

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION WORKSHOP**  
**March 14, 2017**  
**201 W. Chaco, City Hall**  
**5:30 p.m.**

**5:30-6:00 p.m.**

**Review of Youth Conservation Corps (YCC) 2018 Projects**

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

**Note:** A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

# Staff Summary Report

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<b>MEETING DATE:</b>	March 14, 2017
<b>AGENDA ITEM:</b>	Workshop
<b>AGENDA TITLE:</b>	Review of Youth Conservation Corps (YCC) 2018 Projects

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<b>ACTION REQUESTED BY:</b>	Staff
<b>ACTION REQUESTED:</b>	Review of YCC 2018 Proposed Projects
<b>SUMMARY BY:</b>	Edward Kotyk

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## **PROJECT DESCRIPTION / FACTS**

- The City is needing to submit next year's YCC proposed projects. Application is due April 26, 2017 at 3 pm.
- Prior to the submittal, staff wanted to present the proposed projects that were original approved within the YCC 4 year Plan (2017-2020).
- Minor adjustments were made to the original 2018 plan.

## **PROCUREMENT / PURCHASING (if applicable)**

Not Applicable.

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

Costs of the project will be developed once Commission has reviewed and approved of the projects. Costs will be presented in April as part of the final YCC Project approval. Those costs will then be incorporated within the FY 2018 budget for final approval.

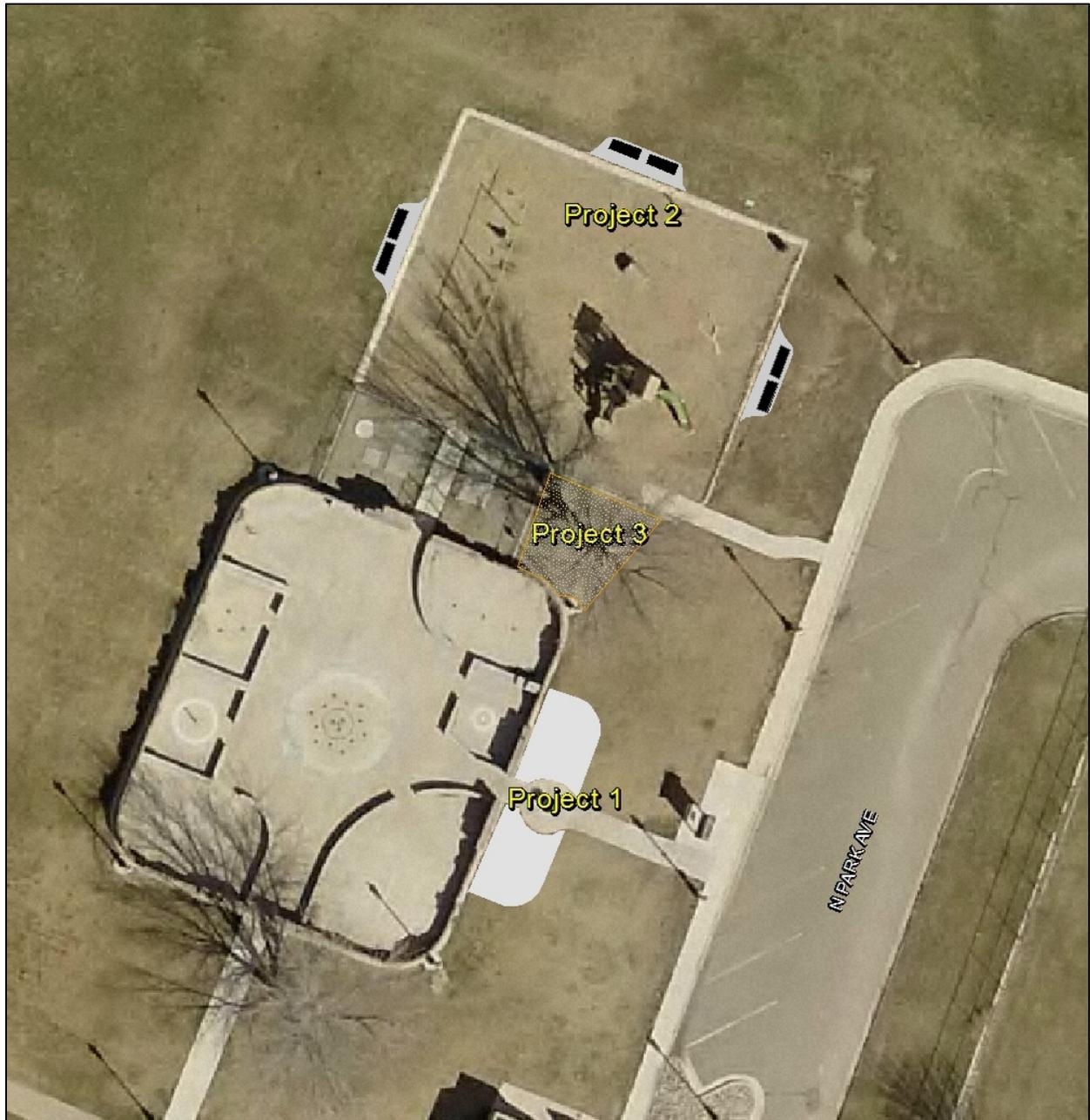
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<b>SUPPORT DOCUMENTS:</b>	YCC 2018 Projects
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**YCC 2018 – MINIUUM PARK / MEMORIAL ROSE GARDEN / RIO ANIMAS PARK**

**MINIUUM PARK:** Will involve the installation of two (2) shade structures around the Water Splash Park (Project 1), three bench areas around the play ground (Project 2) and some landscaping improvements (Project 3).



**Project 1. Shade Structures**

- Task 1: Install shade structures (2)
- Task 2: Concrete slabs around shade structure.

**Responsible**

YCC  
Contractor

**Project 2. Benches around Playground**

- Task 1: Concrete bases
- Task 2: Install benches (3)
- Task 3: Install shade structures (3)

**Responsible**

- Contractor
- YCC
- YCC

**Project 3. Landscaping**

- Task 1: Clear landscape area.
- Task 2: Lay weed barrier.
- Task 3: Lay and compact crusher fines

**Responsible**

- YCC
- YCC
- TCC

**MEMORIAL ROSE GARDEN:** Will involve cleanup of planting zones, planter boxes (1-3), xeriscaping, irrigation and tree planting (Project 4 - Zones A-C); landscaping, irrigation, and tree planting (Project 5); concrete drive pad for RV station (Project 6).



**Project 4. Redesign and Landscaping of Rose Garden**

- Task 1: Clear vegetation in Zones A-C.
- Task 2: Re-design irrigation system.
- Task 3: Install lighting system at corners of garden (Zones B & C)
- Task 4: Re-plant selected rose bushes (Locations 1-3).

**Responsible**

- YCC
- YCC
- City
- YCC

Task 5:	Plant three (3) new trees.	YCC
Task 6:	Lay weed barrier in Zones A-C.	YCC
Task 7:	Lay crusher fines in Zones A-C.	YCC

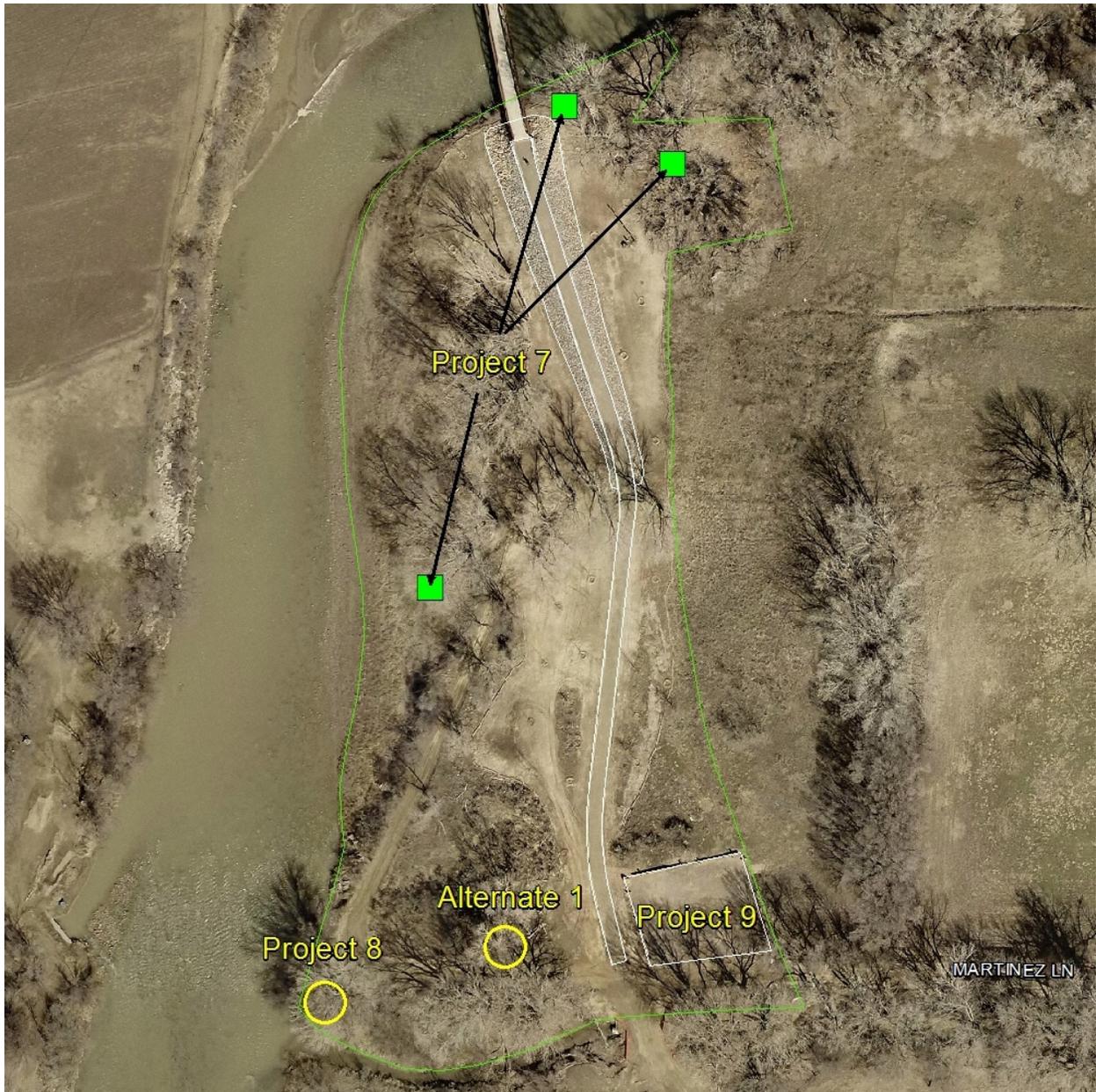
**Project 5. Landscaping**

Task 1:	Clear and level.	YCC	<b>Responsible</b>
Task 2:	Lay weed barrier.	YCC	
Task 3:	Xeriscape (gravel and/or cobble).	YCC	

**Project 6. RV Dump Station Drive Pad**

Task 1:	Excavate and frame drive pad.	YCC	<b>Responsible</b>
Task 2:	Pour and surface concrete pad.	YCC	

**RIO ANIMAS PARK:** Will include installation of three picnic tables (Project 7), construction of input/output ramp for rafting and tubing (Project 8), improving the remote parking area (Project 4), and construction of a pavilion/ramada for large group gatherings (Alternate 1).



**Project 7. Picnic Tables**

- Task 1: Clear vegetation.
- Task 2: Assemble picnic tables.
- Task 3: Install picnic tables into concrete footers.
- Task 4: Install trash can at each location.
- Task 5: Mulch trail paths to picnic tables.

**Responsible**

- YCC
- YCC
- YCC
- YCC
- YCC

**Project 8. Input Ramp**

- Task 1: Clear vegetation.
- Task 2: Lay gravel along ramp.
- Task 3: Lay cobble along border of ramp.

**Responsible**

- YCC
- YCC
- YCC

**Project 9. Parking Lot Graveling**

- Task 1: Clear vegetation.
- Task 2: Lay and spread gravel.
- Task 3: Install two (2) trash cans.

**Responsible**

- YCC
- YCC
- YCC

**Alternate 1. Pavilion / Ramada**

- Task 1: Clear vegetation.
- Task 2: Construct pavilion / ramada.
- Task 3: Install picnic table, trash can, and grill.
- Task 4: Gravel area.

**Responsible**

- YCC
- Contractor
- YCC
- YCC

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**March 14, 2017**  
**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. PROCLAMATION**

Athletic Training Month

**VII. CITIZEN RECOGNITION**

**VIII. EMPLOYEE RECOGNITION**

**IX. CONSENT AGENDA**

- A. Commission Workshop Meeting Minutes, February 28, 2017
- B. Commission Meeting Minutes, February 28, 2017
- C. Commission Special Workshop Meeting Minutes, March 1, 2017
- D. Travel Requests
- E. NMDOT State Appropriation
- F. City Attorney Contract Renewal
- G. Application for Law Enforcement Protection Fund
- H. Resolution 2017-1042 Adopting City's Mission Statement and Goals

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

**X. ITEMS FROM CONSENT AGENDA**

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

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

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

**XII. BUSINESS ITEMS**

- A. Intent to Adopt Ordinance 2017-456 Amending Chapter 16, Article II Parks & Recreation Fees by Eliminating Section 16-15 Golf Course Fees
- B. Intent to Adopt Ordinance 2017-457 Amending Chapter 16, by Creating Article X HUB Incubator Fees
- C. Intent to Adopt Ordinance 2017-458 An Ordinance Amending Chapter 2, Article II, Division 4 Governance Policies

**XIII. LAND USE HEARINGS**

- A. Request for a Waiver: to allow a Body Art Establishment, Ink'd Vessel Tattoo Shop, to operate at 111 West Chaco Street, Aztec, New Mexico

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

**XV. DEPARTMENT REPORTS**

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

**XVI. ADJOURNMENT**

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

**Note:** A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

1 CITY OF AZTEC  
2 WORKSHOP MEETING MINUTES  
3 February 28, 2017  
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:10 pm at the Aztec  
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;;  
10 Commissioner, Katee McClure; Commissioner  
11 Sheri Rogers  
12

13 MEMBERS ABSENT: Commissioner Austin Randall  
14

15 OTHERS PRESENT: City Manager Josh Ray; Community  
16 Development Director Steven Saavadra; Code  
17 Compliance Officer Bob Carmen; Project  
18 Manager, Ed Kotyk; City Clerk, Karla Saylor  
19

20 **A. Enforcement of Sign Code**  
21  
22

23 Community Development Director Steven Saavadra mentioned that this  
24 workshop is to get clarification on enforcement and procedures on sign code. He  
25 mentioned that there are numerous sign code violations throughout Aztec. Steven  
26 presented slides on various signs on different businesses in the city limits that are not  
27 up to code. The sign code is to regulate signs in a legal and reasonable manner that  
28 promotes business. Steven is requesting direction from commission on how to enforce  
29 code. Commission mentioned that holding a public meeting for public input should be  
30 scheduled to get communication from business owners on what they would like to see  
31 in the code.  
32

33 **B. Solar & Wind Requirements**  
34

35 Steven mentioned that the Community Development Office is seeking  
36 clarification to work on ordinance for Solar and Wind requirements. He mentioned that  
37 there are no specific rules or regulations pertaining to solar arrays or wind turbines  
38 within the City. He mentioned that because there are no regulations as of now where do  
39 we want solar arrays at within in the City. The department seeks to work on a zoning  
40 ordinance for both solar and wind turbines. Commission suggested that a public  
41 meeting be held for comments on this subject.  
42  
43

44 **II. ADJOURMENT**  
45

46 Moved by Mayor Burbridge to adjourn the meeting at 5:56 p.m.

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9  
10  
11

ATTEST:

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

MINUTES PREPARED BY:

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

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

1 CITY OF AZTEC  
2 COMMISSION MEETING MINUTES  
3 February 28, 2017  
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Meeting to order at 6:00 pm at the Aztec City  
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 **II. INVOCATION**

10 The Invocation was lead by Commissioner Austin Randall  
11  
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Kaleb Smith  
15  
16

17 **IV. ROLL CALL**

18  
19 Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sherri Sipe;  
20 Commissioner Katee McClure; Commissioner Austin  
21 Randall; Commissioner Sheri Rogers  
22

23 Members Absent: None  
24

25 Others Present: City Manager Joshua Ray; City Attorney Larry  
26 Thrower; City Clerk Karla Saylor; Project Manager Ed  
27 Kotyk (see attendance sheet)  
28

29 **V. AGENDA APPROVAL**

30  
31 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to  
32 Approve the Agenda as Presented  
33

34 **VI. PRESENTATION**

35  
36 Michelle Lindsay presented commission with a power point for the Aztec  
37 Museum Annual Report on the following:  
38

- 39 • Planning-10 Year Capital Analysis Projection
- 40 • A Walk Through Time-A Joint Educational Program with Aztec Ruins
- 41 • Hours of Operation
- 42 • Repairs, Clean Up, And Upgrades such as: Hamblet Cabin Restored, Caboose  
43 restored descriptive boards on the 1927 Ford Model TT Truck, storage facility  
44 cleaned and new computer system
- 45 • Events that took place were Founders Day, Haunted Village and Aztec Sparkles
- 46 • Review of Media Attention

- New Addition-Victor Victrola

## VI. CITIZEN RECOGNITION

None

## VIII. EMPLOYEE RECOGNITION

Josh introduced Kaleb Smith, Student Intern for the HUB. He mentioned that Kaleb volunteers at the HUB as an intern in the afternoons from Aztec High School.

## IX. CONSENT AGENDA

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

- A. Commission Special Workshop Meeting Minutes, February 13, 2017
- B. Commission Meeting Minutes, February 14, 2017
- C. Commission Special Meeting Minutes, February 20, 2017
- D. Travel Requests
- E. NMDOT MAP Application Support Resolution 2017-1039
- F. Resolution 2017-1040 Authorizing Signatures for Motor Vehicle Department Bank Account

## X. ITEMS FROM CONSENT AGENDA

None

## XI. CITIZENS INPUT

None

## XII. BUSINESS ITEMS

- A. Transit Waste Solid Waste Contract

Josh mentioned that this item is to renew the contract with Transit Waste to provide collection and disposal services for solid waste. He mentioned that the contract expired and that there were two proposals one from Waste Management and the other from Transit Waste and city selected Transit Waste. The contract included for the future implementation of the waste to energy project and language included by WCA for future recycling services. Josh mentioned that the attachment to the contract is the rate structure including the recycling options.

1 Josh mentioned that the pricing matrix for the cost difference will be determined  
2 on the cost per mile basis between the current point of delivery to the landfill in  
3 comparison to the point of delivery of the future waste-to-energy location. Josh  
4 mentioned that the base fuel cost adjustment will be \$2.467 per gallon which will  
5 be paid by the City then passed on to customers through the rate structure. He  
6 mentioned that rate structure will not change to business customers until April 1,  
7 2017 and residential customers in July 2017. The increase could potentially be  
8 about 9%.

9  
10 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers  
11 to Approve Contract with Transit Waste/WCA to provide Solid Waste Collection  
12 And Disposal Services.

13  
14 All Voted Aye; Motion Passed Five to Zero

15  
16 B. Intent to Adopt Ordinance 2017-455 Amending the Municipal Code of  
17 Aztec, NM 2007, Chapter 16, Article IV, Division 4, Sec 16-211 Solid Waste  
18 Rates

19  
20 Josh mentioned that this is for the City to adopt a rate structure that would  
21 use the previously approved Transit Waste Agreement and put the rates into our  
22 rate structure. Josh mentioned that this is the first of two potential changes for  
23 the rates moving forward.

24  
25 MOVED by Commissioner Randall, SECONDED by Commissioner  
26 Rogers to Approve Intent to Adopt Ordinance 2017-455 Amending the Municipal  
27 Code of Aztec, New Mexico, 2007, Chapter 16, Article IV, Division 4, Sec 16-211  
28 Solid Waste Rates

29  
30 A Roll Call Was Taken; All Voted Aye; Motion Passed Five to Zero

31  
32 C. Resolution 2017-1041 Opposing CS/HB-174 Local Election Act

33  
34 Josh mentioned that this HB-174 Local Election Act is a proposed bill to  
35 change the way that Municipal elections are handled by moving them and  
36 allowing for municipal elections to be moved in line with the national elections  
37 such as county and state elections. The intent seems to be is to increase voter  
38 turnout through a streamline process potentially eliminating some of the local  
39 polling areas to be one centralized area. This would allow the County to take

1 over all municipal elections and the only thing the City would participate in is  
2 financially we would pay .0025 of our general fund each year to the Secretary of  
3 State's office and then the state would reimburse the Counties. The Bill has  
4 passed in the House and will now go to the Senate to be voted on. The NMML  
5 has requested that local governments support to oppose this Bill. Josh  
6 mentioned that the City could potentially save some money on the election  
7 process and he mentioned that the NMML Clerk's Association is opposed  
8 because Municipal Clerk's feel that it is giving up right that they should maintain.  
9 Mayor Burbridge mentioned that the NMML voted to oppose this due to giving up  
10 rights to Cities.

11  
12 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers  
13 to Approve Resolution 2017-1041 Opposing CS/HB-174 Local Election Act

14  
15 All Voted Aye; Motion Passed Five to Zero

16  
17  
18 **XIII. LAND USE HEARING**

19  
20 A. Conditional Use-Aztec Municipal Schools

21  
22 Mayor Burbridge opened the Land Use Hearing for 2016-050 XTO Energy Oil &  
23 Gas Application and Minor Subdivision Preliminary & Final Plat Approval . Mayor  
24 Burbridge stated that this hearing would be conducted under Procedures mandated by  
25 the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which  
26 were intended to protect the due process rights of our parties. Mayor Burbridge  
27 subsequently identified the parties and City Staff. Mayor Burbridge then asked  
28 Commission if they would accept the parties and they did. She reviewed the procedures  
29 and then asked if any members of the Commission had a conflict of interest, bias, or  
30 engaged in ex parte communication, there were none. Mayor Burbridge then swore in  
31 the parties and reviewed the Order of Presentation.

32  
33 Steven Saavadra, Community Development Director mentioned that this is to  
34 allow for development and operation of a solar array field at 901 McCoy Avenue. The  
35 property is 15 acres and currently accommodated McCoy Avenue Elementary School.  
36 The petitioner intends to place 1,596 solar panels on the 3.41 acres. The property is A-1  
37 Agriculture district and allows for conditional uses for booster stations, transformers or  
38 pumping stations. Steven mentioned that the solar array filed should not be detrimental  
39 to the vicinity as long as noise mitigation, storm water mitigation, landscaping and  
40 screening are in place for the project. He reviewed the staff summary with commission

1 on compatibility, external impacts and infrastructure impacts. Community Developments  
2 recommends approving the conditional use permit subject to the 5 findings of fact in the  
3 staff summary which are as follows: Submission of complete professional engineered  
4 stamp drawings, a visual mitigation plan, professional engineered stamp drawings  
5 indicating no change or increase in historical stormwater runoff, a paving agreement,  
6 construction and development plans cannot conflict with oil and gas pipelines,  
7 easements, and right of ways in the area.

8 Kirk Carpenter, Superintendent of Schools and Finance Director Gary Martinez  
9 were in attendance of the meeting and commented on the project.

10  
11 MOVED By Commissioner McClure, SECONDED By Mayor Pro-Tem Sipe  
12 To Approve The Application For A Conditional Use Permit To Allow For The  
13 Operation Of A Solar Array Subject To The Following Conditions At 901 McCoy  
14 Avenue, Aztec, NM Tax ID #R0001245 Accepting Findings Of Fact #1-5

15  
16 A Roll Call Was Taken; Motion Passed Five to Zero

#### 17 18 **XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

19  
20 Josh mentioned that San Juan County Day in Santa Fe at the Legislature will be  
21 March 10, 2017. The schools, cities and chambers will be represented on this day.

22  
23 Mayor Burbridge mentioned that she attended and MPO meeting for Mayor Pro  
24 Tem Sipe and mentioned that the top two projects on MPO are Pinion Hills Extension  
25 and Aztec Arterial Route. She mentioned that the projects were put on the  
26 Transportation Improvement Plan close to the same time frame. She mentioned that per  
27 her perceptions since that time our Arterial project has made significant progress in  
28 design work, engineer work substantial completion of actual completion of the roadway  
29 and mentioned that we have a lesser time frame to complete it and a lesser dollar  
30 amount necessary to complete it and questions why the Aztec Arterial project is number  
31 2 on the plan. Josh mentioned that the reason Pinion Hills has been ranked higher is  
32 due to projections of traffic flow that each roadway can handle. She mentioned that she  
33 attended Municipal Day last week. She mentioned the Bills for Municipal Elections and  
34 Lodgers Tax and she got to visit with the representatives from San Juan County. She  
35 will have some 4CED meetings coming up.

36  
37

1 Mayor Pro-Tem Sipe mentioned if DOT can do the stripping on Main and 550.  
2 She also mentioned if we could do something to make it clear on the signage at the  
3 arterial route.

4  
5 Commissioner Rogers mentioned that she will be attending the Mayor's Ball  
6 Saturday.

7  
8 Commissioner Randall mentioned that he was planning on be at the workshop  
9 but got tied up at work. He also mentioned that he will be attending the Mayor's Ball.

10  
11 Commissioner McClure mentioned that the ECHO housing project has been put  
12 on hold. She attended the Steam Punk event and attended a meeting at the HUB and  
13 went to an event at 550 and mentioned that it was well attended.

14  
15  
16  
17 **XV. DEPARTMENT REPORTS**

18  
19 None

20  
21 **XVI. CLOSED SESSION**

22  
23 Mayor Burbridge moved the meeting into Closed Session pursuant to State Law,  
24 Section 10-15-1 (H)(8) Discussion of the purchase, acquisition or disposal of real  
25 property or water rights at 8:30 pm. Mayor Burbridge voted aye, Mayor Pro-Tem Sipe  
26 voted aye, Commissioner McClure voted aye, Commissioner Rogers voted aye,  
27 Commissioner Randall voted aye.

28  
29 Mayor Burbridge moved the meeting out of closed session at 9:16pm by stating  
30 that the only discussion that took place during the closed session was pursuant to State  
31 Law, Section 10-15-1 (H)(8) Discussion of the purchase, acquisition or disposal of real  
32 property or water rights. Mayor Burbridge voted aye, Mayor Pro-Tem Sipe voted aye,  
33 Commissioner McClure voted aye, Commissioner Rogers voted aye, Commissioner  
34 Randall voted aye.

35  
36 **XVII. ADJOURMENT**

37  
38 Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the  
39 meeting at 9:16 p.m.

40  
41 \_\_\_\_\_  
42 Mayor, Sally Burbridge

43 ATTEST:

1 \_\_\_\_\_  
2 Karla Sayler, City Clerk  
3  
4 MINUTES PREPARED BY  
5  
6 \_\_\_\_\_  
7 Karla Sayler, City Clerk

DRAFT

1 CITY OF AZTEC  
2 WORKSHOP MEETING MINUTES  
3 March 1, 2017  
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:19 pm at the Aztec  
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;;  
10 Commissioner, Katee McClure; Commissioner  
11 Sheri Rogers; Commissioner Austin Randall  
12

13 MEMBERS ABSENT: None  
14

15 OTHERS PRESENT: Project Manager, Ed Kotyk; City Clerk, Karla  
16 Sayler  
17

18 **A. Review Commission Policies**  
19  
20

21 Mayor Burbridge opened the meeting to begin reviewing commission policies  
22 which were adopted in October of 2009. The policies are as follows:  
23

- 24 • Policy 1.1-Job Description Policy
- 25 • Policy 1.2 Code of Conduct Policy
- 26 • Policy 1.3 Process for Filling a Vacant commissioner Position
- 27 • Policy 2.1 Delegation to the City Manager
- 28 • Policy 2.2 Commission Personnel Committee Policy
- 29 • Policy 2.3 Monitoring City Performance Policy
- 30 • Policy 3.2 Staff Treatment Policy
- 31 • Policy 3.3 Employee Recognition Program Policy
- 32 • Policy 4.1 Annual Performance Plan Policy  
33

34 Changes to policies that were made are available in the City Clerk's Office for  
35 review.  
36  
37  
38  
39

40 \_\_\_\_\_  
41 Mayor, Sally Burbridge

42 ATTEST:

43 \_\_\_\_\_  
44  
45 Karla Sayler, City Clerk  
46

1 MINUTES PREPARED BY:

2

3

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

# Staff Summary Report

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**MEETING DATE:** March 14, 2017  
**AGENDA ITEM:** VIII. CONSENT AGENDA (D)  
**AGENDA TITLE:** Travel Requests

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**ACTION REQUESTED BY:** Finance Staff  
**ACTION REQUESTED:** Approval of Employee/Public Official Travel Requests  
**SUMMARY BY:** Finance

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## **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 Clerk is requesting approval of attendance of the SHRM NM Legislative Conference held in Albuquerque, NM.
  - City Engineer/Public Works Director is requesting approval of attendance of the American Council of engineering Companies, New Mexico Conference for award for the Kokopelli/Blanco/Hampton Drainage Study award for engineering excellence.
  - City Engineer/Public Works Director is requesting approval of attendance of the NMFMA Spring 2017 Workshop. Attending will provide partial credits required to continue his Certified Floodplain Manager credentials.

## **FISCAL INPUT** (Finance Department)

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

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**SUPPORT DOCUMENTS:** Travel Log March 14, 2017

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

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**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL  
MEETING DATE: MARCH 14, 2017**

<b>Dates of Travel</b>	<b>Department</b>	<b>Employee</b>	<b>Purpose of Travel/Location</b>	<b>Over-night</b>	<b>Out of State</b>	<b>Costs</b>	<b>Explanation of Cost</b>	<b>FY17 Budget Available</b>
<b>03/27-28/17</b>	<b>Admin.</b>	<b>Karla Sayler</b>	<b>2017 SHRM NM Legislative Conference Albuquerque, NM.</b>	<b>Yes</b>	<b>No</b>	<b>60.00 169.00 55.00 103.11</b>	<b>Meal &amp; Gratuity Allowance Registration Estimated Cost for Fuel Lodging</b>	<b>Yes</b>
<b>04/07-08/17</b>	<b>Public Works</b>	<b>William Watson</b>	<b>ACEC NM 2017 Annual Awards Gala Albuquerque, NM.</b>	<b>Yes</b>	<b>No</b>	<b>72.00 34.00 250.00</b>	<b>Meal &amp; Gratuity Allowance Estimated Cost for Fuel Lodging</b>	<b>Yes</b>
<b>04/10-14/17</b>	<b>Public Works</b>	<b>William Watson</b>	<b>NMFMA Spring 2017 Workshop Albuquerque, NM.</b>	<b>Yes</b>	<b>No</b>	<b>180.00 200.00 38.00 600.00</b>	<b>Meal &amp; Gratuity Allowance Registration Estimated Cost for Fuel Lodging</b>	<b>Yes</b>

# Staff Summary Report

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**MEETING DATE:** March 11, 2017  
**AGENDA ITEM:** IX. CONSENT (E)  
**AGENDA TITLE:** NMDOT Control No. C5142088 East Aztec Arterial Funding Agreement

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**ACTION REQUESTED BY:** Approval of Resolution and Agreement  
**ACTION REQUESTED:** Finance Department  
**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

- The 2014 New Mexico Legislative Session approved the Capital Outlay HB55 which included \$3,819,775 for the East Aztec Arterial. \$1,000,000 of the 2014 appropriation was requested to complete the necessary funding required for Phase 1B. This agreement represents the balance of the appropriation.
- NM Department of Transportation (NMDOT) will administer the funding for the capital appropriation. The funding agreement requires approval by the City Commission.
- Funding will be utilized for the construction of Phase 2.
- Funding expires June 30, 2018.

## **PROCUREMENT / PURCHASING (if applicable)**

- Not Applicable to this item.

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

- The FY18 Preliminary Annual Budget will include the construction of the East Aztec Arterial Phase 2.

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**SUPPORT DOCUMENTS:** NMDOT Fund 89200 Capital Appropriation Project Agreement

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve NMDOT Fund 89200 Capital Appropriation Project Control No. C5142088

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Contract Number: \_\_\_\_\_

Vendor Number: 0000054308

Control Number: C5142088

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" and City of Aztec, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2014, , Chapter 66, Section 25, Sub Section 63 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID 14-2088 NMDOT Control Number C5142088 \$2,819,775

APPROPRIATION REVERSION DATE: 6/30/2018

Laws of 2014, , Chapter 66, Section 25, Sub Section 63, Two Million, Eight Hundred Nineteen Thousand, Seven Hundred Seventy -Five Dollars and No Cents (\$2,819,775) to construct east Aztec arterial route in Aztec in San Juan county

The Grantee's total reimbursements shall not exceed the appropriation amount Two Million, Eight Hundred Nineteen Thousand, Seven Hundred Seventy -Five Dollars and No Cents \$2,819,775 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, \$0.00, which equals Two Million, Eight Hundred Nineteen Thousand, Seven Hundred Seventy -Five Dollars and No Cents \$2,819,775 (the "Adjusted Appropriation Amount").

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." "Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Aztec

Name: Kathy Lamb

Title: Finance Director

Address: 201 W. Chaco St., Aztec, New Mexico 87410

Email: klamb@aztecnm.gov

Telephone: 505-334-7653

Department: Department of Transportation District 5 Office  
Name: Susan Godina  
Title: Local Government Road Fund Coordinator  
Address: P.O. Box 4127, Santa Fe, NM 87502  
Email: Susan.Godina@state.nm.us  
Telephone: 505-995-7787  
FAX: 505-827-9509

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

### **D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

### **B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based on fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Aztec may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Aztec’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Aztec or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Aztec or the Department.”

### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Aztec may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Aztec only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

*Cynthia A. Christ*  
By: Cynthia Christ

Its: Assistant General Counsel

*2-16-17*  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

PERIODIC REPORT       FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

**A. Third Party Obligations**

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

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

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

**B. Project Phase**

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

**PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

**FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
 City State Zip  
 C. Phone No: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Grant Amount: \_\_\_\_\_  
 B. AIPP Amount (If Applicable) \_\_\_\_\_  
 C. Funds Requested to Date: \_\_\_\_\_  
 D. Amount Requested this Payment: \_\_\_\_\_  
 E. Grant Balance: \$0.00  
 F.  GF  GOB  STB (attach wire if 1st draw)  
 G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**

(check one)

(Jan-Jun)  Fiscal  
 (Jul-Dec)  Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**

**Grantee Representative**

Printed Name

Printed Name

Date:

Date:

SWORN TO AND SUBSCRIBED

SWORN TO AND SUBSCRIBED

before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

Notary Public

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Loc No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

**DATE:** \_\_\_\_\_

**TO: Grantee Representative:** \_\_\_\_\_

**FROM: Department Representative:** \_\_\_\_\_

**SUBJECT: Notice of Obligation to Reimburse Grantee**

**Project Number:** \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number C5142088 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \_\_\_\_\_

Department Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **Attachment A**

### **The City of Aztec shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The City of Aztec shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.

6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

# Staff Summary Report

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<b>MEETING DATE:</b>	March 11, 2017
<b>AGENDA ITEM:</b>	IX. CONSENT (F)
<b>AGENDA TITLE:</b>	RFP 2014-230 City Attorney Contract Renewal

---

<b>ACTION REQUESTED BY:</b>	Finance Dept
<b>ACTION REQUESTED:</b>	Approval of Contract Renewal
<b>SUMMARY BY:</b>	Kathy Lamb

---

## **PROJECT DESCRIPTION / FACTS** (Leading Department)

- The current annual agreement City of Aztec Municipal Legal Services with Mr. Larry Thrower expired on February 26, 2017.

The City Attorney provides the following services for the City of Aztec:

1. Advise the City Commission, the City staff and all appointed boards on legal matters including but not limited to matters of civil liability, City finances, public property, and personnel.
2. Draft ordinances, resolutions, and proposed legislation.
3. Approve and/or prepare all contracts for the City of Aztec.
4. Prosecute all ordinance violations in Municipal Court and in District Court.
5. The City Attorney attends all Meetings as required by the City Commission.
6. Is available for in-house time at City Hall for a preferred (40) forty hours per month. (Including required meetings).

## **PROCUREMENT INPUT** (If applicable, Purchasing)

- Purchasing issued a formal Request for Proposals – RFP 2014-230 Municipal Legal Services – on January 19, 2014. Proposals were opened on January 30, 2014. One proposal was received. The City Commission approved the award of the RFP and contract to Mr. Thrower on February 11, 2014.
- The contract renewal will be effective February 26, 2017 for a term of one (1) year and represents the final renewal of a maximum of three under State Procurement. Under the terms of Section 13-1-50, NMSA professional serviced contracts may be subject to extension not to exceed four (4) years.
- Staff feels that Mr. Thrower has provided a good service in the past and recommends approval of the renewal of the agreement.

**FISCAL INPUT** (If applicable, Finance Department)

- **\$59,892.00** yearly including tax (base contract). Hours over 40 per month will be billed at **\$165.00** including tax.
- The FY17 budget includes sufficient funds to meet this contractual obligation to June 30, 2017 and the FY18 Preliminary budget includes funds for the remaining obligation of the contract renewal.

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**SUPPORT DOCUMENTS:** 2017 Agreement with Larry T. Thrower

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**DEPARTMENT'S RECOMMENDED MOTION:** Move and second to approve RFP 2014-230 – Municipal Legal Services contract renewal with Larry T. Thrower.

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# CITY OF AZTEC, NEW MEXICO

## City Attorney Professional Services Contract

This contract is made and entered into on this 14th day of March 2017 by and between Larry T. Thrower, 411 N. Auburn, Farmington, New Mexico, hereinafter referred to as the "Contractor", and the City of Aztec, New Mexico, hereinafter referred to as the "City".

**WHEREAS**, the City has deemed it necessary to retain the services of the Contractor to act as legal counsel on behalf of the City; and

**WHEREAS**, the City desires to engage the Contractor to provide said services; and conditions of this contract.

**THEREFORE**, it is mutually agreed by and between the parties that:

1. **Scope of Services:** The Contractor shall perform professional services to the City, as a primary client, as hereafter stated:
  - A. Advice and consultation, including preparation of oral and written opinions to City Officials, Commissioners and Staff.
  - B. Attendance at City Commission Meeting and Workshops and other meetings when requested.
  - C. Preparation and or review of contracts, agreements and legal documents.
  - D. Drafting and review of proposed City Ordinances, Resolutions or Legislation.
  - E. Appear on behalf of the City for Court, Administrative Hearings, Planning and Zoning matters and Personnel matters.
  - F. Draft letters and requests for compliance on violations of City Ordinances and pursue prosecution where necessary in Municipal or District Court.
  - G. Prepare and submit a monthly status report of legal activities.
  - H. Submit a monthly detailed statement with billing, said statement to include the date and length of time of services rendered. These statements shall be subject to inspection by the designated agent for the City.
  - I. Participate in negotiations with other municipalities or governmental agencies.
  - J. Legal representation of the City, its political subdivision, as well as individual commissioners and other municipal employees who may be named as parties in their official capacities in any legal action.
  - K. Contractor shall not represent the City in matters generally handled by Risk Management.

# CITY OF AZTEC, NEW MEXICO

2. **Compensation:** The compensation to the Contractor for legal services shall be paid monthly in the amount set forth below.
  - A. \$4,991.00 per month, inclusive of gross receipts taxes. This amount is subject to annual review. Hours in excess of 40 per month shall be billed at \$165.00 per hour.
  - B. No additional compensation will be provided for staffing services to the Contractor.
  - C. The contractor will be reimbursed for pre-approved City business travel expenses at the rates set forth in the Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 to 10-8-8 (Replacement Pamphlet 1992).
3. **Term:** This contract shall be effective from the 26<sup>th</sup> day of February, 2017 and terminate on February 26, 2018, for this term of one (1) year. Performance of services shall be reviewed annually, prior to the beginning of the fiscal year.
4. **Termination:** either party upon thirty (30) days written notice may terminate this contract. Written notice shall be delivered or mailed (certified mail, return receipt) to the other party.
5. **Status of Contractor:** Contractor acknowledges being an independent contractor and as such, will not be considered an employee of the City nor shall be eligible to accrue leave, retirement benefits, insurance benefits, use of city vehicles or any other benefits provided to City Employees.
6. **Worker Compensation:** Contractor acknowledges that he or she shall not have any claim whatsoever to workers compensation coverage under the City policy.
7. **Indemnification:** Contractor agrees to indemnify and hold harmless the City from any and all claims, suits and causes of action which may arise from his performance under this contract unless specifically exempted by New Mexico law. Contractor further agrees to hold harmless the City from all personal claims for any injury or death sustained by Contractor while engaged in the performance of this contract.
8. **Assignment:** Contractor shall not assign or transfer any interest in this contract or assign any claims for money due under this contract without the prior approval of the City.
9. **Subcontracting:** Contractor shall not subcontract any portion of the services to be performed under this contract without prior approval from the City.
10. **Confidentiality:** Any information learned, given to, or developed by the contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.
11. **Conflict of Interest:** Contractor warrants that he/she presently has no interest or conflict of interest and shall not acquire any interest or conflict with the performance of services under this contract.

# CITY OF AZTEC, NEW MEXICO

12. **Non-Discrimination:** Contractor agrees that he/she shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards and other non-discrimination and equal opportunity compliance laws, regulations, and practices.
13. **Amendment:** This contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
14. **Scope of Contract:** This contract incorporates all the agreements, covenants and the understanding between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understanding have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
15. This contract shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Aztec.

In witness hereof, the parties have executed this contract as of the 11<sup>th</sup> day of March 2017.

CITY OF AZTEC

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

ATTEST:

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

\_\_\_\_\_  
Larry T. Thrower  
Attorney At Law  
411 N. Auburn  
Farmington, NM 87401

# Staff Summary Report

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**MEETING DATE:** March 14, 2017  
**AGENDA ITEM:** IX. CONSENT AGENDA (G)  
**AGENDA TITLE:** Law Enforcement Protection Fund Grant

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**ACTION REQUESTED BY:** Chief Heal  
**ACTION REQUESTED:** To have Mayor sign Law Enforcement Protection Fund Grant

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**SUMMARY BY:** Chief Heal

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## PROJECT DESCRIPTION / FACTS

- New Mexico Law Enforcement receives grants from the State depending on size of the Community and the number of certified officers employed by the City. The City of Aztec is eligible for \$27,800. This is a grant we have been receiving for years.

## FISCAL INPUT / FINANCE DEPARTMENT

- There is no cost to the City to receive these funds.

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**SUPPORT DOCUMENTS:** Law Enforcement Protection Fund Grant Application

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**DEPARTMENT'S RECOMMENDED MOTION:** Approve the Mayor's Signature on the Law Enforcement Protection Fund Grant Application.

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*City of Aztec Police Department*  
*Chief Michael J. Heal*  
*201 West Chaco*  
*Aztec, New Mexico 87410*  
*Phone (505) 334-7620 Fax (505) 334-7629*

March 8, 2017

Mr. Rick Lopez, Director  
Local Government Division  
Department of Finance and Administration  
Bataan Memorial Building, Room 201  
Santa Fe, New Mexico 87503

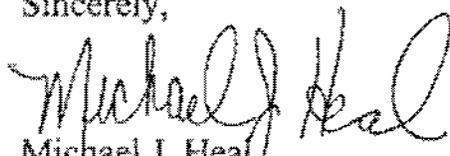
RE: Law Enforcement Protection Fund

Mr. Lopez;

Enclosed please find the following application for the 2017 Law Enforcement Protection Fund application. If you need additional information or need further assistance, please contact me at (505) 334-7620.

Thank you.

Sincerely,

  
Michael J. Heal  
Chief of Police

enclosures

/mjh/

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS  
FOR CLASS 1 MUNICIPALITIES AND COUNTIES  
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978  
FOR THE JULY 1, 2017 - JUNE 30, 2018 FISCAL YEAR

I. Municipality or County: City of Aztec

II. Computation of Proposed Distribution:

- A. Class 1 (Population per 2010 Census = 0 to 20,000) \$20,000
- B. Total Number of Full-Time Certified Police Officers or Sheriff Deputies (\*) multiplied by \$600 (\*\*): 7800<sup>00</sup>  
 $\underline{13} \times \$600 =$

(\*) Each officer or Deputy listed on Supplemental Schedule (page 2) must be certified by the New Mexico Police Academy pursuant to Section 29-7-8 NMSA or authorized as a New Mexico Peace Officer pursuant to Section 29-1-11 NMSA. Certification status of officers for whom the award is requested must be current on the March 31, 2017 DPS Registry or officers must be enrolled in the New Mexico Police Academy with an anticipated graduation date prior to or on July 1, 2017.

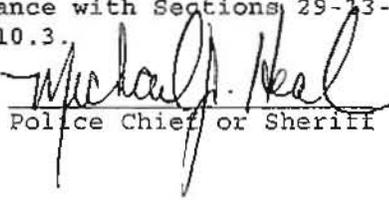
C. Total Requested Distribution\*\* (A + B) 27800<sup>00</sup>

III. Amounts distributed from the Law Enforcement Protection Fund must be expended only for the purposes allowed by Section 29-13-7 NMSA 1978. Itemize the proposed use of these funds below:

A. Repair and purchase of law enforcement apparatus and equipment (itemized schedule, page 3, must be completed) <sup>1</sup> which meet minimum nationally recognized standards. (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3	\$ 20,000 <sup>00</sup>
B. Expenses associated with advanced law enforcement planning and training.	7800 <sup>00</sup>
C. Complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs.	
D. No more than fifty percent (50%) of the replacement salaries of law enforcement personnel participating in basic law enforcement training.	
E. New Mexico Finance Authority Loan Intercept Agreement.	
F. TOTAL REQUESTED EXPENDITURES**	\$ 27800 <sup>00</sup>

\*\*Total Requested Expenditures (Section III) must equal Total Requested Distribution (Section II).

IV. CERTIFICATION: Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Mayor/Chairman
 
  
 Police Chief or Sheriff
 
 Date

(\*\*) Per officer rate is based on current law as of 2/23/17.  
<sup>1</sup> Pertains only to municipalities with a population of 1500 or less and universities.

Municipality/County: City of Aztec

Contact Name: Sherri L. Gurule Contact Title: Administrative Assistant

Contact Phone Number: 505-334-7620 Contact Email: gurules@aztecnm.gov

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS  
FOR MUNICIPALITIES AND COUNTIES  
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978  
FOR THE JULY 1, 2017 - JUNE 30, 2018 FISCAL YEAR

SUPPLEMENTAL SCHEDULE

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the Department of Public Safety (DPS), New Mexico Police Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies	Certificate Number	Cert. Date
1) Anderson, William	16-0001-P	2-2-2016
2) Blake, Jerry S.	98-0048-P	1-23-1998
3) Bretzke, Daniel	15-0432-P	8-14-2015
4) Gonzalez, Joseph P.	04-0303-P	12-17-2004
5) Neal, Michael J.	79-0023-P	3-8-79
6) Johnston, Brett	01-0358-P	12-20-2001
7) Knibbs, Heather	13-0029-P	3-1-2013
8) Morris, Tray W.	90-0049-P	3-16-1990
9) Rightmire, Nikki	15-0394-P	12-4-2015
10) Simpson, Joshua C.	13-0030-P	3-1-2013
11) Welch, John	15-0399-P	12-4-2015
12) Whalen, John	13-0018-P	2-7-2013
13)		
14) *Waltermire, Christian*	06-0261-P	12-15-2006*
15) Will Challenge New Mexico		
16) Cert By Udover		
17) April 9 - 2017 *		
18)		
19)		
20)		
21)		
22)		

NOTE: Please use name as reported to DPS, e.g. If an officer has changed his/her last name and change has not been reported to DPS.

Municipality\*: City of Artee

**ITEMIZED SCHEDULE  
FOR SECTION III.A ON PAGE ONE OF APPLICATION**

\*[NOTE: This schedule only pertains to municipalities with a Population of 1500 or less and universities.]

CATEGORY	# OF ITEMS	ESTIMATED COST
<b>EQUIPMENT:</b>		
Subtotal		\$
<b>APPARATUS:</b>		
Subtotal		\$
Repair of Equipment:		
Subtotal		\$
<b>GRAND TOTAL (Must equal total of Section III.A of Page One)</b>		\$

For allowable expenditures, see Section 22-13-7 NMSA 1978 and LEFF Rule 2 NMAC 110.3.8A and 110.3.8B.

Samples of "Equipment" descriptions are: police vehicle, vehicle dashboard computer, police radios, surveillance equipment, finger printing kits, etc.

Samples of "Apparatus" descriptions are: guns & holsters, uniforms, badges, ammunition, protective vests for police officers, protective vests for police dogs, etc.

For unallowable expenditures, see LEFF Rule 2 NMAC 110.3.8C. [For example, operating expenses, routine vehicle maintenance, and furniture are unallowable.]

# Staff Summary Report

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<b>MEETING DATE:</b>	March 14, 2017
<b>AGENDA ITEM:</b>	IX. Consent (H)
<b>AGENDA TITLE:</b>	Resolution 2017-1042 Adopting the City's Mission Statement and Goals

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<b>ACTION REQUESTED BY:</b>	Staff
<b>ACTION REQUESTED:</b>	Approve Resolution 2017-1042 Adopting the City's Mission Statement and Goals
<b>SUMMARY BY:</b>	Edward Kotyk

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## PROJECT DESCRIPTION / FACTS

1. The City Commission adopted a City Mission Statement and set of City Goals in 2009.
2. City Commission had a workshop on March 1, 2017 to review City Mission Statement and Goals.
3. The City Commission determined that the established Mission Statement and Goals were in accordance with their direction for the City and shall remain in effect through the adoption of a new resolution.

## PROCUREMENT / PURCHASING (if applicable)

Not applicable.

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

Not applicable.

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<b>SUPPORT DOCUMENTS:</b>	Resolution 2017-1042
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to Approve Resolution 2017-1042 Adopting the City's Mission Statement and Goals
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**CITY OF AZTEC**  
**Resolution 2017-1042**  
**A Resolution Adopting the City's Mission Statement and Goals**

**WHEREAS,** the Aztec City Commission recognizes the need to establish a consistent method for planning, and

**WHEREAS,** the Aztec City Commission would like to establish clear performance targets for City Manager achievement and overall city operations, and

**WHEREAS,** the Aztec City Commission has created a mission statement that reflects why the city exists:

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

**WHEREAS,** the Aztec City Commission has created these city wide goals:

Goal 1: A safe, clean, livable community with a sense of pride, quality housing, and strong identity.

Goal 2: High quality, cost-effective public services.

Goal 3: Progressive and responsible economic development.

Goal 4: Long term financial stability and stewardship of public funds.

Goal 5: Effective local and regional partnerships.

Goal 6: Environmentally sensible practices.

Goal 7: Government practices that encourage citizen involvement.

Goal 8: Resources and opportunities that enhance quality of life.

Goal 9: A work environment that develops and encourages employees and rewards their creativity and innovation.

**NOW THEREFORE,** the Aztec City Commission resolves to adopt the City's Mission Statement and Goals.

**APPROVED** by the Aztec City Commission this 14th day of March, 2017.

\_\_\_\_\_  
Sally Burbridge, Mayor  
ATTEST:

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

# Staff Summary Report

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<b>MEETING DATE:</b>	March 14, 2017
<b>AGENDA ITEM:</b>	XII. Business Item (A)
<b>AGENDA TITLE:</b>	Intent to Adopt Ordinance 2017-456 Amending Chapter 16, Article II Parks & Recreation Fees by Eliminating Section 16-15 Golf Course Fees

---

<b>ACTION REQUESTED BY:</b>	Staff
<b>ACTION REQUESTED:</b>	Approve the Intent to Adopt Ordinance 2017-456 Amending Chapter 16, Article II Parks & Recreation Fees by Eliminating Section 16-15 Golf Course Fees
<b>SUMMARY BY:</b>	Edward Kotyk

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## **PROJECT DESCRIPTION / FACTS**

1. The fees for the Golf Course operations had previously been established under Section 16-15 which established changing of the fees through approval of a Resolution by the City Commission.
2. The City no longer manages the day to day operations of the Aztec Municipal Golf Course.
3. Management of the Aztec Municipal Golf Course is now through a third-party contract that handles the day to day expenses and maintenance of at the Aztec Municipal Golf Course.
4. To allow the third party management of the Golf Course, the contractor needs to have the flexibility to adjust fees and expand on services that will require different fees.
5. Since the City is no longer managing the golf course (despite the name) there is no reason to retain or establish fees for the Aztec Municipal Golf Course within Chapter 16 of the Aztec Code Book.

## **PROCUREMENT / PURCHASING (if applicable)**

Not applicable.

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

Not applicable.

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**SUPPORT DOCUMENTS:** Ordinance 2017-456

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Intent to Adopt Ordinance 2017-456 Amending Chapter 16, Article II Parks & Recreation Fees by Eliminating Section 16-15 Golf Course Fees

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**CITY OF AZTEC**

**ORDINANCE 2017-456**

**An Ordinance Amending Chapter 16, Article II Parks & Recreation Fees  
By Eliminating Section 16-15 Golf Course Fees**

**WHEREAS,** The fees for the Golf Course operations had previously been established under Section 16-15 which established changing of the fees through approval of a Resolution by the City Commission; and

**WHEREAS,** The City no longer manages the day to day operations of the Aztec Municipal Golf Course; and

**WHEREAS,** Management of the Aztec Municipal Golf Course is now through a third-party Contract that handles the day to day expenses and maintenance of at the Aztec Municipal Golf Course;

**NOW, THEREFORE, BE IT RESOLVED** that the Aztec City Commission no longer is required to establish fees for the Aztec Municipal Golf Course and therefore no longer is required in the Aztec City Code Book.

**PASSED, APPROVED, SIGNED AND ADOPTED** this \_\_\_\_ day of April 2017, by the Aztec City Commission, City of Aztec, New Mexico.

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

ATTEST:

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

APPROVE AS TO FORM:

\_\_\_\_\_  
Larry Thrower, City Attorney

Advertised Date of Final Adoption: \_\_\_\_\_

Effective Date of Ordinance: \_\_\_\_\_

## ARTICLE II. PARKS & RECREATION FEES

### ~~Sec. 16-15. Golf Course Fees.~~

#### ~~1. In General.~~

- ~~1) Memberships are for 1 year from the date of purchase.~~
- ~~2) Must be 16 or older to drive a cart.~~
- ~~3) No private carts allowed on golf course.~~
- ~~4) Fees are subject to New Mexico Gross Receipts Tax.~~

#### ~~2. Annual Memberships.~~

~~Established through Resolution and approval by City Commission.  
(Ord. 2015-449, eff. 2015-Dec-23)~~

#### ~~3. Daily Rates.~~

~~Established through Resolution and approval by City Commission.  
(Ord. 2015-449, eff. 2015-Dec-23)~~

#### ~~4. Associated Fees.~~

~~Established through Resolution and approval by City Commission.  
(Ord. 2015-449, eff. 2015-Dec-23)~~

#### ~~5. Tournament Fees.~~

~~Established through Resolution and approval by City Commission.  
(Ord. 2015-449, eff. 2015-Dec-23)~~

#### ~~6. League Play.~~

~~Established through Resolution and approval by City Commission.  
(Ord. 2015-449, eff. 2015-Dec-23)~~

#### ~~7. Special Events.~~

	<i>Fees</i>
Patio	To Be Negotiated
Patio and Grill Equipment	To Be Negotiated
Cart Rental Off Premise for Special Events	\$50.00 per 24 hour period
<del>(Ord. 2015-449; eff. 2015-Dec-23; Ord. 2015-444, eff. 2015-Sept-03; Ord. 2015-442, eff. 2015-Apr-01)</del>	

#### ~~8. Promotional Fees.~~

~~Established through Resolution and approval by City Commission.  
(Ord. 2015-449, eff. 2015-Dec-23)~~

**Secs. 16-15 to 16-50. Reserved.**

# Staff Summary Report

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<b>MEETING DATE:</b>	March 14, 2017
<b>AGENDA ITEM:</b>	XII. Business Item (B)
<b>AGENDA TITLE:</b>	Intent to Adopt Ordinance 2017-457 Amending Chapter 16, by Creating Article X HUB Incubator Fees

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<b>ACTION REQUESTED BY:</b>	Staff
<b>ACTION REQUESTED:</b>	Approve the Intent to Adopt Ordinance 2017-457 Amending Chapter 16, by Creating Article X HUB Incubator Fees
<b>SUMMARY BY:</b>	Edward Kotyk

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## PROJECT DESCRIPTION / FACTS

1. The City has in the recent year established a program for the purpose of assisting economic development through an incubator program. This program is called the "the HUB".
2. The HUB has fees for the use of the facility.
3. The City Commission establishes fees for various operations by the City and so to be consistent, the HUB fees ought to be included within Chapter 16.

## PROCUREMENT / PURCHASING (if applicable)

Not applicable.

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

Not applicable.

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**SUPPORT DOCUMENTS:** Ordinance 2017-457

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Intent to Adopt Ordinance 2017-457 Amending Chapter 16, by Creating Article X HUB Incubator Fees

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**CITY OF AZTEC**

**ORDINANCE 2017-457  
An Ordinance Amending Chapter 16, Fees  
By Creating Article X. HUB Incubator Fees**

**WHEREAS,** The City Commission establishes fees for various operations by the City; and

**WHEREAS,** The City has established a program for the purpose of assisting economic development within the City of Aztec; and

**WHEREAS,** this program is known as “the HUB”; and

**WHEREAS,** The HUB has fees for the use of the facility;

**NOW, THEREFORE, BE IT RESOLVED** that the Aztec City Commission has created Article X. HUB Incubator Fees within Chapter 16 of the Aztec City Code to be consistent with all other established fees.

**PASSED, APPROVED, SIGNED AND ADOPTED** this \_\_\_\_ day of April 2017, by the Aztec City Commission, City of Aztec, New Mexico.

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

ATTEST:

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

APPROVE AS TO FORM:

\_\_\_\_\_  
Larry Thrower, City Attorney

Advertised Date of Final Adoption: \_\_\_\_\_

Effective Date of Ordinance: \_\_\_\_\_

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## ARTICLE X. HUB INCUBATOR FEES

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### Sec. 16-301. Membership Fees.

1. Memberships are annual or monthly from the date of purchase.

	<u>Regular</u>	<u>Student</u>
Annual Membership	\$275	\$50
Monthly Membership	\$25	\$10

2. Students must provide a valid student I.D.
3. Aztec Chamber of Commerce Members receive 50% discount on annual and monthly memberships.

### Sec. 16-302. Pass Fees.

1. Passes are for weeks or daily.

	<u>Regular</u>	<u>Student</u>
Weekly Passes	\$5	\$2
Daily Passes	\$2	\$1

2. Students must provide a valid student I.D.

### Sec. 16-302. Rental Space.

1. Office Rental spaces are rented on a monthly basis.

Offices 1-3	<i>\$200 per month for 1st 6 months \$250 per month for 2nd 6 months \$300 per month for next 24 months</i>
Suite A	<i>\$800 per month</i>

2. Conference Rooms are rented by the hour.

	<u>Member</u>	<u>Non-member</u>
Smart Room Teleconference	<i>\$25 per hour</i>	<i>\$50 per hour</i>
Small Conference Room	<i>\$10 per hour</i>	<i>\$20 per hour</i>
Training	<i>Free</i>	<i>\$25</i>

**Sec. 16-303. Outdoor Mercado.**

1. Outdoor Mercado area rented as a weekend setup.

Annual Member	<i>1 Free space per month</i>
Office Renter	<i>1 Free space per month</i>
All Others	<i>\$25 per weekend (\$100 per month)</i>

**Sec. 16-304. Services.**

1. Copies.

Annual Renters	<i>1,500 per year</i>
Members	<i>2,000 per year</i>
Monthly Renters	<i>200 per month</i>
Weekly Passes	<i>250 per week</i>
Daily Passes	<i>10 per day</i>
Regular Page Price	<i>\$0.10 per page</i>

2. Faxes.

Annual Renters	<i>52 uses per year</i>
Members	<i>52 uses per year</i>
Monthly Renters	<i>5 uses per year</i>
Weekly Passes	<i>1 per day</i>
Daily Passes	<i>1 per day</i>
Regular Page Price	<i>\$0.10 per page</i>

# Staff Summary Report

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<b>MEETING DATE:</b>	March 14, 2017
<b>AGENDA ITEM:</b>	XII. Business Item (C)
<b>AGENDA TITLE:</b>	Intent to Adopt Ordinance 2017-458 An Ordinance Amending Chapter 2, Article II, Division 4 Governance Policies

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<b>ACTION REQUESTED BY:</b>	Staff
<b>ACTION REQUESTED:</b>	Approve the Intent to Adopt Ordinance 2017-458 An Ordinance Amending Chapter 2, Article II, Division 4 Governance Policies
<b>SUMMARY BY:</b>	Edward Kotyk

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## PROJECT DESCRIPTION / FACTS

1. The City Commission established Governance Policies in October 2009, with an amendment in 2010.
2. City Commission had a workshop on March 1, 2017 to review the existing policies which include:
  - Policy 1.1. Job Description
  - Policy 1.2. Code of Conduct
  - Policy 1.3. Process for Filling a Vacant Commissioner Position
  - Policy 2.1. Delegation to City Manager
  - Policy 2.2. Commission Personnel Committee Policy
  - Policy 2.3. Monitoring City Performance
  - Policy 3.1. City Manager Accountability Policy
  - Policy 3.2. Staff Treatment Policy
  - Policy 3.3. Employee Recognition Program Policy
  - Policy 4.1. Annual Performance Plan Policy

## PROCUREMENT / PURCHASING (if applicable)

Not applicable.

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

Not applicable.

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<b>SUPPORT DOCUMENTS:</b>	Ordinance 2017-458 Policies 1.1 through 4.1
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to Approve the Intent to Adopt Ordinance 2017-458 An Ordinance Amending Chapter 2, Article II, Division 4 Governance Policies
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**CITY OF AZTEC**  
**Ordinance 2017-458**

**An Ordinance Amending Chapter 2, Article II, Division 4 Governance Policies**

**WHEREAS**, The Aztec City Commission recognizes their role as policy developers for the City of Aztec, and

**WHEREAS**, The Aztec City Commission recognizes the need for producing measurable results while working effectively with citizens, professional staff and other boards and agencies, and

**WHEREAS**, The Aztec City Commission desires to have policies that establish the practical, ethical and legal boundaries within which all staff activity and decision-making will take place and be monitored, and

**WHEREAS**, The Aztec City Commission desires to have policies about the authority and accountability of the City Manager; how authority is delegated to the City Manager; and how its use is monitored, and

**WHEREAS**, The Aztec City Commission desires to have policies for what the Commission intends the city to achieve, and

**WHEREAS**, The Aztec City Commission desires to have policies for how the Commission will conceive, carry out and monitor its own work,

**NOW, THEREFORE**, the City of Aztec creates and ordains as attached.

**PASSED, APPROVED, SIGNED AND ADOPTED** this \_\_\_\_ day of April 2017, by the Aztec City Commission, City of Aztec, New Mexico.

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

ATTEST:

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

APPROVE AS TO FORM:

\_\_\_\_\_  
Larry Thrower, City Attorney

Advertised Date of Final Adoption:

Effective Date of Ordinance:

\_\_\_\_\_  
\_\_\_\_\_

## DIVISION 3. GOVERNANCE POLICIES

### Sec. 2-61. Policies.

It is the purpose of this Division to establish the Commission's governance policies incorporate herein by reference and set forth as follows:

1. Commission Process Policies.
  - 1) Job Description Policy
  - 2) Code of Conduct Policy
  - 3) Process for Filling a Vacant Commission Position Outside of an Election
  
2. Commission / City Manager Relationship Policies.
  - 1) Delegation to the City Manager Policy
  - 2) Commission Personnel Committee Policy
  - 3) Monitoring City Performance Policy
  
3. City Manager Accountability Policies.
  - 1) City Manager Accountability Policy
  - 2) Staff Treatment Policy
  - 3) Employee Recognition Program Policy
  
4. Strategic Direction Policy.
  - 1) Annual Performance Plan Policy

Policies shall be monitored by the method and with the frequency as specified on each policy document. **Revisions or updates to the policies shall be approved by the City Commission through the adoption of an ordinance.**



## COMMISSION PROCESS POLICY

### Policy 1.1. Job Description Policy

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The job of the City Commission is to represent the citizens and taxpayers and to lead the city by determining and requiring appropriate and excellent organizational performance. To distinguish the City Commission's own unique job from the jobs of the City Manager and staff, the City Commission will concentrate its efforts on the following:

1. Determining and using proactive strategies to ensure constructive two-way dialogue for input from staff and citizens as a means to link the entire city around goal achievement; and
2. Developing written policies which, at the broadest levels, address:
  - 1) Commission Process Policies. How the commission will conceive, carry out and monitor its own work;
  - 2) Commission/City Manager Relationship Policies. How authority is delegated and its proper use monitored; the City Manager's role and his/her authority and accountability;
  - 3) City Manager Accountability Policies. Constraints on the City Manager authority which establish the practical, ethical and legal boundaries within which all staff activity and decision-making will take place and be monitored; and
  - 4) Strategic Direction Policies. What the commission intends for the city to achieve.
3. Ensuring the City Manager performance by monitoring of the
  - 1) Annual Performance Plan;
  - 2) City Manager's Accountability Policies; and
  - 3) Results of an annual assessment on City Manager performance.
4. Ensuring City Commission performance through monitoring Commission Process Policies and Commission/City Manager Relationship Policies.
5. Ensuring that the Annual Performance Plan is the focus of organizational performance.

Unless expressly stated otherwise, nothing in this or any other City Commission Rule or Policy shall change any collective bargaining agreement, employment contract or "at will" employment of any city employee.

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<b>Adopted:</b>	October 2009
<b>Monitoring Method:</b>	Commission Self-Assessment
<b>Monitoring Frequency:</b>	<del>Annually in January</del> Every 2 years on even years.

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## **COMMISSION PROCESS POLICY**

### **Policy 1.2. Code of Conduct Policy**

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The City Commission commits itself and its members to ethical, businesslike and lawful conduct, including proper use of authority and appropriate decorum when acting as City Commission members. Accordingly:

1. City Commission members will represent the interests of the citizens of the entire city. This accountability to the whole city supersedes:
  - 1) Any conflicting loyalty a member may have to other advocacy or interest groups;
  - 2) Loyalty based upon membership on other commissions or staffs;
  - 3) Conflicts based upon the personal interest of any commission member;
  - 4) Conflicts based upon being a relative of an employee of the city;
  - 5) Any other conflicts of interest as outlined by the New Mexico state statute.
2. City Commission members may not attempt to exercise individual authority over the organization. As such:
  - 1) City Commission member interaction with the City Manager or with staff must recognize the lack of authority vested in individuals except when explicitly authorized by the City Commission, and
  - 2) City Commission member interaction with the public, press or other entities must recognize the same limitation and the inability of any City Commission member to speak for the City Commission except to repeat explicitly stated commission decisions. The City Manager will respond to requests for information on issues that have not yet been decided by the City Commission. The Mayor will respond to requests for information on issues that have been decided by the City Commission.
3. City Commission members shall maintain confidentiality appropriate to sensitive issues and information that otherwise may tend to compromise the integrity or legal standing of the commission and/or city, especially those matters discussed in closed session.
4. City Commission members shall abide by the current Commission Code of Conduct and other Guidelines found in Chapter 2, Article II, Governing Body of the City Code, **Sec 2-34. Code of Conduct.**

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<b>Adopted:</b>	October 2009
<b>Monitoring Method:</b>	Commission Self-Assessment
<b>Monitoring Frequency:</b>	<del>Annually in January</del> Every 2 years on even years.

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## **COMMISSION PROCESS POLICY**

### **Policy 1.3. Process for Filling a Vacant Commissioner Position**

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In a Commission-Manager form of government, in the event that a Commissioner position becomes vacated, the remaining Commissioners may request either a Special Election or they may appoint a qualified elector to fill the vacant office.

Requirements for holding a Special Election are set forth in the [New Mexico State Statute](#).

The purpose of this policy is to set forth procedures for filling a vacancy on the Commission.

#### **NECESSARY ACTION STEPS**

##### **1. Pre-interview Process.**

- 1) The City Clerk will notify all Commissioners immediately upon receipt of a resignation letter from any City Commission Member.
- 2) City Commission Members will, in a public meeting, discuss and vote on the preferred manner of filling the position (election vs. interview).
- 3) City Commission Members will, in a public meeting, will discuss and vote on the desired details involved in the interview process (length of opening, closing date, interview date, etc.) and direct the City Clerk to coordinate appropriate publication.
- 4) The City Clerk will accept resumes and letters of interest and confirm with the County Clerk's Office that each candidate is a qualified elector.
- 5) The City Clerk will take responsibility for providing packets to the Commission after the closing date.
- 6) City Commission Members may narrow down choices of candidates to a minimum of (3) for interviews.
- 7) City Commission Members will work with the City Clerk to develop interview questions

##### **2. Interview Process.**

- 1) An interview process will be held at a determined date and time and be open to the Public.
- 2) City Commission Members will determine interview questions and may seek assistance from the City Clerk in preparing the questions.

- 3) City Commission Members may have the City Clerk present questions to the candidates or Members may determine another method.
- 4) Each Candidate will be asked identical questions.

3. Final Notification Process.

- 1) Once interviews are complete, and at a scheduled date and time, City Commission Members may meet to discuss the final candidate.
- 2) The official appointment of the City Commission position must be made in a public meeting at a scheduled date and time.
- 3) The City Clerk shall schedule the Oath of Office and coordinate the administrative process.
- 4) The successful candidate may begin participation as an official City Commission Member immediately following the Oath of Office ceremony.

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<b>Adopted:</b>	June 2010
<b>Monitoring Method:</b>	Commission Assessment
<b>Monitoring Frequency:</b>	<del>Annually in January</del> Every 2 years on even years.

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## COMMISSION / CITY MANAGER RELATIONSHIP POLICY

### Policy 2.1. Delegation to the City Manager

---

The City Commission will instruct the City Manager through written policies that prescribe the city goals to be achieved and describe organizational situations and actions to be avoided. The City Commission will support any reasonable and consistent interpretation of those policies by the City Manager.

Accordingly:

1. The City Commission will develop policies instructing the City Manager to achieve defined goal results. These policies will be developed systematically from the broadest, most general level to more defined levels, and will be called Strategic Direction Policies.
2. The City Commission will develop policies to let the City Manager know what practices and circumstances to avoid and to establish the practical, ethical and legal boundaries within which all staff activity and decision-making will take place and be monitored. These policies will be developed systematically from the broadest, most general level to more defined levels, and they will be called City Manager Accountability Policies.
3. As long as the City Manager uses any reasonable and consistent interpretation of the City Commission's Strategic Direction Policies and City Manager Accountability Policies the City Manager is authorized to establish administrative procedures, make all decisions, establish all practices and develop all activities the City Manager deems appropriate to achieve the City Commission's vision, goals, and policy expectations.
4. The City Commission may change its Strategic Direction Policies and/or City Manager Accountability Policies at any time after input from staff and by majority vote of City Commission members, thereby shifting the boundary between the City Commission and City Manager domains. By doing so, the City Commission changes the latitude of choice given to the City Manager. However, as long as any commission-specified delegation of authority is in place, the City Commission will respect and support any reasonable and consistent interpretation of its policies, even though City Manager choices may not be the choices the commission or its members may have made.

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<b>Adopted:</b>	October 2009
<b>Monitoring Method:</b>	Commission Self-Assessment
<b>Monitoring Frequency:</b>	<del>Annually in January</del> Every 2 years on even years.

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## COMMISSION / CITY MANAGER RELATIONSHIP POLICY

### Policy 2.2. Commission Personnel Committee Policy

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This policy establishes a Personnel Committee for the purpose of managing the performance of the City Manager and providing regular feedback to both the City Commission and the City Manager.

Accordingly:

1. The Personnel Committee will consist of the mayor or mayor pro-tem and one other City Commissioner, ~~two City Commission members, selected by the City Commission,~~ whose responsibility will be to:
  - 1) Represent the entire commission in the regular assessment of the City Manager's performance and;
  - 2) Provide ~~quarterly~~ **twice a year or more**, feedback to the City Manager on progress and accomplishments.
2. The Personnel Committee will accomplish this ~~quarterly (in January, April, July and October)~~ **twice a year or more**:
  - 1) Assessing and discussing with the City Manager, progress on the Annual Performance Plan;
  - 2) Assessing and discussing with the City Manager, compliance with the City Commission policy;
  - 3) Assessing and discussing with the City Manager, progress in areas identified by the assessment to be improvement opportunities;
  - 4) Discussing any current concerns or issues raised by either the City Manager or commission; and
  - 5) Determining any support/resources needed by the City Manager from the commission.
3. The Personnel Committee will be responsible to make a ~~written~~ report to the City Commission ~~at regular meetings~~ to coincide with the ~~current quarterly~~ review ~~process timeline~~.
4. The entire City Commission will do a formal annual review of the City Manager in ~~July last two months~~ of ~~each~~ the fiscal year. This review will be facilitated by the Personnel Committee and will fulfill the requirements of Policy 1.2. Job Description Policy (Subsection 3).
5. A copy of the written assessment of the City Manager's performance will be provided to the City Manager and the original will be placed in the City Manager's personnel file.

**Monitoring Frequency:** ~~Annually in January~~ Every 2 years on even years.

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## COMMISSION / CITY MANAGER RELATIONSHIP POLICY

### Policy 2.3. Monitoring City Performance Policy

While the commission is encouraged to communicate with staff, the commission's connection to the city's daily operations, its achievements, and conduct will be through the City Manager.

1. The City Manager is the City Commission's only link to operational achievement and conduct, so that all authority and accountability of employees, as far as the City Commission is concerned, is considered the authority and accountability of the City Manager. Accordingly:
  - 1) The City Commission will not give instructions to persons who report directly or indirectly to the City Manager;
  - 2) The City Commission will not evaluate the performance of any employee other than the City Manager; and
  - 3) The City Commission will review the City Manager's performance **quarterly**. Systematic and rigorous monitoring of, and **quarterly** feedback on, the City Manager's job performance will be against the expected progress of the Annual Performance Plan and compliance with the boundaries specified in the City Manager Accountabilities Policies. The City Commission may acquire monitoring data by one or more of three methods:
    - a. By internal report, in which the City Manager discloses compliance information to the City Commission;
    - b. By external report, in which an external, disinterested third party selected by the commission assesses compliance with city policy and
    - c. By direct City Commission member inspection, in which the member assesses compliance with the appropriate policy criteria.
2. All policies that set boundaries for the City Manager will be monitored at a frequency and by a method recommended and approved by the City Commission. The City Commission can monitor any policy at any time by any method, but will ordinarily depend on a routine schedule:

Task	Method	Frequency
<del>Wage Analysis</del>	<del>Internal by HR Director</del>	<del>Every three years</del>
Financial Reports	Internal by Finance Director	Monthly, Quarterly, Annually
Annual Financial Audit	External Auditor	Annually
<del>Customer Satisfaction Surveys</del>	<del>Internal/External by City Manager</del>	<del>Bi-Annually</del>
<del>Internal Process Efficiency Reports</del>	<del>Internal by City Manager</del>	<del>Semi-Annually</del>
Utility Rate Review	Internally by Manager	<b>Annually Every 2 years</b>

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<b>Adopted:</b>	October 2009
<b>Monitoring Method:</b>	Personnel Committee
<b>Monitoring Frequency:</b>	<del>Quarterly</del> Every 2 years on even years.

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## **CITY MANAGER ACCOUNTABILITY POLICY**

### **Policy 3.1. City Manager Accountability Policy**

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The City Manager shall not cause or allow any practice, activity, decision, or organizational circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics including but not limited to the following:

1. The City Manager shall not allow the assets to be unprotected, inadequately maintained, or unnecessarily risked. Accordingly the City Manager may not:
  - 1) Allow unauthorized personnel access to material amounts of funds;
  - 2) Subject facilities or equipment to improper wear and tear or insufficient routine maintenance;
  - 3) Unnecessarily expose the City, City Commission, or staff to claims of liability;
  - 4) Make any purchase without following the city's current Purchasing Policy, state statute and city code;
  - 5) Fail to protect intellectual property, information, and files from loss or significant damage, or access by unauthorized persons;
  - 6) Receive, distribute and/or account for funds under controls that are insufficient to meet standard accounting practices and/or to protect the city;
  - 7) Invest or hold operating capital in insecure instruments, including uninsured checking accounts or in non-interest-bearing accounts except where necessary to facilitate ease in operational transactions or where it does not benefit the city;
  - 8) Endanger the city's image or credibility, particularly in ways that would hinder its accomplishment of its mission; and
  - 9) Fail to timely provide commission, staff, contract vendors and the public information necessary to carry on the city's business.
  - 10) Allow the Finance Director and Municipal Judge positions to operate without appropriate surety bonds.
2. With respect to the treatment of employees, the City Manager may not cause or allow conditions that are unfair or undignified. Accordingly, the City Manager shall not:
  - 1) Operate without following written personnel policies that clarify personnel rules for employees, provide for effective handling of complaints and protect against wrongful or illegal conditions;
  - 2) Wrongfully discriminate against any employee at any time for any reason; and
  - 3) Fail to acquaint staff with this policy.
3. Financial planning in any fiscal year shall not deviate from actual expenditures approved in the Annual Performance Plan, except for approved budget

adjustments, or risk fiscal jeopardy for the city. Accordingly, the City Manager shall not allow budgeting that:

- 1) Contains too little information to enable credible projection of revenues and expenses, separation of capital and operational items, cash flows and disclosure of planning assumptions; and
  - 2) Acquire, encumber or dispose of real property without the City Commission's approval.
4. Regarding employment, compensation and benefits to employees, consultants, and contract workers, the City Manager shall not cause or allow jeopardy to fiscal integrity or city image. Accordingly the City Manager may not:
- 1) Change his/her own compensation and/or approved benefits;
  - 2) Promise or imply benefits that are outside approved benefit policies;
  - 3) Promise or imply permanent or guaranteed employment; and
  - 4) Establish compensation that deviates materially from the geographic or professional market for the skills employed and/or that is outside of the approved budget.
5. The City Manager shall not permit the commission to be uninformed or unsupported in its work. Accordingly, the City Manager shall not:
- 1) Neglect to submit monitoring data, status reports, financial information or other pertinent information required by the commission in a timely, accurate, and understandable manner;
  - 2) Let the commission be unaware of relevant trends or significant changes of any kind that could [or have] negatively impact[ed] the city; and
  - 3) Fail to report in a timely manner an actual or anticipated non-compliance with local, state, and federal rules and statutes.
6. Regarding employee wages, the City Manager shall not fail to do wage research and analysis at least every three years.
7. Regarding City Manager absences from work, the City Manager shall not fail to:
- 1) Notify the Mayor if he or she will be out of the office for two (2) or more workdays; and
  - 2) Follow City of Aztec Personnel Policy ~~and Procedures Manual~~ regarding notification for vacation, sick leave, and personal leave of absence.

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<b>Adopted:</b>	Adopted October 2009; Amended June 2010
<b>Monitoring Method:</b>	Personnel Committee
<b>Monitoring Frequency:</b>	<del>Quarterly</del> Every 2 years on even years.

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## CITY MANAGER ACCOUNTABILITY POLICY

### Policy 3.2. Staff Treatment Policy

---

With respect to treatment of paid and volunteer staff, the City Manager shall not knowingly cause or knowingly allow conditions, procedures, actions or decisions which are unlawful, unethical, unsafe, disrespectful, undignified, immoral, disreputable, disruptive of city operations, or in violation of commission policy.

Accordingly, the City Manager may not:

1. Fail to develop procedures for reasonable background inquiries and checks prior to hiring any paid personnel or utilizing the services of any volunteers;
2. Operate without written personnel and administrative policies which:
  - 1) Clarify personnel rules and procedures for staff;
  - 2) Provide for effective handling of grievances;
  - 3) Include adequate job descriptions for all staff positions;
  - 4) Include salary and compensation plans that comply with state law;
  - 5) Include an effective personnel performance evaluation system;
  - 6) Establish procedures for reductions in workforce;
  - 7) Protect against sexual harassment;
  - 8) Protect against racial, religious, gender, age, disability and ethnic bias or discrimination or any known legal infraction against a protected groups(s); and
  - 9) Provide for a workplace that is free from illegal drugs; misuse of legal drugs; and alcohol.
3. Prevent employees from grieving to the City Commission when internal grievance procedures have been exhausted and the employee alleges that the City Commission policy has been violated;
4. Fail to protect confidential information;
5. Fail to provide for open communication and the sharing of ideas; and
6. Fail to provide staff with an opportunity to become familiar with the provisions of this policy.

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<b>Adopted:</b>	October 2009
<b>Monitoring Method:</b>	Personnel Committee
<b>Monitoring Frequency:</b>	<del>Quarterly</del> Every 2 years on even years.

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## CITY MANAGER ACCOUNTABILITY POLICY

### Policy 3.3. Employee Recognition Program Policy

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This policy promotes the recognition of employee contributions to the overall objectives of the City. Accordingly:

1. The city shall develop and implement an Employee Recognition Program to acknowledge employees' contributions to the overall objectives of the city.
2. City guidelines detailing the recognition program should be communicated to employees. These guidelines should provide appropriate information about the program such as:
  - 1) The criteria upon which recognition decisions will be based.
  - 2) A description of the process for selection of employees for recognition awards.
  - 3) The identification of the person(s) responsible for selecting recognition award recipients.
  - 4) A description of the awards and the manner of presentation.
3. Recognition awards may be:
  - 1) Formal Recognition. Recognition presented at an annual banquet recognizing an employee for years of service.
  - 2) Planned Recognition. Recognition characterized by pre-arranged, more frequently scheduled ways of acknowledging contributions and accomplishments of an individual or team. This approach is less formal and provides more frequent opportunities to recognize employees. Examples may include employee of the month, safety, outstanding suggestion and customer service.
  - 3) Immediate Recognition. Recognition provided at any time for things such as demonstration of city values and contribution to department objective and city goal achievement.
4. The city shall ensure the availability of funds to support costs incurred by employee recognition programs. Any expenses incurred for presentation of awards under this policy shall be reasonable, in the approved budget.
5. The city shall be aware of and comply with any tax requirements and the city shall operate within any guidelines that may be established from time to time by the State of New Mexico statutes.

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**Adopted:** October 2009

**Monitoring Method:** City Manager

**Monitoring Frequency:** **Annually in January Every 2 years on even years.**

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## STRATEGIC DIRECTION POLICY

### Policy 4.1. Annual Performance Plan Policy

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The City Commission has established broad goals that will serve the city for many years as part of the City's overall strategic direction. It will be the responsibility of the City Manager to produce an Annual Performance Plan for City Commission review and approval. The Annual Performance Plan will demonstrate through Objectives and Action Plans what the city intends to accomplish in the coming year in support of city goals.

Accordingly:

1. Each year ~~in April~~, **during the budget process**, the City Manager will present the City's Annual Performance Plan to the City Commission.
2. Each year in conjunction with the Budget, the City Commission will adopt the city's Annual Performance Plan as is or with recommended changes or additions. If there are additions, both City Commission and staff must agree that the overall plan is **deable achievable** in a one year's period of time or modify the plan until such agreement is reached.
3. The Annual Performance Plan will be presented in a table showing:
  - 1) Objectives that will be accomplished in the coming year to support city goals.
  - 2) The City Goal that the Objective supports.
  - 3) The Responsible Person for Objective achievement.
  - 4) The Target Date for Objective Completion
4. The Objectives in the Annual Performance Plan should state specifically what will be accomplished in one year.
5. Moving an Objective achievement(s) to a new year shall occur only if the City Commission agrees by majority vote, after reviewing supporting argument for the move, that unforeseen circumstances warrant delaying Objective achievement.
  - 1) **At the first Commission meeting in May, the Annual Performance Plan will be reviewed and an amendment adopted if needed.**
6. If the City Commission determines it is in the best interest of the city to add an Objective to the Annual Performance Plan any time other than at the April commission meeting, the City Commission, working with the City Manager, shall determine which of the existing Objectives shall be moved to next year's Annual Performance Plan to allow adequate time and other resources for the new Objective.

7. Success or failure in the achievement of the Objectives in the Annual Performance Plan shall be considered during the City Manager's annual performance review.
8. The City Manager will be responsible for all Objective achievement(s) either by his/her own effort or through the efforts of the management team.

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<b>Adopted:</b>	October 2009
<b>Monitoring Method:</b>	City Manage and Personnel Committee
<b>Monitoring Frequency:</b>	<del>Quarterly</del> Every 2 years on even years.

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# Quasi Judicial Hearing

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<b>MEETING DATE:</b>	March 14, 2017
<b>QUASI JUDICIAL ITEM:</b>	<b>XIII. QUASI JUDICIAL HEARING (A)</b>
<b>QUASI JUDICIAL TITLE:</b>	Request for a Waiver: to allow a Body Art Establishment, Ink'd Vessel Tattoo Shop, to operate at 111 West Chaco Street, Aztec, New Mexico.

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## FINDING OF FACTS

### Business License Officer Finding of Facts

- Applicant is requesting a Waiver for a Body Art Establishment, Ink'd Vessel Tattoo Shop to be located at 111 West Chaco Street, in Aztec, NM and receive a permanent business license for 2017.
- Under current regulations of the Aztec City Code, Section 11-11-3. Which states "No Body Art Establishment shall be located within three hundred (300) feet of a private or public elementary school, secondary school or high school; church; or residence, unless waived by the City Commission by requesting a public hearing. The distance of three hundred (300) feet shall be measured on a straight line from the closest boundary line of the body art establishment to the closest boundary line of a prohibited area referenced in this subparagraph.
- Community Development Department has reviewed the request for a waiver and has no objections due to the duplication of Business License and conditional use requirements and procedures; both departments thought it prudent to conduct one review. It fell to Business Licensing due to the 300' distance, which is great than the conditional use of 100'.
- The closest residential property boundary line from the body art establishment located at 111 W. Chaco Street, is 8 feet from residential property. The residential property is addressed as 109 W. Chaco Street.
- The closest church property boundary line from body art establishment to be located at located at 111 West Chaco St, is approximately 245 feet. The church property is addressed as 123 E. Chaco Street.
- The closest school property boundary line from body art establishment to be located at located at 111 West Chaco St, is approximately 975 feet. The school property is addressed as 110 N. Mesa Verde.
- The closest day-care property boundary line from body art establishment to be located at located at 111 West Chaco St, is approximately 870 feet. The day-care property is addressed as 322 N. Main Ave.
- The applicant, Michael Anderson, is a licensed Tattoo Artist through the State of New Mexico. License # TA388. There are no violations reported on his license.
- The Ink'd Vessel Tattoo Shop has been approved and licensed as a Body Art Establishment through the State of New Mexico. License # EST000331.

- This will be a newly formed establishment an inspection will not take place until a few months after approval of the establishment.
- A Notice of Public Hearing was mailed to property owners within a 300ft radius of the proposed location of 111 West Chaco Street, on February 28, 2017.
- Should the Waiver be granted, it will be for Ink'd Vessel Tattoo Shop business only and only granted at the location of 111 West Chaco Street. If the business should change locations or ownership the Waiver is not be transferrable.

**Applicant Finding of Facts (If necessary to add additional facts)**

1. .
2. .
- 3.

Staff Summary continued on next page.

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- SUPPORT DOCUMENTS:**
1. Aztec City Code-Ch. 11, Article XI-Body Art Establishments, specifically, Section 11-11-3.
  2. Map of 111 W. Chaco Street indicating properties within 300ft
  3. Business License Application for 2017.
  4. Licensee Search of State website for Michael Morrison
  5. Letter Notifying applicant of hearing date.
  6. Application Request for Public Hearing.
  7. Public notice mailed to property owners within 300ft.
  8. Listing of recipients' that received public notice.
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***BUSINESS LICENSE OFFICER and COMMUNITY DEVELOPMENT DIRECTOR'S RECOMMENDATION:*** The Business License Officer and the Community Development Director recommend approving this request by granting a Conditional Use Permit to Ink'd Vessel Tattoo Shop, a Body Art Establishment to be located at 111 West Chaco Street, Aztec, NM, should the business move or change ownership at which time the Conditional Use Permit will be void, accepting Findings of Fact 1-8 from the Business License Officer.

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**RECOMMENDED RULING:**  
 Move to APPROVE the request to grant a Waiver for a Body Art Establishment to be located at 111 West Chaco Street, Aztec. NM known as Ink;d Vessel Tattoo Shop. Should the business move or change ownership, the Waiver will be null and void, accepting Findings of Fact 1-8

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**ARTICLE XI. BODY ART ESTABLISHMENTS**

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**DIVISION 1. LICENSE****Sec. 11-11-1. Application Requirements; License Fee.**

1. All applicants wishing to engage in the business of body art must:
  - 1) Demonstrate and provide proof to the Business License Officer that the applicant has been issued a current and valid license under the State of New Mexico "Body Art Safe Practices Act," (NMSA 1978, §3-61-17B) as it may be amended or revised); and
  - 2) Pay to the City of Aztec the body art establishment business license fee as provided in Chapter 16 Fee Schedule Article VIII, Business Registration and License Fees.
2. Prior to receiving an annual renewal of the business license for a body art establishment, each business owner must provide evidence to the Business License Officer that the body art establishment successfully passed a state inspection pursuant to the Body Art Safe Practices Act during the preceding calendar year. In the event that the body art establishment has not been inspected by the state through no fault of the business owner, the owner may apply to the City Commission for an extension of time allowing the business to operate temporarily until an inspection can be performed.

**Sec. 11-11-2. Special Event for Mobile Body Art Business License; License Fee.**

- 1) Demonstrate and show proof to the Business License Officer that the applicant has been issued a current Special Event license under the State of New Mexico "Body Art Safe Practices Act," (NMSA 1978, §3-61-17B) as it may be amended or revised); and
- 2) Pay to the City of Aztec the body art establishment business license fee as provided in Chapter 16 Fee Schedule Article VIII, Business Registration and License Fees.

 **Sec. 11-11-3. Prohibition.**

1. No Body Art Establishment shall be located within three hundred (300) feet of a private or public elementary school, secondary school or high school; church; or residence, unless waived by the City Commission by requesting a public hearing. The distance of three hundred (300) feet shall be measured on a straight line from the closest boundary line of the body art establishment to the closest boundary line of a prohibited area referenced in this subparagraph.
2. Administering of permanent body art will not be allowed at any physical location other than a permanent licensed body art establishment.

**Sec. 11-11-4. Minors.**

1. Administering permanent body art on any person under the age of eighteen (18) is prohibited.
2. Proof of age will be shown by a government-issued photo identification accompanied by at least one other government-issued document showing proof of age, such as a birth certificate.
3. It shall be unlawful for any owner, manager or other person in charge of a body art establishment to knowingly allow a person under the age of eighteen (18) to be admitted into a body art establishment.

**Sec. 11-11-5. State Inspections.**

If a body art establishment fails to successfully pass a state board inspection, the body art establishment shall suspend body art activities until it passes a re-inspection.



300 Foot Buffer Around 111 W. Chaco Street.

City of Aztec  
201 West Chaco  
Aztec NM 87410  
www.aztecnm.gov



Office: (505) 334-7670  
Fax: (505) 334-7679

License No. 2241  
License Fee: \$50.00 *26212*

## APPLICATION FOR BUSINESS LICENSE Body Art Establishments

**PLEASE PRINT**

Legal Name of Business: INK'D VESSEL TATTOO SHOP  
Trade Name (DBA): INK'D VESSEL TATTOO SHOP  
Physical Address: 111 W. CHACO, AZTEC, NM 87410  
Mailing Address: 207 E. PEARCE, BLOOMFIELD, NM 87413  
Business Phone #: (505) 427-0409 Alternate Phone #: (505) 402-3047  
Business Email Address: mike\_mo\_05@yahoo.com  
Business Website Address: fb.me/inkdvesseltattoo  
REQUIRED: State of New Mexico Taxpayer ID 03-284317-06-8

Federal Employer Id # (FEIN)

If no FEIN, please provide

585-31-1963  
Social Security Number

**PRIMARY TYPE OF BUSINESS IN NEW MEXICO (Check One)**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> 01 - Agriculture   | <input type="checkbox"/> 05 - Trans, Comm. Utility      | <input checked="" type="checkbox"/> 09 - Service-General |
| <input type="checkbox"/> 02 - Mining        | <input type="checkbox"/> 06 - Wholesale                 | <input type="checkbox"/> 10 - Service-Food               |
| <input type="checkbox"/> 03 - Construction  | <input type="checkbox"/> 07 - Retail                    | <input type="checkbox"/> 11 - Government                 |
| <input type="checkbox"/> 04 - Manufacturing | <input type="checkbox"/> 08 - Finance, Ins, Real Estate |  |

Describe the nature of Business. Please be very specific. TO PERFORM  
BODY ART BY USING THE ART OF TATTOOING.

Date business started or will start in Aztec: MARCH 20<sup>TH</sup>, 2017

Business is located in:  Commercial or Retail Building  Private Residence

Will your business require any construction modifications to the building/space, or any changes to the ventilation, plumbing, or electrical systems? \_\_\_ Yes  No.

If yes, contact the City of Aztec Community Development Department located at City Hall, 201 W Chaco in Aztec or call 505-334-7604 for permit requirements.

Please initial to confirm that the location of the business meet all applicable building and fire codes:

Initials MM

**Type of Ownership:**

Please check one.

- Proprietorship (Sole Owner)
- Partnership (LP, LLP, LLLP, LPA)
- Limited Liability Company (LLC)
- Corporation/S Corporation
- Non-Profit Organization 501 (c) 3  
Attach IRS Determination Letter

**Individual**

Name of Owner: MICHAEL MORRISON  
 Home Address: 207 E. PEARCE, BLOOMFIELD, NM 87413  
 Driver's License # and State of Issue: 033447574 NM Home Phone # (505)427-0409

**Corporation, Limited Liability Co, or Partnership**

Name of Corporation/S-Corporation, Limited Liability Co, or Partnership

Contact Name	Title/Position	Home Phone #
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Home Address

Contact Name	Title/Position	Home Phone #
--------------	----------------	--------------

Home Address

Street	City	State	Zip Code
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**Registered Agent** - The individual responsible for accepting service of process for an entity.

Name	Title/Position	Home Phone #
------	----------------	--------------

Home Address

Street	City	State	Zip Code
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**Non-Profit 501 (c)3 Organization** MUST ATTACH IRS DETERMINATION LETTER.

Name of Organization

Contact Name	Title/Position	Phone #
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Address

Street	City	State	Zip Code
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State your profession or occupation: BODY ARTIST

Your Profession or Occupation requires **New Mexico State Certification and/or License.**

**Your must provide proof** that the business establishment has successfully passed a state inspection pursuant to the Body Art Safe Practices Act.

**You must attach a copy** of your current certification or license issued by the State of New Mexico.

Including owner/applicant, how many employees are employed in the business? 1

The City of Aztec publishes all new businesses in our local newspaper. If you prefer your business not to be published in our local newspaper please check this box

I understand that a copy of Chapter 11, Business Licensing and Regulations of the Aztec City Code is available upon request or I can visit the City of Aztec's website at [www.aztecm.gov](http://www.aztecm.gov) to view and print. Please initial MM

**Do you need more information?**

We would like to provide all Aztec Businesses with valuable information to answer as many questions you may have about doing business in Aztec. Please let us know how we can assist you:

**Signature**

It shall be unlawful for any applicant to knowingly provide any materially inaccurate, false, or misleading information on any license application. I hereby certify under penalty of perjury that the statements made herein are to the best of my knowledge, true, correct and complete.

MICHAEL MORRISON  2-20-17  
Printed Name Applicant Signature Date

THIS SECTION FOR CITY OF AZTEC USE ONLY	
<b>BUSINESS LICENSE DIVISION</b>	
Comments:	
This application must go before City Commission per section 11-11-3 of Aztec City code before for approval, the location is within 300 ft from a residence.	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
<u>Delain George</u>	02-22-2017
Signature	Date
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>	
Comments:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature	Date
Temporary License Issued: <input type="checkbox"/> Yes	<input type="checkbox"/> No
Temporary License Expiration Date:	_____
Public Hearing required <input type="checkbox"/> Yes	<input type="checkbox"/> No

City Of Aztec Community Development Checklist

Is the address of the business located inside or outside the city limits of Aztec?  IN  OUT

Including owner/applicant, how many employees are employed in the business? 1

Does the business receive public traffic?  YES  NO

If YES, how many customers per day? \_\_\_\_\_

What are the hours of operation? 10 AM 6 PM

Will there be traffic concentrated during a specific time of day? (specify times)

What type of off street parking is available, if any?

PUBLIC STREET PARKING

Are there any business related vehicles?  YES  NO

If YES, list each vehicle by make/model and license and where they will be stored overnight. (Use separate sheet)

Any machinery kept outside (e.g. backhoes, drill rig, etc)?  YES  NO

If YES, what type and how many? \_\_\_\_\_

Is there any other outside storage (e.g. pipes, engines, tools, etc)?  YES  NO

If YES, what type, how long, and what is being done to screen from view?

I, MICHAEL MORRISON agree to comply with all applicable regulations in the City of Aztec Code, found online at [www.aztecnm.gov](http://www.aztecnm.gov) or in the City Clerk's office located at 201 W. Chaco, Aztec, NM 87410.

[Signature] Signature of applicant 2-20-17 Date

COMMUNITY DEVELOPMENT USE ONLY

What is the zone district for this business? NIC A-1 MH R-1 R-2 C-1 C-2 O-1 M-1 M-2 PUD

Is business in compliance with the Zone district?  YES  NO

Stipulations or Restrictions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS IS TO CERTIFY THAT**

**Michael K. Morrison**  
 is licensed / registered by the New Mexico Regulation and Licensing Department  
 in accordance with provisions of laws in the State of New Mexico

License / Registration No.	License / Registration Type
<b>TA388</b>	<b>Tattoo Artist</b>
Issue Date	Expiration Date
<b>12/17/2013</b>	<b>12/17/2017</b>

The bearer is prohibited by law from using this identification card to give the impression that they are in any way connected with a governmental agency

Signature of holder: 



NEW MEXICO



**DRIVER'S LICENSE**

License # **033447574** ISSUED **06/17/2016**

Date of Birth **05/26/1973** EXPIRES **06/25/2020**

**MORRISON**  
**MICHAEL K**

207 E PIERCE ST  
BLOOMFIELD, NM 87401

SEX **M**

WEIGHT **230**

CLASS **CD**

DONOR

HEIGHT **6'01"**

EYES **GRN**

ENDORSEMENTS **NONE**

RESTRICTIONS **NONE**

**INK'D VASSEL TATTOO**  
**111 W. CHACO ST.**  
**AZTEC, NM 87410**

**THIS IS TO CERTIFY THAT**

**VOID**

is licensed / registered by the New Mexico Regulation and Licensing Department  
in accordance with provisions of laws in the State of New Mexico

License / Registration No.	License / Registration Type
Issue Date	Expiration Date

The bearer is prohibited by law from using this identification card to give the  
impression that they are in any way connected with a governmental agency

Signature of holder:

*State of New Mexico*  
**REGULATION & LICENSING DEPARTMENT**  
**BOARD of BODY ART PRACTITIONERS**



**THIS IS TO CERTIFY THAT**  
**Ink'd Vassel Tattoo**  
**LICENSE NO. EST000331**  
**Owner: Michael Morrison**  
**Supervising Licensee: Michael K. Morrison, TA388**  
**111 W. Chaco St., Aztec, NM 87410**

**Having complied with the provisions of the Body Art Act is hereby granted a  
license to practice as a**

**BODY ART ESTABLISHMENT**

**ISSUE DATE: 02/27/2017**

**DATE EXPIRES: 02/27/2018**

**Licensee Details**

**Demographic Information**

<b>Title:</b>	<b>First:</b> Michael	<b>Middle:</b> K.	<b>Last:</b> Morrison	<b>Suffix:</b>
<b>DOB:</b>	<b>SSN:</b>	<b>Gender:</b>	<b>POB:</b>	
<b>Citizenship Status:</b>		<b>Ethnicity:</b>	<b>Home State:</b>	
<b>Name:</b> Michael K. Morrison		<b>Owner:</b>		
<b>FEIN:</b>		<b>MID #:</b>	<b>Type:</b>	

**Address Information**

**License Information**

<b>DBA:</b>				
<b>Lic #:</b> TA388	<b>Profession:</b> Body Art Safe Practices	<b>Type:</b> Tattoo Artist	<b>Secondary:</b>	
<b>Status:</b> Active	<b>Issued:</b> 12/17/2013	<b>Expiry:</b> 12/17/2017	<b>Effective:</b> 12/17/2013	
<b>Reason:</b> Reinstatement	<b>Date:</b> 8/7/2015	<b>Renewed:</b> 1/9/2017	<b>Deg. Suff:</b>	
<b>Method:</b> Application	<b>State:</b>	<b>Country:</b>	<b>LOA Issue:</b>	
<b>Appealed:</b>	<b>Result:</b>	<b>Effective:</b>	<b>LOA Expiry:</b>	

**Cyclical Reports**

No Cyclical Reports
---------------------

**Cyclical Report Summary**

No Reports
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**Prerequisite Information**

<b>Relationship:</b> Business				
<b>Licensee:</b> Jake's Tattoo and Flash	<b>License Type:</b> Tattoo/Body Art Establishment			
<b>License #:</b> <u>EST000026</u>	<b>License Status:</b> Expired			
<b>Established:</b>	<b>Association Date:</b> 1/17/2017		<b>Expiry:</b>	
<b>Type:</b> Prerequisite User				
<b>Relationship:</b> Business				
<b>Licensee:</b> Pain and Pleasure	<b>License Type:</b> Tattoo/Body Art Establishment			
<b>License #:</b> <u>EST000263</u>	<b>License Status:</b> Expired			
<b>Established:</b>	<b>Association Date:</b> 1/6/2016		<b>Expiry:</b>	
<b>Type:</b> Prerequisite User				
<b>Relationship:</b> Business				
<b>Licensee:</b> Tattoos with Luster LLC	<b>License Type:</b> Tattoo/Body Art Establishment			
<b>License #:</b> <u>EST000139</u>	<b>License Status:</b> Expired			
<b>Established:</b>	<b>Association Date:</b> 12/17/2013		<b>Expiry:</b>	
<b>Type:</b> Prerequisite User				

**Inspection Information**

No Inspections
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**Education Information**

No Education Information
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**Employment Information**

No Employment Information
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**Specialty Information**

No Specialty Information
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**Violation Information**

No Violation Information
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**Discipline Information**

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No Discipline Information

**Limits/Restriction Information**

No Limits/Restriction Information

**License Bond Information**

No License Bond Information

**License CSR Information**

No License CSR Information

**Respondent License Information**

No Respondent License Information

**CheckList Information**

No CheckList Information

**Doing Business As**

Alias:

**Aliases**

No Aliases

**Related Documents**

No Related Documents

**Documentum**

No Related MLO Documents

**CE Courses**

Course	Title	Credit Hours	Category	Date Completed
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**CE Status**

Category	Credits Taken	Credits Carried Over	Credit Total	Max Usable	Credits Required
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**Prior Cycle CE Courses**

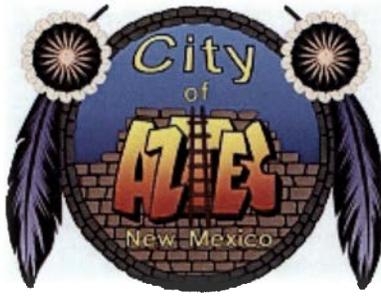
Course	Title	Credit Hours	Category	Date Completed
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**Prior CE Cycle Status**

Category	Credits Taken	Credits Carried Over	Credit Total	Max Usable	Credits Required
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Mayor  
Sally Burbridge

Mayor Pro-Tem  
Sherri A. Sipe



Commissioners  
Austin R. Randall  
Katee McClure  
Sheri L. Rogers

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

February 27, 2017

Ink'd Vessel Tattoo Shop  
111 W. Chaco St  
Aztec, NM 87413

RE: Notice of Public Hearing

Dear Mr. Morrison:

The Aztec City Commission will hold a Quasi Judicial Hearing on March 14, 2017, at 6:00p.m. in the City Commission Chambers located at Aztec City Hall, 201 W. Chaco St., Aztec, NM for your request to grant a waiver allowing you to operate a body art establishment business, Ink'd Vessel Tattoo Shop, located a 111 W. Chaco St.

Enclosed please find the following documents:

1. A public notice letter sent to property owners within 300 feet of 111 W. Chaco St.
2. Frequently Asked Questions: Quasi Judicial Hearing Procedure.
3. Application Request for Public Hearing.

Please sign the Application Request for Public Hearing and return to me as soon as possible.

Please contact me with any questions you may have. I can be reached at 505-334-7673.

Sincerely,

A handwritten signature in blue ink that reads "Delain George". The signature is written in a cursive style.

Delain George  
Business License Officer

Chapter 21 Body A4  
300-ft

# PETITION APPLICATION



Community Development Department  
City of Aztec  
201 W. Chaco St.  
Aztec, NM 87410  
(505) 344-7605  
(505) 344-7609 (fax)



**PROJECT TYPE (Check Those Applicable)**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Annexation       | <input type="checkbox"/> Variance                               | <input type="checkbox"/> Zone Change to _____ District     |
| <input type="checkbox"/> Alt/Summary Plat | <input type="checkbox"/> Land Use/<br>Commercial<br>Development | <input checked="" type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Preliminary Plat |   | <input type="checkbox"/> Well site equipment modification  |
| <input type="checkbox"/> Final Plan       |   | <input type="checkbox"/> Other                             |

**INFORMATION**

Applicant's Name: Michael Morrison	Project Location: 111 W. Chaco
Address: mike_mo_05@yahoo.com	Existing Use: N/A
E-Mail: 207 E Pearce Bloomfield NM 87413	Proposed Use: Tattoo shop
Telephone: 505 427-8489	Current Zoning:
Relationship to Property Owner: Tenant	Assessor's Parcel I.D. and/or Tax I.D. Number:

Legal Description of Subject Property:

Is Property subject to deed restrictions, covenants, or homeowners' association agreements? Yes  No   
If Yes, please provide copy with application.

**REPRESENTATIVE / CONTACT PERSON (if other than applicant)**

Name:	E-Mail:
Phone:	Address:

**OWNERSHIP**

PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase)	MORTGAGE HOLDERS (If any) Reliable Escrow
Name: SHARI STRUBS Phone: (505) 334-2510	Name: Phone: 334-8710
Address: 105 W. Chaco Aztec NM 87410	Address: 100 N. Main Aztec NM 87410

**OWNER CERTIFICATION**

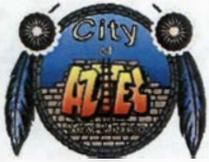
I certify that I am an owner and the information and exhibits herewith are true and correct to the best of my knowledge in filing this application. I am acting with the knowledge and consent of all persons in interest and understand that without the consent of all persons in interest the requested action cannot lawfully be accomplished. I give my permission for authorized officials of the City of Aztec to enter the premises described in this application. I understand applications will generally be reviewed by City Commission at their first regular session following City staff review.

Name: SHARI STRUBS	Address: 105 W. Chaco Aztec NM
Owner's Signature: <i>[Signature]</i>	Phone / Email: (505) 334-2510

\*\*\*\* STAFF USE ONLY \*\*\*\*

Received By _____	<input type="checkbox"/> Blueline Copies of Plans _____
Date _____ Fee Received _____	<input type="checkbox"/> Ownership Report (subject and surrounding properties)
Project File No. _____	<input type="checkbox"/> Legal Description _____
Date of Hearing/Meeting: _____	<input type="checkbox"/> Detailed Statement of Proposed Use

\*\*All sections of this application need to be completed  
\*This application accompanies the project/request



City of Aztec ♦ Business Licenses and Regulations

201 West Chaco ♦ Aztec, New Mexico ♦ 87410

(505)334-7673 Office ♦ (505)334-7679 Fax ♦ www.aztecnm.gov

**APPLICATION REQUEST FOR PUBLIC HEARING  
A BODY ART ESTABLISHMENT**

THAT IS LESS THAN 300 FEET FROM A RESIDENCE, CHURCH OR SCHOOL  
PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

1. Name of Applicant: **Michael Morrison**
2. Name of Business: **Ink'd Vessel Tattoo Shop**
3. Address of Business: **111 West Chaco Street, Aztec, NM 87410**
4. The land and building which is proposed to be the licensed premises is (check one):  
Owned by the Applicant \_\_\_\_\_ Leased by Applicant  Other (provide details) \_\_\_\_\_
5. If the land and building are not owned by the Applicant, indicate the following:  
A. Owner(s): **Shari Strauss**
6. Premises location is zoned: **C-1**
7. Distance from nearest church (Property line of church to licensed premises-shortest distance)  
Feet **245** Name of Church: **Aztec Methodist Church** Address: **123 E. Chaco St.**
8. Distance from nearest school (Property line of school to licensed premises-shortest distance)  
Feet **975** Name of School: **Aztec High School** Address: **110 N. Mesa Verde Ave.**
9. Distance from nearest daycare facility (Property line of daycare to licensed premises-shortest distance)  
Feet **870** Name of School: **Echo Preschool** Address: **322 N. Main Ave.**
10. Distance from nearest residence (Property line of residence to licensed premises-shortest distance)  
Feet **8** Name of Owner: **Shari Strauss** Address: **105 W Chaco St.**

Note: Distances above are approximate measurements and were collected by using City of Aztec's - ArcGIS database.

Signature of Applicant: \_\_\_\_\_

Date **3/6/17**

Mayor  
Sally Burbridge

Mayor Pro-Tem  
Sherri A. Sipe



Commissioners  
Austin R. Randall  
Katee McClure  
Sheri L. Rogers

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

## PUBLIC NOTICE

February 27, 2017

To Whom It May Concern:

The Ink'd Vessel Tattoo Shop has made a request to the City of Aztec's License and Business regulations for a waiver to allow a body art establishment business within 300 feet of a church and residential units located a 111 W Chaco St., Aztec, NM 87413.

The City Commission will hear this request during a public meeting to be held on **Tuesday, March 14, 2017 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.** As a surrounding property owner, you or your designated representative are required to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to go to the Commission room 10 minutes prior to the start of the meeting at 6:00p.m. where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The public is requested to contact the Business License Officer, Delain George, via phone at 505-334-7673 or email at [dgeorge@aztecnm.gov](mailto:dgeorge@aztecnm.gov) to provide support or concerns regarding this request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

The Business License Officer will be creating a staff summary for Commission to provide them with additional information on this request. **Please look over the summary prior to the meeting so you are aware of the Business License Officers stand on this matter. This summary will be available to the public on the City of Aztec website at this location: [http://www.aztecnm.gov/agendas/ccm\\_agenda.pdf](http://www.aztecnm.gov/agendas/ccm_agenda.pdf) beginning on the Thursday prior to the scheduled Commission meeting.** When accessing the agenda online, locate the business item you are interested in on the table of contents and click on it to be taken to the staff summary for that business item. **(Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation. Thank you.)**

If you have any further questions, please don't hesitate to call me at 505-334-7673, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Delain George".

Delain George  
Business License Officer  
Enclosure: Map and FAQ

**Public Notification was mailed to the following addresses within 300FT of 111 W. Chaco Street**

TAXID	NO	PREFIX	SUFFIX	RDNAME	ADDRESS
R0000001		116 S	Ave	Main	116 S Main Ave
R0000430		106 S	Ave	Main	106 S Main Ave
R0000895		104 S	Ave	Main	104 S Main Ave
R0000466		109 S	Ave	Main	109 S Main Ave
R0000864		107 S	Ave	Main	107 S Main Ave
R0000268	105/105-1/2	S	Ave	Main	105/105-1/2 S Main Ave
R0000846		103 S	Ave	Main	103 S Main Ave
R0000567		115 W	St	Chaco	115 W Chaco St
R0000126		101 S	Ave	Park	101 S Park Ave
R0000385		123 E	St	Chaco	123 E Chaco St
R0001774		122 N	Ave	Main	122 N Main Ave
R0001732		118 N	Ave	Main	118 N Main Ave
R0001467		108	St	Blanco	108 Blanco St
R0000684		112 N	Ave	Main	112 N Main Ave
R0001195		108 N	Ave	Main	108 N Main Ave
R0000025	104/106	N	Ave	Main	104/106 N Main Ave
R0001466		117 N	Ave	Main	117 N Main Ave
R0000836		115 N	Ave	Main	115 N Main Ave
R0001147		111 N	Ave	Main	111 N Main Ave
R0001710		107 N	Ave	Main	107 N Main Ave
R0000946		103 N	Ave	Main	103 N Main Ave
R0001884		125 N	Ave	Main	125 N Main Ave
R0001663		121 N	Ave	Main	121 N Main Ave
R0000122		119 N	Ave	Main	119 N Main Ave
R0000367		117 S	Ave	Main	117 S Main Ave
R0000727		115 S	Ave	Main	115 S Main Ave
R0000704		111 S	Ave	Main	111 S Main Ave
R0000632		E	St	Chaco	E Chaco St
R0001553		108 S	Ave	Main	108 S Main Ave
R0001532		110 S	Ave	Main	110 S Main Ave
R0001731		102 S	Ave	Main	102 S Main Ave
R0000465		112 W	St	Chaco	112 W Chaco St
R0000566		112 W	St	Chaco	112 W Chaco St
R0002513		104 S	Ave	Park	104 S Park Ave
R0001248		118 E	St	Chaco	118 E Chaco St
R0000845		102 N	Ave	Main	102 N Main Ave
R0001360		100 N	Ave	Main	100 N Main Ave
R0000568		101 S	Ave	Main	101 S Main Ave
R0000837		114 S	Ave	Main	114 S Main Ave
R0000119		125 N	Ave	Main	125 N Main Ave
R0000119		200 N	Ave	Park	200 N Park Ave
R0000075	113-117	N	Ave	Church	113-117 N Church Ave
R0001720		113 W	St	Chaco	113 W Chaco St
R0000837		114 S	Ave	Main	114 S Main Ave