

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
May 9, 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. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Minutes, April 25, 2017
- B. Travel Requests
- C. American Towers Lease Agreement

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

IX. ITEMS FROM CONSENT AGENDA

X. 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)

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.

XI. BUSINESS ITEMS

- A. Process for Appointing a City Commissioner
- B. Amendment to FY17 Plan of Work

XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIII. DEPARTMENT REPORTS

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

XIV. ADJOURNMENT

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

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

1
2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 April 25, 2017

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 City Attorney Larry Thrower

11
12
13 **III. PLEDGE OF ALLEGIANCE**

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

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

33
34 **VI. CITIZEN RECOGNITION**

35
36 Code Compliance Officer Bob Carman recognized Soaps on Main as Business of
37 the Quarter winners and Grant and Rachel Banish as Residential Spirit Award Winners
38 for the month of April.

39
40 **VII. EMPLOYEE RECOGNITION**

41
42 Josh mentioned that Commissioner Rogers will be resigning her position with the
43 Commission and that we will do recognition for her at the Employee Association Cinco
44 de Mayo luncheon on Thursday, May 4th at City Hall.

45
46

1 **VIII. CONSENT AGENDA**

2
3 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall to
4 Approve the Consent Agenda with the exception of Items A, F, and I

- 5
6 A. PULLED
7 B. Commission Meeting Minutes, April 11, 2017
8 C. Travel Requests
9 D. Aztec Roping Club Agreement
10 E. FY18 Municipal Fire Protection Fund Distribution Application
11 F. PULLED
12 G. Public Works Record Destruction
13 H. Resolution 2017-1048 Surplus
14 I. Golf Course Lease Agreement
15 J. RFP2017-608 Annual Audit Services
16

17
18 **IX. ITEMS FROM CONSENT AGENDA**

19
20 A. Commission Special Workshop Meeting Minutes April 3, 2017

21
22 Commissioner McClure pulled item A to correct the date on the consent
23 agenda to April 4, 2017.

24
25 MOVED by Commissioner McClure, SECONDED by Commissioner
26 Randall to Approve the Special Commission Meeting minutes April 3, 2017 to
27 read April 4, 2017

28
29 F. Authorized Participation Agreement with San Juan County for Pictometry License
30 Agreement

31
32 Mayor Burbridge asked a question for clarification about there being a dramatic
33 drop in cost. Finance Director Kathy Lamb mentioned that the drop in cost is due to the
34 City not doing as many sectors as in the past.

35
36 MOVED by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to
37 Approve Authorized Participation Agreement with San Juan County for
38 Pictometry License Agreement

39
40 I. Golf Course Lease Agreement

41
42 Commissioner McClure pulled item to discuss wording on Section Eight,
43 Section Three of the agreement asking that the wording be changed to annual
44 instead of monthly for the payment and Section Fourteen on Insurance coverage,
45 and Section Twenty Seven.
46

1 MOVED by Commissioner McClure, SECONDED by Commissioner
2 Rogers to Approve Golf Course Lease Agreement With The Stipulation In Section
3 Three That The Word "Annual" Be Added Between the City of Aztec and HVCC, LLC.
4

5 **X. CITIZENS INPUT**

6
7 Joe Hubbard invited commission to attend an Asset Management
8 Training Hosted by NMED in Bloomfield on Thursday at the Bloomfield Library.
9

10 **XI. BUSINESS ITEMS**

11 A. Formal Acceptance of Commissioner Sheri Rogers Resignation Letter
12
13

14 Commissioner Sheri Rogers mentioned that is has been a total pleasure
15 to serve on the City Commission and that she will resign her position effective
16 April 28, 2017 and thanked staff and Commission for the support during her time
17 serving on Commission.
18

19 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall
20 to Approve Commissioner Sheri Rogers Letter of Resignation
21

22 All Voted Aye, Motion Passed Five to Zero
23

24 B. Approve Process To Fill Vacant Commission Position
25
26

27 Josh mentioned that this item will allow commission to determine on how
28 they will move forward to fill the empty commission seat. They can move forward
29 with a special election or vote to receive candidates and Commission can vote to
30 accept one of the candidates and appoint them as Commissioner.

31 Mayor Burbidge mentioned that given there is only less than one year she
32 would like to avoid the cost of holding a special election. Commission agreed and
33 decided to go with appointing a commissioner by accepting letters and resumes
34 and conducting interviews.
35

36 MOVED by Commissioner McClure, SECONDED by Commissioner
37 Randall To Move Forward With The Interview Process For The Position Of
38 Commissioner In District 5
39

40 A Roll Call Was Taken; Motion Passed Four to Zero with Commissioner
41 Rogers Abstaining Her Vote
42

43 **XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

1
2 Josh mentioned that the employee association will have a Cinco de Mayo potluck
3 and chili cook off on Thursday May 4th at City Hall and invited all to attend.
4

5 Mayor Pro-Tem Sipe mentioned that she attended a NWNM Seniors meeting.
6 She asked that if the public has comments to make about the city officials they need to
7 talk to them personally not to their family members.
8

9 Commissioner Rogers again thanked Commission, City Manager and Staff for
10 the time she spent as a City Commissioner. She mentioned the Airport event will be
11 held on May 5-7.
12

13 Commissioner McClure recognized the Animal Shelter for helping seniors adopt
14 animals.
15

16 **XIII. DEPARTMENT REPORTS**
17

18 Community Development Director Steven Saavadra mentioned that there will be
19 a seminar at the HUB on How to Develop a Patent on Thursday from 10:00am-1:00pm.
20

21 **XIV. ADJOURMENT**
22

23 Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the
24 meeting at 6:40 p.m.
25

26 _____
Mayor, Sally Burbridge

27 ATTEST:
28

29 _____
Karla Sayler, City Clerk
30

31 MINUTES PREPARED BY
32

33 _____
34 Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: May 9, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (B)
AGENDA TITLE: Travel Requests

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

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 Engineer is requesting approval of a travel had already occurred to a meeting with the NMDOT in Santa Fe to discuss the East Arterial Right-of-way & plans.
 - Captain and Lieutenant is requesting approval of attendance of the 2017 Law Enforcement Coordinators' Symposium held in Albuquerque, NM. This training concerns Traffic Safety Grants that the City receives. To be eligible to receive future funding, it is mandatory that they attend the symposium. There will be one overnight stay and hotel is paid for by sponsor.

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS: Travel Log May 9, 2017

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: MAY 09, 2017**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY17 Budget Available
05/07-08/17	Public Works	NMDOT 1120 Cerrillos Rd. Santa Fe, NM.	Yes	No	72.00 55.00 250.00	Meals & Gratuity Allowance Estimated Cost for Fuel Lodging	Yes
05/10-11/17	Police	2017 Law Enforcement Coordinators Symposium Albuquerque, NM.	Yes	No	60.00 45.00 0.00	Meals & Gratuity Allowance Estimated Cost for Fuel Lodging paid by Safe NM Now	Yes
05/10-11/17	Police	2017 Law Enforcement Coordinators Symposium Albuquerque, NM.	Yes	No	60.00 0.00	Meals & Gratuity Allowance Lodging paid by Safe NM Now (Riding w/Captain)	Yes

Staff Summary Report

MEETING DATE:	9 May 2017
AGENDA ITEM:	VIII. Consent Item (C)
AGENDA TITLE:	American Tower Lease Agreement

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

PROJECT DESCRIPTION / FACTS (Leading Department)

The City of Aztec has an existing lease agreement with American Tower for a ground lease located at the west water tank on McWilliams Road. This agreement was originally signed in 2000 between the City of Aztec and Texas Telecommunications, LP. The original agreement required a monthly payment to the City in the amount of \$700.

The agreement was updated in 2004 and the tenant was changed to Titan Towers, LP.

The agreement was updated in 2006 and the tenant was changed to Global Towers, LLC.

American Towers currently pays the City \$1,712.43/month for the land lease.

The amendment presented to Commission includes a \$40,000 signing bonus and extends the current lease agreement for an additional five (5) years beyond the current expiration date with options to renew for seven (7) additional five (5) year terms. With this agreement, all rental payments and escalations will remain in full force and effect through the extended term.

Mr. Thrower has been provided the document for review.

SUPPORT DOCUMENTS:	(1) American Tower Lease Agreement
---------------------------	------------------------------------

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the second amendment to lease agreement between the City of Aztec and GTP Acquisition Partners II.

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Aztec**, a body corporate and politic of the State of New Mexico ("**Landlord**") and **GTP Acquisition Partners II**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Ground Lease Agreement dated November 21, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Forty Thousand and No/100 Dollars (\$40,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before June 1, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on March 1, 2001 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on February 28, 2031. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to

the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **CITY OF AZTEC GROUND RENT**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this

Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: City Manager- Josh Ray, 201 West Chaco Street, Aztec, NM 87410-1915; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
13. **Taxes.** The Parties hereby agree that Section 8 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Aztec

a body corporate and politic of the State of New Mexico

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

GTP Acquisition Partners II

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of San Juan, State of New Mexico, and being known as
San Juan County APN: 2065179462066.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

This exhibit is going to be replaced by a metes and bounds legal description.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

This exhibit is going to be replaced by a metes and bounds legal description.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Damen R. Nisula, Esq.

ATC Site No: 373215

ATC Site Name: Water Tank NM

Assessor's Parcel No(s): 2065179462066 01

State of New Mexico

County of San Juan

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **City of Aztec**, a body corporate and politic of the State of New Mexico ("**Landlord**") and **GTP Acquisition Partners II**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Ground Lease Agreement dated November 21, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be February 28, 2071. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: City Manager- Josh Ray, 201 West Chaco Street, Aztec, NM 87410-1915; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Aztec

a body corporate and politic of the State of New Mexico

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

2 WITNESSES

GTP Acquisition Partners II
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of San Juan, State of New Mexico, and being known as
San Juan County APN: 206S179462066.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

This exhibit is going to be replaced by a metes and bounds legal description.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

This exhibit is going to be replaced by a metes and bounds legal description.

Staff Summary Report

MEETING DATE:	May 9, 2017
AGENDA ITEM:	XI. BUSINESS ITEM (A)
AGENDA TITLE:	Process for Appointing a City Commissioner (A)

ACTION REQUESTED BY:	City Commission
ACTION REQUESTED:	Approval of Process for Appointing a City Commissioner
SUMMARY BY:	Karla Saylor

PROJECT DESCRIPTION / FACTS

- Letters of intent with resumes for this appointment will be accepted until 6:00 p.m. on Wednesday May 24, 2017.
- On Thursday, May 25, 2017 the City Clerk will confirm, through County Records research, that each applicant is a qualified elector.
- After confirmation, the City Clerk will prepare packets which will contain copies of each Letter of Intent and Resume received and deliver them to the City Commissioners.
- The City Commissioners will review and provide recommendations of their choices to the City Clerk by June 1, 2017.
- The City Clerk will schedule interviews for those candidates selected by the City Commission.
- Interviews will be conducted through a Special Meeting. Date to be determined by the City Commission.

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Process for Appointing a City Commissioner.

Staff Summary Report

MEETING DATE:	May 9, 2017
AGENDA ITEM:	XI. BUSINESS ITEMS (B)
AGENDA TITLE:	Amendment of FY2017 Annual Performance Plan

ACTION REQUESTED BY:	Mayor Sally Burbridge
ACTION REQUESTED:	Approve the FY2017 Annual Performance Plan as amended.
SUMMARY BY:	Mayor Sally Burbridge

PROJECT DESCRIPTION / FACTS

Based upon Commission Policy 4.1 Annual Performance Plan Policy, Section 5 states:

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.
 - a. At the first Commission meeting in May, the Annual Performance Plan will be reviewed and an amendment adopted if needed

As such, This action is to occur prior to beginning the City Manager's Annual Evaluation and the amended Plan of Work is used for Section C in the evaluation.

SUPPORT DOCUMENTS:	FY2017 Annual Work Plan FY2018 Annual Work Plan (proposed) Capital Projects FY 2017
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve the FY2017 Annual Performance Plan as amended.
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Annual Work Plan FY2017

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

#	Project Name		Project Summary	Status
1	North Main	Phase 1	Bid and construction of Phase 1 which includes plaza area, bus stop, and street/median adjacent and in front of plaza.	
2	Airport Apron		Reconstruction of airport apron.	

Goal 2 High quality, cost-effective public services.

#	Project Name	Project Summary	Status
1	Utility Rate Study	Complete utility rate study.	In progress

Goal 3 Progressive and responsible economic development.

#	Project Name		Project Summary	Status
1	HUB	Phase 1	Complete upgrading the facility, finalize operation plan.	In progress
		Phase 2	Open for service and operational with clientele.	

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

#	Project Name	Project Summary	Status
1	Annual Audit	Complete annual audit with minimal findings.	

Goal 5 Effective local and regional partnerships.

#	Project Name	Project Summary	Status
1			

Goal 6 Environmentally sensible practices.

#	Project Name	Project Summary	Status
1			

Goal 7 Resources and opportunities that enhance quality of life.

#	Project Name	Project Summary	Status
1			

Goal 8 A work environment that develops and encourages employees and rewards their creativity and innovation.

#	Project Name	Project Summary	Status
1			

Goal 9 Government practices that encourage citizen involvement.

#	Project Name	Project Summary	Status
1	Town Hall Meetings	Host 2 nd town hall meeting to discuss community issues.	

Annual Work Plan FY2018

Goal 1

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

North Main (Phase 1)

Finance/Public Works

Description: Bid and construction of Phase 1 which includes plaza area, bus stop, and street/median adjacent and in front of plaza.

Status: In progress

Completion Date: August 2017

Notes: Bid to go out in April. Construction to begin in summer of 2017.

Airport Apron

Public Works

Description: Reconstruction of airport apron.

Status: In progress

Completion Date: May 2017

Notes: Project has been awarded to Old castle SW Group, but due to asphalt plant close down for the winter season, the contractor will not begin project until spring of 2017.

Street Sweeping Policy & Implementation

Public Works

Description: 1. Develop plan of action (policy).
2. Implement the policy.

Status:

Completion Date: July 2017

Notes:

Affordable Housing

Community Development

Description: Investigate affordable housing:
1. Inventory what exists.
2. Determine what is considered affordable.

Status:

Completion Date: June 2018

Notes:

Street Maintenance	Public Works
---------------------------	--------------

Description: 1. Update main plan for chip sealing, repair of pot holes, etc.
2. Street markings (striping, crosswalks, signage).

Status:

Completion Date: December 2017

Notes:

Police Staffing	Police Dept
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Description: 1. Increase police presence on street.
2. Increase school zone safety.

Status:

Completion Date: December 2017

Notes:

Goal 2 High quality, cost-effective public services.

Utility Rate Study	Admin/Finance/Electric/Public Works
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Description: Complete utility rate study.

Status: In progress

Completion Date: JULY 2017

Notes:

- Contract was awarded in August 2016 to Raftelis Financial Consultants.
- First Public Meeting on April 3, 2017.

Waste to Energy	Admin/Finance
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Description: Continue to pursue the option of waste to energy.

Status:

Completion Date:

Notes:

Sewer Laterals	Public Works
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Description: 1. Inventory sewer lines and conditions.
2. Develop maintenance/replacement (R & R) plan.

Status:

Completion Date: March 2017

Notes:

Sewer Connections	Public Works
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Description: 1. Determine what septic systems need to be connected to sewer main system.

Status:

Completion Date: March 2017

Notes:

Goal 3 Progressive and responsible economic development.
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Update Economic Development Strategy	Community Development
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Description: 1. Develop an economic plan.
2. Implement plan.

Status:

Completion Date: June 2018

Notes:

HUB Incubator Goals	Administration/Community Development
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Description: 1. Establish goals for HUB membership.
2. Establish business graduations.

Status:

Completion Date: August 2017

Notes:

Metropolitan Redevelopment Area (MRA) Program	Administration/Community Development
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Description: 1. Utilize MRA (how to revitalize main street).

Status:

Completion Date: June 2018

Notes:

Goal 4 Long term financial stability and stewardship of public funds.
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Employment Plan	Administration
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Description: 1. Develop plan to secure long term employment with city employees.
2. Develop transition plan.

Status:

Completion Date:

Notes:

Goal 5 Effective local and regional partnerships.
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School Safety	Administration/Police Dept
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Description: 1. Increase school zone safety.

Status:

Completion Date:

Notes:

School Solar Project	Administration/Electric Dept
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Description: 1. Partner with school district to ensure successful solar projects.

Status:

Completion Date:

Notes:

Cross Training

Administration

Description: 1. Fire department cross training with other entities (e.g. County, Bloomfield, Farmington).

Status:

Completion Date:

Notes:

**Goal 6
Environmentally sensible practices.****Recycling**

Parks/Admin/Finance

Description: Investigate recycling (curb side vs central location).

Status: Under discussion.

Completion Date:

Notes:

LED Lighting

Administration/Electric Dept

Description: Distribution of LED lighting throughout the city (internal within public buildings and external street lighting).

Status:

Completion Date:

Notes:

**Goal 7
Resources and opportunities that enhance quality of life.****Maintenance of Parks**

Parks Dept

Description: Ensure hazards are mitigated (tree limbs, walking surfaces, etc).

Status:

Completion Date:

Notes:

River Corridor Recreation

Parks Dept

Description: Enhancement of river corridor for recreation.

Status:

Completion Date:

Notes:

North Main Trail Development

Parks Dept/Project Management

Description: Implementation of joint plan between City and ATOS to develop North Main Trail until fully constructed.

Status:

Completion Date:

Notes:

Development of Dog Park

Animal Shelter/Parks Dept

Description: Implement and construct dog park at Tiger Park per plan.

Status:

1. Preliminary plan has been developed.
2. Need to determine cost of plan and incorporate into budget.

Completion Date:

Notes:

Goal 8**A work environment that develops and encourages employees; rewards their creativity & innovation.****Employee Recognition**

Administration

Description:

1. Seek award programs that are regional or state.
2. Publicize/advertise employees who have been awarded.
3. Financial rewards.

Status:

Completion Date:

Notes:

Goal 9
Government practices that encourage citizen involvement.

Public Outreach

Administration

Description: 1. Send out draft agendas to media;
2. Explore TV broadcasting of commission meetings.

Status: Draft agenda publications are underway.

Completion Date:

Notes:

Trail Development

Parks Dept/Project Management

Description: 1. Partner and develop plan/goals with ATOS for trail development plan (beyond North Main Trail).

Status:

Completion Date:

Notes:

Proactive Volunteer Program

Administration

Description: 1. Seek new / proactive volunteer programs.

Status:

Completion Date:

Notes:

Town Hall Meetings

Administration

Description: 1. Determine how to obtain better participation at town hall meetings.
2. Establish town hall / focus group meetings.

Status:

Completion Date:

Notes:

Youth Participation

Administration

Description:

1. Determine how to get youth more involved in public meetings/input.
2. Have City Commission more involved in meeting with youth groups.
3. Establish an avenue to connect with youth social outlets/media.

Status:

Completion Date:

Notes:

CAPITAL PROJECTS FY 2017

Updated as of 4/18/2017

Department	Account	Description	Budget	Status	Complete	Comments	
Econ Dev - HUB	1	101-1115-53210	Tech & Network Equipment	\$10,000	Done	Sept	Power module to be installed. All other network infrastructure installed. Comcast installed phone and TV services. PCs and flat screens install in progress.
	2	101-1115-53220	Furnishings	\$2,800	Done	Sept	Conference table being delivered. Chairs delivered.
	3	101-1115-63200	Landscaping, exterior	\$18,100	Done	Sept	
		101-1115-63200	Front entrance		In Progress		Per ADA requirement, some concrete work necessary at front entrance.
		101-1115-63200	ADA Ramp to back door		In Progress		
	4	101-1115-83200	Conference Room Equip	\$12,000	Done	Sept	Projector installed. White boards installed.
Visitor Center	5	101-1115-63200	Mow Strip	\$1,000	Done	Nov	
	6	101-1115-53220	Table & Chairs / Remodeling	\$1,000	In progress	March	Offices painted, sofa purchased and delivered. Storage room re-organized. New TV installed. Lack new countertop.
IT	7	101-1170-53210	PD Workstations (6)	\$6,600	Done	Nov	Need adaptors.
	8	101-1170-53210	Wtr Plant Workstations (3)	\$3,300	Done	Nov	
	9	101-1170-53210	GIS Tech Workstation	\$2,000	Done	Nov	Department has decided to forego new PC and just upgrade one of the monitors.
	10	101-1170-53210	WWtr Plant Workstations (2)	\$2,000	Done	Nov	
Streets	11	200-3310-64206	Arroyo Drainage Studies	\$165,000	In Progress	Sept	Had meeting in September. Engineering at 30% completion. Final report in August.
Parks	12	101-6450-53220	Tailgate Lift	\$2,500	Done	Oct	
	13	101-6450-53220	Electric Power Washer	\$4,000	Done	Oct	
	14	101-6450-76513	YCC Summer 2016 Cap Walls	\$35,000	Done	Aug 2016	Project completed. Park is open.
	15	101-6450-76513	YCC Summer 2017	\$37,000		Aug 2017	Electric to begin undergrounding electric line at Senior Center this spring.
	16	240-6450-53200	Minium Playground Benches	\$3,311	Done	Mar/May	Benches and trash receptacles installed as part of Eagle Scout project.
Senior Center	17	101-7010-83300	Handicap Vehicles	\$54,000	In Progress	June	State Vehicle Price Agreement posted. Need to determine what possible model can

KEY: Overdue In Prog Done Canceled

CAPITAL PROJECTS FY 2017

Updated as of 4/18/2017

Department	Account	Description	Budget	Status	Complete	Comments	
	18	101-7010-82100	Ceiling Fans, Lights (Phase 1)	\$34,372	Done	Nov	be afforded. Lighting and ceiling fans installed in main room.
			(Phase 2)		In Progress		Funds remaining, will upgrade lighting in offices with left over funds.
			Flooring		In Progress	Nov	Carpet on stage removed due to roof leak. Roofing should be completed by end of week. Waiting on updated quotes for flooring.
Fire	19	230-2230-83250	Pumper Truck	\$514,922	Done	Oct	
	20	230-2230-83250	Rescue Unit	\$202,900	Done	Sept	
Airport	21	270-4990-89814	Terminal Apron Reconstruction	\$660,000	Bid Award	Spring 2017	Construction started. Issue with substrata/compaction, change order for fill being negotiated.
Utility Admin	22	500-4010-53210	High Resolution Camera System	\$2,000	In Progress	Dec	Equipment specked. Seeking vendor.
Joint Utility Services	23		Cost of Service & Utility Study		In Progress	Feb/March	Workshop held in April.
Electric	24	500-4510-86131	NM173 Electric Line Ext	\$66,850		June	
	25	500-4510-86182	800 S Main Bore	\$10,000	In Progress	June	Waiting on Quotes. Hope to complete in March/April.
	26	500-4510-86184	Solar Farm / Substation	\$57,000	In Progress	Nov	Material quotes obtained. PO issued for ESC.
	27	500-4510-86515	Substation #2	\$140,000		On Hold	
	28	500-4510-86900	Fiber: Oliver - Airport	\$48,000		June	
	29	500-14100	AMR Bridge Meters		In Progress		Meters arrived, software installed. Issue with installation. Should be operational in April.
Water Treatment	30	500-4610-87500	SCADA Improvements	\$50,000	Done		
	31	500-4610-87330	Back Wash Pond Design	\$22,500	On Hold		
	32	500-4610-87314	#3 Plant Underdrain	\$135,000	Done	Nov	
	33	500-4610-87301	Clear Well Expansion	\$23,000	On Hold	June	
	34	500-4610-87175	Animas River Diversion	\$389,000	In Progress	May	CHC engineering to revitalize plan set; Out to bid in fall.
Water	35	500-4650-87500	Bladder Tank SCADA	\$35,000	Done	Jan	

KEY: Overdue In Prog Done Canceled

CAPITAL PROJECTS FY 2017

Updated as of 4/18/2017

Department	Account	Description	Budget	Status	Complete	Comments	
Distribution	36	500-4650-83200	Water Valve Exerciser	\$30,000	Done	Nov	Delivered.
	37	500-4650-52110	AMR Water Meters	\$100,000		May 2017	
	38	500-4650-52110	Kokopelli PRVs	\$25,000		May 2017	
Wwtr Collection	39	500-4780-88951	Western Dr Reconstruction	\$380,000	In Progress	Aug 2017	Plans completed. Bid in March. Construction in spring. Waterline completed (by contractor). Water taps completed (by city). Four street lights to be installed (by city).
	40	500-4750-88950	Sanitary Sewer Interceptor	\$5,400,000	In Progress	June	Construction completed.
	41	500-4750-88804	Ute Sewer Line	\$20,000		June	
Arterial Ph1B	42	200-3310-85328	Arterial Ph 1B	\$2,672,000	In Progress	Oct	Substantial completion on Oct 4. Waiting on final close out by Old Castle and NMDOT. Wilson working on as-built. Need final walk through.
	43	500-4750-88862	Spanish Trail WWtr Line	\$100,000	In Progress	Nov	Issue with line sloped incorrectly. Consolidated purchased by Old Castle. Unsure if issue will be resolved.
Arterial Ph 2	44	101-3310-64201	Arterial Ph 2	\$83,700	In Progress		Design, ROW, Environmental. Changing the TIP in order to get environmental approved. 90% plan to be submitted by end of Feb.
	45	200-3310-85329	Arterial Ph 2 Const	\$7,833,978		FY18	
	46	500-4650-87761	Spanish Trail Waterline	\$275,000		FY18	In conjunction with Arterial Ph 2.
N Main Corridor Phase 1	47	310-3310-85527	Infrastructure	\$400,000		June	
	48	310-6450-85527	Plaza & Transit Stop	\$386,000	In Progress	June	
	49	310-6450-85527	Plaza Restroom	\$175,000		June	
	50	500-4510-86113	Electric Infrastructure & Lights	\$140,000		June	Part of Phase 1 bid package. Electric will purchase all materials, contractor to install only.
	51	500-4650-87732	N Main Waterline	\$250,000		June	
FEMA Projects	52		Animas River Gabions		On Hold	June	404 Permit Approved; Requires low water level in river to complete work.
Storm Projects	53		Finish Debris Removal				Advised 8/3/16, grant agreement approved

KEY: Overdue In Prog Done Canceled

CAPITAL PROJECTS FY 2017

Updated as of 4/18/2017

Department	Account	Description	Budget	Status	Complete	Comments
	54	Permanent Repairs				and sent to state.
	55	Mitigation Projects				

KEY: Overdue In Prog Done Canceled