

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**July 25, 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 July 11, 2017
- B. Commission Special Meeting Minutes July 18, 2017
- C. Travel Requests
- D. Resolution 2017-1052 Surplus
- E. Memorandum of Understanding with Library and Mosaic Academy
- F. CNF100091 NMDOT Cooperative Agreement-East Aztec Arterial
- G. Resolution 2017-1055 FY 17 Year End Budget Adjustments
- H. Resolution 2017-1056 FY17 4<sup>th</sup> Quarter Financial Report
- I. Resolution 2017-1058 Public Use Requirements for the East Aztec Arterial

*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)**

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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.

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

**XI. BUSINESS ITEMS**

- A. Intent to Adopt An Ordinance to Amend Chapter 26 with the Addition of Section 3-132 Shipping Cargo Containers
- B. Resolution 2017-1057 FY18 Annual Budget Adoption
- C. FY18 Funding Applications
- D. Resolution 2017-1054 Travel Policy

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

**XII. DEPARTMENT REPORTS**

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

**XIV. CLOSED SESSION**

Closed Session: Pursuant to State Law, Section 10-15-1H (2) Limited Personnel Matters, City Manager Evaluation

**XV. 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 COMMISSION MEETING MINUTES  
3 July 11, 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 **III. PLEDGE OF ALLEGIANCE**

12 The Pledge of Allegiance was led by Commissioner Katee McClure  
13

14 **IV. ROLL CALL**

15  
16  
17  
18 Members Present: Mayor Sally Burbridge; Commissioner Austin Randall;  
19 Commissioner Katee McClure  
20

21  
22 Members Absent: Mayor Pro-Tem Sherri Sipe; Commissioner Sheri  
23 Rogers  
24

25  
26 Others Present: City Manager Joshua Ray; City Attorney Larry  
27 Thrower; City Clerk Karla Sayler; Project Manager Ed  
28 Kotyk (see attendance sheet)  
29

30  
31  
32 **V. AGENDA APPROVAL**

33  
34 MOVED by Commissioner Randall , SECONDED by Commissioner McClure to  
35 Approve the Agenda as Presented  
36

37 All Voted Aye; Motion Passed Three to Zero  
38

39 **VI. CITIZEN RECOGNITION**

40 None  
41

42  
43 **VII. EMPLOYEE RECOGNITION**

44  
45 Josh wished Chief Mike Heal a Happy Birthday.  
46

47 **VIII. CONSENT AGENDA**

48

49 MOVED by Commissioner Randall, SECONDED by Commissioner Rogers to  
50 Approve the Consent Agenda

51

52 A. Commission Special Workshop Meeting Minutes, June 05, 2017

53 B. Commission Meeting Minutes June 27, 2017

54 C. Travel Requests

55 D. Bid 2017-615 Annual Pest Control Services

56 E. Finance Department Record Destruction

57 F. Bid 2017-614 Water/Wastewater Treatment Annual Chemical Supply

58

59 All Voted Aye: Motion Passed Three-Zero

60

61 **IX. ITEMS FROM CONSENT AGENDA**

62

63 None

64

65 **X. CITIZENS INPUT**

66

67 None

68

69 **XI. BUSINESS ITEMS**

70

71 A. Final Adoption of Ordinance to Amend Chapter 11, Article XI, Body Art  
72 Establishments, Section 11-11-3 Prohibition

73

74 Josh mentioned that this item would eliminate the necessity for Body Art  
75 Establishment to no longer need to come before commission to for approval at a public  
76 hearing. There have been no comments received regarding this since the Intent to  
77 adopt was approved.

78

79 MOVED by Commissioner McClure, SECONDED by Commissioner Randal to  
80 Approve Final Adoption of Ordinance 2017-459 to Amend Chapter 11, Article XI-Body  
81 Art Establishments, Section 11-11-3 Prohibition

82

83 A Roll Call Was Taken: Motion Passed Three to Zero

84

85 B. Final Adoption of Ordinance 2017-460 Amending Chapter 2, Article V  
86 Advisory Boards and Committees

87

88 Josh mentioned that this is item will allow EDAB to have alternate members from  
89 other entities that are already included inside of the infrastructure of their board list. No  
90 comments have been received regarding this to date.

91  
92 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to  
93 Approve Final Adoption of Ordinance 2017-460 Amending Chapter 2, Article V Section  
94 2-481 Economic Development Advisory Board Membership

95  
96 A Roll Call Was Taken: Motion Passed Three to Zero

97  
98 **XII. LAND USE HEARINGS**

99  
100 NONE

101  
102 **XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

103  
104 Josh mentioned that National Night Out event is July 18 at 5:00pm and the  
105 Employee Picnic is Thursday July 20 at 12:00 noon at Riverside Park. Next discussion  
106 for Utility Rate Structure will be on the next July meeting.

107  
108 Commissioner Randall will be attending Lodgers Tax Advisory Board meeting  
109 next Monday.

110  
111 Commissioner McClure mentioned she attended ECHO Advisory Board meeting.

112  
113 **XIV. DEPARTMENT REPORTS**

114  
115 None

116  
117 **XV. ADJOURMENT**

118  
119 Moved by Mayor Burbridge, SECONDED by Commissioner Randall to adjourn  
120 the meeting at 6:10 p.m.

121  
122  
123 \_\_\_\_\_  
Mayor, Sally Burbridge

124 ATTEST:  
125 \_\_\_\_\_  
126 Karla Saylor, City Clerk

127  
128 MINUTES PREPARED BY  
129 \_\_\_\_\_  
130 Karla Saylor, City Clerk

1 CITY OF AZTEC  
2 **SPECIAL** COMMISSION MEETING MINUTES  
3 July 18, 2017  
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Meeting to order at 7:30 am 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 lead by Commissioner Sheri Rogers  
15  
16

17 **IV. ROLL CALL**

18  
19 Members Present: Mayor Sally Burbridge; Commissioner Katee McClure;  
20 Commissioner Austin Randall; Commissioner Sheri  
21 Rogers; Commissioner Katee McClure  
22

23 Members Absent: None  
24

25 Others Present: City Manager Joshua Ray; City Clerk Karla Sayler;  
26 City Attorney Larry Thrower  
27

28 **V. AGENDA APPROVAL**

29  
30 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sip to  
31 Approve the Agenda as presented  
32  
33

34 **VI. BUSINESS ITEMS**

35  
36 A. Sale of Real Property  
37  
38

39 Josh mentioned that the property is currently owned by the City located at  
40 600 N.Oliver Dr. He mentioned that the building is owed by Desert View  
41 Counseling Services . Josh met with the Director Rick Quevedo and Rick  
42 mentioned that the house has been updated and that they have accepted an  
43 offer to sale the house and property. Resolution 2017-1053, Quitclaim Deed and  
44 Request for Approval of Property Disposition is all included in the support  
45 documents. The closing is set for July 23, 2017. The City will receive \$30,000 at  
46 the time of closing.

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MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to Approve Resolution 2017-1053 A Resolution Declaring Certain Municipal Real Property Not Essential for Municipal Purpose And Directing It To Be Sold, Quitclaim Deed, And Request for Approval of Property Disposition

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

**VII. ADJOURNMENT**

Moved by Mayor Burbridge, SECONDED by Commissioner Mayor Pro-Tem Sipe to adjourn the meeting at 7:43 a.m.

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

ATTEST:

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

MINUTES PREPARED BY:

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

# Staff Summary Report

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**MEETING DATE:** July 25, 2017  
**AGENDA ITEM:** VIII. CONSENT AGENDA (C)  
**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 Manager is requesting approval of attendance for two separate travels:
    - By attending the NM City Management Association Post Budget Professional Development Workshop held in Santa Fe, he will receive training credit for his ICMA Credentials.
    - By attending the NMML 60<sup>th</sup> Annual Conference in Clovis, NM., he will receive training credit for his ICMA Credentials and to will attend the Manger's meeting.

## **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 July 25, 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: JULY 25, 2017**

<b>Dates of Travel</b>	<b>Department</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>FY18 Budget Available</b>
<b>07/26-28/17</b>	<b>Admin.</b>	<b>NM City Management Assoc. Post Budget Prof. Dev. Workshop Santa Fe, NM.</b>	<b>Yes</b>	<b>No</b>	<b>96.00 100.00 245.50 270.62</b>	<b>Meals &amp; Gratuity Allowance Registration Estimated Mileage Reimb. Lodging</b>	<b>Yes</b>
<b>08/14-18/17</b>	<b>Admin.</b>	<b>NMML 60<sup>th</sup> Annual Conf. Clovis, NM.</b>	<b>Yes</b>	<b>No</b>	<b>168.00 280.00 471.54 540.00</b>	<b>Meals &amp; Gratuity Allowance Registration Estimated Mileage Reimb. Lodging</b>	<b>Yes</b>

# Staff Summary Report

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**MEETING DATE:** July 25, 2017  
**AGENDA ITEM:** VIII. CONSENT AGENDA (D)  
**AGENDA TITLE:** Resolution 2017-1052 Surplus

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**ACTION REQUESTED BY:** Library  
**ACTION REQUESTED:** Approval of Resolution 2017-1052  
**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

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

## **FISCAL INPUT / FINANCE DEPARTMENT**

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

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**SUPPORT DOCUMENTS:** Resolution 2017-1052  
Surplus List

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2017-1052 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

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**SURPLUS RESOLUTION 2017-1052  
JULY 25, 2017  
SURPLUS LIST**

## **Library Surplus Books**

### **Junior Non Fiction**

Fairyopolis – Fairy

Star Wars Complete Vehicles – Dougherty, Kerrie

Ripley’s Believe It or Not Eye Popping Oddities – Tibballs, Geoff

Stars Wars Attack of the Clones –Reynolds, David W.

Star Wars Character Encyclopedia – Beecroft, Simon

The Solar System- Mist, Rosalind

Minecraft Hacks Master Builder – Miller, Megan

Pink Princess Party Cookbook – Beery, Barbara

Garfield Makes It Big – Davis, Jim

Angry Birds Star Wars Character Encyclopedia – Bynghall, Steve

The Avengers Ultimate Guide to Earth’s Mightiest Heroes – Beatty, Scott

Tinkerbell the Perfect Fairy- Mulazzi, Paola

Star Wars The Clone Wars, Heroes – Fry, Jason

Superman Adventures, Last Son of Krypton – Millar / Michelinie

Ancient Greece – Pearson, Anne

Crystal & Gem – Symes, Dr. R. F.

Pteranodon Giant of the Sky West, David

Animal Planet Gerbils Fox, Sue

Star Wars Revenge of the Sith Luceno, James

Backyard Detective Bishop, Nic

**SURPLUS RESOLUTION 2017-1052  
JULY 25, 2017  
SURPLUS LIST**

Simpson Comics Supernova Groening, Matt

Batman Character Encyclopedia -Manning, Matthew

**Junior Fiction**

The Adventures of Captain Underpants – Pilkey, Dav

Warriors A Dangerous Path – Hunter, Erin

The Mark of Athena – Riordan, Rick

Red Pyramid – Riordan, Rick

Harry Potter and the Chamber of Secrets – Rowling, J.K.

Warriors Firestar's Quest -Hunter, Erin

Thea Stilton and the Mystery In ParisStilton, Geronimo

**Easy Books**

Fly Guy's Amazing Tricks - Arnold, Tedd

Llama Llama Mad At Mama - Dewdney, Anna

Do You Want to Build a Snowman – Glass, Calliope

Dinosaur Pet – Sedaka, Marc

Christmas Story Collection – Disney

Great Day For Up – Seuss, Dr.

Toot! – Hall, Kirsten

Goodnight Moon – Brown, Margaret Wise

Colors – Ryan, Jo

Let's Dance Little Pookie –Boynton, Sandra

**SURPLUS RESOLUTION 2017-1052**  
**JULY 25, 2017**  
**SURPLUS LIST**

The Caboose Who Got Loose – Peet, Bill

**Adult Non Fiction**

Diana A Tribute to the People's Princess - Donnelly, Peter

How to Lose Your Ass and Regain Your Life - Alley, Kirstie

A Royal Duty - Burrell, Paul

Finding My Balance- Mariel Hemingway

Neil Patrick Harris- Choose Your Own Autobiography -Harris, Neil Patrick

Diana – Her True Story in Her Own WordsA Tribute to the People's Princess - Morton, Andrew

Stirring It Up with Molly Ivins- A Memoir with Recipes -Sweets, Ellen

Unorthodox- the Scandalous Rejection of My Hasidic Roots - Feldman, Deborah

Jim Henson- The Biography - Jones, Brian Jay

Madam Secretary- A Memoir - Albright, Madeleine

Monica's Story - Morton, Andrew

Symptoms of Withdrawal- A Memoir of Snapshots and Redemption - Lawford, Christopher Kennedy

My Lucky Stars- A Hollywood Memoir -Maclaine, 3hirley

Shirley B Jones- A Memoir - Jones, Shirley / Leigh, Wendy

Love Life- Lowe, Rob

The Wheel of Life- Memoir of Living and Dying -Ross MD, Elisabeth Kubler

Goldie- A Lotus Grows in the Pond - Hawn, Goldie / Holden, Wendy

Plan B Further Thoughts on Faith - Lamott, Anne

Let's Pretend This Never Happened- A Mostly True Memoir - Lawson, Jenny

John Lennon- All I Want Is the Truth - Partridge, Elizabeth

Michael Jackson- The Magic and the Madness -Taraborrelli, Randy J.

**SURPLUS RESOLUTION 2017-1052**

**JULY 25, 2017**

**SURPLUS LIST**

When You Come to a Fork in the Road- Take It! -Berra, Yogi / Kaplan, Dave

Love Can Build a Bridge - Judd, Naomi / Schaetzle, Bud

Still Foolin' Em- Where I've Been, Where I'm Going and Where the Hell Are My Keys? -Crystal, Billy

The Encyclopedia of Animals – Encyclopedia

Tarot Mysteries – Dee, Jonathan

The Essential Massage Book –Bentley, Eilean

Record Album Price Guide – Neely, Tim

The Planets a Journey through the Solar System – Sparrow, Giles

Microsoft Office 2010 For Dummies – Wang, Wallace

Waking Dreaming Being - Thompson, Evan

I Want to Tell You - Simpson, O J

Tuesdays With Morrie - Albom, Mitch

Total Recall - Schwarzenegger, Arnold

Hitmaker - Mottola, Tommy

Find Me - O'Donnell, Rosie

Si-Cology 101 - Robertson, Si

The Million Dollar Mermaid - Williams, Esther

The Man Who Listens to Horses - Roberts, Monty

Shy Boy - Roberts, Monty

Simple Dreams - Ronstadt, Linda

Every love Story is a Ghost Story - Wallace, David Foster

Cupcakes - Stewarts, Martha

**Adult Fiction**

The Pumpkin Rollers – Kelton, Elmer

**SURPLUS RESOLUTION 2017-1052**  
**JULY 25, 2017**  
**SURPLUS LIST**

Watchers – Koontz, Dean R  
Duma Key – King, Stephen  
Crooked House – Christie, Agatha  
The Constant Gardener – Le Carre, John  
Lethal Seduction – Collins, Jackie  
A Stained White Radiance – Burke, James Lee  
Navajo Autumn – Chappell, Allen  
Under the Dome – King, Stephen  
Flesh and Blood – Kellerman, Jonathan  
Daddy’s Girl – Scottoline, Lisa  
Big Jack – Robb, J.D.  
Running Blind – Child, Lee  
Manhunt – Evanovich  
The Face – Koontz, Dean  
Odd Thomas – Koontz, Dean  
All Together Dead - Harris, Charlaine  
Game Of Thrones -Martin, George R  
Rock With Wings - Hillerman, Anne  
The Curious incident of the Dog in the Night-time - Haddon, Mark  
Eyes Of Prey -Sandford, John  
As Sure as the Dawn - Rivers, Francine  
Little Altars Everywhere - Wells, Rebecca  
Never Let Me Go - Ishiguro, Kazuo

**Adult Large Type**

Born To Run- Bruce Springsteen  
Winchester 1886 – Johnstone, William W. / Johnstone J.A.  
To Know Her by Name – Wick, Lori  
Silent Honor - Steel, Danielle

**SURPLUS RESOLUTION 2017-1052**

**JULY 25, 2017**

**SURPLUS LIST**

The Amish Midwife - Clark, Mindy Starns

**Multi Media**

**Young Adult**

Confessions the Private School Murders - Patterson, James

Halo Evolutions Essential Tale of the Halo Universe –Halo

The Adventures of Tom Sawyer and the Adventures of Huckleberry Finn – Twain, Mark

Tiger’s Quest – Houck, Colleen

To Kill A Mockingbird - Lee, Harper

Cinder- Meyer, Marissa

# CITY OF AZTEC RESOLUTION 2017-1052

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

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

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

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

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

PASSED, APPROVED AND SIGNED this 25<sup>th</sup> day of July 2017.

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

ATTEST:

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

# Staff Summary Report

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**MEETING DATE:** July 25<sup>t</sup>, 2017

**AGENDA ITEM:** VIII. CONSENT AGENDA (E)

**AGENDA TITLE:** Memorandum of Understanding(MOU) between City of Aztec-Public Library and Mosaic Academy Public Charter School

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**ACTION REQUESTED BY:** Kate Skinner, Library Director

**ACTION REQUESTED:** Approve the Memorandum of Understanding(MOU) Agreement

**SUMMARY BY:** Kate Skinner

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

- Mosaic Academy Public Charter School, not having a school library, uses Aztec Public Library facility and resources for an average of nine 45 minute class visits per week during academic year.
- Each class visit averages 18-20 pupils and at least one, but most frequently two, Mosaic Academy staff members.
- The memorandum is updated annual prior to beginning of academic year, to ensure that the needs of both organizations are being met by the arrangement.
- There are no special procurement or financial implications

## **TECHNICAL INPUT** (Supporting Departments)

- None.

## **PROCUREMENT INPUT** (Purchasing)

- No extra-ordinary procurement implications

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

- None necessary

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**SUPPORT DOCUMENTS:** Updated MOU between COA-Public Library & Mosaic Academy Public Charter School. Mosaic Academy student expectations document

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**DEPARTMENT'S RECOMMENDED MOTION:** Move and second to approve Memorandum of Understanding (MOU) between City of Aztec-Public Library and the Mosaic Academy Public Charter School

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Students must bring verification of these immunizations or a verification of a medical or religious exemption at the time of enrollment. Exemptions must be renewed annually.

See the New Mexico Department of Health website at <http://immunizenm.org> for more information.

### **Library Services**

Mosaic Academy students use the Aztec Public Library. While at the library, students may read books of their choice, but may not check out a book without a personal library card. Contact the library directly to obtain a card in your child's name. Below are the behavior expectations for Mosaic students while at the library:

#### **Library Expectations for Mosaic Academy Students**

- Enter the library quietly.
- Conversations should not be overheard. Be respectful and aware of others around you. Assume they need quiet.
- Walk in the library.
- It is ok to use mobile devices for activities that would be allowable during academic times at school (like reading or listening to music with headphones or earbuds but NOT making phone calls, taking pictures or playing games).
- Computers may be brought to library to work on projects.
- Games may be quietly played. Chess, Scrabble, puzzles and Mancala are available to borrow at the desk.
- Please leave the library the way you found it. Pick up after others. Never say "that's not my mess".
- Use appropriate school language; speak politely and respectfully to staff and fellow students.
- Library cards are not transferable, not even within families. A library card may only be used by the person in whose name the card is issued.
- Remember that the library is an extension of our school. Mosaic's **Code of Conduct** applies here too.

### **Food Services**

Mosaic Academy works with the Aztec School District to provide food service, including cold breakfast every morning, and lunches with hot entrees. The cost of the breakfast is \$1.75 and the cost of a lunch is \$2.75. Students who qualify are able to receive free or reduced pricing for both breakfast and lunch. Both breakfast and lunch include one serving of milk. Extra milk servings are priced at \$.50. A child who receives a free or reduced lunch is charged for extra milk or an extra meal at the full price.

Aztec Public Library/Mosaic Academy Memorandum of Understanding

The purpose of this contract is to codify our agreement on the services and responsibilities of both the Aztec Public Library and Mosaic Academy Charter School as regards provision of library services to Mosaic Academy Charter School students during the academic year.

At the beginning of the academic year Mosaic Academy Charter School, in collaboration with the Aztec Public Library Director, will establish a schedule of class visits and an outline as to what is expected of the library and library staff during those class visits. Any deviation from this schedule, or known absences will be communicated to the Library Director.

When accessing the library on a school scheduled class visit, Mosaic Academy students will, at all times, be accompanied by a teacher and student aides who are familiar with the library policies and circulation rules and will take first level responsibility for ensuring that student behavior is appropriate, respectful and in accordance with Aztec Public Library patron conduct rules. Students will meet the Library Expectations for Mosaic Academy Students and the Mosaic Academy Student Code of Conduct [document attached]

Students wanting to borrow library material or use library digital services must have a valid Aztec Public Library card in good standing, with their parent or legal guardian as the responsible party.

The individual cardholder, and by default the parent or guardian in the case of a minor, is responsible for all library material checked out on that card.

Library cards are not transferable, even within families.

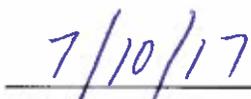
Mosaic Academy agrees to adopt the Aztec Public Library circulation rules and patron conduct policy statement that outlines library patron behavior expectations when in or accessing the Aztec Public Library. The Mosaic Academy Principal and the Aztec Public Library Director agree to meet to discuss student behavior issues as and when necessary.

Aztec Public Library and Mosaic Academy agree that this contract will be binding for one academic year.

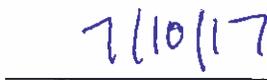
This contract will be reviewed as needed at the request of either Aztec Public Library or Mosaic Academy but no later than 30 April 2018. At that time a determination will be made to the interest and/or willingness of both parties to continue a contract, an evaluation will be completed to ascertain the appropriateness of the functions and procedures included herein, and a plan will be created for the 2018-2019 school year, if applicable.

All parties involved recognize the importance of ongoing communications to ensure a smooth process and an efficient and effective working relationship.

  
\_\_\_\_\_  
Diane Mittler, Mosaic Academy Principal

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kate Skinner, Aztec Public Library Director

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor: City of Aztec

\_\_\_\_\_  
Date

# Staff Summary Report

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**MEETING DATE:** July 25, 2017  
**AGENDA ITEM:** VIII. CONSENT AGENDA (F)  
**AGENDA TITLE:** CN F10091 New Mexico Department of Transportation Cooperative Project Agreement – Construction Work East Aztec Arterial

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**ACTION REQUESTED BY:** Finance Department, Public Works Department  
**ACTION REQUESTED:** Approval of CN F100091 Cooperative Project Agreement  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- New Mexico Department of Transportation (NMDOT) has provided the Cooperative Project Agreement – Construction Work for the East Aztec Arterial Phase 2. Funding identified in the agreement:
  - Federal - Surface Transportation Program Secondary Highways (STPS) - \$2,990,400
  - State matching funds - \$ 509,600
  - Local (City) non match - \$1,000,000
  - Capital Project Funds (Legislative Appropriations) - \$4,500,000
  - Total \$9,000,000
  
- This funding agreement expires September 30, 2019.

## FISCAL INPUT / FINANCE DEPARTMENT

- Funding identified for the East Aztec Arterial has been included in the FY18 Preliminary Budget and the FY18 Adopted Budget Resolution (Business Item B)

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**SUPPORT DOCUMENTS:** CN F10091 New Mexico Department of Transportation Cooperative Project Agreement – Construction Work East Aztec Arterial

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve CN F10091 New Mexico Department of Transportation Cooperative Project Agreement – Construction Work East Aztec Arterial

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Contract Number	
Vendor Number	<u>0000054308</u>
Control Number	<u>F100091</u>

**COOPERATIVE PROJECT AGREEMENT-CONSTRUCTION WORK**

**This Agreement** is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and the **City of Aztec** (“Public Entity”), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

**1. Purpose:**

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for a transportation project described in the Public Entity’s Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the “Construction Work” for the project, which is referred to interchangeably as “Project” or “Project Control No. F100091.” The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. Additionally, the purpose of this Agreement is to ensure that the scope of work is maintained throughout the life of the Project.

**2. Funding:**

- a. The total funding for Project Control No. **F100091**, is **Nine Million Dollars and No Cents** (\$9,000,000) which will be shared by the Parties as follows:

- 1. **FFY 2017 SMALL URBAN AREA W/POP OVER 5K TO 200K (STPS) Funds**

<b><u>Department’s 85.44% share</u></b>	\$2,990,400
New road with public utilities, pedestrian trail, corridor striping and signage(all phases), ROW, waste removal, wildlife cattle-guard and fencing, complete phase 1A asphalt overlay, retaining walls, construction management and testing services. On West Arterial route phase II-from current end of Legion rd to NM 173. (Description as per STIP database and Agreement Request Form, this agreement only pertains to the construction portion of Project Control No. F100091.)	

- 2. **State’s matching 14.56% share** \$509,600

For the purpose stated above.

- 3. **Local Non-Match** \$1,000,000

For the purpose stated above.

- 4. **The Total Project (STPS) Funding** \$3,600,000

- 5. **Capital Outlay Funds** \$4,500,000

To be covered by Capital Outlay appropriations 14-2088 and 15-0949 which has been executed on Contract D15105.

## 6. The Total Project Funding

\$9,000,000

- b. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section and all costs determined to be ineligible for reimbursement under the terms of the listed funding sources.
- c. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the Public Entity's Engineer's Estimate (EE) and or Estimate of Probable Cost (EOPC). The EE shall be submitted to the Department's North Region T/LPA Coordinator prior to the PS&E Review pursuant to 23 CFR Part 630B.
- d. After the project is advertised, bids shall be submitted in accordance with the advertisement for bids. The Public Entity will open sealed bids in accordance with the Public Entity established procurement procedures. The Department will review the Public Entity's determination of lowest responsive bid to determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The Public Entity's responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
- e. The Public Entity may not make changes and add extra work to the Project after the construction contract has been awarded in order to take advantage of the project Costs as per the agreement amount. Pursuant to 23 CFR 630 and 23 CFR 635, specifically 23 CFR 635.120, extra work may be added to a project as a change order if such work could NOT have been reasonably anticipated at the time of letting and such work is necessary to the completion of the project. If at any point in the construction, the Public Entity identifies extra work as defined by the Department's specifications, current edition as of the date of execution of this agreement, that may be justified by incorporation into the contract, this proposed work shall be reviewed by the Department (District Engineer and Construction Liaison Engineer or Designee), which must concur prior to the commencement of the extra work.

### 3. **Method of Payment – Reimbursement:**

The Department's District T/LPA Coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2, with supporting documentation as determined and/or approved by the Department and Federal Regulations, certifying that costs have been incurred in compliance with this Agreement. **Appendix B** will also need to be submitted with Payment requests. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA Coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly

documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections. Only invoices for approved/undisputed work will be processed.

The Department's District T/LPA Coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Final payment requests shall be submitted to the Department's District T/LPA Coordinator within thirty (30) calendar days of physical completion of the project and prior to the termination date identified within Section 20.

#### **4. Public Entity Shall:**

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 20 below to ensure timely processing.
- d. Obtain authorization of final Contract Book from Department's Region T/LPA Coordinator prior to advertisement.
- e. Provide notice to the Department's **North** Region T/LPA Coordinator of the bid tabs and the lowest responsive bidder.
- f. Pay all costs, perform all labor and supply all material for the Project, or procure construction services to perform all labor and supply all materials for the Project.
- g. Identify a Project Manager who shall be the single point of contact for all communications to and from the Department.
- h. Advertise, let, and supervise the construction of Project Control No. F100091 using applicable federal, state or local requirements or procure services to accomplish these tasks.
- i. Ensure and maintain proof of compliance with 23 CFR Section 635.410 and ensure construction materials, including those associated with utility facilities and relocations, to be in accordance with "Buy America" requirements which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- j. Ensure construction of the Project complies with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, NMDOT Pedestrian Access Details, and NMSA 1978 Sections 67-3-62 and 67-3-64. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- k. If the Project will be built with Public Entity resources, you will need to coordinate with your Region T/LPA Coordinator to obtain prior FHWA approval. Then prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District T/LPA Coordinator.
- l. The Public Entity shall ensure that the contractor and all subcontractors register and enter all required data into B2Gnow and LCPtracker programs. Assistance can be obtained in this effort by contacting the Construction and Civil Rights Bureau (CCRB) as identified in Section 11. The Public Entity shall verify all entries by the contractor and all subcontractors

into the B2Gnow and LCPtracker programs. Failure by the Public Entity to adhere to this reporting provision may result in the Project being deemed ineligible for reimbursement.

- m. Ensure construction activities comply with approved design, environmental commitments, right of way activities, utility coordination, ITS, railroad requirements and construction management and testing.
  - 1. Construction management, testing and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations. Prior approval will be needed from the Department's District T/LPA Coordinator's before awarding the services.
  - 2. The Public Entity's award of contracts for construction management, testing or inspection services shall be independent and shall not be procured through the construction contractor. Unless states otherwise in the Specifications.
- n. Develop and execute the Project in accordance with the Department's current Specifications or approved equal by the District Engineer and concurred by the State Construction Engineer, and the Tribal/Local Public Agency Handbook.
- o. Comply with **Appendix A**, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.
- p. Timely submit and receive all required environmental documentation and authorization for the construction phase to the Project. Copies of all approvals shall be provided to the District T/LPA Coordinator prior to construction.
- q. Shall register with [www.sam.gov](http://www.sam.gov) and DUNS.
- r. Conduct an audit pursuant to OMB Super Circular Section 200.501, if the Public Entity has received a combined \$750,000 in Federal Funding.

**5. The Department Shall:**

- a. Assign the District T/LPA Coordinator as the representative to provide technical assistance to develop, monitor and oversee progress under this Agreement during Construction.
- b. Assign a T/LPA Construction Liaison Engineer to oversee the Project for Federal funding compliance.
- c. The District T/LPA Coordinator will timely process accepted requests for reimbursement.

**6. Both Parties Agree:**

Upon termination of this Agreement, the Public Entity shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

**7. Project Responsibility:**

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the Public Entity unless stated otherwise in this agreement.

**8. Public Entity Sole Jurisdiction:**

Unless otherwise specified in this agreement the Department is not incorporating this Project into the State Highway System and ownership of the project shall remain with the Public Entity including maintenance, unless otherwise specified or legally agreed upon.

## **9. Legal Compliance:**

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

## **10. Federal Grant Reporting Requirements:**

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on [www.USASpending.gov](http://www.USASpending.gov). For this reporting Public Entity is the “subgrantee”.

The type of information the Department is required to report includes:

- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;
- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;
- i. Unique identifier – DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity's grant application and standard reports. The subgrantee will be required to provide the total compensation and names of the subgrantee's top five executives, if applicable, and shall register with [www.sam.gov](http://www.sam.gov) and DUNS and provide that information to the Department.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### **11. Disadvantaged Business Enterprise (DBE) Program:**

- a. DBE Goal Setting – In accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the Public Entity is required to meet that goal through its contractors or demonstrate good faith efforts. The Public Entity shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.
- b. Record Keeping Responsibilities – The Public Entity shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department's Construction and Civil Rights Bureau (CCRB). The CCRB can be contacted as follows:

New Mexico Department of Transportation  
CCRB  
1570 Pacheco Street, Ste. A10  
Santa Fe, New Mexico 87505  
Phone: (505) 629-9890  
Fax: (505) 476-0910

- c. Sanctions – Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the Public Entity fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
- d. Required Contract Assurance: Each contract the Department signs with the Public Entity Contractor and each subcontract the Public Entity Contractor signs with a contractor or subcontractor must include the following assurance: "The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as NMDOT deems appropriate which may include but is not limited to:
  - i. Withholding of monthly progress payment;
  - ii. Assessing sanctions;
  - iii. Liquidated damages; and/or

- iv. Disqualifying the contractor from future bidding as non-responsive

Provision of DBE Program Information: The Public Entity contractor shall provide any DBE related information or data to the District's T/LPA Coordinator or the Department's Office of Construction and Civil Rights Bureau, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

## **12. Title VI Program Obligations:**

- a. Public Entity Assurances – Each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix C**.
- b. The Public Entity shall sign and submit the attached **Appendix C** (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Construction and Civil Rights Bureau as identified within the Appendix. By signing **Appendix C**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require recipients to sign and submit the attached **Appendix C** (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Construction and Civil Rights Bureau as identified within the Appendix for each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a USDOT-assisted project, and any subcontract thereto.

## **13. Third Party Beneficiary:**

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

## **14. New Mexico Tort Claims Act:**

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

## **15. Office of Inspector General Reviews:**

The Public Entity shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing

criminal proceeding shall be relayed immediately to the head of the department or agency concerned.

- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.
  1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
  2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
  3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

#### **16. Access to Records, Accountability of Receipts and Disbursements:**

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five (5) years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual" current edition as of the date of execution of this agreement. The Public Entity shall furnish the Department, State Auditor, or appropriate Federal Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

## **17. Appropriation**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

## **18. Scope of this Agreement:**

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

## **19. Severability:**

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

## **20. Term:**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2019**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

## **21. Termination:**

- a. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor within three (3) months from the date this agreement is effective.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past three (3) months. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- c. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.
- d. If Public Entity decides to terminate they will need to submit official letter with justification on why project is being terminated. They will also need to work with Region T/LPA Coordinator to make sure all steps have been followed as per FHWA Termination process.

## **22. Principal Contacts and Notices:**

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

**North Region T/LPA Coordinator**

Bradley Fisher  
North Region T/LPA Coordinator  
New Mexico Department of Transportation  
P.O. Box 1149, Room 203  
Santa Fe, NM 87504  
Office: 505-827-5396  
E-mail: bradleyF.fisher@state.nm.us

**District T/LPA Coordinator**

William Montoya  
T/LPA Coordinator  
New Mexico Department of Transportation  
P.O. Box 4127  
Santa Fe, NM 87502  
Office: 1-800-388-6630  
E-Mail: William.Montoya@state.nm.us

**Construction Liaison Engineer**

Patricia Bolliger  
T/LPA Construction Liaison Engineer  
New Mexico Department of Transportation  
1570 Pacheco St., STE. A10  
Santa Fe  
Office: 505-469-0329  
E-Mail: patricia.bolliger@state.nm.us

**Public Entity**

Kathy Lamb  
Finance Director  
City of Aztec  
201 West Chaco St.  
Aztec, New Mexico 87410  
Office: 505-334-7653  
E-mail: Klamb@aztecnm.gov

**23. Amendment**

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

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

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

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

By: Cynthia A. Christ  
Assistant General Counsel

Date: 7-11-17

**CITY OF AZTEC**

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

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

**ATTEST**

By: \_\_\_\_\_  
CITY OF AZTEC Clerk

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

**APPROVED AS TO FORM BY THE CITY OF AZTEC ATTORNEY**

By: \_\_\_\_\_  
CITY OF AZTEC Attorney

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

## APPENDIX A

### Construction Phase Duties and Obligations

1. The Public Entity shall ensure compliance for all construction engineering; including project supervision, surveying, inspection, and testing. The Public Entity shall comply with the current edition of the Department's Specifications as stated in the plans or otherwise approved by the District Engineer and concurred by the State Construction Engineer, the New Mexico Transportation Departments Office Procedures Manual, and the Department's Tribal/Local Public Agency Handbook.
2. The Department's Minimum Testing requirements, as identified in the Department's Construction Procedures Handbook for Federal Aid Local Government Projects shall be adhered to.
  - a. The Public Entity's lab personnel or consultant may perform project acceptance testing of materials in accordance with the Public Entity's procedures and requirements, if approved by the Department. All test reports shall be available for review by the Department and FHWA (if applicable).
  - b. Independent assurance testing is required and is the sole responsibility of the Public Entity and shall be done by an independent lab not responsible for acceptance testing.
  - c. The Department maintains a listing of pre-approved independent testing assurance labs, which may be used by the Public Entity or the Public Entity's consultant for independent assurance testing, aggregate source acceptance, and concrete mix designs, relative to equipment and procedures used by the Public Entity and/or their consultant.
  - d. The Public Entity's Engineer or the Public Entity's consultant shall certify that all materials incorporated into the project meet or exceed the specification requirements. The Minimum Testing Requirements are available on the Department's external website.
  - e. All personnel doing sampling and testing for Acceptance/Independent Assurance on federally funded projects shall have current certifications by the Technical Training and Certificate Program.
4. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the Certificates of Compliance are on file with the Public Entity Engineer's Office and Public Entity consultant's office, for products and materials incorporated into the Project and for the quantities shown on the progress payment estimate. The Department may periodically conduct an audit of the Certificates of Compliance pursuant to Section 106.4 of the Department's Standard Specifications. Department personnel may occasionally check the Public Entity's procedures for handling of all Certificates of Compliance. All records shall be kept in one location during the entirety of the project, either the Public Entity or the Consultants.
5. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the items shown on the estimate have been completed and accepted in accordance with the contract requirements.
6. Department or FHWA (if applicable) personnel may periodically review the Public Entity's procedures for documentation of all materials, construction, traffic control, ADA forms, etc. during construction.
7. Change Orders:
  - a. Changes to conform to the field conditions may be warranted; however, these changes shall be discussed with and approved by the District T/LPA coordinator and the Construction Liaison Engineer prior to implementation, in accordance with the Department's Change Order Specifications. The change order shall be submitted soon thereafter to the Project

## APPENDIX A

- Manager. All decreases/increases shall be documented and attached to the change order. No payment shall be made for additional quantities until the Department approves the change orders.
- b. "Extra Work" for which there is no unit bid price shall be negotiated and the price shall be supported by a cost breakdown, the Department's average unit bid price, or the Public Entity's average unit price list on comparable projects. "Extra Work" shall not be performed unless approved by the District T/LPA coordinator and the Construction Liaison Engineer, if participation is requested. If, "Extra Work" cannot be negotiated by the preceding manner, then the contractor may be required to do similar work on a "Force Account" basis as per the Department's specifications.
  - c. Change orders for non-participating work shall be submitted to the District T/LPA coordinator and the Construction Liaison Engineer for review and approval. If the work impacts the scope of work, contract time in excess of pro-rated time, and/or additional contracted funds, it shall require Department approval.
8. The Public Entity's Project Manager shall keep the Department's District T/LPA Coordinator routinely apprised of the Project's progress and important issues concerning the Project, and send copies and communicate all pertinent correspondence as it arises.



## APPENDIX C

### Title VI Nondiscrimination Assurances For FHWA Recipients

The \_\_\_\_\_ (Title of Recipient) (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT) through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *non-discrimination, In Federally-Assisted Programs Of The Department of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Act, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measure necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the DOT, including the FHWA."*

#### Specific Assurances

More specifically and without limiting the above general Assurance, the Recipient hereby gives the following Assurances with respect to its Federally assisted programs and activities:

1. That the Recipient agrees that each "activity", "facility," or "program", as defined in 49 CFR subsections 21.23(e) and (b) , will be (with regard to a "program") conducted, or will be (with regard to a "facility") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids, Request For Proposals for work or material subject to the Acts and the Regulations and made in connection with all (Name of Appropriate Program) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and the Regulations hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement,

## APPENDIX C

disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix C of this assurance in every contract subject to the Acts and the Regulations.
4. That the Recipient shall insert the clauses of Appendix C of this assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon, or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (Name of Appropriate Program); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (Name of Appropriate Program).
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any Federal grants, loans, contracts, property, and/or discounts or other Federal-aid and Federal financial

**APPENDIX C**

assistance extended after the date hereof to the Recipients by the U.S. Department of Transportation under the (Name of Appropriate Program). THIS ASSURANCE is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest and other participants in the (Name of Appropriate Program). The person or persons signing below are authorized to sign this ASSURANCE on behalf of the Recipient.

Date: \_\_\_\_\_ Project Control Number: F100091

Recipient Name: City of Aztec \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

This Appendix should be signed and mailed to the following:  
New Mexico Department of Transportation  
Construction and Civil Rights Bureau  
1570 Pacheco Street, Ste. A10  
Santa Fe, New Mexico 87505  
Phone: 1-800-544-0936 or 505-827-1774  
Fax: 505-827-1779

## APPENDIX C

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, and the Federal Highway Administration (hereinafter "FHWA") (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited of the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions

## APPENDIX C

for non-compliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the (Recipient) to enter into any litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### **(GRANTING CLAUSE)**

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the (Name of Recipient) will accept title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program) and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Name of Recipient) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "\_\_\_" attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto (Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the (Name of Recipient), its successors and assigns.

## APPENDIX C

The (Name of Recipient), in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]\* (2) that the (Name of Recipient) shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. \*

(\*Reverter clause and related language to be used only when it is determined that such clause is necessary in order to Make clear the purposes of Title VI of the Civil Rights Act of 1964.)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the (Name of Recipient) pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) and never been made or issued.\*

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C

With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns.\*

(\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by (Name of Recipient) pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to the Act and Regulations, as amended, set forth in this Assurance.

With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

With respect to the deeds, in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

## APPENDIX C

- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

APPENDIX D

**CERTIFICATION OF COOPERATIVE AGREEMENT – CONSTRUCTION WORK  
COMPLIANCE/COMPLETION**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of

\_\_\_\_\_ do hereby certify as follows:

That the State has complied with all the terms and conditions in the Agreement for

Control Number: F100091

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

Mayor or designee

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

When completed, please send Certification to:

William Montoya, T/LPA Coordinator  
New Mexico Department of Transportation  
District 5  
P.O. Box 4127  
Santa Fe, NM 87502

# Staff Summary Report

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**MEETING DATE:** July 25, 2017  
**AGENDA ITEM:** VIII. CONSENT (G)  
**AGENDA TITLE:** Resolution 2017-1055 FY2017 Year End Budget Adjustments

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

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## PROJECT DESCRIPTION / FACTS

### INVESTMENTS

- NM Department of Finance and Administration (DFA) has advised changes in investment balances also require budget adjustments. While the City does not budget for investments, cash reserves are included in the information required to be submitted in the budget process and changes to those balances require an adjustment.
- The adjustments include interest paid on the money market account held at Vectra Bank and on the CD at Citizens Bank for the Guzman Energy contractual security.

### GENERAL FUND

- The final review of FY2017 has been completed and estimates of revenues and expenses not yet received have been projected. The Golf Course fund will be closed to the General Fund as of June 30, 2017 and budget adjustments are included to establish the budgets necessary for the new department. The Airport Fund requires a transfer of funds to maintain a positive cash balance due to the purchase of fuel at the end of June 2017.

### AIRPORT FUND

- The airport apron project included a change order due to the additional work required of the 'soft' spots identified before paving could be completed. Federal funds are available for the additional costs (10% of the costs will be the responsibility of the city); the budget adjustments include both an increase to the revenues and expenditure for the project.
- Fuel was purchased at the end of June and requires a transfer from General Fund to provide a positive year-end cash balance.

### GOLF COURSE FUND

- The Golf Course Fund will close to the General Fund as of June 30, 2017. The adjustments are deleting the budget within the Golf Course Fund.

**PROCUREMENT / PURCHASING (if applicable)**

- N/A

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

- The FY2017 Fourth Quarter Report (Consent Item H) includes the budget adjustments identified in this Consent Item. Negative cash balances are not permitted for the FY18 Annual Budget approval by DFA and will delay the City's final budget approval by that agency. Negative budgets will impact the FY17 Annual Financial Audit.

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**SUPPORT DOCUMENTS:** Resolution 2017-1055 Year End Budget Adjustments

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2017-1055 Year End Budget Adjustments.

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**RESOLUTION 2017-1055**  
**FY2017 Year End Budget Adjustments**

**WHEREAS,** as required by NM DFA, changes in investment values as of June 30, 2017 require a budget adjustment; and

**WHEREAS,** the Airport Fund has incurred additional expenditures and changes in revenues for the Fiscal Year 2016-2017; and

**WHEREAS,** the Municipal Golf Course is reclassified from an enterprise fund to General Fund as of June 30, 2017 and requires budgets be established for revenues and expenses; and

**NOW, THEREFORE, BE IT RESOLVED** that the following fiscal year 2016-2017 year end budget adjustments be recognized and approved:

INVESTMENTS

Vectra Money Market Fund	2,000
Citizens Bank CD (Guzman PPA Security)	127
<b>Total Investment Increase</b>	<b>2,127</b>

**GENERAL FUND #101**  
**Golf Course Fund #570 closed to General Fund**

Municipal Golf Course	283,805
<b>Total Revenue Budget Increase</b>	<b>283,805</b>

Transfer to Airport Fund	20,000
Transfer to Golf Course Fund	(80,000)
<b>Total Transfer Budget Decrease</b>	<b>(60,000)</b>

Municipal Golf Course	354,254
<b>Total Expenditure Budget Increase</b>	<b>354,254</b>

**AIRPORT FUND #270**

FED: FAA Airport Tarmac	50,900
<b>Total Revenue Budget Increase</b>	<b>50,900</b>
TRNS: From General Fund	20,000
<b>Total Transfer Budget Increase</b>	<b>20,000</b>
CPTL: Terminal Apron Reconstruction	56,626
<b>Total Expense Budget Increase</b>	<b>56,626</b>

**GOLF COURSE FUND #570  
Close to General Fund**

Municipal Golf Course	(283,805)
<b>Total Revenue Budget Decrease</b>	<b>(283,805)</b>
Transfer from General Fund	(80,000)
<b>Total Transfer Budget Decrease</b>	<b>(80,000)</b>
Municipal Golf Course	(354,254)
<b>Total Expense Budget Decrease</b>	<b>(354,254)</b>

**NOW, THEREFORE, BE IT RESOLVED** that the Aztec City Commission adopted this resolution as a formal approval of year end budget adjustments for the Fiscal Year 2016-17.

**ADOPTED AND APPROVED** this 25th day of July 2017.

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MAYOR SALLY BURBRIDGE

ATTEST:

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KARLA SAYLER, CMC

# Staff Summary Report

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**MEETING DATE:** July 25, 2017  
**AGENDA ITEM:** VIII. CONSENT AGENDA (H)  
**AGENDA TITLE:** Resolution 2017-1056 Approval of FY17 4<sup>th</sup> Quarter Financial Report

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**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approval of Resolution 2017-1056 Approval of FY17 4<sup>th</sup> Quarter Financial Report  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- A requirement of the NM DFA annual budget approval process includes governing body approval of the 4<sup>th</sup> quarter financial report by resolution.
- The financial report submittal has been a requirement of the annual budget approval procedure for several years and requires the year end financial report to include many estimates as the complete year end process has not been completed.
- The DFA Financial report will be provided prior to July 25, 2017 meeting.

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**SUPPORT DOCUMENTS:** Resolution 2017-1056  
DFA Financial Report for Quarter Ending June 30, 2017 – will be provided prior to July 25, 2017 meeting

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve Resolution 2017-1056 Approval of FY17 4<sup>th</sup> Quarter Financial Report

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**Resolution 2017-1056**  
**State Of New Mexico, Municipality Of Aztec**

**A RESOLUTION APPROVING THE QUARTERLY FINANCIAL REPORT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE PERIOD ENDING JUNE 30, 2017.**

**WHEREAS,** NMSA 1978-6-2 states the New Mexico Department of Finance and Administration's Local Government Division (LGD) is mandated to require periodic financial reports of local public bodies; and

**WHEREAS,** the New Mexico Department of Finance and Administration (DFA) requires a resolution approving the FY17 fourth quarter report; and

**WHEREAS,** the New Mexico Department of Finance and Administration requires the unaudited beginning cash balances as of July 1, 2017 listed on the final budget must agree with the year-end June 30, 2017 cash balances listed on the fourth quarterly financial report.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Aztec, State of New Mexico, hereby approves the quarterly financial report to the New Mexico Department of Finance and Administration, LGD, for the period ending June 30, 2017. The fourth quarter financial report is attached hereto as EXHIBIT "A".

**DONE AND APPROVED** this 25<sup>th</sup> day of July, 2017.

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Mayor Sally Burbridge

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Mayor Pro-Tem Sherri A. Sipe

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Commissioner Katee McClure

---

Commissioner Austin R. Randall

---

Commissioner Sheri L. Rogers

ATTEST:

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Karla Saylor, City Clerk

**MUNICIPALITY: AZTEC**

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

**Period Ending: 6/30/2017**

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER THAN 30 DAYS  
AFTER THE CLOSE OF EACH QUARTER.

**Prepared By: K LAMB**

I HEREBY CERTIFY THAT THE CONTENTS IN THIS REPORT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS REPORT DEPICTS ALL FUNDS:

*K Lamb*

7/20/2017

Signature

Date

**YEAR-TO-DATE TRANSACTIONS**

Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY	REVENUES TO DATE	TRANSFERS TO DATE	EXPENDITURES TO DATE	ADJUSTMENTS	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5)	INVESTMENTS	CASH + INVESTMENTS	REQUIRED RESERVES	AVAILABLE CASH (8) - (9)
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(8) - (9)
101	GENERAL FUND (GF)	\$552,323	5,730,349	(60,000)	5,873,259	479,817	\$829,229	1,970,012	\$2,799,241	489,438	\$2,309,803
201	CORRECTION	\$13,184	65,776	10,000	85,302	12	\$3,670	10,367	\$14,037		\$14,037
202	ENVIRONMENTAL GRT	\$0	0	0	0		\$0		\$0		\$0
206	EMS	\$0	0	0	0		\$0		\$0		\$0
207	ENHANCED 911	\$0	0	0	0		\$0		\$0		\$0
209	FIRE PROTECTION FUND	\$113,965	200,592	0	775,045	489,023	\$28,535	80,609	\$109,144		\$109,144
211	LEPF	\$1,072	27,904	0	28,875	221	\$322	909	\$1,231		\$1,231
214	LODGERS' TAX	\$8,322	43,930	0	43,834	7,015	\$15,433	43,595	\$59,028		\$59,028
216	MUNICIPAL STREET	\$140,114	2,019,062	0	2,013,833	65,939	\$211,282	596,856	\$808,138		\$808,138
217	RECREATION	\$0	0	0	3,037	3,109	\$72	202	\$274		\$274
218	INTERGOVERNMENTAL GRANT	\$0	0	0	0		\$0		\$0		\$0
219	SENIOR CITIZEN	\$0	0	0	0		\$0		\$0		\$0
223	DWI PROGRAM	\$0	0	0	0		\$0		\$0		\$0
299	OTHER	\$21,203	783,548	50,000	861,263	(111,395)	(\$117,907)	117,979	\$72		\$72
300	CAPITAL PROJECT FUNDS	\$718,204	408,999	0	357,044	(132,616)	\$637,543	323,273	\$960,816		\$960,816
401	G. O. BONDS	\$0	0	0	0		\$0		\$0		\$0
402	REVENUE BONDS	\$0	0	0	0		\$0		\$0		\$0
403	DEBT SERVICE OTHER	\$0	0	0	0		\$0		\$0		\$0
500	ENTERPRISE FUNDS										
	Water Fund	\$0	0	0	0		\$0		\$0		\$0
	Solid Waste	\$22,357	673,191	0	724,559	53,113	\$24,102	68,086	\$92,188		\$92,188
	Waste Water	\$0	0	0	0		\$0		\$0		\$0
	Airport	\$0	0	0	0		\$0		\$0		\$0
	Ambulance	\$0	0	0	0		\$0		\$0		\$0
	Cemetery	\$0	0	0	0		\$0		\$0		\$0
	Housing	\$0	0	0	0		\$0		\$0		\$0
	Parking	\$0	0	0	0		\$0		\$0		\$0
	JOINT UTIL O&M, R&R, WTR	\$1,925,278	12,816,627	0	11,199,127	(2,422,379)	\$1,120,399	10,922,438	\$12,042,837		\$12,042,837
	IRRIGATION FUND	\$15,800	484	0	818	9,381	\$24,847	70,190	\$95,037		\$95,037
	Other Enterprise (enter fund name)	\$0	0	0	0		\$0		\$0		\$0
	MUNICIPAL GOLF COURSE	\$12,912	0	0	0	(12,912)	\$0		\$0		\$0
600	INTERNAL SERVICE FUNDS	\$0	0	0	0		\$0		\$0		\$0
700	TRUST AND AGENCY FUNDS	\$0	0	0	0		\$0		\$0		\$0
<b>GRAND TOTAL</b>		\$3,544,734	\$22,770,462	\$0	\$21,965,996	(\$1,571,672)	\$2,777,527	\$14,204,516	\$16,982,043	\$489,438	\$16,492,605

GENERAL FUND - MUNICIPALITY

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
<b>REVENUES</b>							
<b>Taxes:</b>							
Property Tax - Current Year	\$624,243	\$0	\$624,243	\$590,069		(\$34,174)	94.53%
Property Tax - Delinquent	\$25,162	\$0	\$25,162	\$14,316		(\$10,846)	56.90%
Property Tax - Penalty & Interest	\$0	\$0	\$0			\$0	n/a
Oil and Gas - Equipment	\$10,483	\$0	\$10,483	\$5,123		(\$5,360)	48.87%
Oil and Gas - Production	\$1,912	\$0	\$1,912	\$966		(\$946)	50.52%
Franchise Fees	\$493,060	\$0	\$493,060	\$524,859		\$31,799	106.45%
Gross receipts - Local Option	\$1,317,576	\$0	\$1,317,576	\$1,335,171		\$17,595	101.34%
Gross Receipts - Infrastructure	\$0	\$0	\$0			\$0	n/a
Gross Receipts - Environment	\$0	\$0	\$0			\$0	n/a
Gross Receipts - Hold Harmless	\$0	\$0	\$0			\$0	n/a
Gross Receipts - Other Dedication	\$0	\$0	\$0			\$0	n/a
<b>Intergovernmental -State Shared:</b>							
Gross receipts	\$1,303,609	\$0	\$1,303,609	\$1,321,345		\$17,736	101.36%
Cigarette Tax	\$0	\$0	\$0			\$0	n/a
Gas Tax [1 cent]	\$0	\$0	\$0			\$0	n/a
Gas Tax [2 cent]	\$0	\$0	\$0			\$0	n/a
Motor Vehicle	\$34,080	\$0	\$34,080	\$37,026		\$2,946	108.64%
Grants - Federal	\$750	\$0	\$750	\$375		(\$375)	50.00%
Grants - State	\$189,282	\$4,732	\$194,014	\$379,666		\$185,652	195.69%
Grants - Local	\$26,300	\$5,050	\$31,350	\$31,333		(\$17)	99.95%
Legislative Appropriations	\$0	\$0	\$0			\$0	n/a
Small Cities Assistance	\$100,000	\$0	\$100,000	\$177,449		\$77,449	177.45%
<b>Licenses and Permits</b>	\$23,782	\$0	\$23,782	\$27,570		\$3,788	115.93%
<b>Charges for Services</b>	\$502,314	\$248,805	\$751,119	\$679,786		(\$71,333)	90.50%
<b>Fines and Forfeits</b>	\$365,000	\$0	\$365,000	\$319,034		(\$45,966)	87.41%
<b>Interest on Investments</b>	\$5,000	\$0	\$5,000	\$8,972		\$3,972	179.44%
<b>Miscellaneous</b>	\$124,800	\$35,000	\$159,800	\$277,288		\$117,488	173.52%
<b>TOTAL GENERAL FUND REVENUES</b>	\$5,147,353	\$293,587	\$5,440,940	\$5,730,349		\$289,409	105.32%
<b>EXPENDITURES</b>							
Executive-Legislative	\$126,933	\$58,962	\$185,895	\$135,687		\$50,208	72.99%
Judicial	\$232,045	\$7,700	\$239,745	\$209,123		\$30,622	87.23%
Elections	\$0	\$0	\$0			\$0	n/a
Finance & Administration	\$1,119,697	(\$79,062)	\$1,040,635	\$749,463		\$291,172	72.02%
Public Safety	\$1,964,365	(\$125,155)	\$1,839,210	\$1,706,105		\$133,105	92.76%
Highways & Streets	\$736,656	\$88,230	\$824,886	\$639,365		\$185,521	77.51%
Senior Citizens	\$291,289	\$13,450	\$304,739	\$195,339		\$109,400	64.10%
Sanitation	\$0	\$0	\$0			\$0	n/a
Health and Welfare	\$559,250	\$15,500	\$574,750	\$561,294		\$13,456	97.66%
Culture and Recreation	\$1,097,067	\$359,256	\$1,456,323	\$1,140,188		\$316,135	78.29%
Economic Development & Housing	\$268,445	(\$500)	\$267,945	\$189,574		\$78,371	70.75%
Airport	\$0	\$75,000	\$75,000	\$72,069		\$2,931	96.09%
Other - Miscellaneous	\$308,584	\$10,955	\$319,539	\$275,053		\$44,486	86.08%
<b>TOTAL GENERAL FUND EXPENDITURES</b>	\$6,704,331	\$424,336	\$7,128,667	\$5,873,259	\$0	\$1,255,408	82.39%
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$100,000	\$0	\$100,000	\$0		(\$100,000)	0.00%
Transfers (Out)	(\$135,000)	\$60,000	(\$75,000)	(\$60,000)		\$15,000	80.00%
<b>TOTAL - OTHER FINANCING SOURCES</b>	(\$35,000)	\$60,000	\$25,000	(\$60,000)		(\$85,000)	(240.00%)
<b>Excess (deficiency) of revenues over expenditures</b>				(\$202,911)			

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS			
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
<b>CORRECTIONS</b>	<b>201</b>							
REVENUES								
Correction Fees	201	84,000	0	84,000	65,776		(18,224)	78.30%
Miscellaneous	201	0	0	0			0	n/a
<b>TOTAL Revenues</b>		84,000	0	84,000	65,776		(18,224)	78.30%
<b>EXPENDITURES</b>	201	109,000	0	109,000	85,302		23,698	78.26%
OTHER FINANCING SOURCES								
Transfers In	201	25,000	0	25,000	10,000		(15,000)	40.00%
Transfers (Out)	201	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		25,000	0	25,000	10,000		(15,000)	40.00%
Excess (deficiency) of revenues over expend	201				(9,526)			
<b>ENVIRONMENTAL</b>	<b>202</b>							
REVENUES								
GRT - Environmental	202	0	0	0	0		0	n/a
Miscellaneous	202	0	0	0	0		0	n/a
<b>TOTAL Revenues</b>		0	0	0	0		0	n/a
<b>EXPENDITURES</b>	202	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	202	0	0	0	0		0	n/a
Transfers (Out)	202	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	202				0			
<b>EMS</b>	<b>206</b>							
REVENUES								
State EMS Grant	206	0	0	0	0		0	n/a
Miscellaneous	206	0	0	0	0		0	n/a
<b>TOTAL Revenues</b>		0	0	0	0		0	n/a
<b>EXPENDITURES</b>	206	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	206	0	0	0	0		0	n/a
Transfers (Out)	206	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	206				0			
<b>E911</b>	<b>207</b>							
REVENUES								
State-E-911 Enhancement	207	0	0	0	0		0	n/a
Network & Data Base Grant	207	0	0	0	0		0	n/a
Miscellaneous	207	0	0	0	0		0	n/a
<b>TOTAL Revenues</b>		0	0	0	0		0	n/a
<b>EXPENDITURES</b>	207	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	207	0	0	0	0		0	n/a
Transfers (Out)	207	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	207				0			
<b>FIRE PROTECTION</b>	<b>209</b>							
REVENUES								
State - Fire Marshall Allotment	209	154,169	44,957	199,126	199,126		0	100.00%
Miscellaneous	209	200	0	200	1,466		1,266	733.00%
<b>TOTAL Revenues</b>		154,369	44,957	199,326	200,592		1,266	100.64%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
<b>EXPENDITURES</b>	209	787,372	44,957	832,329	775,045		57,284	93.12%
OTHER FINANCING SOURCES								
Transfers In	209	0	0	0	0		0	n/a
Transfers (Out)	209	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	209				(574,453)			
<b>LAW ENFORCEMENT PROTECTION REVENUES</b>	<b>211</b>							
State-Law Enforcement Protection	211	27,800	0	27,800	27,800		0	100.00%
Miscellaneous	211	0	0	0	104		104	n/a
<b>TOTAL Revenues</b>		27,800	0	27,800	27,904		104	100.37%
<b>EXPENDITURES</b>	211	28,875	0	28,875	28,875		0	100.00%
OTHER FINANCING SOURCES								
Transfers In	211	0	0	0	0		0	n/a
Transfers (Out)	211	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	211				(971)			
<b>LODGERS' TAX REVENUES</b>	<b>214</b>							
Lodgers' Tax	214	40,000	0	40,000	43,589		3,589	108.97%
Miscellaneous	214	75	0	75	341		266	454.67%
<b>TOTAL Revenues</b>		40,075	0	40,075	43,930		3,855	109.62%
<b>EXPENDITURES</b>	214	66,000	0	66,000	43,834		22,166	66.42%
OTHER FINANCING SOURCES								
Transfers In	214	0	0	0	0		0	n/a
Transfers (Out)	214	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	214				96			
<b>MUNICIPAL STREET REVENUES</b>	<b>216</b>							
GRT - Infrastructure (1/8 cent)	216	131,750	0	131,750	133,518		1,768	101.34%
GRT - Municipal	216	0	0	0			0	n/a
Gasoline Tax - (1 cent / 2 cent)	216	170,600	0	170,600	177,430		6,830	104.00%
Motor Vehicle - Registration (all)	216	0	0	0			0	n/a
State Grants	216	5,481,030	0	5,481,030	740,357		(4,740,673)	13.51%
Federal Grants	216	4,725,694	0	4,725,694	966,140		(3,759,554)	20.44%
Miscellaneous	216	1,000	0	1,000	1,617		617	161.70%
<b>TOTAL Revenues</b>		10,510,074	0	10,510,074	2,019,062		(8,491,012)	19.21%
<b>EXPENDITURES</b>	216	10,612,678	0	10,612,678	2,013,833		8,598,845	18.98%
OTHER FINANCING SOURCES								
Transfers In	216	0	0	0	0		0	n/a
Transfers (Out)	216	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	216				5,229			
<b>RECREATION REVENUES</b>	<b>217</b>							
Cigarette Tax - (1 cent)	217	0	0	0	0		0	n/a
Miscellaneous	217	0	0	0	0		0	n/a
<b>TOTAL Revenues</b>		0	0	0	0		0	n/a
<b>EXPENDITURES</b>	217	3,311	0	3,311	3,037		274	91.72%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
<b>OTHER FINANCING SOURCES</b>								
Transfers In	217	0	0	0	0		0	n/a
Transfers (Out)	217	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	217				(3,037)			
<b>INTERGOVERNMENTAL GRANTS REVENUES</b>	<b>218</b>							
State Grants	218	0	0	0	0		0	n/a
Federal Grants	218	0	0	0	0		0	n/a
Miscellaneous	218	0	0	0	0		0	n/a
<b>TOTAL Revenues</b>		0	0	0	0		0	n/a
<b>EXPENDITURES</b>	218	0	0	0	0	0	0	n/a
<b>OTHER FINANCING SOURCES</b>								
Transfers In	218	0	0	0	0		0	n/a
Transfers (Out)	218	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	218				0			
<b>SENIOR CITIZENS REVENUES</b>	<b>219</b>							
State Grants	219	0	0	0	0		0	n/a
Federal Grants	219	0	0	0	0		0	n/a
Miscellaneous	219	0	0	0	0		0	n/a
<b>TOTAL Revenues</b>		0	0	0	0		0	n/a
<b>EXPENDITURES</b>	219	0	0	0	0	0	0	n/a
<b>OTHER FINANCING SOURCES</b>								
Transfers In	219	0	0	0	0		0	n/a
Transfers (Out)	219	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	219				0			
<b>DWI REVENUES</b>	<b>223</b>							
State - Formula Distribution (DFA)	223	0	0	0	0		0	n/a
State - Local Grant (DFA)	223	0	0	0	0		0	n/a
State Other	223	0	0	0	0		0	n/a
Federal Grants	223	0	0	0	0		0	n/a
Miscellaneous	223	0	0	0	0		0	n/a
<b>TOTAL Revenues</b>		0	0	0	0		0	n/a
<b>EXPENDITURES</b>	223	0	0	0	0	0	0	n/a
<b>OTHER FINANCING SOURCES</b>								
Transfers In	223	0	0	0	0		0	n/a
Transfers (Out)	223	0	0	0	0		0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	223				0			
<b>OTHER - SPECIAL REVENUES</b>	<b>299</b>							
REVENUES	299	760,470	77,862	838,332	783,548		(54,784)	93.47%
EXPENDITURES	299	777,777	83,588	861,365	861,263	0	102	99.99%
<b>TOTAL -OTHER FINANCING SOURCES</b>	299	(70,000)	20,000	(50,000)	50,000		100,000	(100.00%)
Excess (deficiency) of revenues over expend	299				(27,715)			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS		Budget Balance	Budget Variance %
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
<b>MUNICIPAL AIRPORT FUND #270</b>							
REVENUES	760,200	77,862	838,062	780,946		(57,116)	93.18%
EXPENDITURES	777,777	83,588	861,365	861,263		102	99.99%
OTHER FINANCING SOURCES							
Transfers In	30,000	20,000	50,000	50,000		0	100.00%
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	30,000	20,000	50,000	50,000		0	100.00%
Excess (deficiency) of revenues over expenditures				(30,317)			
<b>IMPACT/DVELOPMENT FEE FUND #215</b>							
REVENUES	70	0	70	2,024		1,954	2891.43%
EXPENDITURES	0	0	0		0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				2,024			
<b>ECONOMIC DEVELOPMENT #215</b>							
REVENUES	200	0	200	578		378	289.00%
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	(100,000)	0	(100,000)	0		100,000	0.00%
TOTAL - OTHER FINANCING SOURCES	(100,000)	0	(100,000)	0		100,000	0.00%
Excess (deficiency) of revenues over expenditures				578			
<b>(enter fund name here)</b>							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
<b>(enter fund name here)</b>							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
<b>(enter fund name here)</b>							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
<b>(enter fund name here)</b>							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS			
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS			
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
<b>FUND 299 SUMMARY</b>							
Revenue - TOTAL	\$760,470	\$77,862	\$838,332	\$783,548		(54,784)	93.47%
Expenditures - TOTAL	\$777,777	\$83,588	\$861,365	\$861,263	\$0	102	99.99%
TOTAL - OTHER FINANCING SOURCES	(\$70,000)	\$20,000	(\$50,000)	\$50,000		\$100,000	(100.00%)

**CAPITAL PROJECTS**

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANC ES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			Positive (Negative)	
						\$	%
<b>REVENUES</b>							
GRT- Dedication	\$263,489	\$0	\$263,489	\$267,043		\$3,554	101.35%
GRT- Hold Harmless	\$0	\$0	\$0			\$0	n/a
GRT- Infrastructure	\$131,750	\$0	\$131,750	\$133,518		\$1,768	101.34%
Bond Proceeds	\$0	\$0	\$0			\$0	n/a
Local Grants	\$0	\$0	\$0			\$0	n/a
CDBG funding	\$0	\$0	\$0			\$0	n/a
State Grants	\$0	\$0	\$0			\$0	n/a
Federal Grants (other)	\$319,900	\$0	\$319,900			(\$319,900)	0.00%
Legislative Appropriations	\$0	\$0	\$0			\$0	n/a
Investment Income	\$3,000	\$0	\$3,000	\$8,438		\$5,438	281.27%
Miscellaneous	\$0	\$0	\$0			\$0	n/a
<b>TOTAL CAPITAL PROJECTS REVENUES</b>	<b>\$718,139</b>	<b>\$0</b>	<b>\$718,139</b>	<b>\$408,999</b>		<b>(\$309,140)</b>	<b>56.95%</b>
<b>EXPENDITURES</b>							
Parks/Recreation	\$561,000	\$0	\$561,000			\$561,000	0.00%
Housing	\$0	\$0	\$0			\$0	n/a
Equipment & Buildings	\$0	\$0	\$0			\$0	n/a
Facilities	\$0	\$0	\$0			\$0	n/a
Transit	\$0	\$0	\$0			\$0	n/a
Utilities	\$0	\$0	\$0			\$0	n/a
Airports	\$0	\$0	\$0			\$0	n/a
Infrastructure	\$400,000	\$0	\$400,000			\$400,000	0.00%
Debt Service Payments (P&I)-GO Bonds	\$0	\$0	\$0			\$0	n/a
Debt Service Payments (P&I)-Rev. Bonds	\$342,650	\$0	\$342,650	\$339,582		\$3,068	99.10%
Other	\$20,000	\$0	\$20,000	\$17,462		\$2,538	87.31%
<b>TOTAL CAPITAL PROJECTS EXPENDITURES</b>	<b>\$1,323,650</b>	<b>\$0</b>	<b>\$1,323,650</b>	<b>\$357,044</b>	<b>\$0</b>	<b>\$966,606</b>	<b>26.97%</b>
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL - OTHER FINANCING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>n/a</b>
<b>Excess (deficiency) of revenues over expenditures</b>				<b>\$51,955</b>			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
<b>REVENUES</b>							
<b>Water Fund</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REVENUES - Water Fund</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Water Fund</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
<b>REVENUES</b>							
<b>Solid Waste</b>							
Charges for Services	\$664,200	\$0	\$664,200	\$671,390		\$7,190	101.08%
Interest on Investments	\$350	\$0	\$350	\$557		\$207	159.14%
Gross Receipts - dedicated	\$0	\$0	\$0			\$0	n/a
Grants - Federal	\$0	\$0	\$0			\$0	n/a
Grants - State	\$0	\$0	\$0			\$0	n/a
Legislative Appropriation	\$0	\$0	\$0			\$0	n/a
Other	\$0	\$0	\$0	\$1,244		\$1,244	n/a
<b>TOTAL REVENUES - Solid Waste Fund</b>	\$664,550	\$0	\$664,550	\$673,191		\$8,641	101.30%
<b>EXPENDITURES</b>							
<b>Solid Waste</b>	\$761,763	\$0	\$761,763	\$724,559		\$37,204	95.12%
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				(\$51,368)			
<b>REVENUES</b>							
<b>Waste Water</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REVENUES - Waste Water Fund</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Waste Water</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			Positive (Negative)	
						\$	%
<b>REVENUES</b>							
<b>Airport</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REVENUES - Airport Fund</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Airport</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
<b>REVENUES</b>							
<b>Ambulance</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REVENUES - Ambulance Fund</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Ambulance</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
<b>REVENUES</b>							
<b>Cemetery</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REVENUES - Cemetery Fund</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Cemetery</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
<b>REVENUES</b>							
<b>Housing</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REVENUES - Housing Fund</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Housing</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
<b>REVENUES</b>							
<b>Parking Facilities</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REVENUES - Parking Facilities</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Parking Facilities</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
<b>REVENUES</b>							
<b>JOINT UTIL O&amp;M, R&amp;R, WTR RTS ACQ</b>							
Charges for Services	\$8,496,500	\$0	\$8,496,500	\$9,038,069		\$541,569	106.37%
Interest on Investments	\$20,400	\$0	\$20,400	\$68,775		\$48,375	337.13%
Gross Receipts - dedicated	\$65,873	\$0	\$65,873	\$66,749		\$876	101.33%
Grants - Federal	\$350,000	\$0	\$350,000	\$350,000		\$0	100.00%
Grants - State	\$150,615	\$0	\$150,615	\$51,735		(\$98,880)	34.35%
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$5,220,100	\$0	\$5,220,100	\$3,241,299		(\$1,978,801)	62.09%
<b>TOTAL REV. - Other Enterprise Fund</b>	\$14,303,488	\$0	\$14,303,488	\$12,816,627		(\$1,486,861)	89.60%
<b>EXPENDITURES</b>							
<b>Other Enterprise Fund</b>	\$16,737,167	\$0	\$16,737,167	\$11,199,127		\$5,538,040	66.91%
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$1,443,000	\$0	\$1,443,000	\$918,000		(\$525,000)	63.62%
Transfers (Out)	(\$1,443,000)	\$0	(\$1,443,000)	(\$918,000)		\$525,000	63.62%
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$1,617,500			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
<b>REVENUES</b>							
<b>IRRIGATION FUND</b>							
Charges for Services	\$13,159	\$0	\$13,159			(\$13,159)	0.00%
Interest on Investments	\$150	\$0	\$150	\$484		\$334	322.67%
Gross Receipts - dedicated	\$0	\$0	\$0			\$0	n/a
Grants - Federal	\$0	\$0	\$0			\$0	n/a
Grants - State	\$0	\$0	\$0			\$0	n/a
Legislative Appropriation	\$0	\$0	\$0			\$0	n/a
Other	\$0	\$0	\$0			\$0	n/a
<b>TOTAL REV. - Other Enterprise Fund</b>	\$13,309	\$0	\$13,309	\$484		(\$12,825)	3.64%
<b>EXPENDITURES</b>							
<b>Other Enterprise Fund</b>	\$31,765	\$0	\$31,765	\$818	\$0	\$30,947	2.58%
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				(\$334)			
<b>REVENUES</b>							
<b>Other Enterprise (enter fund name)</b>							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL REV. - Other Enterprise Fund</b>	\$0	\$0	\$0	\$0		\$0	n/a
<b>EXPENDITURES</b>							
<b>Other Enterprise Fund</b>	\$0	\$0	\$0	\$0	\$0	\$0	n/a
<b>OTHER FINANCING SOURCES</b>							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
<b>TOTAL-OTHER FINANCING SOURCES</b>	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			



**Resolution 2017-1056**  
**State Of New Mexico, Municipality Of Aztec**

**A RESOLUTION APPROVING THE QUARTERLY FINANCIAL REPORT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE PERIOD ENDING JUNE 30, 2017.**

- WHEREAS,** NMSA 1978-6-2 states the New Mexico Department of Finance and Administration's Local Government Division (LGD) is mandated to require periodic financial reports of local public bodies; and
- WHEREAS,** the New Mexico Department of Finance and Administration (DFA) requires a resolution approving the FY17 fourth quarter report; and
- WHEREAS,** the New Mexico Department of Finance and Administration requires the unaudited beginning cash balances as of July 1, 2017 listed on the final budget must agree with the year-end June 30, 2017 cash balances listed on the fourth quarterly financial report.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Aztec, State of New Mexico, hereby approves the quarterly financial report to the New Mexico Department of Finance and Administration, LGD, for the period ending June 30, 2017. The fourth quarter financial report is attached hereto as EXHIBIT "A".

**DONE AND APPROVED** this 25<sup>th</sup> day of July, 2017.

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Mayor Sally Burbridge

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Mayor Pro-Tem Sherri A. Sipe

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Commissioner Katee McClure

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Commissioner Austin R. Randall

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Commissioner Sheri L. Rogers

ATTEST:

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Karla Saylor, City Clerk

# Staff Summary Report

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**MEETING DATE:** July 25, 2017  
**AGENDA ITEM:** VIII. CONSENT AGENDA (I)  
**AGENDA TITLE:** Resolution 2017-1058 Public Use Requirements for the East Aztec Arterial

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**ACTION REQUESTED BY:** Finance Department, Public Works Department

**ACTION REQUESTED:** Approval of Resolution 2017-1058

**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

- New Mexico Department of Transportation, during its review of right of way requirements for the East Aztec Arterial, has advised a requirement for the City to confirm the city land upon which the project is and will be constructed is for public use.
- The City has received federal funds for the construction of phase 1A (American Recovery and Reinvestment in 2009) and Surface Transportation Program Secondary Highways (STPS) for phase 1B. The final phase will be partially funded through STPS federal funds (cooperative funding agreement is Consent Item F).
- Without the affirmation of the city lands to be for public use, the project will not be able to move forward.

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**SUPPORT DOCUMENTS:** Resolution 2017-1058

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2017-1058 Public Use Requirement for the East Aztec Arterial

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**CITY OF AZTEC**

**RESOLUTION NO. 2017-1058**

**PUBLIC USE REQUIREMENTS FOR THE EAST AZTEC ARTERIAL PHASE TWO**

**WHEREAS,** the City of Aztec (City) is a municipal organization duly organized and existing as a municipal corporation under and by virtue of the laws of the State of New Mexico; and

**WHEREAS,** the Aztec City Commission (Commission) is the duly recognized governing body acting with authority for the City and responsible for the exercise of its governmental powers; and

**WHEREAS,** the City has received Federal Funds from the Surface Transportation Program Secondary Highways (STPS), Control No. F100091 under the New Mexico Department of Transportation (NMDOT) for the East Aztec Arterial Phase 2, and

**WHEREAS,** receipt of the STPS Funds requires that the project must be dedicated and open for public use; and

**WHEREAS,** a portion of the area for the roadway facilities lies outside of the existing East Aztec Arterial Phase 2 right-of-way and there is the need to confirm that the roadway facility constructed under this project will be open for use by the public regardless of the location; and

**NOW THEREFORE BE IT RESOLVED;** that the Commission hereby confirms the City property upon which the East Aztec Arterial Phase 2 is constructed shall be dedicated for public use.

**PASSED, APPROVED AND ADOPTED this 25<sup>th</sup> day of July 2017.**

CITY OF AZTEC

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Mayor Sally Burbridge

ATTEST:

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Karla Saylor, City Clerk

# Staff Summary Report

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<b>MEETING DATE:</b>	July 25, 2017
<b>AGENDA ITEM:</b>	XI. Business Items (A)
<b>AGENDA TITLE:</b>	Intent to Adopt An Ordinance to Amend Chapter 26 with the Addition of Section 3-132 Shipping Cargo Containers

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<b>ACTION REQUESTED BY:</b>	Community Development
<b>ACTION REQUESTED:</b>	Approve Intent to Adopt An Ordinance to Amend Chapter 26 with the Addition of Section 3-132 Shipping Cargo Containers
<b>SUMMARY BY:</b>	Steven Saavedra

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## PROJECT DESCRIPTION / FACTS

An amendment to the City of Aztec Land Use Regulations establishing restrictions, standards and permit requirements for the use of shipping cargo containers in residential, commercial and industrial zones for storage.

A shipping cargo container is an industrial, reusable metal vessel that originally was designed for or used in the packing, shipping, movement, or transportation of goods by commercial trucks, trains, and ships. These standardized metal containers come in a variety of sizes and also are used as storage containers within commercial, industrial and residential zones. The establishment of restrictions and standards for cargo containers stems from the City's desire to address the appearance, location, and proper use of these containers, especially in residential areas. Building permits typically are not required for such containers, since these heavy metal structures meet the general intent of the building code.

Due to their large size, industrial nature and appearance, and general lack of proper maintenance, shipping cargo containers are not customary in residential areas. Community Development has developed limitations/restrictions on residential properties, and specific provisions for the placement of cargo containers on commercial and industrial properties. A permitting process also has been proposed to ensure the appropriate placement, use, and screening of the containers are provided and maintained.

The proposed ordinance would allow shipping cargo containers on industrial lots, such as the M1, M2, and PUD Districts provided they be screened from public view. Shipping cargo containers on commercial lots, such as C-1 and C-2 Districts would be limited to temporary storage purposes only to support seasonal events, provided they are located in a non-conspicuous area, entirely screened from public view, and do not adversely affect parking. The proposed ordinance would not allow shipping cargo containers to be located within a single-family district (R-1), multi-family district (R-2), Office Professional (O-1), and Mobile Home (MH) or RV parks since the smaller residential lots typically do not have enough land area to properly screen them and provide a buffer area from adjacent residences.

Shipping cargo containers would be allowed on A-1 agricultural lots only for storage purposes provided the lots are greater than one acre in size, and proper screening is provided. The total

amount of containers also is subject to the overall size of the property. One (1) shipping cargo container is allowed in the A-1 District. The total amount of containers is subject to the overall size of the property in applicable districts.

To place a cargo container on an industrial, commercial, or agricultural lot, the container must be entirely screened from view from and must maintain the setbacks for the primary structure to provide appropriate landscape buffer areas from surrounding properties. Cargo containers also would not be allowed to be significantly modified (such as adding doors, windows, and utilities) to ensure they are used for storage purposes only. Cargo containers would be allowed to be located on residential properties developed with non-residential uses that contain sports fields (such as schools) in addition to parks, and government facilities provided they be screened from view.

The issuance of a Storage Permit would be required to place a shipping cargo container on private property, and the owner would be required to submit the appropriate site plans, details regarding the container, and demonstrate the method of screening. Existing cargo containers that were lawfully permitted on private property, but not permitted by the provisions of this ordinance would be allowed to continue as a nonconforming use. Community Development feels the proposed ordinance addresses the appropriate use of and locations for the placement of shipping cargo containers in order to maintain the quality of life for Aztec residents, and meet the needs of commercial and industrial business owners.

## DEFINITIONS

### **Shipping Cargo Container**

An intermodal container is a large standardized shipping container, designed and built for intermodal freight transport.

A-1: AGRICULTURAL OR RURAL DISTRICT.  
R-1: SINGLE FAMILY DWELLING DISTRICT  
R-2: MULTIPLE-FAMILY DWELLING DISTRICT  
MH : MOBILE HOME DISTRICT

O-1: OFFICE AND INSTITUTIONAL DISTRICT  
C-1: LIMITED RETAIL/NEIGHBORHOOD COMMERCIAL DISTRICT  
C-2: GENERAL COMMERCIAL AND WHOLESALE DISTRICT

M1: LIGHT MANUFACTURING DISTRICT  
M2: HEAVY MANUFACTURING DISTRICT  
PUD: PLANNED UNIT DEVELOPMENT DISTRICT

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### **SUPPORT DOCUMENTS:**

- Photos of Shipping Cargo Containers
- Chapter 26 Land Use Requirements

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Intent to Adopt An Ordinance to Amend Chapter 26 with the Addition of Section 3-132 Shipping Cargo Containers

**City of Aztec**  
**ORDINANCE 2017- 461**

An Ordinance to Amend Chapter 26 with the Addition of  
Section 3-132 Shipping Cargo Containers

**WHEREAS**, the City of Aztec of establishing restrictions, standards and permit requirements for the use of shipping cargo containers in residential, commercial and industrial zones for storage purposes.

**WHEREAS**, the City has amended the Accessory Structures requirements to provide policies and procedures to guide the City's desire to address the appearance, location, and proper use of these Shipping Cargo Containers.

**NOW THEREFORE BE IT ORDAINED** by the Governing Body of the City of Aztec, New Mexico that Chapter 26 Land Use Regulations be amended as follows with the addition of Section 26-3-132 Shipping Cargo Containers.

**PASSED, APPROVED, SIGNED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2017.

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

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

ATTEST:

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

APPROVE AS TO FORM:

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

ADVERTISED DATE OF FINAL ADOPTION: \_\_\_\_\_

EFFECTIVE DATE OF ORDINANCE: \_\_\_\_\_

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## ARTICLE III. SUPPLEMENTARY REGULATIONS

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### DIVISION 1. ACCESSORY STRUCTURES

#### Sec. 26-3-131. Requirements.

Unless approved under a Site Development Plan or Planned Unit Development, the following is required and overrides any previous restrictions:

1. An accessory structure shall not be located in the front yard of a lot where the principal use of the lot is for dwelling or residence. The accessory building shall be located in the side or rear yards.
2. An accessory structure shall not occupy over twenty-five percent (25%) of the combined side and rear yard footage.
3. An accessory structure which does not contain living quarters may be located no closer than three (3) feet from the side or rear lot line.
4. An accessory structure must be at least ten (10) feet from a dwelling or accessory living quarters.
5. An accessory structure which does not contain living quarters may be closer than ten feet to another accessory structure that does not contain living quarters so long as there is a five (5) feet between the accessory structures.
6. An accessory structure may be connected to the principal building with a roof, provided that at least two (2) sides of the connecting structure are not enclosed with a material other than that necessary for roof supports. The roof of the accessory structure shall be located at least three (3) feet from the side lot lines.
7. No accessory structure may extend across the width of the yard unless a passage of at least five (5) feet is provided at some point along the width.
8. Accessory swimming pools may occupy any part of the yard, provided they are not closer than five (5) feet to a lot line or building and provided they are surrounded by a duly approved wall or fence at least six (6) feet high.  
(Code 2007, 26-131)

#### Sec. 26-3-132. Shipping Cargo Containers.

1. Definition. Shipping cargo containers, defined as intermodal container is a large standardized shipping container, designed and built for intermodal freight transport. These containers are often used as storage units.
2. Districts Permissible. Cargo containers are allowed in industrial areas, such as the M1 & M2 District provided they are screened. Cargo containers on commercial lots, such as C-1 and C-2 Districts would be limited to temporary storage purposes only to support seasonal events, provided they are located in a non-conspicuous area, entirely screened from public

view, and do not adversely affect parking.

The total number of containers permitted are subject to the overall size of the property in applicable districts.

To place a cargo container on an industrial, commercial, or agricultural lot, the container must be entirely screened from view from and must maintain the setbacks for the primary structure to provide appropriate landscape buffer areas from surrounding properties. Cargo containers also would not be allowed to be significantly modified (such as adding doors, windows, and utilities) to ensure they are used for storage purposes only. Cargo containers would be allowed to be located on residential properties developed with non-residential uses that contain sports fields (such as schools) in addition to parks, and government facilities provided they be screened from view.

3. Districts Prohibited. Cargo containers are prohibited on residential lots, such as (R-1), (R-2), (MH), and (O-1). Cargo containers are allowed on agricultural lots (A-1) provided the lots are greater than one acre in size, and proper screening is provided.
4. Permit Process. The issuance of a Storage Permit is required to place a shipping cargo container. The applicant is required to submit the appropriate site plans, details regarding the container, and demonstrate the method of screening.
5. Conformance. Existing cargo containers prior to August 15, 2017 that were lawfully permitted on private property, would be allowed to continue as a nonconforming use

**Secs. 26-3-133 to 26-3-140. Reserved.**



SHIPPING CONTAINERS  
FOR SALE OR LEASE  
307-316-3999  
DELIVERY AVAILABLE



# Staff Summary Report

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<b>MEETING DATE:</b>	July 25, 2017
<b>AGENDA ITEM:</b>	XI. BUSINESS ITEM (B)
<b>AGENDA TITLE:</b>	Resolution 2017-1057 FY18 Annual Budget Adoption
<b>ACTION REQUESTED BY:</b>	Finance Department
<b>ACTION REQUESTED:</b>	Approval of Resolution 2017-1057 FY18 Annual Budget
<b>SUMMARY BY:</b>	Kathy Lamb

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

- Resolution 2017-1057 adopts the fiscal year 2017-2018 budget for the City of Aztec. The State Division of Local Government has granted interim approval of the City's preliminary budget on June 7, 2017. Following approval by the City Commission of the annual budget, the final budget documents will be submitted to the local government division. The city budget is to be submitted for final approval by July 31, 2017.
- The Commission provided preliminary approval to the budget during the May 23, 2017 meeting following workshops on May 9, May 17 and May 23, 2017.

### REVENUES (significant adjustments, not all adjustments)

General Fund: \$140,616 – Combination of insurance recoveries (Hub roof) and balance of State grant revenues specific to Senior Center

Municipal Road Fund \$516,116 – Adjust balance of state appropriations available for arterial phase 2

Capital Projects: \$319,900 federal funding for N Main project

Joint Utility O&M: \$83,446 combination of decrease revenue from projected rate increases (July 2017 implementation to January 2018) + grant/loan proceeds re-appropriation to close out sewer project and complete Western Drive.

### EXPENDITURES (significant adjustments, not all adjustments)

General Fund: \$314,895 – primarily re-appropriation of FY17 budgets where purchases/services were not complete as of June 30, 2017 and grant funded projects not completed. Grant projects include re-appropriation of grant revenues.

Municipal Road Fund: \$1,321,424 – increase arterial phase 2 construction to available funding (construction will cross FY18 & FY19, balance of project is budgeted in FY19)

State Fire Fund: \$89,133 – re-appropriate FY17 funds where purchases not completed by June 30, 2017.

Capital Projects Fund \$756,500 – re-appropriate FY17 funds for N Main Project

Joint Utility O& M: \$1,841,209 – re-appropriate funds for professional services and capital projects. Projects include Western Drive & sewer project completion; Arterial waterline and wastewater infrastructure (phased construction possible); N Main electric, water, wastewater infrastructure (phased construction); Ash St development electric and water extensions (as per development agreement with O’Reilly’s); electric AMR meters (phase 2).

Irrigation Fund: \$13,000 – 604 Lots water assessment (billing process to property owners under development).

- LTAB (Lodgers Tax Board) met on July 17, 2017 and approved the final budget for the Lodgers Tax Fund. There were no changes from the preliminary budget submitted in May 2017. Due to the local economy, the board will continue to review lodgers tax revenues and may request city staff to reduce expenditures as the fiscal year progresses.
- From preliminary budget approval to the proposed final budget, adjustments have been required in multiple funds for both revenue and expenditure accounts.
  - Total increase to revenue, all funds: \$1,065,400
  - Total increase to expenditures, all funds: \$4,295,898

<b>FISCAL INPUT</b> (If applicable, Finance Department)
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Total budgeted revenues	\$22,801,503
Total budgeted expenditures	\$31,062,683
Total transfers between funds	\$ 2,162,500

The difference between budgeted revenues and budgeted expenditures is \$8,261,180 requiring the use of cash reserves, primarily in General Fund, State Fire Fund, Capital Project Fund and Joint Utility.

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**SUPPORT DOCUMENTS:**

Resolution 2017-1057 including Exhibit A Budget Recap (to be provided prior to July 25, 2017 meeting)

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**DEPARTMENT’S RECOMMENDED MOTION:** Move and Second Approval of Resolution 2017-1057 FY18 Annual Budget Adoption

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**Resolution 2017-1057**  
**State Of New Mexico, City Of Aztec**  
**2017-2018 BUDGET ADOPTION, 104th FISCAL YEAR**

**WHEREAS,** the Governing body in and for the City of Aztec, State of New Mexico has developed a budget for fiscal year 2017-2018, and

**WHEREAS,** said budget was developed on the basis of need and through cooperation with all departments, elected officials and other department supervisors; and

**WHEREAS,** public workshops meeting for the review of the annual budget were duly advertised and held on May 9, May 17 and May 23, 2017. Preliminary approval of the budget was provided on May 23, 2017. The adoption of the final budget was posted and included on the July 25, 2017 Commission Meeting Agenda as required by the State Open Meetings Act; and

**WHEREAS,** it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for fiscal year 2017-2018 and the 2017-2018 Municipality Recap is attached hereto as EXHIBIT "A".

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body of the City of Aztec, State of New Mexico, hereby adopts the budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance of Administration.

**RESOLVED:** In session this 25<sup>th</sup> day of July, 2017.

**MUNICIPAL GOVERNING BOARD**  
**AZTEC, NEW MEXICO**

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

\_\_\_\_\_  
Mayor Pro-Tem Sherri A. Sipe

\_\_\_\_\_  
Commissioner Katee McClure

\_\_\_\_\_  
Commissioner Austin R. Randall

\_\_\_\_\_  
Commissioner Sheri L. Rogers

ATTEST:

\_\_\_\_\_  
Karla Sayler, CMC

New Mexico Department of Finance and Administration

Local Government Division

Budget Request Recapitulation

MUNICIPALITY:  
CITY OF AZTEC

Fiscal Year 2017-2018

ROUNDED TO NEAREST DOLLAR

FUND TITLE	FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @JULY 1	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
GENERAL FUND - Operating (GF)	101	\$711,250	\$2,087,991	5,272,012	600,000	7,236,647	\$1,434,606	603,054	\$831,552
CORRECTION	201	\$3,670	\$10,367	65,000	20,000	85,000	\$14,037		\$14,037
ENVIRONMENTAL GRT	202	\$0	\$0	0	0	0	\$0		\$0
EMS	206	\$0	\$0	0	0	0	\$0		\$0
ENHANCED 911	207	\$0	\$0	0	0	0	\$0		\$0
FIRE PROTECTION FUND	209	\$28,535	\$80,609	154,769	0	243,904	\$20,009		\$20,009
LEPF	211	\$322	\$909	27,800	0	27,800	\$1,231		\$1,231
LODGERS' TAX	214	\$15,433	\$43,595	35,100	0	70,000	\$24,128		\$24,128
MUNICIPAL STREET	216	\$211,282	\$596,856	6,018,966	0	6,526,924	\$300,180		\$300,180
RECREATION	217	\$72	\$202	0	0	0	\$274		\$274
INTERGOVERNMENTAL GRANTS	218	\$0	\$0	0	0	0	\$0		\$0
SENIOR CITIZEN	219	\$0	\$0	0	0	0	\$0		\$0
DWI PROGRAM	223	\$0	\$0	0	0	0	\$0		\$0
OTHER	299	\$72	\$0	266,600	25,500	270,950	\$21,222		\$21,222
CAPITAL PROJECT FUNDS	300	\$637,543	\$323,273	723,461	4,500	1,113,500	\$575,277		\$575,277
G. O. BONDS	401	\$0	\$0	0	0	0	\$0		\$0
REVENUE BONDS	402	\$0	\$0	0	0	0	\$0		\$0
DEBT SERVICE OTHER	403	\$0	\$0	0	0	0	\$0		\$0
ENTERPRISE FUNDS	500								
Water Fund		\$0	\$0	0	0	0	\$0		\$0
Solid Waste		\$24,102	\$68,086	746,066	0	793,220	\$45,034		\$45,034
Waste Water		\$0	\$0	0	0	0	\$0		\$0
Airport		\$0	\$0	0	0	0	\$0		\$0
Ambulance		\$0	\$0	0	0	0	\$0		\$0
Cemetery		\$0	\$0	0	0	0	\$0		\$0
Housing		\$0	\$0	0	0	0	\$0		\$0
Parking		\$0	\$0	0	0	0	\$0		\$0
JOINT UTILITY FUND (EL, WA, WW)		\$1,120,399	\$10,922,438	9,491,579	(650,000)	14,656,173	\$6,228,243		\$6,228,243
IRRIGATION FUND		\$24,847	\$70,190	150	0	38,565	\$56,622		\$56,622
MUNICIPAL GOLF COURSE FUND		\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
INTERNAL SERVICE FUNDS	600	\$0	\$0	0	0	0	\$0		\$0
TRUST AND AGENCY FUNDS	700	\$0	\$0	0	0	0	\$0		\$0
<b>Grand Total</b>		<b>\$2,777,527</b>	<b>\$14,204,516</b>	<b>\$22,801,503</b>	<b>\$0</b>	<b>\$31,062,683</b>	<b>\$8,720,863</b>	<b>\$603,054</b>	<b>\$8,117,809</b>

# Staff Summary Report

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**MEETING DATE:** July 25, 2017  
**AGENDA ITEM:** XI. BUSINESS ITEMS (C)  
**AGENDA TITLE:** FY18 Funding Applications

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**ACTION REQUESTED BY:** Funding Applicants  
**ACTION REQUESTED:** Direction to Level of Funding for Each Application  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- The FY18 Adopted Budget (Business Item B) includes \$40,000 which may be appropriated at the discretion of the City Commission.
- Three applications were received:

	Minimum	Maximum
○ Aztec Ruins National Monument Lecture Series	\$ 340	\$ 680
• Aztec Boys and Girls Club After School, Summer Camp	\$25,000	\$25,000
• Aztec Museum Museum Director	\$ not identified	\$50,000
- Full applications were included in the budget books provided to Commission.
- Each of the organizations which submitted applications have received funding through this process in previous fiscal years. Both the Aztec Ruins and Aztec Boys & Girls Club have received funds for several years through this process. FY17 was the first year the Aztec Museum requested funding in recent years and commission approved partial funding.

○ Aztec Ruins	\$ 680 in FY17
○ Aztec Boys & Girls Club	\$20,000 in FY17
○ Aztec Museum	\$10,000 in FY17
Total	\$30,680
- Commission will need to identify level of funding approved for each application in the motion.

## PROCUREMENT / PURCHASING (if applicable)

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- FY18 Adopted Budget includes \$40,000 specific for community funding requests during the course of the fiscal year.

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**SUPPORT DOCUMENTS:** Funding Applications (first page of each)

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve funding to Aztec Ruins in the amount of \$\_\_\_\_\_ ; Aztec Boys & Girls Club in the amount of \$\_\_\_\_\_ ; and Aztec Museum in the amount of \$\_\_\_\_\_ .

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**CITY OF AZTEC**  
**REQUEST FOR FUNDING APPLICATION**  
**FISCAL YEAR 2017**

Today's Date: April 29, 2017

**FUNDING APPLICATIONS DUE:**  
**APRIL 30, 2017 6PM**

Organization Name: **Aztec Ruins National Monument**

Name of Project/Program/Event: **Aztec Ruins Lecture Series and Centennial Cultural Arts Program**

What City Commission Goal(s) would this funding address: (Check all that apply)	<input type="checkbox"/> Safe, Clean, Livable Community	<input type="checkbox"/> Cost Effective Public Services	<input checked="" type="checkbox"/> Economic Development
<input type="checkbox"/> Financial Stability of Public Funds	<input checked="" type="checkbox"/> Local / Regional Partnerships	<input type="checkbox"/> Environmental Practices	<input checked="" type="checkbox"/> Enhance Quality of Life
			<input checked="" type="checkbox"/> Citizen Involvement

**FUNDING REQUEST INFORMATION**

**Describe the need for the funding:**

This funding is requested to sponsor the annual lectures series and Centennial presentations at Aztec Ruins National Monument throughout this year (inclusive through June 2017). This National Park Service Centennial year will not only host several scholars traveling to Aztec Ruins to present the park's annual lectures but will also expand to engage visitors as special educational events during weekend and daytime hours. It is necessary to assist with lodging during presenters' visits to facilitate their participation. This grant will allow the Monument to pay for lodging and will enable the park to continue to invite the highly esteemed speakers as it has in the past and to provide lodging as the park expands the program to offer daytime family-friendly presentations. Aztec Ruins has partnered in the past with Microtel to assist with accommodations for the guest speakers at a reduced rate of \$68 per room per night. City funding for the lecture series and cultural programs will ensure that we can bring in speakers and provide events to complement community events and attract tourism to the City of Aztec. This year the park's goal is to focus on monument themes that will also include those beneficial to the city. We have offered a special burro-packing presentation by the Apatzaco Packers during the National Parks Week Centennial kickoff that focuses on the park's interpretive Old Spanish Trail to complement the ATTC trail through and to downtown Aztec. The April 28th, American Indian Cultural Arts Festival also provided local artists a venue to demonstrate their art while enjoying local and non-local cuisine in the vicinity and history of Aztec Ruins and the City of Aztec. Office

**Describe how funding would be utilized:**

The funding will be used to pay for the funding of ten speakers or demonstrators at local lodging for one night each over the course of the City's fiscal year.

**Location of project site (maps may be attached):**

Lectures will be held primarily in the video room at Aztec Ruins National Monument. Demonstrations and special events will be held in the picnic area of the Monument. Other lectures could be held as partnerships at the public library or Aztec Museum.

**How will success of the project be measured?**

Lecture and event attendance as well as enjoyment and education of the attendees. Our goal is 30+ people per lecture and an increase or attendance of 50% regular visitation for special events. Positive feedback during and after the event is also a benchmark.

Total Amount Requested: <b>\$680</b>	Minimum Amount : <b>\$340</b>	Date Funding Required: <b>July 1, 2017</b>
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Can project be phased? If so, describe the phases including timelines.

PROJECT TYPE	START	END	AMOUNT REQUESTED	MATCHING FUNDS	TOTAL PROJECT BUDGET
Construction/Renovation					
Design/Engineering					
Equipment					
Vehicle					
Special Program or Event – attach detailed description, budget and marketing materials/brochures for program or event	7/1/2016	6/30/2017	6/30/2017	6/30/2017	6/30/2017
<b>Totals</b>					

**ORGANIZATION INFORMATION**

Organization Legal Name: Aztec Ruins National Monument	Website: <b>www.nps.gov/azru</b>		
Organization Main Address: <b>725 Ruins Road</b>	City: <b>Aztec</b>	State: <b>NM</b>	ZIP Code: <b>87410</b>
Organization Mailing Address: same as above	City:	State:	ZIP Code:

**CITY OF AZTEC**  
**REQUEST FOR FUNDING APPLICATION**  
**FISCAL YEAR 2017**

Today's Date: **May 8, 2017**

**FUNDING APPLICATIONS DUE:**  
**May 19, 2017 6PM**

Organization Name: **Aztec Boys & Girls Club**

Name of Project/Program/Event: After-School and Summer Youth Programs

What City Commission Goal(s) would this funding address: (Check all that apply)

Safe, Clean, Livable Community

Cost Effective Public Services

Economic Development

Financial Stability of Public Funds

Local / Regional Partnerships

Environmental Practices

Enhance Quality of Life

Citizen Involvement

**FUNDING REQUEST INFORMATION**

Describe the need for the funding: *Aztec Boys & Girls Club (ABGC) provides a safe place for youth to be after school and during the Summer months, with activities designed to support educational growth, physical health and the formation of values to become a good citizen. With more than 70% of members qualifying for increased support, these programs serve many children and families with no other resources.*

Describe how funding would be utilized: *Funding would support the activities, including staffing and program materials, and operations of after-school programs throughout the school year, as well as 10 weeks of summer camp. Our programs focus on Summer learning retention, as well as enrichment, health and good citizenship. With actual program costs of over \$800 per member. Our fees and registration only are a fraction of those costs and provide a significant value to the community. Additional funding requests for Teen Center repairs are being delayed to a more advantageous fiscal cycle.*

Location of project site (maps may be attached):

*ABGC Main Club at 311 S. Ash Street and the Teen Center at 107 Simonds.*

How will success of the project be measured? *Project success is measured in a number of ways, including bi-annual reports filed with San Juan United Way (another local funder), Annual Report filed every February with Boys & Girls Clubs of America (BGCA), annual Independent Financial Audits (provided) and annual Financial Report through BGCA, as well as an annual survey of our members through BGCA, as well as pre/post testing done in some programs. We are happy to share any report or program rubric and results with the City of Aztec.*

Total Amount Requested:  
**\$25,000**

Minimum Amount :  
**\$25,000**

Date Funding Required:  
**July 15, 2017**

Can project be phased? If so, describe the phases including timelines. *Programs are ongoing through the year. Funding up front is preferred to meet "low" fundraising/grant support period in late Summer/early Autumn, but could be quarterly invoiced, if this would allow for full-funding of programs at total amount requested.*

PROJECT TYPE	START	END	AMOUNT REQUESTED	MATCHING FUNDS	TOTAL PROJECT BUDGET
Construction/Renovation					
Design/Engineering					
Equipment					
Vehicle					
Special Program or Event - attach detailed description, budget and marketing materials/brochures for program or event	July 1, 2017	June 30, 2018	\$25,000	\$295,000	\$320,000
<b>Totals</b>			<b>\$25,000</b>	<b>\$295,000</b>	<b>\$320,000</b>

**ORGANIZATION INFORMATION**

Organization Legal Name:  
*Aztec Boys & Girls Club*

Website:  
*www.aztecbg-club.com*

Organization Main Address:  
*311 S. Ash Street*

City: *Aztec*

State: *NM*

ZIP Code: *87410*

Org Mailing Address: *PO Box 488*

City: *Aztec*

State: *NM*

ZIP Code: *87410*

**CITY OF AZTEC  
REQUEST FOR FUNDING APPLICATION  
FISCAL YEAR 2017**

Today's Date: April 30, 2017 **FUNDING APPLICATIONS DUE:  
APRIL 30, 2016 6PM**

Organization Name: Aztec Museum Association

Name of Project/Program/Event: Support for position of fulltime director for The Aztec Museum and Pioneer Village

What City Commission Goal(s) would this funding address: (Check all that apply)

<input type="checkbox"/> Financial Stability of Public Funds	<input type="checkbox"/> Local / Regional Partnerships	<input type="checkbox"/> Safe, Clean, Livable Community	<input type="checkbox"/> Environmental Practices	<input checked="" type="checkbox"/> Cost Effective Public Services	<input checked="" type="checkbox"/> Economic Development
				<input checked="" type="checkbox"/> Enhance Quality of Life	<input checked="" type="checkbox"/> Citizen Involvement

**FUNDING REQUEST INFORMATION**

Describe the need for the funding:  
See attached documents

Describe how funding would be utilized:  
See attached budget for hiring an executive director.

Location of project site (maps may be attached):  
Aztec Museum and Pioneer Village  
125 North Main Street Aztec

How will success of the project be measured?  
Annual written and video presentation given To The Aztec City Comm.

Total Amount Requested: \$50,000      Minimum Amount: while complete funding is needed, partial funding would help.      Date Funding Required: By August 1, 2017

Can project be phased? If so, describe the phases including timelines.  
Funding could be spread out Throughout The year, perhaps by quarter if necessary.

PROJECT TYPE	START	END	AMOUNT REQUESTED	MATCHING FUNDS	TOTAL PROJECT BUDGET
Construction/Renovation					
Design/Engineering					
Equipment					
Vehicle					
Special Program or Event - attach detailed description, budget and marketing materials/brochures for program or event	<u>Hiring of a full-time Museum director by August, 2017</u>		<u>\$50,000</u>	<u>Aztec Museum Association will match City of Aztec funding To The limits of our financial resources. See report by Bryan Hegarty (Attached)</u>	
<b>Totals</b>			<u>\$50,000</u>		

**ORGANIZATION INFORMATION**

Organization Legal Name: Aztec Museum Association      Website:

Organization Main Address: 125 North Main St.      City: Aztec      State: NM      ZIP Code: 87410

Organization Mailing Address: 125 North Main St      City: Aztec      State: NM      ZIP Code: 87410

# Staff Summary Report

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**MEETING DATE:** 25 July 2017

**AGENDA ITEM:** **XI. BUSINESS ITEM (D)**

**AGENDA TITLE:** Resolution 2017-1054 Travel Policy

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**ACTION REQUESTED BY:** Joshua W. Ray, City Manager

**ACTION REQUESTED:** Approval of Resolution 2017-1054 Travel Policy

**SUMMARY BY:** Joshua W. Ray, City Manager

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

Administrative Regulation 2012-034 Travel Policy for City Employees and Public Officers states the following:

### *1.1 Purpose*

*The purpose of this administrative regulation is to establish the rules and procedures governing travel expenditures of salaried and non-salaried employees and public officers of the City of Aztec when on official travel for the City and to be in compliance with NMSA 1978, Section 10-8-1 to 10-8-8 and 2.42.2 NMAC.*

### *3.2 Pre-Approval of Travel*

*In accordance with City Resolution 2003-603, all travel requests must be pre-approved by the City Commission. The City Manager may approve travel requests which are not pre-approved and shall report authorized travel at next Commission meeting.*

Resolution 2003-603 states:

*WHEREAS, the City Commission shall pre-approve travels request at regularly schedule or special Commission meetings;*

I am recommending adopting a resolution and amending the AR for travel. The travel budget is approved annually by Commission with the review and adoption of the annual budget. The necessity to present travel at Commission meetings is redundant.

I am including the existing AR for travel in your agenda packet as well as the existing resolution. This agenda item recommends adoption of a new resolution to change the requirement for Commission approval before travel occurs.

Here are the travel and trainings numbers for the past 5 years, represented by % of budgeted amounts:

2013  
67%

2014  
60%

2015  
60%

2016  
46%

2017  
51%

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**SUPPORT DOCUMENTS:**

Administrative Regulation 2012-034  
Resolution 2003-603  
Resolution 2017-1054

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2017-1054  
Travel Policy

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**RESOLUTION 2017-1054**

**AMENDMENT OF RESOLUTION 2003-603  
MILEAGE AND PER DIEM FOR CITY TRAVEL  
(Mileage and Per Diem Act)**

**WHEREAS**, it is the intent of the City of Aztec to maintain a policy for travel expenses outside of San Juan County for any employee, commissioner or a representative of the City who is engaged in business, training, meetings, or travel related to the operations of the City; and

**WHEREAS**, the City shall follow, but not exceed, the State Per Diem and Mileage Act pursuant to authority granted in the NMSA 1978, 10-8-1 et.seq. Laws 2003, Chapter 215, DFA Rule 2.42.2; and

**WHEREAS**, the City Commission shall approve travel through the approval of the annual City budget adoption process; and

**WHEREAS**, the City Manager shall pre-approve travel request for employees or representatives of the City who need to travel outside of the County.

**NOW, THEREFORE**, be it resolved by the governing body of the City of Aztec that the travel policy attached hereto shall govern all travel requests for expenses incurred outside of San Juan County and may be modified as the State Per Diem Act is amended.

PASS, APPROVED, and ADOPTED this 25th day of July, 2017.

\_\_\_\_\_  
Sally A. Burbridge, Mayor

ATTEST:

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