

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
September 26, 2017
201 W. Chaco, City Hall
5:15 p.m.

5:15-6:00

City Code-Nuisances

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

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

Staff Summary Report

MEETING DATE:	September 26, 2017
AGENDA ITEM:	WORKSHOP
AGENDA TITLE:	Review of COA 14-3-7 Storage on Private Property

ACTION REQUESTED BY:	Aztec's City Commission
ACTION REQUESTED:	Aztec's City Commission
SUMMARY BY:	Steven M. Saavedra, Community Development Director

PROJECT DESCRIPTION / FACTS

The City of Aztec is seeking to review and possibly amend Aztec's City Code Chapter 14-3-7 Nuisance Code.

SUPPORT DOCUMENTS:	<ul style="list-style-type: none">• Aztec City Code Chapter 14 Nuisances
---------------------------	--

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
September 26, 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. PROCLAMATION**

Manufactures Week

- IX. CONSENT AGENDA**

- A. Commission Meeting Minutes, September 12, 2017
- B. Finance Department Records Destruction
- C. Red Apple Transit Agreement
- D. Contract for Library Services
- E. Agreement for Senior Citizen Services
- F. Bid 2017-606 Western Dr. Reconstruction Paving Phase Change Order #1
- G. Resolution 2017-1062 Surplus
- H. FastTrack Communications Inc Franchise Agreement
- I. FastTrack Joint Use Pole Attachment License Agreement

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

- X. ITEMS FROM CONSENT AGENDA**

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

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

XI. CITIZENS INPUT (3 Minutes Maximum)

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

XII. BUSINESS ITEMS

A. Intent to Adopt Ordinance 2017-466 Amending Chapter 17, Section 17-1 Personnel Policy

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XV. ADJOURNMENT

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 September 12, 2017
4

5 **I. CALL TO ORDER**

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

9 **II. INVOCATION**

10 The Invocation was lead by Commissioner Austin Randall
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Commissioner Sheri Rogers
15
16

17 **IV. ROLL CALL**

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

23
24 Members Absent: Mayor Sally Burbridge;
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 **V. AGENDA APPROVAL**

31
32 MOVED by Commissioner Rogers, SECONDED by Commissioner Randall to
33 Approve the Agenda as Presented
34

35 All Voted Aye; Motion Passed Four to Zero
36

37 **VI. CITIZEN RECOGNITION**

38
39 Josh presented and thanked Alexis Chester with a plaque for outstanding
40 Volunteer for the Aztec Animal Shelter.
41

42 **VII. EMPLOYEE RECOGNITION**

43
44 Chief Mike Heal recognized Officer Jerry Blake as new Sergeant for Aztec Police
45 Department. Chief Heal mentioned that he was promoted to Sergeant on September 10,

46 2017. Sergeant Blake introduced his family and his wife Robin, who then pinned the new
47 Sergeant badges on him.

48

49 **VIII. Proclamation**

50

51 Constitution Week

52

53 Mayor Pro-Tem read the proclamation for Constitution Week which is
54 September 17-23, 2017.

55

56 **IX. CONSENT AGENDA**

57

58 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
59 Approve the Consent Agenda

60

- 61 A. Commission Meeting Minutes, August 22, 2017
- 62 B. Volunteer Firefighters Annual Reporting Form
- 63 C. Resolution 2017-1060 Surplus
- 64 D. Resolution 2017-1061 Adopting the 2019-2023 Infrastructure Capital
65 Improvement Plan (ICIP) for the City of Aztec Senior Center
- 66 E. Airport Maintenance Grant

67

68

69 All Voted Aye: Motion Passed Four to Zero

70

71

72 **X. ITEMS FROM CONSENT AGENDA**

73

74 None

75

76 **XI. CITIZENS INPUT**

77

78 None

79

80 **XII. BUSINESS ITEMS**

81

82 A. Final Adoption of Ordinance 2017-462 Amending Chapter 16, Division 3
83 Section 16-181 Electric Rates

84

85 Josh mentioned that the business items tonight relate back to the utility rate
86 increase ordinances and that they are the final adoptions. He mentioned that there have
87 been no comments from the public on any of the ordinances. The effective date for will
88 be 10/1/17 for all utility rate ordinances on agenda tonight.

89 MOVED by Commissioner Rogers, Seconded by Commissioner Randall to
90 Approve Final Adoption of Ordinance 2017-462 Amending Chapter 16, Division 3
91 Section 16-181 Electric Rates
92

93 A Roll Call Was Taken: All Voted Aye; Motion Passed Four to Zero

94 B. Final Adoption of Ordinance 2017-463 Amending Chapter 16, Division 3,
95 Section 16-201 Water Rates
96

97 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
98 Approve Final Adoption of Ordinance 2017-463 Amending Chapter 16, Division 3,
99 Section 16-201 Water Rates
100

101 A Roll Call Was Taken: All Voted Aye; Motion Passed Four to Zero
102

103 C. Final Adoption of Ordinance 2017-464 Amending Chapter 16, Division 3,
104 Section 16-191 WasteWater Rates
105

106 MOVED by Commissioner McClure, SECONDED by Commissioner Rogers To
107 Approve Final Adoption of Ordinance 2017-464 Amending Chapter 16, Division 3,
108 Section 16-191 WasteWater Rates
109

110 A Roll Call Was Taken: All Voted Aye; Motion Passed Four to Zero
111

112 D. Final Adoption of 2017-465 Amending Chapter 16, Division 3, Section 16-211
113 Solid Waste Rates
114

115 MOVED by Commissioner Randall, SECONDED by Commissioner McClure To
116 Approve Final Adoption of 2017-465 Amending Chapter 16, Division 3, Section 16-211
117 Solid Waste Rates
118

119 A Roll Call Was Taken: All Voted Aye; Motion Passed Four to Zero

120 E. Intent to Adopt Ordinance 2017-467 Amending Chapter 5, Article VI, Section
121 433 Animal Defecation; Cleanup
122

123 Josh mentioned that this is a clarification from a request that we received within
124 the community. Community Development and Animal Shelter added language in staff
125 summary to clarify the ordinance. He mentioned that City Attorney has reviewed this
126 item and has approved the language has been provided. He mentioned that the change
127 goes to private property that the owners need to be responsible and clean and dispose
128 of animal waste so that a nuisance is not being created.

Staff Summary Report

MEETING DATE: September 26, 2017
AGENDA ITEM: IX. CONSENT AGENDA (B)
AGENDA TITLE: Finance Department Record Destruction

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval of Finance Department Record Destruction
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Commission approved Resolution 2008-776 “Approving and Establishing a Records Management Program” for the City of Aztec on October 21, 2009.
- Prior to the final destruction of any city document, Commission approval must be obtained.
- If approval is obtained the documents will be shredded. The Destruction Form will be signed and held by the City Clerk.
- Destruction of Finance Department records (information only – does not require City Commission approval, Resolution 2010-850 Authorizing Destruction of Hard Copy Records Once Digitally Archived, November 23, 2010):
 - June 2014 – March 2017 General Ledger Reports – data exists electronically allowing reports to be generated as needed; old reports to be destroyed
 - FY2012 (July 2011 – June 2012) Bank Statements and Reconciliations – records have been scanned and electronic records will be retained. Paper documents to be destroyed.

FISCAL INPUT

- Due to the volume of paper to be destroyed, the Finance Department will contact a firm specializing in document destruction. Funds were included in the FY18 Finance Department budget specific to this purpose.

SUPPORT DOCUMENTS: None

DEPARTMENT’S RECOMMENDED MOTION: Move to Approve the Destruction of Finance Department Records

Staff Summary Report

MEETING DATE:	September 26, 2017
AGENDA ITEM:	IX. CONSENT AGENDA (C)
AGENDA TITLE:	Red Apple Transit Agreement

ACTION REQUESTED BY:	City Manager's Office
ACTION REQUESTED:	Approval of Red Apple Transit Agreement
SUMMARY BY:	Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

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

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

The agreement shall be valid until September, 20, 2018.

The City of Aztec will pay the City of Farmington \$19,750.00 for the annual contract. The payments will be made on a quarterly basis in the amount of \$4,937.50.

SUPPORT DOCUMENTS:	Red Apple Transit Agreement
---------------------------	-----------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Red Apple Transit Agreement
---	---



**RED APPLE TRANSIT AGREEMENT
FARMINGTON – AZTEC**

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

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

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

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

1. Services. The City shall provide Red Apple Transit service routes in Aztec. Stops include: all city limit stops entering the city (from direction of Farmington to Aztec) towards the Micro-tel Inn and Suites, Main Street and exiting the city towards Farmington. Services are provided Monday through Friday from 6:25 am until 6:33 pm in the form of five bus runs and Saturday from 6:25 am until 6:33 pm in the form of three bus runs. Buses will not run on holidays: President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day.
2. Effective Date and Term. This Agreement shall be effective October 1, 2017 and shall terminate on September 30, 2018.
3. Compensation. The compensation includes a Base Line Cost to operate a bus on a run (maintenance, fuel consumption, driver wages, etc.), the costs associated for each mile, and the amount of daily runs to the furthest bus stop distance (costs are not determined on number of bus stops). Aztec will compensate Farmington for the services rendered in the annual amount of Nineteen thousand seven hundred fifty dollars and 00/100 (\$19,750.00), payable in quarterly payments of Four thousand nine hundred thirty seven dollars and 50/100 (\$4,937.50).
4. Purpose/Non-Discrimination. Farmington agrees to expend said funds to provide the services described herein and for no other purpose. Farmington further agrees that it shall not discriminate in the provision of services hereunder on the basis of race, creed, national origin, age, sex, or religion.



CITY OF FARMINGTON

101 N. Browning Pkwy.
Farmington, NM 87401-2663
Phone: (505) 599-8221
Fax: (505) 599-8219
Email: amontoya@fmrn.org

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

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

The parties hereto have executed this Agreement this _____ day of _____, 2017.

CITY OF FARMINGTON

CITY OF AZTEC

By Robert Mayes
Robert Mayes
City Manager

By _____
Joshua Ray
City Manager

Date: 9-8-17

Date: _____

Approved as to Form:
Legal Department
By _____
Date _____

Staff Summary Report

MEETING DATE:	September 26, 2017
AGENDA ITEM:	IX. CONSENT AGENDA (D)
AGENDA TITLE:	Library Services Agreement with San Juan County

ACTION REQUESTED BY:	City Manager's Office
ACTION REQUESTED:	Approval of Library Services Agreement with San Juan County
SUMMARY BY:	Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

San Juan County has submitted their contract for library services to the City for FY18. The County appropriates funds to our City for library services based on the premise that the City will provide the same level of services to County residents as we do to City residents.

SUPPORT DOCUMENTS:	Library Services Agreement
---------------------------	----------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Library Services Agreement
---	--

CONTRACT FOR LIBRARY SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the City of Aztec, New Mexico, a municipal corporation, hereinafter called "the City" and the County of San Juan, a political subdivision of the State of New Mexico, hereinafter called "the County".

WHEREAS, pursuant to NMSA 1978, §4-36-2 (1965), the County is authorized to appropriate funds for library services;

WHEREAS, the County does not operate library facilities for its citizens; and

WHEREAS, the City has agreed to operate a library facility and offer library services to all residents of the County on the same basis as such services are offered to residents of the City. Additionally, this agreement will assign Legal Service Area (LSA) population allocations to San Juan County libraries in compliance with New Mexico Administrative Code (NMAC) requirements. Each San Juan County Public Library will use the most recent U.S. Census for their discreet population figures with the population within the city limits of Aztec, New Mexico allocated to the Aztec Public Library.

NOW THEREFORE, the parties mutually agree:

1. The City shall provide library facilities and services to County residents on the same basis and to the same extent as those provided to City residents.
2. As compensation for the above, the County agrees to appropriate the sum of Five Thousand Dollars (\$5,000.00) and to pay said sum to the City as consideration for the use and services of the library facility located within the municipal limits of the City.
3. The City shall keep books and records of all expenditures made pursuant to this Agreement, and keep such books and records available for inspection and audit by the County from time to time.
4. The term of this agreement shall be one year, commencing July 1, 2017, and ending June 30, 2018. Either party may terminate this agreement on 30 days written notice to the other party. If the agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

EXECUTED the day and year set out above.

Staff Summary Report

MEETING DATE:	September 26, 2017
AGENDA ITEM:	IX. CONSENT AGENDA (E)
AGENDA TITLE:	Senior Citizen Services Agreement with San Juan County

ACTION REQUESTED BY:	City Manager's Office
ACTION REQUESTED:	Approval of Senior Citizen Services Agreement with San Juan County
SUMMARY BY:	Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

San Juan County has submitted their contract for library services to the City for FY18. This is the standard agreement that we have with the County to provide services to our Seniors for the upcoming fiscal year.

SUPPORT DOCUMENTS:	Senior Citizen Services Agreement
---------------------------	-----------------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Senior Citizen Services Agreement
---	---

SENIOR CITIZEN SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2017, by and between San Juan County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), and the City of Aztec, a municipal corporation (hereinafter referred to as "the City").

WHEREAS, the County is authorized to contract for services to be provided to senior citizens living in San Juan County; and

WHEREAS, the City is willing and able to provide services to senior citizens living in San Juan County.

NOW, THEREFORE, it is understood and agreed as follows:

1. The City shall provide regularly scheduled services to senior citizens living within the boundaries of the City for fiscal year 2017-2018, and such services shall be comparable to those provided by the other senior citizens centers within the County.

2. Upon request by the City, the County shall provide to the City the sum of Four Thousand Fifty Dollars (\$4,050.00). This sum shall be used only to provide the services to senior citizens described herein.

3. At the conclusion of the fiscal year, the City shall forward to the County a written report detailing the services performed on behalf of senior citizens pursuant to this Agreement.

4. The City may contract with a subcontractor to provide the services described herein, but only with the express written consent of the County.

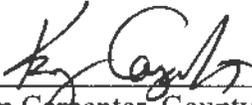
5. The City shall maintain records of all expenditures made under this Agreement, and the City's records shall be available for inspection and audit by the County during normal business hours.

6. The term of this Agreement shall be one year, commencing July 1, 2017 and ending June 30, 2018. Either party may terminate this Agreement on thirty (30) days written notice to the other party. If the Agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

The foregoing being clearly understood and agreed to, this Agreement is hereby effective as of the date entered above.

SAN JUAN COUNTY, NEW MEXICO

CITY OF AZTEC

By 
Kim Carpenter, County Executive Officer

By _____
Sally Burbridge, Mayor

**APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY**

ATTEST:

By: 

By: _____
Karla Sayler, City Clerk

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

By: _____

Staff Summary Report

MEETING DATE: September 26, 2017
AGENDA ITEM: IX. CONSENT AGENDA (F)
AGENDA TITLE: Bid 2017-606 Western Dr Reconstruction Paving Phase Change Order #1

ACTION REQUESTED BY: Finance Department, Public Works Department

ACTION REQUESTED: Approval

SUMMARY BY: Kathy Lamb, William Watson PE

PROJECT DESCRIPTION / FACTS

- The bid for Western Drive Reconstruction, paving phase, was awarded to Oldcastle SW Group on June 13, 2017. The Notice to Proceed will not be issued until TRC Construction is substantially complete with the concrete phase of the project (anticipated to be complete mid-October).
- During a review of the project limits, it was identified the paving project, as bid, did not include the removal of a hump in Western Drive, the result of the sewer project. Information for the additional work was provided to Oldcastle to provide a cost for the additional work which is presented as Change Order #1.
- Because this additional work has been identified prior to the contractor beginning the paving phase, their schedule may be easily adjusted and it is anticipated the project will be completed on schedule (late November).
- This change order is greater than 10% of the bid award for the paving phase and requires commission approval to proceed.

PROCUREMENT / PURCHASING

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times on Sunday, May 14, 2017. One addendum was issued on the bid. The bid was publically opened on Monday, June 5, 2017.
- The bid documents identified the concrete construction and pavement construction as separate bid items providing contractors the ability to bid on one or both items and the City the opportunity to award the concrete and pavement to separate contractors.
- Contract days for concrete construction are 60 calendar days from Notice to Proceed and pavement construction are 10 calendar days from Notice to Proceed.
- Paving phase bid was awarded to Oldcastle SW Group:
 - Oldcastle SW Group; Pavement Construction: \$ 85,960.00
 - Change Order #1 \$ 13,293.80
 - Total Contract \$ 99,253.80
 - GRT \$ 7,940.30
 - Total \$107,194.10

FISCAL INPUT / FINANCE DEPARTMENT

- FY18 Annual Adopted Budget, Joint Utility Fund, Sewer Collection Department, includes \$356,000 specific to the reconstruction of Western Drive. Partial funding for this project is through NMDOT Local Government Road Funds in the amount \$150,615.00 (expires December 2017). The balance of the project is funded by the Joint Utility Fund as a result of the sewer construction project.
- With gross receipts tax, total commitment for the project, including the concrete and paving phase and this change order, is \$298,351

SUPPORT DOCUMENTS: Bid 2017-606 Paving Phase Change Order #1

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2017-606 Western Dr Reconstruction, Paving Phase, Change Order #1 in the amount of \$13,293.80 plus tax.

Oldcastle SW Group, Inc.

P.O. Box 16
2100 Hwy. 371
Farmington, NM 87499

Phone: (505)324-3910
Fax: (505) 324-3927

To: City Of Aztec	Contact:
Address: Aztec, NM	Phone:
	Fax:
Project Name: City Of Aztec Western Drive Reconstruction (HMA Portion)	Bid Number: MP5262017
Project Location: Aztec, NM	Bid Date: 6/5/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
21	Remove Existing Asphalt	274.00	SY	\$4.00	\$1,096.00
22	Earthwork (To Remove Base And Soil Down To Plan Subgrade, Includes Grading And Compaction)	78.00	CY	\$24.00	\$1,872.00
Total Price for above Items:					\$2,968.00
Pavement Construction					
23	NMDOT Base Course	84.00	TON	\$47.25	\$3,969.00
24	Base Course Grading And Compaction	274.00	SY	\$1.20	\$328.80
25	HMA SP-IV 3"	274.00	SY	\$22.00	\$6,028.00
Total Price for above Pavement Construction Items:					\$10,325.80

Total Bid Price: \$13,293.80

Notes:

- If additional mobilizations are required, they will be billed at \$2,500.00 per each.
- Tax is NOT included in the price quoted above. Any applicable taxes will be in addition to the above prices.
- Any work not described above is excluded.
- Oldcastle SW Group, Inc. is an ACTIVE Registered Contractor with Public Works New Mexico Department of Labor. Oldcastle SW Group, Inc.'s Registration Number is 002362220111130.
- NM Contractor's License # 89829 (this license, issued under the Construction Industries Licensing Act, does not protect the consumer if the contractor defaults).
- A minimum slope of 1% is required at all areas to be paved to insure positive drainage of the asphalt surface. Areas to be paved that have less than 1% slope may require this proposal to be revised and/or our warranty of the paved area may be invalid.
- This proposal may be withdrawn by us if not accepted within 30 days.
- Development and implementation of a SWPPP if required by the NPDES stormwater program is the responsibility of others and Four Corners Materials assumes no responsibility for the development of the SWPPP or for the day-to-day activities at the project.
- Should the subgrade be soft, un-stable, or otherwise unsuitable to support the pavement, you will be notified and a remedy negotiated.
- We exclude any utility relocation, asphalt patching of utility trenches, striping, signing, assurance testing, and traffic control.
- We acknowledge one addendum.
- **Quantities are an estimate only. You will be billed for actual quantities placed at the per unit price.**
- Contact Paul McGee at (970)713-4886 if you have any questions regarding this proposal.

Payment Terms:

The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein as attached.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Oldcastle SW Group, Inc.</p> <p>Authorized Signature:  _____</p> <p>Estimator: Paul McGee</p>
---	--

STANDARD TERMS & CONDITIONS – QUOTATION & CONTRACT

- 1. Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "Contract"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.
- 2. Payment.** Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.
- 3. Taxes.** Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.
- 4. Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
- 5. Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.
- 6. Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.
- 7. Warranty.** Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.
- 8. Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
- 9. Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.
- 10. No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
- 11. Damages.** Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT. It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions
- 12. Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.
- 13. Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.
- 14. Work Conditions:** If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.
- 15. Miscellaneous.** Unless otherwise specified in writing, Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. All funds paid to Buyer from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information or suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.
- 16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

Staff Summary Report

MEETING DATE: September 26, 2017
AGENDA ITEM: IX. CONSENT AGENDA (G)
AGENDA TITLE: Resolution 2017-1062 Surplus

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval of Resolution 2017-1062
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Fire Department has identified the 2000 Pumper as no longer necessary to the operations of the fire department. The E-One Pumper, purchased in FY2017, has been placed in service in place of the 2000 Pumper.
- 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

SUPPORT DOCUMENTS: Resolution 2017-1062
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2017-1062 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

**SURPLUS RESOLUTION 2017-10xx
SEPTEMBER 26, 2017
SURPLUS LIST**

Fire Department Surplus

2000 International Pumper

Original Purchase	\$233,591.77
Purchased:	12/1999
Grant Funds:	No
Condition:	Fair
Reason for Surplus:	Not Required

Library Surplus Books

Junior Fiction

The T-Rex Bones	Berenstain, Stan & Jan
Spider-Man's Amazing Powers	Buckley Jr, James
Alison Saves the Wedding	Connor, Catherine
The Cat Who Went to Heaven	Coatsworth, Elizabeth
The Supernaturalist	Colfer, Eoin
Airman	Colfer, Eoin
Ramona and her Mother	Cleary, Beverly
Ramona Forever	Cleary, Beverly
Ramona's World	Cleary, Beverly
Runaway Ralph	Cleary, Beverly
Dear Mr. Henshaw	Cleary, Beverly
Henry and Beezus	Cleary, Beverly
Henry and Ribsy	Cleary, Beverly
Henry and the Clubhouse	Cleary, Beverly
Henry Huggins	Cleary, Beverly

**SURPLUS RESOLUTION 2017-10xx
SEPTEMBER 26, 2017
SURPLUS LIST**

Ramona the Brave	Cleary, Beverly
Muggie Maggie	Cleary, Beverly
The Mouse and the Motorcycle	Cleary, Beverly
Ramona Quimby, Age 8	Cleary, Beverly
Ralph's Mouse	Cleary, Beverly
Ramona and her Father	Cleary, Beverly
Emily's Runaway Imagination	Cleary, Beverly
Beezus and Ramona	Cleary, Beverly
Sophie the Hero	Bergen, Lara
Sophie the Daredevil	Bergen, Lara
Sophie the Chatterbox	Bergen, Lara
Sophie the awesome	Bergen, Lara
Sophie the Snoop	Bergen, Lara
Sophie the Millionaire	Bergen, Lara
Sophie the Sweetheart	Bergen, Lara
The Anybodies	Bode, N.E.
Tales of a Fourth Grade Nothing	Blume, Judy
The Report Card	Clements, Andrew
Lunch Money	Clements, Andrew
Jake Drake Bully Buster	Clements, Andrew
The Roar	Clayton, Emma
Happy Birthday Bad Kitty	Bruel, Nick
The Secret Garden	Burnett, Frances Hodgson
Stargazer	Garman, Patrick
The Eye of the Warlock	Catanese, P.W.

SURPLUS RESOLUTION 2017-10xx
SEPTEMBER 26, 2017
SURPLUS LIST

Dog Watch #1: Trouble in Pembroke	Casanova, Mary
Dog Watch #2: Dog-Napped	Casanova, Mary
Dog Watch #3: Danger at Snow Hill	Casanova, Mary
Shen of the Sea	Chrisman, Arthur Bowie
Charlie and the Great Glass Elevator	Dahl, Roald
The Fairy Godmother Academy	Bozarth, Jan
Harvey	Bouchard, Herve
Bad Kitty Meets the Baby	Bruel, Nick
Artemis Fowl the Eternity Code	Colfer, Eoin
Six Days from Sunday	Biesterveld, Betty
Cypher the Mountain Giant	Blade, Adam
Epos the Winged Flame	Blade, Adam
Ferno the Fire Dragon	Blade, Adam
Sepron the Sea Serpent	Blade, Adam
Tagus the Night Horse	Blade, Adam
Tartok the Ice Beast	Blade, Adam
Tangerine	Bloor, Edward
The Wrong Crowd	Berenstain, Stan & Jan
Phenom in the Family	Berenstain, Stan & Jan
At Camp Crush	Berenstain, Stan & Jan
New Girl in Town	Berenstain, Stan & Jan
The Berenstain Bears and the Galloping Ghost	Berenstain, Stan & Jan
Beyond the Valley of Thorns	Carman, Patrick
The Tenth City	Carman, Patrick
Pictures at an Exhibition	Celenza, Anna Harwell

SURPLUS RESOLUTION 2017-10xx
SEPTEMBER 26, 2017
SURPLUS LIST

The Fairy Godmother Academy Kerka's Book	Bozarth, Jan
The Fairy Godmother Academy Lilu's Book	Bozarth, Jan
The Fairy Godmother Academy Sumi's Book	Bozarth, Jan
The Fairy Godmother Academy Zally's Book	Bozarth, Jan
The Crow-Girl	Bredsdorff, Bodil
Flawed Dogs	Breathed, Berkeley
Into the Mist	Carman, Patrick
Little Horse	Byars, Betsy
Molly Moon, Micky Minus & the Mind Machine	Byng, Georgia
Molly Moon's Incredible Book of Hypnotism	Byng, Georgia
Molly Moon Stops the World	Byng, Georgia
Superfudge	Blume, Judy
Otherwise Known as Sheila the Great	Blume, Judy
Blubber	Blume, Judy
Starring Sally J. Freedman as Herself	Blume, Judy
Fudge-a-Mania	Blume, Judy
Double Fudge	Blume, Judy
Shakespeare's Secret	Broach, Elise
Crime Files: Four-Minute Forensic Mysteries Body of Evidence	Brown, Jeremy
Skeleton Man	Bruchac, Joseph
The Fairy Godmother Academy Birdie's Book	Bozarth, Jan
Star Trek Starfleet Academy #3: Cadet Kirk	Carey, Diane
Nasty Stinky Sneakers	Bunting, Eve
What a Wimp!	Carrick, Carol
Allie Finkle's Rules for Girls Moving Day	Cabot, Meg

**SURPLUS RESOLUTION 2017-10xx
SEPTEMBER 26, 2017
SURPLUS LIST**

The Princess Present	Cabot, Meg
Princess in Pink	Cabot, Meg
Skeleton Creek The Raven	Carman, Patrick

Adult Fiction

Hanna’s Daughter	Fredriksson, Marianne
------------------	-----------------------

Reference

The Bowra Legacy A Journalistic History of Aztec & San Juan County, New Mexico

Southwest

New Mexico Frontier Military Place Names	Rathbun, Daniel C.B.
--	----------------------

Staff Summary Report

MEETING DATE:	September 26, 2017
AGENDA ITEM:	IX. CONSENT AGENDA (H)
AGENDA TITLE:	FastTrack Communications Inc Franchise Agreement

ACTION REQUESTED BY:	Ken George , Electric Director
ACTION REQUESTED:	Approve Franchise Agreement between FastTrack Communications Inc and the City of Aztec
SUMMARY BY:	Ken George

PROJECT DESCRIPTION / FACTS

FastTrack Communications Inc, a State registered communications utility would like to operate as a utility for fiber optic communications within the City of Aztec in order to serve high speed fiber optic communications to businesses and citizens in Aztec.

The City Attorney has read and finds the agreement legally acceptable. (KBG)

PROCUREMENT / PURCHASING (if applicable)

-NA-

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

The fee associated with granting a franchise to FastTrack Communications Inc is five (5) dollars per customer per month. (KBG)

SUPPORT DOCUMENTS:	Franchise Agreement
---------------------------	---------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Franchise Agreement between FastTrack Communications Inc and the City of Aztec
---	--

City Of Aztec
**Franchise Agreement for FastTrack Communications Inc to Operate and Maintain
a Data and Telecommunications System in the City of Aztec, New Mexico**

The City of Aztec, New Mexico (“the City”) hereby ordains that it is in the public interest to grant FastTrack Communications Inc a Franchise to operate the Telecommunications System (“the System”) pursuant to the terms and conditions contained herein.

Section 1. Grant of Franchise

The City hereby grants to FastTrack Communications Inc the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its cables and related appurtenances (“Facilities”) in, under, along, over and across the present and future streets, alleys and public ways in the City (“Public Ways”), including for the purpose of providing telecommunication services to the City’s inhabitants.

Section 2. Acceptance by FastTrack Communications Inc.

Within sixty (60) days after the passage of this Ordinance by the City, FastTrack Communications Inc shall file an unqualified written acceptance thereof with the City Recorder; otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3. Term

The initial term of this Franchise is five (5) years commencing on the date of Acceptance by FastTrack Communications Inc as set forth above in Section 2 and shall automatically renew from year-to-year, not to exceed ten (10) years, unless either party gives advance written notice to the other party at least 120 days prior to expiration of the initial term or subsequent annual term requesting the parties enter into good faith discussions to reach terms of a new agreement.

Section 4. Records Inspection

FastTrack Communications Inc shall make available to the City, upon reasonable advance written notice of no fewer than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as FastTrack Communications Inc can reasonably make available. Subject to applicable laws, any information that is provided to the City and/or that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to FastTrack Communications Inc following review. The City will not make copies of such information.

Section 5. Non-Exclusive Franchise

The right to use and occupy the Public Ways shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City’s use, however, shall not unreasonably interfere with FastTrack Communications Inc Facilities or the rights granted FastTrack Communications Inc herein.

Section 6. City Regulatory Authority

The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law. The City agrees to promptly notify FastTrack Communications Inc of any such changes potentially applicable to this Franchise.

Section 7. Indemnification

The City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by FastTrack Communications Inc of its Facilities. FastTrack Communications Inc shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of FastTrack Communications Inc use of the Public Ways. The City shall: (a) give prompt written notice to FastTrack Communications Inc of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit FastTrack Communications Inc to assume the defense of such claim, demand, or lien. FastTrack Communications Inc shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, FastTrack Communications Inc shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees.

Section 8. Insurance Requirements

FastTrack Communications Inc will maintain in full force and effect for the Term of the Franchise, at FastTrack Communications Inc's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of New Mexico, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System by FastTrack Communications Inc. Such insurance will be in an amount not less than \$1,000,000.00. FastTrack Communications Inc will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence of such insurance will be provided to the City upon request.

Section 9. Annexation

When any territory is approved for annexation to the City, the City shall within one-hundred twenty (120) business days provide by certified mail to FastTrack Communications Inc: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

Section 10. Plan, Design, Construction and Installation of FastTrack Communications Inc Facilities

- 10.1** All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

- 10.2** FastTrack Communications Inc shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, shall notify and send maps and plans to the City Community Development Department applying for a permit, if required, from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. FastTrack Communications Inc will provide as-built route maps of new facilities placed in the Public Ways pursuant to a permit issued by the City. FastTrack Communications Inc will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, FastTrack Communications Inc shall not be obligated to obtain a permit to perform emergency repairs.
- 10.3** To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.
- 10.4** If, during the course of work on its Facilities, FastTrack Communications Inc causes damage to or alters the Public Way or other public property, FastTrack Communications Inc shall replace and restore such Public Way or public property at FastTrack Communications Inc's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.
- 10.5** FastTrack Communications Inc shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work and allow the other party, at its own expense, to share the trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.
- 10.6** Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, electric facilities, fiber facilities or other public property. However, before commencing any work within a Public Way that may affect FastTrack Communications Inc's Facilities, the City shall give notice to FastTrack Communications Inc, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of FastTrack Communications Inc's poles, fiber, conduits, conductors, pipes, and appurtenances.
- 10.7** FastTrack Communications Inc shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

Section 11. Relocation of Facilities

- 11.1** Relocation for the City. FastTrack Communications Inc shall, upon receipt of advance written notice of not fewer than ninety (90) days, protect, support, temporarily disconnect, relocate, or remove any FastTrack Communications Inc property located in

a Public Way when required by the City consistent with its police powers. FastTrack Communications Inc shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way.

- 11.2** Relocation for a Third Party. FastTrack Communications Inc shall, at the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street, as applicable, any FastTrack Communications Inc property, provided that the cost of such action is borne by the person requesting it and FastTrack Communications Inc is given reasonable advance written notice. In such situation, FastTrack Communications Inc may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no fewer than fourteen (14) days for a temporary relocation, and no fewer than one hundred twenty (120) days for a permanent relocation.
- 11.3** Alternatives to Relocation. FastTrack Communications Inc may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise FastTrack Communications Inc in writing if one or more of the alternatives are suitable. If requested by the City, FastTrack Communications Inc shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by FastTrack Communications Inc full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, FastTrack Communications Inc shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, FastTrack Communications Inc shall in all cases have the right to abandon the Facilities.

Section 12. Vegetation Management

FastTrack Communications Inc shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

Section 13. Payment by FastTrack Communications Inc.

In consideration of the rights, privileges, and franchise hereby granted, said FastTrack Communications Inc, its successors and assigns, shall pay the City from and after the date of the acceptance of this franchise an amount equal to Five (5) US dollars per customer served per month. Payment shall be made quarterly on or before sixty (60) days after the end of each calendar quarter. Such payment made by FastTrack Communications Inc will be accepted by the City from FastTrack Communications Inc, also in payment of any license, privilege or occupation or tax or fee for revenue or regulation, franchise fee, or any permit or inspection fees or similar charges for street openings, installations, construction or for any other purpose now or hereafter, or other forms of excise or revenue taxes based upon or measured by revenues, employees, payroll, property, facilities or equipment of FastTrack Communications Inc to be imposed by the City upon FastTrack Communications Inc during the term of this Franchise.

Section 14. Revocation of Franchise for Noncompliance

- 14.1** In the event that the City believes that FastTrack Communications Inc has not complied with the terms of the Franchise, the City shall informally discuss the matter with FastTrack Communications Inc. If these discussions do not lead to resolution of the problem, the City shall notify FastTrack Communications Inc in writing of the exact nature of the alleged noncompliance.
- 14.2** FastTrack Communications Inc shall have thirty (30) days from receipt of the written notice described in subsection 14.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.
- 14.3** In the event that FastTrack Communications Inc does not comply with subsection 14.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide FastTrack Communications Inc at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.
- 14.4** Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 14.3, determines that FastTrack Communications Inc is noncompliant with this Ordinance, the City may:
1. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
 2. Commence an action at law for monetary damages or other equitable relief; or
 3. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5.
- 14.5** Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to FastTrack Communications Inc. FastTrack Communications Inc shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon FastTrack Communications Inc, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give FastTrack Communications Inc an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. FastTrack Communications Inc may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.
- 14.6** Notwithstanding the foregoing provisions in this Section 14, FastTrack Communications Inc does not waive any of its rights under applicable law.

Section 15. No Waiver of Rights

Neither the City nor FastTrack Communications Inc shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

Section 16. Transfer of Franchise

FastTrack Communications Inc's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with FastTrack Communications Inc, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of FastTrack Communications Inc in the Franchise or Facilities in order to secure indebtedness.

Section 17. Amendment

Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the City and FastTrack Communications Inc.

Section 18. Notices

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

City of Aztec
City Manager
201 W Chaco
Aztec, New Mexico 87410

FastTrack Communications Inc:
General Manager
779 Tech Center Drive, Suite 200
Durango, Colorado 81301

Section 19. Severability

If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

PASSED, APPROVED, SIGNED AND ADOPTED this 26th day of September 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

ACCEPTED BY FastTrack Communications Inc:

BY: _____

TITLE: _____

DATE: _____

Staff Summary Report

MEETING DATE:	September 26, 2017
AGENDA ITEM:	IX. CONSENT AGENDA (I)
AGENDA TITLE:	FastTrack Joint Use Pole Attachment License Agreement

ACTION REQUESTED BY:	Ken George , Electric Director
ACTION REQUESTED:	Approve Pole Attachment Agreement with FastTrack Communications Inc.
SUMMARY BY:	Ken George

PROJECT DESCRIPTION / FACTS

FastTrack Communications Inc, a State registered communications utility would like to attach fiber optic cable to power poles owned by the City of Aztec in order to serve high speed fiber optic communications to businesses in Aztec.

The City Attorney has read and finds the agreement legally acceptable. (KBG)

PROCUREMENT / PURCHASING (if applicable)

-NA-

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

Once FastTrack Communications Inc has determined what poles they wish to attach to thru the permitting process there will be a fee charged per pole per year. This is a 15 year agreement. Fees charged are \$22.25 per pole per year for years 1-5, \$26.50 for years 6-10 and \$30.25 for years 11-15. (KBG)

SUPPORT DOCUMENTS:	Pole Attachment Agreement
---------------------------	---------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Pole Attachment Agreement with FastTrack Communications Inc.
---	--

**City Of Aztec
Joint Use Pole Attachment License Agreement**

THIS AGREEMENT, made and entered into this 26th day of September 2017 (“Effective Date”) by and between the CITY OF AZTEC, (hereinafter referred to as “LICENSOR”), and FastTrack Communications Inc, 779 Tech Center Drive suite 200, Durango Colorado. (hereinafter referred to as “LICENSEE”),

WITNESSETH THAT

WHEREAS, LICENSEE desires to place its cables, appliances, equipment and facilities, (hereinafter collectively called “attachments”) on LICENSOR’s distribution and transmission utility poles, (hereinafter collectively called “poles”); and

WHEREAS, LICENSOR is willing to permit said attachments to its poles solely for the purpose of permitting LICENSEE to provide services as LICENSEE is authorized to provide in compliance with local, state, or federal law, and where such attachments will not interfere with its own core use, subject to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

Section 1. Scope of Agreement

1. Subject to compliance with the terms of this Agreement, LICENSOR agrees to issue to LICENSEE a revocable, nonexclusive license authorizing LICENSEE to place its attachments on LICENSOR’s poles. Said license includes the right for the continued placement and maintenance of LICENSEE’s attachments previously authorized by LICENSOR.
2. No use of LICENSOR’s poles or payment of any fees or charges required under this Agreement shall vest in LICENSEE any property rights in said poles, but LICENSEE shall have a mere license. LICENSOR is not required to construct, retain, extend, place or maintain any poles or other facilities not needed for its own service requirements, and LICENSOR reserves the right to exclude from LICENSEE’s use any poles; provided, that LICENSOR may only deny access to poles where there is insufficient capacity or for the reason of safety, reliability and applicable engineering standards as defined by the NESC; or by City ordinance.
3. LICENSEE acknowledges that LICENSOR has heretofore entered into, or may in the future enter into, arrangements or agreements with others not party to this Agreement regarding the joint use or rental of poles covered by this Agreement. Therefore, any application made under the terms of this Agreement and any permit granted shall be subject to such joint use or rental agreements or arrangements.
4. When a party to this Agreement enters into a license Agreement with a third party concerning use of the Joint Pole(s) it owns, it shall require the attachments of such third party to comply with substantially the same requirements as set forth in this Agreement.

5. The party owning the Joint Pole(s) shall require such third party to compensate Licensor and Licensee for reasonable costs incurred in rearranging any of their attachments necessary to provide clearance, as required in this Agreement, for such third party's installation upon the Joint Pole(s).
6. In no situation, shall any third party's modification or attachment to any joint pole encumber, obstruct, or impede the maintenance, removal for installation, or permanent removal of any of the other parties' existing attachments.

Section 2. Term of Agreement

1. The term of the Pole attachment license agreement granted hereunder shall be for an initial term of ten (10) years, commencing upon the Effective date of the Pole attachment license agreement, unless the Pole attachment license agreement is renewed or is lawfully terminated in accordance with the terms of this Pole attachment license agreement. At the conclusion of the initial ten (10) year term, as determined by mutual consent of both parties, a five (5) year extension to the Pole attachment license agreement shall be granted to LICENSEE.
2. Upon termination of this Agreement in accordance with any of its terms, LICENSEE shall immediately remove its attachments from all poles of LICENSOR. If not so removed within three hundred eighty (380) days or a negotiated signed agreement extending the time longer than 380 days, all lines, equipment and attachments shall become the property of the LICENSOR and may be removed by LICENSOR, at the expense of LICENSEE, and LICENSOR shall be free from any liability from removing or disposing of them.

Section 3. Fees and Charges

1. LICENSEE shall pay for each occupied pole according to the schedule set forth below:
 - 1) \$22.25 per pole for years 1 through 5 of the agreement.
 - 2) \$26.50 per pole for years 6 through 10 of the agreement.
 - 3) \$30.25 per pole for years 11 through 15 of the agreement.
2. Annual rental payments shall be based on the number of poles on which there exists any attachment of LICENSEE on December 31 of the preceding year. LICENSOR will notify LICENSEE of such amount due for any year that this Agreement is in effect on or before March 31 of the preceding year. LICENSEE shall pay the Amount Due in accordance with Article XVII of this Agreement. The above rental rate may be revised by LICENSOR upon written notice to LICENSEE at least six (6) months in advance of the date the next rental payment is due. Provided, however, that any adjustment to the rental rate shall not exceed the proportionate change over the same time period in the Handy-Whitman Index for Electric Utility Construction Cost for the Southwest Region of the United States for Federal Energy Regulatory Account Number 364, Poles, Towers and Fixtures. The revised rate will apply to all attachments existing on December 31 of the year in which notice is given and will continue to apply to all existing and future attachments unless further revised.

Section 4. Application for Permit and Notification of Attachments

1. Before making attachment to any of LICENSOR's poles, LICENSEE shall make application to LICENSOR specifying the location of each pole on the form attached as Exhibit A. Within

thirty (30) working days after receipt of the application, LICENSOR shall return to LICENSEE said application indicating thereon whether or not it is willing to permit the joint use of poles, and if so, under what conditions. Notwithstanding the foregoing, LICENSEE shall not be required to make application for attachments previously authorized by LICENSOR. The application requirement will be waived for new customer service drops added to poles on which LICENSEE already has an authorized attachment provided the LICENSEE has left efficient climbing and/or aerial basket approach space on the alley or road side of the pole or structure. In instances where a service drop is the initial attachment on Licensor's pole, Licensee shall make application to Licensor within 14 days of such attachment.

2. LICENSOR shall have the sole right to determine the availability of such poles for joint use and shall be under no obligation to grant permission for LICENSEE's use of the poles. LICENSEE shall have the right to occupy the space allotted by LICENSOR under the conditions and in accordance with the terms of this Agreement. Upon receipt of LICENSOR's approval for the attachment, the payment shall be the applicable annual per pole sum calculated under Article III, paragraph (a) above.
3. After making attachment to poles of LICENSOR, LICENSEE shall notify LICENSOR of the location of each attachment and any changes to the original application as set forth on the Notification of Attachment by LICENSEE Form attached as Exhibit B.
4. LICENSEE shall be in compliance with any applicable ordinances, rules, regulations and laws presently in effect or that hereafter may be adopted or enacted by LICENSOR'S Municipal or State legislative body.

Section 5. Specifications

LICENSEE's attachments on LICENSOR's poles shall be placed and maintained in accordance with provisions of the edition of the National Electrical Safety Code, and all subsequent amendments or revisions of said code, and in compliance with any applicable rules, orders, regulations, ordinances and laws now in effect or that hereafter may be adopted or enacted by LICENSOR's municipal legislative body, the New Mexico Public Regulatory Commission, any Federal, State, local or other governmental agency, or other authority having jurisdiction, and the reasonable rules and practices of LICENSOR set forth in this Agreement. Changes in rules and practices shall not be retroactive to those attachments that were placed prior to the change that met the rules and practices in effect at the time. Those attachments placed prior to changes in rules shall be brought into compliance at the time of their replacement, relocation, or rearrangement.

Section 6. Placing and Maintaining Attachments

1. LICENSEE shall, at its own expense, place and maintain its attachments in safe condition and thorough repair, so as not to conflict with the use of poles by LICENSOR for its core utility service (power transmission and delivery, fiber communications and municipal telephone) or other users, or interfere with the construction, operation, maintenance or removal of facilities thereon. LICENSEE shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property against injury or damages occurring by reason of LICENSEE's attachments on LICENSOR's poles.

2. LICENSEE shall within thirty (30) days, at its own expense, upon notice from LICENSOR, relocate, replace or renew its attachments placed on the poles, and transfer them to substitute poles, or perform any other work in connection with the facilities that may be reasonably required by LICENSOR for its core service needs. In the event that third-party joint pole users not subject to this Agreement whose attachments are located above Licensee's shall have equipment attached to Licensor's poles, Licensee's thirty (30) day period to transfer its Attachment shall not commence until Licensee receives notice from Licensor that the third-party attachments above Licensee have been moved. In the case of an emergency, LICENSOR may arrange to relocate, replace or renew the attachments placed on the poles by LICENSEE, transfer them to substituted poles, or perform other work in connection with the attachments that may be required in the maintenance, removal, replacement or relocation of its poles, the attachments to the poles, or the service needs of LICENSOR. LICENSEE shall, on demand, reimburse LICENSOR for the expenses incurred.
3. LICENSEE shall not place any additional equipment or change the position of any of its attachments upon any pole used by it hereunder without first making application therefore and receiving LICENSOR's approval so to do, all as prescribed in Article IV hereof.
4. LICENSEE shall remove, relocate or place underground its facilities at its own expense if the LICENSOR removes or replaces an existing overhead line underground. In the instance the LICENSOR is replacing existing overhead facility(s) underground as a municipal beautification or enhancement project, LICENSOR shall notify LICENSEE a minimum of 120 days prior to project start and supply trenching and install conduit for the Licensee's trunk line and or fiber facilities under the direction of the Licensee's local engineer or systems planner.

Section 7. Alterations for Licensee's Attachments

1. In the event that any pole of LICENSOR to which LICENSEE desires to make attachments, in the judgment of LICENSOR, requires rearrangement to support, or accommodate the additional attachments of LICENSEE, LICENSOR shall indicate on Exhibit A the changes it believes are necessary to provide adequate pole space and the estimated cost to LICENSEE. LICENSEE agrees to pay LICENSOR the cost of replacing any pole that is inadequate to accommodate LICENSEE's attachments, as well as the cost of transferring attachments from the old to the replacement poles. LICENSEE also agrees to pay LICENSOR the cost of rearranging attachments on an existing pole to accommodate LICENSEE's attachments, including the cost of strengthening or guying. LICENSEE shall pay LICENSOR upon the completion of the replacement of inadequate poles or rearrangement of its facilities, as billed by the LICENSOR. LICENSEE also agrees to pay the owner or owners of other attachments on said poles the cost of transferring or rearranging such attachments to accommodate LICENSEE's attachments. LICENSEE shall agree with other owners of facilities attached to said poles as to the payment to be made to such owners.
2. In the event LICENSOR installs a new pole in its assigned service area and in order to provide space or strength to accommodate LICENSEE's attachments must install a stronger or taller pole, the cost of providing a pole of extra height or strength shall be paid by LICENSEE. Such cost shall include the difference between the cost of installing the new pole and the cost of installing a pole LICENSOR considers adequate for LICENSOR's

attachments and of its other LICENSEE's. The new pole shall be the property of LICENSOR regardless of any payments by LICENSEE toward its cost and LICENSEE shall acquire no right, title or interest in such pole. The LICENSOR standard pole installed in rural areas is a 35' class 4 and a 40' class 4 in metropolitan areas.

3. Because LICENSOR provides an essential service to the public, it reserves the right to make periodic inspections of LICENSEE's attachments to make certain that there is no impairment to its ability to provide electricity or fiber communications to its customers and LICENSEE shall pay LICENSOR the reasonable costs of such inspections. If such inspection finds that any of LICENSEE's attachments do not conform to requirements, specifications, rules, and regulations specified herein, subject to the provisions of the following sentence. LICENSOR shall not make such inspections more often than once every three years and upon notice to LICENSEE unless, in LICENSOR's judgment, such inspections are required for reasons involving safety, maintenance of service or where LICENSOR reasonably believes LICENSEE is violating the terms of this Agreement. The making of such inspections or the failure to do so shall not relieve LICENSEE of any responsibility, obligation or liability assumed under this Agreement.
4. If LICENSEE's attachments are found on a pole for which no permit has been obtained, LICENSOR may (1) impose a charge of \$150.00 (one hundred fifty dollars) plus five (5) years attachment fees as condition to such attachments remaining on the pole, or (2) require LICENSEE to remove such attachments. If LICENSEE fails to pay the charge or to remove the attachments, LICENSOR may remove the attachments and the expense of removal shall be borne by LICENSEE. For the purpose of determining the charge, an unauthorized attachment shall be treated as having existed for a period of five (5) years prior to its discovery; and the charge, computed at the applicable yearly rate per pole at the time of discovery plus \$150.00 (one hundred fifty dollars) and five (5) years, shall be due and payable immediately. Any such charge imposed by LICENSOR shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. As of the effective date of this Agreement, all existing attachments of LICENSEE shall be deemed authorized under Section VII.

Section 8. Licensor's Rights and Service Responsibilities

LICENSOR reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own service requirements and responsibilities. LICENSOR shall not be liable to LICENSEE for any interruption to service of LICENSEE or for interference with the operation of the attachments of LICENSEE arising in any manner out of the use of LICENSOR's poles. Nothing in this Agreement shall be construed to obligate LICENSOR to grant LICENSEE permission to use any particular pole or poles, and whenever LICENSOR notifies LICENSEE in writing to remove its attachments from LICENSOR's pole or poles, the LICENSEE shall within thirty (30) days after the date of such notice, remove its attachments from said pole or poles.

Section 9. Rights-Of-Way and Permits for Licensee's Attachments

1. Nothing in this Agreement shall be construed as a warranty or guarantee of permission from owners of private property, municipal or other governmental authorities, or other users, for LICENSEE to place or maintain its attachments upon the poles of LICENSOR. LICENSEE shall secure any required consents, permits or other appropriate authorization from such

owners, users, or governmental authorities and shall furnish to LICENSOR evidence of the procurement of such authorizations with Exhibit "A" application and permit

2. Upon notice from LICENSOR to LICENSEE that the use of any pole is forbidden by municipal authorities or property owners, the permit covering the use of such pole shall immediately terminate and LICENSEE's attachments shall be removed immediately at the expense of LICENSEE.

Section 10. Liability and Damage Responsibilities

1. LICENSEE shall exercise all reasonable precautions to avoid damage to facilities of LICENSOR and other authorized users of LICENSOR's poles and hereby assumes all responsibility for any and all loss for such damage caused by the LICENSEE or by any of its employees.
2. LICENSEE hereby releases and discharges the LICENSOR from any and all liability for loss of or damage to the attachments of LICENSEE and for any detrimental effect upon, interruption to or failure of the service rendered by LICENSEE whether or not due in whole or in part to any act, omission, or negligence of LICENSOR or any of its representatives, agents, or employees.
3. Throughout the term of this Agreement, LICENSEE shall maintain in full force and effect with a carrier or carriers selected by LICENSEE the following insurance:
 - 1) Worker's compensation insurance in compliance with the laws of the State of New Mexico;
 - 2) Bodily injury liability insurance, with limits of not less than \$500,000 as to any one person and \$1,000,000 as to any one accident or occurrence; and
 - 3) Property damage liability insurance with limits of not less than \$500,000 for damage to the property of any one person and \$500,000 for each accident or occurrence.
 - 4) An umbrella policy in favor of the LICENSOR in the amount of \$1,000,000.
4. The insurance described above also shall provide contractual liability coverage with respect to liability assumed by LICENSEE under Article XI. The LICENSOR shall be named as an additional insured with respect to bodily injury and property damage insurance. LICENSEE shall submit to LICENSOR certificates by each insurance carrier addressed to LICENSOR showing the effectiveness of insurance in accordance with this Agreement and containing a provision that the insurance carrier will not cancel or change any policy of insurance issued pursuant to this Agreement except by written notice to LICENSOR served by certified mail stating the effective date of the cancellation or change, which effective date of cancellation or change shall not be less than thirty (30) days after receipt of such notice by LICENSOR.

Section 11. Indemnification

1. LICENSEE agrees to indemnify and save harmless LICENSOR, its representatives, agents, employees, successors and assigns, against and from any and all claims, demands, causes of action, damages, liabilities, costs (including without limitation reasonable attorneys' fees) and expenses, directly or indirectly resulting from or caused by: (1) the installation

maintenance, use or removal of LICENSEE's equipment, including without limitation, those based upon LICENSEE's failure to secure any required consents, permits or authorization from the owners of private property, other users, or governmental authorities to maintain its attachments on LICENSOR's poles; (2) any act, omission, or negligence of LICENSEE, or any of its representative, agents or employees; (3) any detrimental effect upon, interruption, discontinuance, or interference with LICENSEE's service occasioned by any action by LICENSOR or any other user.

2. The above and foregoing indemnities shall apply with respect to any and all claims, demands, causes of action, damages, liabilities, costs and expenses, except to the extent caused by the negligence of LICENSOR or any of its representatives, agents or employees.
3. LICENSEE shall, upon demand and at its own risk and expense, defend any and all such suits, actions or other legal proceedings which may be brought or instituted against LICENSOR, its successors or assigns, on any such claim, demand, or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against LICENSOR, its successors or assigns.
4. LICENSOR shall promptly notify LICENSEE in writing of any claim under this Article XI and shall cooperate with LICENSEE with respect to the settlement and/or defense of or to such claims.

Section 12. Removal of Licensee's Attachments

1. LICENSOR reserves the right, without liability to LICENSEE or its customers, to discontinue the use of, remove, replace or change the location of any of its poles regardless of LICENSEE's use of said poles and LICENSEE shall at its sole cost and within one hundred twenty (120) days after written notice by LICENSOR, remove its attachments as shall be required by LICENSOR.
2. Upon notice from LICENSOR to LICENSEE that the use of any pole or poles by LICENSEE is unauthorized or illegal, the permit insofar as it covers the use of such pole or poles shall immediately terminate and LICENSEE shall remove its attachments from such pole or poles.
3. LICENSEE may at any time remove its attachments from any pole or poles of LICENSOR, but shall immediately give LICENSOR written notice of such removal in the form of the attached Exhibit C.

Section 13. Assignment of Rights

1. LICENSEE shall not assign, sell, lease or in any manner transfer any of the rights granted to it by this Agreement, without prior consent in writing of LICENSOR. The attempted assignment, transfer, lease or sale by LICENSEE of any of the rights hereby granted without written consent of LICENSOR shall constitute a breach of this Agreement by LICENSEE, subject to the remedies set forth in Article XIV. Notwithstanding anything to the contrary herein, LICENSEE may assign this Agreement without the necessity of obtaining LICENSOR'S consent, to any person acquiring all or substantially all of LICENSEE'S assets or stock; provided that such assignee has been duly authorized by the City of Aztec to provide the services described hereunder and provided further that LICENSEE shall notify LICENSOR in writing, within thirty (30) days of such assignment.

2. The terms and provisions of this Agreement shall be binding upon and extend to and inure to the benefit of the successors, assigns and contractors and/or subcontractors of the LICENSEE.

Section 14. Defaults and Remedies

1. If LICENSEE fails to comply with any of the provisions of this Agreement or is in default in any of its obligations under this Agreement and shall fail thirty (30) days after written notice from LICENSOR to notify LICENSOR of its intention to comply with such provisions and/or correct such default and if LICENSEE fails to correct such default or noncompliance within sixty (60) days after said notice by the LICENSOR to the LICENSEE, LICENSOR may, at its option, terminate this Agreement or terminate the permit covering the pole or poles as to which such default or noncompliance shall have occurred. Notwithstanding the foregoing, in such cases where a default cannot be cured within the specified period by the exercise of diligent, commercially reasonable effort, Licensee shall have an additional sixty (60) days within which to cure the defaults, giving Licensee a total of One hundred twenty (120) days from the date that Licensor provided its notice of default. In the event that LICENSOR terminates this Agreement, in writing and in entirety, LICENSEE shall have seven hundred twenty (720) days within which to remove its attachments, and in the event that LICENSEE does not remove its attachments within said period, LICENSOR may do so, the removal cost to be borne, in any event by LICENSEE or the attachments and infrastructure become property of LICENSOR.
2. The rights and privileges by LICENSEE hereby granted shall not pass to any trustee, receiver, or assignee for the benefit of creditors of LICENSEE or be otherwise transferable by operation of law. This Agreement shall terminate, at LICENSOR's election, in the event of the liquidation or involuntary dissolution of LICENSEE, or in the event LICENSEE is adjudicated as bankrupt or insolvent, or if a receiver for LICENSEE's property is appointed and such receiver is not discharged or such appointment revoked within thirty (30) days after the date of the appointment of such receiver. LICENSOR may terminate this Agreement by thirty (30) days written notice to LICENSEE upon the happening of any one or more of the following events, to-wit:
 - 1) The making by LICENSOR of any assignment for the benefit of creditors;
 - 2) The taking of any action for the voluntary dissolution of LICENSEE;
 - 3) The filing by LICENSEE of a voluntary petition in bankruptcy;
 - 4) The appointment of a receiver for the LICENSEE.
3. In the event either party shall be required to resort to litigation for the purpose of enforcing its rights under this Agreement, the judgment resulting from such litigation shall include an allowance for court costs and reasonable attorneys' fees, paid or incurred in connection with such litigation, unless such litigation has been compromised or settled and unless otherwise ordered or provided in the judgment or decree terminating such litigation.
4. All rights and remedies hereby enumerated shall be cumulative and the enumeration of specific rights and remedies shall not preclude the exercise or prosecution of any other right

or remedy afforded by law, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

Section 15. Enforcement

Failure by LICENSOR to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms or conditions.

Section 16. Rights of Other Users

This Agreement shall not be construed as affecting the rights or privileges previously conferred by LICENSOR, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and LICENSOR shall have the right to continue and extend such rights and privileges. This Agreement shall not be construed as affecting or limiting the rights of LICENSOR to make other and additional contracts with other persons, firms, or corporations for the joint use or rental of LICENSOR's poles and facilities.

Section 17. Payment of Statements

Statements for expenses and other charges under this Agreement, including without limitation, amounts due under Article III, shall be paid within forty-five (45) days after presentation. Nonpayment of statements shall constitute a default of this Agreement if not paid within ten (10) days after written notice of such nonpayment by LICENSOR to LICENSEE and/or the guarantor herein.

Section 18. Identification of Licensee's Employees

In furtherance of the purpose of the laws, rules and regulations relating to sabotage, espionage and subversive activities, LICENSEE shall identify each of its employees and agents accessing LICENSOR's poles and will require its contractors to have suitable means of identification as to their employees, who will have occasion to perform work on or about LICENSOR's poles, wires and other facilities.

Section 19. Force Majeure

Neither LICENSOR nor LICENSEE shall be liable for any delay or failure to perform its obligations under this Agreement, other than the payment of money, in the event of a Force Majeure occurrence. Force Majeure as used herein, shall include, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; absence of necessary orders and permits of any kind which have been properly applied for; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; sabotage; injunction; blight; famine; blockade; quarantine; or any other similar cause or event not reasonably within the control of the party claiming the Force Majeure.

Section 20. Prevention and Satisfaction of Liens

LICENSEE agrees that no lien shall attach to the property of the LICENSOR. LICENSEE, its subcontractors and the servants, agents and employees of LICENSEE and its subcontractors shall not file, assert or prosecute any mechanic's or material man's liens against LICENSOR or its property. LICENSEE, its subcontractors and the servants, agents and employees of LICENSEE and its subcontractors also shall not permit any mechanic's or material man's liens to be filed assigned or prosecuted against LICENSOR or its property.

Section 21. Notices

Any notices required or permitted pursuant to this Agreement shall be given by registered or certified mail with return receipt requested, addressed to City of Aztec, attention Electric Director, 201 West Chaco, Aztec, NM 87410 and to LICENSEE at:

With a copy to:

FastTrack Communications Inc
ATTN: General Manager
779 Tech Center Drive Suite 200
Durango, CO 81301

khebbard@fasttrackcomm.net
(970) 828-1005 phone
(970) 247-3366 office
(970) 247-2426 Fax

Either party may by like written notice at any time and from time to time designate a different address to which notices shall subsequently be transmitted to it.

Section 22. Contracting

The LICENSEE shall, as soon as practical after the execution of this Agreement, notify the LICENSOR in writing of the names of any contractors or subcontractors which the LICENSEE proposes for any or various portions of the work to be performed in attaching LICENSEE's attachments to LICENSOR's poles. The LICENSEE shall be fully responsible under the provisions of Article X to LICENSOR for the acts or omissions of its contractors and/or subcontractors and of the persons directly or indirectly employed by them.

Section 23. Licensee's Compliance with Ordinances, Laws, Rules and Regulations

The LICENSEE in the performance of its service and in exercising the rights granted under any license issued to the LICENSEE by the LICENSOR under this Agreement shall at all times comply with all applicable ordinances, laws, rules and regulations of any and all governmental authorities having jurisdiction in the premises and shall exercise such rights for lawful communication purposes only.

PASSED, APPROVED, SIGNED AND ADOPTED this 26th day of September 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

ACCEPTED BY FastTrack Communications Inc:

BY: _____
TITLE: _____
DATE: _____

EXHIBIT A
Application and Permit

TO: City of Aztec
Attention: Electric Director
201 West Chaco
Aztec, NM 87410

In accordance with the terms of the Pole Attachment License Agreement, dated September 26th, 2017, FastTrack Communications Inc. applies for a permit to make attachments to the poles identified below. FastTrack Communications Inc. has obtained all necessary consents or permits from private property owners and governmental authorities in accordance with Section 9 of the Pole Attachment License Agreement.

LOCATION

(Street Name(s))

No. Poles Attached _____

Aztec Electric Pole ID #'s: _____

FastTrack Communications Inc

By: _____
Title: _____
Licensee

Permit granted _____, 20____, place the above described attachment(s) on the identified pole(s), subject to LICENSEE's acceptance of any changes or rearrangements detailed on the attached sheet, at an estimated cost of \$_____ for LICENSOR's rearrangements. Acceptance should be indicated on this form and returned to LICENSOR within sixty (60) days from the date hereof, failing which the permission hereby granted shall automatically be revoked.

City of Aztec

By: _____
Title: _____
Licensor

TO: City of Aztec
Attention: Electric Director
201 West Chaco
Aztec, NM 87410

The above-mentioned changes and rearrangements are accepted by the Licensee on _____, _____, and the costs thereof will be paid to LICENSOR in accordance with Article VI of the Pole Attachment License Agreement.

By: _____
Title: _____
Licensee

EXHIBIT B
Notification of Attachment by Licensee

Date: _____

TO: City of Aztec
Attention: Electric Director
201 West Chaco
Aztec, NM 87410

In accordance with the terms of Pole Attachment License Agreement, dated September 26th, 2017 pole attachment information is shown below:

LOCATION
(Street Name(s))

Number of Poles Attached: _____

FastTrack Communications Inc

By: _____
Title: _____
Licensee

Notice Acknowledged (Date): _____

City of Aztec

By: _____
Title: _____
Licensor

Notice #:

EXHIBIT C
Notification of Removal by Licensee

TO: City of Aztec
Attention: Electric Director
201 West Chaco
Aztec, NM 87410

In accordance with the terms of Pole Attachment License Agreement, dated September 26th, 2017 please cancel the Permit for the following pole(s) from which attachment(s) were removed on _____.

LOCATION
(Street Name(s))

Number of Poles Discontinued: _____

FastTrack Communications Inc

By: _____
Title: _____
Licensee

Notice Acknowledged (Date): _____

City of Aztec

By: _____
Title: _____
Licensor

Notice #:



August 28, 2017

Mr. Ken George
Electric Director
City of Aztec
201 W. Chaco
Aztec, NM 87410

Re: **FastTrack** Communications Inc.

FastTrack Communications is requesting a Pole Attachment and Franchise Agreement to operate within the City of Aztec, NM. Per your request I am providing the following information:

- Chairman/President of the **FastTrack** Board of Directors: Joseph Wheeling
- **FastTrack's** certificate of insurance
- New Mexico Public Regulation Commission Order Issuing Certificate of Registration for **FastTrack** to operate within the State of New Mexico

Should you require any additional information, please do not hesitate to reach me.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Hebbard". The signature is written in a cursive, flowing style.

Kelly Hebbard
General Manager
970.828.1005
khebbard@fasttrackcomm.net

Enclosures



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Telcom Insurance Services Corp. 6301 Ivy Lane, Suite 506 Greenbelt, MD 20770 www.TelcomInsGrp.com	CONTACT NAME: PHONE (A/C, No, Ext): 800.222.4664 FAX (A/C, No): 301.474.6196 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Fast Track Communications, Inc. 779 Tech Center Drive Suite 200 Durango CO 81301	INSURER A: Great American Insurance Co. of NY NAIC # 22136	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 36465511 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PAC-2-50-32-7	7/1/2017	7/1/2018	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP-2-50-32-74	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC-2-50-32-76	7/1/2017	7/1/2018	EACH OCCURRENCE \$ \$9,000,000 AGGREGATE \$ \$9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC-2-50-32-75	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$500,000* E.L. DISEASE - EA EMPLOYEE \$ \$500,000* E.L. DISEASE - POLICY LIMIT \$ \$500,000*
A	Umbrella			EXC-2-50-32-76	7/1/2017	7/1/2018	*When the underlying WC limit is exhausted the Excess Liability limit will be applicable.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter J. Elliott

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF THE APPLICATION OF)
FASTTRACK COMMUNICATIONS, INC.)
FOR A CERTIFICATE OF REGISTRATION TO)
PROVIDE COMPETITIVE LOCAL EXCHANGE)
TELECOMMUNICATIONS SERVICES WITHIN)
THE STATE OF NEW MEXICO)
_____)

ORDER ISSUING CERTIFICATE OF REGISTRATION

THIS MATTER comes before the New Mexico Public Regulation Commission (Commission) upon the Application for Certificate of Registration (Application) filed by FastTrack Communications, Inc. ("FST") on September 29, 2003. FST seeks to provide local exchange telecommunication services within the State of New Mexico. The Commission, having reviewed the record pursuant to NMSA 1978, § 63-7-1.1, § 63-9A-1, *et seq.*, and 17.11.19 NMAC, *et seq.*, and being otherwise fully advised in the premises,

FINDS AND CONCLUDES:

1. Effective January 1, 2001, the Commission, pursuant to NMSA 1978, §§ 8-8-4, 8-8-15 and 63-9A-8.2, promulgated a new rule expediting procedures for competitive local exchange carriers to obtain authority to provide local exchange telecommunications services in New Mexico. Pursuant to this rule, the Commission, upon receipt of a completed application approved by Staff, "shall issue a certificate of registration if it finds that the applicant possesses adequate financial resources and technical competency to provide competitive local exchange service and that issuance of the certificate of registration is in the public interest. 17.11.19.11 NMAC.

2. On December 3, 2003, the Commission's Utility Division Staff filed the Affidavit of Mark A. Cessarich, who found that FST had completed its Application in compliance with 17.11.19 NMAC and recommended that the Commission grant FST a *Certificate of Registration*.

3. Based on the information contained in the Application, as well as the Affidavit filed by Staff, the Commission finds and concludes it is in the public interest to grant a *Certificate of Registration* to FST to provide competitive local exchange telecommunications services in New Mexico.

4. The Commission has jurisdiction over the subject matter of this docket.

IT IS THEREFORE ORDERED:

A. The Application of FST to provide competitive local exchange telecommunications services within the State of New Mexico (as described in the Application) is in the public interest and is granted as provided by this *Order*.

B. A *Certificate of Registration* shall issue to FST pursuant to 17.11.19 NMAC, *et seq.*, authorizing FST to provide local exchange telecommunications services within the State of New Mexico as provided by this *Order*, and this *Order* shall constitute said *Certificate of Registration*.

C. The Commission furthermore approves FST's proposed local exchange tariff, with the exception of any express or implied limitations on liability. The Commission expressly reserves judgment on the propriety of all such tariff provisions pending a Commission rulemaking on what, if any, liability-limiting language is appropriate. Prior to supplying service to the public as a competitive telecommunications provider, FST shall file an initial tariff with

the Commission consistent with the approvals granted by this *Order*. The tariff shall bear an effective date of not less than ten (10) days subsequent to receipt by the Commission.

D. FST shall otherwise comply with all other provisions of 17.11.19 NMAC, *et seq.*, all rules and orders of this Commission, and all universal service requirements as determined by the Commission.

E. This *Order* is effective immediately.

F. A copy of this *Order* shall be served on the persons listed on the attached *Certificate of Service*.

G. This *Order* is issued by a single Commission pursuant to the *Resolution*¹ issued by the Commission on April 17, 2001.

ISSUED at Santa Fe, New Mexico, this 22nd day of December 2003.

NEW MEXICO PUBLIC REGULATION COMMISSION



COMMISSIONER

¹ *A Resolution Establishing a Streamlined Procedure for Issuing Certificates of Registration to Qualifying Competitive Local Exchange Carriers in Conformity with the Expedited Procedures Set Forth in 17.11.19 NMAC.*

Staff Summary Report

MEETING DATE: September 26, 2017
AGENDA ITEM: XII. BUSINESS ITEM (A)
AGENDA TITLE: Intent to Adopt Ordinance 2017-466 Amending Chapter 17, Section 17-1 Personnel Policy

ACTION REQUESTED BY: Human Resources
ACTION REQUESTED: Approve Intent to Adopt Ordinance 2017-466 Amending Chapter 17, Section 17-1 Personnel Policy
SUMMARY BY: City Staff

PROJECT DESCRIPTION / FACTS

- Commission last approved changes to the Personnel Policy in 2015.
- The current Personnel Policy required clarification with Sections 3, 4, 5, 6, 8, 9, 10, 12, 14, and the addition of Section 19 Volunteer Policy and Section 20 Travel Policy (see attached list of changes for details).

SUPPORT DOCUMENTS:

- Ordinance 2017-466
- Changes to Personnel Policy

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Intent to Adopt Ordinance 2017-466, Amending Chapter 17, Section 17-1 Personnel Policy

PERSONNEL POLICY CHANGES

SECTION 1. INTRODUCTION

NO CHANGES

SECTION 2. RECRUITMENT AND SELECTION

NO CHANGES

SECTION 3. CATEGORIES OF EMPLOYMENT

3.2 Categories

Scheduled work week is defined as Sunday through Saturday.

1. Regular.

- 1) Full-Time. An time employee who is scheduled to work forty (40) hours per seven-day period, [forty-three (43) hours per seven-day period for **certified** police officers] shall be entitled to all employee benefits subject to terms, conditions and limitations of each benefit program.
- 2) Part-Time. An employee, who is scheduled to work less than forty (40) hours, but twenty (20) hours or more per seven-day period in a regular budgeted position, shall be entitled to all employee benefits subject to terms, conditions, and limitations of each benefit program on a pro-rata basis.
- 3) Part-Time (19/hrs or less). An employee, who is scheduled to work 19 hours or less per seven-day period, shall not be eligible for employee benefits other than those mandated by law.

2. Temporary.

- 1) Full-Time. An employee, who is scheduled to work forty (40) hours per seven-day period. Full-time temporary employees are hired for a period of less than six (6) months, and shall not be eligible for employee benefits **other than those mandated by law**.
- 2) Part-Time. A temporary employee, who is scheduled to work less than forty (40) hours per seven-day period. Part-time temporary employees are hired for a period less than six (6) months, and shall not be eligible for employee benefits other than those mandated by law.

3. Seasonal.

A full-time or part-time employee, hired to work during a particular season, whose employment ends with the season, shall not be eligible for employee benefits other than those mandated by law.

4. Acting Employee.

An employee assigned to temporarily assume the duties of a vacant position. An employee normally assumes the acting duties in addition to performance of his/her usual duties. However, an employee may be assigned by the City Manager to perform duties in a position not related to his/her regular duties.

5. Youth Employee.

A student hired to work temporarily shall not be eligible for employee benefits, other than those mandated by law. **Hours will be restricted based on standards established by FLSA.**

6. Elected/Appointed Officials.

Salary and benefits determined by current State law and/or City Code.

SECTION 4. COMPENSATION AND BENEFITS**4.10 Eligibility for Overtime Pay**

FLSA non-exempt employees shall become eligible to be compensated monetarily at one and one-half (1½) times for all actual hours worked in excess of forty (40) hours during a regularly scheduled seven-day work week (43 hours per 7-day period for police officers). Listed are examples of when an employee shall be compensated for overtime and when an employee shall not be compensated:

1. Occasional periods when no work is performed due to vacation leave or sick leave, the leave shall not be calculated as time worked during that pay period.
2. Those employees who work less than forty (40) hours per week shall be compensated at straight time.
3. Overtime pay for **FLSA** exempt employees is not required for those employees who work more than forty (40) hours per 7-day period.
4. Employees called for an emergency or during a holiday week shall be compensated for all hours physically worked at straight time up to forty (40) hours within a forty (40) hour pay week and one and one-half (1-½) times monetarily for additional hours worked greater than forty (40) hours in a pay week.
5. Non-exempt employees required to work a recognized holiday shall be paid **double** straight time.
6. Police Officers working shift schedules shall be given additional vacation time as outlined in the Administrative regulation.
7. Part-time seasonal and temporary personnel working less than forty (40) hours per week shall receive straight time unless hours worked in a 7-day period exceed forty (40) hours; then they shall be compensated at one and one-half (1½) times for actual hours worked.

4.15 ~~Pay Plan Increases Cost of Living Adjustment~~

The annual budget approved and adopted by the City Commission may include ~~merit increases and/or incentives cost of living adjustment~~ as presented by the City Manager and the Finance Director.

4.20 Uniform Compensation

1. All field employees are required to wear a uniform provided that the department has adequate funding available in their fiscal year budget. Uniforms will be provided for each field employee, department head, supervisor, and/or employees that perform field work or are exposed to the elements. ~~Maximum limits to uniform compensations are established through an Administrative Regulation.~~
2. Uniforms issued to an employee shall become the responsibility of that employee for cleaning and maintenance. Loss or destruction of uniforms or equipment that is not a result of employee negligence may be replaced by the Department. Negligence or carelessness could result in disciplinary action and/or replacement through an employee paycheck.
3. With the exception of PPE, personal items purchased by the city for the employee and public officials are taxable benefits.
4. ~~If an employee voluntarily terminates position or is terminated by personal actions within 3 months of date of hire they will reimburse costs associated with uniforms. If the employee does not return items within 24 hours from termination, the cost of the items will be taken out of their final pay check.~~

SECTION 5. LEAVE AND HOLIDAYS

5.6 Annual (Vacation) Leave Payout

The purpose of vacation payout is to reduce the long term liability to the City and taxpayers associated with employee accrued leaves. It is the policy of the City to recognize employee service through the availability of vacation based on years of continuous employment to regular employees who are eligible for city benefits (as defined in City of Aztec Personnel Policy, Section 3.2 Categories of Employment). Vacation payout is available to all regular employees under the following provisions:

Vacation payout is subject to budgetary constraints as determined by the City Manager and Finance Director and may not be funded on an annual basis.

Employees who have a minimum of one hundred (100) hours vacation available ~~as of October 15th of the current year~~, may at their option, sell back vacation hours to the City as follows:

Vacations Hours Available	Vacation Hours Buy Out
100 hours	10 hours
150 hours	20 hours

200 hours	30 hours
250 hours	forty (40) hours

The Finance Department will advise employees, via city email, of the opportunity for vacation payout. The employee must provide written notification of intent to sell vacation hours ~~must be provided~~ to the Finance Department by the date identified in the email notice. ~~between the dates of October 25th and November 10th.~~ If insufficient vacation hours are available to the employee at the time of payout, the hours requested for payout may be reduced or eliminated. The employee ~~needs to should~~ consider future vacation ~~hour requirements plans~~ prior to a vacation payout request to avoid insufficient time available for a planned vacation or city holiday. Vacation payout will be processed on the pay date identified in the email notification by the Finance Department ~~with the pay date immediately preceding Thanksgiving (fourth Thursday in November)~~ and is subject to deductions required by law.

5.7 Personal Day

One regularly scheduled day with pay is provided as an additional benefit. A request for the personal day must be approved in advance. The personal day shall not carry over to the next calendar year.

All ~~full-time and part-time~~ regular employees shall be eligible for the personal day immediately upon employment and are limited to only one (1) personal day per year. When an employee terminates for any reason, the employee shall be paid for the accrued personal day.

Note:

If an employee is laid off or terminated and then rehired within the same calendar year, they are not eligible for another personal day for that calendar year.

5.8 Leave of Absence

Leave without pay (LWOP) shall be used only when all other appropriate leave has been exhausted (~~excluding the Personal Day~~). Upon written request by the employee and approval by both the Supervisor and the City Manager a period of leave may be granted without pay to any regular employee for a period of time not to exceed six (6) months. The City of Aztec shall not contribute to or maintain insurance, PERA, or any other retirement or benefit program for the employee while an employee is on leave of absence.

The following was moved from original 5.19 section:

This classification, hereinafter referred to as LWOP, may be awarded voluntarily or involuntarily for a variety of reasons.

1. Involuntary LWOP - Employees are usually assigned to this status for disciplinary reasons as a result of employee misconduct. In those cases LWOP status assumes the form of suspension from duty without pay for a specific period of time. In every case involuntary LWOP status is initiated by the Supervisor and approved by the City Manager.

2. Voluntary LWOP - LWOP may be approved only when all other leave has been exhausted. This type of leave may be requested by employees for a variety of reasons not covered under the Family and Medical Leave Act. Approval of LWOP is discretionary on a case-by-case basis. Each request shall be considered in terms of work load, staffing levels, business necessity, availability of personnel, timeliness, and other job-related factors.
3. Reinstatement from Involuntary LWOP Status - Reinstatement will be made only if a vacant position exists for which the employee who was on LWOP, qualifies. The City Manager shall make the final determination concerning reinstatement based on suitability, budgetary constraints, staffing levels, and other related factors.
4. Continuation of Certain Benefits during LWOP Status - The following shall apply when an employee is on LWOP for one full pay period or longer. The Supervisor is charged with the responsibility of making sure that employees receive information on what happens to their benefits during that period. The employee may continue as a member of the Employee Health Care Plan in accordance with the provisions of the applicable insurance contract by paying both his/her share and the City's share. If the LWOP status is due to medical disability, as defined by the Family Medical Leave, the employee may continue to be covered under the City's group insurance by paying his/her portion of the benefit. All other contributions such as accrual of Sick and Annual Leave, contributions to PERA and all other kinds of paid leave are forfeited during the period of LWOP.

5.9 Sick Leave

1. Sick Leave is an employee benefit provided by the City, which provides time off from regular duty, with pay, when an employee is unable to work due to illness, injury, or for a qualifying event as defined by the Family Medical Leave Act (FMLA and Section 5.18).
2. Sick Leave shall accrue at ninety-six (96) hours per year for regular full-time employees.
3. Employees regularly scheduled for less than eighty (80) hours but more than forty (40) hours per pay period shall accrue sick leave at the rate of 4.6155% of regularly scheduled hours per pay period.
4. Abuse of Sick Leave may result in disciplinary action up to and including termination. Sick Leave abuse is defined as charging Sick Leave for work absences when not sick, except for an FMLA qualifying event. Any of the following conditions may indicate a need to review sick leave use:
 - 1) Patterns of Use:
 - After pay day;
 - Using the same day of the week repeatedly;
 - The day before or after recognized holidays;
 - The day before or after annual leave; or
 - The day before or after weekends.

- 2) When a review of the Personnel Leave Register reveals that Sick Leave is being used at the same rate that it is being accrued.
- 3) The Supervisor may require an employee to provide verification from a physician that an absence was caused by a medical situation anytime there is reasonable suspicion that Sick Leave is being abused.
- 4) In the absence of approved family/medical leave, any employee wishing to take sick leave must notify his/her Supervisor of the illness prior to the time he/she is expected to report to work. Notification is to be made by telephone, text message, or other electronic device. The Supervisor may, at the time of the illness or upon the employee's return to work, require a doctor's statement confirming the medical necessity for the employee's absence. The Supervisor may also require a doctor's statement allowing the employee to return to work.
- 5) Whenever an employee has been absent from duty because of an injury/illness for three (3) or more consecutive days, the employee is required to have certification by a physician. **Failure to provide certification by a doctor for absence may result in leave without pay and/or disciplinary action.**
- 6) When employee's supervisor becomes aware of a potential FMLA event the Supervisor shall notify the Personnel Administrator to initiate the FMLA procedure.
- 7) In extenuating circumstance, an employee may use his/her accrued sick leave to care for members of his/her family inside or outside the hospital, and/or during surgery when recommended by the Supervisor and approved by City Manager. Family members are defined as follows: spouse, son, daughter, mother, father, brother, sister, grandparent, grandchild, step-parent, step-child, step-sibling, foster/adoptive child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, or domestic partner.

Note: Notification from another employee or relative is not acceptable, except in an emergency situation.

5.15 Bereavement Leave

~~Full-time, part-time, and probationary~~ Regular employees may take up to ~~five-regularly scheduled days~~ forty (40) hours of paid *Bereavement Leave* for a death in the immediate family. For the purpose of this section, immediate family shall include spouse, son, daughter, brother, sister, mother, father, grandparent, grandchild, step-parent, step-child, step-sibling, foster/adoptive child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law

In the event funeral services are being held at a location greater than 200 miles from the City of Aztec, the employee may be permitted to extend his or her bereavement leave using accrued vacation time, professional time, or the employee's personal day as approved by Supervisor.

Upon approval of the City Manager, the employee may be authorized a paid absence of one day to attend the funeral of a friend or relative not listed above. Payment for Bereavement Leave shall be computed at the bereaved employee's regular base rate.

5.16 Military Leave

1. Military Leave is a benefit which gives regular employees an opportunity to fulfill their annual active duty training obligation in the active reserves or National Guard.
2. Employees are asked to inform their Supervisors as soon as notification is received. Members of organized reserve units or the National Guard ordered to active duty training shall be given up to eighty (80) hours of paid military leave per calendar year. These eighty (80) hours are in addition to other leave benefits.
3. If the period of duty exceeds the eighty (80) hours, the employee may use accrued vacation leave, **professional leave**, or his/her personal leave day.
4. Employees on military leave with pay shall continue to accrue annual and sick leave.
5. This policy does not apply to temporary employees.
6. Veterans Day Observance – any employee who is a Veteran shall be provided Veterans Day off as an additional benefit, and shall be paid his/her regularly scheduled hours, provided this will not cause undue hardship within a department.

Reference: [The Uniformed Services Employment and Reemployment Rights Act \(USERRA\)](#)

5.23 Inclement Weather Leave

It is the policy of the City of Aztec to remain open and conduct normal city business in all kinds of weather, unless the City Manager and/or Chief of Police determine conditions are so severe that travel is prohibited.

In the event of inclement weather that decreases the safety of our streets and roads, the City will operate under a delayed schedule:

1. If the City school system delays classes for 2 hours – City offices will open at 10:00 am.
2. If City school system closes for the day – City offices will open at 10:00 am. The decision to close city offices will be determined by City Manager and/or Police Chief. This decision is based entirely upon the concern for the overall safety of employees.
3. Any employee may come to work before City offices are open to the public, however employees are asked to use their best judgment in determining the safest route.
4. Department Heads may allow employees to report to work at different times due to weather conditions at and near his/her home, however department heads are responsible for the daily functions of the department.
5. All essential staff must report to work taking extra precautions when driving. Essential staff include; Police, Public Works, Electric and any other department that is deemed essential by the City Manager.

The City Manager will make the official call **as early as possible but no later than 6:00 am** ~~(for 10 hr days) and 7:00 am (for 8 hr days)~~. The City Manager will **text notify** all department heads.

Department heads are responsible for establishing notification procedures within their respective departments and advising employees of city delays or closings.

Note: Information Technology (IT) Department will be responsible for alerting the local news media and placing information on both the City website and other media sites (Facebook, Twitter, television, radio, etc.)

5.24 Domestic Abuse Leave

It is the policy of the City to grant up to 14 days per **calendar** year of paid or unpaid leave to employees who are victims of domestic abuse to secure an order of protection, meet with attorneys, and attend court related proceedings (New Mexico State Law - Domestic Violence).

1. Definitions:

Domestic Abuse

An incident of stalking or sexual assault, whether committed by a household member or not, or any incident by a household member against another household member that results in:

- 1) Physical harm;
- 2) Severe emotional distress;
- 3) Bodily injury or assault;
- 4) A threat causing imminent fear of bodily injury by any household member;
- 5) Criminal trespass;
- 6) Criminal damage to property;
- 7) Repeatedly driving by a residence or work place;
- 8) Telephone harassment;
- 9) Harassment; or
- 10) Harm or threatened harm to children.

Household Member

A spouse; former spouse; family member, including a relative, parent, present or former stepparent, present or former in-law, child or co-parent of a child; or a person with whom the petitioner has had a continuing personal relationship.

2. An employee who experiences domestic abuse may take up to 14 days per calendar year to:

- 1) Pursue an order of protection or other judicial relief.
- 2) Meet with law enforcement officials.
- 3) Consult with attorney, district attorney, or victim advocates.
- 4) Attend court proceedings for themselves, their child or a child for whom they are a legal guardian.

1. Procedures/Verification.

Employees requiring domestic abuse leave in an emergency must notify their Supervisor within 24 hours of starting leave. Otherwise, employees requesting domestic abuse

leave must provide as much notice as possible of the circumstance. The verification may be a police report regarding the incident, a copy of an order of protection, or other court evidence such as a written statement from the employee's attorney, district attorney, victim advocate, or prosecuting attorney stating that the employee, employee's child, or child for whom the employee is a guardian is scheduled to appear in court.

2. Privacy.

All information received from the employee shall be kept confidential. The City shall not withhold benefits coverage from an employee during the time he/she is on domestic abuse leave.

SECTION 6. DISCIPLINARY ACTION AND TERMINATIONS

6.2 Grounds for Disciplinary Actions

Listed below are some, but not all, of employee actions which are reasons for disciplinary action or automatic termination. *This list is not exclusive. Incidents requiring discipline shall be handled on a case-by-case basis.*

1. Probationary Employees. At any time during the probationary period, or any extensions thereof, an employee whose performance does not meet the required standards of the position shall be terminated if the Supervisor does not believe that an extension of the probationary period would be of benefit. In such cases, the employee does not have the right to the grievance procedure since the probationary period is the final step in the selection process of regular employees.
2. Obtaining employment on the basis of false or misleading information.
3. Insubordination.
4. Continued unsatisfactory performance of duties.
5. Failure to work overtime when directed to do so by a supervisor.
6. Working hours not authorized by Supervisor.
7. Unwillingness of an employee to work satisfactorily with others; specifically due to any type of discrimination because of race, color, religion, sex, national origin, age, disability, sexual orientation and gender identity, ancestry, physical or mental handicap, serious health condition, spousal affiliation, or any other legally protected status.
8. Violation of safety rules and policy which endangers oneself, other employees, or the public.
9. Willful, negligent or careless operation or maintenance of city equipment.
10. Use of foul or inappropriate language that is offensive to other employees, or the public.

11. Violation of the Drug and Alcohol Policy.
12. Any employee convicted of a second or subsequent DWI Offense, in accordance with NM Self Insurers Fund Policy, shall be excluded from coverage.
13. Any employee exceeding 6 points in a twelve (12) month period on their driving record, in accordance with NM Self Insurers Fund Policy, shall be excluded from coverage.
14. Loss of driver's license.
15. Unauthorized absence(s).
16. Continual tardiness.
17. Conflict of interest which results in private gain to the employee or detriment to City.
18. Coercion, intimidation, assault (including sexual assault), or threat of reprisal to any other employee.
19. Harassment of any kind on or off work premises, at any time (during work or after work hours), through means of text messaging, emails, cyberbullying, phone calls, personal confrontation, **negative** gossip, city or privately owned computers or similar devices.
20. Any employee activity which is found to substantially affect or lead to diminishing of the integrity, efficiency, or discipline of city service.
21. Theft or willful destruction of city property or co-workers property.
22. Acceptance of bribes.
23. Employees charged with criminal activities. (Employees may be placed on Administrative Leave with Pay or Leave without Pay pending final determination, or may be assigned other duties pending a final outcome of the matter. Each situation under investigation shall be administered on a case-by-case basis. The City Attorney shall review each case and advise the Supervisor, the Personnel Administrator, and the City Manager.
24. Fraud, embezzlement, or vandalism from the City.
25. Abuse of legitimate grievance processes resulting in repeated unsubstantiated claims.
26. Conviction of a felony the following shall apply:

Any employee who is indicted for a felony or who is bound over to District Court may, unless incarcerated, be retained on duty in present position pending final disposition of the matter by a court of law. *Exception:* If the crime for which the employee has been indicted or bound over is due to an alleged impropriety against the government or is of heinous or repugnant nature, the City reserves the right to suspend employment (without pay) until the matter is resolved. No employee charged with theft, fraud, embezzlement or vandalism against the City will be allowed to work until final disposition has been made. If the employee is vindicated the section below shall apply.

If incarcerated the employee may be placed on Leave without Pay. If the crime of which the employee is accused involves a tort or injury to a fellow employee, then the employee who is alleged to be the victim may request leave. Leave with pay for the victim shall be approved by the City Manager.

27. Any employee accused of using his/her position with the City for personal gain or to intimidate, coerce, implicate, or influence another citizen, or to obtain special favor or consideration, shall be placed on Leave without Pay pending thorough investigation of the allegation. Legal authority shall immediately be consulted for investigation and recommended action in such matters.
28. Violation of the City of Aztec Procurement Policy, established procurement procedures, and/or Chapter 13 Public Purchases and Property NMSA 1978.

SECTION 7. EMPLOYEE ETHICS, GRIEVANCES & DISCRIMINATION COMPLAINTS

NO CHANGES

SECTION 8. EMPLOYEE PERFORMANCE REVIEWS

8.4 Evaluation Review

1. The Supervisor will be available to meet with the employee to review the evaluation.
2. Employee shall be responsible for following through on goals, objectives and comments as noted on the evaluation.
3. Each employee has the right to comment on his or her performance review. If the employee chooses to do so in writing, such comments shall be included in his/her personnel file.
4. The performance evaluation shall be signed both by the employee and supervisor **within four (4) work days of the employee receiving their evaluation.**
5. A performance review does not always result in an automatic salary increase.
6. No presumption of performance shall be made in the absence of a performance review.
7. **When necessary, the Supervisor may create a Performance Plan for an employee who does not evaluate well. The Performance Plan will identify areas where improvement is required and how those improvements can be achieved in order to improve their future evaluation.**

SECTION 9. PERSONNEL RECORDS

9.9 Former Employees

Former employees may be given, (upon written request) copies of documents in his/her personnel file. ~~When a previous employee is rehired, a separate record file shall be prepared and maintained~~

SECTION 10. DEFINITIONS

Arrests

Any employee arrested for a criminal violation or traffic offense must notify the City of Aztec of such within five (5) days of the incident.

Citation

Any employee issued a citation for a criminal violation or traffic offense must notify the City of Aztec of such within five (5) days of the incident.

Pay Day

The normal payday shall be every other Thursday ~~when City is on a 4/10 schedule, otherwise payday shall be every other Friday~~ (26 pay periods per year). If payday falls on a bank holiday, payday shall be the previous business day. Applicable federal, state and local income taxes, as well as Federal Social Security taxes are withheld from each paycheck. The City reserves the right to obey all laws that pertain to paychecks including garnishments. Checks may be released early, but only in cases of emergency, and only after approval by the Supervisor. Report a lost check to Supervisor immediately.

All paychecks shall be issued through Direct Deposit. A Direct Deposit account must be established within 30 days of hire. Any paper checks and Notices of Deposits (NOD) are the responsibility of Department Heads. Final pay checks for terminated employees shall be through direct deposit or physically mailed, pending approval by department head.

Notice of Deposit

Employees will receive an electronic copy of their Notice of Deposit to the employee's city and/or personal email. In the event email delivery is not possible, a paper copy of the Notice of Deposit will be generated. Department Heads will receive and be responsible for the distribution of the paper Notice of Deposit. There are no exceptions to a Notice of Deposit unless a paper check is generated due to a change in an employee's banking situation. An employee has 30 days to notify the Finance Department of new bank information.

Tax Forms

The City will provide annual tax forms as required by federal, state, and local laws. Tax forms will be delivered to existing employees through internal mail delivery and mailed to terminated employees. Copies of tax forms are available upon request (verbal or written) to the Finance department. If an employee requests release of documents to another individual, the request must be in writing and include full name, address, phone number, birth date, and drivers license. The individual picking up the tax forms must present identification (including photo) which includes the information above. The finance department will make a copy of the identification presented and retain with the permanent tax form record for the employee.

Training

The City may pay for expenses incurred for attending an accredited college or university class, training seminar, or certification program which is directly related to the employee's job and for which budgeted funds are available. Prior approval for all training is required.

In so far as possible, work schedules for employees may be adjusted to permit employee participation in an approved City training program. Probationary employees may be allowed to attend trainings and seminars when approved by their Immediate Supervisor and/or Department Head. College Classes and Certification Programs are available to regular full time employees at the completion of their probationary period. Covered expenses may include:

Apprenticeship Programs. Refer to Departmental Policy.

CDL Licensing.

The City shall pay for the initial licensing and DOT physicals required in obtaining a CDL when it is a requirement of the employee's job.

Obtaining a CDL requires a rigorous training and testing period, requiring study and self discipline. Each employee required to obtain a CDL must study and pass each requirement needed to obtain a CDL classification listed in their job description.

All academic studies for a CDL must be done by the employee on his/her own time.

Once an employee has successfully passed his/her written examinations and has been issued a CDL driving permit by the State Motor Vehicle Department (MVD), the City, depending on the department and staffing, may help and train an employee in preparation for taking the required driving examination.

Each employee is required to be declared fit for the job, according to federal standards, by a medical doctor or receive a medical waiver from the State MVD.

If an employee obtains additional endorsements that do not apply to the employee's work, the cost for the extra testing endorsement is paid out of pocket by the employee.

Physicals and drug screens as required by Department of Transportation (DOT) will be paid by the City only if CDL Licensing is a requirement of the employee's position, as outlined in the employee's job description and/or apprenticeship agreement. Failure to obtain **and maintain** a CDL shall result in disciplinary action including demotion or termination.

Renewals of a CDL license shall be paid by the employee.

Certification Programs.

The Department Head shall determine the need for certification within the department. The City shall pay travel and per diem for two out-of-town short schools per year per employee. (Examples: Water Wastewater, Finance Officer Certifications)

Unless the employee has a reason constituting an emergency, 100% attendance is mandatory.

At the completion of the short school, verification of grade must be submitted to the Personnel Administrator.

Departmental policies and job descriptions shall determine the requirements for continued employment as it relates to required certifications.

Note: *City Manager has the final decision when reviewing circumstances that may require employees to reimburse the City for costs associated with college classes or certification programs.*

College Classes.

Tuition, books, and fees shall be paid by the City at 100% for a grade of “C” or above or a grade of “pass” in a pass/fail course.

At the completion of the class, the employee must submit verification of the grade to the Personnel Administrator.

If a grade of less than a “C” is received, or a “fail” received, the employee shall be responsible to repay the City for tuition, books and fees associated with the class. However, under certain circumstances, this requirement may be waived by the City Manager.

If the employee terminates employment and has not completed the class, the employee shall be responsible to repay the City for tuition, books, and fees associated with the class.

Police Academy.

All entry level patrolmen not certified by the State of New Mexico shall attend and complete the required police training at an approved New Mexico Police Academy within their first year of employment with the City.

Certification is a state requirement; failure to complete the program constitutes termination of employment with the City.

Safety Training

City employees will be required to take a certain amount of Safety Training classes to fulfill the hour requirements established by the Self Insurer’s Fund. This requirement establishes the minimum requirement for all employees. Individual department safety training requirements may exceed the minimum hours and employees should communicate with their supervisor/department head to understand the specific requirements of the employee’s position.

Sexual Harassment Training (Mandatory)

City employees will be required to take a sexual harassment training course every two (2) years.

SECTION 11. DEPARTMENT POLICIES

NO CHANGES

SECTION 12. CITY VEHICLE POLICY

12.1 City Vehicle Use

Certain employees are required to use City-owned vehicles to carry out their duties. Any employee who operates a City vehicle must follow these rules:

1. Employee must possess a valid operator's license for the class of vehicle being driven.
2. Employee using the vehicle must be conducting City business.
3. Employee must receive prior approval from Supervisor and City Manager before driving vehicle for personal use.
4. Employee is responsible for checking the vehicle at the beginning of each workday to assure that the vehicle is in good mechanical condition and properly equipped.
5. The driver of the City vehicle is responsible for the condition of the vehicle.
6. Employee(s) must wear seat belt(s) at all times while vehicle is in motion. The driver shall instruct any passenger to fasten seat belt before vehicle is in motion.
7. Employee must operate the vehicle in a safe manner conforming to traffic laws and road conditions.
8. Smoking is prohibited in all City vehicles.
9. Employee shall not leave keys in vehicles for any reason.
10. Flammables such as gasoline must be stored in approved containers for transportation.
11. All accidents must be reported immediately.
12. Any employee who has an automobile accident caused by the employee must submit to a drug screen within two (2) hours of accident. In the event the employee is injured and medical attention is required, the drug screen shall be administered at the hospital or urgent care.
- ~~13. Minimum City vehicle is 18 years old and must have a valid driver's license with no restrictions and an acceptable motor vehicle record.~~
13. Operators of a municipal vehicle must have a valid driver's license with no restrictions and an acceptable motor vehicle record.
14. City liability insurance requires that ALL city employees attend defensive driving every two (2) years provided by the city OR the employee may provide evidence of attendance through other equivalent and approved course.

Any violation of the rules listed above may result in disciplinary action up to and including termination.

SECTION 13. DRESS CODE POLICY**NO CHANGES****SECTION 14. DRUG AND ALCOHOL POLICY****14.5 Employees**

1. Notification to Supervisor of Authorized Drug Use. Each employee shall report the use of medically authorized drugs which can impair job performance to the immediate supervisor. **The supervisor in turn must notify the HR department.** It is the employee's responsibility to determine from the physician whether or not the drug would impair job performance depending upon the nature of the employee's job. Failure to report the use of such drugs or failure to provide proper evidence of medical authorization will result in disciplinary action. Any information received from an employee under this provision will be kept confidential except to the extent it may be shared with individuals who are in a need to know position.

The City of Aztec reserves the right to have a physician of its own choice determine if the medication produces hazardous effects at the prescribed dosage and may restrict the employee's work activity.

2. Additional Employee Responsibilities. Each employee who observes or has knowledge of another employee in an impaired condition to perform the job duties or who poses a hazard to the safety and welfare of the employee or others shall promptly report this fact to the immediate supervisor. The employee making the observations must file a written report to the suspected employee's supervisor by the end of the shift of observing or learning of the condition. Any employee concealing the use of or condition of being under the influence of drugs, controlled substances, or alcohol by other employees on the job, or failing to make such a report will be subject to disciplinary action.

Any employee who makes a reasonable cause observation or who may be a witness at an accident scene shall also maintain complete confidentiality. Breach of confidentiality in the matter will subject the employee to disciplinary action.

3. Call Back to Duty. Employees called back to work at a time when they are off duty and not on stand-by duty, and they have been consuming intoxicants, those employees shall report this usage to the person calling them for special duty. Employees will not be required to report for call back duty until such a time that they are in compliance with this drug and alcohol policy (or their own departmental policy if it is stricter than this policy).
4. Employee Cooperation. All employees are expected to cooperate in the testing process. Any conduct that clearly obstructs the testing process such as tampering with the specimen or the testing procedure will result in termination.
5. Required Drug and/or Alcohol Testing. Testing shall be conducted:

- (1) After an offer of employment.
 - (2) After an accident (see definitions).
 - (3) After a vehicle accident (see definitions).
 - (4) When a reasonable suspicion exists (see definitions).
6. Testing Methods. The methods by which substance abuse or alcohol use will be tested may include, but are not limited to, the following:
- (1) Urinalysis
 - (2) Breath analysis
 - (3) Blood screening
 - (4) Hair analysis
7. The supervisor of an employee who is seriously injured and cannot provide a breath or urine specimen at the time of the accident will notify the HR Personnel Administrator to notify the hospital and request that the hospital perform the tests necessary to determine the presence of controlled substances or alcohol in the employee's body at the time of the accident.

14.10 Employee Convictions

~~Any employee cited or arrested of a violation of a criminal drug or alcohol statute must notify the City of Aztec Personnel Administrator of such conviction within five (5) days of the conviction occurring.~~ Convictions are subject to disciplinary action up to and including termination even for the first offense.

SECTION 15. SMOKING AND ELECTRONIC CIGARETTE POLICY

NO CHANGES

SECTION 16. UNIFORM POLICY

NO CHANGES

SECTION 17. SOCIAL MEDIA POLICY

NO CHANGES

SECTION 18. MOTOR VEHICLE POLICY

NO CHANGES

SECTION 19. VOLUNTEER POLICY

NEW

19.1 Purpose

This policy establishes this department's position on the utility and management of its volunteer program and provides guidance on its management and administration.

19.2 Policy

Volunteers can be an important part of any organization and are proven to be a valuable asset to law enforcement agencies. Volunteers help to increase police responsiveness, service delivery, and information input, and they provide new program opportunities. In addition, volunteers can bring new skills and expertise to the job and prompt new enthusiasm. It is the policy of this police department to use qualified volunteers for specified tasks and duties that can create efficiencies for the department and improve services to the community. Volunteers are intended to supplement and support, rather than supplant, sworn officers and civilian personnel.

19.3 Definitions

Volunteer

Someone who performs service for the department without promise, expectation, or receipt of compensation for services rendered.

19.4 Procedures

1. Administration.

The Department Head or designee shall be responsible for the following:

- 1) Recruiting, selecting, and training qualified volunteers for various positions;
- 2) Maintaining employment records for each volunteer;
- 3) Maintaining the volunteer handbook, which outline expectations, policies, and responsibilities for all volunteers;
- 4) Maintaining a record of volunteer schedules and work hours;
- 5) Completion and dissemination as appropriate of all necessary paperwork and information;
- 6) Planning periodic recognition events; and
- 7) Administering discipline when warranted.

All requests for volunteers shall be through human resources and city management.

2. Recruitment.

Volunteers shall be recruited on an as needed basis. A primary qualification for participation in the application process shall be an interest in and an ability to assist the agency in serving the public.

3. Screening.

- 1) All prospective volunteers shall complete the volunteer application form.

- 2) The Department Head shall conduct a face-to-face interview with an applicant under consideration.
- 3) A documented background investigation shall be completed on each volunteer applicant and shall include but not necessarily be limited to the following:
 - Traffic and criminal record
 - Employment
 - References
4. Selection and Placement.
 - 1) Upon their selection, applicants shall receive a confirmation letter prior to the start of service.
 - 2) All volunteers shall receive a copy of the volunteer handbook.
 - 3) All volunteers shall be required to sign a volunteer agreement.
 - 4) Volunteers shall be placed only in job assignments or programs that are consistent with the knowledge, skills, abilities, and needs of the department.
5. Position Description.
 - 1) Volunteers shall be provided with a comprehensive written position description detailing their duties.
 - 2) Volunteers shall be used only in accordance with this description. Volunteers shall not work without a written job description or outside the limits of job responsibilities specified to the job description.
 - 3) Position descriptions shall be reviewed periodically to ensure that they accurately reflect the volunteer's duties and responsibilities.

19.5. Training

1. Volunteers shall be provided with an orientation program to acquaint them with the department, personnel policies, and procedures that have a direct impact on their work assignment.
2. Volunteers shall receive position specific training to ensure they have adequate knowledge and skills to complete tasks required by the position.
3. Volunteers shall receive periodic ongoing training as deemed appropriate by their supervisor or Department Head.
4. Training shall reinforce to volunteers that they may not intentionally represent themselves as, or by omission infer that they are full-time members of the department. They shall always represent themselves as volunteers.
5. All volunteers shall comply with the rules of conduct and with all orders and directives, either oral or written, issued by the department.

19.6 Fitness for Duty

1. No volunteer shall report to work or be on duty when his or her judgment or physical condition has been impaired by alcohol, medication, other substances, illness or injury. All volunteers must comply with the City's Personnel Policy.
2. Volunteers shall report to their supervisor any changes in status that may affect their ability to fulfill their duties. This includes but is not limited to the following:

- 1) Driver 's license
- 2) Medical condition
- 3) Arrests
- 4) Criminal investigations

19.7 Dress Code

1. Volunteers shall conform to department approved dress consistent with their duty assignment.
2. Uniforms authorized for volunteers shall be readily distinguishable from those worn by regular department employees.
3. No volunteer shall wear his or her uniform or identifiable parts of that uniform while off duty.
4. Volunteers shall be required to return any issued uniform or department clothing at the termination of service.

19.8 Confidentiality

1. With appropriate security clearance, volunteers may have access to confidential information. Unless otherwise directed by a supervisor or departmental policy, all information shall be considered confidential. Only that information specifically identified and approved by authorized personnel shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by departmental policy and supervisory personnel.
2. Each volunteer shall sign a nondisclosure agreement. Subsequent disclosure of any incidental information, verbally in writing, or by any other means, shall be grounds for immediate dismissal and possible criminal prosecution.
3. Volunteers shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to a newspaper or other periodical, release or divulge any information concerning the activities of the agency or maintain that they represent the agency in such matters without permission from the proper agency personnel.

19.9 Property and Equipment

1. Volunteers shall be issued an identification card that must be worn at all times while on duty.
2. Any fixed and portable equipment issued by the agency shall be for official and authority use only.
3. Any property or equipment issued to a volunteer shall remain the property of the City and shall be returned at the termination of service.

19.10 Disciplinary Procedures and/or Termination

A volunteer may be removed from the volunteer program at the discretion of the Department Head. Termination of volunteers shall not be subject to due process considerations and volunteers shall have no property interests in their continued employment.

19.11 Evaluation

1. An evaluation of the overall volunteer program shall be conducted on an annual basis.
2. Regular personnel evaluations shall be conducted with volunteers to ensure the best use of human resources available, to ensure personnel problems can be identified and dealt with promptly and fairly and to ensure optimum job satisfaction on the part of volunteers.

SECTION 20. TRAVEL POLICY

NEW

20.1 Purpose

The purpose of this policy is to establish the rules and procedures governing travel expenditures of salaried and non-salaried employees and public officers of the City of Aztec (City) 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.

20.2 Definitions

When used in this Administrative Regulation, the following terms will have these definitions:

Board or Committee Meeting

The formal convening of public officers who comprise a board, advisory board, commission or committee even if no further business can take place because of the lack of a quorum.

Contract Employee

A person who works as an independent contractor for the City but is not paid from the City's payroll as an employee.

Credit Card

A credit card issued in the name of City of Aztec and assigned to an employee on an as needed basis to be used solely and expressly for City purchases and travel.

Employee

A person who is in the employ of the City. When the term "employee" is used in this policy, it shall mean all employees, contract employees, public officers and non-salaried public officers as defined in this Section 3, unless otherwise specified.

Non-salaried Public Officer

A public officer serving as a City appointed member of a board, advisory board, committee or commission who is not entitled to compensation but is entitled to reimbursement for City travel related expenditures.

Out of State

Beyond the exterior boundaries of the State of New Mexico.

Overnight Travel

Overnight lodging is a component of the travel.

Procurement Card

A credit card assigned to the Employee in his/her name by the City to be used solely and expressly for City purchases and travel.

Public Officer

Every elected or appointed officer of the City including all board, advisory board, committee and commission members elected or appointed to a board, advisory board, committee or commission specifically authorized by law or validly existing as an advisory committee pursuant to Section 9-1-9 NMSA 1978.

Receipts

Documentation of expenses incurred while traveling. Receipts must include the name and address of vendor, date and time of purchase, itemized, and total amount paid. Tips may be handwritten on the receipts. Receipts which include alcoholic beverages will NOT be reimbursed by the City. Lodging receipts which include food service must also be itemized for food purchases. Department Head must approve phone charges. No in room movies or other entertainment will be paid by the City. Fuel receipts must include the unit number and odometer reading on receipt (either printed as result of input at pump or handwritten).

Travel

Being on official business at least 35 miles from the designated post of duty of the employee or public officer as defined in 2.42.2.7.L NMAC. Non-salaried public officers are eligible for actual expense reimbursement for attending meetings outside the municipal boundaries in accordance with Section 5.A. of this policy.

Travel Voucher

The documents required for the purpose of requesting approval of and finalizing completed travel.

20.3 Administration

The City Manager will administer all policies and regulations relative to the travel of City employees. Department Heads are responsible for enforcing the travel policy and administrative regulation to ensure that expenses are appropriate, reasonable, and cost effective to the City and are within their department's budget. Completion of a travel request is required for all official travel greater than 6 hours.

Example: Partial day for less than 6 hours, then a travel voucher is not required. Travel expenditures include but are not limited to meals, mileage, parking fees, gratuities, and taxi fare. Fuel cost alone does not require a travel request.

20.4 Partial Day Rates (No Overnight Travel)

Itemized receipts are required for reimbursement of actual travel expenses for travel when overnight lodging is not required. Reimbursement rates are established through an Administrative Regulation.

20.5 Overnight Travel

Itemized receipts are required for reimbursement of actual travel expenses for travel when overnight lodging is required. Reimbursement rates are established through an Administrative Regulation.

To be reimbursed, employees must submit receipts for actual meals, tips and lodging expenses. Meal receipts are to show itemized purchases. If the receipt does not show an itemization of purchases, the employee shall write an itemization on the face of the receipt and attest to expenses by initialing the receipt. An affidavit from the employee attesting to the expenses may be substituted when actual receipts are lost or misplaced. The affidavit must accompany the travel voucher and include the approval of the Department Head. Other expenses will be reimbursed in accordance with Section 20.6.

20.6 Reimbursement for Other Expenses

1. Gratuities. Employees may be reimbursed for gratuities and other expenses in addition to actual travel expense reimbursements previously cited in this policy.
 - 1) Gratuities should be within the usual and customary range typically between 15% and 20%. Gratuities in excess of 20% per individual meal will not be approved. Such reimbursements are not an absolute and should be associated with tips for meals, taxi or shuttle drivers, porters and bell hops.
 - 2) Receipts for gratuities will be required if more than \$6.00 per day or \$30.00 per trip is claimed.
2. Public Transportation. Reimbursement will be provided for actual expenses incurred with receipts for public transportation to include taxis, shuttles, buses and metros, and parking.
3. Telecommunications. Reasonable telecommunications expenses (telephone expenses, faxes and copies) will be reimbursed in accordance with each Department Head's policy.
4. Baggage Fees. Airline baggage fees may be reimbursed
 - 1) Baggage fees must be avoided whenever possible, consistent with the length and purpose of the City business necessitating the travel;
 - 2) Baggage fees may only be reimbursed if incurred because of the length and/or purpose of the City business necessitating the travel;
 - 3) When baggage fees cannot be avoided, employees must make reasonable effort to minimize them; and
 - 4) When considering different flights, a traveler must factor baggage fees into the cost.

20.7 Unallowable Expenses

1. Personal items such as toiletries (i.e., comb, toothbrush, shampoo).

2. Medications including over the counter items such as; cough drops, aspirin, cold/sinus medicines. Examples listed are not an all-inclusive listing.
3. Alcohol.
4. In room movies.
5. Any type of entertainment.
6. Any travel expenses paid or reimbursed by outside agencies or citizen/corporate associations will not also be paid by the City.

Example: The City pays \$45 for meals for an employee to travel out of state to assist in teaching a class and the employee is reimbursed by another agency for \$50, then \$45 must be returned to the City.

20.8 Other Guidelines

1. Travel for Educational Purposes. An Employee shall not be reimbursed for more than 30 calendar days of travel expenses in any fiscal year for attending educational or training programs unless approval has first been obtained from the City Manager.
2. Expense Reimbursement in Conjunction with Other Leave. While traveling, if an employee takes sick, vacation or authorized leave without pay during the normal work day or subsequent days, reimbursement for actual expenses will be allowed based on the projected return time if the employee had not taken personal leave.

Example: An employee attends a one and a half-day conference in Albuquerque that concludes at 11:00 a.m. on Thursday. The employee decides to stay in Albuquerque Thursday afternoon, use some vacation time, visit a friend, and return home Thursday night at 10:00 p.m. If the employee had returned home immediately, the projected return time would be 3:00 p.m. Consequently, the expense reimbursement is based on a partial day concluding at 3:00 p.m. rather than the actual time the employee returns home Thursday evening.

3. Illness or Emergency. The City will reimburse actual travel expenses, subject to policy limits, on a prorated basis to an employee who becomes ill or is notified of a family emergency while traveling on official business and must either remain away from home or discontinue the official business to return home for the business portion of the travel. The City can request supporting documentation from the employee of the illness or the emergency such as doctor's or hospital statements.

20.9 Travel Advances

1. If the employee is the holder of a City issued procurement card or credit card, no travel advance will be provided. If a city credit card is available for use, no travel advance will be

provided.

2. Advances to the employee will be allowed for up to 80% of estimated expenses for meals and mileage cost and be provided to the employee no earlier than one week prior to departure. Employees shall remit, within 5 days of the return from the trip, a refund of any excess advance payments as calculated by the travel coordinator. Refund payments to the City should be by check or money order. If cash is used, the employee will personally take the funds to the utility customer service department and attach the stamped receipt to the travel voucher before delivering the completed travel voucher to their respective Department Head. Cash reimbursements sent through inter-office mail will not be accepted.
3. If completed travel vouchers are not returned to the City within the 5 day period, no further advances will be approved for the employee until such travel voucher is finalized.

20.10 Mileage Reimbursement and Transportation

The mode of transportation used should be that which creates the least overall expense to the City as determined by the appropriate Department Head. Reasonable effort must be made to find appropriate transportation within the City's fleet.

Total mileage reimbursement for out-of-state travel by privately owned automobile or privately owned airplane shall not exceed the total coach class commercial airfare that would have been expended for those traveling had they traveled by common carrier.

1. Vehicle Mileage Reimbursement.

- 1) If a city vehicle is unavailable and authorization is obtained from the Department Head, the employee may take their personal vehicle and mileage will be reimbursed at the Internal Revenue Service (IRS) standard mileage rate set January 1st of the previous year.
- 2) Allowable miles are calculated pursuant to the mileage chart of the official state map published by the State Highway and Transportation Department for distances in New Mexico and the most recent edition of the Rand McNally road atlas for distance outside of New Mexico <http://www.randmcnally.com/mileage-calculator.do>; or
- 3) Pursuant to actual mileage if the beginning and ending odometer reading is certified as true and correct by the employee; and, the destination is not included on the official state map or on the Rand McNally road atlas;
- 4) Employees are allowed 10 miles per day for commuting at the destination. If additional mileage is incurred in the performance of official duties, the employee must document those miles and duties and submit to Department Head for approval.
- 5) Excluding elected public officers and non-salaried public officers, when personal automobiles are used for the convenience of the employee instead of an available City vehicle and prior approval has been obtained from the Department Head, mileage reimbursement will be for "gas receipts" only.
- 6) If a City vehicle or personal vehicle is unavailable, a rental car can be provided to an

employee. No employee will be required to use a personal vehicle for City business.

2. Aeronautical Miles.

Privately owned airplanes will be reimbursed at the rate established in the Administrative Regulations with mileage determined by the following:

- 1) Pursuant to the New Mexico Aeronautical Chart published by the State Department of Transportation, Aviation Division, for distances in New Mexico and other states' air maps for distances outside of New Mexico; or,
- 2) Pursuant to actual air mileage if certification is provided by the pilot or a beginning and ending reading of actual mileage if the reading is certified as true and correct by the employee and the destination is not included on an air map.

3. Rental Vehicle.

When a City employee is driving a rental vehicle on City business, use the city credit card to pay for the rental. Do NOT purchase the loss damage waiver (coverage on rental vehicle), the city credit card includes rental car coverage. DO purchase the supplemental liability coverage of \$1,000,000 (coverage for non-employee passengers, other vehicle's damage and occupants) at the time of reservation/rental.

20.11 Accident Procedure

1. When an employee is involved in an accident in a city vehicle, the employee is instructed to:
 - Assess your condition then Dial 911 for police/emergency services.
 - Call your supervisor as soon as possible
 - If the vehicle is not operable, have it towed. Remove all personal items and get tow-in sheet and business card of wrecking service. Contact one of the following rental car agencies:

Avis:	1-800-331-1212
Budget:	1-800-527-0700
Enterprise:	1-800-261-7331
 - Go to the nearest Urgent Care facility (including hospitals) and have a drug/alcohol test completed, use city credit card to pay.
 - If in a rental car and city VISA credit card used for the rental, contact the Benefit Administrator at 1-800-VISA-911 to report the theft or damage regardless of whether your liability has been established.
2. City-rented vehicles are for official City business only.
3. Vehicles rented for personal use in conjunction with City-related travel may be rented on the same rental contract but the employee will need to pay for the personal use portion of the rental with a separate personal credit card. The employee may not use a City credit card or P-card to pay for the personal portion of the rental.
4. Any insurance claims that arise when personal vehicles or personal airplanes are used must initially be filed against the employee's carrier.

20.12 Non-Salaried Public Officials

Provided that the board, commission or committee meeting is held 35 miles outside of the municipal boundaries, non-salaried public officers will be reimbursed in accordance to this Travel Policy and rates established in the Administrative Regulation.

20.13 Miscellaneous Provisions

1. Department Heads will establish procedures for employee travel arrangements and approvals within their respective departments.
2. Several employees traveling to the same destination are encouraged to car pool in a city vehicle.
3. Travel expenses incurred by a family member or guest of the employee will not be reimbursed.
4. Employees traveling in City vehicles or rental cars provided by the City may take non-City employees on the trip with them with prior approval from their respective Department Head.
5. Non-employee or non-volunteers who may be traveling with City employees or volunteers are not authorized to drive city vehicles except in emergency situations.
6. Travel time will be paid to employees pursuant to the Fair Labor Standards Act.
7. City procurement or credit cards are to be used for travel such as hotel lodging, airline tickets, rental cars and meals. Procurement cards can be used by those employees to whom they have been assigned as long as the business travel expenses incurred occurred while on official business for the City and in accordance to the Procurement Policy.
8. Employees not issued a city credit or procurement card will check out a city credit card from the Finance Department for travel costs.
9. Within 5 days of the return from their travel, the employee will account and turn in to the Finance Department all travel expenses on "Actual Travel Expenses" form (available on KIVA). Once input and calculated by the Finance Department, any amounts due to the City will be reimbursed through a payroll deduction. If amounts are due to the employee, a check will be issued with the next check run (checks are processed once a week). Future travel may not be approved until all prior travel expenses are accounted for and submitted to Finance Department.

**City of Aztec
ORDINANCE 2017-466**

Amendment of Article I, Section 17.1 of Chapter 17 - Personnel

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AZTEC:

SECTION ONE

Sec. 17-1. Personnel Policy.

The document entitled "City of Aztec Personnel Policy, Revised October, 2017" is adopted by reference.

SECTION TWO

Effective Date.

This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED, APPROVED AND ADOPTED This ____Day of October, 2017.

Sally Burbridge, Mayor

ATTEST:

Karla Saylor, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Advertised Date

Effective Date