

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
July 10, 2018
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. NEW MEXICO PLEDGE

I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect Friendship Among United Culture's.

V. ROLL CALL

VI. AGENDA APPROVAL

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CONSENT AGENDA

- A. Commission Workshop Minutes June 26, 2018
- B. Commission Meeting Minutes June 26, 2018
- C. Resolution 2018-1089 New Mexico Finance Authority Planning Grant 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

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)

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.

XII. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2018-476 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates
- B. Final Adoption of Ordinance 2018-477 Creating of Chapter 31 Water Conservation and Drought Plan
- C. Final Adoption of Ordinance 2018-478 Amending Chapter 16, Article IV Utility Fees
- D. Final Adoption of Ordinance 2018-479 Amendment to Section 1-12 Mandatory Penalty and Fees; Disposition and Use of Fees

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 WORKSHOP MEETING MINUTES
3 June 26, 2018
4

5 **I. CALL TO ORDER**

6 Mayor Snover called the Workshop to order at 5:31 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 MEMBERS PRESENT: Mayor Victor Snover; Mayor Pro-Tem Fry;
10 Commissioner Austin Randall; Commissioner
11 Sherri Sipe; Commissioner, Mark Lewis
12

13 MEMBERS ABSENT: None
14

15 OTHERS PRESENT: Interim City Manager Steve Mueller; Utilities
16 Director Delain George; Project Manager, Ed
17 Kotyk; City Clerk Karla Sayler
18

19 **A. Curbside Recycling Discussion**
20
21

22 Mayor Snover opened the workshop for curbside recycling discussion. Interim
23 City Manager Steve Mueller introduced Ron Poor the representative for Transit Waste
24 and explained that they have asked them to present numbers for us on costs for
25 recycling services. Utilities Director Delain George presented commission with handouts
26 for the workshop.
27

28 Delain explained the papers that she handed out in the packet.

- 29 • A comparison of other cities was presented
- 30 • Farmington is the only one in the tri-cities that recycle
- 31 • When the RFP was done 2 years ago the initial charge was \$3.69 per
32 month to the customers to get the cart which is in addition to the current
33 poly cart charge plus the charge that is being charged for the current
34 dumpster
- 35 • The company will have to purchase of a recycle truck and 2500 carts
- 36 • Asked for weekly, bi-weekly and a monthly cost
- 37 • Residential would be including 4-plex units
- 38 • If we do curb side will we still keep the current recycle center open
- 39 • The other utility rate increases will include: electric and trash in July and
40 Water Waste Water will be in October
- 41 • The last survey for recycling was done in 2010 with 324 responses and it
42 was asked if we want to do another survey
43

44 Mayor Snover asked if we did the recycling can we alternate weeks recycling one week
45 and trash one week. He mentioned that we definitely have a need for recycling in this

1 area. It's a culture shift and will take time for citizens to participate. He mentioned that
2 recycling is a basic service in most states.

3

4 Mayor Pro-Tem Fry mentioned that she would like to see specific numbers and
5 different options on monthly or bi-weekly pickups because she thinks it could be a very
6 close amount.

7

8 **II. ADJOURMENT**

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10 Moved by Mayor Snover to adjourn the meeting at 6:05 p.m.

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Mayor, Victor C. Snover

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ATTEST:

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Karla Sayler, City Clerk

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MINUTES PREPARED BY:

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24

Sherlynn Morgan, Administrative Assistant

CITY OF AZTEC
COMMISSION MEETING MINUTES
June 26, 2018

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was led by Mayor Snover

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Interim City Manager Steve Mueller

IV. NEW MEXICO PLEDGE

The New Mexico Pledge was led by Interim City Manager Steve Mueller

V. ROLL CALL

Members Present: Mayor Victor Snover; Mayor Pro-Tem Rosalyn Fry; Commissioner Austin Randall; Commissioner Mark Lewis; Commissioner Sherri Sipe

Members Absent: None

Others Present: City Attorney Larry Thrower; City Clerk Karla Saylor; Project Manager Ed Kotyk (see attendance sheet)

VI. AGENDA APPROVAL

MOVED by Commissioner Lewis to Approve the Agenda as given, SECONDED by Commissioner Sipe

All voted Aye: Motion passed five to zero

VII. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

Interim City Manager Steve Mueller thanked the Employee Association Committee members for hosting the annual picnic last Thursday.

47 Mayor Pro-Tem Fry thanked Utilities Director Delain George for the helpful
48 information about the utilities write-offs.

49

50 **IX. CONSENT AGENDA**

51

52 A. Commission Meeting Minutes June 12, 2018

53 B. Resolution 2018-1088 Write Off of Uncollected Utility Accounts

54 C. Bid 2018-659 Annual Chemical Supply

55

56 Moved by Commissioner Randall, SECONDED by Mayor Pro-Tem Fry to
57 approve the Consent Agenda as given.

58

59 All Voted Aye: Motion Passed Five to Zero

60

61 **X. ITEMS FROM CONSENT AGENDA**

62

63 None

64

65 **XI. CITIZENS INPUT (3 MINUTES MAXIMUM)**

66

67 Susan Aguirre from the Lil Aztec Flower shop mentioned that the cross walks on
68 Chaco and Main are a concern. She mentioned that the State was repairing the road
69 the and left a big hole that was not fixed. She also feels that there should be another
70 stop light coming from Bloomfield. She feels that it is dangerous and needs to be fixed.

71

72 Karla Harvel mentioned that she received a letter from the code compliance
73 office and was asked to move her boat from her drive way due to city code. She is
74 wanting to talk to someone about the letter.

75

76 **XII. BUSINESS ITEMS**

77

78 None

79

80 **XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

81

82 Commissioner Sipe thanked everybody for the employee picnic she said it was a
83 lot of fun. She mentioned that she attended Northwest NM Seniors and EDAB meetings
84 and she has MPO on Thursday. She wished everyone a happy 4th.

85

86 Commissioner Lewis attended an infectious disease conference and he learned
87 that this region has been able to accomplish things that others have not been able to.
88 Had an opportunity to meet with the Mayor of Durango and it was a very good
89 discussion.

90

91 Commissioner Randall mentioned that he has received a lot of positive feedback
92 about the shade structures at the splash park that the YCC put in.

93
94 Mayor Pro-Tem Fry mentioned that she met with Feat of Clay and they are
95 working on creating a new festival for 2019 and are looking for volunteers.

96
97 Mayor Snover thanked everyone for coming out and echoed the sentiments
98 about the picnic. He spent 3 days last week at Chaco and a part of the Summer
99 Solstice. He is on the ECHO board and stopped by the rummage sale on Saturday.
100 Wednesday morning he will be speaking on the radio.

101 102 **XIV. DEPARTMENT REPORTS**

103
104 Police Chief Heal mentioned that there was a legislative committee at the High
105 School last week and he was on the panel. Thanked Commission for the letter of
106 support for the Municipal League. Officers will be working overtime over the 4th and a
107 couple of days before and after to make sure that everyone is doing what they should
108 with the fire restrictions.

109
110 Community Development Director Steven Saavedra mentioned that he was
111 asked by EDAB to talk with Commission about having lights on the trees downtown year
112 around.

113 114 **XV. ADJOURNMENT**

115
116 Moved by Mayor Snover, SECONDED by Commissioner Lewis to adjourn the
117 meeting at 6:34 p.m.

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125 ATTEST:

Mayor, Victor Snover

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128 _____
Karla Sayler, City Clerk

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131 MINUTES PREPARED BY:

132
133 _____
134 Sherlynn Morgan, Administrative Assistant

Staff Summary Report

MEETING DATE:	July 10, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (C)
AGENDA TITLE:	Resolution 2018-1089 NMFA Planning Grant Agreement No. 3662-PG

ACTION REQUESTED BY:	Steven M. Saavedra, Planning Director
ACTION REQUESTED:	Approval of Resolution 2018-1089 Planning Grant Agreement with New Mexico's Finance Authority No. 3662-PG
SUMMARY BY:	Steven M. Saavedra, Planning Director

PROJECT DESCRIPTION / FACTS (Leading Department)

The New Mexico Finance Authority (NMFA) awarded funds of \$50,000 to the City of Aztec for the Metropolitan Redevelopment Area Downtown Plan. Resolution 2015-964 (August 2015) designated the Aztec Downtown Metropolitan Redevelopment Area (MRA) and delineated the MRA boundaries. The City of Aztec awarded RFP 2018-625 to Consensus Planning for the MRA Downtown Plan on October 24, 2017. The City of Aztec approved and adopted the MRA Downtown Plan on June 12, 2018. Resolution 2018-1089 is an agreement between the City of Aztec and the New Mexico Finance Authority for reimbursement of funds. This agreement allows reimbursement of \$50,000.00 back to the City of Aztec for the MRA Downtown Plan.

SUPPORT DOCUMENTS:	Authorizing Resolution Grant Agreement Certificate of Grantee
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DEPARTMENT'S RECOMMENDED MOTION: Move To Approve Resolution 2018-1089 Planning Grant Agreement with New Mexico's Finance Authority No. 3662-PG & Adopt Resolution 2018-1089

**CITY OF AZTEC
RESOLUTION NO. 2018-1089**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND THE CITY OF AZTEC (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE METROPOLITAN REDEVELOPMENT ACT PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF AZTEC, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated July 20, 2018.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

- A. The Project is needed to land use, economic development and jobs.
- B. The costs of the Project are beyond the local control and resources of the Grantee.
- C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Fifty Thousand Dollars (\$50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any

balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The City of Aztec through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 10th DAY OF JULY 2018.

CITY OF AZTEC

By _____
Victor C. Snover, Mayor

[SEAL]

ATTEST:

By _____
Karla Sayler, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (___) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

CITY OF AZTEC

By _____
Victor C. Snover, Mayor

[SEAL]

ATTEST:

By _____
Karla Sayler, City Clerk

[Remainder of page intentionally left blank.]

EXHIBIT “A”

Notice of Meeting

\$50,000
PLANNING GRANT AGREEMENT

dated

July 20, 2018

by and between

NEW MEXICO FINANCE AUTHORITY

and

CITY OF AZTEC

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated July 20, 2018, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”) and the CITY OF AZTEC (the “Grantee”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop economic development plans, and pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority’s Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of Fifty Thousand Dollars (\$50,000) from the Finance Authority to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the any one or more of the Mayor, City Manager and City Clerk thereof, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the City Commission of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Fifty Thousand Dollars (\$50,000).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means the City of Aztec, San Juan County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$0.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of a Metropolitan Redevelopment Act plan created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs, namely land use, economic development and jobs.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. _____ adopted on July 10, 2018 authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address land use, economic development and jobs, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the

governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on November 30, 2016.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the

Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Aztec
Attn.: City Manager
201 W. Chaco St.
Aztec, New Mexico 87410

And if to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on November 30, 2016, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By _____

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CITY OF AZTEC

By _____
Victor C. Snover, Mayor

[SEAL]

ATTEST:

By _____
Karla Sayler, City Clerk

EXHIBIT “A”

TERM SHEET

Grantee: CITY OF AZTEC

Project Description: Preparation of a Planning Document consisting of the Metropolitan Redevelopment Act plan addressing land use, economic development and jobs.

Total Grant Amount: Fifty Thousand Dollars (\$50,000)

Local Match: \$0

Closing Date: July 20, 2018

EXHIBIT "B"
FORM OF REQUISITION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Aztec ("Grantee"), Finance Authority Grant Number 3662-PG (the "Grant Agreement").

Closing Date: July 20, 2018

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: _____

By: _____
Authorized Officer of the Grantee

Title: _____

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Aztec ("Grantee"), Finance Authority Grant Number 3662-PG (the "Grant Agreement").

Closing Date: July 20, 2018

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on _____, 20____.
2. The total cost of the Project was \$ _____.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

CITY OF AZTEC

By: _____

Its: _____

amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least May 1, 2018, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Victor C. Snover, Mayor

Rosalyn A. Fry, Commissioner – Mayor Pro-Tem

Austin R. Randall, Commissioner

Sherri Sipe, Commissioner

Mark E. Lewis, Commissioner

Karla Sayler, City Clerk

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, the City Clerk, any member of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee’s Governing Body and the meeting at which the Resolution was adopted have been held at 201 West Chaco, Aztec, New Mexico, the principal meeting place of the Grantee.

18. The Grantee’s Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee’s Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 2018-1073 (the “Open Meetings Act Resolution”) adopted and approved by the Governing Body on January 25, 2018, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

19. The Mayor and the City Clerk on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

WITNESS our signatures and the seal of the Grantee this 20th day of July 2018.

CITY OF AZTEC

By _____
Victor C. Snover, Mayor

[SEAL]

ATTEST:

By _____
Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE:	July 10, 2018
AGENDA ITEM:	XII. BUSINESS ITEM (A)
AGENDA TITLE:	Final Adoption of Ordinance 2018-476 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates

ACTION REQUESTED BY:	General Services Department, Finance Department
ACTION REQUESTED:	Approval of Final Adoption of Ordinance 2018-476 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- In February 2017, the City contracted with Transit Waste, LLC to provide municipal solid waste services. Provisions within the contract provide for annual rate increases as requested by Transit Waste, LLC.
- As per the contract, Transit Waste, LLC has requested a CPI adjustment which would be effective with the July 2018 billing.
- The CPI Adjustment, as per contract section IV.3.a, is based on 75% of the CPI-U Garbage & Trash Collection using the month of March for the current year, rounded to the nearest hundredth. For March 2017 – March 2018, the CPI-U was 1.8%, 75% calculates to 1.35%.
- Monthly increases to customers begin at fourteen cent (.14) per month, actual amounts will vary based on each customer's solid waste service.
- Previous solid waste rate increases:
 - October 2017: \$2.35/mo all customers Recycle Center fee
 - April 2017: New contract rate increase, 0% to 8% based on service level
 - October 2008: 10% rate increase
- City Commission approved the Intent to Adopt at the June 12, 2018 meeting.

FISCAL INPUT / FINANCE DEPARTMENT

- The FY19 Preliminary Annual Budget includes this annual rate adjustment.

SUPPORT DOCUMENTS:	Ordinance 2018-476 March 2018 CPI-U Garbage & Trash Collection
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Final Adoption of Ordinance 2018-476 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates

**City of Aztec
Ordinance 2018-476
Amending Chapter 16, Section 16-211 Solid Waste Rates**

WHEREAS, The contract with Transit Waste LLC, effective February 28, 2017, to provide municipal solid waste disposal includes provisions for annual rate adjustments; and

WHEREAS, Transit Waste LLC has requested a CPI Adjustment in the amount of 1.35%, in accordance with contract section IV.3a;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-476 Amending Chapter 16, Section 16-211 Solid Waste Rates be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED this 10th day of July 2018.

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

Mayor Victor C. Snover

ATTEST:

Karla Sayler, City Clerk

APPROVE AS TO FORM:

Larry Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

ARTICLE IV. UTILITY FEES

DIVISION 4. SOLID WASTE FEES

Sec. 16-211. Solid Waste Rates.

1. Residential Trash Service.

(1) All single family residents, duplexes, and apartments. Each unit – Cart (1 x Week)	\$10.39	\$10.53
(2) Extra Cart (1 x Week)	\$ 5.00	\$ 5.07
(3) All single family residents, duplexes, and apartments. Each unit – Cart (2 x Week)	\$18.39	\$18.64
(4) Extra Cart (2 x Week)	\$23.39	\$23.71

2. Multi-Unit Residential Trash Service.

(1) All single family residents, duplexes, and apartments. Each unit – Cart (1 x Week)	\$10.39	\$10.53
(2) Extra Cart	\$ 5.00	\$5.07
(3) All single family residents, duplexes, and apartments. Each unit – Cart (2 x Week)	\$18.39	\$18.64
(4) Extra Cart (2 x Week)	\$23.39	\$23.71

3. Commercial Trash Service.

Size	Frequency					
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
1 Cart	14.97 15.17	26.97 27.33	N/A	N/A	N/A	N/A
2 Carts	29.94 30.34	53.94 54.67	N/A	N/A	N/A	N/A
2 Yard	65.35 66.23	102.84 104.23	140.31 142.20	177.72 180.12	215.27 218.18	252.09 255.49
3 Yard	75.92 76.94	118.41 120.01	190.10 192.67	247.23 250.57	304.37 308.48	361.48 366.36
4 Yard	90.71 91.93	138.83 140.70	209.17 211.99	268.39 272.01	327.69 332.11	386.89 392.11
6 Yard	118.89 120.50	176.53 178.91	262.38 265.92	334.32 338.83	405.75 411.23	474.94 481.35
8 Yard	158.55 160.69	216.83 219.76	309.78 313.96	385.34 390.54	461.00 467.22	536.62 543.86

4. City Facilities Trash Service

Size	Frequency					
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
1 Cart	14.97 15.17	26.97 27.33	N/A	N/A	N/A	N/A
2 Carts	29.94 30.34	53.94 54.67	N/A	N/A	N/A	N/A
2 Yard	65.35 66.23	102.84 104.23	140.31 142.20	177.72 180.12	215.27 218.18	252.09 255.49
3 Yard	75.92 76.94	118.41 120.01	190.10 192.67	247.23 250.57	304.37 308.48	361.48 366.36
4 Yard	90.71 91.93	138.83 140.70	209.17 211.99	268.39 272.01	327.69 332.11	386.89 392.11
6 Yard	118.89 120.50	176.53 178.91	262.38 265.92	334.32 338.83	405.75 411.23	474.94 481.35
8 Yard	158.55 160.69	216.83 219.76	309.78 313.96	385.34 390.54	461.00 467.22	536.62 543.86
Roll-Off	Delivery	Exchange				
30 Yard	79.00 80.07	405.00 410.27				
40 Yard	79.00 80.07	474.00 480.40				
Treated Sludge Removal (Empty and Return Fee)						
20 Yard	\$400.00 plus fees \$405.40 plus fees					

(Ord. 2017-455, eff. 2017-Apr-05; Ord. 2008-359, eff. 2008-Oct-17)

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2018, 12-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2018	Twelve Month				
		Unadjusted percent change Mar. 2017- Mar. 2018	Unadjusted effect on All Items Mar. 2017- Mar. 2018 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Housing at school, excluding board ^{10, 15}	0.113	2.0	0.002	0.29	L-Jan.2018	2.0
Other lodging away from home including hotels and motels.....	0.826	2.3	0.027	2.37	L-Apr.2017	2.8
Owners' equivalent rent of residences ^{10, 15}	23.606	3.3	0.790	0.10	L-Aug.2017	3.3
Owners' equivalent rent of primary residence ^{10, 15}	22.288	3.3	0.754	0.10	L-Aug.2017	3.3
Tenants' and household insurance ⁴	0.373	0.8	0.003	0.37	S-Dec.2017	0.6
Water and sewer and trash collection services ⁴	1.073	2.9	0.033	0.20	—	—
Water and sewerage maintenance ¹⁰	0.814	3.3	0.028	0.24	—	—
Garbage and trash collection¹³	0.259	1.8	0.005	0.38	L-Dec.2017	2.0
Household operations ⁴	0.869	5.6	0.048	0.99	—	—
Domestic services ⁴	0.298	3.3	0.010	0.41	S-Dec.2017	3.2
Gardening and lawncare services ⁴	0.286	5.9	0.016	0.51	L-Mar.2015	6.2
Moving, storage, freight expense ⁴	0.102	8.4	0.009	4.54	S-Jan.2018	4.3
Repair of household items ⁴	0.108	8.2	0.008	0.81	S-Jan.2018	4.5
Medical care services.....	6.939	2.1	0.146	0.32	L-Jul.2017	2.3
Professional services.....	3.277	0.6	0.021	0.38	L-Jun.2017	0.6
Physicians' services ¹⁰	1.750	-0.8	-0.013	0.62	L-Oct.2017	-0.6
Dental services ¹⁰	0.789	3.7	0.029	0.50	L-Jul.2013	3.9
Eyeglasses and eye care ⁸	0.320	1.4	0.005	0.78	L-Dec.2016	1.4
Services by other medical professionals ^{10, 8}	0.417	0.3	0.000	0.86	L-Jan.2018	0.9
Hospital and related services.....	2.602	4.9	0.124	0.50	L-Jan.2018	5.6
Hospital services ^{10, 16}	2.324	5.2	0.117	0.55	L-Jan.2018	6.0
Inpatient hospital services ^{10, 16, 5}		4.6		1.65	L-Jan.2018	5.2
Outpatient hospital services ^{10, 8, 5}		5.1		1.51	L-Jan.2018	6.0
Nursing homes and adult day services ^{10, 16}	0.191	3.2	0.006	0.44	S-Jan.2018	3.2
Care of invalids and elderly at home ⁷	0.087	0.4	0.000	1.16	L-Dec.2016	1.5
Health insurance ⁷	1.060	0.1	0.001	0.36	L-Jan.2018	0.3
Transportation services.....	5.987	4.3	0.256	0.25	S-Jan.2018	4.0
Leased cars and trucks ¹⁴	0.651	5.3	0.030	1.20	L-Jan.2018	5.5
Car and truck rental ⁴	0.111	1.3	0.002	2.67	L-Aug.2017	2.0
Motor vehicle maintenance and repair.....	1.116	1.5	0.017	0.47	—	—
Motor vehicle body work.....	0.055	2.4	0.001	0.64	S-Jan.2018	2.4
Motor vehicle maintenance and servicing.....	0.624	2.1	0.014	0.69	L-Dec.2017	2.4
Motor vehicle repair ⁴	0.373	0.1	0.001	0.64	S-EVER	—
Motor vehicle insurance.....	2.396	8.9	0.216	0.46	S-Jan.2018	8.5
Motor vehicle fees ⁴	0.541	1.9	0.011	0.35	L-Dec.2016	1.9
State motor vehicle registration and license fees ^{10, 4}	0.282	1.6	0.005	0.43	L-Jul.2017	1.7
Parking and other fees ⁴	0.243	2.4	0.006	0.54	L-Oct.2017	2.4
Parking fees and tolls ^{4, 5}		2.4		1.21	—	—
Automobile service clubs ^{4, 5}		0.6		1.99	L-Aug.2016	0.6
Public transportation.....	1.171	-2.1	-0.020	0.63	S-Jan.2018	-2.1
Airline fares.....	0.712	-5.7	-0.032	0.94	S-Nov.2016	-6.6
Other intercity transportation.....	0.171	2.2	0.004	1.21	L-Apr.2017	2.5
Intercity bus fare ^{6, 5}		2.9		3.59	S-Aug.2012	2.2
Intercity train fare ^{6, 5}						
Ship fare ^{4, 5}		3.0		2.08	L-Nov.2016	5.0
Intracity transportation.....	0.282	3.1	0.009	0.30	S-Jan.2018	2.8
Intracity mass transit ^{11, 5}		3.8		0.81	S-Jan.2018	3.2
Recreation services ¹¹	3.867	2.2	0.086	0.55	S-Jul.2015	2.0
Video and audio services ¹¹	1.602	2.7	0.044	0.50	S-Feb.2016	2.3
Cable and satellite television service ¹³	1.513	2.7	0.042	0.51	S-Feb.2016	2.5

See footnotes at end of table.

Staff Summary Report

MEETING DATE:	July 10, 2018
AGENDA ITEM:	XII. BUSINESS ITEM (B) Amended
AGENDA TITLE:	Final Adoption of Ordinance 2018-477 Creating of Chapter 31 Water Conservation and Drought Plan

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approve the Final Adoption of Ordinance 2018-477 Creating of Chapter 31 Water Conservation and Drought Plan
SUMMARY BY:	City Manager

PROJECT DESCRIPTION / FACTS

City Staff has undertaken an extensive review of the previous Water Conservation Plan which was written and adopted in 2003.

Through the course of discussions and comparison to other New Mexico water and drought plans, city staff has determined that it is more beneficial to incorporate the Water Conservation and Drought Plan into the City Code.

By incorporating the plan into the Aztec City Code, it provides a better legal avenue for a citizen to go through a due process if found to have violated the water conservation and drought plan.

Changes to the plan, when incorporated into the City Code, would allow for public input through the standard ordinance approval process. In addition, all fees established for violations would be incorporate into Chapter 16, which also requires City Commission approval.

City Commission approved the Intent to Adopt at the June 12, 2018 meeting.

One public response was submitted via Facebook which was in regards to the statement in Sec. 31-9-1 on Page 9 of the ordinance:

Persons or businesses growing or selling plants shall only use City provided water.

This statement has been removed from the ordinance.

SUPPORT DOCUMENTS: Ordinance 2018-477

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Final Adoption of Ordinance 2018-477 Creating of Chapter 31 Water Conservation and Drought Plan as **Amended**.

**City of Aztec
Ordinance 2018-477**

**Creating Chapter 31
Water Conservation and Drought Plan**

WHEREAS, the City has reviewed the previous Water Conservation Plan that had been created in 2003; and

WHEREAS, staff has determined that changes were required of the Water Conservation Plan as various situations have developed over the years; and

WHEREAS, in review of the City Code it was determined that it was more feasible to incorporate the Water Conservation Drought Plan into the Aztec City Code.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-477 creates Chapter 31 Water Conservation and Drought Plan.

PASSED, APPROVED, SIGNED AND ADOPTED THIS 10th day of July, 2018.

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

Mayor Victor Snover

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

**Chapter 31
WATER CONSERVATION and DROUGHT PLAN**

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Chapter 30
WATER CONSERVATION and DROUGHT PLAN

ARTICLE I. IN GENERAL

Sec. 31-1. Purpose.

A plan pertaining to the regulation, conservation and restriction of the use of water from the City of Aztec, New Mexico water system due to conditions of drought, lack of rainfall or snowpack, damage to the water system or facilities, failure of a key system component or facility, or due to civil or other emergency, the City may implement water conservation measures based upon the stages contained within this plan. This water conservation plan is applicable to all citizens, businesses, industrial and governmental customers serviced by the city's water system.

The City deems it necessary to create a water conservation program to conserve on the amount of water used by citizens, businesses, industrial, and governmental customers serviced by the City's Water System and thereby implements water conservation measures to establish attainable benefits.

- A reduction of water use resulting in decreased demand, decreases in customers' water bills, and a reduction in per capita water consumption.
- Conservation and preservation of the current water supplies while additional sources of water are identified and brought into production thus preserving the quality of life and general welfare of the citizens of the City.
- Establishing and implement policies that create best water use practices for City water customers in a semi-arid area.
- Creating opportunities for customers to realize economic benefits through the conservative use of water.

Sec. 31-2. Public Notice.

1. Public notice of "Potential Water Shortage" shall be in effect when the Water Chief Operator has identified average water content amounts at the City's diversion point(s). Public notices may occur at any time when conditions demonstrate a potential shortage.
2. The City's Water Chief Operator shall report information to the City Manager describing average daily river flows, daily water consumption and current reservoir storage as well as average snow water equivalent. Said information will be provided throughout the entire year. Public announcements may occur at any time.
3. The City Manager and Staff shall inform the general public through local news media or other public forums the implementation of Drought Condition Stages or other water shortage situations and provide information and resources on how to conserve water. Furthermore, the City Utility Billing Department shall provide a notice to Water Customers about the implementation of "STAGES" through the Customer Utility Bills.

4. The Water Chief Operator and/or the City Manager will consult with the Office of the State Engineer and other appropriate agencies, including ditch officials, water districts and other pertinent organizations to maximize the effectiveness of City water conservation policies.

Sec. 31-3. Signage and Literature Distribution.

1. Notifications and Postings

The City will notify all entities through utility billing, social media, and the City's web site (www.aztecnm.gov). The size of postings shall not be less than 8.5 by 11 inches. Entities shall display a water conservation sign which will reference this Chapter of the City Code which establishes the City's Water Conservation Plan. Postings shall be displayed in a visible location.

2. Public, Semi-Public, and Governmental Restroom and Shower Facilities

These facilities shall post at least one water conservation sign at each restroom or shower room or room(s) adjacent thereto.

3. Hotels, Motels, Beds and Breakfasts, and Lodging Facilities

These facilities shall include a water conservation informational card or brochure in a visible location in each guest room. Lodging facilities are strongly encouraged to offer their guests the option of not having daily linen and towel changes for multiple night stays.

4. Retail Plant Nurseries

Retail plant nurseries shall provide their "end use customers" with low-water use landscape literature and water efficient irrigation guidelines at the time of sale of any outdoor perennial plants. An "end-use customer" is the person or persons who will ultimately own the plant material. A landscape contractor or architect is not an end-use customer. In order to facilitate the purchasing of low water use plants, nurseries are strongly encouraged to tag or sign their low-water use plants.

5. Landscape Contractors and Architects

Landscape contractors and architects shall provide their prospective clients with low-water use landscape literature and water efficient irrigation guidelines at the time of presenting a service contract to the prospective client. Landscape professionals are strongly encouraged to educate their customers regarding the operation of their timed irrigation systems.

6. Realtors, Title Companies, Attorneys, Banks, and Other Closing Real Estate Transactions

These individuals and/or entities shall provide the party purchasing a home, business, or property with indoor and outdoor water conservation literature at the time of closing.

7. City Departments

The City shall provide indoor and outdoor conservation literature or resources for such information to all customers and entities initiating new water service from the City of Aztec. Information will be available in the Administration, Planning, Public Works, Public Library, and Utility Departments.

ARTICLE II. WATER CONSERVATION

Sec. 31-4. Indoor Water Conservation.1. Water System Leaks from Private Water Lines

Leaks are encouraged to be repaired by the owner or property manager within 15 days of initial notification by the water utility.

2. Water Conservation Plumbing

All new and remodeling construction are encouraged to meet the following standards and notification will be provided by the Authority having jurisdiction.

- (1) Restrooms. Restrooms, either flush tank, flushometer tank, or flushometer valve operated, should have an average consumption of not more than 1.6 gallons (6.1 liters) of water per flush.
- (2) Urinals. Urinals should have an average water consumption of not more than 1.03 gallons (3.8 liters) per flush
- (3) Non-Metered Faucets. Lavatory and kitchen faucets should be equipped with aerators and be designed and manufactured so that they will not exceed a water flow rate of 2.5 gallons (9.5 liters) per minute.
- (4) Metered Faucets. Self-closing metering faucets should be installed on lavatories intended to serve the transient public, such as those in, but not limited to, service stations, airports, restaurants, and convention halls. Metered faucets should deliver not more than 1.5 gallons (5.7 liters) per use.
- (5) Shower Heads. Shower heads should be designed and manufactured so that they will not exceed a water supply flow rate of 2.5 gallons (9.5) liters per minute. Emergency safety showers are exempted from this provision.
- (6) Installation. Water-conserving fixtures should be installed in strict accordance with the manufacturers' instructions to maintain rated performance.
- (7) Washing Machines. High efficiency front loader washing machines are highly recommended and should be properly installed, except where representatives agree that installation not economically feasible.

3. Eating Establishments

All public and private eating establishments shall provide water only upon request. Catering and banquet operations are exempt from this requirement.

Sec. 31-5. Irrigation and Other Outdoor Uses.

If utilizing City provided water for irrigation purposes and unless otherwise specified differently in Sec. 31-6, the following outdoor water irrigation conservation measures shall be observed at all times during announced water shortages:

1. Irrigation of lawns, trees bushes, shrubs, gardens, flowers, and all types of vegetative matter shall occur only during the early morning from 4:00 a.m. to 10:00 a.m. or late evening from 6:00 p.m. to 10:00 p.m. No watering is allowed if winds are moderate breezy conditions (13-

18 mph as defined by Beaufort Wind Scale) or greater. Sprinklers shall be shut off when it is raining.

2. Irrigation shall be permitted on “even” numbered calendar days at locations with even numbered street addresses and “odd” numbered calendar days at locations with odd numbered addresses. These restrictions shall apply to all residents and all businesses, institutions and industrial facilities, using City provided water, possessing lawns, golf courses, gardens, trees or shrubs and shall also apply to all public parks, medians and public and private properties owned by the City, County, and State. These restrictions shall also apply to any person, firm or corporation engaged in the business of growing or selling plants.
3. A customer shall not let water leave the customer's property by drainage onto adjacent properties or public or private roadways or streets due to excessive irrigation and/or uncorrected leaks.
4. Shut off nozzles shall be required on all hoses used for hand watering, washing of vehicles, or any other type of outdoor water use.
5. Homes, commercial establishments, and governmental entities that have large landscaped areas where daily active use, water pressure limitations, or inadequate irrigation equipment that restricts the owner's ability to irrigate within the time limits of Subsection 1 and 2 above, may designate a portion of its landscape area as “even” and a portion as “odd”. The Water Department or Manager's office shall be advised of this designation prior to irrigating. The owner shall submit an irrigation plan with a detailed map showing “even” and “odd” irrigation areas.
6. Individuals or entities that own ditch rights for irrigating lands also served by City water shall use ditch supplies thereon, to the extent available, prior to the use of City water. Likewise, owners of private wells authorized for such use will pump such wells for outdoor irrigation prior to, and in lieu of use of City water thereon, to the extent such well-water is available.

Sec. 31-6. Exceptions.

Unless otherwise specified differently in Article III of this code, the following irrigation methods and types of uses are exempt from Sec. 31-5.

1. Sod and Landscaping

Newly installed sod and landscaping, prior to Stage 1 or 2. Due to the need of newly installed sod and landscaping to establish a root system, a sixty (60) day exemption period may be allowed. Residents, commercial establishments, and all other entities shall apply for said sixty (60) day exemption by advising the Utility Billing Office (during regular business hours, Monday through Thursday) and if approved, providing a copy of a proper bill of sale. The sixty (60) day exemption shall be effective beginning the day of the date of the bill of sale. Violators will be subject to Section 10, wherever ditch rights, water district/association rights or private wells are lawfully available for this purpose; such waivers shall not be granted, in whole or in part. The exemption is for newly installed turf sod or landscaping only and not for other new or existing landscaping (trees or shrubs). Nursery Stock-Plants being irrigated for retail or wholesale are exempt.

2. Irrigation Using Treated Effluent

Prior to the application of treated effluent, under written agreement with the City, the proper notice of intent from seeking approval from the New Mexico Environment Department must be completed. Copies of the completed form and of the Notice of Approval shall be provided to the Utility Billing Office (during regular business hours, Monday through Thursday) prior to the use of treated effluent.

3. Timed Irrigation Systems

Landscape companies, property owners, licensed plumbers or individuals setting timed irrigation systems shall ensure that systems comply with time and day restrictions. Ultimate responsibility for compliance lies with the property owner.

4. Water Treatment and Waste Water Treatment Plants

The City of Aztec Water Treatment and Waste Water Treatment Plants are exempt from the ordinance in its maintenance practices of washing down and back flushing of equipment using treated water.

ARTICLE III. DROUGHT CONDITION MEASURES

Sec. 31-7. Drought Stage Determination.

The City Manager, upon consultation with the City Commission and the Water Chief Operator, shall determine when each stage is to be implemented based on operational requirements and predicted/actual water supply limitations. Implementation of stages may not be sequential and the duration will be determined by the City Manager, upon consultation with the City Commission and the Water Chief Operator. The following stages of water drought conservation measures will be implemented when conditions are warranted.

Sec. 31-8. Stage 1.

Stage 1 water drought conservation is voluntary and the following subsections are recommendations to the public with respect to water use and conservation.

1. Customers using any city provided water to irrigate any lawn, garden, tree or shrub should use water between the hours of 4:00 a.m. and 10:00 a.m. and/or between the hours of 6:00 p.m. and 10:00 p.m. of any day on which irrigation is scheduled. Watering should not be done if windy conditions greater than 12 mph exist.

Address	Water On	Times Permitted
Even Numbered	Even Numbered Days	4:00 a.m. and 10:00 a.m. AND/OR 6:00 p.m. and 10:00 p.m.
Odd Numbered	Odd Numbered Days	4:00 a.m. and 10:00 a.m. AND/OR 6:00 p.m. and 10:00 p.m.

These restrictions are recommended to all residents, businesses, institutions and industrial facilities, irrigating with City provided water possessing lawns, gardens, trees or shrubs and shall also apply to all parks and properties owned by the City, County and State. These restrictions shall not apply to a person, firm, or corporation engaging in business of growing or selling plants. To avoid conflicting with publicly scheduled water usage and to minimize impacts to reserves at the water plant facility, an alternate schedule for City parks may be authorized by the City Manager when provided by the General Services Department.

2. Customers are discouraged from filling outdoor swimming pools and spas/hot tubs. Swimming pools and spas/hot tubs should be covered when not in use.
3. Water features may operate if they re-circulate water but not when winds exceed 12 mph. Water features that do not re-circulate water are prohibited.

Sec. 31-9. Stage 2.

Stage 2 water drought conservation is mandatory and warnings will be given. Citations with penalties will be issued for repeat offenders. Customers are requested to contact the Utility Office (505) 334-7670 for any unusual water usage, whether a citation has been issued or not.

1. No customer shall use any city provided water to irrigate any lawn, garden, tree or shrub except between the hours of 4:00 a.m. to 10:00 a.m. or between the hours of 6:00 p.m. to 10:00 p.m. of any day on which irrigation is permitted. No watering will be allowed if windy conditions greater than 12 mph exist.

Address	Water On	Times Permitted
Even Numbered	Wednesdays & Saturdays Only	4:00 a.m. and 10:00 a.m. OR 6:00 p.m. and 10:00 p.m.
Odd Numbered	Thursdays & Sundays Only	4:00 a.m. and 10:00 a.m. OR 6:00 p.m. and 10:00 p.m.

These restrictions shall apply to all residents, businesses, institutions and industrial facilities, irrigating with City provided water possessing lawns, gardens, trees, or shrubs and shall also apply to all parks and properties owned by the City, County and State. These restrictions shall not apply to a person, firm or corporation engaging in the business growing or selling plants. ~~Persons or businesses growing or selling plants shall only use City provided water.~~ To avoid conflicting with publicly scheduled water usage and to minimize impacts to reserves at the water plant facility, an alternate schedule for City parks may be authorized by the City Manager when provided by the General Services Department.

2. Concrete, cement, asphalt, or other impervious surfaces (including vehicles) may be washed down with a nuzzled hose, power washer, or other means of transported water, only on Tuesdays, Thursdays, and Saturdays. Washing of such impervious surfaces can only be done on other days if a health hazard exists. Surfaces include, but are not limited to, sidewalks, parking lots, ramps and loading docks.
3. No swimming pools or spas/hot tubs will be filled and no City provided water shall be added to any swimming pool or spa/hot tub, unless the water is transported in from another source or means. Any enclosed swimming pool owned by the municipality or public school is exempt.
4. Water features may operate if they re-circulate water, but not when windy conditions exceeding 12 mph exist. Water features that do not re-circulate water are prohibited from operation.
5. The operation schedule for the City’s Splash Park at Minium Park will be determined by the City Manager in consultation with the Parks Director and Water Chief Operator.

Sec. 31-9. Stage 3.

Stage 3 water drought conservation is mandatory and penalties will be issued upon first notice. Customers are requested to contact the Utility Office (505) 334-7670 for any unusual water usage, whether a citation has been issued or not.

1. No customer shall use any city provided water to irrigate any lawn, garden, tree or shrub except between the hours of 4:00 a.m. to 10:00 a.m. or between the hours of 6:00 p.m. to 10:00 p.m. of any day on which irrigation is permitted. No watering will be allowed if windy conditions greater than 12 mph exist.

Address	Water On	Times Permitted
Even Numbered	Wednesdays Only	4:00 a.m. and 10:00 a.m. OR 6:00 p.m. and 10:00
Odd Numbered	Thursdays Only	4:00 a.m. and 10:00 a.m. OR 6:00 p.m. and 10:00

These restrictions shall apply to all residents, businesses, institutions and industrial facilities, irrigating with City provided water possessing lawns, gardens, trees, or shrubs and shall also apply to all parks and properties owned by the City, County and State. To avoid conflicting with publicly scheduled water usage and to minimize impacts to reserves at the water plant facility, an alternate schedule for City parks may be authorized by the City Manager when provided by the General Services Department.

2. Concrete, cement, asphalt, or other impervious surfaces (including vehicles) shall not be washed down with a nuzzled hose, power washer, or other means of transported water, unless there is a hazard to be removed. Surfaces include, but are not limited to, sidewalks, parking lots, ramps and loading docks.
3. No swimming pools or spas/hot tubs will be filled and no City provided water shall be added to any swimming pool or spa/hot tub, unless the water is transported in from another source or means. Any enclosed swimming pool owned by the municipality or public school is exempt.
4. All restaurants are prohibited from serving water to their customers except when specifically requested by the customer(s).
5. All water features are prohibited from operation.
6. No new hydrant meters will be issued and existing in use hydrant meters will be monitored.
7. Motor vehicle washing at private residences and fund raising car washes at commercial businesses are prohibited. Motor vehicle washing at self-serve and automated washes is permitted. Motor vehicle washing at businesses that wash vehicles shall use high pressure wash systems.
8. The operation schedule for the City’s Splash Park at Minium Park will be determined by the City Manager in consultation with the Parks Director and Water Chief Operator.
9. No new accounts will be issued for bulk water sales.
10. Emergency restrictions may also include City action to restrict the use of private wells and/or ditches, as deemed necessary by the State Engineers Office, to the extent authorized by State law.

Sec. 31-10. Stage 4.

Said emergency restriction may be temporary or long term based upon the nature of the emergency, and shall include, when and as necessary, municipal action as authorized by law, to take control of the Animas River System to protect it during actual or predicted drought conditions. The City Manager, Water Chief Operator and/or Staff shall make public announcements through the local news media defining Stage 4. Announcements shall describe the following restrictions.

1. All Stage 3 measures not otherwise addressed in this section will remain in effect.
2. No outside watering using City treated water or City irrigation water is allowed.
3. Residential water users will be provided water to the extent that the City of Aztec and the City of Bloomfield are capable of providing treated water.
4. Residential water sales will be subject to emergency water rates and will pay for usage above 15,000 gallons which is established in Chapter 16, Section 16-203. This will be in effect at the next full billing cycle.
5. Commercial water users will be provided water to the extent that the City of Aztec and the City of Bloomfield are capable of providing treated water. Further restrictions could be enforced depending upon the supply and availability of water.
6. Commercial water sales will be subject to emergency water rates and will pay an additional \$1.⁰⁰ per 1,000 gallons on all usage over 10,000 gallons per month.
7. No water will be added to any pools or spas.
8. Motor vehicle washing at private residences and fund raising car washes at commercial businesses are prohibited. Motor vehicle washing at self-serve, automated car washes, or at businesses that wash motor vehicles shall limit washing between Wednesday through Saturday and the hours of 10:00 a.m and 5:00 p.m. Exception to this is when the operator of the motor vehicle wash obtains a permit from the water utility based on a demonstration that alternate methods of operation or alternate days and hours of operation will result in a reduction in water use equal to what would be achieved by compliance with the days and hours specified in this section. All motor vehicle washing that is allowed must be done using a high pressure wash system.
9. Water features and City's Splash Park at Minium Park will not operate.
10. Exceptions to any of the above will be at the City Manager's discretion.

Sec. 31-11. Special Use and Restrictions.

The following type of special uses and restrictions shall apply:

1. Landscape companies, properly licensed by the City of Aztec, shall comply with the following:
 - (1) Irrigation for maintenance service shall be conducted as per Sec. 31-5. Irrigation during regular year round water conservation and Section 7 during times when additional water conservation measures are deemed necessary.
 - (2) Irrigation systems for all new commercial and multi-family residential developments are to be installed with automatic timing controllers. Irrigation systems are to be designed to avoid over spray or drainage of water onto any paved or unplanted surface and follow same time and day restriction practices.
2. New construction or remodeling by Commercial Contractors and Private Individuals. Commercial Contractors are required to obtain the proper building permit. Said construction shall meet standards outlined in Sec. 31-5.

Sec. 31-11. Enforcement.

The City Manager or designee to include but not limited to the Water Chief Operator, City Police Department, and Code Enforcement will enforce the Water Conservation Plan in the following manner:

1. Education

- (1) The City Manager, Water Chief Operator and other City Departments will inform the public of the water conservation measures of this Plan. Public information and education will be conducted for a reasonable time, with various methods, so as to allow the public to become informed of said conservation measures.
- (2) The City Administration Office, with assistance from the Water Chief Operator, will maintain a continuing education program concerning water conservation to include the measures of this Plan and supporting Resolution throughout the year, as needed.

2. Violation and Penalties

The following procedure and applicable penalty will be used in addressing violations of the supporting Resolution upon observation or reasonable suspicion of said violation.

- (1) The first violation shall result in the issuance of a notice of violation to the party committing said violation. The citation shall advise the party of the nature of the offense and of the section of the Plan and supporting Resolution that has been violated. The result of the first violation shall be the distribution of a copy of this Plan and Supporting Resolution and an education packet containing information on water conservation to the party committing the violation.
- (2) Upon observation of/or reasonable suspicion of a second violation, a citation shall be issued to the party violating this Plan and supporting Resolution advising the party of specific violations and include penalty fee to be assessed through the Utility Billing. The

penalty for the second violation will be consistent with the penalty noted in Section 10, depending on the declared stage of drought.

- (3) Repeated violations will be consistent with the penalty noted in Section 10, depending on the declared stage of drought.

Sec. 31-12. Violations and Penalties.

1. All violations of Stages 2, 3 and 4 shall be accessed through the Utility Billing. Fine monies will be placed in the Joint Utility Fund to offset reductions in revenue.
2. Penalties are established in Chapter 16, Sec. 16-203.
3. Terminations and re-establishments of services shall be determined by the City Manager with advice from the Police Department, Finance Director and the Water Chief Operator. Any person, business, institution or industrial plant found in violation of the supporting.

Sec. 31-13. Appeals Process.

Any person who has been assessed a penalty or surcharge under this chapter and desires to appeal such penalty or surcharge, shall submit a written request to review the assessment to the Aztec Utility Billing Office. Such written request shall be submitted within ten (10) calendar days of the bill date from which the penalty or surcharge was assessed.

Upon receipt of the written request to review assessment, the Utility Business Office Director, may consider such factors as:

- The steps the water user has taken to correct the violation;
- Any unusual or unique circumstances that may have contributed to the violation having occurred;
- Any extraordinary hardship caused by the imposition of such penalties; and
- Any other relevant information presented by the water customer.

Collection of the penalty shall be held in abeyance during the pendency of any review. The Utility Business Office Director, the City Manager shall have the authority to suspend or cancel all or part of the penalty imposed for such violation if the review process determines that the penalty was inappropriately imposed or that the water customer has taken reasonable steps to prevent reoccurrence of such violation.

The decision of the review by the Utility Business Office Director may be appealed to the City Manager. The City Manager shall conduct a review in a manner similar to the procedure followed by the Utility Business Office Director described in this section. The decision of the review by the City Manager may be appealed to the Aztec City Commission in which a Quasi Judicial Hearing will be schedule. At the appeal hearing, City Commissioners shall hear the facts and may consider such other factors as:

- The steps the water user has taken to correct the violation;
- Any unusual or unique circumstances that may have contributed to the violation having occurred;
- Any extraordinary hardship caused by the imposition of such penalties; and

- Any other relevant information presented by the water customer.

Collection of the penalty shall be held in abeyance during the pendency of any hearing. The city commissioners shall have the authority to suspend or cancel all or part of the penalty imposed for such violation if the board determines that the penalty was inappropriately imposed or that the water customer has taken reasonable steps to prevent reoccurrence of such violation. The city commissioners shall make a record of the proceeding which shall include findings of fact and conclusions of law. The decision of the Aztec City Commission is the final step in the administrative procedures and is conclusive upon the water customer or violator. Any water customer or violator shall be considered to have exhausted all available administrative remedies upon issuance of the decision by the Aztec City Commissioners. Any customer or violator aggrieved by the decision of the Aztec City Commissioners may appeal such decision to district court.

Sec. 31-14 to 31-20 Reserved.

Sec. 31-21. Definitions.

Administrative Approval

May be granted by City Manager and/or Water Chief Operator.

City Provided Water

Water which is diverted or pumped from surface water and/or well sources and supplied to all citizens, businesses, industrial and governmental customers.

Drip Irrigation

Low pressure, low volume irrigation applied slowly, near or at ground level to minimize runoff and loss to evaporation.

Even-Numbered Properties

Properties who's official address ends in an even number. Landscaped areas associated with a building will use the number of that building as their address. Only one address shall be used for al large landscaped area associated with one building or activity, even if the landscaped area is broken into many separate sub-areas.

Odd-Numbered Properties

Properties who's official address ends in and odd number. Conditions except dates of watering are the same as *Even-Numbered Properties*.

Semi-Public

Any private clubs and/or fraternal organizations.

Service Area

All customers receiving water service from the City of Aztec water source.

Shut Off Nozzle

Device attached to end of hose that completely turns off the flow, even if left unattended.

Treated Effluent Water

A non-potable water source, which has been deemed acceptable for the intended use, by the State of New Mexico Environment Department.

Water Feature

Ornamental fountains and fish ponds.

Water Waste

The non-beneficial use of water.

Staff Summary Report

MEETING DATE:	July 10, 2018
AGENDA ITEM:	XII. BUSINESS ITEM (C)
AGENDA TITLE:	Final Adoption of Ordinance 2018-478 Amending Chapter 16, Article IV Utility Fees

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approve the Final Adoption of Ordinance 2018-478 Amending Chapter 16, Article IV Utility Fees
SUMMARY BY:	City Manager

PROJECT DESCRIPTION / FACTS

City Staff has been reviewing Chapter 16 Fee Schedule and also has undertaken an extensive review of the previous Water Conservation Plan which was written and adopted in 2003.

At the time the plan's approval, the City had not yet created Chapter 16 Fees. The City created Chapter 16 so that all fees that are charged by the City could be found in a single chapter of code. This is more efficient and easier for staff and citizens to find fees.

Because the plan has fees involved, staff realized that these fees ought to be removed from the plan and incorporated into Chapter 16. By doing so any changes to fees requires City Commission approval through the ordinance process which allows for public input and review. It provides better transparency to the Aztec citizens.

The fees which are related to water utility billing will be incorporated into Article IV. In addition, minor omissions were discovered and require correction within Sec 16-102 and 16-103 which are included in this ordinance.

City Commission approved the Intent to Adopt at the June 12, 2018 meeting.

SUPPORT DOCUMENTS: Ordinance 2018-478

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Final Adoption of Ordinance 2018-478 Amending Chapter 16, Article IV Utility Fees

**City of Aztec
Ordinance 2018-478
Amending Chapter 16, Article IV Utility Fees**

WHEREAS, City Staff is in the process of reviewing Chapter 16 Fee Schedule; and

WHEREAS, the Utility Office has identified a couple of minor edits; and

WHEREAS, the City is in the process of adopting a new Water Conservation and Drought Plan; and

WHEREAS, this plan has fees associated with violators of the drought stages; and

WHEREAS, for consistency purposes all fees are incorporated into Chapter 16 of the City Code;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-478 Amending Chapter 16, Article IV be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED this 10th day of July, 2018.

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

Mayor Victor C. Snover

ATTEST:

Karla Sayler, City Clerk

APPROVE AS TO FORM:

Larry Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

Chapter 16 – Fee Schedule

ARTICLE IV. UTILITY FEES

Sec. 16-102. Establishment of Services.

1. Account Setup or Transfer Fee.
Customer account setup, read on and read off, or turn on and turn off \$30.⁰⁰
2. Existing Landlord/Property Manager Accounts.
Turn-on, turn-off (per location) \$5.⁰⁰
3. After Hours Call.
After Hours call shall be the hours of 5:00 p.m. to 8:00 a.m., or weekends, or City observed holidays. (per call) \$50.⁰⁰
4. Disconnect Notice ~~(Red Tag)~~.
Notice sent to customer notifying customer of delinquent account \$20.⁰⁰
5. Non-Pay Disconnect - Re-establishment of Service.
Once service has been disconnected for non-payment, fee to connect utilities \$20.⁰⁰

(Code 2007, 16-102)

Sec. 16-103. Other Account Charges.

1. Returned Check Fee. \$25.⁰⁰
2. Collection Accounts. \$20.⁰⁰
3. Electric Meter Test Fee. \$50.⁰⁰
4. Water Meter Test Fee. \$50.⁰⁰
5. Damaged Water ERT. \$100.⁰⁰
(Encoded, Receiver, Transmitter)

6. Late Payment Assessment. 5%

(Code 2007, 27-603)

Sec. 16-203. Water Drought Fees.

1. Stage 1. Notice Only
2. Stage 2 Fees.
 - First Violation Notice Only
 - Second Violation \$75.⁰⁰ Accessed on Utility Billing
 - Third Violation \$125.⁰⁰ Accessed on Utility Billing

Fourth Violation

Water restricted or suspended

3. Stage 3 Fees.

First Violation

Notice Only

Second Violation

\$175.⁰⁰ Accessed on Utility Billing

Third Violation

Water restricted or suspended

4. Stage 4 Fees.

16,000 to 25,000 gallons

Increase to \$7⁵⁰ per 1,000 gallons all users

Greater than 25,000 gallons

Increase to \$10.⁰⁰ per 1,000 gallons all users

First Violation

Notice Only

Second Violation

\$300.⁰⁰ Accessed on Utility Billing

Third Violation

Water restricted or suspended

Staff Summary Report

MEETING DATE: July 10, 2018
AGENDA ITEM: XII. BUSINESS ITEM (D)
AGENDA TITLE: Final Adoption of Ordinance 2018-479 Amendment to Section 1-12 Mandatory Penalty and Fees; Disposition and Use of Fees

ACTION REQUESTED BY: Municipal Courts
ACTION REQUESTED: Approve the Final Adoption of Ordinance 2018-479 Amendment to Section 1-12 Mandatory Penalty and Fees; Disposition and Use of Fees
SUMMARY BY: Municipal Judge Gray

PROJECT DESCRIPTION / FACTS

The Aztec Municipal Courts in their review of Chapter 1 and in consultation with the Police Department has identified minor discrepancies and the need to update the fine amounts established in Section 1-12.

City Commission approved the Intent to Adopt at the June 12, 2018 meeting.

SUPPORT DOCUMENTS: Ordinance 2018-479

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Final Adoption of Ordinance 2018-479 Amendment to Section 1-12 Mandatory Penalty and Fees; Disposition and Use of Fees Disposition and Use of Fees

**City of Aztec
Ordinance 2018-479**

Amending Section 1-12 Mandatory Penalty and Fees; Disposition and Use of Fees

WHEREAS, City Staff is in the process of reviewing fees and fines; and

WHEREAS, during this review, the Aztec Municipal Courts has identified minor discrepancies and the need to update the fine amounts;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-479 Amending Section 1-12 Mandatory Penalty and Fees; Disposition and Use of Fees be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED this 10th day of July, 2018.

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

Mayor Victor C. Snover

ATTEST:

Karla Saylor, City Clerk

APPROVE AS TO FORM:

Larry Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

Chapter 1 GENERAL PROVISIONS

Sec. 1-12. Mandatory Penalty and Fees; Disposition and Use of Fees.

1. Mandatory Penalty. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, the maximum penalty for violation of any municipal ordinance shall be as follows:
 - (1) Except for those violations of ordinances described in subsections 1-2 and 1-3 of this section, a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than ninety (90) days or both;
 - (2) For violations of an ordinance prohibiting driving a motor vehicle while under the influence of intoxicating liquor or drugs, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) or imprisonment for not more than one hundred seventy-nine (179) days or both; and
 - (3) For violations of a industrial user waste-water pretreatment ordinance as required by the United States Environmental Protection Agency, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) a day for each violation.
(Code 2007, 1-12-1)
2. Specific Penalty Schedule. A fine and fee schedule for specific penalties.
 - (1) *Traffic and Offenses*. In reference to Chapter 12 and 24.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-1	Vehicle Subject To Registration	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-4.A	Register and Certificate of Title	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-6	Temporary Permit Required	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-13	Registration Required	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-17	License Tag Expired	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-17.A	Registration Renewals/Sticker Only	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-17.B	Replacement of Plate	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-17.C	Owner Shall Apply & Obtain Replacement Plate	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-18	Display of Registration Plates	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-19	Renewal of Registration	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-23	Registration Address Change	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-104	Use Registration Wrong Vehicle	No	\$101 \$106	\$29	\$130 \$135
12-1/66-3-105	Transfer of Ownership	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-301	Registration By Non-residents	No	\$51 \$56	\$29	\$80 \$85

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-401	Operate Vehicle with Special Plate	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-701	Bicycles; Effect of Regulations	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-702	Traffic Laws Apply To Persons Riding Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-703	Riding On Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-704	Clinging To Vehicles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-705	Riding On Roadways and Bicycle Paths	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-706	Carrying Articles On Bicycle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-707	Lamps and Other Equipment On Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-801	Equipment Violation	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-802	When Lighted Lamps Required	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-804	Headlamps Required (# Required)	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-805	Tail Lamps Required (LP Lamp)	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-806	Motor Vehicle To Be Equipped with Reflectors	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-807	Stop Lamps & Turns Signals	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-810	Color of Lamps - Front/Side/Rear/License	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-813	Lamps/Reflectors On Trailers	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-824	Lamp/Flag Projecting Load	No	\$41 \$46	\$29	\$70 \$75
12-1/663-825	Lamps On Parked Vehicles	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-827	Stop Lamps / Auxiliary Lamp	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-828	Signal Lamps & Devices (Brake Lamps White)	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-829	Additional Lighting Equipment	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-831	Multiple-Beam Equipment (Dimming)	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-834	Number of Driver Lamps Required	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-835	Spec Restrict On Lamps (Driving Lights)	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-840	Brakes	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-841	Improper Height / Handle Bar Mc	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-842	M/C Maneuverability	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-843	Horns and Warning Devices	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-844	Mufflers	No	\$41 \$46	\$29	\$70 \$75

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-845	Mirrors	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-846	Obstructed Windshield	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-846.1	Tinting on Windshields and Windows	Yes	\$41 \$46	\$29	\$70 \$75
12-1/66-3-847	Restrictions As To Tire Equipment	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-852	Stop Vehicle Interfere with Traffic	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-874	Safety Belts Required In Vehicles	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-887	Slow-Moving Vehicle Identification	No	\$41 \$46	\$29	\$70 \$75
12-1/66-3-901	Unsafe Condition – Vehicle	No	\$101 \$106	\$29	\$130 \$135
12-1/66-3-1003	Off Hwy Motor Vehicle Registration	No	\$51 \$56	\$29	\$80 \$85
12-1/66-3-1011	Operation On Streets or Highways	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-1012	Movement of off-Highway Vehicles Adjacent To Highway	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-1101	Mopeds: Standard, Operator Requirement	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-4-3	Use of Temporary Permits	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-2	Drivers Must Be Licensed	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-5	Person Not To Be Licensed	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-7	Driver's License Class / Exam	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-8	Instruction Permit / Temp License	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-9	Appl For License / Temp License	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-14	No Motorcycle Endorsement	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-16	Driver's License Carried/Exhibited On Demand	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-18	Altered / Forged / Fictitious License	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-19	Restricted Licenses	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-20	Duplicate Licenses	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-22	Driver's License Address Change	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-34	No Operation Under Forged License On Suspension	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-37.A	Unlawful Use of License	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-38	False Affidavit Perjury	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-39	Driver's License Suspended/Revoked	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-40	Permit Minor To Drive	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-5-41	Permit Unauthorized Person To Drive	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-59	Commercial Driver's License Required	No	\$51 \$56	\$29	\$80 \$85
12-1/66-5-205	Vehicle Must Have Insurance	No	\$301 \$306	\$29	\$330 \$335
12-1/66-5-205.1	Uninsured Motorist/Req Following Accident	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-230	Surrender of License and Registration	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-231	Forged Evidence of Insurance	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-409	Unlawful Use of Identification Card	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-4	Obedience To Police Officers	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-6	Authorized Emergency Vehicles	No	\$51 \$56	\$29	\$80 \$85
12-1/66-7-7	Traffic Laws Apply To Riding/Driving/Animals	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-104	Obedience Traffic Devices (Cover All)	No	\$61 \$66	\$29	\$90 \$95
12-1/66-7-105	Traffic Control Signal Legend (Lights)	No	\$61 \$66	\$29	\$90 \$95
12-1/66-7-106	Pedestrian Control Signal	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-108	Display Unauthorized Sign	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-109	Interfere with Traffic Dev	No	\$61 \$66	\$29	\$90 \$95
12-1/66-7-201	Duty Accident - Death or Injury	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-202	Accident Involving Damage Vehicle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-203	Duty To Give Information / Render Aid	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-204	Duty Upon Striking Unattended Vehicle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-205	Duty Upon Striking Fixtures/Other Objects	No	Set at Hearing	\$29	Set at Hearing
12-1/66-7-206	Immediate Notice of Accident	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-207	Written Reports On Accident	No	\$61 \$66	\$29	\$90 \$95
12-1/66-7-208	Driver Unable To Report	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-210	False Report	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-301.A.1	Speeding School Zone	No	\$101 \$106	\$29	\$130 \$135
12-1/66-7-301.A.2	Speeding 1 To 15 Mph Over	No	\$61 \$66	\$29	\$90 \$95
12-1/66-7-301.A.3	Speeding 16 To 25 Mph Over	No	\$76 \$81	\$29	\$105

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
					\$110
12-1/66-7-301.A.4	Speeding 26 Mph and Up	No	\$121 \$126	\$29	\$150 \$155
12-1/66-7-301.B.1	Speeding Basic Rule	No	\$64 \$66	\$29	\$90 \$95
12-1/66-7-303.1	Construction Zone	No	\$66 \$71	\$29	\$95 \$100
12-1/66-7-303.A.4	Construction Zone with Sign	No	\$122 \$126	\$29	\$154 \$156
12-1/66-7-303.D	Restricted Speed Zone	No	\$64 \$66	\$29	\$90 \$95
12-1/66-7-305	Minimum Speed	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-308	Improper Lane - Wrong Side	No	\$64 \$66	\$29	\$90 \$95
12-1/66-7-309	Improper Pass - Opposite Direct	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-310	Improper Pass - Overtake - Left	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-311	Improper Pass - On Right	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-312	Limitations On Overtaking On The Left	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-313	Further Limit On Driver/Left of Center of Roadway	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-314	Hazardous Vehicles Movement/Escort	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-315	No Passing Zone	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-316	One Way Roadway	No	\$64 \$66	\$29	\$90 \$95
12-1/66-7-317	Driving On Roadways Laned For Traffic	No	\$74 \$76	\$29	\$400 \$105
12-1/66-7-318	Following Too Closely	No	\$74 \$76	\$29	\$400 \$105
12-1/66-7-319	Driving On Divided Highway		\$74 \$76	\$29	\$400 \$105
12-1/66-7-320	Restricted Access Violation	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-321	Controlled Access Violation	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-322	Required Position/ Method Turning	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-323	Turn On Curve or Crest	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-324	Starting Parked Vehicle	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-325	Turn Movement & Required Signals	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-326	Signals By Hand / Arm or Signal Device	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-327	Method of Giving Hand / Arm Signals	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-328	Fail Yield / Approach Enter	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-329	Fail Yield / Turn Left	No	\$54 \$56	\$29	\$80 \$85

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-7-330	Vehicles Entering Stop or Yield Intersection	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-331	Fail Yield / Enter Private Drive	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-332	Operation of Vehicle On Approach of Emergency Vehicle	Yes -No	Set at \$106	\$29	\$135
12-1/66-7-332.1	Approach of Oncoming Vehicle: Yield Right of Way	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-333	Pedestrian - Violation	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-334	Pedestrian – Right-of-Way	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-335	Cross - Other Than Crosswalks	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-336	School Crossings	No	\$64 \$66	\$29	\$90 \$95
12-1/66-7-337	Drivers To Exercise Due Care	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-339	Pedestrian On Roadways	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-340	Pedestrians Solicit Rides/Bus in Roadway	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-345	Fail Stop - Stop / Yield Sign	No	\$64 \$66	\$29	\$90 \$95
12-1/66-7-346	Fail Stop - Alley / Private Drive	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-347	Passing School Bus	No	\$104 \$106	\$29	\$130 \$135
12-1/66-7-349	Stop / Stand / Park Districts	No	\$44 \$46	\$29	\$70 \$75
12-1/66-7-350	Remove Illegally Stopped Vehicle	No	\$44 \$46	\$29	\$70 \$75
12-1/66-7-351	Stop / Stand / Parking Prohibited	No	\$30 \$35	-	\$30 \$35
12-1/66-7-352	Additional Parking Regulations	No	\$30 \$35	-	\$30 \$35
12-1/66-7-352.5	Unauthorized Use: Penalty (Handicap Parking)	No	\$100 \$105	-	\$100 \$105
12-1/66-7-353	Unattended Motor Vehicle	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-354	Limitation On Backing	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-355	Improper Riding - Motorcycles	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-356	Helmets Required	No	\$44 \$46	\$29	\$70 \$75
12-1/66-7-357	Obstructing Drivers View / Mech	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-360	Coasting Prohibited	Yes	\$54 \$56	\$29	\$80 \$85
12-1/66-7-361	Following Fire Apparatus	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-362	Crossing Fire Hose	No	\$54 \$56	\$29	\$80 \$85
12-1/66-7-363	Animals On Highway	Yes -No	Set at Hearing \$101.00	\$29	Set at Hearing \$130.00
12-1/66-7-364	Put Glass, Etc On Highway	No	\$104 \$106	\$29	\$130 \$135

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-7-366	Occupy Moving House Trailer	No	\$51 \$56	\$29	\$80 \$85
12-1/66-7-367	Improper Opening of Doors	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-369.A	Child Restraint Device Required – 1st offense	No	\$61 \$66	\$29	\$90 \$95
12-1/66-7-369.A	Child Restraint Device Required - 2nd offense	No	\$71 \$76	\$29	\$100 \$105
12-1/66-7-369.A	Child Restraint Device Required - 3rd offense	No	\$81 \$86	\$29	\$100 \$105
12-1/66-7-372	Mandatory Seatbelts Law	No	\$51 \$56	\$29	\$80 \$85
12-1/66-7-374	Texting While Driving	No	\$61 \$66	\$29	\$90 \$95
12-1/66-7-401	Weight & Size Limitations	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-402	Width of Vehicles	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-403	Projecting Loads / Passing Vehicle	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-404	Height & Length - Vehicles	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-405	Minimum Vehicle Size	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-406	Special Load Limitations	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-407	Improper Load	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-408	Trailers & Towed Vehicles	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-413.A	Overload Permit	No	\$41 \$46	\$29	\$70 \$75
12-1/66-7-416.B	Liability For Damage	No	\$101 \$106	\$29	\$130 \$135
12-1/66-8-2	Improper Use of Registration	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-10	Duplicate or Replacement Registration Plate	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-102	DWI	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-102.D	DWI Aggravated	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-113	Reckless Driving	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-114	Careless Driving	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-115	Racing on Highways	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-120	Parties to a Crime	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-121	Offenses Person Owning/Controlling Vehicle	No	\$61 \$66	\$29	\$90 \$95
12-1/66-8-138	Open Container In Vehicle	No	\$100 \$106	\$29	\$129 \$135
12-2	Aiding An Illegal Activity	Yes	Set at	\$29	Set at

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
			Hearing		Hearing
12-3	Concealing	Yes	Set at Hearing	\$29	Set at Hearing
12-21	Assault	Yes	Set at Hearing	\$29	Set at Hearing
12-22	Battery	Yes	Set at Hearing	\$29	Set at Hearing
12-23	Libel	Yes	Set at Hearing	\$29	Set at Hearing
12-41	Criminal Damage To Property	Yes	Set at Hearing	\$29	Set at Hearing
12-42	Destructing/Defacing of Property	Yes	Set at Hearing	\$29	Set at Hearing
12-43	Tamper with Utilities	Yes	Set at Hearing	\$29	Set at Hearing
12-61	Petty Larceny	Yes	Set at Hearing	\$29	Set at Hearing
12-62	Shoplifting	Yes	Set at Hearing	\$29	Set at Hearing
12-63	Falsely Receive Services	Yes	Set at Hearing	\$29	Set at Hearing
12-64	Fraud	Yes	Set at Hearing	\$29	Set at Hearing
12-65	Receiving Stolen Property	Yes	Set at Hearing	\$29	Set at Hearing
12-81	Worthless Check – Notice	Yes	Set at Hearing	\$29	Set at Hearing
12-82	Worthless Check – Purpose	Yes	Set at Hearing	\$29	Set at Hearing
12-83	Worthless Check – Exception	Yes	Set at Hearing	\$29	Set at Hearing
12-84	Unlawful To Issue Worthless Check	Yes	Set at Hearing	\$29	Set at Hearing
12-85	Intent To Defraud - Worthless Check	Yes	Set at Hearing	\$29	Set at Hearing
12-101	Criminal Trespass	Yes	Set at Hearing	\$29	Set at Hearing
12-102	Wrongful Entry Public Facility	Yes	Set at Hearing	\$29	Set at Hearing
12-103	Wrongful Use of Public Property	Yes	Set at Hearing	\$29	Set at Hearing
12-104	Simple Trespassing	Yes	Set at Hearing	\$29	Set at Hearing
12-105	Idling, Loitering or Prowling	Yes	Set at Hearing	\$29	Set at Hearing
12-121	Disorderly Conduct	Yes	Set at Hearing	\$29	Set at Hearing
12-122	Unlawful Assembly	Yes	Set at Hearing	\$29	Set at Hearing
12-123	Disturbing The Peace	Yes	Set at	\$29	Set at

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
			Hearing		Hearing
12-124	Obstructing Movement	Yes	Set at Hearing	\$29	Set at Hearing
12-125	Unreasonable Noise	Yes	Set at Hearing	\$29	Set at Hearing
12- 121.A 127	Disorderly House	Yes	Set at Hearing	\$29	Set at Hearing
12-141	Removal of Barricades	Yes	Set at Hearing	\$29	Set at Hearing
12-142	Open Container	Yes	Set at Hearing	\$29	Set at Hearing
12-161	Unlawful Use of Deadly Weapon	Yes	Set at Hearing	\$29	Set at Hearing
12-162	Negligent Use of a Deadly Weapon	Yes	Set at Hearing	\$29	Set at Hearing
12-163	Unlawful Propulsion of Missiles	Yes	Set at Hearing	\$29	Set at Hearing
12-164	Unlawful Possession of Weapons	Yes	Set at Hearing	\$29	Set at Hearing
12-165	Firing of Rifle or Pistol	Yes	Set at Hearing	\$29	Set at Hearing
12-181	Curfew of Minors	Yes	Set at Hearing	\$29	Set at Hearing
12-182	Drinking in Public	Yes	Set at Hearing	\$29	Set at Hearing
12-183	Unlawful Possession of Marijuana	Yes	Set at Hearing	\$29	Set at Hearing
12-184	Obscenity	Yes	Set at Hearing	\$29	Set at Hearing
12-185	Prostitution	Yes	Set at Hearing	\$29	Set at Hearing
12-186	Patronizing Prostitutes	Yes	Set at Hearing	\$29	Set at Hearing
12-187	Indecent Exposure	Yes	Set at Hearing	\$29	Set at Hearing
12-188	Unlawful Possession of Drug Paraphernalia	Yes	Set at Hearing	\$29	Set at Hearing
12-206	Impersonating Public Officer	Yes	Set at Hearing	\$29	Set at Hearing
12-207	False Reports of Crimes	Yes	Set at Hearing	\$29	Set at Hearing
12-208	Resisting or Obstructing an Officer	Yes	Set at Hearing	\$29	Set at Hearing
12-209	Escape from Custody	Yes	Set at Hearing	\$29	Set at Hearing
12-210	False Alarms	Yes	Set at Hearing	\$29	Set at Hearing

(Ord. 2014-440, eff. 2015-Jan-21; Ord. 2013-428, eff. 2013-Aug-22)