

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
July 24, 2018
201 W. Chaco, City Hall
5:00 p.m.

5:00 p.m.

- A. Gross Receipts Tax Implementation
- B. Review and Discussion of Municipal Motor Vehicle Operation Fees
- C. Review and Discussion of Zoning Application Fees

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.

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
July 24, 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 Meeting Minutes July 10, 2018
- B. Metropolitan Planning Organization Joint Powers Agreement
- C. Veteran of Foreign Wars Post #614 Letter of Support
- D. Utility Department Destruction of Records
- E. Appointment of 2018 New Mexico Municipal League (NMML) Annual Conference Voting Delegates-annual Business Meeting
- F. Resolution 2018-1090 Municipal Surplus
- G. Resolution 2018-1091 FY18 Year End budget Adjustments
- H. Resolution 2018-1092 FY18 Fourth Quarter Financial Report
- I. CN F100091 New Mexico Department of Transportation Cooperative Project Agreement-Construction Work East Aztec Arterial
- J. Finance Department Destruction of Records
- K. 550 Brewing LLC Lease Agreement Amendment
- L. Letter to Aztec Municipal Schools on School Resource Officer and Zia Street Closure
- M. Resolution 2018-1094 To Place Question on Ballot of Election for Sunday Sales of Alcoholic Beverages

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IX. CONSENT AGENDA(continued)

N. Lodger's Tax Advisory Board Member Appointment

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

XII. BUSINESS ITEMS

- A. Intent to Adopt Ordinance 2018-480 Amending Chapter 16 Article VII Municipal Motor Vehicle Operation Fees
- B. Intent to Adopt Ordinance 2018-481 Amending Chapter 16 Article IX Community Development Fees
- C. Resolution 2018-1093 FY19 Annual Budget Adoption
- D. FY19 Funding Applications

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. LIQUOR LICENSE HEARING

- A. 550 Brewing Company, LLC DBA 550 Brewing Company 119 E. Chuska - New Liquor License
- B. Aztec Theater & Center for Music & Arts, Inc. 104 N. Main-New Liquor License

XV. DEPARTMENT REPORTS

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

XVI. CLOSED SESSION

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

XVII. BUSINESS ITEMS (continued)

E. City Manager Employment Agreement

XVIII. ADJOURNMENT

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Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	WORKSHOP (A)
AGENDA TITLE:	Gross Receipts Tax Implementation

REQUESTED BY:	Mayor Snover
REQUESTED:	
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

During the course of the annual budget review, questions regarding additional revenue sources were raised. One of those sources may be an increase in the gross receipts tax within the municipal boundary.

Based on FY18 Gross Receipts Revenues, 1/8 of one percent (.125%) generates \$126,000 annually.

TIMELINE:

If there is interest by the commission in proceeding with an increase in the gross receipts tax rate, a draft ordinance would be submitted to Taxation and Revenue for their review tomorrow (July 25, 2018). To enact a new rate on January 1, 2019 (assuming no voter petition):

August 14, 2018: Intent to Adopt Ordinance would be placed on agenda for Commission Action

September 11, 2018: Adoption of Ordinance

September 14, 2018: Submission of Ordinance to Taxation & Revenue

October 2018: Taxation & Revenue begins process to certify tax rates statewide.

January 1, 2019: Enactment of New Rate

GROSS RECEIPTS TAX RATES SAN JUAN COUNTY (not including Special Districts):

Aztec:	8%
Bloomfield:	8.1875%
Farmington:	7.625%
Kirtland:	6.625%
Remainder of County:	6.5625%

DESCRIPTION	MAXIMUM AVAILABLE	CURRENTLY ENACTED	TAX INCREMENT AVAILABLE	1/8 (.125%) ANNUAL REVENUE EST	CITY FUND	
Municipal	1.5000%	1.2500%	0.2500%	\$ 126,000	General	May be implemented by one or more ordinances of 1/8 of one percent (.125%); no election required; proceeds may be dedicated to general or specific purpose
Infrastructure	0.2500%	0.2500%	0.0000%		Road Fund (.125%) & Capital Projects Fund (.125%)	
Environmental	0.0625%	0.0625%	0.0000%		Joint Utility O&M	
Capital Outlay	0.2500%	0.2500%	0.0000%		Capital Projects Fund	
Hold Harmless	0.3750%	<u>0.0000%</u>	0.3750%			May be implemented by one or more ordinances of 1/8 of one percent (.125%); no election required; proceeds may be dedicated to general or specific purpose; currently would not replace Hold Harmless distribution from state if enacted
City Gross Receipts Rate		1.8125%				
SoNM Municipal Share		1.2250%				
SoNM Gross Receipts Tax Rate		3.9000%				
San Juan County Gross Receipts Tax Rate		1.0625%				
Total Gross Receipts Tax Rate		8.000%				

SoNM: State of New Mexico

MUNICIPAL GROSS RECEIPTS TAX LOCAL OPTIONS

This publication describes the various municipal gross receipts tax local options administered by the Department, and the administrative requirements for implementing a municipal gross receipts tax and for repealing or amending existing municipal gross receipts tax ordinances.

The municipal gross receipts taxes are collected at the same time and in the same manner as the state gross receipts tax. The municipality must notify the Department¹ at least three months prior to the effective date (either January 1 or July 1) of the enactment of any municipal gross receipts tax ordinance resulting in the imposition of or changes to tax rates. The local option tax rate changes are combined with the state gross receipts tax rate and incorporated into the *Gross Receipts Tax Rate Schedule* that is revised every six months.

The municipal local option taxes share a number of common features. All the taxes have the same base as the state gross receipts tax. All the taxes must conform to the provisions of the Gross Receipts and Compensating Tax Act.

The Department is authorized and required to charge an administrative fee on the net amount distributed to the municipalities (Subsection E of 7-1-6.41)². Effective April 7, 2009, the administrative fee increased from 3.0% to 3.25%. This additional one-fourth of one percent will be retained by the Department to fund the Fair Share Initiative. This initiative will create new positions that will improve compliance with state taxes including municipal local option taxes. This increase is currently authorized through FY 18 per House Bill 2 of the 2017 Legislative Session. No administrative fee is imposed on the first 0.5% of municipal gross receipts tax. The receipts from the municipal gross receipts tax are distributed to municipalities by the

¹ All references to "Department" mean the Taxation and Revenue Department.

² Statutory citations in this publication are to the New Mexico Statutes Annotated (NMSA 1978).

Department on or before the last day of the month following the month of collection.

MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAXES ACT

(7-19D-1 through 7-19D-18)

To aid in administration, nine separate municipal local option gross receipts taxes (municipal gross receipts tax, municipal environmental services gross receipts tax, municipal infrastructure gross receipts tax, municipal capital outlay gross receipts tax, quality of life gross receipts tax, municipal regional spaceport gross receipts tax, municipal higher education gross receipts tax, federal water project gross receipts tax and municipal hold harmless gross receipts tax) are consolidated in one act. Although the allowable tax rates and election requirements vary for the local option taxes, the procedures for imposing, amending or repealing the taxes are standardized. Municipalities must use the model ordinance provided by the Department. All actions necessary to adopt the ordinance, including completion of a required petition period, must be completed three months prior to the effective date and a certified copy of the ordinance must be provided to the Department within five days from the date the ordinance is adopted. The effective date of the ordinance must be July 1 or January 1, whichever date occurs first after the expiration of at least three months from the date the ordinance is mailed or delivered to the Department. When the municipality holds an election and the majority of the registered voters who vote in the election fail to approve an ordinance, the municipality cannot propose the imposition of any increment of the tax for one year after the date of the failed election.

MUNICIPAL GROSS RECEIPTS TAX

(7-19D-9)

Municipalities can impose a maximum municipal gross receipts tax of one and one-half percent (1.50%). The tax can be implemented by adoption of one or more ordinances in tax rate increments of one-eighth of one percent (.125%). Although no election is required, municipalities may provide for voter

approval of the ordinance imposing the tax. Voters also may petition for an election. If an election is held and the electorate fails to approve the ordinance imposing the tax, the municipality must wait one year from the election date before again attempting to adopt any increment of municipal gross receipts tax. Proceeds from the tax may be dedicated to a specific area of government of the municipality.

See page 7 for the municipal gross receipts tax model ordinance.

MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX (7-19D-11)

Municipalities can impose a maximum municipal infrastructure gross receipts tax of one-fourth of one percent (.25%). The tax can be implemented by adoption of one or more ordinances in tax rate increments of one-sixteenth of one percent (.0625%). Proceeds from the tax may be dedicated to various types of infrastructure improvements, to repay obligation bonds, to municipal general purposes, to various public transit system purposes, or to economic development plans and projects. All ordinances, regardless of the tax rate increment, whose tax proceeds are dedicated to economic development require an election. No election is required for the adoption of an ordinance for the first one-eighth of one percent (.125%) of municipal infrastructure gross receipts tax whose tax proceeds are for all other allowable purposes. No petition for an election is allowed unless required by a municipal charter. The adoption of an ordinance for the second one-eighth of one percent (.125%), regardless of how the proceeds will be used, requires an election.

See page 7 for the municipal infrastructure gross receipts tax model ordinance.

MUNICIPAL ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX (7-19D-10)

Municipalities can impose a municipal environmental services gross receipts tax of one-sixteenth of one percent (.0625%). No election is required and voters cannot petition for an election unless required by a municipal charter. Certain municipalities located in a Class B County with a net taxable value greater than \$750,000,000 for the 2008 property tax year may

impose an additional one-half of one percent (.50%) of municipal environmental gross receipts tax in increments of one-fourth of one percent (.25%). To be eligible for this additional imposition, a municipality must have a population of less than 25,000 but between either 7,500 and 7,800, or 1,500 and 2,000, according to the most recent federal decennial census³.

Proceeds from the tax must be dedicated to acquisition, construction, operation, and maintenance of solid waste facilities, water facilities, wastewater facilities, sewer systems, and related facilities.

See page 8 for the municipal environmental services gross receipts tax model ordinances.

MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX (7-19D-12)

Municipalities can impose a maximum municipal capital outlay gross receipts tax of one-fourth of one percent (.25%). The tax can be implemented by adoption of one or more ordinances in tax rate increments of one-sixteenth of one percent (.0625%). Proceeds from the tax may be dedicated to any municipal infrastructure purpose or for the payment of gross receipts tax revenue bonds for infrastructure purposes. All ordinances, regardless of the tax rate increment, require an election.

See page 9 for the municipal capital outlay gross receipts tax model ordinance.

QUALITY OF LIFE GROSS RECEIPTS TAX (7-19D-14)

Cuba is the only municipality to impose the quality of life gross receipts tax to fund the promotion and expansion of cultural programs at a maximum rate of one-fourth of one percent (.25%). The tax can only be imposed prior to January 1, 2016, in increments of one-sixteenth of one percent (.0625%). The tax cannot be imposed for a period longer than 10 years but may be extended for additional ten-year periods

³According to the 2010 U.S. Census Bureau data, the only eligible municipality for this additional imposition of the municipal environmental gross receipts tax is Questa (Taos County). Ruidoso and Ruidoso Downs (Lincoln County) were eligible using 2000 Census Bureau data.

through the adoption of subsequent ordinances. Revenue from the quality of life gross receipts tax is to be dedicated to cultural programs and activities provided by local governments and to nonprofit or publicly owned cultural organizations and institutions. It may not replace other funding sources for existing programs. No increment of the quality of life gross receipts tax may be effective until it is approved in an election by the majority of the voters in the municipality. Municipalities that impose the quality of life gross receipts tax must appoint a cultural advisory board to oversee the revenue distribution. The cultural advisory board will establish qualifications for organizations to receive funding; develop guidelines and recommendations for funding levels and establish reporting requirements.

SUPPLEMENTAL MUNICIPAL GROSS RECEIPTS TAX

Imposed by only two municipalities (until associated bonds are paid off), the proceeds are used to reconstruct water supply systems. No new enactments of this tax have been permitted since February 1986.

MUNICIPAL REGIONAL SPACEPORT GROSS RECEIPTS TAX (7-19D-15)

The governing body of a municipality which has become a member of a regional spaceport district must, by December 31, 2008, impose by ordinance an excise tax at a rate not to exceed one-half of one percent (.50%) of taxable gross receipts of a person engaging in business in the municipality for the privilege of engaging in business. Such a tax may be imposed in increments of not less than one-sixteenth of one percent (.0625%), but in total may not exceed the one-half of one percent (.50%) limit. The governing body must dedicate at least 75 percent of the proceeds of this tax to the regional spaceport district for the financing, planning, designing, engineering and construction of a spaceport pursuant to the regional spaceport district act. The governing body may dedicate no more than 25 percent of the revenue for spaceport-related projects as approved by resolution of the governing body of the municipality. The tax cannot become effective until approved by a majority of voters in an election.

See page 9 for the municipal regional spaceport gross receipts tax model ordinance.

MUNICIPAL HIGHER EDUCATION FACILITIES GROSS RECEIPTS TAX (7-19D-16)

Eligible municipalities may impose the municipal higher education facilities gross receipts tax up to one-fourth percent of one percent (.25%). An eligible municipality is one with a population of more than 50,000 in the last decennial census and which is located in a Class B County with a net taxable value for property tax purposes of more than \$2 billion⁴. The tax can be imposed in increments of one-sixteenth of one percent (.0625%). The tax cannot be imposed for a period longer than 20 years. Revenue from the municipal higher education gross receipts tax is to be dedicated for acquisition, construction, renovation or improvement of facilities of a four-year post-secondary public educational institution located in the municipality and acquisition of or improvements to land for those facilities or payment of municipal higher education facilities gross receipts tax revenue bonds issued pursuant to Chapter 3, Article 31 NMSA 1978. No increment of the municipal higher education gross receipts tax may be effective until it is approved in an election by the majority of the voters in the election.

See page 10 for the municipal higher education facilities gross receipts tax model ordinance.

FEDERAL WATER PROJECT GROSS RECEIPTS TAX (7-19D-17)

Eligible municipalities may impose the federal water project gross receipts tax at a rate not to exceed one-fourth percent (.25%) on any person engaging in business in the municipality. An eligible municipality is one located in a Class B County that has a population pursuant to the most recent federal decennial census of greater than twenty thousand but

⁴ Using 2000 U.S. Census Bureau data Rio Rancho (Sandoval County) is the only eligible municipality for the municipal higher education facilities gross receipts tax. There are no qualifying municipalities when the 2010 U.S. Census Bureau Data is considered.

less than twenty-five thousand⁵. Revenue from this tax must be used for the repayment of loan obligations to the federal government for the construction, expansion, operation and maintenance of a water delivery system and for the expansion, operation and maintenance of that water delivery system after the loan obligation to the federal government is retired or repaid. The revenue from the federal water project gross receipts tax shall not be dedicated to repay revenue bonds or any other form of bonds. No increment of the federal water project gross receipts tax may be effective until it is approved in an election by the majority of the voters in the municipality. A municipality that imposes the federal water project gross receipts tax shall not also impose a municipal capital outlay gross receipts tax.

See page 10 for the federal water project gross receipts tax model ordinance.

MUNICIPAL HOLD HARMLESS GROSS RECEIPTS TAX (7-19D-18)

Municipalities can impose a maximum municipal hold harmless gross receipts tax of three-eighths of one percent (.375%). The tax can be implemented by adoption of one or more ordinances, in one-eighth increments up to an aggregate rate of three-eighths percent. Municipalities may impose increments of one-eighth of one percent. Proceeds from the tax may be dedicated to a specific purpose or area of municipal government services, including but not limited to police protection, fire protection, public transportation or street repair and maintenance. No election is required and voters cannot petition for an election.

Any law that imposes or authorizes the imposition of a municipal hold harmless gross receipts tax or that affects the municipal hold harmless gross receipts tax, or any supplemental law shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any outstanding revenue bonds that may be secured by a pledge of such municipal hold harmless gross

receipts tax unless such outstanding revenue bonds have been discharged in full or provision has been fully made.

See page 11 for the municipal hold harmless gross receipts tax model ordinance.

AMENDING AN EXISTING ORDINANCE

The only section of a Municipal Local Option Gross Receipts Tax Ordinance that can be amended is Section 4, the dedication section, and it may only be amended if the revenues are not committed to payment of bonds. The procedure for enacting an ordinance to amend an ordinance and any election requirement are the same as those for enacting an original ordinance. If an election is held and the electorate fails to approve the amendment, the existing increment of tax shall continue in effect and shall be dedicated for the purposes specified in the original ordinance. The municipality must wait one year from the election date before attempting to amend the purpose for the revenue again.

See model ordinance for amending a dedication of a municipal local option gross receipts tax on page 11.

REPEALING AN EXISTING ORDINANCE

The procedure for enacting an ordinance to repeal an ordinance and any election requirements are the same as for enacting an original ordinance. See model ordinance for repealing a municipal local option gross receipts tax on page 11.

⁵ Currently Gallup (McKinley County) is the only eligible municipality for the federal water project gross receipts tax.

STEPS TO ENACT AN ORDINANCE

1. Obtain a copy of the model ordinance from the Taxation and Revenue Department. The Department model ordinance, after it has been filled in, must be adopted as provided. Any other format must be approved in advance by the Taxation and Revenue Department. (See sample ordinances on pages 7 through 11.)

2. Fill out the model ordinance. Section 1 of the ordinance should be completed to indicate the proposed tax rate (either 0.0625%, 0.125%, 0.25%, 0.50%, 0.75%, 1.0% or 1.25% depending on which type of tax is being proposed).

Section 4 should be completed to indicate the specific purpose to which the revenue will be dedicated.

In Section 5, fill in the effective date of either January 1 or July 1, whichever date occurs first after the expiration of at least three months from the date the ordinance is to be delivered or mailed to the Department. The delivery or mailing date is no more than 5 days after: a) the date the governing body adopts the ordinance if a referendum petition is not received; b) the date of the election if a valid petition is received and the ordinance is approved by the electorate; or c) the date of the election if the governing body mandates an election on the ordinance and the ordinance is approved by the electorate.

Section 6 is mandatory and must be completed when enacting the:

Municipal higher education facilities gross receipts tax.

Section 6 is optional and should be completed only if the municipality wants the ordinance to expire (sunset) on a specific date (either January 1 or July 1) for the following impositions:

Municipal gross receipts tax;

Municipal infrastructure gross receipts tax;

Municipal environmental services gross receipts tax;

Municipal capital outlay gross receipts tax;

Municipal regional spaceport gross receipts tax;

Federal water project gross receipts tax; and
Municipal hold harmless gross receipts tax.

Municipalities are strongly encouraged to submit draft ordinances to the Department prior to the ordinance's publication or approval by municipal officials. Identifying errors in the early stages of the adoption process can prevent complications during later steps and help to ensure the Department's approval of a municipality's ordinance and timely receipt of associated revenue.

3. Publish a notice of the proposed ordinance. The municipality gives notice of the proposed ordinance by publishing its title and subject matter at least two weeks prior to consideration of final action on the ordinance by the governing body.

4. Follow the appropriate election procedure. See Table 1 for the procedure when a municipality opts for an election or if an election is required (positive referendum). See Table 2 for the procedure when the municipality opts for a petition (negative referendum) and a valid petition is filed. See Table 3 for the procedure when the municipality opts for a petition (negative referendum) and no petition is filed or when no election is required. If an election is held and the electorate fails to approve the ordinance, the municipality must wait one year from the election date before attempting to impose, amend or repeal the increment of tax again. Specific questions concerning the election process should be directed to the Information Services Division of the NM Municipal League at (505) 982-5573 (in Santa Fe) or 1-800-432-2036 (outside Santa Fe).

5. Send the ordinance to the Department. Mail or deliver a certified copy of the approved ordinance to the Department: 1) within five days after the expiration of the petition period if no petition for referendum is filed, 2) within five days after the election is held and the election results are certified and the ordinance is approved, or 3) within five days from the date the governing body approves the ordinance where no election is required. (If a referendum is held and the ordinance is not approved by the electorate, please inform the Department.)

Send the ordinance by certified mail, return receipt requested, with a copy of the canvass of the election or a signed statement that no petition for referendum was received or that no election was required, to:

Taxation and Revenue Department
Tax Information and Policy Office
P. O. Box 630
Santa Fe, NM 87504-0630

corrections noted and copies of adopted tax ordinances, amended tax ordinances or repealed tax ordinances attached.

Failure to notify the Department will result in the Department's taking no action to collect the tax. Failure to notify the Department within the required time may result in a delay of at least six months in the effective date of the tax.

A municipality imposing a new municipal local option, or amending or repealing an existing municipal local option must meet the statutory deadline in Section 7-19D-3. This means that all required action must be completed by the following deadlines:

Deadline	Effective Date
March 31 st	July 1 st
September 30 th	January 1 st

Failure to meet the statutory deadlines will result in a six-month delay of the action requested by the municipal governing body.

6. Publish the adopted ordinance. The municipal clerk publishes the adopted ordinance in its entirety or by title and summary any time from one day after the electorate approves the ordinance or the petition waiting period expires until five days before the effective date of the ordinance.

7. Return the survey table to the Department. Every six months (March and September) the Department sends a survey table (see page 13 for sample survey table) to each municipality. The survey's main purpose is to confirm the municipality tax rates. It is important that you respond **even if there have been no changes**. Please return the completed survey immediately to the attention of the Tax Information and Policy Office at the mailing address provided in Step 5 or via email to sylvia.sena@state.nm.us, with

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	WORKSHOP (B)
AGENDA TITLE:	Review and Discussion of Municipal Motor Vehicle Operation Fees.

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Discussion
SUMMARY BY:	Delain George

PROJECT DESCRIPTION / FACTS

- NM Taxation and Revenue Motor Vehicle Division (NMTRD-MVD) allows municipalities that operate motor vehicle offices to impose an administrative fee to help offset the costs incurred by the municipality for providing MVD services.
- June 22, 2010, the Aztec City Commission approved to adopt Ordinance 2010-386 to establish administrative fees for Aztec MVD. At this time fees were set at three dollars (\$3.⁰⁰) per transaction.
- April 15, 2015, The Aztec City Commission approved Ordinance 2015-443 to increase the administrative fee for Aztec MVD to five dollars (\$5.⁰⁰) for all transactions.
- Staff is proposing to increase all MVD transactions by \$1.⁰⁰ from \$5.⁰⁰ to \$6.⁰⁰ with the exception of VIN Inspections and Road Tests would increase \$5.⁰⁰ to \$10.⁰⁰. This increase would help bring Aztec MVD closer to standing on its own without the support of additional general fund revenues. MVD is one of the few general fund departments that is able to offset expenses by its revenue to support the department.
- By state statute, counties and municipalities receive fees from the state for most transactions. \$6.⁰⁰ per driver's license, \$5.⁰⁰ per ID card, motor vehicle/boat registrations and titles. In addition, if an office performs more than ten thousand transactions in preceding fiscal year an additional \$1.⁰⁰ is received per transaction for the next year's transactions. The City of Aztec has met this performance for many years now. There is also a \$1.⁵⁰ State administration fee that is received on MVD transactions. Depending on the transaction type the City of Aztec receives reimbursement from NMTRD of \$8.⁵⁰ or \$7.⁵⁰ per transaction.
- The administrative fee collected must be a separate payment from the State MVD transaction/payment and cannot be combined into one payment. The City administration fee must be in cash as the City of Aztec does not accept checks, credit/debit card payments for administration fees. State MVD transactions must be paid with a credit/debit card or cash. The City of Aztec does not accept checks for MVD transactions with the exception of processing dealer title work.

- Since 2010, NM MVD has also allowed privately run offices to open, such as Roadrunner MVD in Aztec and ASAP in Farmington. These offices have a variety of fees. Typically, a title transaction administrative fee is \$25, and VIN inspection can range from \$25 to \$75.
- The additional administrative fee is posted at all workstations, on our lobby message board and on the city website.
- On average Road Tests take 15 minutes and VIN Inspections take 10 minutes to perform, once completed then they would move on to issuing a driver's license or title.

PROCUREMENT

Not Applicable.

FISCAL IMPACTS

Potential increase to general fund revenues in the amount of \$18,907, based on a 3 year average of all transactions performed. Our deficit for a three year average has been \$13,067. The City is fortunate enough to give a Cost of Living Allocation (COLA) to city employees the impact to Aztec MVD budget is approximately \$2,675. Health insurance rates increased 4% the impact to Aztec MVD is approximately \$670. Bringing the estimated deficit for FY 2019 to the Aztec MVD is \$16,615.

SUPPORT DOCUMENTS:

- MVD Comparison and Estimated Revenue Sheet.
- 10 year summary of Aztec MVD Expenses & Revenues
- FY19 Budget Report

DEPARTMENT'S RECOMMENDED MOTION: No Motion, discussion purposes only.

MVD OFFICE COMPARISON AND POSSIBLE FEE INCREASE TO MVD TRANACTIONS

Comparison of Other MVD Office and Fees	Office Type	VIN's	Road Tests	All Transactions
Road Runner MVD	Private	\$25	NA	\$25
Bloomfield	Municipal	* \$5/\$10	\$5	\$5
NM MVD - Farmington	State	\$0	\$0	\$0
City of Rio Rancho **	Municipal	\$10	\$10	\$10
City of Deming	Municipal	\$5	\$5	\$5
City of Hobbs	Municipal	\$5	\$5	\$5
Blue Sky VIN Inspections	Private	\$50	NA	NA
ASAP Farmington	Private	\$25	NA	\$25
Town of Bernalillo	Municipal			
Town of Chama	Municipal	\$5	\$5	\$5

* Bloomfield charges \$10 for a VIN Inspection when the VIN Inspection is performed by a Bloomfield Clerk and the paperwork is taken to another office to get the title.

	FY2018 <i>Estimated</i>	FY2017 <i>Actual</i>	FY2017 <i>Actual</i>	3 Year Avg
Total Transactions	15,183	13,228	14,297	14,236
MVD Transaction Fees:	94,225	82,854	94,152	90,410
City Admin Fees:	75,697	66,558	70,741	70,999
Total Revenue:	169,922	149,412	164,893	161,409
Operation Costs	179,931	176,665	167,441	174,679

Add'l support needed from :

General Fund Revenues	(\$10,009)	(\$27,253)	(\$2,548)	(\$13,270)
Increase to Personnel 2.1% COLA				(\$2,675)
Health Insurance Increase 4%				(\$670)
Estimated amount of Revenue to break even				(\$16,615)

Type of Transaction	2016	2017	2018	3 Year Avg
VIN Inspections	738	733	782	751
Road Tests	458	389	406	417
Total Road Tests & VINs	1196	1122	1188	1,168
All Other Transactions	13101	12106	13995	13,067

MVD OFFICE COMPARISON AND POSSIBLE FEE INCREASE TO MVD TRANACTIONS

Increase City Admin Fee	Potential Revenue Increase
For VIN's and Road Test	
Increase \$5 to \$10	\$5,840
<hr/>	
\$1 increase to all other	
Transactions (Avg 13,000)	\$13,067
<hr/>	
Total Increase	\$18,907
Less Estimated Deficit	
Based on 3 Year Average	(\$16,615)
Additional to General Fund	\$2,292

Aztec MVD
10 year
Summary of Revenue Expenses

AZTEC MVD	FY2018	FY2017	FY2016	FY2015	FY2014	FY2013	FY2012	FY2011	FY2010	FY2009	10 Year
	<u>Estimated</u>	<u>Actual</u>	<u>Average</u>								
Revenues	169,922	149,412	164,893	137,969	144,729	163,840	149,812	194,285	158,375	180,232	161,347
Expenses	179,931	176,665	167,441	170,853	190,798	170,750	192,938	206,205	204,516	197,376	185,747
(Deficit)/Over Budget	(10,009)	(27,253)	(2,548)	(32,884)	(46,069)	(6,910)	(43,126)	(11,920)	(46,141)	(17,144)	-24,400

MVD MONTHLY REPORT
REPORT #9111
8.33 % Yr Complete For Fiscal Year: 2019 / 7

ACCOUNT NUMBER	DESCRIPTION	2018 TTL EXP	2018 YTD EXP	2019 BUDGET	2019 MTD	2019 YTD	2019 OUT ENC	2019 UNENC BAL	2019 % USED
MVD REVENUES:									
101-1150-34150	M.V.D. TRANSACTN FEES	86,725	7,331	80,000	0	0	0	80,000	0.0%
101-1150-34152	MVD CITY TRANSACTION FEES	75,697	6,114	65,000	950	950	0	64,050	1.5%
	TOTAL MVD:	162,421	13,444	145,000	950	950	0	144,050	1.0%
=====									
MVD EXPENDITURES									
101-1150-41000	SALARIES: FT (SCH HRS>19/	113,925	4,416	122,000	0	0	0	122,000	0.0%
101-1150-41100	SALARIES: PART TIME < 20	13,500	435	15,000	0	0	0	15,000	0.0%
101-1150-41650	BENEFIT: CELL PHONE ALLOW	615	51	700	0	0	0	700	0.0%
101-1150-41900	OVERTIME	233	0	2,000	0	0	0	2,000	0.0%
101-1150-42100	F I C A	9,250	348	10,700	0	0	0	10,700	0.0%
101-1150-42200	P E R A	10,874	422	11,700	0	0	0	11,700	0.0%
101-1150-43100	HEALTH INSURANCE	16,960	1,190	32,000	0	0	0	32,000	0.0%
101-1150-43110	RETIREE HEALTH INSURANCE	2,277	88	2,500	0	0	0	2,500	0.0%
101-1150-43200	WORKER'S COMPENSATION	39	0	100	0	0	0	100	0.0%
101-1150-43201	WORKERS COMPENSATION PREM	710	0	750	0	0	0	750	0.0%
101-1150-43500	UNEMPLOYMENT	0	0	1,000	0	0	0	1,000	0.0%
	PERSONNEL	168,384	6,952	198,450	0	0	0	198,450	0.0%
101-1150-51100	SUPPLIES	936	128	1,960	53	53	0	1,907	2.7%
101-1150-51200	REFERENCE MATERIALS, SUBS	195	0	200	0	0	0	200	0.0%
101-1150-51301	COMPUTER ACCESSORIES	0	0	500	0	0	0	500	0.0%
101-1150-51510	UNIFORMS	600	122	400	0	0	0	400	0.0%
101-1150-52106	FACILITY MAINT MATERIALS	11	0	500	0	0	0	500	0.0%
101-1150-53210	NON CPTL: AV EQUIP/TELECO	399	0	500	0	0	0	500	0.0%
	SUPPLIES	2,141	250	4,060	53	53	0	4,007	1.0%
101-1150-61000	TRAVEL	489	0	800	0	0	0	800	0.0%

MVD MONTHLY REPORT

REPORT #9111

8.33 % Yr Complete For Fiscal Year: 2019 / 7

ACCOUNT NUMBER	DESCRIPTION	2018 TTL EXP	2018 YTD EXP	2019 BUDGET	2019 MTD	2019 YTD	2019 OUT ENC	2019 UNENC BAL	2019 % USED
101-1150-61201	TRAINING	0	0	500	0	0	0	500	0.0%
101-1150-62100	OIL & GAS FOR VEHICLES &	52	0	700	0	0	0	700	0.0%
101-1150-63200	FACILITY MAINTENANCE	576	8	825	0	0	110	715	13.4%
101-1150-63300	EQUIPMENT MAINT/SOFTWARE	460	0	635	0	0	723	88-	113.9%
101-1150-63301	LEASE EQUIP; NON CAPITAL	1,585	0	1,740	0	0	1,627	113	93.5%
101-1150-64246	OFFICIAL BOND	1,410	0	2,300	0	0	2,025	275	88.0%
101-1150-65200	INS: PROPERTY	483	0	510	543	543	0	33-	106.5%
101-1150-66100	UTILITIES-EL, WA, SWR, GBG	1,723	142	2,200	0	0	0	2,200	0.0%
101-1150-66200	UTILITIES-NAT GAS	272	3	400	0	0	82	318	20.5%
101-1150-66300	UTILITIES -COMMUNICATION	2,034	151	2,300	81	81	2,043	176	92.3%
101-1150-68203	POSTAGE	322	7	630	0	0	0	630	0.0%
101-1150-68970	BAD DEBT EXPENSE	0	0	30	0	0	0	30	0.0%
	SERVICES	9,407	310	13,570	624	624	6,610	6,336	53.0%
	NON CAPITAL GRANTS	0	0	0	0	0	0	0	0.0%
	CAPITAL	0	0	0	0	0	0	0	0.0%
	TOTAL EXPENDITURES	179,931	7,512	216,080	677	677	6,610	208,793	3.0%

Est Budget
 Rev 145,000
 Exp 216,080
 Proj. Deficit <71,080>

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 July 10, 2018
4

5 **I. CALL TO ORDER**

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

9 **II. INVOCATION**

10
11 The Invocation was led by Rebecca Morgan from First Presbyterian Church in
12 Farmington
13

14 **III. PLEDGE OF ALLEGIANCE**

15
16 The Pledge of Allegiance was led by Commissioner Sipe
17

18 **IV. NEW MEXICO PLEDGE**

19
20 The New Mexico Pledge was led by Commissioner Sipe
21

22 **V. ROLL CALL**

23
24 Members Present: Mayor Victor Snover; Mayor Pro-Tem Rosalyn Fry;
25 Commissioner Austin Randall; Commissioner Sherri
26 Sipe
27

28 Members Absent: Commissioner Mark Lewis
29

30 Others Present: City Attorney Larry Thrower; City Clerk Karla Saylor;
31 Project Manager Ed Kotyk (see attendance sheet)
32

33 **VI. AGENDA APPROVAL**

34
35 MOVED by Commissioner Randall to Approve the Agenda as given,
36 SECONDED by Mayor Pro-Tem Fry
37

38 All voted Aye: Motion passed four to zero
39

40 **VII. CITIZEN RECOGNITION**

41
42 Interim City Manager Steve Mueller mentioned that the new mural down town
43 looks super and he is going to try and track down the artists and give them recognition.
44
45
46

47 **VIII. EMPLOYEE RECOGNITION**

48

49 Commissioner Sipe presented City Attorney Larry Thrower with a plaque of
50 recognition for 13 years of service.

51 Interim City Manager Steve Mueller thanked the Electric Department and the
52 Police Department for their service to the community with handling the power outage.
53 Mayor Snover also thanked both departments for their work.

54

55 **IX. CONSENT AGENDA**

56

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

61

62 Moved by Commissioner Sipe, **SECONDED** by Commissioner Randall to
63 approve the Consent Agenda as given.

64

65 All Voted Aye: Motion Passed Four to Zero

66

67 **X. ITEMS FROM CONSENT AGENDA**

68

69 None

70

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

72

73 Colby King an Aztec resident expressed his disappointment with the Mayor
74 following a banter on social media. He mentioned that after a differing of opinions the
75 Mayor visited Colby's place of employment as the Mayor of the City of Aztec and tried to
76 have him fired. He mentioned that his regional director was contacted because he
77 doesn't have a local boss. Mr. King felt like this action as a Mayor is unbecoming and
78 unacceptable.

79

80 **XII. BUSINESS ITEMS**

81

- 82 A. Final Adoption of Ordinance 2018-476 Amending Chapter 16, Division 3, Section
83 16-211 Solid Waste Rates

84

85 Interim City Manager Steve Mueller mentioned that we have not received any
86 comments from the public.

87

88 Moved by Commissioner Sipe, to Approve Final Adoption of Ordinance 2018-476
89 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates **SECONDED** by
90 Commissioner Randall

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A Roll Call was taken; all voted Aye
Motion passed four to zero

B. Final Adoption of Ordinance 2018-477 Creating of Chapter 31 Water Conservation and Drought Plan

Interim City Manager Steve Mueller mentioned that we received one comment. It was an oversight on staff's part and the ordinance has been amended to reflect the change.

Moved by Commissioner Randall, to Approve Final Adoption of Ordinance 2018-477 Creating of Chapter 31 Water Conservation and Drought Plan as amended
SECONDED by Mayor Pro-Tem Fry

A Roll Call was taken; all voted Aye
Motion passed four to zero

C. Final Adoption of Ordinance 2018-478 Amending Chapter 16, Article IV Utility Fees

Interim City Manager Steve Mueller mentioned that we received one comment. It was an oversight on staff's part and the ordinance has been amended to reflect the change.

Moved by Commissioner Randall, to Approve Final Adoption of Ordinance 2018-477 Creating of Chapter 31 Water Conservation and Drought Plan as amended
SECONDED by Mayor Pro-Tem Fry

A Roll Call was taken; all voted Aye
Motion passed four to zero

D. Final Adoption of Ordinance 2018-479 Amendment to Section 1-12 Mandatory Penalty and Fees; Disposition and Use of Fees

Interim City Manager Steve Mueller mentioned that we received no comments.

Moved by Commissioner Sipe, to Approve Final Adoption of Ordinance 2018-479 Amendment to Section 1-12 Mandatory Penalty and Fees. Disposition and Use of Fees
SECONDED by Commissioner Randall

A Roll Call was taken; all voted Aye
Motion passed four to zero

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XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Interim City Manager Steve Mueller gave an update on events including the Geo Tourism on the 12th, and the following week the Animas La Plata Project Tour in Durango. Reservoir # 1 is full. Hope the rain continues.

Commissioner Sipe mentioned that she received a call from Richard Riley with the VFW and they are asking the Commission for a letter of support for the bingo license. San Juan County Growth Management meeting on the 12th, the 13th is the meeting for the new Ruins Superintendent, the 17th National Night Out, 18th is the Animas La Plata Tour and supposed to have a North West NM Senior meeting and the 19th is EDAB. She asked Karla to sign her up for the NMML Conference in Roswell. She mentioned that our forefathers had a belief in God in all of the things they structured for our country. Grandson who just enlisted in the National Guard and we need to keep all of our uniformed men and women and police and firefighters in our prayers.

Mayor Pro-Tem Fry mentioned that she also has a lot of meetings the Library Board, Four Corners Economic Development (3 meetings) and San Juan Safe Communities.

Mayor Snover mentioned that he covered the MPO meeting for Commissioner Sipe and he was glad he went there was a presentation on mass transit in Farmington, and trying to get ridership up on the Red Apple. He attended the Airport Advisory meeting got to meet the board members. They added a new member and re-added a member so they board is full now, it was informative and he looks forward to the next one. Mayor Snover congratulated Commissioner Sipes grandson for joining the guard.

Larry Thrower thanked Aztec for a great 13 years as City Attorney.

XIV. DEPARTMENT REPORTS

Police Chief Heal invited everyone to National Night Out, they will be honoring a retired police officer who was shot in the line of duty Ronnie Garner. Meeting on Thursday in Santa Fe.

Electric Director Ken George mentioned that he will be meeting with members of Farmington Electric tomorrow and they are wanting Aztec to be out of power for probably 8 hours for repairs. He will know more after meeting and will keep them informed.

XV. ADJOURNMENT

Moved by Commissioner Sipe, SECONDED by Mayor Pro-Tem Fry to adjourn the meeting at 6:31 p.m.

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Mayor, Victor Snover

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

DRAFT

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (B)
AGENDA TITLE:	Metropolitan Planning Organization Joint Powers Agreement

ACTION REQUESTED BY:	Farmington Metropolitan Planning Organization (FMPO) Mary L. Holton, ACIP
SUMMARY BY:	Steven M. Saavedra, CFM

PROJECT DESCRIPTION / FACTS

- Created in 2003 as the result of the 2000 census, the Farmington Metropolitan Planning Organization (FMPO) is a federally mandated transportation policy-making organization that is made up of representatives from local government and governmental transportation authorities. The United States Congress passed the Federal-Aid Highway Act of 1962, which required the formation of an MPO for any urbanized area with a population greater than 50,000. Federal funding for transportation projects and programs are channeled through this planning process. Congress created MPOs in order to ensure that existing and future expenditures of governmental funds for transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process.
- The member entities of the FMPO include the City of Aztec, Bloomfield, Kirtland, Farmington, and San Juan County.
- The JPA outlines the role of the City of Farmington as the fiscal agent, and the roles of the Policy and Technical Committees.
- Each member entity is represented by elected officials on the Policy Committee (currently Commissioner Sherri Sipe is the City of Aztec representative) and by agency staff members on the Technical Committee (Steven Saavedra /Community Development Director, represents the City of Aztec).
- The attached JPA was reviewed and approved by the MPO Policy Committee

on June 28, 2018.

- The existing JPA expires July 28, 2018.
- Risk of not renewing JPA: If the City Commission does not approve the Joint Powers Agreement for the Farmington MPO, the MPO will continue to operate and exist, albeit in a diminished capacity. Transportation planning for the member entities would continue, but the City of Aztec would not be represented. This could jeopardize future funding for City road projects, as the City would not have an input into the MPO's Transportation.
- The cost to participate in the MPO for FFY 2019 is proposed at \$ 3350.28.

SUPPORT DOCUMENTS: 2018 Farmington Metropolitan Organization (FMPO) Joint Powers Agreement (JPA)

2015 Farmington Metropolitan Organization (FMPO) Joint Powers Agreement (JPA)

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the renewal of the Joint Powers Agreement - Metropolitan Planning Organization

Joint Powers Agreement

Between the Cities of Aztec, Bloomfield, Farmington, the Town of Kirtland, and San Juan County, For the Governance of the Farmington Metropolitan Planning Organization.

This Joint Powers Agreement is entered into on this 1st day of _____, 2018, by and between the **City of Aztec**, a municipal corporation, hereinafter referred to as "**Aztec**", the **City of Bloomfield**, a municipal corporation, hereafter referred to as "**Bloomfield**", the **City of Farmington**, a municipal corporation, hereafter referred to as "**Farmington**", the **Town of Kirtland**, a municipal corporation, hereinafter referred to as "**Kirtland**", and the **County of San Juan**, a political subdivision, hereinafter referred to as "**San Juan County**", all established as public entities in the State of New Mexico. This Agreement amends and replaces the previous Joint Powers Agreement dated July 28, 2015, under which the **Farmington Metropolitan Planning Organization**, hereinafter referred to as "**FMPO**", has been operating under pursuant to the Joint Powers Agreement Act, being Sections 11-1-1 et. Seq., NMSA 1978, as amended.

WITNESSETH:

WHEREAS, the area in San Juan County surrounding Aztec, Bloomfield, and Farmington was designated as the Farmington "Urbanized Area" as a result of the 2000 United States Census and became the Farmington Metropolitan Statistical Area in 2003, and Aztec, Bloomfield, Farmington, and San Juan County initially formed the Farmington Metropolitan Planning Organization through the adoption of a Joint Powers Agreement (hereinafter "JPA") on April 22, 2003, for the purpose of identifying regional transportation needs and developing a comprehensive transportation plan for the FMPO's metropolitan planning area (MPA); and,

WHEREAS, the parties hereto agree that it is in the best interests of Aztec, Bloomfield, Farmington, and San Juan County, the member entities of the FMPO, to add the Town of Kirtland to the MPO, and to maintain and continue the Metropolitan Planning Organization, in order to conduct coordinated, continuing, and comprehensive transportation planning in the region; and,

WHEREAS, the FMPO shall continue to oversee and direct regional transportation policy and to accomplish general transportation planning within the MPA; and,

WHEREAS, Aztec, Bloomfield, Farmington, Kirtland, and San Juan County authorize the City of Farmington to contract with the New Mexico Department of Transportation (NMDOT) for the purpose of receiving funding to support the activities of the FMPO as the MPO's fiscal agent; and,

WHEREAS, FMPO's transportation policies are governed by the MPO Policy Committee that is comprised of elected and/or appointed officials, or their designated alternates, from Aztec, Bloomfield, Farmington, Kirtland, and San Juan County, the member entities of FMPO; and,

WHEREAS, pursuant to the Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1 through 11-1-7, Aztec, Bloomfield, Farmington, Kirtland, and San Juan County are explicitly authorized

to enter into a JPA to establish, govern, and manage a separate agency to possess and exercise common powers of the parties; and,

WHEREAS, this Joint Powers Agreement shall supersede and replace the previous Joint Powers Agreement dated July 28, 2015; and,

WHEREAS, FMPO will carry out the purpose and all duties specified in 23 CFR §450 Subpart C.

NOW, THEREFORE, in consideration of the premises and the covenants hereafter contained, the parties hereby agree as follows:

SECTION ONE:

Authority: The authority under which the parties have entered into this agreement are the New Mexico Statutes: Sec. 11-1-1 to 11-1-7 NMSA 1978 (Joint Powers Agreements Act); Sec. 3-18-1, Seq. NMSA 1978 (Municipal Code); Sec 4-37-1 et. Seq. NMSA 1978 (County Ordinance); Sec. 13-1-44, Sec. 13-1-111 through Sec. 13-1-117 and Sec. 13-1-135 and Sec. 13-1-136 NMSA 1978 (Procurement Code).

SECTION TWO:

Term: The term of this Agreement shall extend from the 1st day of August, 2018, to the 30th of September, 2020; and this Agreement shall be renewed automatically each year, subject to the appropriation of funds.

SECTION THREE:

Fiscal Agent: The parties agree that the Fiscal Agent for the Farmington MPO shall be the City of Farmington. As the Fiscal Agent, the City of Farmington shall be responsible for the accounting and administration of all funds necessary to operate the MPO, including co-signing the MPO's cooperative agreements with the NMDOT. This shall include such operating expenditures as, but is not limited to, office supplies and equipment, office rent, utilities, vehicle purchase and maintenance, budgeting, auditing, procurement, personnel, information technology, and legal services. Any member entity may voluntarily contribute cash or in-kind services toward the MPO's operations expense. All expenditures by the MPO shall be done in accordance with the requirements of the New Mexico Procurement Code. All expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning, and Title 49 U.S.C. Section 5303, Metropolitan Planning, shall be done in accordance with State and Federal requirements related to the expenditures of such funds.

SECTION FOUR:

Organizational Structure: The organizational structure of the Farmington Metropolitan Planning Organization shall be as follows:

A. An MPO Policy Committee shall be formed to establish policy to govern the urban transportation planning process.

1. The MPO Policy Committee shall consist of:
 - a. One (1) member who shall be an elected or appointed official from Aztec.
 - b. One (1) member who shall be an elected or appointed official from Bloomfield.
 - c. Three (3) members who shall be elected or appointed officials from Farmington.
 - d. One (1) member who shall be an elected or appointed official from Kirtland.
 - e. Two (2) members who shall be an elected or appointed official from San Juan County.
 - e. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).
 - f. Each member identified above shall be entitled to one (1) vote. Each member may have an alternate member who shall be formally designated by the Governing Body of that public agency and who shall be permitted to participate and vote in the absence of that member. A majority vote of five (5) members shall be required for any formal action taken by the MPO Policy Committee.
 - g. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT), and other ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 - h. The MPO Policy Committee is governed by this JPA and the MPO's Committee Bylaws.

2. The function of the MPO Policy Committee shall be as follows:
 - a. Serve as a forum for cooperative decision-making in transportation-related matters by principal elected officials of local governments.
 - b. Provide general policy guidance and direction to the Metropolitan Planning Organization and to the Technical Committee for the urban transportation planning process.
 - c. Review and approve actions taken by the Metropolitan Planning Organization in its performance of those functions shown in Subsection C and Subsection D below.
 - d. Provide general policy guidance and direction to the Metropolitan Planning Organization Officer and MPO staff in the performance of his/her duties.
 - e. Receive and consider input to the transportation planning process from the citizens of the MPA.
 - f. Report the status of urban transportation planning at a public meeting at least annually.

- g. Periodically review and establish the jurisdictional boundaries of the MPA, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
 - h. Develop and approve an annual budget that is adequate to fund the required activities of the MPO.
 - i. Undertake such other activities as it may deem necessary and appropriate to carry out transportation planning for the urban area.
- B. An MPO Technical Committee shall be formed to act as technical advisors to the MPO Policy Committee.
 - 1. The MPO Technical Committee shall consist of:
 - a. One (1) member who shall be appointed by Aztec.
 - b. One (1) member who shall be appointed by Bloomfield.
 - c. Three (3) members who shall be appointed by Farmington. One (1) of these members shall be appointed by the Red Apple Transit.
 - d. One (1) member who shall be appointed by Kirtland.
 - e. Two (2) members who shall be appointed by San Juan County.
 - f. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).
 - 2. Membership on the MPO Technical Committee should be made up of persons having expertise in transportation planning or programs or in transportation related planning or programs. The MPO Technical Committee is governed by this JPA and the MPO's Committee Bylaws.
 - 3. Each member of the MPO Technical Committee identified above shall be entitled to one (1) vote. Each member of the MPO Technical Committee may designate an alternate member who shall be permitted to participate and vote in the absence of that MPO Technical Committee member. A majority vote of five (5) members shall be required for any formal action taken by the MPO Technical Committee.
 - 4. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT) and other appropriate ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 - 5. The MPO Officer may be designated as a non-voting ex-officio member of the MPO Technical Committee by the Policy Committee. The MPO Officer and MPO staff shall provide staff assistance to the MPO Technical Committee as necessary, including the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.
 - 6. The functions of the MPO Technical Committee shall be those designated by the MPO Policy Committee, including, but not limited to, providing technical information and analysis on transportation planning issues and projects; making recommendations regarding the priorities of individual transportation projects to

be included on the TIP, and such other functions as are specified elsewhere in this Agreement.

7. Advisory (voting and non-voting) members may also be designated to participate in the MPO Technical Committee from time to time by action of the MPO Policy Committee.

C. The Metropolitan Planning Organization shall be designated by the Governor of the State of New Mexico, pursuant to Section 112 of the Federal Highway Act of 1973. The MPO boundary shall be shown in the attached Exhibit A. The MPO boundary shall be reviewed periodically and may be amended by the MPO Policy Committee, subject to the review and approval of the Governor of the State of New Mexico, as required by law.

D. The Metropolitan Planning Organization, in cooperation with the State, shall perform the following functions:

1. Address the seven (7) National Planning Goals in the Fixing America’s Surface Transportation (FAST) Act, listed below, by establishing performance targets.

Goal Area	National Goal
Safety	To achieve a significant reduction in traffic fatalities and serious injuries on all public roads
Infrastructure condition	To maintain the highway infrastructure asset system in a state of good repair
Congestion reduction	To achieve a significant reduction in congestion on the National Highway System
System reliability	To improve the efficiency of the surface transportation system
Freight movement and economic vitality	To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development
Environmental sustainability	To enhance the performance of the transportation system while protecting and enhancing the natural environment
Reduced project delivery delays	To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies’ work practices

2. Because transportation planning studies are programmed for funding in the MPO’s United Planning Work Program (UPWP), specific consideration is given to the federal planning factors (23 USC 134). The FAST Act added two (2) new planning factors to the eight (8) factors established in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-

LU) transportation legislation. In accordance with the legislation, studies and strategies undertaken by the MPO shall:

- a. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
 - b. Increase the safety of the transportation system for all motorized and nonmotorized users.
 - c. Increase the ability of the transportation system to support homeland security and to safeguard the personal security of all motorized and nonmotorized users.
 - d. Increase accessibility and mobility of people and freight.
 - e. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
 - f. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
 - g. Promote efficient system management and operation.
 - h. Emphasize the preservation of the existing transportation system.
 - i. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
 - j. Enhance travel and tourism.
3. Carry out the metropolitan transportation planning process through the guidance of the USDOT-HUD-EPA livability principles, which shall provide for consideration of projects and strategies that will:
- a. Provide more transportation choices;
 - b. Promote equitable, affordable housing;
 - c. Enhance economic competitiveness;
 - d. Support existing communities;
 - e. Coordinate policies and leverage investment; and,
 - f. Value communities and neighborhoods.
4. Develop and publish a Unified Planning Work Program (UPWP) describing all urban transportation and transportation-related planning activities the MPO intends to undertake during the subsequent two year period.
5. Develop and implement a proactive Public Participation Plan (PPP) which will provide complete information to the public in a timely manner, address the public involvement requirements stated in the FAST Act , and provide an opportunity for access to key decisions.
6. Establish a performance-based approach to the transportation decision making process and to transportation plans such as the MTP and TIP.

7. Prepare, and periodically update, a Metropolitan Transportation Plan (MTP) which identifies existing or future transportation facilities that should function as an integrated metropolitan transportation system or serve important national and regional transportation functions for a 20-year planning period, including a financial plan that demonstrates how the long range transportation plan can be implemented to maintain the system, make the most efficient use of existing transportation facilities to relieve congestion and maximize the mobility of people and goods, and indicates appropriate transportation enhancement activities. Furthermore, the MTP will include performance measures and targets as well as a report evaluating the condition of the transportation system based on these performance targets.
8. Develop and update a Transportation Improvement Plan (TIP) for the urbanized area which shall include a priority list of proposed federally supported projects within the time period specified by NMDOT and a financial plan which demonstrates how the TIP can be implemented. The TIP will include a description of how it will achieve the performance targets outlined in the MTP.
9. The developments of the TIP and the MTP, shall be coordinated with other providers of transportation within and connecting to the area within the MPA.
10. Coordinate performance targets with NMDOT to ensure consistency.
11. Integrate performance-based processes into other transportation plans.
12. Cooperate with the NMDOT in the development of NMDOT's Long Range Transportation Plan (LRTP) for the MPA, pursuant to Section 134 of Title 23 and Section 5303 of Title 49.
13. Maintain a Traffic Forecast Model (Travel Demand Model) and maintain data on traffic counts and socioeconomic conditions (population, employment, and land use) for the area within the MPA.
14. Develop the Annual Listing of Federally Obligated Projects with obligated amounts for the MPO and publish the results annually on the MPO website.
15. Manage the expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning (PL funds), and Title 49 U.S.C. Section 5303, Metropolitan Planning, as amended, and under the direction of the MPO Policy Committee.
16. Enter into Agreement with NMDOT for funding and other matters as deemed necessary by the MPO Policy Committee.
17. Take such other actions as may be necessary as directed and approved by the MPO Policy Committee.

E. The MPO staff, including the MPO Officer, shall be employees of the fiscal agent or a subcontractor to the fiscal agent retained specifically to manage the MPO. The MPO staff shall provide support and assistance to the MPO Policy and MPO Technical Committees and shall be responsible for the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes. The fiscal agent or its subcontractor will house all personnel files of MPO employees, and MPO staff shall be responsible for providing updates to maintain personnel files. The fiscal agent or its subcontractor will provide human resources services, including payroll, for MPO employees. The fiscal agent or its subcontractor shall include participation by Policy Committee members in hiring decisions. Benefits and all policy matters related to personnel shall be provided by and governed by the fiscal agent or its subcontractor.

1. The principal duties of the MPO Officer are:
 - a. Maintain official plans and records of the MPO, manage the daily operations of the MPO, and prepare necessary reports as required by federal regulations and NMDOT.
 - b. Manage the budget and expenditures for the MPO in accordance with all applicable State and Federal Laws, as well as the Unified Planning Work Program (UPWP) as approved by the MPO Policy Committee, NMDOT, FHWA-NM, and FTA. Maintain a current record of expenditures by the State and FHWA for transportation projects and facilities within the MPO's planning area.
 - c. Develop and update the Unified Planning Work Program (UPWP), the Public Participation Plan (PPP), the Transportation Improvement Program (TIP), the List of Obligated Projects, and the Metropolitan Transportation Plan (MTP) for review by the MPO Technical Committee, and for approval by the MPO Policy Committee.
 - d. Ensure compliance with the State of New Mexico Open Meetings Act, and other applicable State Laws.
 - e. Co-signing the MPO's cooperative agreements with the NMDOT.
 - f. Supervise the other MPO staff.
2. The principal duties of MPO staff are to ensure the MPO is in compliance with all federal and state requirements applicable to metropolitan planning, including carrying out the necessary metropolitan planning activities and keeping and distributing agendas, minutes, and other records in compliance with all applicable statutes.

SECTION FIVE:

Budgeting and Cost Allocation

- A. The operating costs for the MPO shall be allocated to the member entities using the following formula that is based on proportions of the most current population estimates from the U.S. Census Bureau, 2010-2014 American Community Survey:

Entity	Estimated Population	Percentage of Required Local Match
Aztec	6,587	7%
Bloomfield	7,749	8%
Farmington	45,318	48%
Kirtland	471	1%
San Juan County (within the MPA)	34,275	36%
Total	94,400	100%

- B. The fiscal agent will invoice the entities on a quarterly basis for each entity's share of the actual operating cost of the MPO as well as provide members of the Policy Committee and the entities with an update on the MPO's financial status. Any expenditure deemed non-reimbursable by NMDOT shall require the advance approval of the Policy Committee and shall be subject to the funding formula contained in Paragraph A.
- C. The budget year for the MPO shall be from October 1 to September 30 of each year.
- D. The budget for the MPO shall be established annually based on figures provided for federal funds and approved by the MPO Policy Committee. The annual budget shall be established in a timely manner each year so that each entity can budget its share of the MPO's operating cost in its own annual budget.
- E. It is further agreed that the parties hereto assume that some of the expense of the continuing transportation planning process will be provided for by funds apportioned under Section 104 (f), 23 CFR or by grants made under Sections 8 or 9, 49 CFR. Expenses not so provided shall be assumed by the member agencies according to the cost allocation specified in Section Five of this Agreement. A listing of anticipated funding sources shall be contained in the annual budget that is developed to support the Unified Planning Work Program for Transportation Planning and which shall be presented to the MPO Policy Committee for approval.

SECTION SIX:

Severability: It is hereby declared to be the intention of the parties that the articles, sections, sub-sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, section, sub-section, or article of this Agreement, shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, sections, sub-sections, or articles of this Agreement, since the same would have been entered into by the parties without such invalid portion.

SECTION SEVEN:

Amendment:

- A. This Agreement may be supplemented or re-negotiated as necessary to meet changing conditions and as recommended by the MPO Policy Committee. This may include, but not be limited to, the following:
 - 1. The passage of a new federal transportation bill that includes new or revised requirements for metropolitan planning.
 - 2. A significant change in membership and structure of the MPO that may result from an entity withdrawing from the MPO, additions or reductions of membership to the MPO committees, changes based on census data, or modifications to the MPO boundary.

- B. Except as to the funding formula contained in Section Five, Paragraph A., which may only be amended by unanimous consent of all parties, this Agreement may be amended by mutual agreement of any three (3) of the five (5) parties to the Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three (3) parties.

SECTION EIGHT:

Approvals: This agreement shall be subject to approval by the New Mexico Department of Finance and Administration pursuant to the New Mexico Joint Powers Agreements Act and pursuant to Sec. 13-1-135 NMSA 1978 and shall be effective as of the date of such approval. The MPA boundary, as initially established by this Agreement and as may be periodically amended by the MPO Policy Committee, shall be subject to the approval of the Governor of New Mexico, pursuant to 23 CFR 450.306.

SECTION NINE:

Termination:

- A. One entity may withdraw from this Agreement by giving ninety (90) days' notice to the other Entities.
- B. This agreement may be terminated by mutual agreement of any three of the five parties to this Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three parties, and by giving written notice at least ninety (90) days prior to the effective date of termination to the NMDOT and all parties to the Agreement.

SECTION TEN:

Conflict Resolution Process: In the event of a disagreement between the Entities, it is agreed that the Entities will resolve any disagreements at the lowest possible level. If a disagreement cannot be resolved at the lowest level, the Conflict Resolution hierarchy in the following table will be followed. If other agencies are involved, personnel from equivalent organizational levels will be included in the conflict resolution process.

Entity to Entity	Days to Escalate
Technical Committee	Next monthly meeting
Policy Committee	Next scheduled meeting
Local Councils/Commissions	Next scheduled meeting

If the disagreement cannot be resolved at the Technical Committee level and the entities agree to escalate, the issue will be discussed with the Policy Committee at their next scheduled meeting. If an agreement still cannot be reached, then the issue will be escalated to the local councils and commissions at their next scheduled meeting.

Mediation and facilitation may be used at any level to help expedite resolution. Mediation will be at agreement as needed and shall be held within the MPO planning area.

Disposition of Assets Upon Dissolution: The Entities agree that if the MPO formed under this JPA is dissolved or for whatever reason otherwise ceases to exist, any remaining funds and equipment associated with the MPO will be disposed of as follows:

- A. Any remaining funds will be returned to the Entities in proportion to their contribution;
- B. Any remaining equipment will be returned to the Entity contributing it or, if the equipment was purchased with contributed funds, the equipment will be distributed in proportion to contribution made; and,
- C. Any remaining equipment purchased with federal or state grant funds will be subject to 2 CFR 200.313(e).

IN WITNESS WHEREOF, the Parties have here unto affixed their signatures:

THE CITY OF AZTEC, NEW MEXICO

MAYOR

ATTEST:

AZTEC CITY CLERK

(SEAL)

APPROVED AS TO FORM:

AZTEC CITY ATTORNEY

THE CITY OF BLOOMFIELD, NEW MEXICO

MAYOR

ATTEST:

BLOOMFIELD CITY CLERK

(SEAL)

APPROVED AS TO FORM:

BLOOMFIELD CITY ATTORNEY

THE CITY OF FARMINGTON, NEW MEXICO

MAYOR

ATTEST:

FARMINGTON CITY CLERK

(SEAL)

APPROVED AS TO FORM:

FARMINGTON CITY ATTORNEY

THE TOWN OF KIRTLAND, NEW MEXICO

MAYOR

ATTEST:

KIRTLAND TOWN CLERK

(SEAL)

APPROVED AS TO FORM:

KIRTLAND TOWN ATTORNEY

THE COUNTY OF SAN JUAN, NEW MEXICO

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

SAN JUAN COUNTY CLERK

(SEAL)

APPROVED AS TO FORM:

COUNTY ATTORNEY, SAN JUAN COUNTY

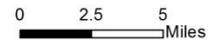
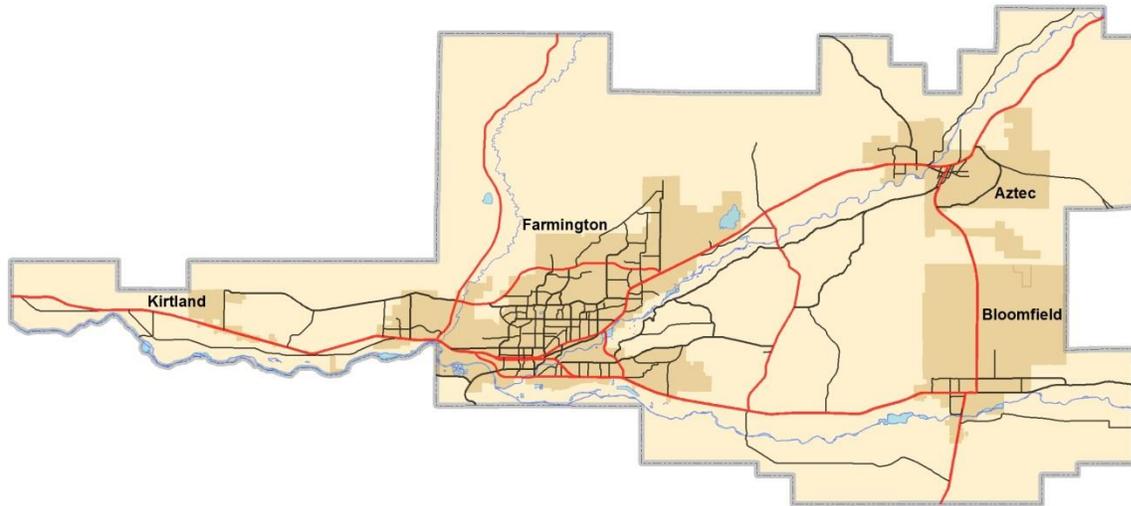
APPROVED:
THE STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: _____
SECRETARY

DATE

EXHIBIT A
FARMINGTON MPO BOUNDARY

Farmington Metropolitan Planning Organization



DFA OFFICE OF THE SECRETARY
2015 AUG 25 AM 11:10

**JOINT POWERS AGREEMENT
METROPOLITAN PLANNING ORGANIZATION**

THIS JOINT POWERS AGREEMENT entered into this 28th day of July, 2015, by and between the **CITY OF AZTEC, NEW MEXICO**, hereinafter referred to as "Aztec", **CITY OF BLOOMFIELD, NEW MEXICO**, hereinafter referred to as "Bloomfield", **CITY OF FARMINGTON, NEW MEXICO**, hereinafter referred to as "Farmington", and the **COUNTY OF SAN JUAN, NEW MEXICO**, hereinafter referred to as "San Juan County", pursuant to the Joint Powers Agreement Act, being Sections 11-1-1 et. Seq., NMSA 1978, as amended.

WITNESSETH:

WHEREAS, as a result of the 2010 Census of Population and Housing for the United States, the Bureau of the Census has determined that the Farmington area has an Urbanized Area (UZA) population of 53,049 and has Urban Clusters in Aztec (8,456), Bloomfield (9,892), and Kirtland (8,200); and formally was listed as the Farmington Urbanized Area (UZA) in the Federal Register, Volume 77, Number 59 part IV, published on March 27, 2012; and,

WHEREAS, the entities within the Farmington UZA formed a Metropolitan Planning Organization (MPO) through the adoption of a Joint Powers Agreement on April 22, 2003 for the purpose of identifying transportation needs and developing a comprehensive transportation plan for the Metropolitan Planning Area (MPA) that included the Farmington UZA and all areas within the twenty year planning horizon of the UZA; and,

WHEREAS, the member entities of the Farmington Metropolitan Planning Organization (FMPO) contract with the New Mexico Department of Transportation (NMDOT) for the purpose of receiving funding to support the activities of the MPO; and,

WHEREAS, the FMPO is governed by the MPO Policy Committee that is comprised of appointed officials, or their alternates, from each of the governmental units participating in the MPO for the purpose of establishing, overseeing, and directing transportation related policy within the Farmington MPA; accomplishing overall transportation planning for the Cities and County within the MPO boundary; performing the work specified in contracts with the New Mexico Department of Transportation; and complying with the provisions of Titles 23 and 49 United States Code related to Metropolitan Planning.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereby agree as follows:

SECTION ONE:

Authority: The authority under which the parties have entered into this agreement are the New Mexico Statutes: Sec. 11-1-1 to 11-1-7 NMSA 1978 (Joint Powers Agreements Act); Sec. 3-18-1, Seq. NMSA 1978 (Municipal Code); Sec 4-37-1 et. Seq. NMSA 1978 (County Ordinance); Sec. 13-1-44, Sec. 13-1-111 through Sec. 13-1-117 and Sec. 13-1-135 and Sec. 13-1-136 NMSA 1978 (Procurement Code).

SECTION TWO:

Term: The term of this Agreement shall extend from the 1st day of October, 2015 to the 30th of September, 2018; and this Agreement shall be renewed automatically each year, subject to the appropriation of funds by the Entities.

SECTION THREE:

Fiscal Agent: The parties agree that the Fiscal Agent for the Farmington MPO shall be the City of Farmington. The City of Farmington shall be responsible for the accounting and administration of all funds necessary to operate the MPO. There shall be a Metropolitan Planning Organization Officer (MPO Officer) who shall be an employee of the City of Farmington and shall be responsible to monitor and insure that all expenditures by the MPO shall be done in accordance with the requirements of the New Mexico Procurement Code. In addition, the MPO Officer shall insure that all expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning, and Title 49 U.S.C. Section 5303, Metropolitan Planning, shall be done in accordance with State and Federal requirements related to the expenditures of such funds.

SECTION FOUR:

Organizational Structure: The organizational structure of the Farmington Metropolitan Planning Organization shall be as follows:

- A. An MPO Policy Committee shall be formed to establish policy to govern the urban transportation planning process.
 1. The MPO Policy Committee shall consist of:
 - a. One (1) member who shall be an elected or appointed official from Aztec.
 - b. One (1) member who shall be an elected or appointed official from Bloomfield.
 - c. Two (2) members who shall be elected or appointed officials from Farmington.
 - d. One (1) member who shall be an elected or appointed official from San Juan County.
 - e. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).

- f. Each member identified above shall be entitled to one (1) vote. Each member may have an alternate member who shall be formally designated by the Governing Body of that entity and who shall be permitted to participate and vote in the absence of that member. A majority vote of the members shall be required for any formal action taken by the MPO Policy Committee.
 - g. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT), and other ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 - h. The MPO Officer and MPO staff shall serve as staff for the Policy Committee and shall be responsible for the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.
2. The function of the MPO Policy Committee shall be as follows:
- a. Serve as a forum for cooperative decision-making in transportation-related matters by principal elected officials of local governments.
 - b. Provide general policy guidance and direction to the Metropolitan Planning Organization and to the Technical Committee for the urban transportation planning process.
 - c. Review and approve actions taken by the Metropolitan Planning Organization in its performance of those functions shown in Subsection C and Subsection D below.
 - d. Provide general policy guidance and direction to the Metropolitan Planning Organization Officer and MPO staff in the performance of his/her duties.
 - e. Receive and consider input to the transportation planning process from the citizens of the MPA.
 - f. Report the status of urban transportation planning at a public meeting at least annually.
 - g. Periodically review and establish the jurisdictional boundaries of the MPA, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
 - h. Develop and approve an annual budget that is adequate to fund the required activities of the MPO.
 - i. Undertake such other activities as it may deem necessary and appropriate to carry out transportation planning for the urban area.
- B. An MPO Technical Committee shall be formed to act as technical advisors to the MPO Policy Committee.
- 1. The MPO Technical Committee shall consist of:
 - a. One (1) member who shall be appointed by Aztec.
 - b. One (1) member who shall be appointed by Bloomfield.
 - c. Two (2) members who shall be appointed by Farmington

- d. One (1) member who shall be appointed by San Juan County.
 - e. One (1) member who shall be appointed by the Red Apple Transit.
 - f. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).
- 2. Membership on the MPO Technical Committee should be made up of persons having expertise in transportation planning or programs or in transportation related planning or programs.
 - 3. Each member of the MPO Technical Committee identified above shall be entitled to one (1) vote. Each member of the MPO Technical Committee may designate an alternate member who shall be permitted to participate and vote in the absence of that MPO Technical Committee member. A majority vote of the MPO Technical Committee's membership shall be required for any formal action taken by the Committee.
 - 4. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT) and other appropriate ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 - 5. The MPO Officer may be designated as a non-voting ex-officio member of the MPO Technical Committee by the Policy Committee. The MPO Officer and staff shall provide staff assistance to the MPO Technical Committee as necessary, including the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.
 - 6. The functions of the MPO Technical Committee shall be those designated by the MPO Policy Committee, including, but not limited to, providing technical information and analysis on transportation planning issues and projects; making recommendations regarding the priorities of individual transportation projects to be included on the TIP, and such other functions as are specified elsewhere in this Agreement.
 - 7. Advisory (voting and non-voting) members may also be designated to participate in the MPO Technical Committee from time to time by action of the MPO Policy Committee.
- C. The Metropolitan Planning Organization shall be designated by the Governor of the State of New Mexico, pursuant to Section 112 of the Federal Highway Act of 1973. The MPO boundary shall be shown in the attached Exhibit A. The MPO boundary shall be reviewed periodically and may be amended by the MPO Policy Committee, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
 - D. The Metropolitan Planning Organization, in cooperation with the State, shall perform the following functions:

1. Carry out the metropolitan transportation planning process through the guidance of the federal planning factors and the USDOT-HUD-EPA livability principles, which shall provide for consideration of projects and strategies that will:
 - a. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
 - b. Increase the safety of the transportation system for motorized and non-motorized users.
 - c. Increase the security of the transportation system for motorized and non-motorized users.
 - d. Increase the accessibility and mobility options available to people and for freight;
 - e. Protect and enhance the environment, promote energy conservation, improve the quality of life; and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
 - f. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
 - g. Promote efficient system management and operation;
 - h. Emphasize the preservation of the existing transportation system;
 - i. Provide more transportation choices;
 - j. Expand access to affordable housing;
 - k. Enhance economic competitiveness;
 - l. Target federal funds towards existing communities to spur revitalization and protect rural landscapes;
 - m. Increase collaboration among federal, state, and local governments to better target investments and improve accountability; and,
 - n. Value the unique qualities in all communities.

2. Address the seven National Planning Goals in MAP-21 by establishing performance targets.

Goal Area	National Goal
Safety	To achieve a significant reduction in traffic fatalities and serious injuries on all public roads
Infrastructure condition	To maintain the highway infrastructure asset system in a state of good repair
Congestion reduction	To achieve a significant reduction in congestion on the National Highway System
System reliability	To improve the efficiency of the surface transportation system
Freight movement and economic vitality	To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development
Environmental	To enhance the performance of the transportation system

sustainability	while protecting and enhancing the natural environment
Reduced project delivery delays	To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

3. Develop and publish a Unified Planning Work Program (UPWP) describing all urban transportation and transportation-related planning activities the MPO intends to undertake during the subsequent two year period.
4. Develop and implement a proactive Public Participation Plan (PPP) which will provide complete information to the public in a timely manner, address the public involvement requirements stated in the bill Moving Ahead for Progress in the 21st Century (MAP-21), and provide an opportunity for access to key decisions.
5. Establish a performance-based approach to the transportation decision making process and to transportation plans such as the MTP and TIP.
6. Prepare, and periodically update, a Metropolitan Transportation Plan (MTP) which identifies existing or future transportation facilities that should function as an integrated metropolitan transportation system or serve important national and regional transportation functions for a 20-year planning period, including a financial plan that demonstrates how the long range transportation plan can be implemented to maintain the system, make the most efficient use of existing transportation facilities to relieve congestion and maximize the mobility of people and goods, and indicates appropriate transportation enhancement activities. Furthermore, the MTP will include performance measures and targets as well as a report evaluating the condition of the transportation system based on these performance targets.
7. Develop and update a Transportation Improvement Plan (TIP) for the urbanized area which shall include a priority list of proposed federally supported projects within the time period specified by NMDOT and a financial plan which demonstrates how the TIP can be implemented. The TIP will include a description of how it will achieve the performance targets outlined in the MTP.
8. The development of the TIP, and the MTP, shall be coordinated with other providers of transportation within and connecting to the area within the MPA.
9. Coordinate performance targets with NMDOT to ensure consistency.
10. Integrate performance-based processes into other transportation plans.

11. Cooperate with the NMDOT in the development of NMDOT's Long Range Transportation Plan (LRTP) for the MPA, pursuant to Section 134 of Title 23 and Section 5303 of Title 49.
 12. Maintain a Traffic Forecast Model (Travel Demand Model) and maintain data on traffic counts and socioeconomic conditions (population, employment, and land use) for the area within the MPA.
 13. Develop the Annual Listing of Federally Obligated Projects with obligated amounts for the MPO and publish the results annually on the MPO website.
 14. Manage the expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning (PL funds), and Title 49 U.S.C. Section 5303, Metropolitan Planning, as amended, and under the direction of the MPO Policy Committee.
 15. Enter into Agreement with NMDOT for funding and other matters as deemed necessary by the MPO Policy Committee.
 16. Take such other actions as may be necessary as directed and approved by the MPO Policy Committee.
- E. MPO Staff shall provide support and assistance to the MPO Policy Committee and MPO Technical Committee.
1. The principal duties of the MPO Officer are:
 - a. Maintain liaison and act in advisory capacity to both committees.
 - b. Provide technical support and assistance in the development and implementation of the UPWP, PPP, TIP and MTP.
 - c. Provide staff assistance to the MPO Technical Committee as necessary.
 - d. Provide liaison to the public on matters related to planning elements for which the state is responsible and insure compliance with the State of New Mexico Open Meetings Act.
 - e. Monitor all expenditures and work performed by the Metropolitan Planning Organization to insure compliance with all State and Federal laws. Process and certify requests for reimbursement with funds apportioned under Title 23, U.S.C. Section 104(f).

- f. Provide a channel for the transmission of information and directives from the Federal Highway Administration and New Mexico Department of Transportation to the Metropolitan Planning Organization.
 - g. Maintain a current record of expenditures by the State and FHWA for transportation projects and facilities within the MPO's jurisdictional area.
2. The principal duties of MPO staff are to ensure the MPO is in compliance with all federal and state requirements applicable to metropolitan planning, including carrying out the necessary metropolitan planning activities and keeping and distributing agendas, minutes, and other records in compliance with all applicable statutes.

SECTION FIVE:

Budgeting and Cost Allocation

- A. The operating costs for the MPO shall be allocated to the entities using the following formula that is based on 2010 Census population figures:

<u>Entity</u>	<u>Population</u>	<u>Percentage of Local Funding Share</u>
Farmington.....	45,877	60%
Aztec.....	6,763	10%
Bloomfield.....	8,112	10%
San Juan County area within MPO boundary (est.)	36,173 (est.)	20%
	96,925	100%

- B. Farmington will invoice the entities on a quarterly basis for each entity's share of the actual operating cost of the MPO.
- C. The budget year for the MPO shall be from October 1 to September 30 of each year.
- D. The budget for the MPO shall be established annually based on figures provided for federal funds and approved by the MPO Policy Committee. The annual budget shall be established in a timely manner each year so that each entity can budget its share of the MPO's operating cost in its own annual budget.
- E. It is further agreed that the parties hereto assume that some of the expense of the continuing transportation planning process will be provided for by funds apportioned under Section 104 (f), 23 CFR or by grants made under Sections 8 or 9, 49 CFR. Expenses not so provided shall be assumed by participating agencies according to the cost allocation specified in Section Five of this Agreement. A listing of anticipated funding sources shall be contained in the annual budget that is developed to support the Unified Planning Work Program for Transportation

Planning and which shall be presented to the MPO Policy Committee for approval.

SECTION SIX:

Severability: It is hereby declared to be the intention of the parties that the articles, sections, sub-sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, section, sub-section, or article of this Agreement, shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, sections, sub-sections, or articles of this Agreement, since the same would have been entered into by the parties without such invalid portion.

SECTION SEVEN:

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- A. This Agreement may be supplemented or re-negotiated as necessary to meet changing conditions and as recommended by the MPO Policy Committee. This may include, but not be limited to, the following:
 - 1. The passage of a new federal transportation bill that includes new or revised requirements for metropolitan planning.
 - 2. A significant change in membership and structure of the MPO that may result from an entity withdrawing from the MPO, additions or reductions of membership to the MPO committees, changes based on census data, or modifications to the MPO boundary.

- B. Except as to the funding formula contained in Section Five, Paragraph A., which may only be amended by unanimous consent of all parties, this Agreement may be amended by mutual agreement of any three of the four parties to the Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three parties.

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Approvals: This agreement shall be subject to approval by the New Mexico Department of Finance and Administration pursuant to the New Mexico Joint Powers Agreements Act and pursuant to Sec. 13-1-135 NMSA 1978 and shall be effective as of the date of such approval. The MPA boundary, as initially established by this Agreement and as may be periodically amended by the MPO Policy Committee, shall be subject to the approval of the Governor of New Mexico, pursuant to 23 CFR 450.306.

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SECTION TEN:

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If the disagreement cannot be resolved at the Technical Committee level and the entities agree to escalate, the issue will be discussed with the Policy Committee at their next scheduled meeting. If an agreement still cannot be reached, then the issue will be escalated to the local councils and commissions at their next scheduled meeting.

Mediation and facilitation may be used at any level to help expedite resolution. Mediation will be at agreement as needed and shall be held within the MPO planning area.

Disposition of Assets Upon Dissolution: The Entities agree that if the MPO formed under this JPA is dissolved or for whatever reason otherwise ceases to exist, any remaining funds and equipment associated with the MPO will be disposed of as follows:

- A. Any remaining funds will be returned to the Entities in proportion to their contribution;
- B. Any remaining equipment will be returned to the Entity contributing it or, if the equipment was purchased with contributed funds, the equipment will be distributed in proportion to contribution made; and,

- C. Any remaining equipment purchased with grant funds obtained from the NMDOT will belong to Farmington, subject to the terms of the grant agreement.

IN WITNESS WHEREOF, the Parties have here unto affixed their signatures:

THE CITY OF AZTEC, NEW MEXICO


MAYOR

ATTEST:


AZTEC CITY CLERK

(SEAL)

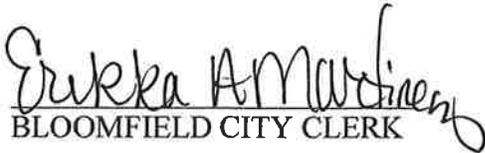
APPROVED AS TO FORM:


AZTEC CITY ATTORNEY

THE CITY OF BLOOMFIELD, NEW MEXICO


MAYOR

ATTEST:


BLOOMFIELD CITY CLERK

(SEAL)

APPROVED AS TO FORM:


BLOOMFIELD CITY ATTORNEY

THE CITY OF FARMINGTON, NEW MEXICO

Joany Roberts
MAYOR

ATTEST:

Dianne Smylie
FARMINGTON CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Russell Howard, Deputy City Attorney
FARMINGTON CITY ATTORNEY

THE COUNTY OF SAN JUAN, NEW MEXICO

PRO TEM *[Signature]*
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]
SAN JUAN COUNTY CLERK

(SEAL)

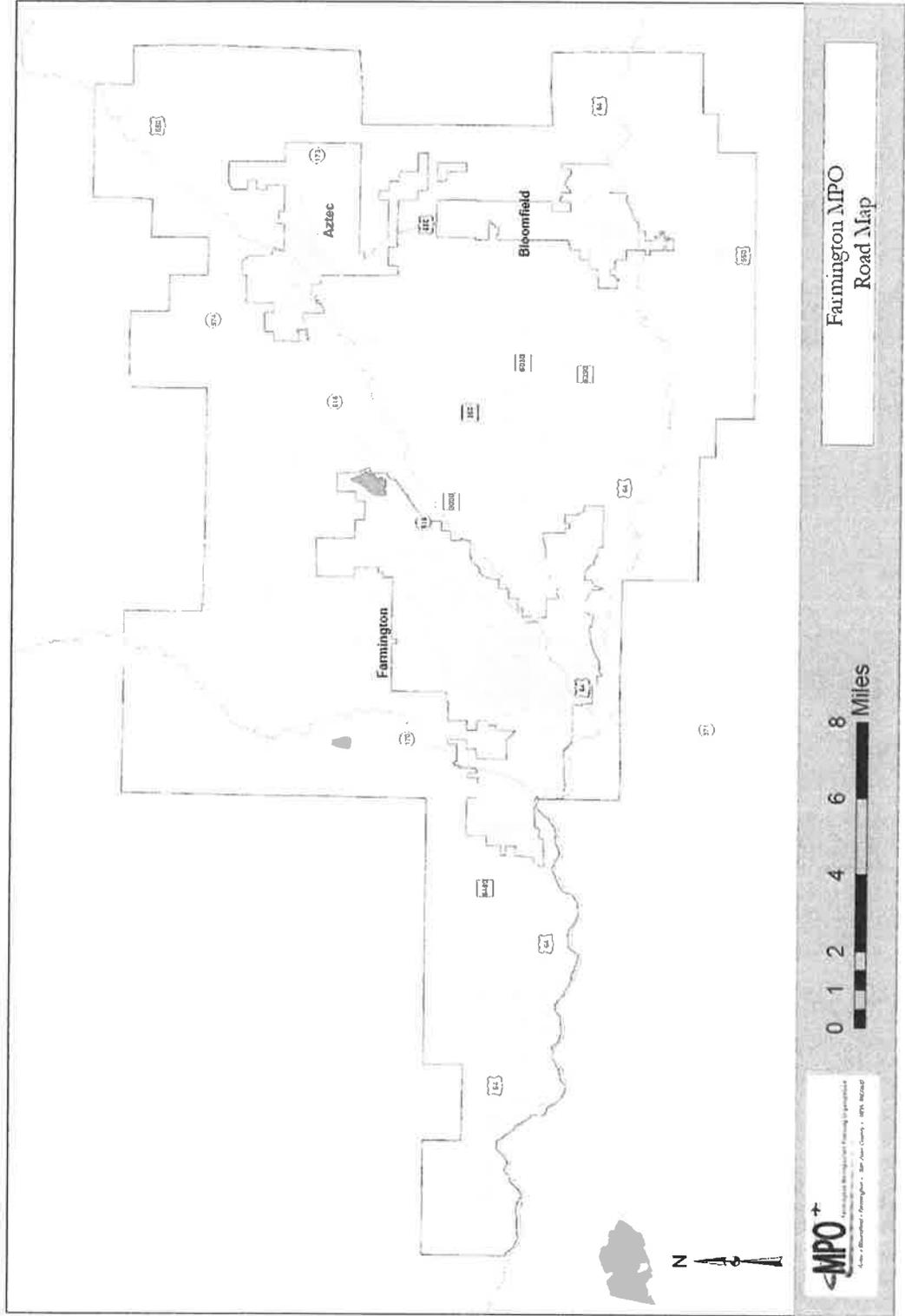
APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY, SAN JUAN COUNTY

APPROVED:
THE STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: *[Signature]*
SECRETARY
8/27/15
DATE

**EXHIBIT A
FARMINGTON MPO BOUNDARY**



Appendix A – Budget Summary - Financial Resources Available

FMPO'S FFY2019-FFY2020 Budget Summary (Projected)						
Fund Source	Estimated FFY2019 Budget	Actual FFY2019 Budget Spent	FFY2019 Carry Over Amount	Estimated FFY2020 Budget	Actual FFY2020 Budget Spent	FFY2020 Carry Over Amount
FHWA PL - Federal Share	\$ 195,347.00			\$ 195,347.00		
FHWA PL - Required Match	\$ 33,290.00			\$ 33,290.00		
FHWA PL - Total	\$ 228,637.00			\$ 228,637.00		
FTA 5303 - Federal Share	\$ 58,284.84			\$ 58,284.84		
FTA 5303 - Required Match	\$ 14,571.21			\$ 14,571.21		
FTA 5303 - Total	\$ 72,856.05			\$ 72,856.05		
Total MPO Budget	\$ 301,493.05			\$ 301,493.05		
Local Match PL (Planning)*						
Aztec (7%)	\$ 2,330.30			\$ 2,330.30		
Bloomfield (8%)	\$ 2,663.20			\$ 2,663.20		
Farmington (48%)	\$ 15,979.20			\$ 15,979.20		
Kirtland (1%)	\$ 332.90			\$ 332.90		
SI County (36%)	\$ 11,984.40			\$ 11,984.40		
Local Match 5303 (Transit)*						
Aztec (7%)	\$ 1,019.98			\$ 1,019.98		
Bloomfield (8%)	\$ 1,165.70			\$ 1,165.70		
Farmington (48%)	\$ 6,994.18			\$ 6,994.18		
Kirtland (1%)	\$ 145.71			\$ 145.71		
SI County (36%)	\$ 5,245.64			\$ 5,245.64		
Total Local Match Planning + Transit*						
Aztec (7%)	\$ 3,350.28			\$ 3,350.28		
Bloomfield (8%)	\$ 3,828.90			\$ 3,828.90		
Farmington (48%)	\$ 22,973.38			\$ 22,973.38		
Kirtland (1%)	\$ 478.61			\$ 478.61		
SI County (36%)	\$ 17,230.04			\$ 17,230.04		
Total Local Match	\$ 47,861.21			\$ 47,861.21		

Note: In the case where FMPO receives more federal funds, the total budget amount and local match contributions will need to increase.

*Local Match Percentages subject to approval of new JPA

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (C)
AGENDA TITLE: Veteran of Foreign Wars Post (VFW) #614 Letter of Support

ACTION REQUESTED BY: Commission
ACTION REQUESTED: Approval of Veterans of Foreign Wars (VFW) Post #614 Letter of Support
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- Commissioner Sherri Sipe has requested that Commission approve a letter of support to NM Alcohol and Gaming Division for the reinstatement of the BINGO license for Veterans of Foreign Wars (VFW) Post #614 located in Aztec, NM.

SUPPORT DOCUMENTS: Veterans of Foreign Wars (VFW) Letter of Support

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve Veterans of Foreign Wars (VFW) Post #614 Letter of Support

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry



Commissioners
Austin R. Randall
Sherri A. Sipe
Mark E. Lewis

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

July 24, 2018

Ms. Beverly Kennedy
Alcohol Gaming and Division
PO Box 25101
Santa Fe, NM 87504-5101

Dear Ms. Kennedy,

The Aztec City Commission would like to encourage the reinstatement of the BINGO license for the Veterans of Foreign Wars (VFW) Post #614 which is located at 201 S. Park Ave, Aztec, NM 87410. The VFW Post hosts local events and donates to various youth and other organizations that benefit the local community.

Please consider this as a letter of support from the Aztec City Commission to reinstate the BINGO license at the VFW Post #614 located in Aztec, NM.

Sincerely,

Victor Snover, Mayor
City of Aztec
505-334-7600

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (D)
AGENDA TITLE:	Destruction of Utility Administration Records

ACTION REQUESTED BY:	Delain George
ACTION REQUESTED:	Approval of Utility Administration Records Destruction
SUMMARY BY:	Delain George

PROJECT DESCRIPTION / FACTS (Leading Department)

- The Utility Administration Department has taken inventory of records ready for destruction using the guidelines outlined under the Records Management Program and approved by Commission October 21, 2009.
- Once the destruction of records has been approved by Commission, a Commercial Document Shredding Company will be contacted to destroy the identified records on-site.

TECHNICAL INPUT (Supporting Departments)

- Documentation providing identification/proof of shredded records will be signed by the Utility Office Business Office Director and certified by the City Clerk.

FISCAL INPUT (If applicable, Finance Department)

- FY2019 expense is expected to be \$200.00.

SUPPORT DOCUMENTS:	Document list of records to be destroyed, Destruction of City Documents
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Destruction of Utility Administration as inventoried on 7/12/2018.

Utility Administration and Electric Department
List of Records Ready for Destruction
as of July 12, 2018

RECORD TYPE	DOCUMENT DESCRIPTION	DATE	RETENTION PERIOD	DESTRUCTION METHOD	COMMENTS
Courts/Finance	Court Summary Reports/Receipts	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Finance	Daily Utility Cash Reports and receipts	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Finance	Cash Receipt Tapes	FY15	3 yrs after close of fiscal year	Shred	
Finance	Voucher for Utility Assistance Program	FY15	3 yrs after close of fiscal year	Shred	
Finance	Collection files	FY15	3 yrs after close of fiscal year	Shred	
Finance	Budget Work Papers	FY15	3 yrs after close of fiscal year	Shred	Departmental copies
Finance	Quotes for Purchases	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Municipal Clerk	Business License/Registration Records	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Municipal Clerk	Liquor License Records	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Parks & Recreation	Park Reservation Contracts	FY15	6 yrs after close of fiscal year	Shred	
Planning	Copies of issued Permits	FY15	3 yrs after final inspection	Shred	
Public Utility	Budget Billing Applications	FY15	3 yrs after close of fiscal year	Shred	
Public Utility	LIHEAP reports and correspondence	FY15	4 yrs after close of fiscal year	Shred	
Public Utility	Customer Payment arrangements	Expired	Until superseded or obsolete	Shred	
Public Utility	Bank Draft applications	Expired	Until superseded or obsolete	Shred	
Public Utility	Work Orders	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Public Utility	Various Service Files,logs, service requests	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Public Utility	Meter Reading Files, consumption reports	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Public Utility	Listing of Disconnect Notices and Delinquents	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Public Utility	Customer applications, correspondence	Expired	Until superseded or obsolete	Shred	Available electronically
Public Utility	Utility Billing Registers	FY15	3 yrs after close of fiscal year	Shred	Available electronically
Solid Waste	Work Orders/Job Tickets	FY15	3 yrs after close of fiscal year	Shred	

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (E)
AGENDA TITLE: Appointment of 2018 New Mexico Municipal League (NMML)
Annual Conference Voting Delegates - Annual Business Meeting

ACTION REQUESTED BY: City Commission, City Clerk on behalf of the NMML
ACTION REQUESTED: Approve Delegates
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- The 61st Annual NMML Conference will be held August 29-31, 2018 in Roswell, NM.
- The League has requested that each Municipality appoint a voting delegate and an alternate to participate in the Annual Business Meeting on Thursday.
- Governing Body members who plan to attend this conference are: Commissioner Sherri Sipe and Interim City Manager Steve Mueller.
- It is recommended that Commissioner Sherri Sipe be appointed as the voting delegate and Interim City Manager Steve Mueller be appointed the alternate.

Note: The league has requested that the attached memo be returned to them by August 22, 2018.

SUPPORT DOCUMENTS: Memo from the New Mexico Municipal League

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Mayor Pro-Tem Sherri Sipe as the Voting Delegate and Interim City Manager Steve Mueller as the Alternate Voting Delegate for the 2018 Annual New Mexico Municipal League Business Meeting.



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: **MAYORS/GOVERNING BODY MEMBERS**
FROM: William F. Fulginiti, Executive Director
SUBJECT: **2018 ANNUAL CONFERENCE VOTING DELEGATES**
DATE: July 13, 2018

The 61st Annual Conference of the NM Municipal League will be held August 29th through the 31st in Roswell.

At the Annual Business Meeting on Thursday, August 30th, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term and one Director-at-Large for a 1-Year Term will be elected. Also, the *Annual Statement of Municipal Policy* and *Annual Conference Resolutions* will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the *Policy Process Outline and the Annual Business Meeting Rules and Procedures*.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Wednesday, August 22, 2018.**

This is *not* an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.

Municipality: _____

Voting Delegate: _____ Title: _____

Alternate: _____ Title: _____

Approved By: _____

RETURN BY AUGUST 22, 2018 to:

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 - Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (F)
AGENDA TITLE: Resolution 2018-1090 Municipal Surplus

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval of Resolution 2018-1090
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

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

PROCUREMENT / FISCAL IMPACTS

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

SUPPORT DOCUMENTS: Resolution 2018-1090
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1090 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC
RESOLUTION 2018-1090
JULY 24, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
Pete the cat: rocking in my school shoes	
Todo lo que necesitas saber sobre la ira	Renora Licata
What I look like when I am sad = C*omo me veo cuando estoy triste	Joanne Randolph
Dealing with anger	Marianne Johnston
Psychologist	Shirley Brinkerhoff
The Salem witch trials	Don Nardo
The Devil in Salem Village : the story of the Salem witchcraft trials	Laurel van der Linde
Soy respetuoso	de Sarah L. Schuette
Trustworthiness	Emily Lauren
Responsibility	Isaac Seder
When people die	Sally Hewitt
A brother or sister	Nicola Edwards
A friend	Nicola Edwards
A grandparent	Nicola Edwards
A parent	Nicola Edwards
A pet	Nicola Edwards
Dealing with being the middle child in your family	
Dealing with being the youngest child in your family	
Dealing with being the oldest child in your family	
DK girl world quiz zone : 50 quizzes to unravel your future, reveal your style, and discover the inner you!	Michelle Hainer
Justice and fairness	Isaac Seder
Caring	Robin Doak
Caring	Bruce S. Glassman
Do you take turns? = Te turnas con otros?	Joanne Mattern
Do you help others?	Joanne Mattern
Cliques	Jen Jones
Todo lo que necesitas saber cuando alguien a quien conoces ha muerto	Jay Schleifer
Ghosts & goblins	Sue Hamilton
The mystery of haunted houses	Chris Oxlade
Ghosts and poltergeists : stories of the supernatural	David West
Fortune telling	Elaine Landau
Bead power! : a guidebook to bead bracelets	Nancy Krulik
What is beautiful?	Etan Boritzer
War correspondents : life under fire	Magdalena Alagna
Magazines	John Hamilton
Newspapers	John Hamilton
Great ghosts	Daniel Cohen
Angels	Rachel Lynette
Diary of a wimpy kid : Greg Heffley's journal	Jeff Kinney
One wintry night	Ruth Bell Graham
The story of the Three Wise Kings	Tomie dePaola
Tell me the story of Jesus	V. Gilbert Beers
Hauntings	Peter Hepplewhite
Let the whole earth sing praise	
What is God?	Etan Boritzer
Are angels real?	Kathleen Long Bostrom
The Hanukkah book	Marilyn Burns

CITY OF AZTEC
RESOLUTION 2018-1090
JULY 24, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
The Dead Sea scrolls	Ilene Cooper
The broken tusk : stories of the Hindu God Ganesha	Uma Krishnaswami
Zeus	B.A. Hoena
Hercules	Adele D. Richardson
Greek myths	Rob Shone
Roman myths	David West
Contemporary achievements	Rebecca Szulhan
Kids explore America's African-American heritage	Westridge Young Writers Workshop
Talking about racism	Nicola Edwards
Racism	Jen Green
Breaking ground, breaking silence : the story of New York's African burial ground	Joyce Hansen and Gary McGowan
Best buds : a girl's guide to friendship	Victoria Shaw
The wonders of me from A to Z	Bobbie Kalman
Girls know best 2 : tips on life & fun stuff to do	girls like you!
Girls know best : advice for girls from girls on just about everything	girls like you!
Immigrant kids	Russell Freedman
Being an immigrant	Sarah Levete
Looking at the human impact on the environment with graphic organizers	Jason Porterfield
We can work it out : conflict resolution for children	Barbara K. Polland
Terrorism alert!	Lynn Peppas and Sydney Newton
Violent feelings	Pete Sanders
War and conflict	Antony Lishak
Bullying	Sally Hewitt
Dealing with bullying	Marianne Johnston
Body language	Karen Price Hossell
The kids' volunteering book	Arlene Erlbach
Relationships	Carol Ballard
To be a slave.	
Giving thanks : a Native American good morning message	Chief Jake Swamp
Egyptian gods and goddesses	Henry Barker
I am Shinto	Noriko S. Nomura
Egypt	Shahrukh Husain
Egyptian myths	Gary Jeffrey
African myths	Gary Jeffrey
Mesoamerican myths	David West
A smart kid's guide to online bullying	David J. Jakubiak
Gods and goddesses of Vikings and Northlands	Leon Ashworth
Playground survival	Peggy Burns
Computers and technology	Emily Sohn
Christian stories	Anita Ganeri
Kateri, Native American saint: the life and miracles of Kateri Tekakwitha	
Celebrate Christmas	Deborah Heiligman
Conduct for the crayon crowd	Edna Gerstner
The Nauvoo Temple stone	Timothy M. Robinson
families	Jack Canfield
Pope Benedict XVI	Tom Streissguth
Zeus: king of the gods	

CITY OF AZTEC
RESOLUTION 2018-1090
JULY 24, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
Myths of ancient Greece	Jen Green
The Macmillan book of Greek gods and heroes	Alice Low
I am Buddhist	Daniel P. Quinn
Buddhism	Mel Thompson
I am Hindu	Devi S. Aiyengar
Celebrate Ramadan	Laura S. Jeffrey
What Muslims think and how they live	Rick Hodges
Ramadan	Suhaib Hamid Ghazi
Hanukkah crafts : a holiday craft book	Judith Hoffman Corwin
The Christmas menorahs : how a town fought hate	Janice Cohn
The Jewish holiday craft book	Kathy Ross
Member of Congress	Jacqueline Laks Gorman
How a bill becomes a law	John Hamilton
Workers' rights	Katherine Prior
A sweatshop during the industrial revolution	Adam Woog
Kids at work : Lewis Hine and the crusade against child labor	Russell Freedman
Jhalak Man Tamang : slave labor whistleblower	Raymond H. Miller
Cool careers without college for people who love to work with children	Harriet Webster
Budgeting	Heather Hammonds
Creating a budget	Gillian Houghton
Money and finance in colonial America	Charlie Samuel
Money	Joe Cribb
Cash, credit cards, or checks : a book about payment methods	Nancy Loewen
Cool coins : creating fun and fascinating collections !	Pam Scheunemann
Big Nate out loud	
I spy : a book of picture riddles	Walter Wick
The Amistad mutiny : fighting for freedom	Barbara A. Somervill
Weapons of peace : the nuclear arms race	Craig E. Blohm
Spy school	Adrian Gilbert
Spy gear	Michael Martin
Spy basics	Tim O'Shei
The end of the Cold War	Christine Hatt
Scaly spotted feathered frilled: how do we know what dinosaurs really looked like	
In the sky	Dougal Dixon
The illustrated encyclopedia of dinosaurs : an original and compelling insight into life in the dinosaur kingdom	David Norman, Peter Wellnhofer
Guinness world records 2018	
Yo-yo tricks	Cynthia Klingel and Robert Noyed
Draw 50 people	Lee J. Ames, with Creig Flessel
LEGO super heroes: Batman visual dictionary	
Star wars : : the new essential guide to vehicles and vessels	W. Haden Blackman
Star Wars: complete vehicles	
Slavery	James De Medeiros
If you lived when there was slavery in America	Anne Kamma
Stitch 'n bitch: the knitter's handbook	
The rock & gem book: ...and other treasures of the natural world	
Long lost	Harlan Coben

CITY OF AZTEC
RESOLUTION 2018-1090
JULY 24, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
Grave secret	Charlaine Harris
The queen's fool : a novel	Philippa Gregory
Paint the wind	Cathy Cash Spellman
Deception point	Dan Brown
Morning comes softly	Debbie Macomber
White hot	Sandra Brown
Border ambush : a Colton Brothers saga : a novel	Melody Groves
Drop shot	
The notebook	Nicholas Sparks
The cat who blew the whistle	Lilian Jackson Braun
A sister more like me	
One day at a time	Danielle Steel
Envy	Sandra Brown
Bone. [Vol. 3], Eyes of the storm	Jeff Smith
Dare you to	
Rosario + Vampire	
Pete the cat: rocking in my school shoes	
A sister more like me	
Gwynne fair and shining	
Horton hatches the egg,	Dr. Seuss
Captain Underpants and the Wrath of the Wicked Wedgie Woman: Color Edition	
Pete the cat: I love my white shoes	
Every tenant's legal guide	
Endangered planet	David Burnie
Biofuel power of the future : new ways of turning organic matter into energy	Chris Hayhurst
James Quadrino, wildlife protector	Q.L. Pearce
Endangered species	Mike Unwin
Funding the nation	John Hamilton
Global debt	Teresa Garlake
What are taxes?	Baron Bedesky
The story of Microsoft	Adele Richardson
The Nuremberg trials	John Davenport
The U.S. Constitution & Bill of Rights	Charles E. Pederson
Invention	Lionel Bender
Wetlands	Daniel Kriesberg
The U.S. Constitution and you	Syl Sobel
The Bill of Rights	John Hamilton
Brown v. Board of Education of Topeka : challenging school segregation in the Supreme Court	Jake Miller
You are the juror	Nathan Aaseng
Miranda rights : protecting the rights of the accused	G. S. Prentzas
The Salem witch trials	Stephen Currie
The Scopes trial : defending the right to teach	Arthur Blake
Judge	Jacqueline Laks Gorman
Oliver Wendell Holmes Jr. : the Supreme Court and American legal thought	Sophie W. Littlefield, William M. Wiecek
Solar power of the future : new ways of turning sunlight into energy	Susan Jones
Hydrogen power of the future : new ways of turning fuel cells into energy	Chris Hayhurst

CITY OF AZTEC
RESOLUTION 2018-1090
JULY 24, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
Nuclear energy	Jackie Ball
Why should I switch off the light?	M.J. Knight
Alternative energy : beyond fossil fuels	Dana Meachen Rau
Powering the future : new energy technologies	Eva Thaddeus
Antelope, bison, cougar : a national park wildlife alphabet book	Steven P. Medley
From seashells to smart cards : money and currency	Ernestine Giesecke
Polar regions	Jen Green
Nuclear power of the future : new ways of turning atoms into energy	John Giacobello
Oil power of the future : new ways of turning petroleum into energy	Linda Bickerstaff
Coal power of the future : new ways of turning coal into energy	John Riddle
Buried sunlight: how fossil fuels have changed the Earth	
Fossil fuels : buried in the Earth	Amy S. Hansen
Why should I turn off the tap?	M.J. Knight
Hydropower of the future : new ways of turning water into energy	Allison Stark Draper
Wind power of the future : new ways of turning wind into energy	Betsy Dru Tecco
Fish	Steve Parker
Giant dump trucks	

CITY OF AZTEC RESOLUTION 2018-1090

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

- WHEREAS,** Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and
- WHEREAS,** the City of Aztec owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and
- WHEREAS,** the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

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

PASSED, APPROVED AND SIGNED this 24th day of July 2018.

VICTOR C. SNOVER, MAYOR

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (G)
AGENDA TITLE:	Resolution 2018-1091 FY2018 Year End Budget Adjustments

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

PROJECT DESCRIPTION / FACTS

INVESTMENTS

- NM Department of Finance and Administration (DFA) has advised changes in investment balances also require budget adjustments. While the City does not budget for investments, cash reserves are included in the information required to be submitted in the budget process and changes to those balances require an adjustment.
- The adjustments include interest earned, but not paid as of June 30, 2018, on the CD at Citizens Bank for the Guzman Energy contractual security.

GENERAL FUND

- The final review of FY2018 has been completed and estimates of revenues and expenses not yet received have been projected.
 - The Corrections Fund requires additional funds to meet its obligations for the end of the year; \$5,000 transfer from General Fund to Corrections Fund from General Fund cash reserves
 - In December 2017, the City Commission approved the purchase of the HUB and resolution 2017-1069 was approved which included funds for the purchase, renovation and full-time staffing for the HUB. Advisement of renovations which would be required by the State has delayed the project and staffing requirements and for FY18, funding requirement from Joint Utility to General Fund is reduced to purchase cost only. The year end budget adjustment for this transaction replaces resolution 2017-1069. \$135,000 interfund loan from Joint Utility and \$135,000 expenditure budget increase for the building purchase.

CORRECTIONS FUND

- Detention center costs through June 30, 2018 have exceeded the budget established within the Corrections Fund by \$18,500.
- Correction fees collected have also the established revenue budget by \$12,000.

- Transfer from General Fund to Corrections Fund to provide necessary cash reserve for detention center costs: \$5,000

JOINT UTILITY O&M FUND

- Interfund Loan to General Fund for the purchase of the HUB building: \$135,000

PROCUREMENT / PURCHASING (if applicable)

- N/A

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY2018 Fourth Quarter Report (Consent Item H) includes the budget adjustments identified in this Consent Item. Negative cash balances are not permitted for the FY18 Annual Budget approval by DFA and will delay the City's final budget approval by that agency. Negative budgets will impact the FY18 Annual Financial Audit.

SUPPORT DOCUMENTS: Resolution 2018-1091 Year End Budget Adjustments

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1091 Year End Budget Adjustments.

**RESOLUTION 2018-1091
FY2018 Year End Budget Adjustments**

WHEREAS, as required by NM DFA, changes in investment values as of June 30, 2018 require a budget adjustment; and

WHEREAS, the Corrections Fund has incurred additional expenditures and changes in revenues for the Fiscal Year 2017-2018; and

WHEREAS, the General Fund has incurred additional expenditures and changes in revenues for the Fiscal Year 2017-2018; and

NOW, THEREFORE, BE IT RESOLVED that the following fiscal year 2017-2018 year end budget adjustments be recognized and approved:

INVESTMENTS

Citizens Bank CD (Guzman PPA Security)	\$250
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GENERAL FUND

Revenue

Interfund Loan from Joint Utility O&M Fund	101-0000-38500	\$135,000
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Expenditures

CPTL: Building and Improvements	101-1115-82100	\$135,000
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Transfers

Transfer to Corrections Fund	101-9910-90207	\$5,000
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CORRECTIONS FUND

Revenue

Correction Fees	207-1120-34210	\$12,000
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Expenditures

SVCS: Detention Center Fees	207-1120-68320	\$18,500
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Transfers

Transfer from General Fund	207-9910-39101	\$5,000
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JOINT UTILITY O & M FUND

Expenditures

Interfund Loan to General Fund	500-0000-91101	\$135,000
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NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission adopted this resolution as a formal approval of year end budget adjustments for the Fiscal Year 2017-18.

ADOPTED AND APPROVED this 24th day of July 2018.

MAYOR VICTOR C. SNOVER

ATTEST:

KARLA SAYLER, CITY CLERK

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (H) **Preliminary Staff Summary**
AGENDA TITLE: Resolution 2018-1092 Approval of FY18 4th Quarter Financial Report

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval of Resolution 2018-1092 Approval of FY18 4th Quarter Financial Report
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- A requirement of the NM DFA annual budget approval process includes governing body approval of the 4th quarter financial report by resolution.
- The financial report submittal has been a requirement of the annual budget approval procedure for several years and requires the year end financial report to include many estimates as the complete year end process has not been completed.
- The DFA Financial report will be provided prior to July 24, 2018 meeting.

SUPPORT DOCUMENTS: Resolution 2018-1092
DFA Financial Report for Quarter Ending June 30, 2018 – will be provided prior to July 24, 2018 meeting

DEPARTMENT'S RECOMMENDED MOTION: Move to approve Resolution 2018-1092 Approval of FY18 4th Quarter Financial Report

Resolution 2018-1092
State Of New Mexico, Municipality Of Aztec

A RESOLUTION APPROVING THE QUARTERLY FINANCIAL REPORT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMISTRATION FOR THE PERIOD ENDING JUNE 30, 2018.

- WHEREAS,** NMSA 1978-6-2 states the New Mexico Department of Finance and Administration's Local Government Division (LGD) is mandated to require periodic financial reports of local public bodies; and
- WHEREAS,** the New Mexico Department of Finance and Administration (DFA) requires a resolution approving the FY18 fourth quarter report; and
- WHEREAS,** the New Mexico Department of Finance and Administration requires the unaudited beginning cash balances as of July 1, 2018 listed on the final budget must agree with the year-end June 30, 2018 cash balances listed on the fourth quarterly financial report.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Aztec, State of New Mexico, hereby approves the quarterly financial report to the New Mexico Department of Finance and Administration, LGD, for the period ending June 30, 2018. The fourth quarter financial report is attached hereto as EXHIBIT "A".

DONE AND APPROVED this 24th day of July, 2018.

Mayor Victor C. Snover

Mayor Pro-Tem Rosalyn A. Fry

Commissioner Mark E. Lewis

Commissioner Austin R. Randall

Commissioner Sherri A. Sipe

ATTEST:

Karla Saylor, City Clerk

MUNICIPALITY: CITY OF AZT

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Period Ending: 06/30/2018

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

Prepared By: K LAMB

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

K Lamb 7/24/2018

Signature

Date

YEAR-TO-DATE TRANSACTIONS

Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY	REVENUES TO DATE	TRANSFERS TO DATE	EXPENDITURES TO DATE	ADJUSTMENTS	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5)	INVESTMENTS	CASH + INVESTMENTS	REQUIRED RESERVES	AVAILABLE CASH (8) - (9)
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(8) - (9)
101	GENERAL FUND (GF)	\$711,250	6,003,516	730,000	6,337,864	1,949,701	\$3,056,603		\$3,056,603	528,155	\$2,528,448
201	CORRECTION	\$3,670	77,008	25,000	103,351	20,367	\$22,694		\$22,694		\$22,694
202	ENVIRONMENTAL GRT	\$0	0	0	0		\$0		\$0		\$0
206	EMS	\$0	0	0	0		\$0		\$0		\$0
207	ENHANCED 911	\$0	0	0	0		\$0		\$0		\$0
209	FIRE PROTECTION FUND	\$28,535	210,796	0	130,833	80,609	\$189,107		\$189,107		\$189,107
211	LEPF	\$322	27,970	0	27,576	(207)	\$509		\$509		\$509
214	LODGERS' TAX	\$15,433	53,137	0	48,529	43,595	\$63,636		\$63,636		\$63,636
216	MUNICIPAL STREET	\$211,282	336,719	0	116,900	596,856	\$1,027,957		\$1,027,957		\$1,027,957
217	RECREATION	\$72	0	0	0	202	\$274		\$274		\$274
218	INTERGOVERNMENTAL GRANT	\$0	0	0	0		\$0		\$0		\$0
219	SENIOR CITIZEN	\$0	0	0	0		\$0		\$0		\$0
223	DWI PROGRAM	\$0	0	0	0		\$0		\$0		\$0
299	OTHER	\$72	74,962	30,000	75,087	130,000	\$159,947		\$159,947		\$159,947
300	CAPITAL PROJECT FUNDS	\$637,543	481,000	0	357,000	323,273	\$1,084,816		\$1,084,816		\$1,084,816
401	G. O. BONDS	\$0	0	0	0		\$0		\$0		\$0
402	REVENUE BONDS	\$0	0	0	0		\$0		\$0		\$0
403	DEBT SERVICE OTHER	\$0	0	0	0		\$0		\$0		\$0
500	ENTERPRISE FUNDS										
	Water Fund	\$0	0	0	0		\$0		\$0		\$0
	Solid Waste	\$24,102	755,336	0	766,439	54,493	\$67,492		\$67,492		\$67,492
	Waste Water	\$0	0	0	0		\$0		\$0		\$0
	Airport	\$0	0	0	0		\$0		\$0		\$0
	Ambulance	\$0	0	0	0		\$0		\$0		\$0
	Cemetery	\$0	0	0	0		\$0		\$0		\$0
	Housing	\$0	0	0	0		\$0		\$0		\$0
	Parking	\$0	0	0	0		\$0		\$0		\$0
	JOINT UTILITY FUND (EL, W	\$1,120,399	9,642,637	(785,000)	8,793,292	10,777,457	\$11,962,201		\$11,962,201		\$11,962,201
	IRRIGATION FUND	\$24,847	1,000	0	300	70,520	\$96,067		\$96,067		\$96,067
	Other Enterprise (enter fund nam	\$0	0	0	0		\$0		\$0		\$0
	Other Enterprise (enter fund nam	\$0	0	0	0		\$0		\$0		\$0
600	INTERNAL SERVICE FUNDS	\$0	0	0	0		\$0		\$0		\$0
700	TRUST AND AGENCY FUNDS	\$0	0	0	0		\$0		\$0		\$0
GRAND TOTAL		\$2,777,527	\$17,664,081	\$0	\$16,757,171	\$14,046,866	\$17,731,303	\$0	\$17,731,303	\$528,155	\$17,203,148

GENERAL FUND - MUNICIPALITY

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Taxes:							
Property Tax - Current Year	\$601,857	\$0	\$601,857	\$609,200		\$7,343	101.22%
Property Tax - Delinquent	\$25,162	\$0	\$25,162	\$30,147		\$4,985	119.81%
Property Tax - Penalty & Interest	\$0	\$0	\$0			\$0	n/a
Oil and Gas - Equipment	\$966	\$0	\$966	\$834		(\$132)	86.34%
Oil and Gas - Production	\$5,177	\$0	\$5,177	\$4,741		(\$436)	91.58%
Franchise Fees	\$537,628	\$0	\$537,628	\$525,401		(\$12,227)	97.73%
Gross receipts - Local Option	\$1,317,576	\$0	\$1,317,576	\$1,567,154		\$249,578	118.94%
Gross Receipts - Infrastructure	\$0	\$0	\$0			\$0	n/a
Gross Receipts - Environment	\$0	\$0	\$0			\$0	n/a
Gross Receipts - Hold Harmless	\$0	\$0	\$0			\$0	n/a
Gross Receipts - Other Dedication	\$0	\$0	\$0			\$0	n/a
Intergovernmental -State Shared:							
Gross receipts	\$1,303,018	\$0	\$1,303,018	\$1,554,907		\$251,889	119.33%
Cigarette Tax	\$0	\$0	\$0			\$0	n/a
Gas Tax [1 cent]	\$0	\$0	\$0			\$0	n/a
Gas Tax [2 cent]	\$0	\$0	\$0			\$0	n/a
Motor Vehicle	\$34,080	\$0	\$34,080	\$34,003		(\$77)	99.77%
Grants - Federal	\$750	\$0	\$750			(\$750)	0.00%
Grants - State	\$393,543	\$0	\$393,543	\$233,580		(\$159,963)	59.35%
Grants - Local	\$8,500	\$0	\$8,500	\$9,050		\$550	106.47%
Legislative Appropriations	\$0	\$0	\$0			\$0	n/a
Small Cities Assistance	\$100,000	\$0	\$100,000	\$131,704		\$31,704	131.70%
Licenses and Permits	\$22,310	\$0	\$22,310	\$24,640		\$2,330	110.44%
Charges for Services	\$499,445	\$0	\$499,445	\$657,052		\$157,607	131.56%
Fines and Forfeits	\$323,000	\$0	\$323,000	\$295,743		(\$27,257)	91.56%
Interest on Investments	\$4,000	\$0	\$4,000	\$21,190		\$17,190	529.75%
Miscellaneous	\$95,000	\$20,000	\$115,000	\$304,170		\$189,170	264.50%
TOTAL GENERAL FUND REVENUES	\$5,272,012	\$20,000	\$5,292,012	\$6,003,516		\$711,504	113.44%
EXPENDITURES							
Executive-Legislative	\$179,675	\$30,135	\$209,810	\$51,525		\$158,285	24.56%
Judicial	\$242,871	\$15	\$242,886	\$214,817		\$28,069	88.44%
Elections	\$0	\$0	\$0			\$0	n/a
Finance & Administration	\$1,144,018	(\$82,432)	\$1,061,586	\$838,195		\$223,391	78.96%
Public Safety	\$1,971,003	(\$9,700)	\$1,961,303	\$1,860,796		\$100,507	94.88%
Highways & Streets	\$831,072	(\$17,863)	\$813,209	\$748,066		\$65,143	91.99%
Senior Citizens	\$489,496	\$5,969	\$495,465	\$309,529		\$185,936	62.47%
Sanitation	\$0	\$0	\$0			\$0	n/a
Health and Welfare	\$606,547	\$26,841	\$633,388	\$622,037		\$11,351	98.21%
Culture and Recreation	\$1,221,902	\$17,289	\$1,239,191	\$1,033,158		\$206,033	83.37%
Economic Development & Housing	\$213,801	\$146,086	\$359,887	\$315,483		\$44,404	87.66%
Airport	\$0	\$15,520	\$15,520	\$21,859		(\$6,339)	140.85%
Other - Miscellaneous	\$336,262	\$23,140	\$359,402	\$322,399		\$37,003	89.70%
TOTAL GENERAL FUND EXPENDITURES	\$7,236,647	\$155,000	\$7,391,647	\$6,337,864	\$0	\$1,053,783	85.74%
OTHER FINANCING SOURCES							
Transfers In	\$650,000	\$135,000	\$785,000	\$785,000		\$0	100.00%
Transfers (Out)	(\$50,000)	(\$5,000)	(\$55,000)	(\$55,000)		\$0	100.00%
TOTAL - OTHER FINANCING SOURCES	\$600,000	\$130,000	\$730,000	\$730,000		\$0	100.00%
Excess (deficiency) of revenues over expenditures				\$395,652			

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS			
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
CORRECTIONS	201							
REVENUES								
Correction Fees	201	65,000	12,000	77,000	77,008		8	100.01%
Miscellaneous	201	0	0	0			0	n/a
TOTAL Revenues		65,000	12,000	77,000	77,008		8	100.01%
EXPENDITURES	201	85,000	18,500	103,500	103,351	0	149	99.86%
OTHER FINANCING SOURCES								
Transfers In	201	20,000	5,000	25,000	25,000		0	100.00%
Transfers (Out)	201	0	0	0			0	n/a
TOTAL - OTHER FINANCING SOURCES		20,000	5,000	25,000	25,000		0	100.00%
Excess (deficiency) of revenues over expend	201				(1,343)			
ENVIRONMENTAL	202							
REVENUES								
GRT - Environmental	202	0	0	0	0		0	n/a
Miscellaneous	202	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	202	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	202	0	0	0	0		0	n/a
Transfers (Out)	202	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	202				0			
EMS	206							
REVENUES								
State EMS Grant	206	0	0	0	0		0	n/a
Miscellaneous	206	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	206	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	206	0	0	0	0		0	n/a
Transfers (Out)	206	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	206				0			
E911	207							
REVENUES								
State-E-911 Enhancement	207	0	0	0	0		0	n/a
Network & Data Base Grant	207	0	0	0	0		0	n/a
Miscellaneous	207	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	207	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	207	0	0	0	0		0	n/a
Transfers (Out)	207	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	207				0			
FIRE PROTECTION	209							
REVENUES								
State - Fire Marshall Allotment	209	154,169	0	154,169	208,583		54,414	135.30%
Miscellaneous	209	600	0	600	2,213		1,613	368.83%
TOTAL Revenues		154,769	0	154,769	210,796		56,027	136.20%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
EXPENDITURES	209	243,904	0	243,904	130,833		113,071	53.64%
OTHER FINANCING SOURCES								
Transfers In	209	0	0	0	0		0	n/a
Transfers (Out)	209	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	209				79,963			
LAW ENFORCEMENT PROTECTION REVENUES	211							
State-Law Enforcement Protection	211	27,800	0	27,800	27,800		0	100.00%
Miscellaneous	211	0	0	0	170		170	n/a
TOTAL Revenues		27,800	0	27,800	27,970		170	100.61%
EXPENDITURES	211	27,800	0	27,800	27,576	224	(0)	99.20%
OTHER FINANCING SOURCES								
Transfers In	211	0	0	0	0		0	n/a
Transfers (Out)	211	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	211				394			
LODGERS' TAX REVENUES	214							
Lodgers' Tax	214	35,000	0	35,000	50,890		15,890	145.40%
Miscellaneous	214	100	0	100	2,247		2,147	2247.00%
TOTAL Revenues		35,100	0	35,100	53,137		18,037	151.39%
EXPENDITURES	214	70,000	0	70,000	48,529		21,471	69.33%
OTHER FINANCING SOURCES								
Transfers In	214	0	0	0	0		0	n/a
Transfers (Out)	214	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	214				4,608			
MUNICIPAL STREET REVENUES	216							
GRT - Infrastructure (1/8 cent)	216	131,750	0	131,750	156,719		24,969	118.95%
GRT - Municipal	216	0	0	0	0		0	n/a
Gasoline Tax - (1 cent / 2 cent)	216	170,600	0	170,600	171,647		1,047	100.61%
Motor Vehicle - Registration (all)	216	0	0	0	0		0	n/a
State Grants	216	4,861,716	0	4,861,716	0		(4,861,716)	0.00%
Federal Grants	216	854,400	0	854,400	0		(854,400)	0.00%
Miscellaneous	216	500	0	500	8,353		7,853	1670.60%
TOTAL Revenues		6,018,966	0	6,018,966	336,719		(5,682,247)	5.59%
EXPENDITURES	216	6,526,924	0	6,526,924	116,900		6,410,024	1.79%
OTHER FINANCING SOURCES								
Transfers In	216	0	0	0	0		0	n/a
Transfers (Out)	216	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	216				219,819			
RECREATION REVENUES	217							
Cigarette Tax - (1 cent)	217	0	0	0	0		0	n/a
Miscellaneous	217	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	217	0	0	0	0	0	0	n/a

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
OTHER FINANCING SOURCES								
Transfers In	217	0	0	0	0		0	n/a
Transfers (Out)	217	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	217				0			
INTERGOVERNMENTAL GRANTS REVENUES	218							
State Grants	218	0	0	0	0		0	n/a
Federal Grants	218	0	0	0	0		0	n/a
Miscellaneous	218	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	218	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	218	0	0	0	0		0	n/a
Transfers (Out)	218	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	218				0			
SENIOR CITIZENS REVENUES	219							
State Grants	219	0	0	0	0		0	n/a
Federal Grants	219	0	0	0	0		0	n/a
Miscellaneous	219	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	219	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	219	0	0	0	0		0	n/a
Transfers (Out)	219	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	219				0			
DWI REVENUES	223							
State - Formula Distribution (DFA)	223	0	0	0	0		0	n/a
State - Local Grant (DFA)	223	0	0	0	0		0	n/a
State Other	223	0	0	0	0		0	n/a
Federal Grants	223	0	0	0	0		0	n/a
Miscellaneous	223	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	223	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	223	0	0	0	0		0	n/a
Transfers (Out)	223	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expend	223				0			
OTHER - SPECIAL REVENUES	299							
REVENUES	299	266,600	0	266,600	74,962		(191,638)	28.12%
EXPENDITURES	299	270,950	0	270,950	75,087	0	195,863	27.71%
TOTAL -OTHER FINANCING SOURCES	299	25,500	0	25,500	30,000		4,500	117.65%
Excess (deficiency) of revenues over expend	299				29,875			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS		Budget Balance	Budget Variance %
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
ECONOMIC DEVELOPMENT FUND							
REVENUES	300	0	300	1,200		900	400.00%
EXPENDITURES	0	0	0		0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				1,200			
IMPACT/DEVELOPMENT FEE FUND							
REVENUES	0	0	0	2,070		2,070	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	(4,500)	0	(4,500)	0		4,500	0.00%
TOTAL - OTHER FINANCING SOURCES	(4,500)	0	(4,500)	0		4,500	0.00%
Excess (deficiency) of revenues over expenditures				2,070			
AIRPORT							
REVENUES	266,300	0	266,300	71,692		(194,608)	26.92%
EXPENDITURES	270,950	0	270,950	75,087		195,863	27.71%
OTHER FINANCING SOURCES							
Transfers In	30,000	0	30,000	30,000		0	100.00%
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	30,000	0	30,000	30,000		0	100.00%
Excess (deficiency) of revenues over expenditures				26,605			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			

OTHER MISC. (FUND 299) DETAIL LIST

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

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS		Budget Balance	Budget Variance %
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
FUND 299 SUMMARY							
Revenue - TOTAL	\$266,600	\$0	\$266,600	\$74,962		(191,638)	28.12%
Expenditures - TOTAL	\$270,950	\$0	\$270,950	\$75,087	\$0	195,863	27.71%
TOTAL - OTHER FINANCING SOURCES	\$25,500	\$0	\$25,500	\$30,000		\$4,500	117.65%

CAPITAL PROJECTS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANC ES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
GRT- Dedication	\$267,043	0	\$267,043	\$156,719		(\$110,324)	58.69%
GRT- Hold Harmless	\$0	0	\$0			\$0	n/a
GRT- Infrastructure	\$133,518	0	\$133,518	\$313,450		\$179,932	234.76%
Bond Proceeds	\$0	0	\$0			\$0	n/a
Local Grants	\$0	0	\$0			\$0	n/a
CDBG funding	\$0	0	\$0			\$0	n/a
State Grants	\$0	0	\$0			\$0	n/a
Federal Grants (other)	\$319,900	0	\$319,900			(\$319,900)	0.00%
Legislative Appropriations	\$0	0	\$0			\$0	n/a
Investment Income	\$3,000	0	\$3,000	\$10,831		\$7,831	361.03%
Miscellaneous	\$0	0	\$0			\$0	n/a
TOTAL CAPITAL PROJECTS REVENUES	\$723,461	\$0	\$723,461	\$481,000		(\$242,461)	66.49%
EXPENDITURES							
Parks/Recreation	\$300,000	0	\$300,000			\$300,000	0.00%
Housing	\$0	0	\$0			\$0	n/a
Equipment & Buildings	\$0	0	\$0			\$0	n/a
Facilities	\$0	0	\$0			\$0	n/a
Transit	\$456,500	0	\$456,500			\$456,500	0.00%
Utilities	\$0	0	\$0			\$0	n/a
Airports	\$0	0	\$0			\$0	n/a
Infrastructure	\$0	0	\$0			\$0	n/a
Debt Service Payments (P&I)-GO Bonds	\$0	0	\$0			\$0	n/a
Debt Service Payments (P&I)-Rev. Bonds	\$341,000	0	\$341,000	\$338,610		\$2,390	99.30%
Other	\$16,000	0	\$16,000	\$18,390		(\$2,390)	114.94%
TOTAL CAPITAL PROJECTS EXPENDITURES	\$1,113,500	\$0	\$1,113,500	\$357,000	\$0	\$756,500	32.06%
OTHER FINANCING SOURCES							
Transfers In	\$4,500	0	\$4,500	\$0		(\$4,500)	0.00%
Transfers (Out)	\$0	0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$4,500	\$0	\$4,500	\$0		(\$4,500)	0.00%
Excess (deficiency) of revenues over expenditures				\$124,000			

DEBT SERVICE

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANC ES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
GENERAL OBLIGATION BONDS [FUND 401]							
REVENUES:							
General Obligation - (Property tax)	\$0	\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Other - Misc	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
General Obligation - Principal	\$0	\$0	\$0	\$0	\$0	\$0	n/a
General Obligation - Interest	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures [401]				\$0			
REVENUE BONDS [FUND 402]							
REVENUES:							
Bond Proceeds	\$0	\$0	\$0	\$0		\$0	n/a
Revenue Bonds - GRT	\$0	\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Revenue Bonds - Other	\$0	\$0	\$0	\$0		\$0	n/a
REVENUE BOND REVENUE - TOTAL	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Revenue Bonds - Principal	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Revenue Bonds - Interest	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Revenue Bond Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures [402]				\$0			
OTHER DEBT SERVICE [FUND 403]							
REVENUES:							
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Loan Revenue	\$0	\$0	\$0	\$0		\$0	n/a
OTHER DEBT SERVICE REVENUE - TOTAL	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
NMFA Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Board of Finance Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Debt Service - Misc	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures [403]				\$0			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Water Fund							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Water Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Solid Waste							
Charges for Services	\$745,716	0	\$745,716	\$752,610		\$6,894	100.92%
Interest on Investments	\$350	0	\$350	\$899		\$549	256.86%
Gross Receipts - dedicated	\$0	0	\$0			\$0	n/a
Grants - Federal	\$0	0	\$0			\$0	n/a
Grants - State	\$0	0	\$0			\$0	n/a
Legislative Appropriation	\$0	0	\$0			\$0	n/a
Other	\$0	0	\$0	\$1,827		\$1,827	n/a
TOTAL REVENUES - Solid Waste Fund	\$746,066	\$0	\$746,066	\$755,336		\$9,270	101.24%
EXPENDITURES							
Solid Waste	\$793,220	0	\$793,220	\$766,439		\$26,781	96.62%
OTHER FINANCING SOURCES							
Transfers In	\$0	0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				(\$11,103)			
REVENUES							
Waste Water							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Waste Water Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Waste Water	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

ENTERPRISE FUNDS

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

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Housing							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Housing Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Housing	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Parking Facilities							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Parking Facilities	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Parking Facilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
JOINT UTILITY FUND (EL, WAS, WW)							
Charges for Services	\$8,752,491	0	\$8,752,491	\$9,155,958		\$403,467	104.61%
Interest on Investments	\$42,500	0	\$42,500	\$138,446		\$95,946	325.76%
Gross Receipts - dedicated	\$65,873	0	\$65,873	\$78,354		\$12,481	118.95%
Grants - Federal	\$0	0	\$0	\$0		\$0	n/a
Grants - State	\$150,615	0	\$150,615	\$150,615		\$0	100.00%
Legislative Appropriation	\$0	0	\$0	\$0		\$0	n/a
Other	\$480,100	0	\$480,100	\$119,264		(\$360,836)	24.84%
TOTAL REV. - Other Enterprise Fund	\$9,491,579	\$0	\$9,491,579	\$9,642,637		\$151,058	101.59%
EXPENDITURES							
Other Enterprise Fund	\$14,656,173	0	\$14,656,173	\$8,793,292		\$5,862,881	60.00%
OTHER FINANCING SOURCES							
Transfers In	\$1,458,000	0	\$1,458,000	\$1,458,000		\$0	100.00%
Transfers (Out)	(\$2,108,000)	(\$135,000)	(\$2,243,000)	(\$2,243,000)		\$0	100.00%
TOTAL-OTHER FINANCING SOURCES	(\$650,000)	(\$135,000)	(\$785,000)	(\$785,000)		\$0	100.00%
Excess (deficiency) of revenues over expenditures				\$64,345			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
IRRIGATION FUND							
Charges for Services	\$150	(150)	\$0			\$0	n/a
Interest on Investments	\$0	150	\$150	\$1,000		\$850	666.67%
Gross Receipts - dedicated	\$0	0	\$0			\$0	n/a
Grants - Federal	\$0	0	\$0			\$0	n/a
Grants - State	\$0	0	\$0			\$0	n/a
Legislative Appropriation	\$0	0	\$0			\$0	n/a
Other	\$0	0	\$0			\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$150	\$0	\$150	\$1,000		\$850	666.67%
EXPENDITURES							
Other Enterprise Fund	\$38,565	0	\$38,565	\$300		\$38,265	0.78%
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$700			
REVENUES							
Other Enterprise (enter fund name)							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Other Enterprise Fund	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			Positive (Negative)	
						\$	%
INTERNAL SERVICE FUNDS [600]							
REVENUES							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Miscellaneous revenues	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Operating Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	#REF!
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
TRUST AND AGENCY FUNDS [700]							
REVENUES							
Investments	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Tax Revenues	\$0	\$0	\$0	\$0		\$0	n/a
Miscellaneous revenues	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
General Government/Benefits	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (I)
AGENDA TITLE: CN F10091 New Mexico Department of Transportation
Cooperative Project Agreement – Construction Work East
Aztec Arterial

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

PROJECT DESCRIPTION / FACTS

- New Mexico Department of Transportation (NMDOT) has provided the Cooperative Project Agreement – Construction Work for the East Aztec Arterial Phase 2. Funding identified in the agreement:
 - Federal - Surface Transportation Program Secondary Highways (STPS) - \$2,990,400
 - State matching funds - \$ 509,600
 - Local (City) non match - \$1,000,000
 - Capital Project Funds (Legislative Appropriations) - \$4,500,000
 - Total \$9,000,000
- This funding agreement expires September 30, 2020.

FISCAL INPUT / FINANCE DEPARTMENT

- Funding identified for the East Aztec Arterial has been included in the FY19 Preliminary Budget and the FY19 Adopted Budget Resolution (Business Item D)

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

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

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

COOPERATIVE PROJECT AGREEMENT-CONSTRUCTION WORK

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

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

1. Purpose:

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

2. Funding:

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

1. FFY 2018 SMALL URBAN AREA W/POP OVER 5K TO 200K (STPS) Funds

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

2. <u>City’s matching 14.56% share</u>	\$509,600
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For the purpose stated above.

3. <u>Capital Outlay Funds</u>	\$4,500,000
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To be covered by Capital Outlay appropriations C4096 & 15-0949.

4. <u>Local Non Funds</u>	\$1,000,000
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For the purpose stated above.

5. <u>The Total Project (Construction Work) Funding</u>	\$9,000,000
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- b. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section and all costs determined to be ineligible for reimbursement under the terms of the listed funding sources.
- c. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the Public Entity's Engineer's Estimate (EE) and or Estimate of Probable Cost (EOPC). The EE shall be submitted to the Department's North Region T/LPA Coordinator prior to the PS&E Review pursuant to 23 CFR Part 630B.
- d. After the project is advertised, bids shall be submitted in accordance with the advertisement for bids. The Public Entity will open sealed bids in accordance with the Public Entity established procurement procedures. The Department will review the Public Entity's determination of lowest responsive bid to determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The Public Entity's responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
- e. The Public Entity may not make changes and add extra work to the Project after the construction contract has been awarded in order to take advantage of the project Costs as per the agreement amount. Pursuant to 23 CFR 630 and 23 CFR 635, specifically 23 CFR 635.120, extra work may be added to a project as a change order if such work could NOT have been reasonably anticipated at the time of letting and such work is necessary to the completion of the project. If at any point in the construction, the Public Entity identifies extra work as defined by the Department's specifications, current edition as of the date of execution of this agreement, that may be justified by incorporation into the contract, this proposed work shall be reviewed by the Department (District Engineer and Construction Liaison Engineer or Designee), which must concur prior to the commencement of the extra work.

3. Method of Payment – Reimbursement:

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

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

4. Public Entity Shall:

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

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

5. The Department Shall:

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

6. Both Parties Agree:

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

7. Project Responsibility:

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

8. Public Entity Sole Jurisdiction:

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

9. Legal Compliance:

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

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

10. Federal Grant Reporting Requirements:

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

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

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

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

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

11. Disadvantaged Business Enterprise (DBE) Program:

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

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

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

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

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

12. Title VI Program Obligations:

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

13. Third Party Beneficiary:

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

14. New Mexico Tort Claims Act:

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

15. Office of Inspector General Reviews:

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

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

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

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

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

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

17. Appropriation

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

18. Scope of this Agreement:

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

19. Severability:

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

20. Term:

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2020**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

21. Termination:

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

22. Principal Contacts and Notices:

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

North Region T/LPA Coordinator

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

District T/LPA Coordinator

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

Construction Liaison Engineer

Eunice Cazares De Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe
Office: 505-321-8380
E-Mail: Eunice.cazares@state.nm.us

Public Entity

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

23. Amendment

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: Cynthia A. Christ
Assistant General Counsel

Date: 7-6-18

CITY OF AZTEC

By: _____
Mayor

Date: _____

ATTEST

By: _____
CITY OF AZTEC Clerk

Date: _____

APPROVED AS TO FORM BY THE CITY OF AZTEC ATTORNEY

By: _____
CITY OF AZTEC Attorney

Date: _____

APPENDIX A

Construction Phase Duties and Obligations

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

APPENDIX A

Manager. All decreases/increases shall be documented and attached to the change order. No payment shall be made for additional quantities until the Department approves the change orders.

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

APPENDIX C

Title VI Nondiscrimination Assurances For FHWA Recipients

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

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

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

General Assurances

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

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

Specific Assurances

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

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

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

APPENDIX C

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

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

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

APPENDIX C

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

Date: _____ Project Control Number: F100091

Recipient Name: City of Aztec _____

Signature of Authorized Official: _____

Print Name: _____ Title: _____

Phone: _____ E-mail: _____

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

APPENDIX C

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

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

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

APPENDIX C

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

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

APPENDIX C

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

APPENDIX C

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

APPENDIX D

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

I, _____, in my capacity as _____ of

_____ do hereby certify as follows:

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

Control Number: F100091

By: _____

Date: _____

Mayor or designee

When completed, please send Certification to:

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

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (J)
AGENDA TITLE: Finance Department Record Destruction

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

PROJECT DESCRIPTION / FACTS

- Commission approved Resolution 2008-776 “Approving and Establishing a Records Management Program” for the City of Aztec on October 21, 2009.
- Prior to the final destruction of any city document, Commission approval must be obtained.
- If approval is obtained the documents will be shredded. The Destruction Form will be signed and held by the City Clerk.

Documents to be Destroyed

- Destruction of Finance Department records (**information only** – does not require City Commission approval, Resolution 2010-850 Authorizing Destruction of Hard Copy Records Once Digitally Archived, November 23, 2010):
 - FY2017 (July 2016 – June 2017) Accounts Payable records – records have been scanned and electronic records will be retained. Paper documents to be destroyed include check stubs with invoices and purchase authorization documentation for all City bank accounts; EFT transmission and authorization.
 - Payroll Budget paper worksheets for FY08, FY09, FY13, & FY14
 - Safety Training paper documentation (includes sign in sheets, letters & certificates) for FY11, FY12, FY13, FY14, FY15, FY16, FY17, FY18
 - Municipal Court monthly reports 2013-2018
 - Budget Workpapers (FY14)
 - Daily Cash Reconciliation documentation and reports for August 2016 through March 2018.

- Destruction of the following Finance Department records **requiring** City Commission approval. Records are NOT scanned but have met record retention requirements:
 - Journal Entries (FY14) Journal vouchers for correction of errors of previously posted/recorded transactions – retention period 3 years after close of accounting period
 - Payroll Journals – July 2010 – September 2011 – retention period 6 years
 - MVD Reports (Finance Department copy) August 2012 to June 2015 – retention period 3 years after close of accounting period
 - Sams Club membership information 2011 through 2014 - no specific retention period identified
 - Accounts Receivable invoices FY04, FY05, FY06, FY07, FY08, FY09, FY10, FY11 - retention period 3 years after close of accounting period

PROCUREMENT

- None Required; paper shredding service cost estimated at \$200

FISCAL IMPACTS

- Due to the volume of paper to be destroyed, the Finance Department will contact a firm specializing in document destruction. Funds were included in the FY19 Finance Department budget specific to this purpose.

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Destruction of Finance Department Documents

Staff Summary Report

MEETING DATE: July 24, 2018

AGENDA ITEM: IX. CONSENT AGENDA (K)

AGENDA TITLE: 550 Brewing Company, LLC Lease Agreement Amendment

ACTION REQUESTED BY: Community Development Director

ACTION REQUESTED: Approval of the Amended Lease Agreement with the 550 Brewing Company, LLC.

SUMMARY BY: Steven M. Saavedra, CFM

PROJECT DESCRIPTION / FACTS

The City of Aztec and 550 Brewing Company, LLC agreed to renew the lease agreement at the HUB, located at 119 E. Chuska, Aztec NM 87410 on March 27, 2018. The 550 Brewing Company is requesting an amendment to the lease agreement. The 550 Brewing Company, seeks exclusive and sole rights of the outdoor courtyard for the sales, consumption, and distribution of beer and wine. New Mexico's Department of Alcohol & Gaming prohibits any alcohol in the outdoor courtyard unless 550 Brewing Company has sole rights to the courtyard. Exclusive access to 550 Brewing Company limits the City of Aztec and other incubators the rights and uses of the courtyard; Therefore, the City will charge 550 Brewing Company an additional \$250.00 in rent per month for sole access of the courtyard. In addition, 550 Brewery is required to maintain and clean the courtyard on a weekly basis to ensure all City Codes are met.

SUPPORT DOCUMENTS: City of Aztec and 550 Brewing Company, LLC Lease Agreement at the HUB

DEPARTMENT'S RECOMMENDED MOTION: Motion to approve the amended lease agreement with the 550 Brewing Company, LLC.

COMMERCIAL LEASE AGREEMENT

AMENDED

THIS LEASE AGREEMENT is made and entered into on this ____ day of _____, 2018, by and between The City of Aztec, a New Mexico municipal corporation, dba **THE HUB Incubator**, 201 West Chaco Street, Aztec, New Mexico 87410, hereinafter referred to as “Lessor”, and **550 Brewing Company, LLC** of 7 Road 2794, Aztec, NM 87410, hereinafter referred to as “Lessee”.

SECTION ONE

DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee the following described office space located in the Building located at 119 East Chuska Street, Aztec, New Mexico 87410 (the “Premises”): Suite B and exclusive rights to the outside courtyard for the sale, consumption and distribution of beer and wine.

Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use. The Permitted Use is for: the sale, consumption and distribution of beer, wine and merchandise, socializing by customers and occasional live entertainment, as set out in Section Six (4.) below.

SECTION TWO

DEFINITIONS

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. “Additional Rent” means all amounts payable by Lessee under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. “Building” means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 119 S. Church

Avenue, Aztec, NM 87410 (also known as 119 W. Chuska Street, with frontage on that street) as from time to time altered, expanded or reduced by Lessor in its sole discretion;

- c. "Common Areas and Facilities" mean:
 - i. Those portions of the Building areas, improvements, facilities, utilities, equipment and installations in or forming part of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, restrooms, outdoor decks, and operating equipment serving the Building; and
 - ii. Those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or Lessor and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by Lessor as part of the Common Areas and Facilities
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including loading bay and drive area, designated utility closet, and any portion of land on the Building's exterior designated for the exclusive use of a suite (i.e. Suite B) if any, determined, calculated and certified by Lessor and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied or by or used for columns, ducts or other structural elements;
- e. "Premises" means the specific office space described above in Section One of this Agreement.

- f. "Rent" means the total of Base Rent and Additional Rent.

SECTION THREE
HUB PROGRAM, PROGRESS INDICATORS,
AND BENCHMARK THRESHOLDS

1. The operation of this facility by Lessor is geared specifically to assist with the incubation and/or growth of new and existing small businesses. Tenants of The HUB shall have full support services available to members of The HUB.
 - a. Exhibit 'A' defines the tenant spaces and membership levels.
 - b. Exhibit 'B' describes the services, enumerates the amounts of each, and any other membership benefits per membership level (i.e. access to copy machine, fax machine, etc.).
 - c. Exhibit 'C' describes an individual Tenant's anticipated thresholds for growth while at The HUB. Each threshold is negotiable at the time of signing a Lease. However, Exhibit 'D' provides the basic outlines which every business must address in order to qualify for membership in and tenancy at The HUB.

SECTION FOUR
TERM OF LEASE

1. The term of this Lease shall be for a period of 1 year, commencing on March 27, 2018 and ending on March 27, 2019.
2. This Lease may be extended for 1 additional term of 1 year upon the agreement of Lessor and Lessee, at a rent and upon such terms as may be agreed upon between the parties. Lessee shall give Lessor thirty (30) days written notice of Lessee's desire to negotiate an extension of this Lease.

SECTION FIVE
RENT

1. It is the intent of this Lease and agreed to by Lessor and Lessee that rent for this Lease shall be on a gross rent basis meaning Lessee shall pay the Base Rent and any Additional rent and Lessor shall be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.
2. Lessee shall pay rent in the amount of \$1,250.00 per month, for the Premises (the "Base Rent").
3. Lessee shall pay Lessor the Base Rent on or before the 1st day of each month during the term of this Lease.
4. Lessee shall be credited with a Base Rent reduction of \$150.00 for the first month of the term of this Lease, so that the rent due for the first month shall be \$1100.00. Thereafter, the Base Rent shall be reduced by \$150.00 per month upon a representative of Lessee attending the HUB monthly incubation training session during the preceding rent month. Should Lessor not offer a training session in a given rent month, Lessee also shall be entitled to the \$150.00 Base Rent reduction for the following rent month.
5. All additional sums payable by Lessee to Lessor pursuant to any provision of this Lease shall be deemed to be Additional Rent and shall be recovered by Lessor as rental arrears.
6. For any rent review negotiation, the basic rent shall be calculated as being the higher of the Base Rent payable immediately before the date of the review and the Open Market Rent on the date of review.

SECTION SIX
USE AND OCCUPATION

1. Lessee shall use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. Lessee shall carry on business under

Lessee's name and shall not change such name without the prior written consent of Lessor, such consent not to be unreasonably withheld. Lessee shall use the Premises for its business and should be open to the public, such as clients or customers, and shall be fully furnished with appropriate amenities to conduct and grow its business throughout the term hereof; and shall continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by Lessor.

2. Lessee is obligated to obtain all required licensing and approvals for conducting its business at the Facility. First and foremost, each business is required to obtain a Business License from the City of Aztec. Any specific trades or activities that require specific licenses or approvals from governmental entities are the responsibility of Lessee, and copies of same must be provided to Lessor for record keeping purposes.
3. Lessee covenants that Lessee shall carry on and conduct its business upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any Federal, state, municipal or other competent authority and shall not do anything on or in the Premises in contravention of same.
4. Any and all Lessee outside activities at the Premises, including but not limited to music, food trucks or other events shall require prior City approval, which shall not be unreasonably withheld.

SECTION SEVEN QUIET ENJOYMENT

1. Lessor covenants that on paying the Base Rent and performing the covenants contained in this Lease, Lessee shall be entitled to peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Activities permitted include occasional live music (not unreasonably loud) after 6:30 p.m., Monday-Friday, and 12:00 noon Saturday and Sunday, until or before closing times as permitted by the New Mexico Alcohol And Gaming Division. Outside activities shall be subject to Section Six (4.) above.

SECTION EIGHT
HOLDING OVER

1. If Lessee continues to occupy the Premises without the written consent of Lessor after the expiration or other termination of the Lease, then, without any further written agreement, Lessee shall become a month-to-month tenant at a minimum monthly rental equal to the Base Rent and subject to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy. A tenancy from year-to-year shall not be created by implication of law. Provided, however, that nothing contained in this clause shall preclude Lessor from taking action for recovery of possession of the Premises.

SECTION NINE
IMPROVEMENTS

Lessee may make improvements, alterations or additions to the Premises only with the prior written consent of Lessor, specifically including, but not limited to, the following:

1. Applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
2. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
3. Removing or adding walls, or performing any structural alterations;
4. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
5. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

6. Affixing to or erecting upon or near the Premises any radio or TV antenna, satellite dish or tower

Any and all improvements, alterations and additions placed on the Premises by Lessee, excepting furniture, equipment and fixtures not attached to the Premises, shall immediately merge and become a permanent part of the realty, and any and all interest of Lessee therein shall immediately vest in Lessor, and all such improvements shall remain on the Premises and shall not be removed by Lessee at the termination of the Lease.

The above general provisions of the Lease shall be subject to the following specific provisions as to this Lessee.

Building alterations for Suite B. will be made by the Lessee at the Lessee's cost. Such alterations are to be approved by the Lessor including design of walls, partial walls, bar, signage (with exception of a custom made 550 Brewing entry gate sign and 550 Brewing Entrance sign to direct patrons to the Chuska Street entry and away from the HUB's Church Street entrance). Electrical load calculation will be required to assist the City electric department determine any needs for the structure and Suite B. Communications equipment such as satellite dish and antennae are also permitted.

Any and all improvements, alterations and additions placed on the Premises by Lessee, excepting items which are not attached to the Premises, including furniture, equipment, fixtures, bar, tap system and decorations that can be removed with the walls returned to original condition, shall immediately merge and become a permanent part of the realty, and any and all interest of Lessee therein shall immediately vest in Lessor, and all such improvements shall remain on the Premises and shall not be removed by Lessee at the termination of the Lease with the following exceptions:

- a. Custom 550 Brewing entry gate sign
- b. Custom 550 Brewing entrance sign
- c. External Cold Room

SECTION TEN
UTILITIES AND OTHER COSTS

The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water and sewer. Any other costs or charges shall be paid by Lessee.

SECTION ELEVEN
MAINTENANCE AND CARE OF PREMISES

Lessee shall maintain the Building and outside courtyard area on the Premises at Lessee's cost. Lessee covenants that it has inspected the Premises and that same are in good condition at the commencement of this Lease.

Lessee shall exercise reasonable care in its occupancy and use of the Premises and shall specifically comply with the following:

1. Lessee shall promptly notify Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
2. Lessee shall not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of Lessor, disturbs the comfort or convenience of other tenants.
3. Lessee shall not engage in any illegal trade or activity on or about the Premises.
4. Lessee shall comply with standards of health, sanitation, fire, housing and safety as required by law.

SECTION TWELVE
SURRENDER OF PREMISES

At the expiration of the Lease term, Lessee shall quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, normal and reasonable wear and tear excepted.

SECTION THIRTEEN
RULES AND REGULATIONS

Lessee shall obey all rules and regulations posted by Lessor regulating the use and care of the Building, common areas, exterior and any outdoor areas assigned to Lessee in and around the Premises. Lessee shall comply with Aztec's HUB Code of Conduct, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

SECTION FOURTEEN
HAZARDOUS MATERIALS

With only those exceptions specifically set out below, Lessee shall not store or maintain, or permit to be stored or maintained, any hazardous materials of any kind in or around the Premises. Lessee shall indemnify and hold harmless Lessor from any and all liability resulting from, or which may result from, Lessee's storage or maintenance of hazardous materials of any kind. Exceptions: CO2 cylinders for dispensing and carbonating beer and beverages.

SECTION FIFTEEN
DEFAULT

Lessee agrees that if it should be in default under any covenant herein for payment of rent for thirty (30) days after demand is made therefor by Lessor, or if Lessee shall neglect or fail to perform or observe any of the other covenants contained in this Lease on its part to be observed and performed for thirty (30) days after Lessor shall give Lessee notice or demand to remedy same, specifying therein the breach or default then existing, or if Lessee should be adjudicated a bankruptcy or insolvent or abandon the demised premises, then and in any of such events, Lessor thereafter, upon giving Lessee at least thirty (30) days prior notice of Lessor's election so to do may, unless any breach or default so specified be remedied prior to the expiration of such thirty (30) days, lawfully re-enter into and upon the demised premises and repossess the same as of the former estate of Lessor and expel Lessee and those claiming under and through Lessee and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants: and upon re-entry as aforesaid, the Lessor shall have the option of either terminating this

Lease or of reletting the leased property or any part thereof, and making claim against the Lessor for the difference between the rent herein reserved and agreed to be paid by the Lessee for the portion of the term remaining at the time of re-entry or repossession, and the amount, if any, received or to be received under such reletting for such portion of the term. In any event, the Lessor shall have a first lien as provided in the laws of New Mexico upon any property belonging to Lessee and located in said premises as security for the payment of rental and fulfillment of the faithful performance of any other obligations. Lessee shall pay and discharge all costs, attorney's fees and expenses that shall arise from enforcing the covenants of this Lease.

The failure or neglect of Lessor to terminate this Lease for any one or more breaches of any of the covenants hereof shall not be deemed consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating this Lease, either for such violation or for prior or subsequent violation of any covenant hereof.

SECTION SIXTEEN INSURANCE

Lessee is hereby advised and understands that the personal property of Lessee is not insured by Lessor for either damage or loss, and Lessor assumes no liability for any such loss. Lessee is advised that, if such insurance coverage is desired by Lessee, Lessee should arrange with Lessee's own insurance agent for a Tenant's Policy of Insurance.

SECTION SEVENTEEN LESSOR AND LESSEE REMEDIES CUMULATIVE

The specified remedies to which the Lessor or Lessee may resort under the terms of this Lease are cumulative and are in addition to any other remedies or means of redress to which the Lessor or Lessee may be lawfully entitled in case of any breach by Lessor or Lessee of any of the agreements and covenants herein contained.

SECTION EIGHTEEN GOVERNING LAW

It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special

proceedings under this Lease, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Mexico, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SECTION NINETEEN
SEVERABILITY

If there is a conflict between any provision of this Lease and the applicable legislation of the State of New Mexico (the 'Act'), the Act shall prevail and such provisions of the Lease shall be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are hereby incorporated into this Lease.

SECTION TWENTY
ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease, or sublet or grant any concession or license to the use of the Premises or any part of the Premises without the prior express written consent of Lessor. An assignment, subletting, concessions, or license, whether by operation of law or otherwise, without the prior express written consent of Lessor, shall be void and shall, at Lessor's option, terminate this Lease.

SECTION TWENTY-ONE
BINDING EFFECT

It is understood and agreed by and between the parties hereto that the agreements, covenants, terms, conditions, provisions, and undertakings in this Lease, or in any extension or renewal thereof, shall extend to and be binding upon the heirs, personal representatives, assigns, and successors in interest of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be hereto and include and apply also to the heirs, personal representatives, successors, and assigns of such party, as if in each and every case so expressed.

SECTION TWENTY-TWO
JOINT AND SEVERAL LIABILITY

Where there is more than one Lessee executing this Lease, all Lessees are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as of the day and year first above written.

LESSOR:
CITY OF AZTEC

LESSEE:
550 BREWING COMPANY, LLC

By:_____

By:_____

Attest:_____
Aztec City Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

SUBSCRIBED AND SWORN TO before me this _____ day of _____
2018 by _____, Lessee under the
above Commercial Lease Agreement.

Notary Public

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (L)
AGENDA TITLE:	Letter to Aztec High School Denying Zia Street Closure And Funding Of An Additional School Resource Officer

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval Of Letter to Aztec High School Denying Zia Street Closure And Funding Of An Additional School Recourse Officer
SUMMARY BY:	Steve Mueller-Interim City Manager

PROJECT DESCRIPTION / FACTS

- On April 10th, 2018 Aztec Municipal School District Superintendent Kirk Carpenter submitted a letter to Mayor Snover and the Aztec City Commission requesting:
 - 1) The City to fund a School Resource Officer that would be placed full time at Aztec High School and
 - 2) Closing of Zia Street at Aztec High School property line.
- Mayor Snover responded via letter on May 20th, 2018 to Superintendent Kirk Carpenter stating the City would not be able to fund the additional full time School Resource Officer but the City did plan to continue to share the cost of the current SRO position with the Aztec School district under the current agreement. The letter also stated that the closure of Zia St. was denied as well.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- SRO Officer (full time position): \$85,000 not including training and equipment

SUPPORT DOCUMENTS:	<ul style="list-style-type: none">• Letter from Aztec School District requesting Zia St. closure at High School property line and a City paid School Resource Officer to be placed full time at Aztec High School.• Letter from Mayor Snover denying the Zia St. closure at the High School property line and a City paid School Resource Officer to be placed at Aztec High School full time.
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DEPARTMENT'S RECOMMENDED MOTION: Move To Approve The Letter From Mayor Snover Dated May 20, 2018 To Aztec School Superintendent Kirk Carpenter Denying Zia Street Closure And Denying Funding Of An Additional School Resource Officer For Aztec High School.



AZTEC MUNICIPAL SCHOOL DISTRICT

"Building a Foundation of Success"

Office of the Superintendent

1118 W. Aztec Blvd. Aztec New Mexico 87410

(505) 334-9474 FAX (505) 334-9861

April 10, 2018

Mayor Pro-tem Snover and Aztec City Commissioners:

First of all I want to thank you for your service to the City of Aztec and for your continued support to our school district. As we continue to move forward, we do so holding our heads up high and getting stronger and becoming more united than ever before. The support and compassion that our community has given to us and continues to provide is nothing short of amazing and we will forever be grateful.

We come before you tonight in our continued effort to address our overall district safety with two requests;

- 1) City paid School Resource Officer that we can place full time at Aztec High School
- 2) Close of Zia Street at Aztec High School Property Line

School Resource Officer:

Currently we share the cost of the School Resource Officer between the City and the School District. The City pays 60% of the salary and the School District pays 40% of the salary. The training and equipment is paid for by the Department.

We are asking that the City of Aztec pick up the entire cost of a full time SRO that would be stationed at Aztec High School during all school hours and at other school events. When school is not in session the City of Aztec could then utilize this officer for their patrols and other duties as assigned. We feel that this is an important step to help improve the overall safety of Aztec High School by placing an armed personnel member on that campus full time. Our current SRO is stationed at AHS, but they have six other schools they take care of and do patrols at and this would allow that individual to be able to be more visible and concentrate on the other sites. The high school is such an open campus and as part of our plan to work on securing the campus this is an important next step.

We are not opposed to working with the city to assist with helping pay for some equipment costs and other onetime fees that we could help cover from our mill funding or items that could be purchased with such funds, but it is the reoccurring costs that we are asking the city to fund. This is not uncommon as most models where SRO exists it is the City that pays for the officers. We appreciate the partnership we have had with our SROs' and hope that you will consider this request. Please know that we come to you with this request and ask, but do not in any way want this to impede or hurt the budget request of the Aztec Police Department. We believe that the schools are an important part of this community and we appreciate the work and protection that the APD has provided to our schools. Unfortunately, we must change the way we are securing

Our Mission:

In a safe, caring environment, we will partner with our community to improve student learning for all students.

our schools and the level as well, so we hope that you strongly consider this as you prepare your budgets.

Closing Zia Street at Aztec High School Campus:

Our second request is one that will help us secure our campus physically. We are asking your permission to close Zia Street where it dissects our campus. This is not the first time we have requested this, but the difference is that Pollard street, which runs behind the high school, is now a paved road, and provides full access for residents to enter the neighborhood from Blanco Street.

The ability to close this street will allow us to fence our property and then create more controlled entrances on and off our campus that can be manned so we have better opportunity to check visitors that are coming on to our campus. As we move forward with our plans to improve our boundary security needs, this decision is of the utmost importance and will drive a lot more of our decision making.

We do understand that there are residents that live on the southeast side of our campus, and having to travel down Pollard would change a traffic pattern on Blanco, but we also believe that having the ability to check ID's of cars coming into our parking lots and those of students walking onto our campus from the south side on Zia street would be a huge benefit that currently we cannot do without having access to this street being closed.

Our first option is to close the street completely, if this is not feasible, we would ask that the street be closed during school hours, which would be designated by the school district and during such time that we have students and staff present our campus. Again we understand that this may take a study, but we would like to have this done for the 2018-2019 school year. We also understand that the additional fencing and/or gate to make this happen would be at the expense of the school district. With all of that being said we also understand that the benefit this would provide and add to our overall safety to AHS would be priceless.

Thank you for your consideration on these important issues and again know that we look forward to working with you on these to help keep our students safe

Sincerely,

Kirk M. Carpenter

Our Mission:

In a safe, caring environment, we will partner with our community to improve student learning for all students.

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry



Commissioners
Austin R. Randall
Sherri A. Sipe
Mark E. Lewis

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

May 20, 2018

Mr. Kirk M. Carpenter
Aztec School Superintendent
1118 W. Aztec Blvd.
Aztec, NM 874140

Re: Request for additional School Resource Officer and Zia Street closure at Aztec High School Campus

Mr. Carpenter,

The Aztec City Commission commends and appreciates all planning efforts to secure and protect the youth, teachers, and staff at Aztec Municipal Schools, specifically Aztec High School. As we explore options to secure the High School further, we must consider the safety of all citizens living in the community as well as residents living near the High School.

At this time, the City will not be able to fund the additional School Resource Officer that you have requested. The City does plan to continue to share the cost of the current SRO position with the Aztec School district under the current arrangement.

After evaluating your request to close Zia Street at the Aztec High School property line, Aztec's City Commission and I, along with input from City staff, do not feel the closure of Zia Street is a viable option due to health, safety, and wellbeing concerns for residents living in the area.

Zia Street provides essential ingress and egress access for over 65 residential dwelling units east of the high school. The closure of Zia, even during school hours, could negatively impact the safety of residents living on Blanco St., Ford St., Pollard Ave., and Zia St., during an emergency. Blanco St. would be the only thoroughfare and access is limited during heavy rains and floods.

Unfortunately, heavy rains and floods are likely in this area, since the area east of the High School, is designated as a FEMA Flood Zone "A" (Blanco Arroyo). The City of Aztec has experienced heavy rains and floods on Blanco St., Pollard Ave., and Zia St., Most notably in 2014 and 2015. These floods present a challenge to the City, residents, and emergency personnel. Therefore, it is vital thoroughfare access is not blocked or limited.

As you also mention in your request letter, closing Zia St. forces more traffic onto Blanco St. This exacerbates safety matters for pedestrians, cyclists, and vehicle traffic alike.

Aztec's City Commission and City staff remain committed to assisting you and your staff in finding ways to improve the safety of all those in Aztec and in particular the students in the Aztec Municipal School district.

Sincerely,



Victor C. Snover
Aztec Mayor

cc: Rosalyn A. Frye, Mayor Pro-Tem
Sherri A. Sipe, Commissioner
Austin R. Randall, Commissioner
Mark E. Lewis, Commissioner
Steve Mueller, Interim City Manager

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (M)
AGENDA TITLE: Resolution 2018-1094 To Place Question on a Ballot of Election for Sunday Sales of Alcoholic Beverages

ACTION REQUESTED BY: Mayor Victor Snover
ACTION REQUESTED: Approval of Resolution 2018-1094 to Place Question on a Ballot of Election for Sunday Alcohol Sales
SUMMARY BY: Karla Saylor

PROJECT DESCRIPTION / FACTS

Commission has requested to place this item on agenda for approval.

- The resolution would allow for the question “Shall Sunday Sales of Alcoholic Beverages by the Drink for Consumption on the Licensed Premises of Licensees Be Allowed in the Municipality of Aztec New Mexico” to be placed on a ballot of election to be voted on.

FISCAL IMPACTS

Cost would vary based on County Fees for an election.

SUPPORT DOCUMENTS: Resolution 2018-1094

DEPARTMENT’S RECOMMENDED MOTION: Move To Approve Resolution 2018-1094 for Question to be Place On Ballot of Election: **“Shall Sunday Sales Of Alcoholic Beverages By The Drink For Consumption On The Licensed Premises Of Licensees Be Allowed In The Municipality of Aztec New Mexico?”**

**CITY OF AZTEC
RESOLUTION 2018-1094**

**A Resolution to Approve Placing the Question on a Ballot of Election to Allow
Sunday Alcohol Sales by the Drink for Consumption on a Licensed Premises of
Licensees**

Whereas, it is the desire of the Aztec City Commission to support the businesses in its corporate limits and to have legislation enacted that will allow properly licensed retail licensees to conduct the sales of alcohol; and

Whereas, there has been a growing movement among Aztec citizens for the ability to purchase alcohol drinks on Sundays from establishments that are licensed; and

Whereas, to allow for such action the option through a question on a voting ballot will have to be voted upon by the Aztec citizens;

Now, Therefore, Be It Resolved the Aztec City Commission approves the placing of a question before the municipal voters of Aztec at the next foreseeable election. The question shall be stated as follows:

“Shall Sunday Sales of Alcoholic Beverages by the Drink for Consumption on the Licensed Premises of Licensees Be Allowed in the Municipality of Aztec New Mexico.”

Passed, Approved and Signed this 24TH day of July 2018.

MAYOR VICTOR SNOVER

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: IX. CONSENT AGENDA (N)
AGENDA TITLE: Lodger's Tax Advisory Board Member Appointment

ACTION REQUESTED BY: Lodger's Tax Advisory Board Member (LTAB)
ACTION REQUESTED: Approve Lodger's Tax Advisory Board Member Appointment
SUMMARY BY: Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

- LTAB has been down one member since August of 2017
- Currently we have one vacancy
- We have had the position advertised since September of 2017 on Facebook City Website, letters were sent out to businesses and board members have been talking to business as well trying to generate interest
- LTAB has received only one letter of interest from Danielle Workman with Step Back Inn

DIVISION 2. ADVISORY BOARDS AND COMMITTEES

Sec. 2-354. Membership

- 2. Unless otherwise specified, the terms of office for members of each committee shall be four (4) years after the initial terms have been served.
- 3. All members shall have residency within the Aztec Municipal School District, unless otherwise specified.

Sec. 2-354. Membership

- 5. A City Commissioner, City Manager, City Clerk, or their authorized delegate or representative shall participate as a member on each committee in an advisory position, but shall have no voting privileges.

SUPPORT DOCUMENTS: Letter of Interest

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Appointment of Lodger's Tax Advisory Board Member



March 21, 2018

Sherlynn Morgan
City of Aztec
201 W. Chaco
Aztec, NM 87410

RE: Lodger's Tax Advisory Board Vacancy

Dear Ms. Morgan,

I am writing to express my interest in the advertised vacancy on the Aztec Lodger's Tax Advisory Board. I am currently working as the front desk manager at the Step Back Inn, where I have been employed for the past year. I have been a resident of Aztec for 13 years, and I would be happy to have the opportunity to serve the community as a lodging operator member of the advisory board. You can contact me at the hotel at (505) 334-1200 Monday through Thursday between the hours of 8 a.m. and 2 p.m. Thank you for your time, I look forward to hearing from you!

Danielle Workman
Front Desk Manager

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	XII. BUSINESS ITEMS (A)
AGENDA TITLE:	Intent to Adopt Ordinance 2018-480, An Ordinance Amending Chapter 16, Article VII. Municipal Motor Vehicle Operation Fees.

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of the Intent to Adopt Ordinance 2018-480, An Ordinance Amending Chapter 16, Article VII. Municipal Motor Vehicle Operation Fees.
SUMMARY BY:	Delain George

PROJECT DESCRIPTION / FACTS

- NM Taxation and Revenue Motor Vehicle Division (NMTRD-MVD) allows municipalities that operate motor vehicle offices to impose an administrative fee to help offset the costs incurred by the municipality for providing MVD services.
- June 22, 2010, the Aztec City Commission approved to adopt Ordinance 2010-386 to establish administrative fees for Aztec MVD. At this time fees were set at three dollars (\$3.⁰⁰) per transaction.
- April 15, 2015, The Aztec City Commission approved Ordinance 2015-443 to increase the administrative fee for Aztec MVD to five dollars (\$5.⁰⁰) for all transactions.
- Before you is Ordinance 2018-480 to increase the Motor Vehicle Administrative Fees. Staff is proposing to increase all MVD transactions by \$1.⁰⁰ from \$5.⁰⁰ to \$6.⁰⁰ with the exception of VIN Inspections and Road Tests would increase \$5.⁰⁰ to \$10.⁰⁰.
- This increase would help bring Aztec MVD closer to standing on its own without the support of additional general fund revenues. MVD is one of the few general fund departments that is able to offset expenses by its revenue to support the department.
- By state statute, counties and municipalities receive fees from the state for most transactions. \$6.⁰⁰ per driver's license, \$5.⁰⁰ per ID card, motor vehicle/boat registrations and titles. In addition, if an office performs more than ten thousand transactions in preceding fiscal year an additional \$1.⁰⁰ is received per transaction for the next year's transactions. The City of Aztec has met this performance for many years now. There is also a \$1.⁵⁰ State administration fee that is received on MVD transactions. Depending on the transaction type the City of Aztec receives reimbursement from NMTRD of \$8.⁵⁰ or \$7.⁵⁰ per transaction.
- The administrative fee collected must be a separate payment from the State MVD transaction/payment and cannot be combined into one payment. The City administration

fee must be in cash as the City of Aztec does not accept checks, credit/debit card payments for administration fees. State MVD transactions must be paid with a credit/debit card or cash. The City of Aztec does not accept checks for MVD transactions with the exception of processing dealer title work.

- Since 2010, NM MVD has also allowed privately run offices to open, such as Roadrunner MVD in Aztec and ASAP in Farmington. These offices have a variety of fees. Typically, a title transaction administrative fee is \$25, and VIN inspection can range from \$25 to \$75.
- The additional administrative fee is posted at all workstations, on our lobby message board and on the city website.
- On average Road Tests take 15 minutes and VIN Inspections take 10 minutes to perform, once completed then they would move on to issuing a driver's license or title.

PROCUREMENT

Not Applicable.

FISCAL IMPACTS

Potential increase to general fund revenues in the amount of \$18,907, based on a 3 year average of all transactions performed. Our deficit for a three year average has been \$13,067. The City is fortunate enough to give a Cost of Living Allocation (COLA) to city employees the impact to Aztec MVD budget is approximately \$2,675. Health insurance rates increased 4% the impact to Aztec MVD is approximately \$670. Bringing the estimated deficit for FY 2019 to the Aztec MVD is \$16,615.

SUPPORT DOCUMENTS: Ordinance 2018-480;
MVD Comparison and Estimated Revenue Sheet.
10 Year Summary of Revenue & Expenses for Aztec MVD.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Intent to Adopt Ordinance 2018-480, An Ordinance Amending Chapter 16, Article VII. Municipal Motor Vehicle Operations.

ORDINANCE 2018-480
An Ordinance Amending Chapter 16,
Article VII Municipal Motor Vehicle Operations

WHEREAS, The City of Aztec has a contract with the State of New Mexico, Taxation and Revenue Department, (NMTRD) Motor Vehicle Division to provide MVD services, and;

WHEREAS, The Motor Vehicle Code allows municipalities to impose fees as agents for provision of services for the NMTRD Motor Vehicle Division in addition to the State MVD fees, and;

WHEREAS, The current revenues are insufficient to the operations of Aztec Motor Vehicle Division and the General Fund, and;

WHEREAS, It is deemed acceptable and necessary to amend the City of Aztec Municipal Code Chapter 16, Article VII to allow the Aztec Motor Vehicle Division to increase the assessment of the administrative fee for VIN Inspections and Road Tests to ten dollars (\$10.00), and all other transactions will increase to six dollars (\$6), to generate additional revenue, to help offset expenses and to reduce its dependency from general fund revenues.

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission has amended Article VII within Chapter 16 of the Aztec City Code.

PASSED, APPROVED, SIGNED AND ADOPTED this ____ day of September 2018, by the Aztec City Commission, City of Aztec, New Mexico.

Mayor Victor Snover

ATTEST:

Karla Saylor, City Clerk CMC

Advertised Date of Final Adoption: _____

Effective Date of Ordinance: _____

ARTICLE VII. MUNICIPAL MOTOR VEHICLE OPERATIONS

Sec. 16-270. Administrative Fee.

The City shall collect an administrative fee of ~~\$5.⁰⁰~~ \$6.⁰⁰ from each person requesting a service in connection with every transaction processed for the New Mexico Taxation and Revenue Department, Motor Vehicle Division (MVD), by the City of Aztec as an agent of MVD, **with the exception of Road Tests and VIN Inspections, which shall be \$10.00 each.** The City shall deposit the fees so collected in the General Fund of the City.

(Ord. 2015-443, eff. 2015-April-22; Ord. 2010-386, eff. 2010-July-01)

Secs. 16-271 to 16-279. Reserved.

MVD OFFICE COMPARISON AND POSSIBLE FEE INCREASE TO MVD TRANACTIONS

Comparison of Other MVD Office and Fees	Office Type	VIN's	Road Tests	All Transactions
Road Runner MVD	Private	\$25	NA	\$25
Bloomfield	Municipal	* \$5/\$10	\$5	\$5
NM MVD - Farmington	State	\$0	\$0	\$0
City of Rio Rancho **	Municipal	\$10	\$10	\$10
City of Deming	Municipal	\$5	\$5	\$5
City of Hobbs	Municipal	\$5	\$5	\$5
Blue Sky VIN Inspections	Private	\$50	NA	NA
ASAP Farmington	Private	\$25	NA	\$25
Town of Bernalillo	Municipal			
Town of Chama	Municipal	\$5	\$5	\$5

* Bloomfield charges \$10 for a VIN Inspection when the VIN Inspection is performed by a Bloomfield Clerk and the paperwork is taken to another office to get the title.

	FY2018 <i>Estimated</i>	FY2017 <i>Actual</i>	FY2017 <i>Actual</i>	3 Year Avg
Total Transactions	15,183	13,228	14,297	14,236
MVD Transaction Fees:	94,225	82,854	94,152	90,410
City Admin Fees:	75,697	66,558	70,741	70,999
Total Revenue:	169,922	149,412	164,893	161,409
Operation Costs	179,931	176,665	167,441	174,679

Add'l support needed from :

General Fund Revenues	(\$10,009)	(\$27,253)	(\$2,548)	(\$13,270)
Increase to Personnel 2.1% COLA				(\$2,675)
Health Insurance Increase 4%				(\$670)
Estimated amount of Revenue to break even				(\$16,615)

Type of Transaction	2016	2017	2018	3 Year Avg
VIN Inspections	738	733	782	751
Road Tests	458	389	406	417
Total Road Tests & VINs	1196	1122	1188	1,168
All Other Transactions	13101	12106	13995	13,067

MVD OFFICE COMPARISON AND POSSIBLE FEE INCREASE TO MVD TRANACTIONS

Increase City Admin Fee	Potential Revenue Increase
For VIN's and Road Test	
Increase \$5 to \$10	\$5,840
<hr/>	
\$1 increase to all other	
Transactions (Avg 13,000)	\$13,067
<hr/>	
Total Increase	\$18,907
Less Estimated Deficit	
Based on 3 Year Average	(\$16,615)
Additional to General Fund	\$2,292

Aztec MVD
10 year
Summary of Revenue Expenses

AZTEC MVD	FY2018	FY2017	FY2016	FY2015	FY2014	FY2013	FY2012	FY2011	FY2010	FY2009	10 Year
	<u>Estimated</u>	<u>Actual</u>	<u>Average</u>								
Revenues	169,922	149,412	164,893	137,969	144,729	163,840	149,812	194,285	158,375	180,232	161,347
Expenses	179,931	176,665	167,441	170,853	190,798	170,750	192,938	206,205	204,516	197,376	185,747
(Deficit)/Over Budget	(10,009)	(27,253)	(2,548)	(32,884)	(46,069)	(6,910)	(43,126)	(11,920)	(46,141)	(17,144)	-24,400

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	XII. BUSINESS ITEMS (B)
AGENDA TITLE:	Intent to Adopt Ordinance 2018-481, An Ordinance Amending Chapter 16, Article IX. Land Use Fees

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of the Intent to Adopt Ordinance 2018-481, An Ordinance Amending Chapter 16, Article IX. Land Use Fees
SUMMARY BY:	Steven M. Saavedra, CFM

PROJECT DESCRIPTION / FACTS

Community Development is requesting approval to increase Land Use Fees, specifically for any land use application required to be published. Community Development is seeking an increase to change of district/zone requests, special use requests, conditional use requests, and variance request fees to increase to \$250.00. Currently, Community Development charges \$50.00 for all zone changes, conditional uses, special uses, and variance requests, plus an additional \$10.00 for administrative fees.

The City of Aztec is required by state statute to notify all property owners within 100-feet of the subject property, excluding right-of-way by certified mail. In addition, state statute requires the placement of a classified ad in a local newspaper per zoning request. A certified letter is currently priced at \$6.67. Zone Change 18-02 required 19 certified letters, at the cost of \$126.73. The Daily times charged \$72.11 to place the legal notification in the newspaper. Also, Community Development placed two signs at \$14.99 (each) for Zone Change 18-02. The total cost to the City of Aztec was \$228.85 per the zone change request. Therefore, the City of Aztec subsidized \$168.85 of the cost.

The zoning application fees in the City of Farmington ranges from \$300 to \$500. The City of Farmington requiring applicants to utilize a title company for addressing information, which inflates the cost of zoning applications. The City of Aztec acquires addressing information in-house, as a cost-saving measure for applicants. The City of Durango fee for a rezone or conditional use request is \$750.00. Thus, the City of Aztec's zoning applications fees is significantly lower than neighboring cities.

FISCAL IMPACTS

Decrease in general fund revenues, as the City of Aztec is subsidizing the cost of zoning application requests.

SUPPORT DOCUMENTS: Ordinance 2018-481;
City of Durango Fee schedule

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Intent to Adopt Ordinance 2018-481, An Ordinance Amending Chapter 16, Article IX. Land Use Fees.

ORDINANCE 2018-481
An Ordinance Amending Chapter 16,
Article IX Community Development Fees

WHEREAS, The City of Aztec is amending land use fees for all zoning applications requiring notification.

WHEREAS, All zone district/zone requests, special use requests, conditional use requests, and variance request fees increase to \$250.00.

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission has amended Article IX within Chapter 16 of the Aztec City Code.

PASSED, APPROVED, SIGNED AND ADOPTED this ____ day of ____ 2018, by the Aztec City Commission, City of Aztec, New Mexico.

Mayor Victor Snover

ATTEST:

Karla Sayler, City Clerk CMC

Advertised Date of Final Adoption: _____

Effective Date of Ordinance: _____

ARTICLE IX. COMMUNITY DEVELOPMENT FEES

DIVISION 1. SIGN FEES

Sec. 16-290. Administrative Fee.

The City shall collect an administrative fee of \$10.00 for each sign application submitted to the City for review. The City shall deposit the fees so collected in the General Fund of the City.

Sec. 16-291. Permit Fees.

Permit fees are applied per application. Numerous signs for one organization can be permitted in one application and shall only be charged one permit fee, per sign type. Additional sign applications submissions shall be considered new applications and will be assessed new permit fees, per sign type. Applicants whose sign applications have been denied shall have thirty (30) days from the date of denial to amend their application and resubmit it without being subject to new fee assessments. Sign applications that have expired or have been withdrawn by the applicant and are later resubmitted shall be considered new applications and will be assessed new permit fees.

<i>Permit Type</i>	<i>Reference</i>	<i>Fee</i>
Temporary Sign	Chapter 20, Article IV	\$25. ⁰⁰
30 day extension (ea. 30 day ext.)	Chapter 20, Article IV	\$15. ⁰⁰
Permanent Wall Sign(s)	Chapter 20, Article IV	\$50. ⁰⁰
Significant Modification	Chapter 20, Article IV	\$50. ⁰⁰
Permanent Freestanding or Monument Sign(s)	Chapter 20, Article IV	\$50. ⁰⁰
Illuminated Sign	Chapter 20, Article IV	\$25. ⁰⁰ (adtl.)
Electronic Message Center	Chapter 20, Article IV	\$25. ⁰⁰ (adtl.)
Comprehensive Sign Plan	Chapter 20, Article II	\$75. ⁰⁰

(Ord. 2013-431, eff. 2013-Sept-04; Ord. 2012-417, eff. 2013-Jan-01)

DIVISION 2. LAND USE FEES

Sec. 16-292. Administrative Fee.

The City shall collect an administrative fee of \$10.00 for each land use application submitted to the City for review. The City shall deposit the fees so collected in the General Fund of the City.

Sec. 16-293. Permit Fees.

Permit fees are applied per application. Applicants whose land use applications have been denied shall have thirty (30) days from the date of denial to amend their application and resubmit it without being subject to new fee assessments. Land use applications that have expired or have been withdrawn by the applicant and are later resubmitted shall be considered new applications and will be assessed new permit fees. Land use applications not listed below do NOT have a permit fee (i.e. fence installation, carport, etc.); such applications are still assessed the administrative review fee.

<i>Permit Type</i>	<i>Reference</i>	<i>Fee</i>
New Single Family Residential Dwelling (to include an accessory dwelling unit)	Chapter 26, Article II-III	\$25. ⁰⁰
New Multiple Family Dwelling	Chapter 26, Article II	\$50. ⁰⁰
New Commercial Development	Chapter 26, Article II-III	\$100. ⁰⁰
Planned Unit Development	Chapter 26, Article II	\$75. ⁰⁰
New Communications Tower/Antenna	Chapter 26, Article III	\$350. ⁰⁰
Change of District/Zone Request (first acre)	Chapter 26, Article III	\$50. ⁰⁰
Change of District/Zone Request (additional acre)	Chapter 26, Article III	\$5. ⁰⁰ (ea.)
Special Use Request	Chapter 26, Article III	\$50. ⁰⁰
Conditional Use Request	Chapter 26, Article III	\$50. ⁰⁰
Variance Request	Chapter 26, Article III	\$50. ⁰⁰

(Ord. 2013-431, eff. 2013-Sept-04)

DIVISION 3. OIL AND GAS FEES

Sec. 16-294. Administrative Fee.

The City shall collect an administrative fee of \$10.00 for each oil and gas application submitted to the City for review. The City shall deposit the fees so collected in the General Fund of the City.

Sec. 16-295. Permit Fees.

Permit fees are applied per application. Applicants whose oil and gas applications have been denied shall have thirty (30) days from the date of denial to amend their application and resubmit it without being subject to new fee assessments. Oil and gas applications that have been withdrawn by the applicant and are later resubmitted shall be considered new applications and will be assessed new permit fees.

<i>Permit Type</i>	<i>Reference</i>	<i>Fee</i>
Oil and Gas Development <i>(new well, major maintenance, plug/abandon)</i> <small>(Ord. 2013-431, eff. 2013-Sept-04)</small>	Chapter 15, Article II	\$500. ⁰⁰

DIVISION 4. SUBDIVISION FEES

Sec. 16-296. Administrative Fee.

The City shall collect an administrative fee of \$10.00 for each subdivision application submitted to the City for review. The City shall deposit the fees so collected in the General Fund of the City.

Sec. 16-297. Permit Fees.

Permit fees are applied per application. Applicants whose subdivision applications have been denied shall have thirty (30) days from the date of denial to amend their application and resubmit it without being subject to new fee assessments. Subdivision applications that have expired or have been withdrawn by the applicant and are later resubmitted shall be considered new applications and will be assessed new permit fees.

<i>Permit Type</i>	<i>Reference</i>	<i>Fee</i>
Alternate Summary Plat	Chapter 23, Article III	\$25. ⁰⁰
Preliminary Plat (flat fee + per lot fee, see below)	Chapter 23, Article III	\$200. ⁰⁰
Preliminary Plat Lot Fee	Chapter 23, Article III	\$2. ⁰⁰ (ea.)
Final Plat	Chapter 23, Article III	\$10. ⁰⁰
Final Plat: County Recording Fee	Chapter 23, Article III	Varies
Subdivision Improvement Agreement	Chapter 23, Article III	\$100. ⁰⁰
Infrastructure Inspection <i>(Following Preliminary Plat Approval)</i>	Chapter 23, Article IV	Varies
Infrastructure Inspection <i>(Prior to Final Plat Approval)</i>	Chapter 23, Article III	Varies
Infrastructure Inspection <i>(Following Completion of Improvement Agreement)</i>	Chapter 23, Article IV	Varies
Street Sign Installation (per sign)	Chapter 23, Article III	Varies

(Ord. 2013-431, eff. 2013-Sept-04)

Secs. 16-298 to 16-300. Reserved.

**AMOUNT OF FEES CHARGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT UNDER THE
NEW LAND USE AND DEVELOPMENT CODE**

PROJECT TYPE	FEE
Abandonment/Vacation	\$550
ADU Application Review Fee	\$550
ADU Owner-Occupancy Licensing Fee (every 2 years)	\$25
After-the-Fact Application Fee (in addition to standard application fee)	\$350
After-the-Fact Demolition Fee	\$1,000
Annexation & Initial Zoning	\$1,600, plus \$25/acre
Appeal of Decision	\$550
Certificate of Non-Conformity	\$50
Change of Use Permit	\$50
Comprehensive Plan Amendment	\$1,500
Conditional Use Permit (CUP)	\$750
Development Agreement	\$1,000
Established Neighborhood – Alternative Compliance, Major	\$250
Established Neighborhood – Alternative Compliance, Minor	\$50
Excavation and Grading Permit (on private property)	\$100
Extension of Vesting Period	\$500
Fence/Wall Permit	\$50
Floodplain Development Permit	\$150
Floodplain Map Change	\$500
Limited Use Permit (LUP)	\$350
LUDC Text Amendment	\$1,000
Master Sign Program	\$250
Oil and Gas Facility, major	\$1,800
Oil and Gas Facility, minor	\$600
Pattern Book	\$500
Planned Development (PD): Conceptual Development Plan	\$400
Planned Development (PD): Preliminary Development Plan	\$800
Planned Development (PD): Final Development Plan	\$400
PD/Development Agreement Amendment, major	\$500
PD/Development Agreement Amendment, minor	\$150
Retaining Wall	\$50
Revocable Encroachment Permit, temporary (30 days or less)	\$10/day
Revocable Encroachment Permit, major (building, sign base, foundation, deck, etc.)	\$500
Revocable Encroachment Permit, minor (projecting signs, awnings, etc.)	\$50
Rezoning	\$750, plus \$25/acre
Sign Permit	\$50
Sign Variance	\$250
Site Plan, major	\$1,000
Site Plan, minor	\$550
Special Use Permit (SUP)	\$250
Special Use Permit: Non-posted home occupations	\$50
Special Use Permit: Small daycare	\$100
Stormwater Quality Permit, major (new project)	\$250
Stormwater Quality Permit, minor (reclassification/reassignment of existing)	\$100
Subdivision, Major (6+ units/lots): Conceptual Plan	\$400
Subdivision, Major (6+ units/lots): Preliminary Plan	\$800
Subdivision, Major (6+ units/lots): Final Plat	\$400
Subdivision, Minor (5 or fewer units/lots): Preliminary Plan	\$550
Subdivision, Minor (5 or fewer units/lots): Final Plat	\$250
Temporary Use Permit, class A	\$250
Temporary Use Permit, class B & C	\$50
Vacation Rental Permit	\$750
Variance, Major	\$550
Variance, Minor	\$250
Wireless Communication, major	\$1,800
Wireless Communication, minor/colocation	\$600
Zoning Verification Letter	\$50

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	XII. BUSINESS ITEM (C) FINAL
AGENDA TITLE:	Resolution 2018-1093 FY19 Annual Budget Adoption

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approval of Resolution 2018-1093 FY19 Annual Budget
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2018-1093 adopts the fiscal year 2018-2019 budget for the City of Aztec. The State Division of Local Government has granted interim approval of the City's preliminary budget on June 13, 2018. Following approval by the City Commission of the annual budget, the final budget documents will be submitted to the local government division. The city budget is to be submitted for final approval by July 31, 2018.
- The Commission provided preliminary approval to the budget during the May 22, 2018 meeting following workshops on May 17 and May 22, 2018.

REVENUES

General Fund: **\$653,314** – Due to a change in the submission of the budget to the State; the General Fund Administrative fee must be budgeted as revenue source rather than a reduction of expenditures (\$835,761); **move Senior Center, Library and Parks grant funded purchases to new fund – a decrease to General Fund of \$225,592; increase in County funds to Senior Center – (\$700)**

Law Enforcement Protection Fund **\$600** – Increase budget for state distribution based on certified officers (DFA requirement to adjust)

Airport Fund **(\$7,000)** – Decrease state grant funding based on actual agreements received for FY19

Intergovernmental Fund \$225,592 – Establishment of new fund and budget at direction NM DFA Local Government specific to grant funding. In prior years, the grant funding and expenditures have been included in the General Fund.

Solid Waste Fund: **(\$23,500)** Decrease solid waste preliminary revenue based on actual rate increase authorized by ordinance 2018-476 (1.8% rate increase)

EXPENDITURES

General Fund: **\$787,314** – Due to a change in the submission of the budget to the State; the General Fund Administrative fee must be budgeted as revenue source

rather than a reduction of expenditures - \$835,761 increase; **move Senior Center, Library and Parks grant funded purchases to new fund – a decrease to General Fund of (\$225,592)**; increase to Finance Dept budget for General Liability insurance cost - \$34,000; increase to Street Department budget for Arterial Ph2 right of way acquisition and engineering services - \$100,000; increase to Senior Center for additional County Funds - \$700

Law Enforcement Protection Fund \$1,000 – Increase expenditure budget to spend 100% of annual distribution and excess cash reserve

Corrections Fund: \$16,000 – Increase expenditure budget for detention center costs based on actual costs for FY18

Senior Center Fund \$225,592 – Establishment of new fund and budget at direction NM DFA Local Government specific to grant funding. In prior years, the grant funding and expenditures have been included in the General Fund.

Joint Utility O& M: **\$478,369** – Re-appropriation of FY18 funds due to projects not completed as anticipated with preliminary budget: Electric: \$110,369 (professional services for substation property acquisition; capital purchases and projects); Water: **\$168,000 (capital project)**; Wastewater: **\$200,000 (capital project)**

- From preliminary budget approval to the proposed final budget, adjustments have been required in multiple funds for both revenue and expenditure accounts.
 - Total increase to revenue, all funds: \$ 849,006
 - Total increase to expenditures, all funds: \$1,508,275

FISCAL INPUT (If applicable, Finance Department)

Total budgeted revenues	\$22,084,091
Total budgeted expenditures	\$26,550,056
Total transfers between funds	\$ 1,682,800

The difference between budgeted revenues and budgeted expenditures is \$4,465,965 requiring the use of cash reserves, primarily in General Fund, Capital Project Fund and Joint Utility.

SCHOOL RESOURCE OFFICER (AS PER WORKSHOP 7/23/2018): Utilizing existing officers to be scheduled for overtime shifts to provide additional SRO at Aztec High School.

Based on the District School Calendar, an estimated 1,438 hours would be scheduled for the period August 13, 2018 through May 24, 2019. Using an average cost of \$42.59/hour (corporal overtime rate + FICA/Medicare + worker's comp premium), cost would be \$61,245.

Inclusion of the High School SRO in the FY19 Annual Budget will reduce the projected cash reserve by 10%.

Agreements for both SRO positions will be prepared with the goal to include on the August 14, 2018 agenda for Commission action.

This amount is NOT included in the recap (Exhibit A) attached. If Commission desires to approve an annual budget which does provide for the SRO at the high school, the motion should be amended to:

Move and Second Approval of Resolution 2018-1093 FY19 Annual Budget Adoption with the addition of \$61,245 in General Fund Expenditures.

SUPPORT DOCUMENTS:

Resolution 2018-1093 including Exhibit A Budget Recap Cash Reserve Estimates

DEPARTMENT'S RECOMMENDED MOTION: Move and Second Approval of Resolution 2018-1093 FY19 Annual Budget Adoption

Budget Recap for Fiscal Year 2018-2019 - Aztec (City)

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	3,056,603.00	-	6,157,971.00	(73,000.00)	7,841,702.00	1,299,872.00	653,449.03	646,422.97
20100 Corrections	22,694.00	-	65,000.00	40,000.00	125,000.00	2,694.00		2,694.00
20900 Fire Protection	189,107.00	-	154,819.00		188,800.00	155,126.00		155,126.00
21100 Law Enforcement Fund	509.00	-	28,500.00		29,000.00	9.00		9.00
21400 Lodgers Tax	63,636.00	-	35,300.00		52,600.00	46,336.00		46,336.00
21600 Municipal Street	1,027,957.00	-	4,315,687.00		4,005,500.00	1,338,144.00		1,338,144.00
21700 Recreation	274.00	-	-		-	274.00		274.00
21800 Intergovernmental Revenues		-	225,592.00		225,592.00	-		-
29900 Other Special Revenue	159,947.00	-	437,600.00	30,000.00	485,258.00	142,289.00		142,289.00
30200 CDBG (HUD) Project	4,345.00	-	-		-	4,345.00		4,345.00
30500 Gross Receipts Tax Proceeds Project	1,080,471.00	-	745,556.00		758,750.00	1,067,277.00		1,067,277.00
50200 Solid Waste Enterprise	67,492.00	-	792,900.00		828,440.00	31,952.00		31,952.00
52100 Joint Utility	11,463,049.00	-	9,107,166.00	(37,000.00)	11,909,349.00	8,623,866.00		8,623,866.00
53500 Water Rights	499,152.00	-	7,500.00	40,000.00	80,000.00	466,652.00		466,652.00
59900 Other Enterprise	95,737.00	-	10,500.00		20,065.00	86,172.00		86,172.00
Totals	17,730,973.00	-	22,084,091.00	-	26,550,056.00	13,265,008.00	653,449.03	12,611,558.97

Resolution 2018-1093
State Of New Mexico, City Of Aztec
2018-2019 BUDGET ADOPTION, 105th FISCAL YEAR

WHEREAS, the Governing body in and for the City of Aztec, State of New Mexico has developed a budget for fiscal year 2018-2019, and

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

WHEREAS, public workshops meeting for the review of the annual budget were duly advertised and held on May 17 and May 22, 2018. Preliminary approval of the budget was provided on May 22, 2018. The adoption of the final budget was posted and included on the July 24, 2018 Commission Meeting Agenda as required by the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for fiscal year 2018-2019 and the 2018-2019 Municipality Recap is attached hereto as EXHIBIT "A".

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

RESOLVED: In session this 24th day of July, 2018.

MUNICIPAL GOVERNING BOARD AZTEC, NEW MEXICO

Mayor Victor C. Snover

Mayor Pro-Tem Rosalyn A Fry

Commissioner Mark E. Lewis

Commissioner Austin R. Randall

Commissioner Sherri A. Sipe

ATTEST:

Karla Sayler, City Clerk

CITY OF AZTEC
 MULTI YEAR BUDGET
 CASH RESERVE ESTIMATES: GOVERNMENTAL FUNDS
 July 19, 2018

7/19/2018

	GENERAL FUND FUND #101			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	\$ 2,660,951	\$ 3,056,603	\$ 1,299,872	\$ (1,245,885)
EST. REVENUES	\$ 6,003,516	\$ 6,383,563	\$ 6,233,357	\$ 6,269,711
EST. EXPENDITURES	\$ (6,337,864)	\$ (7,942,294)	\$ (8,624,114)	\$ (8,647,582)
CONTINGENCIES		(50,000)		
CONTINGENCIES		(50,000)	(50,000)	(50,000)
CONTINGENCIES		(25,000)	(25,000)	(25,000)
Transfers In	785,000			
Transfers Out	(55,000)	(73,000)	(80,000)	(85,000)
SURPLUS/(DEFICIT)	\$ 395,652	\$ (1,756,731)	\$ (2,545,757)	\$ (2,537,871)
ENDING CASH BALANCE	\$ 3,056,603	\$ 1,299,872	\$ (1,245,885)	\$ (3,783,756)
REQUIRED 1/12TH RESERVE - AS CALCULATED BY DFA (does not include transfers)	\$ -	\$ (672,275)	\$ (724,926)	\$ (726,882)
AVAILABLE CASH BALANCE	\$ 3,056,603	\$ 627,598	\$ (1,970,811)	\$ (4,510,638)
	FY18 Adopted	FY19 Preliminary		
	400,649	4,422		

Specific to General Fund Econ Dev
 Cmsn discretion to respond to requests throughout year

207- Corrections: 270 - Airport

CITY OF AZTEC
MULTI YEAR BUDGET
CASH RESERVE ESTIMATES: GOVERNMENTAL FUNDS
July 19, 2018

7/19/2018

SPECIAL FUNDS: USE SPECIFICALLY RESTRICTED BY NM STATUTE, CITY ORDINANCE OR FUNDING SOURCE

	ROAD FUND FUND #200				LAW ENFORCEMENT PROT FUND #205			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	\$ 808,138	\$ 1,027,957	\$ 1,338,144	\$ 1,647,821	\$ 116	\$ 509	\$ 9	\$ 109
EST. REVENUES	336,719	4,315,687	4,382,177	464,293	27,970	28,500	27,900	27,900
EST. EXPENDITURES CONTINGENCIES	(116,900)	(4,005,500)	(4,072,500)	(2,005,500)	(27,577)	(29,000)	(27,800)	(27,800)
Transfers In	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-
SURPLUS/(DEFICIT)	\$ 219,819	\$ 310,187	\$ 309,677	\$ (1,541,207)	\$ 393	\$ (500)	\$ 100	\$ 100
AVAILABLE CASH BALANCE	\$ 1,027,957	\$ 1,338,144	\$ 1,647,821	\$ 106,614	\$ 509	\$ 9	\$ 109	\$ 209
	FY18 Adopted 128,426	FY19 Preliminary 1,309,403			FY18 Adopted 115	FY19 Preliminary 116		

	LOCAL GOV'T CORRECTION FUND #207				ECONOMIC DEVELOPMENT FUND #215			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	24,037	22,694	2,694	(13,556)	113,907	115,107	115,807	116,507
EST. REVENUES	77,008	65,000	65,000	65,000	1,200	700	700	700
EST. EXPENDITURES CONTINGENCIES	(103,351)	(125,000)	(131,250)	(137,813)				
Transfers In	25,000	40,000	50,000	55,000				
Transfers Out	-	-	-	-	-	-	-	-
SURPLUS/(DEFICIT)	(1,343)	(20,000)	(16,250)	(17,813)	1,200	700	700	700
AVAILABLE CASH BALANCE	22,694	2,694	(13,556)	(31,369)	115,107	115,807	116,507	117,207
	FY18 Adopted 14,077	FY19 Preliminary 3,037			FY18 Adopted 114,207	FY19 Preliminary 115,307		

CITY OF AZTEC
MULTI YEAR BUDGET
CASH RESERVE ESTIMATES: GOVERNMENTAL FUNDS
July 19, 2018

7/19/2018

	IMPACT FEES FUND #216				LODGERS TAX FUND FUND #220			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	5,513	7,583	7,583	7,583	59,028	63,636	46,336	36,636
EST. REVENUES	2,070				53,137	35,300	35,300	35,300
EST. EXPENDITURES CONTINGENCIES					(48,529)	(52,600)	(45,000)	(47,600)
Transfers In Transfers Out								
SURPLUS/(DEFICIT)	2,070	0	0	0	4,608	(17,300)	(9,700)	(12,300)
AVAILABLE CASH BALANCE	7,583	7,583	7,583	7,583	63,636	46,336	36,636	24,336
	FY18 Adopted	FY19 Preliminary			FY18 Adopted	FY19 Preliminary		
	1,013	7,043			43,096	26,874		

	STATE FIRE FUND FUND #230				RECREATION FUND FUND #240			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	109,144	189,107	155,126	120,645	274	274	274	274
EST. REVENUES	210,796	154,819	154,819	154,819				
EST. EXPENDITURES CONTINGENCIES	(130,833)	(151,300)	(146,350)	(146,850)				
		(37,500)	(42,950)	(42,950)				
Transfers In Transfers Out								
SURPLUS/(DEFICIT)	79,963	(33,981)	(34,481)	(34,981)	0	0	0	0
ENDING CASH BALANCE	189,107	155,126	120,645	85,664	274	274	274	274
	FY18 Adopted	FY19 Preliminary			FY18 Adopted	FY19 Preliminary		
	18,853	136,345			274	274		

CITY OF AZTEC
MULTI YEAR BUDGET
CASH RESERVE ESTIMATES: GOVERNMENTAL FUNDS
July 19, 2018

7/19/2018

	EMERG MED SERVICES FUND #250				AIRPORT FUND #270			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	0	0	0	0	10,652	37,257	18,899	36,189
EST. REVENUES					71,692	436,900	394,900	551,650
EST. EXPENDITURES					(75,087)	(480,258)	(402,610)	(567,650)
CONTINGENCIES						(5,000)	(5,000)	(5,000)
Transfers In					30,000	30,000	30,000	30,000
Transfers Out								
SURPLUS/(DEFICIT)	0	0	0	0	26,605	(18,358)	17,290	9,000
ENDING CASH BALANCE	0	0	0	0	37,257	18,899	36,189	45,189
	FY18 Adopted	FY19 Preliminary			FY18 Adopted	FY19 Preliminary		
	-	-			27,772	7,513		

CAPITAL FUNDS (RESTRICTED TO CAPITAL PURCHASES - BUILDINGS, EQUIPMENT, INFRASTRUCTURE, ETC.)

	CAPITAL PROJECTS FUND #310				CDBG FUND #340			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	956,471	1,080,471	1,067,277	1,131,983	4,345	4,345	4,345	4,345
EST. REVENUES	481,000	745,556	424,656	424,656				
EST. EXPENDITURES	(357,000)	(758,750)	(359,950)	(334,099)				
CONTINGENCIES								
Transfers In								
Transfers Out								
SURPLUS/(DEFICIT)	124,000	(13,194)	64,706	90,557	0	0	0	0
ENDING CASH BALANCE	1,080,471	1,067,277	1,131,983	1,222,540	4,345	4,345	4,345	4,345
NMFA Debt Reserve	514,200	514,200	514,200	514,200				
AVAILABLE CASH BALANCE	566,271	553,077	617,783	708,340	4,345	4,345	4,345	4,345
	FY18 Adopted	FY19 Preliminary			FY18 Adopted	FY19 Preliminary		
	62,149	607,204			4,345	4,345		

CITY OF AZTEC
MULTI-YEAR BUDGET
CASH RESERVE ESTIMATES: ENTERPRISE FUNDS
July 19, 2018

	JOINT UTILITY FUND FUND #500				ELECTRIC RPR & RPLCMNT FUND #503			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	\$ 3,683,916	3,400,561	1,318,053	858,541	4,862,173	5,467,173	6,053,173	6,639,173
EST. REVENUES	9,547,437	9,127,641	9,187,954	9,192,923	55,000	36,000	36,000	36,000
* Utility Rate Increases		686,000	1,385,270	1,841,310				
EST. EXPENDITURES	(8,787,792)	(11,689,349)	(10,914,423)	(12,202,595)				
CONTINGENCIES	-	-	-	-				
Transfers In	600,000	703,000	721,687	1,771,718	550,000	550,000	550,000	550,000
Transfers Out	(1,643,000)	(909,800)	(840,000)	(840,000)				(1,050,000)
SURPLUS/(DEFICIT)	(283,355)	(2,082,508)	(459,512)	(236,644)	605,000	586,000	586,000	(464,000)
ENDING CASH BALANCE	3,400,561	1,318,053	858,541	621,897	5,467,173	6,053,173	6,639,173	6,175,173
NMED 2008- W/Wtr Debt Rsv	(305,000)	(305,000)	(305,000)	(305,000)				
NMED 2013 W/Wtr Debt Rsv (\$133k)	(133,000)	(133,000)	(133,000)	(133,000)				
AVAILABLE CASH BALANCE	2,962,561	880,053	420,541	183,897	5,467,173	6,053,173	6,639,173	6,175,173
	FY18 Adopted	FY19 Preliminary			FY18 Adopted	FY19 Preliminary		
	429,535	(353,671)			5,430,173	5,989,173		

Revenue budget includes increases:

FY19 Utility Increases: Electric 4% = 156,000; Water 9.5% = \$121,000; Wastewater 35% = 409,000 (October 2018 effective date)

FY20 Utility Increases: Electric 3% = 120,000; Water 10.5% = 143,000; Wastewater 14% = 206,000 (October 2019 effective date)

FY21 Utility Increases: Electric 2.5% = 102,000; Water 10.5% = 154,000; Wastewater 4% = 65,000 (October 2020 effective date)

CITY OF AZTEC
 MULTI-YEAR BUDGET
 CASH RESERVE ESTIMATES: ENTERPRISE FUNDS
 July 19, 2018

	WATER RPR & RPLCMNT FUND #506				W/WTR RPR & RPLCMNT FUND #509			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	\$ 1,439,122	1,305,222	1,059,722	814,222	1,456,093	1,290,093	1,164,893	969,893
EST. REVENUES	16,100	4,500	4,500	4,500	16,000	5,000	5,000	5,000
EST. EXPENDITURES CONTINGENCIES								
Transfers In	150,000	150,000	150,000	150,000	118,000	169,800	100,000	100,000
Transfers Out	(300,000)	(400,000)	(400,000)	(400,000)	(300,000)	(300,000)	(300,000)	(300,000)
SURPLUS/(DEFICIT)	(133,900)	(245,500)	(245,500)	(245,500)	(166,000)	(125,200)	(195,000)	(195,000)
ENDING CASH BALANCE	1,305,222	1,059,722	814,222	568,722	1,290,093	1,164,893	969,893	774,893
NMED 2008- W/Wtr Rpr Rsv					(250,000)	(250,000)	(250,000)	(250,000)
NMED 2013 W/Wtr R&R Rsv					(166,241)	(166,241)	(166,241)	(166,241)
AVAILABLE CASH BALANCE	1,305,222	1,059,722	814,222	568,722	873,852	748,652	553,652	358,652
	FY18 Adopted 1,293,622	FY19 Preliminary 1,049,622			FY18 Adopted 813,094	FY19 Preliminary 742,652		

CITY OF AZTEC
 MULTI-YEAR BUDGET
 CASH RESERVE ESTIMATES: ENTERPRISE FUNDS
 July 19, 2018

	WATER RIGHTS FUND #530				IRRIGATION ASSESSMT FUND #540			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	456,552	499,152	466,652	434,152	95,037	95,737	86,172	76,607
EST. REVENUES	8,100	7,500	7,500	7,500	1,000	10,500	10,500	10,500
EST. EXPENDITURES	(5,500)	(30,000)	(30,000)	(30,000)	(300)	(9,315)	(9,315)	(9,300)
CONTINGENCIES		(50,000)	(50,000)	(50,000)		(10,750)	(10,750)	(10,500)
Transfers In	40,000	40,000	40,000	40,000				
Transfers Out	-	-	-	-	-	-	-	-
SURPLUS/(DEFICIT)	42,600	(32,500)	(32,500)	(32,500)	700	(9,565)	(9,565)	(9,300)
ENDING CASH BALANCE	499,152	466,652	434,152	401,652	95,737	86,172	76,607	67,307
AVAILABLE CASH BALANCE	499,152	466,652	434,152	401,652	95,737	86,172	76,607	67,307
	FY18 Adopted 421,528	FY19 Preliminary 425,429			FY18 Adopted 55,970	FY19 Preliminary 74,007		

CITY OF AZTEC
 MULTI-YEAR BUDGET
 CASH RESERVE ESTIMATES: ENTERPRISE FUNDS
 July 19, 2018

	SOLID WASTE FUND #550			
	FY18 EST	FY19 EST	FY20 EST	FY21 EST
BEG. CASH BALANCE	78,595	67,492	31,952	23,682
EST. REVENUES	755,336	792,900	851,220	881,873
EST. EXPENDITURES	(766,439)	(820,940)	(851,990)	(883,768)
CONTINGENCIES	-	(7,500)	(7,500)	(7,500)
Transfers In				
Transfers Out				
SURPLUS/(DEFICIT)	(11,103)	(35,540)	(8,270)	(9,395)
ENDING CASH BALANCE	67,492	31,952	23,682	14,287
AVAILABLE CASH BALANCE	67,492	31,952	23,682	14,287
	FY18 Adopted	FY19 Preliminary		
	29,774	57,528		

FY19: No rate increase necessary for current recycling operations; solid waste rate increased 1.8% based Transit Waste contract, August 2018 effective date

Staff Summary Report

MEETING DATE: July 24, 2018
AGENDA ITEM: XII. BUSINESS ITEMS (D)
AGENDA TITLE: FY19 Funding Applications

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

PROJECT DESCRIPTION / FACTS

- The FY19 Adopted Budget (Business Item D) includes \$50,000 which may be appropriated at the discretion of the City Commission.
- Three applications were received (as of 7/17/18):

	Minimum Request	Maximum Request
➤ Aztec Boys and Girls Club After School, Summer Camp	\$ 25,000	\$ 25,000
➤ Aztec Museum Museum Director	\$ 25,000	\$ 50,000
➤ Aztec Ruins National Monument Lecture Series	\$ 540	\$ 840
- Full applications were included in the budget books provided to Commission. Included with this item are the completed funding applications (2 pgs each).
- Each of the organizations which submitted applications have received funding through this process in previous fiscal years. All entities requesting funds in FY19 have received funds for several years through this process.

○ Aztec Ruins	\$ 680 in FY18
○ Aztec Boys & Girls Club	\$25,000 in FY18
○ Aztec Museum	\$10,000 in FY18
Total	\$35,680
- City staff continues to have discussions with the Museum Board regarding the relocation of the Visitor Center to the museum. If successful, the Visitor Center would have the Main Avenue presence identified in the MRA and potentially allow the museum to extend times open to the public with the supplement of city staffing.
- Commission will need to identify level of funding approved for each application in the motion.

PROCUREMENT / PURCHASING (if applicable)

- N/A

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- FY19 Adopted Budget includes \$50,000 specific for community funding requests during the course of the fiscal year.

SUPPORT DOCUMENTS: Funding Applications (first two pages of each)

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

CITY OF AZTEC
REQUEST FOR FUNDING APPLICATION
FISCAL YEAR 2019

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

FUNDING APPLICATIONS DUE:
March 15, 2018 6PM

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

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

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

Safe, Clean, Livable Community

Cost Effective Public Services

Economic Development

Financial Stability of Public Funds

Local / Regional Partnerships

Environmental Practices

Enhance Quality of Life

Citizen Involvement

FUNDING REQUEST INFORMATION

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

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

Location of project site (maps may be attached):

ABGC Main Club at 311 S. Ash Street and a Teen Center site (to be named)

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

Total Amount Requested:
\$25,000

Minimum Amount :
\$25,000

Date Funding Required:
July 15, 2017

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

PROJECT TYPE	START	END	AMOUNT REQUESTED	MATCHING FUNDS	TOTAL PROJECT BUDGET
Construction/Renovation					
Design/Engineering					
Equipment					
Vehicle					
Special Program or Event - attach detailed description, budget and marketing materials/brochures for program or event	<i>July 1, 2018</i>	<i>June 30, 2019</i>	<i>\$25,000</i>	<i>\$292,000</i>	<i>\$317,000</i>
Totals			\$25,000	\$292,000	\$317,000

ORGANIZATION INFORMATION

Organization Legal Name:
Aztec Boys & Girls Club

Website:
www.aztecbg-club.com

Organization Main Address:
311 S. Ash Street

City:
Aztec

State: **NM**

ZIP Code: **87410**

Org Mailing Address: **PO Box 488**

City: **Aztec**

State: **NM**

ZIP Code: **87410**

Principal Contact: <i>Michael J Patch</i>		Phone Number: <i>505-334-8861</i>	Fax Number: <i>505-334-0610</i>
Title: <i>Chief Executive Officer</i>		Email Address: michael.patch@aztecbg-club.com	
Chief Executive Officer (or equivalent): <i>Michael J Patch</i>		Phone Number: <i>505-334-8861</i>	Fax Number: <i>505-334-0610</i>
Title: <i>Chief Executive Officer</i>		Email Address: michael.patch@aztecbg-club.com	
What Type of Service does the Organization Provide (Check all that apply)			
<input type="checkbox"/> Housing / Homeless	<input type="checkbox"/> Senior Services	<input type="checkbox"/> Drug / Alcohol Related	<input checked="" type="checkbox"/> Educational
<input type="checkbox"/> Recreation	<input type="checkbox"/> Economic Development	<input type="checkbox"/> Community Event	<input checked="" type="checkbox"/> Child Care
<input type="checkbox"/> [Other]			<input checked="" type="checkbox"/> Youth Services
EIN/Taxpayer ID Number: <i>23-7321843</i>		Indicate Tax Status of Organization (include IRS letter of determination): <i>501(c)3 – determination letter provided</i>	Has the Organization's tax-exempt status been revoked in the past five years? NO
Briefly describe mission, history and principal programs and activities of the Organization: <i>Since 1972, Aztec Boys & Girls Club has served the youth of Aztec with a safe, nurturing environment. Programs are for young people, ages 6 to 18 and include after-school programs, basketball and volleyball league sports programs, All-Day Summer programs and partnership activities for the Kinteel Dorm. Over 1000 children a year are positively impacted by Aztec Boys & Girls Club activities.</i>			
Has entity received funding from the City of Aztec previously? If so, when, amount received and how funds were used: <i>Yes, \$25,000. Those funds supported 400 registered members, with an average daily attendance of 107 students between two facilities. In addition, we supported over 100 "after-hours" events for the community, from winter high school softball practice, to Kinteel events and youth basketball practices and games. About 1400 people utilized our facilities or services this year.</i>			
How many paid full-time equivalents does the Organization have? <i>2 Full-Time positions, plus one ¾ time position, eligible for some benefits</i>		How many paid part-time equivalents does the Organization have? <i>Currently, we have a part-time equivalency of 9, including 4 paid adult staff, 3 paid "junior" (teen) staff and 2 program volunteers.</i>	
Are Organization services and/or programs available to all residents of the City of Aztec? If no or restricted, please explain. <i>All residents age 6 to 18 may participate.</i>		Are fees charged for services? <i>Yes, basic membership is \$15, with some day fees and summer fees charged for programs. However, our cost per child is about \$800. Our fees are low to prevent any barriers to service.</i>	
Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services? <i>Yes, but membership is open to any child, 6 to 18.</i>		Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe. <i>We receive general operating and program specific funds from many sources, including private donors, public fundraisers, San Juan United Way, San Juan County, XTO, PMS, APS and others.</i>	

REPRESENTATION

I, *Michael J. Patch*, as *Chief Executive Officer*, have the authority to submit this funding request on behalf of *Aztec Boys & Girls Club*, and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a verbal report is required before the City Commission prior to July 1, 2019.


Signature

March 14, 2018
Date

**CITY OF AZTEC
REQUEST FOR FUNDING APPLICATION
FISCAL YEAR 2019**

Today's Date: March 12, 2018	FUNDING APPLICATIONS DUE: MARCH 15, 2018 6PM
Organization Name: Aztec Museum Association	
Name of Project/Program/Event: Full time museum director/manager to increase visitors and programs	
What City Commission Goal(s) would this funding address: (Check all that apply)	<input type="checkbox"/> Safe, Clean, Livable Community <input checked="" type="checkbox"/> Cost Effective Public Services <input checked="" type="checkbox"/> Economic Development
<input checked="" type="checkbox"/> Financial Stability of Public Funds <input type="checkbox"/> Local / Regional Partnerships <input type="checkbox"/> Environmental Practices <input checked="" type="checkbox"/> Enhance Quality of Life <input checked="" type="checkbox"/> Citizen Involvement	

FUNDING REQUEST INFORMATION

Describe the need for the funding:
Tourism/ Main Street economic development/ financial stability of public property

Describe how funding would be utilized:
Match Aztec Museum endowment funds/memberships/donations to improve services&public involvement

Location of project site (maps may be attached):
Aztec museum and Pioneer Village 125 North Main Avenue, Aztec NM

How will success of the project be measured?
20% visitation & program visit increase: 80 additional summer opening days & 40 off season days

Total Amount Requested: \$50,000	Minimum Amount : \$25,000	Date Funding Required: July 2018
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Can project be phased? If so, describe the phases including timelines.

PROJECT TYPE	START	END	AMOUNT REQUESTED	MATCHING FUNDS	TOTAL PROJECT BUDGET
Construction/Renovation					
Design/Engineering					
Equipment					
Vehicle					
Special Program or Event – attach detailed description, budget and marketing materials/brochures for program or event	Start July 1 2018	June 30, 2019		50,000	100,000
Totals			50,000	50,000	100,000

ORGANIZATION INFORMATION

Organization Legal Name: Aztec Museum Association	Website: www.aztecmuseum.org		
Organization Main Address: 125 N. Main Ave	City: Aztec	State: nm	ZIP Code: 87410
Organization Mailing Address:	City:	State:	ZIP Code:

Principal Contact: **Dale W. Anderson** Phone Number: **505-334-8556** Fax Number:

Title: **President** Email Address: **dale@aztecmedia.com**

Chief Executive Officer (or equivalent): **Dale W. Anderson** Phone Number: **505-334-8556** Fax Number:

Title: **President** Email Address: **dale@aztecmedia.com**

What Type of Service does the Organization Provide (Check all that apply)

Educational Child Care Youth Services

Housing / Homeless Senior Services Drug / Alcohol Related Recreation Economic Development Community Event [Other] **tourist/growth**

EIN/Taxpayer ID Number: **23-7262250** Indicate Tax Status of Organization (include IRS letter of determination): **501 (c)(3)** Has the Organization's tax-exempt status been revoked in the past five years? If yes, attach explanation **no**

Briefly describe mission, history and principal programs and activities of the Organization:
PRESERVE LOCAL HISTORY FOR COMMUNITY/ VISITORS

Has entity received funding from the City of Aztec previously? If so, when, amount received and how funds were used:
YES IN 2017, \$10,000/ 1/2 BUILDING REPAIRS/1/2 SUMMER STAFF

How many paid full-time equivalents does the Organization have? **.5 WINTER/ .75 SUMME PLUS VOLUNTERS** How many paid part-time equivalents does the Organization have? **ALL PART-TIME, 10 HR MAINTENCE 10-30 HR STAFF**

Are Organization services and/or programs available to all residents of the City of Aztec? If no or restricted, please explain. **YES** Are fees charged for services? **MEMBERSHIP \$25.00 YR (FAMILY VISITORS \$5.00 ADULT \$3.00 STUDENTS**

Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services? **NON-MEMBERS PAY ENTRANCE FEE** Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe. **WE ACCEPT DONATIONS AND MEMORIALS**

REPRESENTATION

I, **DALE W. ANDERSON**, as **PRESIDENT**, have the authority to submit this funding request on behalf of **AZTEC MUSEUM ASSOCIATION**, and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a verbal report is required before the City Commission prior to July 1, 2019.

com.apple.idms.appleid.prd.63416e52784138566c5a4151427353516453323759773d3d Digitally signed by com.apple.idms.appleid.prd.63416e52784138566c5a4151427353516453323759773d3d Date: 2018.03.13 18:51:38 -0700 **3-12-2018**
 Signature Date

CITY OF AZTEC
REQUEST FOR FUNDING APPLICATION
FISCAL YEAR 2019

Today's Date:	FUNDING APPLICATIONS DUE: MARCH 15, 2018 6PM					
Organization Name:						
Name of Project/Program/Event:						
What City Commission Goal(s) would this funding address: (Check all that apply)	<input type="checkbox"/>	Safe, Clean, Livable Community	<input type="checkbox"/>	Cost Effective Public Services	<input type="checkbox"/>	Economic Development
<input type="checkbox"/> Financial Stability of Public Funds	<input type="checkbox"/> Local / Regional Partnerships	<input type="checkbox"/> Environmental Practices	<input type="checkbox"/> Enhance Quality of Life	<input type="checkbox"/> Citizen Involvement		

FUNDING REQUEST INFORMATION

Describe the need for the funding:

Describe how funding would be utilized:

Location of project site (maps may be attached):

How will success of the project be measured?

Total Amount Requested:	Minimum Amount :	Date Funding Required:
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Can project be phased? If so, describe the phases including timelines.

PROJECT TYPE	START	END	AMOUNT REQUESTED	MATCHING FUNDS	TOTAL PROJECT BUDGET
Construction/Renovation					
Design/Engineering					
Equipment					
Vehicle					
Special Program or Event – attach detailed description, budget and marketing materials/brochures for program or event					
Totals					

ORGANIZATION INFORMATION

Organization Legal Name:	Website:		
Organization Main Address:	City:	State:	ZIP Code:
Organization <u>Mailing</u> Address:	City:	State:	ZIP Code:

Principal Contact:		Phone Number:	Fax Number:
Title:		Email Address:	
Chief Executive Officer (or equivalent):		Phone Number:	Fax Number:
Title:		Email Address:	
What Type of Service does the Organization Provide (Check all that apply)			
<input type="checkbox"/> Housing / Homeless		<input type="checkbox"/> Senior Services	<input type="checkbox"/> Drug / Alcohol Related
<input type="checkbox"/> Recreation		<input type="checkbox"/> Educational	<input type="checkbox"/> Child Care
<input type="checkbox"/> Economic Development		<input type="checkbox"/> Community Event	<input type="checkbox"/> Youth Services
<input type="checkbox"/> [Other]			
EIN/Taxpayer ID Number:		Indicate Tax Status of Organization (include IRS letter of determination):	Has the Organization's tax-exempt status been revoked in the past five years? If yes, attach explanation
Briefly describe mission, history and principal programs and activities of the Organization:			
Has entity received funding from the City of Aztec previously? If so, when, amount received and how funds were used:			
How many paid full-time equivalents does the Organization have?		How many paid part-time equivalents does the Organization have?	
Are Organization services and/or programs available to all residents of the City of Aztec? If no or restricted, please explain.		Are fees charged for services?	
Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services?		Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe.	

REPRESENTATION	
<p>I, _____, as _____, have the authority to submit this funding request on behalf of _____, and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a verbal report is required before the City Commission prior to July 1, 2019.</p>	
<p>_____ Signature</p>	<p>_____ Date</p>

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	XIV. LIQUOR LICENSE HEARING (A)
AGENDA TITLE:	550 Brewing Company, LLC - New Liquor License

ACTION REQUESTED BY:	550 Brewing Company, LLC DBA 550 Brewing Company
ACTION REQUESTED:	Approval of 550 Brewing Company, LLC-New Liquor License
SUMMARY BY:	Karla Saylor/Delain George

PROJECT DESCRIPTION / FACTS

- The City Of Aztec received the attached certified letter from the Division of Alcohol & Gaming indicating their preliminary approval for a Small Brewer Liquor License for 550 Brewing.
- State Statute 60-6B-4 requires a public hearing be held for alcohol sales when the location is within 300 feet of a church or school, seeking approval of appropriate governing body. State Statute 60-6B-10 stipulates the governing body approval and the procedure for measuring the distance from the proposed location in relation to churches and schools.
- 550 Brewing Company will be located at 119 N Main Avenue, Aztec, NM and is within 300 feet of a two churches. The Aztec Presbyterian Church located at 205 N Church is 283 feet from 119 N Main Avenue. The Aztec Methodist Church located at 123 E. Chaco is 245 feet from 119 N. Main Avenue.
- The State requires a public hearing to be held within forty-five (45) days after the City receives notice from the Alcohol and Gaming Division (notice received July 2, 2018). The Public hearing notice was published in the Talon on June 22, 2018 and June 29, 2018).
- A Letter of support is included with the supporting documents from the First United Methodist Church.

SUPPORT DOCUMENTS:	1) Letter from the State Office 2) State Liquor License Application 3) Map of Location 4) Copy of State Statute 60-6B-4 5) Support Letter from First United Methodist Church
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the New Small Brewer's Liquor License for 550 Brewing Company, LLC located at 119 N. Main Ave. Aztec, NM.



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

Rec'd
7/2/18
AS

June 27, 2018

Certified Mail No.: 9171 9690 0935 0155 1679 38

Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

Pat McMurray
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Debra A. Lopez
Acting Director

City of Aztec
Attn: Karla Sayer, Clerk
201 West Chaco
Aztec, NM 87410

RE: Lic. No. /Appl. No.: Application No. 1091121
Name of Applicant: 550 Brewing Company, LLC
Doing Business As: 550 Brewing Company
Proposed Location: 119 N. Main Ave., Aztec, New Mexico 87410

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Conditional Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

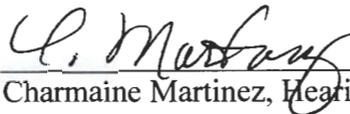
THE APPLICANT IS SEEKING A SMALL BREWER LIQUOR LICENSE, WITH ON PREMISES CONSUMPTION AND PACKAGE SALES WITH PATIO SERVICE. APPLICANT IS REQUESTING A WAIVER FROM THE CITY OF AZTEC AS THE PREMISES IS 279 FEET DISTANCE FROM AZTEC PRESBYTERIAN CHURCH.

- Alcohol and Gaming Division
(505) 476-4875
- Boards and Commissions Division
(505) 476-4600
- Construction Industries Division
(505) 476-4700
- Financial Institutions Division
(505) 476-4885
- Manufactured Housing Division
(505) 476-4770
- Securities Division
(505) 476-4580
- Administrative Services Division
(505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez, Hearing Officer
New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement
4. Copy of a not objections letter from Methodist Church, dated March 21, 2018



AGD Stamp
RECEIVED

APR 17 2018

AGD USE ONLY: Payment Application Fee \$ 200 Received on: 4-17-18 Receipt No. 2070824
 License Fee \$ _____ Received on: _____ Receipt No. _____
 Application # 1091121 Local Option District: City of Aztec - 25010

SMALL BREWER LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: New License Off-Site Location - 1st, 2nd, 3rd Master License No. _____

Applicant is: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER
 550 Brewing Company, LLC 7 RD 2794 Aztec, NM 87410 505-402-9300

D/B/A Name to be used: 550 Brewing Company Business Phone #: 505-793-2551

Email Address (required): mike@550brew.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
119 N. Main Ave., Aztec, San Juan County, NM 87410

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: _____

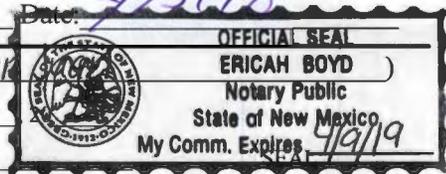
Mailing Address: 7 RD 2794

Agent/Contact Person: Mike Paschall Phone#: 505-402-9300 Email: mike@550brew.com

I, (print name) Mike Paschall, as (title) Member
 being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application;
 that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations
 herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date before a Notary Public.

Signature of Applicant: [Signature] Date: 4/13/18
 NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)
 SUBSCRIBED AND SWORN TO before me this 3rd day of April
 By: Mike J Paschall Notary Public: Ericah Boyd
 My Commission Expires: 4/9/19



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION APR 17 2018

NMSA §60-6B-10

ALCOHOL & GAMING DIVISION

1. The land and building which is proposed to be the licensed premises is: (check one)

Owned by Applicant, copy of deed/document attached Leased by Applicant, copy of lease/document attached

Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Joe Trujillo

B. Date and Term of Lease: 2/14/18 1 Year

3. Premises location is Zoned (example C-1, see Zoning Statement): C-1

Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Aztec Presbyterian Church Miles/feet: 279 Ft. *

Address/location of Church: 205 N. Church Ave., Aztec, NM 87410

* Conditional Use permit submitted

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Aztec High School Miles/feet: 1458 Ft.

Address/location of School: 500 E. Chaco St., Aztec, NM 87410

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, ^{circle one:} Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Miles: 183.9 Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack

Small Brewer Craft Distiller Winery Wholesaler

Other (specify): None

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry



Commissioners
Austin R. Randall
Sherri A. Sipe
Mark E. Lewis

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

To whom it may concern,

Property located at 119 N. Main Ave, Aztec NM is located in the C-1 (Limited Retail / Neighborhood Commercial District). Alcohol sales are allowed in the C-1 District. However, Aztec's City Commission only allows the manufacturing of alcohol with an approved conditional use permit. On March 27, 2018, the Aztec City Commission approved the conditional use permit allowing manufacturing and brewing of beer at 119 N. Main Ave, Aztec NM 87410. Should you have any questions or concerns, please contact me at (505)334-7605.

Sincerely,

Steven M. Saavedra

Steven M. Saavedra, CFM
Community Development Director
City of Aztec

RECEIVED 201 W. Chaco St. + Aztec, New Mexico 87410 + (505) 334-7600 + Fax: (505) 334-7609
www.aztecnm.gov + + + Winner All American City Award + + + www.aztecnm.com

MAY - 9 2018

ALCOHOL & GAMING DIVISION



First United
Methodist Church

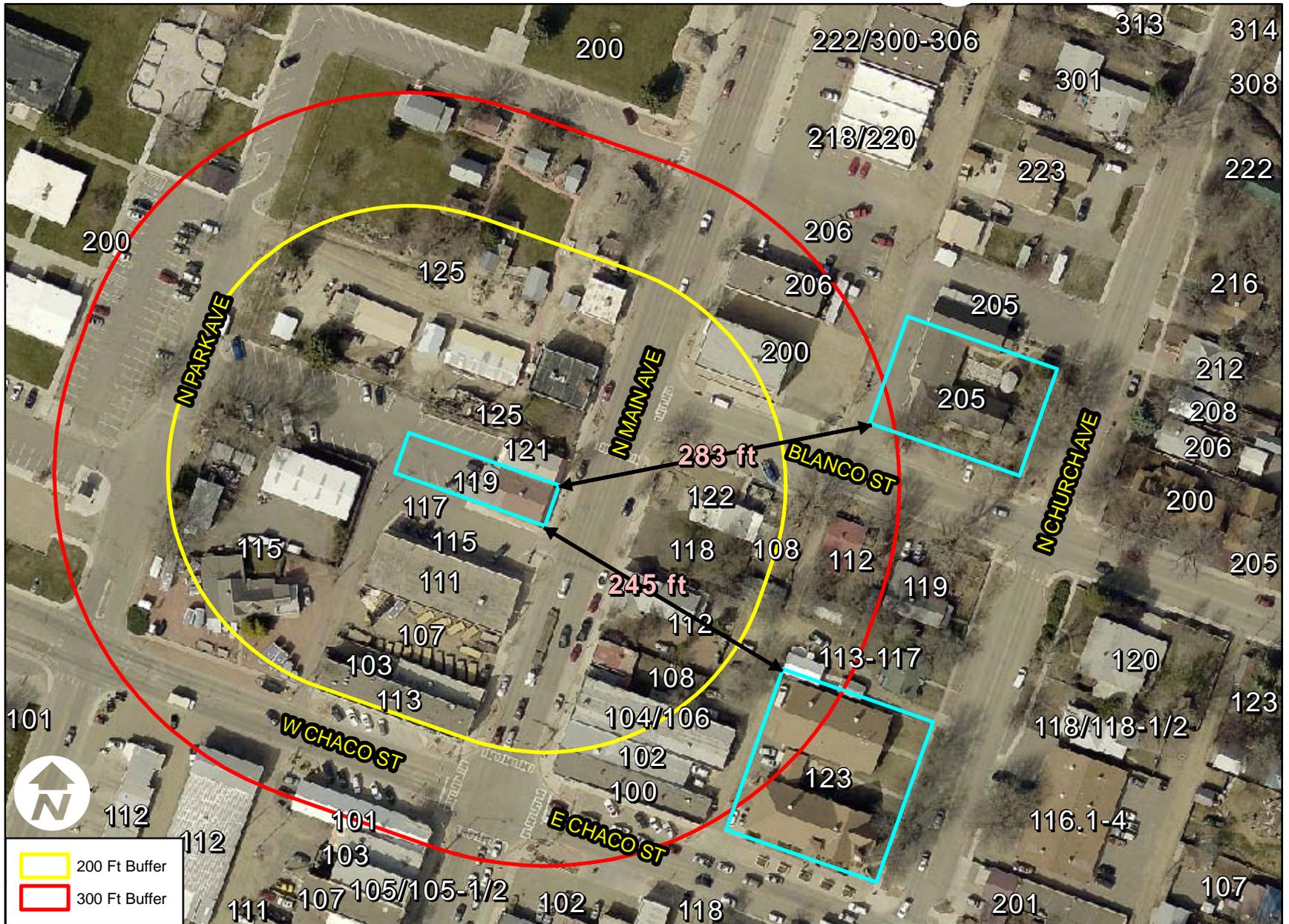
March 21, 2018

To whom it may concern;

We the members of the Aztec United Methodist Church; in order to promote commerce in the City of Aztec, do not oppose the liquor license for the annex of 550 Brewing.

Pastor Mike Stahl

Marlene Berry Trustee



1.1 NMSA 1978. If the disapproval is based upon local option district disapproval pursuant to Subsection H of Section 60-6B-4 NMSA 1978, the local option district shall be a necessary party to an appeal. The decision of the director shall continue in force, pending a reversal or modification by the district court, unless otherwise ordered by the court.

History: Laws 1981, ch. 39, §38; 1983, ch. 6, §1; 1989, ch. 118, §1; 1993, ch. 329, §4; 1998, ch. 55, §1; 1998, ch. 93, §1; 1999, ch. 265, §74; 2003, ch. 246, §2; 2007, ch. 220, §1.

60-6B-3. Wholesaler's lien.

The transfer, assignment, sale or lease of any license shall not be approved until the director is satisfied that all wholesalers who are creditors of the licensee have been paid or that satisfactory arrangements have been made between the licensee and the wholesaler for the payment of such debts. Such debts shall constitute a lien on the license, and the lien shall be deemed to have arisen on the date when the debt was originally incurred.

History: 1978 Comp., §60-6B-3, enacted by Laws 1991, ch. 257, §2.

60-6B-4. Issuance or transfer of license; approval of appropriate governing body.

A. Prior to the approval of the issuance of a new license, and prior to the approval of a transfer permitted by Section 60-6B-3 or 60-6B-12 NMSA 1978, the director shall notify the governing body of the director's preliminary approval of the issuance or transfer of the license. Notice to the governing body shall be by certified mail.

B. A governing body that has received a notice of preliminary approval of the issuance or transfer of a license from the department may approve or disapprove the issuance or transfer of the license in accordance with the provisions of this section.

C. Within forty-five days after receipt of a notice of preliminary approval from the department, the governing body shall hold a public hearing on the question of whether the department should approve the proposed issuance or transfer.

D. The governing body shall give notice of the public hearing, as required by Subsection C of this section, and the notice shall:

(1) be published at least twice, with the initial notice published at least thirty days before the hearing, in a newspaper of general circulation within the territorial limits of the governing body;

(2) in addition to required print publication, be published on a local option district's web site, if the district has a web site;

(3) set forth:

(a) the date, time and place of the hearing;

(b) the name and address of the licensee;

(c) the action proposed to be taken by the department;

(d) the location of the licensee's premises; and

(e) such other information as may be required by the department; and

(4) be sent by certified mail to the applicant.

E. The governing body may designate a hearing officer to conduct the hearing. A record shall be made of the hearing.

F. The governing body may disapprove the issuance or transfer of the license if:

(1) the proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico;

(2) the issuance or transfer would be in violation of a zoning or other ordinance of the governing body; or

(3) the issuance or transfer would be detrimental to the public health, safety or morals of the residents of the local option district.

G. Within thirty days after the public hearing, the governing body shall notify the department as to whether the governing body has approved or disapproved the proposed issuance or transfer of the license. If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director may give final approval to the issuance or transfer of the license.

H. If the governing body disapproves the issuance or transfer of the license, it shall notify the department within the time required by Subsection G of this section setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the department by the governing body with the notice of disapproval. If the governing body disapproves of the issuance or transfer of the license, the director shall disapprove the issuance or transfer of the license.

I. If the governing body approves the issuance or transfer of the license, it shall notify the department within the time required by Subsection G of this section of its approval. If the governing body approves of the issuance or transfer of the license, the director shall approve the issuance or transfer of the license. **History:** Laws 1981, ch. 39, §40; 2015, ch. 102, §6.

60-6B-5. Expiration and renewal of licenses.

A. All licenses provided for in the Liquor Control Act, except for nonresident licenses and common carrier registrations, shall be issued for a one-year period except for new licenses issued after the beginning of the license year. Nonresident licenses and common carrier registrations shall be issued for a three-year period.

B. The license year for dispenser, retailer and canopy licenses shall end on June 30 of each year. All dispenser, retailer and canopy licenses shall expire on June 30 unless renewed. The annual renewal application and renewal fee are due on April 1 of each year.

C. The license year for restaurant, club, wholesaler and manufacturer licenses shall end on October 31 of each year. All restaurant, club, wholesaler and manufacturer licenses shall expire on October 31 unless renewed. The annual renewal application and renewal fee are due on August 1 of each year.

D. All licenses not provided for in Subsections B and C of this section, except nonresident licenses and common carrier registrations, shall expire on February 28 of each year. The annual renewal application and renewal fee are due on December 1 of each year.

E. Nonresident licenses and common carrier registrations shall expire on June 30 every three years. The renewal application and renewal fee are due on April 1 of each third year.

F. A license shall not be issued or renewed if the applicant or licensee is delinquent in payment of any taxes administered by the taxation and revenue department.

G. The director shall also determine whether there exists any other reason why a license should not be renewed.

H. If the director determines that the license should not be renewed, the director shall enter an order requiring the licensee, after notice, to show cause why the license should be renewed, and the director shall conduct a hearing on the matter. If, after the hearing, the director finds that no reason exists why the license should not be renewed, the director shall renew the license.

History: Laws 1981, ch. 39, §41; 1998, ch. 79, §5; repealed and reenacted by Laws 2015, ch. 86, §2.

60-6B-8. Repealed.

60-6B-9. Discontinuance of business or death of licensee; judicial sales.

A. If a retailer, dispenser, canopy licensee, restaurant licensee, club licensee or governmental licensee or its lessee discontinues business for any reason or the licensee dies, the stock of alcoholic beverages owned at the time of the discontinuation of business or the death of the licensee may be sold in whole or in part to any other retailer, dispenser, canopy licensee, restaurant licensee, club licensee or governmental licensee or its lessee or to a New Mexico wholesaler without the selling incurring criminal or civil liability under the provisions of the Liquor Control Act [^{60-3A-1 NMSA 1978}].

B. If the stock of alcoholic beverages is sold under execution or attachment or by order of a court, the stock shall be sold only to other New Mexico retailers, dispensers, canopy licensees, restaurant licensees, club licensees, governmental licensees or their lessees or to a New Mexico wholesaler. **History:** Laws 1981, ch. 39, §75.

60-6B-10. Locations near church or school; restrictions on licensing.

No license shall be issued by the director for the sale of alcoholic beverages at a licensed premises where alcoholic beverages were not sold prior to July 1, 1981 that is within three hundred feet of any church or school. A license may be granted for a proposed licensed premises if the owner or lessee has, prior to establishment of a church or school located within three hundred feet of the proposed licensed premises, applied for, been granted and maintained a valid building permit for the construction or renovation of the proposed licensed premises and has filed on a form prescribed by the director a notice of intention to apply for transfer of a license to the proposed licensed premises. A license may be granted for a proposed licensed premises if a person has obtained a waiver from a local option district governing body for the proposed licensed premises. For the purposes of this section, all measurements taken in order to determine the location of licensed premises in relation to churches or schools shall be the straight line distance from the property line of the licensed premises to the property line of the church or school. This provision shall not apply to any church that has been designated as an historical site by the cultural properties review committee and which does not have a regular congregation.

History: Laws 1981, ch. 39, §45; 1986, ch. 29, §1; 1997, ch. 223, §1.

60-6B-11. Locations near military installations; restrictions on licensing.

Except for licenses issued prior to July 1, 1981, the director **shall not issue retailer's or dispenser's licenses** where the licensed premises would be **within one and one-half miles** in any direction measured from the exterior boundaries of a United States military installation where United States military troops are domiciled. Provided, however, such licenses may be issued or transferred subject to the discretion of the director for operation in an area within the one-and-one-half-mile limitation if a portion of the area lies within the incorporated limits of any municipality, **but no license shall be issued for or transferred to a location within two hundred yards of any entrance** to the military installation. **History:** Laws 1981, ch. 39, §46.

60-6B-12. Inter-local option district and inter-county transfers.

A. Dispenser's and retailer's licenses originally issued before July 1, 1981, except rural dispenser's and rural retailer's licenses and canopy licenses that were replaced by dispenser's licenses pursuant to Section 60-6B-16 NMSA 1978, may be transferred to any location within the state, except class B counties having a population of between fifty-six thousand and fifty-seven

Staff Summary Report

MEETING DATE:	July 24, 2018
AGENDA ITEM:	XIV. LIQUOR LICENSE HEARING (B)
AGENDA TITLE:	Aztec Theater & Center for Music & Arts, Inc. - New Liquor License

ACTION REQUESTED BY:	Aztec Theater & Center for Music & Arts, Inc.-Tammy Kouvaka
ACTION REQUESTED:	Approval of Aztec Theater & Center for Music & Arts, Inc.-New Liquor License
SUMMARY BY:	Karla Saylor/Delain George

PROJECT DESCRIPTION / FACTS

- State Statute 60-6B-10 requires a public hearing be held for alcohol sales when the location is within 300 feet of a church or school.
- The Alcohol and Gaming Division has approved a waiver process for alcohol sales in advance of receiving an Liquor License application for alcohol sales for 104 N. Main, Aztec NM 87410. The location is located within 300 feet of two churches.
- Aztec Theater & Center for Music and Arts, Inc. is located at 104 N Main Avenue, Aztec, NM and is within 300 feet of a two churches. The Aztec Presbyterian Church located at 205 N Church is 280 feet from 104 N Main Avenue. The Aztec Methodist Church located at 123 E. Chaco is 20 feet from 104 N. Main Avenue.
- A map is included for your review of the location.
- Aztec Theater & Center for Music & Arts, Inc has stated they have submitted an application for a Club Liquor License for the location at 104 N. Main.
- Aztec Presbyterian Church has submitted a letter of support to Aztec Theater & Center for Music & Arts, Inc, for serve alcohol at 104 N. Main.

-
- | | |
|---------------------------|--|
| SUPPORT DOCUMENTS: | 1) Copy of State Statute 60-6B-10.
2) Map of 104 N. Main in relation to nearby Churches.
3) Letter in support from Aztec Presbyterian Church |
|---------------------------|--|
-

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve a waiver for a New Liquor License for Aztec Theater & Center for Music & Arts, Inc. located at 104 N. Main Ave. Aztec NM

60-6B-8. Repealed.

60-6B-9. Discontinuance of business or death of licensee; judicial sales.

A. If a retailer, dispenser, canopy licensee, restaurant licensee, club licensee or governmental licensee or its lessee discontinues business for any reason or the licensee dies, the stock of alcoholic beverages owned at the time of the discontinuation of business or the death of the licensee may be sold in whole or in part to any other retailer, dispenser, canopy licensee, restaurant licensee, club licensee or governmental licensee or its lessee or to a New Mexico wholesaler without the selling incurring criminal or civil liability under the provisions of the Liquor Control Act [^{60-3A-1 NMSA 1978}].

B. If the stock of alcoholic beverages is sold under execution or attachment or by order of a court, the stock shall be sold only to other New Mexico retailers, dispensers, canopy licensees, restaurant licensees, club licensees, governmental licensees or their lessees or to a New Mexico wholesaler. **History:** Laws 1981, ch. 39, §75.

60-6B-10. Locations near church or school; restrictions on licensing.

No license shall be issued by the director for the sale of alcoholic beverages at a licensed premises where alcoholic beverages were not sold prior to July 1, 1981 that is within three hundred feet of any church or school. A license may be granted for a proposed licensed premises if the owner or lessee has, prior to establishment of a church or school located within three hundred feet of the proposed licensed premises, applied for, been granted and maintained a valid building permit for the construction or renovation of the proposed licensed premises and has filed on a form prescribed by the director a notice of intention to apply for transfer of a license to the proposed licensed premises. A license may be granted for a proposed licensed premises if a person has obtained a waiver from a local option district governing body for the proposed licensed premises. For the purposes of this section, all measurements taken in order to determine the location of licensed premises in relation to churches or schools shall be the straight line distance from the property line of the licensed premises to the property line of the church or school. This provision shall not apply to any church that has been designated as an historical site by the cultural properties review committee and which does not have a regular congregation.

History: Laws 1981, ch. 39, §45; 1986, ch. 29, §1; 1997, ch. 223, §1.

60-6B-11. Locations near military installations; restrictions on licensing.

Except for licenses issued prior to July 1, 1981, the director **shall not issue retailer's or dispenser's licenses** where the licensed premises would be **within one and one-half miles** in any direction measured from the exterior boundaries of a United States military installation where United States military troops are domiciled. Provided, however, such licenses may be issued or transferred subject to the discretion of the director for operation in an area within the one-and-one-half-mile limitation if a portion of the area lies within the incorporated limits of any municipality, **but no license shall be issued for or transferred to a location within two hundred yards of any entrance** to the military installation. **History:** Laws 1981, ch. 39, §46.

60-6B-12. Inter-local option district and inter-county transfers.

A. Dispenser's and retailer's licenses originally issued before July 1, 1981, except rural dispenser's and rural retailer's licenses and canopy licenses that were replaced by dispenser's licenses pursuant to Section 60-6B-16 NMSA 1978, may be transferred to any location within the state, except class B counties having a population of between fifty-six thousand and fifty-seven



"The Church of the Pioneers"

Aztec Presbyterian Church

205 N. Church Avenue * Aztec, New Mexico 87410

Phone: (505) 334-2816

aztepcusa@gmail.com

Michele R. Goff, Pastor

June 27, 2018

Ms. Tammy Kauvaka
Aztec Theater & Center for Music & Arts, Inc.
809 N. McCoy Ave.
Aztec, NM 87410

Dear Ms. Kauvaka:

On June 26, 2018, the Aztec Presbyterian Session (governing body of the church) voted on your request for a variance for serving liquor at 104 N. Main Avenue. After discussion, it was approved by them to allow you to locate within 300 feet of our church and make application for issuance of a liquor license at this location.

We wish you well in your move and future endeavor.

Sincerely,

Michele R. Goff, Moderator
APC Session

sb

Staff Summary Report

MEETING DATE: July 24, 2017
AGENDA ITEM: XII. BUSINESS ITEM (E)
AGENDA TITLE: City Manager Appointment and Employment Agreement

ACTION REQUESTED BY: Victor C. Snover – Mayor
ACTION REQUESTED: Approve Agreement
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Steve Mueller was appointed Acting City Manager by the City Commission effective October 16, 2017.
- The City Commission has met in closed session to discuss both the appointment of Steve Mueller as City Manager and the City Manager Employment Agreement.
- The agreement details the duties, term, compensation, termination and severance pay, performance evaluation, hours of work, automobile and cell phone allowances, fringe benefits and residency requirement.
- Upon approval of the agreement, Steve Mueller will assume all the responsibilities, duties of the City Manager position. Compensation package will be retroactive to June 1, 2018.

PROCUREMENT

- N/A

FISCAL IMPACTS

- The FY19 Annual Budget includes sufficient funds to meet the obligations of the City Manager Agreement.

SUPPORT DOCUMENTS: Employment Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the appointment of Steve Mueller as City Manager and the Employment Agreement between the City of Aztec and Steve Mueller.

CITY MANAGER EMPLOYEE AGREEMENT

THIS INDENTURE made and entered into this 1st day of June 2018 by and between the City of Aztec, Aztec, New Mexico, a municipal corporation, hereinafter referred to as “Employer” and Steven D. Mueller, hereinafter referred to as “Employee”.

WITNESSETH:

WHEREAS, it is the desire of the City Commission of the City of Aztec, hereinafter referred to as “The Commission” to retain the services of the Employee to serve as the City Manager of the City of Aztec.

WHEREAS, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment and to set the working conditions and compensation of the Employee.

WHEREAS, the Employee desires to accept employment as City Manager of the City of Aztec under the terms and conditions provided in this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, **IT IS AGREED**, as follows;

Section 1 – Duties

The Employer does hereby hire the Employee as City Manager, who shall manage the affairs of the Municipality, supervise the employees, assist with policy making decisions, advise the Commission, and to perform any and all duties normally delegated by a municipality to its Chief Administrative Officer, as said duties may be detailed, delineated, or amplified by the Commission, and as specified by job description or ordinance.

Section 2- Term

- A. The effective date of employment shall be June 1st, 2018. Employee agrees to remain in the exclusive employ of the City of Aztec until June 1st, 2020 and neither to accept other employment nor to become employed by any other employer without prior Commission approval. Duties of City Manager shall take precedence over any other employment until said termination date, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 4, paragraphs A, B, and C of this agreement.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position, subject only to the provision set forth in Section 4, paragraph E, of this agreement.

Section 3 – Compensation

- A. The Employer agrees to pay the Employee an annual base salary of One hundred two thousand dollars (\$102,000.00) plus those benefits as provided for in this agreement, prorated for the period June 1, 2018 to June 30, 2018.
- B. The Employer agrees to pay the Employee an annual base salary of One hundred four thousand one hundred forty-two dollars (\$104,142) plus those benefits as provided for in this agreement effective July 1, 2018.
- C. The Employer agrees to pay the Employee an annual vehicle allowance of Eight thousand three hundred dollars (\$8,300) for the period of June 1st, 2018 thru June 1st, 2020 plus any mileage reimbursement as provided in this agreement.

Section 4 – Termination and Severance Pay

- A. In the event the Employee chooses or is asked to resign as City Manager by the Commission before June 1st, 2020, the Employee will be re-instated as the City of Aztec General Services/Parks Director or similar position, at his October 1st, 2017 salary plus all cost of living increases or other pay plan adjustments provided to employees until such time as the Employee meets requirements for retirement under the Public Employees Retirement Association (PERA).

AFTER JUNE 1ST, 2020:

- B. In the event the Employee is terminated by the Commission any time after June 1, 2020 and thru the end of the contract, the Employer agrees to pay the Employee severance pay in the amount equal to three months basic pay.
- C. In addition, the Employee shall also be compensated for all accrued annual leave (vacation, administrative and personal day) as well as accrued sick leave at a ratio of 3 to 1.
- D. In the event the Commission requests the resignation of the Employee, then in that event, the Employee shall be deemed to be “terminated” at the date of such request, and the herein severance pay provisions shall be in full force and effect. Severance pay and accrued annual leave shall be paid in full within 5 days following such termination OR upon request shall be paid out over a period of time.
- E. Salary shall not include additional benefits provided for in this agreement except that the Employee shall have the option, at his expense, of remaining a member of the City’s health insurance plan pursuant to any COBRA regulations.
- F. In the event the Employee voluntarily resigns his position with the Employer before the expiration of the aforesaid term of agreement, then the Employee shall give the municipality two months’ notice in advance, unless the parties agree otherwise.
- G. If the Employee is terminated because of conviction of a felony, the Employer is not obligated to pay severance under this section.

Section 5 – Performance Evaluation

- A. The Commission agrees to review and evaluate the performance of the Employee annually and to provide feedback on how to improve performance and help the Commission achieve goals for the Municipality. The review and evaluation shall be accordance with specific

criteria agreed to by the Commission and Employee. The Employee shall be given the opportunity to meet with the Commission during the performance evaluation.

- B. Twice a year or more, the Personnel Committee, and the Employee shall meet to discuss progress made in meeting the goals and performance objectives as agreed to with the City Commission.

Section 6 – Hours of Work

The Employer recognizes that the Employee must devote a great deal of time beyond the normal office hours to tend to the business of the Municipality and related duties of the Office of the City Manager. To that end, the Employee may periodically take time off during the workweek as administrative leave. However, the Employee is expected to maintain a minimum of a forty-hour workweek.

Section 7 – Vehicle Allowance

- A. The Employee is required to be on call for twenty-four hour service, therefore the Employer agrees to pay the Employee an annual vehicle allowance of Eight thousand three hundred dollars (\$8,300) for the period of June 1st, 2018 thru June 1st 2020.
- B. The Employee shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and gasoline purchases.
- C. The vehicle allowance will cover all travel within San Juan County New Mexico. Any business related travel outside of San Juan County, New Mexico will be reimbursed by the Employer at the rate established by the New Mexico Mileage and Per Diem Act.
- D. Employee shall be responsible for any and all liabilities for personal injury, property damage, and for operation, maintenance and repair of said automobile arising out of Employee's use of said automobile. In addition, Employee shall be solely responsible for payment of all income tax liability arising out of Employee's personal, non-business related usage of said automobile.

Section 8 – Fringe Benefits and other expenses

- A. The Employee shall be entitled to all fringe benefits provided by the Employer for all its regular employees. This includes participation in the employer's health, dental and life insurance plans. Employee shall be subject to and governed by the general policy of the City regarding vacation, sick and other leave.
- B. The Employee will receive a maximum of 60 hours of Administrative Leave per calendar year which cannot accumulate into the following year.
- C. The Employee is required by law to participate in the State of New Mexico Public Employees Retirement Association (PERA retirement plan. The required contributions to PERA will be at the same rate as afforded all other employees of the City.
- D. The Employee will be reimbursed for travel expenses related to the performance of his duties and responsibilities at the rates prescribed by the New Mexico Mileage and Per Diem Act.

- E. The Employer shall provide Employee with a laptop computer, software, data access and cell phone allowance (City will pay an allowance of \$120.00 a month of the cost of the plan) to assist him in the performance of his job and to maintain communication.

Section 9 – Residency

The Employee is required to live within the City limits of the City of Aztec, unless otherwise approved by Commission, during the term of his employment.

Section 10 – Indemnification

The Employer agrees to defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties of the Employee, or any claim resulting from the exercise of judgement or discretion in connection with the performance of duties or responsibilities of City Manager. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments, including travel expenses shall continue beyond Employee's service to the Employer as long as litigation is pending.

Section 12 – General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs and executors of the parties.
- C. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed on behalf of the City Commission by the Mayor, and duly attested by the City Clerk. Further the Employee has signed and executed this agreement both in duplicate the day and year written below.

CITY OF AZTEC

By _____

Victor C. Snover, Mayor

By _____

Steven D. Mueller, Employee

Date _____

ATTESTED

By _____

Karla Sayler, City Clerk

APPROVED AS TO FORM

By _____

Larry T. Thrower, City Attorney