

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
August 14, 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 Special Workshop Meeting Minutes July 23, 2018
- B. Commission Workshop Meeting Minutes July 24, 2018
- C. Commission Meeting Minutes, July 24, 2018
- D. Resolution 2018-1095 Authorizing Signatures for City Accounts
- E. Resolution 2018-1096 Authorizing Signatures on Motor Vehicle Department Checking Account
- F. Resolution 2018-1097 Authorizing Signatures for Municipal Court Cash Bond Checking Account
- G. Red Apple Transit Agreement
- H. Resolution 2018-1098 Municipal Surplus
- I. Resolution 2018-1099 Rescind Emergency Ban on Open Fires and Fireworks
- J. RFP 2019-662 City Attorney Contract Award
- K. Aztec Municipal Airport Lease Agreement – Digii.Net

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.

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 2018-482 Municipal Gross Receipts Tax

XIII. LIQUOR LICENSE HEARING

A. 550 Brewing Company, LLC DBA 550 Brewing Company 119 E. Chuska - New Liquor License

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XV. DEPARTMENT REPORTS

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

XVI. ADJOURNMENT

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

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

1 CITY OF AZTEC
2 SPECIAL WORKSHOP MEETING MINUTES
3 July 23, 2018
4

5 **I. CALL TO ORDER**

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

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

13 MEMBERS ABSENT: None
14

15 OTHERS PRESENT: Interim City Manager Steve Mueller; Project
16 Manager, Ed Kotyk; City Clerk Karla Saylor
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18 **A. Discussion for School Resource Officer and Zia Street Closure**
19

20 Mayor Snover opened the workshop and recused himself because he is a school
21 employee.

22 School Superintendent presented several ideas for the closing of Zia Street. He
23 explained that they do not wish to put anyone in jeopardy but they do want to make sure
24 that the students are safe. They would like to add gates and security sheds. The
25 schools have applied for a grant to remove 3 bridges, they are just trying to close up
26 holes. Metal detectors would be hard because there is more than 1 building with a main
27 entrance. Trying to secure schools from the outside in.

28 Steven Saavedra mentioned that he did receive some complaints from neighbors
29 on Zia. Steve Mueller mentioned that staff has concerns with safety, flooding,
30 connectivity for residents. ADA is another issue with people parking on the sidewalks
31 now what about when there is more traffic in that area. Staff feels it is unsafe and
32 problematic to close Zia for multiple reasons.
33

34 For the School Resource Officer we financially do not have. We can use officers
35 that want overtime. Currently 3 security offers will be at the school.
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41 **II. ADJOURNMENT**
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43 Moved by Mayor Snover to adjourn the meeting at 8:22 p.m.
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ATTEST:

Mayor, Victor C. Snover

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 July 24, 2018
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5 **I. CALL TO ORDER**

6 Mayor Snover called the Workshop to order at 5:10 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

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

13 MEMBERS ABSENT: None
14

15 OTHERS PRESENT: Interim City Manager Steve Mueller; Finance
16 Director Kathy Lamb; Utilities Director Delain
17 George; Community Development Director
18 Steven Saavedra; Project Manager, Ed Kotyk;
19 City Clerk Karla Sayler
20

21 **A. Gross Receipts Tax Implementation**
22

23 Finance Director Kathy Lamb explained that this workshop is brought here
24 tonight because there were questions on how to raise gross receipts tax for
25 the City. She mentioned that there are two types of gross receipts available
26 to us the hold harmless and the general. She suggested that we should stay
27 away from the hold harmless because it would be detrimental at this time to
28 implement this type of tax right now to the City. A small percentage does
29 remain in the general for the municipal gross receipts that the commissioners
30 could enact and it would not require a special election. Kathy mentioned that
31 based on fy18 gross receipts tax revenues 1/8 of one percent (.125%) will
32 generate \$126,000 and will go to general fund unless the commission
33 advises differently. The remaining that can be enacted is .25%. The full
34 amount would increase the general fund by about \$252,000. She explained
35 that this is a conservative number. If they want a January 1, 2019
36 implementation date they need to adopt by September, 2018. If we
37 implement 1/8 our GRT would still be lower than Bloomfield. This would be a
38 shared expense and not just on the citizens. It has been since 2003 since
39 taxes were raised in the City. She mentioned that the City needs to build the
40 cash reserve in the general fund.
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43 Commissioner Sipe mentioned that we need to keep in mind of the fiscal
44 and cumulative impact to this will have to the citizens. Commissioner Randall
45 mentioned that this would be a penny for every eight dollars spent.
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Karla Saylor, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

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2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 July 24, 2018

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 The Invocation was led by Commissioner Randall

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13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Mayor Snover

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17 **IV. NEW MEXICO PLEDGE**

18 The New Mexico Pledge was led by Mayor Snover

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21 **V. ROLL CALL**

22
23 Members Present: Mayor Victor Snover; Mayor Pro-Tem Rosalyn Fry;
24 Commissioner Austin Randall; Commissioner Mark
25 Lewis; Commissioner Sherri Sipe

26
27 Members Absent: None

28
29 Others Present: Interim City Manager Steve Mueller; City Clerk Karla
30 Saylor; Project Manager Ed Kotyk (see attendance
31 sheet)

32
33 **VI. AGENDA APPROVAL**

34
35 MOVED by Commissioner Randall to Approve the Agenda with the exception of
36 items (I) and (L), SECONDED by Commissioner Lewis

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38 All voted Aye: Motion passed five to zero

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40 **VII. CITIZEN RECOGNITION**

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42 Mayor Snover presented Eric Sly with a letter of recognition for enlisting into the
43 United States Army.
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47 **VII. EMPLOYEE RECOGNITION**

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49 Interim City Manager Steve Mueller thanked the Electric Department for the tree
50 trimming around town.

51 Commissioner Sipe thanked Sherri Gurule, Chief Heal and Police Department for
52 another great National Night Out.

53 Commissioner Randall mentioned that National Night Out was good and he
54 thanked Cindy Iacovetto for the face painting booth, she did a great job.

55

56 **IX. CONSENT AGENDA**

57 A. Commission Meeting Minutes July 10, 2018

58 B. Metropolitan Planning Organization Joint Powers Agreement

59 C. Veteran of Foreign Wars Post #614 Letter of Support

60 D. Utility Department Destruction of Records

61 E. Appointment of 2018 New Mexico Municipal League (NMML) Annual
62 Conference Voting Delegates-annual Business Meeting

63 F. Resolution 2018-1090 Municipal Surplus

64 G. Resolution 2018-1091 FY18 Year End budget Adjustments

65 H. Resolution 2018-1092 FY18 Fourth Quarter Financial Report

66 I. CN F100091 New Mexico Department of Transportation Cooperative Project
67 Agreement-Construction Work East Aztec Arterial (PULLED)

68 J. Finance Department Destruction of Records

69 K. 550 Brewing LLC Lease Agreement Amendment (PULLED for Discussion)

70 L. Letter to Aztec Municipal Schools on School Resource Officer and Zia Street
71 Closure (PULLED)

72 M. Resolution 2018-1094 To Place Question on Ballot of Election for Sunday
73 Sales of Alcoholic Beverages (PULLED for Discussion)

74 N. Lodger's Tax Advisory Board Member Appointment

75

76 Moved by Commissioner Lewis, SECONDED by Mayor Pro-Tem Fry to approve
77 the Consent Agenda with the exception of items (K) and (M).

78

79 All Voted Aye: Motion Passed Five to Zero

80

81 **X. ITEMS FROM CONSENT AGENDA**

82

83 (K) 550 Brewing LLC Lease Agreement Amendment

84

85 Commissioner Randall asked about how the sole rights would affect other tenants.
86 Steven Saavadra explained that the Alcohol and Gaming Division would no longer allow
87 550 to serve in the courtyard if they do not have sole rights to the courtyard. So any
88 tenants going forward who wish to use the courtyard would have to go through 550,
89 right now there are no other tenants. He explained that the agreement has been
90 amended to give them sole use for an extra \$250 added to the rent.

91

92 Moved by Commissioner Sipe to Approve the 550 Brewing LLC Lease
93 Agreement Amendment, SECONDED by Mayor Pro-Tem Fry.

94
95 All Voted Aye: Motion Passed Five to Zero

96
97 (M) Resolution 2018-1094 to Place Question on Ballot of Election for Sunday Sales
98 of Alcoholic Beverages

99
100 Commissioner Randall asked what the future of this is with fees and such. Mayor
101 Snover mentioned that there is so much discussion and confusion on this item and we
102 are still waiting on further clarification because of the election change on the County
103 level but we will be on the record with the County as wanting it on the ballot.

104
105 Moved by Commissioner Randall to Approve Resolution 2018-1094 to Place
106 Question on Ballot of Election for Sunday Sales of Alcoholic Beverages, SECONDED
107 by Commissioner Sipe.

108
109 All Voted Aye: Motion Passed Five to Zero

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

112
113 Lenard Tillman mentioned about something he heard from the last Council
114 Meeting regarding Kolby King and voiced his objection to the conflicting stories from the
115 Mayor to the Talon, Daily Times and also to comments on social media. He mentioned
116 about all the things on Social Media and he should not be using his title as a way to get
117 people fired and his wife is also complaining to businesses saying she is the Mayor's
118 wife.

119 Robin Kelly mentioned that she is shocked at the lack of civility toward public
120 servants. She felt compelled to attend this meeting after seeing things on social media
121 toward the Mayor.

122 Kathleen Browning mentioned that she read article in Daily Times about the City
123 Attorney comments of recognizing June as LGTBQ month. She applauded them for
124 recognizing June with a proclamation.

125
126 **XII. BUSINESS ITEMS**

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128 A. Intent to Adopt Ordinance 2018-480 Amending Chapter 16 Article VII Municipal
129 Motor Vehicle Operation Fees

130
131 Interim City Manager mentioned that this is what was presented at the workshop
132 tonight.

133
134 Moved by Commissioner Sipe to Approve the Intent to Adopt Ordinance 2018-
135 480 Amending Chapter 16 Article VII Municipal Motor Vehicle Operation Fees,
136 SECONDED by Commissioner Randall.

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A Roll Call was taken
All Voted Aye: Motion Passed Five to Zero

B. Intent to Adopt Ordinance 2018-481 Amending Chapter 16 Article IX
Community Development Fees

Interim City Manager mentioned that this is what was presented at the workshop tonight.

Moved by Commissioner Randall to Approve the Intent to Adopt Ordinance 2018-481 Amending Chapter 16 Article IX Community Development Fees, SECONDED by Commissioner Randall.

A Roll Call was taken
All Voted Aye: Motion Passed Five to Zero

C. Resolution 2018-1093 FY19 Annual Budget Adoption

Finance Director Kathy Lamb explained we are required by state statute to adopt by resolution and submit by July 30th. Kathy mentioned that there have been some changes since the budget workshops. She went over the staff summary in detail for Commission.

Moved by Commissioner Randall to Approve Resolution 2018-1093 FY19 Annual Budget Adoption with addition of \$61,245.00 General Fund expenditures, SECONDED by Commissioner Sipe.

A Roll Call was taken
All Voted Aye: Motion Passed Five to Zero

D. FY19 Funding Applications

Finance Director Kathy Lamb explained that in the budget there is \$50,000 for community support at this time we have requests: Aztec Boys and Girls Club \$25,000 for after school programs; Aztec Museum \$25,000 to \$50,000 for Museum Director; and Aztec Ruins \$540 to \$840 for summer lecture series.

Interim City Manager Steve Mueller mentioned that we are still in discussions with the Museum about moving the Visitors Center to Main Street.

Mayor Pro-Tem Fry mentioned that the amount of funding for the Museum may change depending on what is decided with Visitors Center.

Moved by Commissioner Sipe to Approve funding to Aztec Ruins in the amount of \$540; Aztec Boys and Girls Club in the amount of \$25,000; and table the funding for Museum pending further discussion, SECONDED by Commissioner Randall.

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All Voted Aye: Motion Passed Five to Zero

XIII. LIQUOR LICENSE HEARING

- A. 550 Brewing Company, LLC DBA 550 Brewing Company 119 N. Main - New Liquor License

Utilities Director Delain George explained that this was a liquor license hearing for 550 Brewing Company, LLC located at 119 N. Main the intent is to move their masters brewers license and under state statute one of the requirements is they must have a waiver from Commission in order to do this. They have a letter of support from the Aztec Presbyterian Church and for the First United Methodist Church who are within 300 feet of this location.

Moved by Commissioner Lewis to Approve the New Small Brewer’s Liquor License for 550 Brewing Company, LLC located at 119 N. Main Ave. Aztec NM, SECONDED by Commissioner Sipe.

A Roll Call was taken
All Voted Aye: Motion Passed Five to Zero

- B. Aztec Theater & Center for Music & Arts, Inc. 104 N. Main-New Liquor License

Utilities Director Delain George explained that Alcohol and Gaming has approved a waiver process for alcohol sales in advance of receiving the license for 104 N. Main in Aztec. The Commission must also approve the waiver. The Aztec Theater has applied for a club license. Their location is within 300 feet of two churches and they have a letter of support from the Aztec Presbyterian Church and no letters of opposition.

Moved by Commissioner Sipe 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, SECONDED by Commissioner Randall.

A Roll Call was taken
All Voted Aye: Motion Passed Five to Zero

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Interim City Manager Steve Mueller reported that he attended a COG meeting in Grants.

226 Commissioner Lewis reported that he and Commissioner Sipe attended the La
227 Plata Animas Project Tour last week and it was great to see the project put together. He
228 was impressed by the turn out for National Night Out.

229
230 Commissioner Randall mentioned that he noticed the river flow seemed healthy
231 and asked if there was a magic number that Andrew was looking for before coming out
232 of stage 2 water restrictions. Steve explained that they are still monitoring everyone has
233 been helping out and will re-evaluate at the end of August.

234
235 Commissioner Sipe mentioned that she really enjoyed the tour and seeing the
236 completed project. They said if we had to request water from them it would be about 48
237 hours before it got to us. She also met with Farmington and Aztec's Boys and Girls Club
238 who are looking at combing all organizations so there is only one pool of money.
239 Attended EDAB meeting. She mentioned that we were one of five cities chosen to do a
240 presentation a NMML annual meeting.

241
242 Mayor Pro-Tem Fry mentioned that she attended the Library Advisory meeting
243 last week and encouraged people to visit the library. She attended the San Juan Safe
244 Communities meeting, 4CED, and Geo Tourism meetings. She also met with the Boys
245 and Girls Club and she feels this will help the club be more efficient. Enjoyed National
246 Night Out.

247
248 Mayor Snover also mentioned National Night out and he was blown away by the
249 turn out and would be great if we could do more community events. He gave a shout out
250 to staff. He mentioned that tomorrow will be meet your Mayor at 550 and he is happy to
251 meet people and discuss things.

252
253 **XV. DEPARTMENT REPORTS**

254
255 Chief Heal thanked them for the kind words on National Night Out and he
256 thanked staff for all the help they received.

257
258 Ken George Electric Director mentioned that the City of Farmington will have a
259 City wide outage will not happen until March or April.

260
261 Cindy Iacovetto Senior Center Director mentioned that she is proud to be part of
262 the City. She thanked co-workers for being there to listen when she needed them and
263 help her through difficult times.

264
265 Steven Saavedra Community Development Director mentioned that the code
266 compliance office Andrew DiCamillo has been working on getting foreclosed houses
267 cleaned up. He mentioned that there has been some momentum downtown with the
268 adoption of the MRA plan.

269
270

271 **XVI. CLOSED SESSION**

272
273 Mayor Snover moved the meeting into closed session at 7:24 pm: Pursuant to
274 State Law, Section 10-15-1H (2) Limited Personnel Matters, City Manager Appointment
275 and Employment Agreement

276 Mayor Snover moved the meeting back into an open session at 7:52 pm. All
277 voted Aye to the only item discussed was the City Manager Appointment and
278 Employment Agreement.

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280 **XVII. BUSINESS ITEMS (continued)**

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282 D. City Manager Employment Agreement

283
284 Moved by Commissioner Sipe to Approve the appointment of Steve Mueller as
285 City Manager and the Employment Agreement between the City of Aztec and Steve
286 Mueller amending the vehicle allowance to commence on August 1st.

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288 A Roll Call was taken
289 All Voted Aye: Motion Passed Five to Zero

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291 **XVIII. ADJOURNMENT**

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293 Moved by Mayor Snover, SECONDED by Commissioner Lewis to adjourn the
294 meeting at 7:54 p.m.

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306 Mayor, Victor Snover

307 ATTEST:
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309 _____
310 Karla Sayler, City Clerk

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312 MINUTES PREPARED BY:
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314 _____
315 Sherlynn Morgan, Administrative Assistant

Staff Summary Report

MEETING DATE:	August 14, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (D)
AGENDA TITLE:	Resolution 2018-1095 Authorizing Signatures for City Accounts

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approve Resolution 2018-1095 Authorizing Signatures for City Accounts
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS

- Resolution 2018-1095 updates the list of persons authorized to sign on City accounts with respect to the appointment of City Manager at the July 24, 2018 commission meeting.
- Payments exceeding \$5,000 requires the approval of three (3) authorized signatories (any combination).
- New investments will require new signature cards to be executed at the time of the investment.
- Signature cards to be executed specific to this resolution
 - Checking Accounts
 - Citizens Bank Operating Account (Primary account for city transactions)
 - Citizens Bank SWEEP Account (overnight investment account)
 - Citizens Bank CDBG(Community Development Block Grant) Account (specific to CDBG grant funds)
 - Investments
 - NM Local Government Investment Pool (LGIP)
 - Vectra Bank
 - Four Corners Community Bank
 - Wells Fargo Bank
 - Bank of America
 - Citizens Bank
 - High Desert Credit Union

SUPPORT DOCUMENTS:	Resolution 2018-1095
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Resolution 2018-1095 Authorizing Signatures for City Accounts
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**CITY OF AZTEC
RESOLUTION 2018-1095**

AUTHORIZING SIGNATURES FOR CITY ACCOUNTS

WHEREAS, the City Commission of the City of Aztec, New Mexico, is authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, the Citizens Bank, Aztec, New Mexico, Bank of America, Farmington, New Mexico, Four Corners Community Bank, Aztec, New Mexico, Wells Fargo Bank, Farmington, New Mexico, Local Government Investment Pool (LGIP), State of New Mexico, Vectra Bank, Farmington, New Mexico, Bank of the Southwest, Farmington, New Mexico, and High Desert Credit Union, Aztec NM be designated as depositories of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require two (2) of the following persons:

Steve Mueller	City Manager
Kathleen A Lamb	Finance Director
Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico that all checks, drafts, notes or orders drawn against the City accounts in amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico that all time certificates of deposit and pooled investment accounts withdrawals or transfers shall require three (3) signatures and the following are hereby authorized to sign and countersign:

Steve Mueller	City Manager
Kathleen A Lamb	Finance Director
Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem

Sherri A Sipe
Austin R Randall
Mark E Lewis

Commissioner
Commissioner
Commissioner

PASSED, APPROVED AND ADOPTED this 14th day of August 2018.

City of Aztec

Victor C Snover, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE: August 14, 2018
AGENDA ITEM: IX. CONSENT AGENDA (E)
AGENDA TITLE: Resolution 2018-1096 Authorizing Signatures on Motor Vehicle Department Checking Account

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Resolution 2018-1096 Authorizing Signatures for City of Aztec Motor Vehicle Department Checking Account
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Resolution 2018-1096 updates the list of persons authorized to sign on City of Aztec Motor Vehicle Department Checking account with respect to the appointment of City Manger at the July 24, 2018, commission meeting.
- For internal control purposes, the Two (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5,000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account this will also allow extra signers, in the event that authorized signers are not available, except from the same department.

PROCUREMENT / PURCHASING (if applicable)

None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

None

SUPPORT DOCUMENTS: Resolution 2018-1096

DEPARTMENTS RECOMMENDED MOTION: Move to Approve Resolution 2018-1096 Authorizing Signatures for City of Aztec Motor Vehicle Department Checking Account

**CITY OF AZTEC
RESOLUTION 2018-1096**

Authorizing Signatures for Motor Vehicle Department Bank Account

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the City Motor Vehicle Department checking account at Citizens Bank, New Mexico, N.A.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Motor Vehicle Department checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons:

Steve Mueller	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director
Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

PASSED, APPROVED AND ADOPTED this 14th day of August 2018.

City of Aztec

Victor C Snover, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE: August 14, 2018
AGENDA ITEM: IX. CONSENT AGENDA (F)
AGENDA TITLE: Resolution 2018-1097 Authorizing Signatures for Municipal Court Cash Bond Checking Account

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Resolution 2018-1097 Authorizing Signatures on City of Aztec Municipal Court Cash Bond Checking Account
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Resolution 2018-1097 updates the list of persons authorized to sign on City of Aztec Municipal Court Cash Bond Checking account with respect to the appointment of City Manager at the July 24, 2018, commission meeting.
- For internal control purposes, the TWO (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5,000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account, this will also allow extra signers, in the event that authorized signers were not available, except from the same department.

PROCUREMENT / PURCHASING (if applicable)

None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

None

SUPPORT DOCUMENTS: Resolution 2018-1097

DEPARTMENTS RECOMMENDED MOTION Move to Approve Resolution 2018-1097 Authorizing Signatures on City of Aztec Municipal Court Cash Bond Checking Account

**CITY OF AZTEC
RESOLUTION 2018-1097**

Authorizing Signatures for Municipal Court Cash Bond Checking Account

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the Municipal Court Cash Bond Checking Account at Citizens Bank, New Mexico, N.A.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Municipal Court Cash Bond checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons: For internal control purposes, the combination of signatures, no two signatures can be from the same department.

Carlton Gray	Municipal Judge
Theresa Archuleta	Court Administrator
Steve Mueller	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

PASSED, APPROVED AND ADOPTED this 14th day of August 2018.

City of Aztec

Victor C Snover, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE:	August 14, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (G)
AGENDA TITLE:	Red Apple Transit Agreement

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

PROJECT DESCRIPTION / FACTS

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

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

The agreement shall be valid until September 30, 2019.

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

PROCUREMENT

N/A

FISCAL IMPACTS

The FY19 Adopted Budget (General Fund) includes \$22,000 specific to public transportation provided by Red Apple Transit.

SUPPORT DOCUMENTS:	Red Apple Transit Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve the Red Apple Transit Agreement and Authorize the City Manager to sign on behalf of the City
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**RED APPLE TRANSIT AGREEMENT
FARMINGTON – AZTEC**

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

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

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

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

1. Services. The City of Farmington shall provide Red Apple Transit service routes in Aztec. Stops include: all city limit stops entering the city (from direction of Farmington to Aztec) towards the Micro-tel Inn and Suites, Main Street and exiting the city towards Farmington. Services are provided Monday through Friday from 6:25 am until 6:33 pm in the form of five bus runs and Saturday from 6:25 am until 6:33 pm in the form of three bus runs. Buses will not run on holidays: President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

2. Effective Date and Term. This Agreement shall be effective October 1, 2018 and shall terminate on September 30, 2019.

3. Compensation. The compensation includes a Base Line Cost to operate a bus on a run (maintenance, fuel consumption, driver wages, etc.), the costs associated for each mile, and the amount of daily runs to the furthest bus stop distance (costs are not determined on number of bus stops). Aztec will compensate Farmington for the services rendered in the annual amount of Nineteen thousand seven hundred fifty dollars and 00/100 (\$19,750.00), payable in quarterly payments of Four thousand nine hundred thirty seven dollars and 50/100 (\$4,937.50).

4. Purpose/Non-Discrimination. Farmington agrees to expend said funds to provide the services described herein and for no other purpose. Farmington further agrees that it shall not discriminate in the provision of services hereunder on the basis of race, creed, national origin, age, sex, or religion.



CITY OF FARMINGTON

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

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

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

The parties hereto have executed this Agreement this _____ day of _____, 2018.

CITY OF FARMINGTON

CITY OF AZTEC

By Robert Mayes
Robert Mayes
City Manager

By _____
Steve Mueller
Interim City Manager

Date: 7-24-18

Date: _____

Approved as to Form:
Legal Department
By Ellen Wayne
Date 7-20-18

Staff Summary Report

MEETING DATE: August 14, 2018
AGENDA ITEM: IX. CONSENT AGENDA (H)
AGENDA TITLE: Resolution 2018-1098 Municipal Surplus

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval of Resolution 2018-1098
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 2018-1098
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1098 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC RESOLUTION 2018-1098

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 14th day of August 2018.

VICTOR C. SNOVER, MAYOR

ATTEST:

CITY CLERK KARLA SAYLER

CITY OF AZTEC
RESOLUTION 2018-1098
AUGUST 14, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
Todo lo que necesitas saber sobre pandillas	Evan Stark
Gangs and your neighborhood	Stanley "Tookie" Williams
Gangs and your friends	Stanley "Tookie" Williams
Gangs and weapons	Stanley "Tookie" Williams
Gangs and wanting to belong	Stanley "Tookie" Williams
Gangs and violence	Stanley "Tookie" Williams
Bad news for outlaws : the remarkable life of Bass Reeves, deputy U.S. marshal	Vaunda Micheaux Nelson
The U.S. Coast Guard	Carrie A. Braulick
Orphan train rider : one boy's true story	Andrea Warren
Secret Service agents : life protecting the president	David Seidman
Family violence	Janice M. Yuwiler
Carolyn's story : a book about an adopted girl	Perry Schwartz
Working with children	Margaret McAlpine
Lives turned upside down : homeless children in their own words and photographs	Jim Hubbard
Staying safe at school	Joanne Mattern
Talking about domestic violence	Nicola Edwards
Staying safe on the street	Joanne Mattern
Staying safe on the school bus = la seguridad en el autobs escolar	Joanne Mattern
The bombing of Pan Am flight 103	R. Doug Wicker
Titanic	Simon Adams
Space disaster and meteorite alert!	Julie Karner
Transportation disaster alert!	Niki Walker
A day in the life of a police officer	Heather Adamson
Nuclear accidents	Mark Mayell
Bhopal : chemical plant accident	Nichol Bryan
Famine, drought, and plagues	Jane Walker
Tsunamis and other natural disasters : a nonfiction companion to Hide tide in Hawaii	Mary Pope Osborne and Natalie Pope Boyce
Earthquakes : a practical survival guide	Suzanne J. Murdico and Greg Roza
book: Homeland security	
Mother Nature goes nuts! : amazing natural disasters	editors of Klutz
Emergency workers are on their way!	Bobbie Kalman
Environmental disaster alert!	Paul Challen
Terrorist attack : true stories of survival	Jennifer Silate
Suicide bombers	Robert Greenberger
Crafty detectives	Nick Huckleberry Beak
Courageous crimefighters	Robert Italia
Police SWAT teams : life on high alert	Christopher D. Goranson
Police SWAT teams : life on high alert	Christopher D. Goranson
Forensic scientists : life investigating sudden death	Suzanne J. Murdico
Forensic scientists : life investigating sudden death	Suzanne J. Murdico
Forgeries, fingerprints, and forensics : crime	Janice Parker

CITY OF AZTEC
RESOLUTION 2018-XXXX
AUGUST 14, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
Solving a crime	Peter Mellett
The search for forensic evidence	Brian Innes
Be a crime scene investigator	Lorraine Jean Hopping
The FBI and cyber crime	Robert Grayson
Domestic crime	Isobel Brown
Crime & punishment : law & order	Fiona Macdonald
The ozone hole	Jane Walker
Acid rain	Rebecca K. O'Connor
Global warming	Neil Morris
What are global warming and climate change? : answers for young readers	Chuck McCutcheon
Exxon Valdez oil spill	Nichol Bryan
Recycling	Charlotte Wilcox
Why shouldn't I drop litter?	MJ Knight
Waste and recycling	Sally Hewitt
Hands-on projects about saving the earth's resources	Krista West
How carbon footprints work	
Prohibition : America makes alcohol illegal	Daniel Cohen
Wildfire alert! / Lynn Peppas	
Firefighter	
2007 Microsoft Office system inside out	Jim Boyce
Gangs and drugs	Stanley "Tookie" Williams
Gangs and self-esteem	Stanley "Tookie" Williams
Gangs and the abuse of power	Stanley "Tookie" Williams
Hoaxers & hustlers	Thomas Streissguth
Secret societies	Stewart Ross
Life on Alcatraz	Judith Janda Presnall
The Oklahoma City bombing	Geraldine Giordano
The nerve gas attack on the Tokyo subway	J. Poolos
Just the facts : writing your own research report	Nancy Loewen
Life cycles	Sally Hewitt
The amazing outdoor activity book	Angela Wilkes
Ready to read : based on Timothy goes to school and other stories	Rosemary Wells
Writing with style	Sue Young
Janice VanCleave's teaching the fun of math	
Still more questions & answers : for ages 6-8	Kathie Sweeney
Sandbox scientist : real science activities for little kids	Michael E. Ross
I want to be a teacher	Dan Liebman
How to write reports	Anne Faundez
Super study skills : the ultimate guide to tests and studying	Laurie Rozakis
Todo lo que necesitas saber sobre la violencia en la escuela	Anna Kreiner
School newspaper = Peri*odico escolar	Rae Emmer
Having a learning disability	Margaret and Peter Flynn

CITY OF AZTEC
RESOLUTION 2018-XXXX
AUGUST 14, 2018

LIBRARY SURPLUS

TITLE	AUTHOR
Special education teacher	Ellyn Sanna
Kids explore the gifts of children with special needs	Westridge Young Writers Workshop
Children of the Dust Bowl : the true story of the school at Weedpatch Camp	Jerry Stanley
A day in the life of a musician	Linda Hayward
A day in the life of a teacher	Linda Hayward
Primary and secondary sources	John Hamilton
Chorus = Coro	Rae Emmer
The Little Rock Nine : young champions for school integration	Jake Miller
Remember : the journey to school integration	Toni Morrison
What happens at a bike shop?	Kathleen Pohl
Trade and commerce	Lucile Davis
The merchant	
The pony express	A.I. Lake
How it happens at the post office	Dawn Frederick
Telecoms	Simon Maddison
Morse code	Karen Price Hossell
The transcontinental railroad	Tom Streissguth
The iron horse : how railroads changed America	Richard Wormser
The transcontinental railroad and the great race to connect the nation	Wim Coleman & Pat Perrin
Airplanes and flying machines	Gallimard Jeunesse
C*omo llegal*a?	Jo Cleland
Stagecoach : the ride of a century	A. Richard Mansir
Jewelry	Kevin K. Casey
Masks	Kevin K. Casey
Bandannas, chaps, and ten-gallon hats	Bobbie Kalman
Clothing and jewelry	Fiona MacDonald

Staff Summary Report

MEETING DATE: August 14, 2018
AGENDA ITEM: IX. CONSENT AGENDA (I)
AGENDA TITLE: Resolution 2018-1099, Rescinding Resolution 2018-1084
Emergency Ban on Open Fires and Fireworks

ACTION REQUESTED BY: Steve Mueller, City Manager
ACTION REQUESTED: Approve Resolution 2018-1099, Rescinding Resolution 2018-1084
Emergency Ban on Open Fires and Fireworks
SUMMARY BY: City Manager's Office

PROJECT DESCRIPTION / FACTS

The Aztec City Commission implemented an Emergency Ban on Open Fires and Fireworks through passing Resolution 2018-1084 at their June 12, 2018 meeting.

That ban was established for 120 days from the date of approval which would have kept the ban in effect until October 10, 2018.

Both Farmington and San Juan County have lifted their bans on the premise that the extreme hazard probability has passed.

SUPPORT DOCUMENTS: Resolution 2018-1099

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1099, Rescinding Resolution 2018-1084 Emergency Ban on Open Fires and Fireworks

Resolution 2018-1099

**Rescinding Resolution 2018-1084: Chapter 8, Article IV.
Emergency Ban on Open Fires and Fireworks**

WHEREAS, the Aztec City Commission implemented an Emergency Ban on Open Fires and Fireworks through passing Resolution 2018-1084 at their June 12, 2018 meeting; and

WHEREAS, that ban was established for 120 days from the date of approval which would have kept the ban in effect until October 10, 2018; and

WHEREAS, both Farmington and San Juan County have lifted their bans on the premise that the extreme hazard probability has passed;

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission, of Aztec, New Mexico, hereby rescinds Resolution 2018-1084 which declared a ban on all open fires and fireworks as defined in Chapter 8, Article IV within the incorporated area of the City of Aztec.

PASSED, APPROVED AND ADOPTED Resolution 2018-1099 this 14th day of August, 2018.

VICTOR C. SNOVER, MAYOR

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE: August 14, 2018
AGENDA ITEM: IX. CONSENT AGENDA (J)
AGENDA TITLE: RFP 2019-662 City Attorney Contract Award

ACTION REQUESTED BY: Finance Dept
ACTION REQUESTED: Approval to award contract
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- A Request for Proposal (RFP) was issued in June 2018 for Municipal Legal Services. The RFP was issued as a result of Larry Thrower's resignation as city attorney in June 2018. The selected attorney(s) would be under an annual agreement for a maximum of four years.

PROCUREMENT / PURCHASING (if applicable)

- Issued a formal Request for Proposal – RFP 2019-662 Municipal Legal Services in June 2018. Proposals were due on July 12, 2018.
- Four proposals were received and evaluated. Proposals were received from Adam H. Bell P.C., Ronal M. Brambl Jr, Jennifer L. Olsen and the Risley Law Firm. The evaluation committee included the City Manager, Municipal Court Judge, Community Development Director, Utility Administration MVD Director and Senior/Community Center Director. Proposal evaluations were completed by July 26, 2018.
- The committee elected to conduct oral interviews with each of the proposers. The interviews were completed on August 6, 2018. The attached Proposal Evaluation summary includes both the results of the proposal and interview scoring.
- The evaluation committee determined the Risley Law Firm has the resources and broad experience to best serve the City; however there was concern on the cost proposal submitted. The Risley Law Firm was willing to negotiate the monthly retainer and hourly rate. If Commission approves the award of the RFP to the Risley Law Firm, attorney fees for the first year of the agreement, will be:

A monthly retainer of \$7,000 plus gross receipts for up to 40 hours billable time as set forth in the RFP. The next additional 10 hours in any given month in excess of 40 hours will be billed at \$250 per hour by Mr. Risley (\$50 per hour off his normal rate), and \$175 per hour for Ms. Unsicker (\$25 per hour off her normal rate). Anything over the extra 10 hours (50 hours for the month) will be at the firm's normal billable rates of \$300 per hour for Mr. Risley and \$200 per hour for Ms. Unsicker.

- If the RFP is awarded to the Risley Law Firm, meetings will be scheduled to allow Mr. Thrower to provide documents and status of any pending issues and with City representatives to determine the process for effective communication and scheduling.
- If approved, the new contract will become effective September 1, 2018, for a term of one (1) year and will be subject to renewal for three (3) additional one-year terms. Under the terms of Section 13-1-50, NMSA contracts may be subject to extension not to exceed four (4) years.
- On August 9, 2018, all proposers were advised of the committee recommendation to the Commission and advised of their right to submit written protest within 15 days.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- **\$75,338** yearly including tax (base contract for 10 months remaining in FY19). An estimate for hours exceeding the monthly retainer: **\$21,525**. The FY19 Annual Budget is currently established at \$80,000 (General Fund). The annual budget was established based on the agreement in place with Mr. Thrower in June 2018.
- The FY19 budget will require a mid-year (January 2019) budget adjustment to meet the contractual obligation to June 30, 2019.

SUPPORT DOCUMENTS: RFP 2019-662 Proposal Evaluation Summary
2019 Professional Services Contract (Draft)

DEPARTMENT'S RECOMMENDED MOTION: Move to approve award of RFP 2019-662 Municipal Legal Services to The Risley Law Firm and authorize the City Manager to sign the professional services agreement on behalf of the City.



City of Aztec
RFP 2019-662: Municipal Legal Services
Scored Evaluation Tabulation
Award Recommendation: Risley Law Firm, P.C.

Evaluation Criteria>

Organizational Experience
 Max Points: 450

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	375	215	325	400	375
Ronal M. Brambl Jr	300	225	200	300	425
Jennifer L. Olson	275	215	300	350	425
Risley Law Firm	300	275	300	375	400

Organizational References
 Max Points: 150

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	150	80	100	125	150
Ronal M. Brambl Jr	150	100	100	125	150
Jennifer L. Olson	150	80	100	125	150
Risley Law Firm	150	100	100	125	150

Qualifications
 Max Points: 250

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	175	150	200	175	175
Ronal M. Brambl Jr	125	190	175	125	200
Jennifer L. Olson	200	205	175	150	225
Risley Law Firm	200	195	200	200	250

Evaluation Criteria>

Affiliations
 Max Points: 50

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	30	37	20	30	45
Ronal M. Brambl Jr	30	40	40	25	40
Jennifer L. Olson	50	40	40	30	50
Risley Law Firm	50	25	40	30	50

Proposal Responsiveness
 Max Points: 50

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	50	40	40	50	45
Ronal M. Brambl Jr	25	25	30	25	45
Jennifer L. Olson	50	40	40	40	45
Risley Law Firm	50	30	40	30	48

Cost Proposal
 Max Points: 50

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	43.48	43.48	43.48	43.48	43.48
Ronal M. Brambl Jr	50	50	50	50	50
Jennifer L. Olson	48.08	48.08	48.08	48.08	48.08
Risley Law Firm	31.25	31.25	31.25	31.25	31.25

NIM Preference:
 Max Points 50
 (Risley Firm only proposer to provide necessary documents)

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	0	0	0	0	0
Ronal M. Brambl Jr	0	0	0	0	0
Jennifer L. Olson	0	0	0	0	0
Risley Law Firm	39.06	32.8125	35.56	39.565	46.46

Score Totals From Each Evaluator
 Maximum Total Points = 1,050

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	823.48	565.48	728.48	823.48	833.48
Ronal M. Brambl Jr	680	630	595	650	910
Jennifer L. Olson	773.08	628.08	703.08	743.08	943.08
Risley Law Firm	820.31	689.063	746.81	830.815	975.71

Proposal Evaluation
 Score Average

Rank	Score
3	754.88
4	693
2	758.08
1	812.5415

Evaluation Criteria>

Interview Process
 Max Points = 75

Evaluator # >	1	2	3	4	6
Adam H. Bell PC	40	32.5	58	47	51
Ronal M. Brambl Jr	29	27.5	44	34	36
Jennifer L. Olson	56	45.5	51	45	46
Risley Law Firm	58	57	49	40	60

Interview
 Score Average

Rank	Score
3	45.7
4	34.1
2	48.7
1	52.8

Proposal Evaluation and Interview
 Score Average

Rank	Score
3	800.58
4	727.1
2	806.78
1	865.3415

CITY OF AZTEC
PROFESSIONAL SERVICES CONTRACT
RFP 2019-662 MUNICIPAL LEGAL SERVICES

THIS AGREEMENT is made and entered into by and between the **CITY OF AZTEC**, hereinafter referred to as the "City," and **The Risley Law Firm, P.C.** , hereinafter referred to as the "Contractor," and is effective as of **September 1, 2018**, "Effective Date".

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Contractor agrees to perform the services as set forth in Scope of Services RFP 2019-662 MUNICIPAL LEGAL SERVICES, Exhibit 1, attached hereto, "Services", in a timely manner and in accordance with the terms and conditions of this Agreement and applicable laws. Contractor shall furnish, at its own expense, all labor, transportation, materials, consumables, qualified supervisory personnel, tools, equipment and facilities, to properly perform the Services, except as otherwise provided in the Services.

2. Compensation.

A. For performance and completion of the Services, the City shall pay the Contractor based on Compensation Schedule, Exhibit 2, attached hereto, "Compensation", excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

For the period through August 31, 2019: **The monthly retainer fee payable to the Contractor under this agreement, shall not exceed \$7,000 per month. The first 10 hours in excess of 40 hours per month will be compensated at \$250 per hour for services provided by Mr. Risley and \$175 per hour for services provided by Ms. Unsicker. Hours exceeding 50 per month, will be compensated at \$300 per hour for services provided by Mr. Risley and \$200 per hour for services provided by Ms. Unsicker.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (June 30) in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **August 31, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of city funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City of Aztec for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of city vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges

that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or

employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a San Juan County, New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Insurance

Prior to commencement of the Services, Contractor shall obtain the insurance required by this Agreement and all insurance that may be required under the applicable laws, ordinances and regulations of any governmental authority. Each insurance policy of the Contractor shall provide, either in its printed text or by endorsement, that it shall be primary with respect to the interest of the City, and any insurance maintained by the City is in excess and not contributory to Contractor's insurance policies regardless of any like insurance coverage that the City may have. Contractor shall furnish to City a completed certificate of insurance coverage which references City's project number and project title for the Services and which specifically requires thirty (30) days prior notice to City of cancellation, termination or any material change of any such insurance policy. Review of the Contractor's insurance by City shall not relieve or increase the liability of Contractor. Where applicable, all insurance policies shall provide for waiver of subrogation in favor of the City, include cross liability provisions, and all policies, except Workers' Compensation and professional liability (a/k/a errors and omissions insurance), shall name the City as additional insured.

Without limiting any of the liabilities or other obligations of Contractor under this Agreement, Contractor shall obtain and maintain in effect, at its sole cost and expense, with forms and insurers acceptable to City, until all the obligations under this Agreement are satisfied, insurance policies providing coverage protecting against claims for personal and bodily injury or death, as well as claims for property damage which may arise from operations in connection with the Services whether such operations are by Contractor or any subcontractor for at least the following minimum coverage:

(a) Worker's Compensation Insurance. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

(b) Commercial General Liability Insurance, or the equivalent, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, Engineer's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." The policy shall be endorsed to include City as an additional insured only to the extent the City is vicariously liable for the negligence, acts or omissions of Contractor.

(c) Business Automobile Liability Insurance, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000) per accident with respect to Contractor's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services required to be performed by Contractor pursuant to the Agreement.

(d) Errors and Omissions Insurance, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000).

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: CITY OF AZTEC
Attn: Purchasing Office
201 W Chaco
Aztec NM 87410

To the Contractor: The Risley Law Firm, P.C.
2705 Rabbitbrush Drive
Farmington NM 87402

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Contractor and City have executed this Agreement on their behalves by their duly authorized representatives as of the Effective Date set forth above.

By: _____ Date: _____
Steve Mueller, City Manager

(SEAL)

ATTEST:

By: _____ Date: _____
Karla Saylor, City Clerk

By: The Risley Law Firm, P.C. Date: _____
Contractor

Signature Phone: _____

Printed Name & Title

Federal Taxpayer Identification or
Social Security Number

NM Taxpayer Identification
Number

Professional Services Agreement
RFP 2019-662 Municipal Legal Services
Exhibit 1: Scope of Services

The Risley Law Firm, P.C. will be primarily responsible for, but not limited to the following on site and/or all other means of communication:

- a) Advise the City Commission, City Staff, and all appointed boards on legal matters including but not limited to matters of civil liability, City finances, public property and personnel. Municipal services may include land use, franchises and franchise fees, annexation, public purchasing and contracting, and government ethics.
- b) Advice and consultation, including preparation of oral and written opinions to City Officials, Commissioners and Staff.
- c) Legal representation of the City, its political subdivision, as well as individual commissioners and other municipal employees who may be named as parties in their official capacities in any legal action.
- d) Participate in negotiations with other municipalities or government agencies.
- e) Preparation, review and analysis of any and all ordinances, resolutions and proposed legislation.
- f) Preparation, review and analysis of newly created legal documents and interpretation of existing legal documents, including (but not limited to) such instruments as contracts/agreements, easements, joint powers agreements, annexation documents, City Ordinances, Resolutions, Legislation, etc for the City of Aztec.
- g) Interpretation of existing laws and ordinances.
- h) Analysis and handling of City legal issues.
- i) Preparation of legal opinions and other legal matters that may come before the City.
- j) Answer specific requests made concerning City issues, i.e. complaints from the public and legal opinions on various City issues.
- k) Legal resource for all departments through City administration.
- l) Draft letters and requests for compliance on violations of City Ordinances. Represent City of Aztec in preparation and prosecution of ordinance violations in Municipal Court and in District Court as required.
- m) Represent the City of Aztec for all DWI prosecutions and all District Court appeals.

- n) Represent the City of Aztec for Court, Administrative Hearings, Planning and Zoning matters and Personnel matters.
- o) Attend City Commission Meetings and Workshops and other meetings required by the City Commission.
- p) Scheduled office hours at the City as may be required.
- q) Submission of a monthly status report of all legal activity to City Manager.
- r) Submit a monthly detailed statement with billing, said statement to include the date and length of time of services rendered. These statements shall be subject to inspection by the designated agent for the City.

DRAFT

Professional Services Agreement
RFP 2019-662 Municipal Legal Services
Exhibit 2: Compensation

Monthly Retainer: \$7,000 plus gross receipts for up to 40 hours billable time as set forth in the RFP.

Hourly Rates: The next additional 10 hours in any given month in excess of 40 hours will be billed at \$250 per hour by Mr. Risley, and \$175 per hour for Ms. Unsicker. Anything over the extra 10 hours (50 hours for the month) will be at the firm's normal billable rates of \$300 per hour for Mr. Risley and \$200 per hour for Ms. Unsicker.

Staff Summary Report

MEETING DATE:	August 14, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (K)
AGENDA TITLE:	Aztec Municipal Airport Lease Agreement – Digii.Net

ACTION REQUESTED BY:	Wallace Begay
ACTION REQUESTED:	Approval of Lease Agreement
SUMMARY BY:	Wallace Begay

PROJECT DESCRIPTION / FACTS

Aztec Municipal Airport has provided a small part of their land for next the Airport house for Digii.Net a Wireless Internet Service Provider (WISP). Digii.Net provides services in the Aztec area for residence and local business that are not able to get cable, DSL internet or who chose not to use cable/telecom services.

PROCUREMENT

N/A

FISCAL IMPACTS

No fiscal impact cost to the City, but does provide a small stream of revenue towards the Aztec Municipal Airport. Year 1-2 \$52.50 per month, Year 3-4 \$55.00 per month.

SUPPORT DOCUMENTS:	Digii.Net Lease Agreement 2018
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Lease Agreement
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LEASE AGREEMENT

This Lease Agreement is entered into this ____ day of September, 2018 by and between the **City of Aztec** (hereinafter called the “City”) and **Digii.Net** (hereinafter called Digii.Net).

1. **Leased Premises.** City hereby leases to Digii.Net space for an antenna site in accordance with their current Business Plan filed with the City Clerk and site plan herein attached.
2. **Term.** The term of this lease agreement shall be for four years beginning on the ____ day of September, 2018. At the end of the initial term of this Lease Agreement, the parties may renew this Lease Agreement on the same terms or other terms agreeable to the parties and evidenced in writing and approval of the Aztec City Commission.
3. **Lease.** Digii.Net agrees to pay all costs assumed for the installation, operation and maintenance of the antenna site. Digii.Net agrees to pay the annual sum of six hundred thirty dollars (\$630) for lease of the site in years 1-2. Years 3 – 4 the annual sum of six hundred sixty dollars (\$660). The sum is due on the 1st day of each month this agreement is in effect.
4. **Insurance.** Digii.Net agrees to indemnify and hold harmless the City from any and all damages, claims, suits or other actions asserted against the City related to the acts or omissions of Digii.Net or their agents and employees. Digii.Net further agrees to carry good and sufficient liability insurance for an amount of at least one million dollars (\$1,000,000.00). Digii.Net further agrees to carry any

insurance increases as required by the insurer. Both City and Digii.Net shall be named as insured parties on the policy. Digii.Net shall file a certificate of insurance with the City Clerks Office as part of this Lease Agreement. Digii.Net shall carry such other insurance concerning their operation as they deem necessary.

5. **Improvements.** Digii.Net hereby agrees and covenants not to make any improvements, additions, or alterations to the leased premises without the written consent of the City.
6. **Facilities.** Digii.Net agrees to maintain and keep in good repair and appearance the antenna site.
7. **Laws and Regulations.** Digii.Net agrees to strictly adhere to and obey all laws and regulations of the Federal, State, and Local governments. Any infraction of the laws and regulations related to the operation of the antenna shall be deemed to be a default of the terms of the agreement.
8. **Default.** In the event the City finds Digii.Net to be in default, under the terms of this agreement, it shall give Digii.Net notice thereof in writing at the address identified herein. In the event Digii.Net does not correct the deficiency and default within fifteen days of notice, the lease may be terminated at the option of the City. The termination of the lease shall be in addition to other remedies of the City, and City may pursue any remedy it has in law or equity against Digii.Net.
9. **Attorney Fees.** Digii.Net agrees that in the event it is necessary for the City to retain the services or use the services of an attorney in enforcing the terms of this lease, Digii.Net will reimburse the City for the reasonable fees and costs incurred.

10. **Inspection.** Digii.Net agrees to make the premises available for inspection by City at any time upon reasonable notice.
11. **Assignment.** The parties hereby agree that Digii.Net will not assign its interest in this lease agreement without the written consent of the City.
12. **Maintenance.** Digii.Net agrees to keep the leased premise in good repair and to be solely responsible for any and all damage. Digii.Net shall provide to the City with telephone numbers of personnel responsible for servicing the equipment on a 24-hour basis, which shall be maintained in the San Juan County Communications Dispatch Center.
13. **Business Registration Fee.** Digii.Net hereby agrees to register as a business with the City of Aztec to pay a business registration fee as required by City ordinance.
14. **Administration.** It is understood by the parties that once this lease agreement is entered into, the lease will be administrated on behalf of the City by the City Manager, of the City of Aztec.
15. **Notice.** For the purposes of any notices to be provided herein, the address of the City is City of Aztec, 201 W. Chaco, Aztec, NM 87410, and the address of Digii.Net is Digii.Net 200W. Main, Farmington, NM 87401. These addresses are for purposes of notice, may be changed by either party by sending written notice there of to the other, certified mail, return receipt.
16. **Choice of Law.** This agreement shall be interpreted and construed under the laws of the State of New Mexico.

17. **Severability.** Should any provisions or clause of this agreement be found or ruled to be invalid or void, such finding or ruling shall not affect the enforceability of any other provision hereof.
18. **Entire Agreement.** This Agreement sets out the entire understanding of the parties unless in writing and signed by both parties and the date hereof.
19. **Interference.** Digii.Net shall install and use FCC approved electronic equipment in such a way that it will not interfere with the operation of any existing radio or electronic equipment presently in operation at the Airport. If there is radio or electronic interference with any existing equipment, Digii.Net shall immediately make such modifications as necessary to eliminate the cause of interference at no cost to the City of Aztec, or Digii.Net will discontinue use of said equipment until the cause of interference has been eliminated. If the interference is not eliminated within ten (10) days after receipt of notice, this agreement may be terminated forth with.

City of Aztec, City

Attest:

By _____
Steve Mueller City Manager

Karla Saylor City Clerk

Joseph S. O'Neal/ Digii.Net

Staff Summary Report

MEETING DATE: August 14, 2018

AGENDA ITEM: XII. BUSINESS ITEM (A)

AGENDA TITLE: Intent to Adopt Ordinance 2018-482 Municipal Gross Receipts Tax

REQUESTED BY: Finance Department

REQUESTED: Approval of Intent to Adopt Ordinance 2018-482

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.

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

Aztec: 8%

Bloomfield: 8.1875%

Farmington: 7.625%

Kirtland: 6.625%

Remainder of County: 6.5625%

TAX RATE HISTORY:

The current gross receipts tax rate within the municipal limits of Aztec is 8%. The 8% includes tax increments for the state, county and city. The last rate increase implemented by the City was effective in 2004 (ordinance 2003-304 & 2003-305), .375% (capital & Infrastructure local options), and established the Capital Projects Fund. Currently, the revenues generated by this increase are pledged to the debt incurred on the library and Tiger reservoir complex.

Effective Date	City %	County %	State % **	Total Rate %
July 2002	1.3750	0.3750	4.500	6.2500
January 2003	1.4375	0.3750	4.500	6.3125
July 2003	1.4375	0.5625	4.500	6.5000
January 2004	1.4375	0.6875	4.500	6.6250
July 2004	1.8125	0.6875	4.500	7.0000
January 2005	1.8125	0.6875	5.000	7.5000
July 2005	1.8125	0.8125	5.000	7.6250
July 2010	1.8125	0.8125	5.125	7.7500
January 2014	1.8125	0.8750	5.125	7.8125
January 2015	1.8125	1.0625	5.125	8.0000

** 1.225% of the state rate is distributed back to municipalities, effective July 2010

AZTEC TAX RATE INCREMENTS:

<i>Local Option Taxes</i>	<i>Maximum Rate</i>	<i>Increments Enacted</i>	<i>Fund</i>	<i>Total Rate</i>	<i>Available</i>
Municipal	1.5000	0.2500 (7-1978)	General	1.2500	0.250
		0.2500 (7-1979)			
		0.2500 (1-1982)			
		0.5000 (7-1985)			
Infrastructure	0.2500	0.1250 (7-1992)	Road	0.2500	0.000
Capital Outlay	0.2500	0.1250 (7-2004)	Capital		
Environmental	0.0625	0.2500 (7-2004)	Capital	0.2500	0.000
Hold Harmless	0.0625	0.0625 (1-2003)	Jnt Util	0.0625	0.000
	0.3750			0.0000	0.375
Total Local Rate				1.8125	

TAX INCREMENTS AVAILABLE:

Municipal - .25% is available to the City and may be implemented as .125% or .25%. No election is required and revenues may be directed to the General Fund or dedicated to specific purpose(s).

Hold Harmless - .375% is available to the City and may be implemented as .125%, .25% or .375%. Enactment of any portion of the hold harmless tax rate will result in a reduction of the hold harmless distribution to the City. No election is required and revenues may be directed to the General Fund or dedicated to specific purpose(s). Full enactment (.375%) would increase revenues to the City for approximately 4 years after which the City would lose revenues due to the reduction in the hold harmless distribution to the City, based on the schedule in 7-1-6.46 NMSA 1978 and no assumption of growth or changes in current statutes.

REVENUE PROJECTION:

For budget purposes, based on FY18 gross receipts distribution, 1/8 of one percent (.125%) would generate an additional \$128,000 annually. Using gross receipts distributions for FY17 & FY18 (the two lowest years of a five year period), the projection is \$124,000; using a five year period (FY14 to FY18), the projection increases to \$152,000.

New Mexico Taxation and Revenue will assess a 3.25% administrative fee on any tax increment. Based on a 1/8 of one percent increase, the administrative fee would increase by \$4,160 (administrative fees are included in the General Fund Finance Department budget and are currently budgeted at \$47,000 for FY19).

IMPACT TO CITIZENS:

.125% increase to gross receipts tax rate

<i>Amount Spent</i>	<i>Current Tax Amount</i>	<i>New Tax Amount</i>	<i>Increase Tax</i>
\$ 10.00	0.80	0.81	.01
\$100.00	8.00	8.13	.13

.25% increase to gross receipts tax rate

<i>Amount Spent</i>	<i>Current Tax Amount</i>	<i>New Tax Amount</i>	<i>Increase Tax</i>
\$ 10.00	0.80	0.83	.03
\$100.00	8.00	8.25	.25

TIMELINE:

To enact a new rate on January 1, 2019 (assuming no voter petition):

August 14, 2018: Intent to Adopt Ordinance

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

ORDINANCE:

Ordinance 2018-482 is currently drafted enacting .125% of the municipal gross receipts tax with revenues directed to the General Fund (no specific purpose). The attached ordinance has been submitted to New Mexico Taxation and Revenue for their review and has been approved.

If Commission desires to implement the full amount available (.25%) under the municipal gross receipts and/or dedicate to specific purpose(s), those changes must be reflected in the motion.

The Finance Department does not recommend implementation of any portion of the Hold Harmless Gross Receipts Tax.

SUPPORT DOCUMENTS: Ordinance 2018-482 Intent to Adopt Municipal Gross Receipts Tax

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the Intent to Adopt Ordinance 2018-482 Municipal Gross Receipts Tax

ORDINANCE NUMBER 2018-482
ADOPTING A MUNICIPAL GROSS RECEIPTS TAX
Amending Chapter 27, Article 1 Gross Receipts Tax

BE IT ORDAINED BY THE GOVERNING BODY OF
City of Aztec:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to **one-eighth of one percent (.125%)** of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "municipal gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No municipal gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;
- B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or
- C. direct broadcast satellite services.

Section 4. Dedication. Revenue from the municipal gross receipts tax will be used for the purpose(s) listed below:

To the General Fund of the City of Aztec

Section 5. Effective Date. The effective date of the municipal gross receipts tax shall be January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission has amended Article 1 within Chapter 27 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 C. Snover

ATTEST:

Karla Saylor, City Clerk CMC

Advertised Date of Final Adoption:

Effective Date of Ordinance:

Staff Summary Report

MEETING DATE: August 14, 2018
AGENDA ITEM: XIV. LIQUOR LICENSE HEARING (A)
AGENDA TITLE: 550 Brewing Company, LLC-Off Site Location Liquor License

ACTION REQUESTED BY: 550 Brewing Company, LLC DBA 550 Brewing Company
ACTION REQUESTED: Approval of 550 Brewing Company, LLC- Small Brewer Off-Site Location Liquor License
SUMMARY BY: Karla Saylor/Delain George

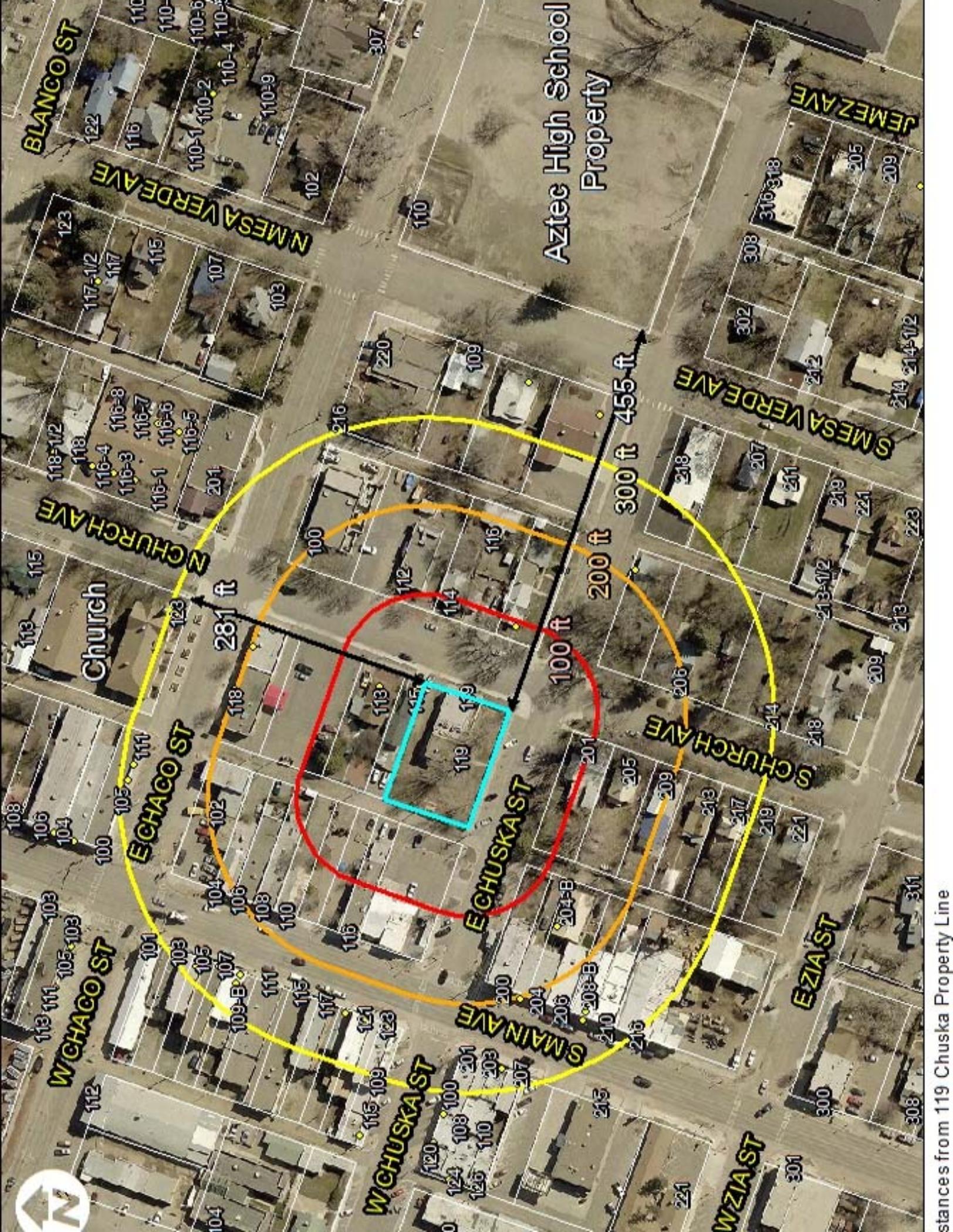
PROJECT DESCRIPTION / FACTS

- The City Of Aztec received the attached certified letter from the Division of Alcohol & Gaming indicating their conditional preliminary approval for a Small Brewer Off-Site Location Liquor License Application.
- 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, LLC will be located at 119 E. Chuska St, Aztec, NM and is within 300 feet of a church. The Aztec Presbyterian Church located at 205 N Church is 281 feet from 119 E. Chuska St.
- 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 July 13, 2018 and July 20, 2018).

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

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Small Brewer Off Site Liquor License for 550 Brewing Company, LLC located at 119 E. Chuska St. Aztec, NM.



Aztec High School
Property

BLANCO ST

JEMEZ AVE

N MESA VERDE AVE

S MESA VERDE AVE

N CHURCH AVE

Church

S CHURCH AVE

ECHACO ST

ECHUSKA ST

W CHACO ST

S MAIN AVE

EZIA ST

W CHUSKA ST

WZIA ST



Distances from 119 Chuska Property Line



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

June 28, 2018

Certified Mail No.: 9171 9690 0935 0079 1768 87

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

9171 9690 0935 0079 1768 87

RE: Lic. No. /Appl. No.: Application No. 1091124
Name of Applicant: 550 Brewing Company, LLC
Doing Business As: 550 Brewing Company
Proposed Location: ~~119 N. Main Ave.~~, Aztec, New Mexico 87410
119 E. Chuska St.

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 FIRST OFF-SITE LOCATION 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

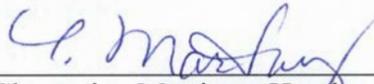
Securities Division
(505) 476-4580

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



RECEIVED
2070128
APR 17 2018

AGD USE ONLY: Payment | Application Fee \$ 200 Received on: 4-17-18 Receipt No. _____
License Fee \$ _____ Received on: _____ Receipt No. _____
Application # 1091124 Local Option District: City of Aztec ALCOHOL & GAMING DIVISION

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. _____ Application Filed _____

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: SSO 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 E. Chuska St., Aztec, San Juan County, NM 87410

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: Off Site 69019

Mailing Address: 7 RD 2794

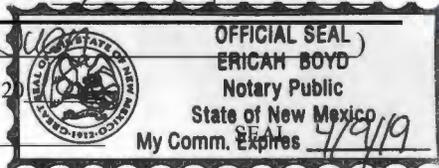
Agent/Contact Person: Mike Paschall Phone#: 505-402-9300 Email: mike@550brew.com

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: 4/14/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of San Juan)
SUBSCRIBED AND SWORN TO before me this 4th day of April, 2018
By: Mike Paschall Notary Public: [Signature]
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: _____



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PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

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): City of Aztec

B. Date and Term of Lease: 4/1/1/ 1 Year Option to renew for 1 additional 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 United Methodist Church Miles/feet: 364 Ft.

Address/location of Church: 123 E. Chaco St., Aztec, NM 87410

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 500 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),
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 183

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): 1st off site location

*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,

119 E. Chuska, Aztec NM 87410 is located in the C-1 (Limited Retail / Neighborhood Commercial District). Alcohol sales are allowed in the C-1 District. 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

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APR 17 2018

ALCOHOL & GAMING DIVISION

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