

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
December 11, 2018
201 W. Chaco, City Hall
5:15 p.m.

5:15 p.m.

A. Aztec Municipal Golf Course Discussion

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

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

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: Workshop
AGENDA TITLE: Aztec Municipal Golf Course Discussion

ACTION REQUESTED BY:
ACTION REQUESTED: None – Discussion Only
SUMMARY BY:

PROJECT DESCRIPTION / FACTS

The City of Aztec entered into an agreement to operate the Aztec Municipal Golf Course, formerly known as Hidden Valley Golf Course, in February 2015. The lease agreement for the course between HVCC and the City was initially executed in February 2015 and was a two year agreement. A new agreement was executed in April 2017.

The City was the primary operator of the course until December 2016 at which time the City executed an agreement with Randy Hodge dba Ruby's in the Valley to provide management services.

Golf Course Discussion Summary

Hidden Valley Golf Course:

Current Golf Course Lease Agreement summary between HVCC and City of Aztec Agreement commenced on May 1, 2017 and expires February 28, 2019 with renewal options.

Year 1 leased for \$10,000 annually paid monthly
Year 2 leased for \$15,000 annually paid monthly
Year 3 leased for \$20,000 annually paid monthly

If renewed for an additional 2 years

Year 1 lease payment would be \$25,000 annually paid monthly
Year 2 lease payment would be \$25,200 annually paid monthly

Golf Carts:

Two agreements with Yamaha Golf Carts for a total of 40 Carts

1st agreement: (March 28, 2015 thru April 28, 2020) 26 carts \$1248.00 monthly payment for 60 mos.

Final payment at end of agreement \$47,321.51 which gives the City ownership of 26 carts

2nd agreement: (April 28, 2015 thru April 26, 2020) 14 carts \$672.00 monthly payment for 60 mos.

Final payment at end of agreement \$25,480.81 which gives the City ownership of 14 carts

Final cost for 40 golf carts including monthly payments and ending balloon payments =
\$ 188,002.32

Operating Agreement for Golf Course Management:

Summary of current operating agreement for Golf Course Management between the City of Aztec and Randy Hodge dba as Ruby's in the Valley.

Agreement commenced on December 20, 2016 with an initial term of three years expiring December 31, 2019.

The City is responsible for the yearly lease payment to HVCC and Yamaha Motor Corporation.

The City is responsible for the cost of the annual liquor license leased to the Contractor. The Contractor will reimburse the City the cost of the license.

The Contractor shall reimburse the City for twenty percent (20%) of the daily golf cart rental fees received by the contractor.

**CITY OF AZTEC
OPERATING AGREEMENT
FOR GOLF COURSE MANAGEMENT**

THIS AGREEMENT is made and entered into on the 20th day of December, 2016, by and between the CITY OF AZTEC a New Mexico municipal corporation, 201 West Chaco, Aztec, New Mexico 87410 (hereinafter referred to as "City"), and RANDY HODGE dba RUBY'S IN THE VALLEY, 1901 West Aztec Boulevard, Aztec, New Mexico 87410 (hereinafter referred to as "Contractor")

RECITALS

1. The City presently operates the Aztec Municipal Golf Course ("AMGC") under a grounds and facilities lease between H.V.C.C., A LIMITED LIABILITY COMPANY ("HVCC") and the City.
2. The City wishes to engage the Contractor to provide management services for the full operation of the AMGC on a management fee basis.
3. The City and the Contractor wish to enter into an agreement for services for the Contractor's operation of the AMGC.

NOW THEREFORE the parties do mutually agree as follows:

1. SCOPE OF WORK

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed in RFP 2017-592, Management Services AMGC, attached hereto as Exhibit "A" and made a part hereof.

2. TIME OF PERFORMANCE

This Agreement shall have an initial term of three (3) years and may be renewed upon the mutual agreement of the parties for two (2) additional terms, the first such renewal term being for three (3) years and the second such renewal term being for two (2) years. The initial term of this Agreement and all renewals hereof shall not exceed a total term of eight (8) years pursuant to Section 13-1-150, NMSA 1978. The continuation of performance of this Agreement in subsequent fiscal periods shall be specifically subject to the funding provisions of Section 13-1-152, NMSA 1978. Services of the Contractor shall commence on January 1, 2017 and shall terminate on December 31, 2019 for the initial term of the Agreement. Annual reviews of this Agreement shall be required and shall be completed by December 15th annually. The services which are the subject of this Agreement shall be continued in such sequences as to assure their relevance to the purposes of this agreement.

3. ACCESS TO INFORMATION

It is agreed that all information, data, reports, records, maps, etc. as are existing, available and necessary for the carrying out of the services outlined in this Agreement shall be furnished to the Contractor by the City and its agencies. No charge will be made to the Contractor for such information and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the services described in this Agreement.

4. REVENUES AND DISBURSEMENTS

The Contractor shall be responsible for the receipt and accounting of all revenues for the AMGC and for the timely disbursement of all costs and expenses associated with the operation of the AMGC, with the exception of the following costs and expenses which shall be the responsibility of the City:

- 1) All lease payments to HVCC under the grounds and facilities lease for the AMGC, as set forth in paragraph 5 below.
- 2) All payments to Yamaha Motor Corporation, U.S.A. which became due under the Conditional Sale Agreements with the City dated March 3, 2015 and March 30, 2015, and any renewal thereof, for golf carts in use at the AMGC, as set forth in paragraph 5 below.

5. COMPENSTION AND METHOD OF PAYMENT

As and for compensation to the Contractor for the Management services which are the subject of this Agreement the City, shall pay to the Contractor or on his behalf the following amounts:

- a) In year one (1) of this Agreement the total sum of Thirty Four Thousand Dollars (\$34,000.00). Ten Thousand Dollars (\$10,000.00) of that total sum shall be paid by the City to HVCC as lease payments under the ongoing grounds and facilities lease for the AMGC. Twenty Four Thousand Dollars (\$24,000.00) of that total sum shall be paid by the City to Yamaha Motor Corporation, U.S.A. as payments due under the Conditional Sale Agreements with the City dated March 3, 2015 and March 30, 2015, and any renewal thereof, for golf carts in use at the AMGC.
- b) In year two (2) of this Agreement the total sum of Thirty Nine Thousand Dollars (\$39,000.00). Fifteen Thousand Dollars (\$15,000.00) of that total sum shall be paid by the City to HVCC as lease payments under the ongoing grounds and facilities lease for the AMGC. Twenty Four Thousand Dollars (\$24,000.00) of that total sum shall be paid by the City to Yamaha Motor Corporation U.S.A. as payments due under the Conditional

Sale Agreements with the City dated March 3, 2015 and March 30, 2015, and any renewal thereof, for golf carts in use at the AMGC.

- c) In year three (3) of this Agreement the total sum of Forty Four Thousand Dollars (\$44,000.00). Twenty Thousand Dollars (\$20,000.00) of that total sum shall be paid by the City to HVCC as lease payments under the ongoing grounds and facilities lease for the AMGC. Twenty Four Thousand Dollars (\$24,000.00) of that total sum shall be paid by the City to Yamaha Motor Corporation, U.S.A. as payments due under the Conditional Sale Agreements with the City dated March 3, 2015 and March 30, 2015 and any renewal thereof, for golf carts in use at the AMGC.
- d) The City shall pay the cost of the annual liquor license leased to the Contractor for his use at the AMGC (\$1,300.00 based on 2016 liquor license cost). The Contractor shall reimburse the City annually for the actual liquor license cost paid by the City.
- e) The Contractor shall reimburse the City for twenty percent (20%) of the daily golf cart rental fees received by Contractor. This payment shall be made monthly.

6. OWNERSHIP OF DOCUMENTS

All documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents

7. STATUS AS INDEPENDENT CONTRACTOR

The parties acknowledge and agree that the Contractor shall carry out all the terms of this Agreement as an Independent Contractor and not as an agent, servant, employee or partner of the City.

8. CLAIMS

The Contractor shall save and hold the City free from claims that might arise in connection with the services the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses and costs, that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group. The Contractor also agrees to pay any and all claims for wages and benefits for any employees hired by the Contractor.

9. NO AGENCY RELATIONSHIP CREATED

No agency relationship is created by the formation of this Agreement. The Contractor shall not be considered an express or implied agent of the City. The Contractor shall not bind the City to any contracts with third parties and shall not name the City as a party to a contract with a third party without the express written consent of the City. Further, in the event the Contractor, in his individual capacity, contracts with a third party, the Contractor shall specifically advise said third party that the Contractor is not acting as an agent of the City.

10. BRIBES, GRATUITIES AND KICKBACKS

Pursuant to Section 13-1-191, NMSA 1978, reference is made to the criminal laws of this state (including Section 30- 41-1 through Section 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (Section 13-1-28 through Section 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

11. ADDRESS OF NOTICES AND COMMUNICATIONS

CITY: City of Aztec
Attn: City Manager 201 W Chaco
Aztec, NM 87401

CONTRACTOR: Randy Hodge dba
Ruby's In The Valley
1901 W Aztec Blvd
Aztec NM 87401

12. CAPTIONS

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determine its interpretation or application.

13. TERMS AND CONDITIONS

a) **Termination of Contract for Cause** - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

1. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.

b) **Termination for Convenience** - The City or the Contractor may terminate this Agreement at any time by giving at least ninety (90) days notice in writing to the other party. If the Agreement is terminated as provided herein, the Contractor will be paid for the services provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Contractor, paragraph 13a) hereof relative to termination shall apply.

c) **Changes** - The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

d) **Personnel** -

1. The Contractor represents that he/she, or will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of nor have any Agreemental relationship with the City. Such personnel shall be compensated solely by the Contractor.

2. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder as approved by the City shall be specified by written subcontractor and shall include each provision of this Agreement in said subcontract.

e) **Assignability** - The Contractor shall not assign any interest in this Agreement (whether by assignment or notation), without the prior written consent of the City. However, claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

f) **Reports and Information** - The Contractor shall on a monthly basis provide a report to the City Manager. Said report shall provide the information in Exhibit "A" and which may be modified by the City Parks and Recreation Director at his/her discretion so long as the information pertains to the work or services undertaken pursuant to this Agreement. Said reports shall include but not limited to a Gross Receipts Tax (GRT) Report which shall describe in detail the amount of GRT the Contractor has paid in the previous month or reporting period. The costs and obligations incurred or to be incurred in connection with the reports and information required herewith, are the responsibility of the Contractor.

g) **Records and Audits** - The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted in writing by the City.

h) **Findings Confidential** - All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

i) **Copyright** - No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

j) **Compliance with Local Laws** - The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

k) **Equal Employment Opportunity** - During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

3. The Contractor will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub- agreement or, provided that the foregoing provisions shall not apply to Agreements or sub- agreements for standard commercial supplies or raw materials.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (a) through (g) in every sub-agreement or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-agreement or vendor. The Contractor will take such action with respect to any sub-agreement or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for non-compliance.

l) **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

m) **Interest of Members of the City** - No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection

with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Contractor shall take appropriate steps to assure compliance.

n) **Access to Records** - The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts transcriptions or copies. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

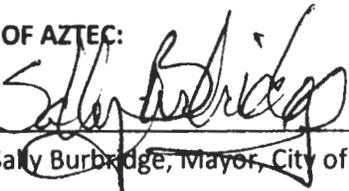
o) **Right of Inspection** - The City shall retain the right to inspect work in progress at any time during the term of the contract.

p) **Compliance with all Federal Work Standards** - The Contractor shall cooperate and coordinate its activities with the City to provide the training to ensure that the Golf Course employees comply with all federal work standards including OSHA standards.

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

CITY OF AZTEC:

BY:


Sally Burbidge, Mayor, City of Aztec

12/20/16
Date

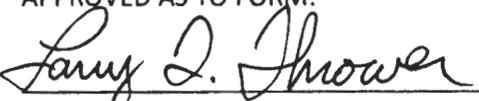
(SEAL)

ATTEST:


Karla Saylor, City Clerk CMC

12/20/16
Date

APPROVED AS TO FORM:


Larry T. Thrower, City Attorney

12/20/16
Date

CONTRACTOR: RANDY HODGE dba
RUBY'S IN THE VALLEY

BY: Randy Hodge
Randy Hodge

Owner/manager
Title

505-330-2402
Phone Number

12/21/16
Date

03-302014-00-0
NM Taxpayer Identification Number

85-0468690
Federal Identification Number or
Social Security Number

EXHIBIT A: SCOPE OF WORK

CONTRACTOR RESPONSIBILITIES:

Administrative oversight of all key operating areas at Aztec Municipal Golf Course (AMGC) such as turf management, golf professional services, food and beverage operations and facilities maintenance shall be provided to ensure that the facility is operated at a level comparable to other local facilities in the area. The contractor shall supervise and direct the administration of all golf course operations including but not limited to the timely operation, completion and/or provision of the following:

1. Turf grass management, general supervision of the golf course and the preparation of grounds for daily play.
2. Custodial services, preventative maintenance, and repairs to the buildings and facilities
3. The procurement of and payment for materials and services necessary to operate and maintain the grounds and facilities including the parking lot.
4. The procurement of and payment for all equipment and its associated maintenance including but not limited to tractors, mowers, sprayers, utility vehicles and hand tools necessary to maintain the golf course grounds in a manner that is consistent with a municipal golf course.
5. Maintenance of golf carts.
6. Timely payment to the City for reimbursement of costs associated with the operations of AMGC to include liquor license. The City will prepare an invoice with support documentation of costs incurred and Provider will make payment within the terms of the invoice.
7. Contractor will not be responsible for golf cart lease payments or HVCC lease payments.
8. The procurement of and payment for all necessary fuel for all equipment including carts necessary for daily operations and course maintenance. The operator will be responsible for the fuel tanks located at the course and shall be responsible for all maintenance and operation of the tanks in compliance with all applicable local, state and federal regulations. The City of Aztec will be under no obligation to replace the fuel tanks if it becomes unusable at any time.
9. The operator will be responsible for providing all materials including but not limited to such items as sprays, sod, grass seed, sand fertilizers, gravel, herbicides, fungicides, signs, litter baskets, testing kits etc. as needed for the maintenance for AMGC. The

operator will be responsible for the proper storage of all chemicals in accordance with all applicable laws and regulations.

10. The operator will be responsible for providing litter baskets, rakes, hazard stakes, signage, tee markers, hole cups, flags and flag poles, ball washers and replacement or repair of above items as needed.
11. Supervision of the starting of play by golfers
12. Development of and adjustments to fee schedule to be coordinated with the City of Aztec; proposed changes must be submitted to the City of Aztec in writing.
13. Provision of rental equipment, (i.e. pull carts, clubs)
14. Supervision of play on the course (rangers).
15. Competent golf instruction for a variety of skill levels.
16. Provision of supplies in the Pro shop (if applicable).
17. Provision of range balls (when applicable).
18. Maintenance of handicapping system
 - a. Keep accurate records so that handicaps may be computed on a regular basis; record changes requested by users on required forms; and administer USGA Handicap Rules & regulations.
19. Maintenance of membership records.
20. Maintenance of weekly and monthly course and facility usage; monthly report of revenues and expenses in sufficient detail to allow City administrators and City Commission to determine course is operated responsibly and in a manner as required by the agreement. Format will be determined upon execution of agreement.
21. Hiring and supervision of all necessary staff to operate and maintain AMGC facilities, grounds and equipment.
22. Enforcement of all rules and regulations relative to the golf course.
23. Pro shop operation is at the discretion of the contractor.
24. Operate and maintain a practice range (when applicable)

- a. Provide range balls that are in a reasonable condition for rental; develop convenient system for dispensing and collecting range balls; keep range tee area neat (when applicable)
25. Maintain a close professional relationship with the City Parks and Recreation Director.
 26. Promote, organize and operate golf tournaments
 - a. Tournaments - Meet with sponsors for the purposes of planning and implementing the details of the tournament, including but not limited to; securing carts, assigning starting times, assigning carts, preparing scorecards and scoring sheets, keep the tournament and field on starting times, keep players moving, record scores, determine winners, be available for rules decisions.
 27. Coordinate with private groups for golf tournaments
 28. Actively promote golf through clinics, films, educational seminars, etc.
 29. Actively promote the Junior Golf Program and the San Juan County First Tee Program
 - a. Prepare and plan Junior golf programs, clinics and junior tournaments.
 - b. Provide an active program to assist the High School Golf Team to improve and grow their programs by working directly with the coach. This will include free play during the Golf Seasons (Spring and Fall). Golf Team will coordinate tee times as not to disrupt Golf Course Operations.
 30. Meet with and provide input to the Aztec Municipal Golf Course Association.
 31. Operate the bar and restaurant in the clubhouse.
 - a. Maintain a clean, efficient, and sanitary operation with a variety of food and beverage choices to suit a variety of customers.
 32. Maintain the facilities and restrooms in a clean and sanitary manner. Provide all the necessary cleaning supplies and equipment to maintain the facilities according to Aztec General Services Department standards.
 33. Maintain all necessary licenses, permits, and certifications
 34. May provide other services which are closely connected to the playing of golf
 35. Aggressive marketing of the Golf Course and it's amenities.

LEASE OF ALCOHOLIC BEVERAGE LICENSE

1. The City agrees to lease its governmental license to sell alcoholic beverages at the Course during the term of the Agreement. The qualified bidder agrees to terms and

conditions as may be set forth in law and regulation including, but not limited to those promulgated by the Alcohol and Gaming Division, Department of Regulations and licensing, State of New Mexico. The qualified bidder agrees and warrants that during the term of the Agreement it will not give authority to other parties to sell alcoholic beverages from anywhere on the course.

2. The City shall pay the cost of the annual liquor license (\$1,300.00 based on 2016 liquor license cost). The Contractor shall reimburse the City annually for the actual liquor license cost paid by the City
3. Operator will be required to obtain liquor liability coverage.

HOURS OF OPERATION

1. The primary operating period shall be daily, daylight to dusk, seven days per week, weather permitting. The golf course schedule may be adjusted during the months of November through March, if the use of the golf course may cause damage to the greens, tees, or other turf areas. Changes to the operating schedule can be made only with the written approval of the City of Aztec.
2. The restaurant and bar will have the same hours of normal operation as the golf course, except the service of liquor as restricted by State Statutes.

UTILITIES

Existing utilities: telephone, internet, electric, gas, water, sewage/garbage, and cable will be procured and paid for by the operator. Expansion of or additional utilities will be coordinated with the City and will be the responsibility of the management firm.

Southside Water Users Association provides potable water to the course and the account remains with HVCC as owner of the water meter. The operator will be responsible to make arrangements with Southside Water Users for monthly receipt of billing statement and timely payment of same.

INSURANCE REQUIREMENTS

1. Commercial General Liability insurance with not less than the following limits shall be provided by the Management firm:
 - a. General aggregate: \$1,000,000.
 - b. Completed operation aggregate \$1,000,000.
 - c. Personal and advertising- injury \$1,000,000 each occurrence.
 - d. Fire damage: \$1,000,000: Medical expense \$5,000.

NOTE: All coverage described above will be obtained by the successful proposer at his/her cost. A Certificate of Insurance shall be provided to the City and the City shall be named as an additional insured under all policies.

2. Workers compensation insurance shall be required under the Laws of the State of New Mexico.
3. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:
 - a. Bodily injury: \$1,000,000 per person \$1,000,000 per accident.
 - b. Property damage: \$500,000 per accident

PERFORMANCE BOND

The City may require the operator to furnish a bond or letter of credit in a form to be prescribed and approved by the City, payable to the City and conditioned upon the Operator faithfully performing all of the requirements of the agreement. Before the agreement shall be executed, the Provider shall furnish a corporate surety bond as security for the performance of the agreement. Said bond must be in the amount of not less than one-hundred fifty thousand dollars (\$150,000). If the Provider defaults on this agreement, then the performance bond shall immediately become due and payable.

CITY OF AZTEC RESPONSIBILITIES:

1. Timely payments of lease agreements executed by the City of Aztec for golf carts with Yamaha Corporation.
2. Timely payments to HVCC in accordance with facility lease agreement between the City and HVCC.
3. City owned equipment which will remain at AMGC for the use by Contractor for the operation and maintenance of AMGC. Contractor will be responsible for the maintenance and service of equipment.
 - a. Yamaha Golf Carts
 - b. Greensmaster 3250-D (2)
 - c. Turf Pride Top Dresser
 - d. Auto Hoist
 - e. Toro Computer System
 - f. Irrigation System PLC
 - g. 300 Gallon Diesel Tank with Containment Reservoir
 - h. Technology equipment including personal computers (3), printer, wireless access points (2), bridge, network switch, flat screen television
 - i. Aaladin power washer - Model #12-216 ES

GOLF COURSE LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of April, 2017, by and between H.V.C.C., A LIMITED LIABILITY COMPANY, a New Mexico domestic limited liability company, P.O. Box 1078, Farmington, New Mexico 87499, hereinafter referred to as "Lessor", and the CITY OF AZTEC, NEW MEXICO, a New Mexico municipal corporation, 201 West Chaco, Aztec, New Mexico 87410, hereinafter referred to as the "City" or "Lessee".

RECITALS

1. Lessor is the owner of an eighteen (18) hole regulation golf course known as the Hidden Valley Golf Course, located at 29 Road 3025, Aztec, New Mexico 87410.
2. Lessor desires to lease to the City and the City desires to lease from Lessor the Hidden Valley Golf Course.

NOW THEREFORE, in consideration of the mutual covenants and promises set out herein, Lessor and City agree as follows:

SECTION ONE **DESCRIPTION OF PREMISES**

Lessor hereby leases to City the following described golf course premises located at 29 Road 3025, Aztec, New Mexico:

1. An eighteen (18) hole regulation golf course together with the clubhouse, all outbuildings and other fixtures located on the golf course, known as Hidden Valley Golf Course, which property is more particularly described on Exhibit "A" which is attached hereto and made a part hereof.

2. The outbuildings located on the golf course specifically include the following:
 - a. Maintenance Garage
 - b. Cart Barn
 - c. Covered Shed

3. The golf course is rented furnished and equipped with all of those items of furniture, fixtures and equipment set out on the Hidden Valley Golf Club Inventory which is attached hereto as Exhibit "B" and made a part hereof.

SECTION TWO
TERM

The initial term of this Lease Agreement shall be for a period of three (3) years, to commence on May 1, 2017, and to end on February 28, 2019. City may renew this Lease Agreement for three (3) additional terms of two (2) years each with the lease provisions and the rent to be negotiable at the beginning of each additional two (2) year term. City shall provide Lessor with thirty (30) days written notice of the City's intent to renew this Lease Agreement at the end of the initial or any subsequent renewal term.

SECTION THREE
RENT AND UTILITIES

City shall pay to Lessor as rent for the leased golf course premises the annual sum Ten Thousand dollars (\$10,000), paid monthly, during the first year of the initial term of this Lease Agreement. City shall pay to Lessor as rent for the leased golf course premises the annual sum of Fifteen Thousand Dollars (\$15,000), paid monthly, during the second year of the initial term of this Lease Agreement. City shall pay to Lessor as rent for the leased golf course premises the annual sum of Twenty Thousand Dollars (\$20,000), paid

monthly, during the third year of the initial term of this Lease Agreement. City shall pay to Lessor as rent for the leased golf course premises the annual sum of Twenty Five Thousand Dollars (\$25,000), paid monthly, during the first year of the second term of this Lease Agreement. City shall pay to Lessor as rent for the leased golf course premises the annual sum of Twenty Five Thousand Two Hundred Dollars (\$25,200), paid monthly, during the second year of the second term of this Lease Agreement. In the event any further renewals of the Lease Agreement shall be made, the rent shall be negotiable between the parties at the beginning of each additional renewal term. All payments of rent shall be paid by City to Lessor on or before the first day of each month at Lessor's address set forth above or as may be otherwise directed by Lessor in writing.

SECTION FOUR PEACEFUL POSSESSION

Lessor covenants that City, upon paying the rental and performing the conditions and covenants contained in this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the demised golf course premises for the stated term, and at the end or other expiration of the term shall deliver up the demised premises in good order or condition, normal wear and tear and damage by the elements excepted.

SECTION FIVE PURPOSE

City covenants and agrees to take good care of the demised golf course premises and to use the premises only in the operation of the regulation eighteen (18) hole golf course presently existing on the premises. City agrees not to use or permit the premises or any part of the premises to be used for any other purpose without the prior, express, and written consent of Lessor.

SECTION SIX MAINTENANCE AND REPAIR

City shall, at its sole cost and expense, keep and maintain the demised golf course premises in good maintenance and repair during the term of this

Lease Agreement and any renewal of same. All major and minor maintenance and repair of the premises shall be the responsibility of City.

SECTION SEVEN
COMPLIANCE WITH LAWS

City, at City's own cost and expense, shall promptly comply with all laws, orders and regulations of federal, state, county, municipal and township authorities and with any direction of any public officer or officers pursuant to law that shall impose any regulation, order, or duty upon Lessor or City with respect to the demised golf course premises or the use and occupation of the premises as part of the operation of the golf course business.

SECTION EIGHT
SUBLETTING AND ASSIGNMENT

City shall not sublet the demised golf course premises or any portion of the premises, nor shall this Lease Agreement be assigned by City, without the prior express and written consent of Lessor, which shall not be withheld unreasonably.

SECTION NINE
DEFAULT OF CITY

A. If City shall default in any of the terms and conditions of this Lease Agreement, or if the golf course is not kept in good operating condition, or if City shall abandon the property, then in any one or more of such events, upon the Lessor serving written thirty (30) days' notice upon City specifying the nature of the default, and upon expiration of such thirty (30) days, City shall have failed to comply with or remedy the default, or if the default cannot be completely cured or remedied within such thirty (30) days, and, if City has not diligently commenced curing the default within such thirty (30) day period and shall not with reasonable diligence and in good faith proceed to remedy the default, then Lessor may serve a thirty (30)day notice of cancellation of this Lease Agreement upon City. On the expiration of the notice period, this Lease Agreement and its term shall end and expire as fully and completely as if the date of expiration of such thirty (30) day period were the day fixed in this Lease Agreement for the end and expiration of

the Lease Agreement. City shall then quit and surrender the demised premises to Lessor.

B. If City shall default in the payment of the rent provided in this Lease Agreement or any item of additional rent, or any part of either, or in making any other payment provided in this Lease Agreement, then Lessor may, upon thirty (30) days' written notice, reenter the demised premises either by force or otherwise and dispossess City by summary proceedings or otherwise and remove City's effects and hold the demised premises as if this Lease Agreement had not been made.

SECTION TEN IMPROVEMENTS, ALTERATIONS, AND REPAIRS

A. City has examined the demised golf course premises and accepts them in their present condition. City shall keep the premises in good condition and make repairs to and paint the structures thereon as may be found necessary to keep them in good appearance, all at City's own cost and expense. At the end of the initial term, and any and all renewals, if any, City shall quit and surrender the premises in as good condition as reasonable use of the premises will permit. City shall not make any major alterations, additions, or improvements to the premises without the prior, express and written consent of Lessor, which shall not be withheld unreasonably. The following items, however, shall require no consent from Lessor: (1) repair and improvement of all tees; (2) repair of sand traps and addition of sand if required; (3) fertilizing and seeding of all fairways; (4) fertilizing greens and installation of new flagpoles; and (5) installation of new tee benches, markers and ball washers.

B. All erections, alterations, additions, and improvements, whether temporary or permanent in character, that may be made upon the demised golf course premises either by City, or Lessor, except furniture or movable trade fixtures installed at the expense of City shall be the property of Lessor and shall remain upon and be surrendered with the premises as part of the premises at the termination of this Lease Agreement, without compensation to City. City further

agrees to keep the premises and all parts of the premises in a clean and sanitary condition, free from inflammable materials and trash.

SECTION ELEVEN
MECHANICS' LIENS

In the event that any mechanic's lien is filed against the demised golf course premises as a result of alterations, additions, or improvements made by City, Lessor, at Lessor's option, after thirty (30) days' notice to City, may terminate this Lease Agreement and may pay the lien, without inquiring into its validity. City shall promptly reimburse Lessor for the total expense incurred by Lessor in discharging the lien, as additional rent.

SECTION TWELVE
LIABILITY OF LESSOR

Lessor shall not be responsible for the loss of or damage to property, or injury to persons, occurring in and about the demised golf course premises, by reason of any existing or future condition, defect, matter, or thing in or on the premises or the property of which the premises are a part, or for the acts, omissions, or negligence of other persons in and about the premises.

SECTION THIRTEEN
LIABILITY INSURANCE

A. Lessor, at Lessor's own cost and expense, shall maintain all applicable policies of insurance in force at the execution of this Agreement and shall name City as an additional loss payee on the liability policy only.

B. City, at City's own cost and expense, shall procure liability insurance covering City and Lessor against any and all actions, suits, damages, loss, claims, and judgments arising out of any injuries that may be suffered by persons, lawfully using the golf course. A certificate of such insurance shall be immediately furnished to Lessor by City upon issuance of the insurance policy or policies.

SECTION FOURTEEN
FIRE INSURANCE

City shall, at City's own cost and expense, procure adequate fire insurance to protect City's and Lessor's interest in connection with the operation of the golf course business. Lessor shall also maintain and pay for fire insurance covering all buildings and structures owned by Lessor and used in the operation of the golf course until such time as the golf course real property shall be sold.

SECTION FIFTEEN
TAXES

Lessor shall pay all real estate taxes and assessments on the demised golf course premises during the term of this Lease Agreement and any renewals hereof.

SECTION SIXTEEN
WAIVER

A. Failure of Lessor to seek redress for violations of, or to insist upon the strict performance of, any covenants or conditions of this Lease Agreement and any and all extensions and renewals, shall not prevent a subsequent act that would have originally constituted a violation from having the force and effect of an original violation.

B. The receipt by Lessor of rent with knowledge of the breach of any covenant of this Lease Agreement shall not be deemed a waiver of the breach, provided that the provisions of Section Eight of this Lease Agreement are complied with.

C. No provision of this Lease Agreement or any of the agreements covering the rental of the golf course real property or the sale of the golf course business shall be deemed to have been waived by Lessor unless such waiver is in writing and signed by Lessor.

SECTION SEVENTEEN

GOLF COURSE NAME

City shall use the name Aztec Municipal Golf Course, only, in connection with the operation of the golf course during the term of this Lease Agreement and all renewals of this Lease Agreement.

SECTION EIGHTEEN IRRIGATION AND USE OF WATER PIPE CONNECTIONS

Lessor hereby grants to City the privilege of connecting the fairways of the golf course with all water sources by the use of existing irrigation pumps and pipes, connections, spigots, sprinklers and other such equipment. Such equipment shall be maintained at City's own cost and expense. Lessor represents that all of the greens of the golf course have water pipes connected to the water supply of the Lower Animas Ditch, and it is agreed that such water pipe connections shall not be disturbed without the prior, express, and written consent of Lessor, except to maintain and improve same as may become reasonably necessary.

SECTION NINETEEN UTILITES

A. City shall supply and pay for the cost of water, heat, light, and power to the demised golf course premises. City shall transfer the Lower Animas Ditch Company account to City using City's existing water rights. Lessor shall take such action as may be necessary to terminate, suspend, or transfer its Lower Animas Ditch Company account to City.

B. Upon termination of this Agreement City will guarantee the use of water to Lessor in the same amount, cost and term as in the original agreement between Lessor and the San Juan County Water Commission.

SECTION TWENTY

INSPECTION BY LESSOR

Lessor shall have the privilege of inspecting the demised golf course premises semiannually during the duration of this Lease Agreement and any and all renewals by giving City ten (10) days' prior written notice of the inspection.

SECTION TWENTY-ONE UTILITY METERS

All present meters covering the use of electricity, gas and water pertaining to the operation of the golf course shall be transferred to the name of City which shall assume and pay all such meter charges.

SECTION TWENTY-TWO EMINENT DOMAIN

If all or any part of the property on which the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease Agreement, at the option of Lessor, shall terminate.

SECTION TWENTY-THREE ARBITRATION

Any dispute arising under this Lease Agreement shall be settled arbitration. Lessor and City shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The finding and award of the three arbitrators thus chosen shall be final and binding on the parties to this Lease Agreement.

SECTION TWENTY-FOUR NOTICES

Service of any notice required or agreed to be given under this Lease Agreement shall be sufficient if sent by certified or registered mail addressed if given by Lessor, to City at the demised premises, or if given by City addressed to Lessor's address above set forth.

SECTION TWENTY-FIVE
EXCLUSIVITY

The foregoing rights and remedies are not intended to be exclusive, but are in addition to all rights and remedies Lessor and City would otherwise have by law.

SECTION TWENTY-SIX
BINDING EFFECT

All of the terms and conditions of this Lease Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, and assigns of the City and Lessor.

SECTION TWENTY-SEVEN
TERMINATION

In the event a state of war shall exist in the United States, or in the event City is unable to carry on the golf course business due to severe protracted illness or act of God, then Lessor agrees that City shall not be held liable for failure to perform City's obligations under this Lease Agreement or any renewals to be performed by City, provided, however, (a) City shall first execute and deliver to Lessor a general release, releasing Lessor of any and all of its obligations under this Lease Agreement, renewals thereof, and by executing any and all further documents that may be required to clear the real property record with respect to the subject matter of this Lease Agreement; and provided, further (b) that the golf course and the buildings thereon demised under this Lease Agreement have been left in good condition, except for the reasonable wear and tear.

Either City or Lessor may terminate this Lease Agreement without cause upon ninety (90) days written notice to the other party.

SECTION TWENTY-EIGHT
GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico.

SECTION TWENTY-NINE
ATTORNEY FEES

In the event that any action is filed in relation this Lease Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION THIRTY
ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

SECTION THIRTY-ONE
MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION THIRTY-TWO
COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

SECTION THIRTY-THREE

PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be sued to explain, modify, simplify, or aid in the interpretation of the provision of this Lease Agreement.

In witness whereof, each party to this Agreement has caused it to be executed at Aztec, New Mexico on the date first indicated above.

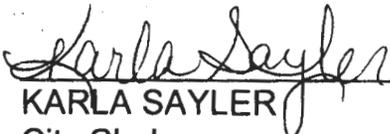
LESSOR:
H.V.C.C., A LIMITED LIABILITY COMPANY

By: _____
DAVID G. BACON
Managing Member

LESSEE:
CITY OF AZTEC

By: _____
JOSHUA W. RAY
City Manager

ATTEST:



KARLA SAYLER
City Clerk

APPROVED BY:

Larry T. Thrower

LARRY T. THROWER
Aztec City Attorney

STATE OF NEW MEXICO)
)
COUNTY OF SAN JUAN)

2017 SUBSCRIBED AND SWORN TO before me this 25 day of April
~~2015~~, by DAVID G. BACON, Managing Member of H.V.C.C., A LIMITED
LIABILITY COMPANY.

Notary Public *Karla H. Sawyer*

My commission expires: 8-5-20





YAMAHA

Commercial Customer Finance

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of March 3, 2015 by and between Yamaha

Motor Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress,

California 90630 and CITY OF AZTEC

(hereinafter call "Purchaser") having its principal office and place of business at _____

201 W CHACO, AZTEC, NM 87410

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on the Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of The Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

OR COMMERCIAL LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or the Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to the Equipment Schedule (excepting only Federal, state and local taxes based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and the Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or the Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or the Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or.

(c) Any representation or warranty made by Purchaser in the Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or the Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or the Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary transfer Constitutes Default.

Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations.

Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement.

Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in the Equipment Schedule and that this Agreement and the Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor the Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. The Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

CITY OF AZTEC _____

YAMAHA MOTOR CORPORATION, U.S.A. _____

By: [Signature] _____

By: _____

Print Name: Joshua W. Ray _____

Print Name: Kim Ruiz _____

Title: City Manager _____

Title: Vice President _____

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of the Company, to negotiate, execute and deliver the Conditional Sale Agreement dated as of March 3, 2015, _____, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

Secretary

SEAL

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 111618

Dated March 03, 2015

1. This Schedule covers the following property ("Equipment"):

26 YDRA GOLF CARS

2. Location of Equipment:

HIDDEN VALLEY GOLF CLUB

29 CR 3025

AZTEC, NM 87410

3. The Terms for the Equipment described herein shall commence on March 28, 2015 and shall consist of 60 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

60 MONTHLY PAYMENTS IN THE AMOUNT OF \$1,248.00 (APPLICABLE TAXES TO BE BILLED).

STARTING MARCH 2015 AND ENDING FEBRUARY 2020. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:

Mar-15 \$1,248.00	Jan-16 \$1,248.00	Jan-17 \$1,248.00	Jan-18 \$1,248.00	Jan-19 \$1,248.00	Jan-20 \$1,248.00
Apr-15 \$1,248.00	Feb-16 \$1,248.00	Feb-17 \$1,248.00	Feb-18 \$1,248.00	Feb-19 \$1,248.00	Feb-20 \$1,248.00
May-15 \$1,248.00	Mar-16 \$1,248.00	Mar-17 \$1,248.00	Mar-18 \$1,248.00	Mar-19 \$1,248.00	
Jun-15 \$1,248.00	Apr-16 \$1,248.00	Apr-17 \$1,248.00	Apr-18 \$1,248.00	Apr-19 \$1,248.00	
Jul-15 \$1,248.00	May-16 \$1,248.00	May-17 \$1,248.00	May-18 \$1,248.00	May-19 \$1,248.00	
Aug-15 \$1,248.00	Jun-16 \$1,248.00	Jun-17 \$1,248.00	Jun-18 \$1,248.00	Jun-19 \$1,248.00	
Sep-15 \$1,248.00	Jul-16 \$1,248.00	Jul-17 \$1,248.00	Jul-18 \$1,248.00	Jul-19 \$1,248.00	
Oct-15 \$1,248.00	Aug-16 \$1,248.00	Aug-17 \$1,248.00	Aug-18 \$1,248.00	Aug-19 \$1,248.00	
Nov-15 \$1,248.00	Sep-16 \$1,248.00	Sep-17 \$1,248.00	Sep-18 \$1,248.00	Sep-19 \$1,248.00	
Dec-15 \$1,248.00	Oct-16 \$1,248.00	Oct-17 \$1,248.00	Oct-18 \$1,248.00	Oct-19 \$1,248.00	
	Nov-16 \$1,248.00	Nov-17 \$1,248.00	Nov-18 \$1,248.00	Nov-19 \$1,248.00	
	Dec-16 \$1,248.00	Dec-17 \$1,248.00	Dec-18 \$1,248.00	Dec-19 \$1,248.00	

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$47,321.51

7. Other Terms:

Interest Factor: 4.60 %

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of this contract. Service is the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Master Agreement shall not relieve Purchaser of the responsibility under the Master Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated March 03, 2015. All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule.

CITY OF AZTEC

YAMAHA MOTOR CORPORATION, U.S.A.

By [Signature]
Signature

By _____
Signature

Name: Joshua W. Poy
Type or Print

Name: Kim Ruiz
Type or Print

Title: City Manager

Title: Vice President



Hidden Valley Golf Club

Initialed By:

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
CONDITIONAL SALE CONTRACT
PURCHASER: Hidden Valley Golf Club
EQUIPMENT SCHEDULE # 111618**

Yield: 4.600%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed	104,650.00
1	03/28/15	1,248.00	391.30	856.70	103,793.30
2	04/28/15	1,248.00	388.09	859.91	102,933.39
3	05/28/15	1,248.00	384.88	863.12	102,070.26
4	06/28/15	1,248.00	381.65	866.35	101,203.91
5	07/28/15	1,248.00	378.41	869.59	100,334.32
6	08/28/15	1,248.00	375.16	872.84	99,461.48
7	09/28/15	1,248.00	371.89	876.11	98,585.38
8	10/28/15	1,248.00	368.62	879.38	97,705.99
9	11/28/15	1,248.00	365.33	882.67	96,823.33
10	12/28/15	1,248.00	362.03	885.97	95,937.36
11	01/28/16	1,248.00	358.72	889.28	95,048.07
12	02/28/16	1,248.00	355.39	892.61	94,155.47
13	03/28/16	1,248.00	352.06	895.94	93,259.52
14	04/28/16	1,248.00	348.71	899.29	92,360.23
15	05/28/16	1,248.00	345.34	902.66	91,457.57
16	06/28/16	1,248.00	341.97	906.03	90,551.54
17	07/28/16	1,248.00	338.58	909.42	89,642.12
18	08/28/16	1,248.00	335.18	912.82	88,729.30
19	09/28/16	1,248.00	331.77	916.23	87,813.06
20	10/28/16	1,248.00	328.34	919.66	86,893.40
21	11/28/16	1,248.00	324.90	923.10	85,970.30
22	12/28/16	1,248.00	321.45	926.55	85,043.75
23	01/28/17	1,248.00	317.99	930.01	84,113.74
24	02/28/17	1,248.00	314.51	933.49	83,180.25
25	03/28/17	1,248.00	311.02	936.98	82,243.27
26	04/28/17	1,248.00	307.51	940.49	81,302.78
27	05/28/17	1,248.00	304.00	944.00	80,358.78
28	06/28/17	1,248.00	300.47	947.53	79,411.25
29	07/28/17	1,248.00	296.93	951.07	78,460.17
30	08/28/17	1,248.00	293.37	954.63	77,505.54
31	09/28/17	1,248.00	289.80	958.20	76,547.34
32	10/28/17	1,248.00	286.22	961.78	75,585.56
33	11/28/17	1,248.00	282.62	965.38	74,620.18
34	12/28/17	1,248.00	279.01	968.99	73,651.19
35	01/28/18	1,248.00	275.39	972.61	72,678.58
36	02/28/18	1,248.00	271.75	976.25	71,702.33
37	03/28/18	1,248.00	268.10	979.90	70,722.43
38	04/28/18	1,248.00	264.44	983.56	69,738.87
39	05/28/18	1,248.00	260.76	987.24	68,751.63
40	06/28/18	1,248.00	257.07	990.93	67,760.70
41	07/28/18	1,248.00	253.36	994.64	66,766.06
42	08/28/18	1,248.00	249.64	998.36	65,767.70
43	09/28/18	1,248.00	245.91	1,002.09	64,765.61
44	10/28/18	1,248.00	242.16	1,005.84	63,759.78
45	11/28/18	1,248.00	238.40	1,009.60	62,750.18
46	12/28/18	1,248.00	234.63	1,013.37	61,736.81
47	01/28/19	1,248.00	230.84	1,017.16	60,719.65
48	02/28/19	1,248.00	227.04	1,020.96	59,698.68
49	03/28/19	1,248.00	223.22	1,024.78	58,673.90
50	04/28/19	1,248.00	219.39	1,028.61	57,645.29
51	05/28/19	1,248.00	215.54	1,032.46	56,612.83
52	06/28/19	1,248.00	211.68	1,036.32	55,576.51
53	07/28/19	1,248.00	207.81	1,040.19	54,536.31
54	08/28/19	1,248.00	203.92	1,044.08	53,492.23
55	09/28/19	1,248.00	200.01	1,047.99	52,444.24
56	10/28/19	1,248.00	196.09	1,051.91	51,392.34
57	11/28/19	1,248.00	192.16	1,055.84	50,336.50
58	12/28/19	1,248.00	188.21	1,059.79	49,276.71
59	01/28/20	1,248.00	184.25	1,063.75	48,212.96
60	02/28/20	1,248.00	180.27	1,067.73	47,145.23
Totals:		74,880.00	17,375.23	57,504.77	

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE

6555 Katella Avenue, Cypress, CA 90630

(800) 551-2994, Fax (714) 761-7363

E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

March 03, 2015

ADDRESS:

Please Reference our Quote# **111618**

PHONE:

FAX:

RE: **HIDDEN VALLEY GOLF CLUB**

(Customer) Account # _____

The Customer has purchased and will be financing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

26 YDRA GOLF CARS

CITY OF AZTEC

(Name of Debtor)

Equipment Location:

29 CR 3025

AZTEC, NM 87410

By: 
(Signature of Authorized Officer)

Title: **City Manager**

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule # 111618
dated March 03, 2015 to the Conditional Sale Agreement dated
March 03, 2015 between Yamaha Motor Corporation, U.S.A.
(the "Seller") and CITY OF AZTEC
(the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
26	YDRA GOLF CARS	see attachment	NEW	HIDDEN VALLEY GOLF CLUB 29 CR 3025 AZTEC, NM 87410

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF AZTEC

as Purchaser

✓ By: [Signature]
✓ Name: Sosha W. P. G.
✓ Title: City Manager



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 111618

Date Prepared: 03/3/2015

CITY OF AZTEC
201 W CHACO
AZTEC, NM 87410

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	111618	26 YDRA GOLF CARS for Municipal Conditional Sale Cars located at: HIDDEN VALLEY GOLF CLUB	
03/28/2015		Payment	\$1,248.00
		Payment Tax	\$0.00

YOUR ACCOUNT BALANCE IS _____ **\$1,248.00**

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Customer Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 111618

Date Prepared: 03/3/2015

Payment for:
CITY OF AZTEC
201 W CHACO
AZTEC, NM 87410

111618
Quote Number

\$ _____
Amount Paid

Date Paid

Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF AZTEC

Customer Number 3343248

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Corporation, U.S.A., hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Corporation, U.S.A.
Attn: Stacey Stankey
6555 Katella Avenue, Cypress, CA 90630



YAMAHA MOTOR CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

March 3, 2015

CITY OF AZTEC
201 W CHACO
AZTEC, NM 87410

Dear Yamaha Customer:

Enclosed you will find the documentation for your conditional sale purchase of 26 YDRA Yamaha golf cars. The documents enclosed in the package include the following:

Conditional Sale Agreement
Equipment Schedule #111618 *and Amortization schedule*
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form - *optional*

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your business and look forward to the opportunity to service your financing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Joshua Lee

YAMAHA
Commercial Customer Finance

M 15061775



YAMAHA

Commercial Customer Finance

CONDITIONAL SALE AGREEMENT

M 15061775

CONDITIONAL SALE AGREEMENTCONDITIONAL SALE AGREEMENT (this "Agreement") dated as of March 30, 2015 by and between Yamaha

Motor Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress,

California 90630 and CITY OF AZTEC

(hereinafter call "Purchaser") having its principal office and place of business at _____

201 W CHACO, AZTEC, NM 87410

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on the Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of The Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. **OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES**

OR COMMERCIAL LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or the Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to the Equipment Schedule (excepting only Federal, state and local taxes based on or measured by the net income of Seller).

M 15061775

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and the Equipment Schedule:

- (a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate action.
- (b) The individual executing such was duly authorized to do so.
- (c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.
- (d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.
- (e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any instalment payment or other amount payable by Purchaser to Seller under this Agreement and/or the Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or the Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or.

(c) Any representation or warranty made by Purchaser in the Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or the Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorney's fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

M15061775

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or the Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary transfer Constitutes Default.

Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations.

Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement.

Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in the Equipment Schedule and that this Agreement and the Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor the Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. The Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

CITY OF AZTEC

By: [Signature]
Print Name: Joshua Lee Ray
Title: City Manager

YAMAHA MOTOR CORPORATION, U.S.A.

By: [Signature]
Print Name: Kim Ruiz
Title: Vice President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of the Company, to negotiate, execute and deliver the Conditional Sale Agreement dated as of March 30, 2015, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____,

Secretary

SEAL

M 15061775

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 111775

Dated March 30, 2015

1. This Schedule covers the following property ("Equipment"):

14 YDRA GOLF CARS

2. Location of Equipment:

HIDDEN VALLEY GOLF CLUB
29 CR 3025
AZTEC, NM 87410

3. The Terms for the Equipment described herein shall commence on April 28, 2015 and shall consist of 60 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ 0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

60 MONTHLY PAYMENTS IN THE AMOUNT OF \$672.00 (APPLICABLE TAXES TO BE BILLED).

STARTING APRIL 2015 AND ENDING MARCH 2020. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:

Table with 6 columns and 12 rows of monthly payment amounts from Apr-15 to Dec-19, all listed as \$672.00.

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$25,480.81

7. Other Terms:

Interest Factor: 4.600 %

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of this contract. Service is the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Master Agreement shall not relieve Purchaser of the responsibility under the Master Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated March 30, 2015. All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule.

CITY OF AZTEC
Signature: Joshua W. Ray
Name: Joshua W. Ray
Title: City Manager

YAMAHA MOTOR CORPORATION U.S.A.
Signature: Kim Ruiz
Name: Kim Ruiz
Title: Vice President

M 15061775



Hidden Valley Golf Club

AMORTIZATION SCHEDULE FOR MUNICIPALITY
CONDITIONAL SALE CONTRACT
PURCHASER: Hidden Valley Golf Club
EQUIPMENT SCHEDULE # 111775

Initialed By:

Yield: 4.600%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed	56,350.00
1	04/28/15	672.00	210.70	461.30	55,888.70
2	05/28/15	672.00	208.97	463.03	55,425.67
3	06/28/15	672.00	207.24	464.76	54,960.91
4	07/28/15	672.00	205.50	466.50	54,494.41
5	08/28/15	672.00	203.76	468.24	54,026.17
6	09/28/15	672.00	202.01	469.99	53,556.18
7	10/28/15	672.00	200.25	471.75	53,084.43
8	11/28/15	672.00	198.49	473.51	52,610.92
9	12/28/15	672.00	196.72	475.28	52,135.64
10	01/28/16	672.00	194.94	477.06	51,658.58
11	02/28/16	672.00	193.16	478.84	51,179.73
12	03/28/16	672.00	191.37	480.63	50,699.10
13	04/28/16	672.00	189.57	482.43	50,216.66
14	05/28/16	672.00	187.76	484.24	49,732.43
15	06/28/16	672.00	185.95	486.05	49,246.38
16	07/28/16	672.00	184.14	487.86	48,758.52
17	08/28/16	672.00	182.31	489.69	48,268.83
18	09/28/16	672.00	180.48	491.52	47,777.31
19	10/28/16	672.00	178.64	493.36	47,283.96
20	11/28/16	672.00	176.80	495.20	46,788.76
21	12/28/16	672.00	174.95	497.05	46,291.70
22	01/28/17	672.00	173.09	498.91	45,792.79
23	02/28/17	672.00	171.22	500.78	45,292.01
24	03/28/17	672.00	169.35	502.65	44,789.36
25	04/28/17	672.00	167.47	504.53	44,284.83
26	05/28/17	672.00	165.58	506.42	43,778.42
27	06/28/17	672.00	163.69	508.31	43,270.11
28	07/28/17	672.00	161.79	510.21	42,759.90
29	08/28/17	672.00	159.88	512.12	42,247.78
30	09/28/17	672.00	157.97	514.03	41,733.75
31	10/28/17	672.00	156.05	515.95	41,217.80
32	11/28/17	672.00	154.12	517.88	40,699.91
33	12/28/17	672.00	152.18	519.82	40,180.09
34	01/28/18	672.00	150.24	521.76	39,658.33
35	02/28/18	672.00	148.29	523.71	39,134.62
36	03/28/18	672.00	146.33	525.67	38,608.94
37	04/28/18	672.00	144.36	527.64	38,081.31
38	05/28/18	672.00	142.39	529.61	37,551.70
39	06/28/18	672.00	140.41	531.59	37,020.10
40	07/28/18	672.00	138.42	533.58	36,488.53
41	08/28/18	672.00	136.43	535.57	35,955.95
42	09/28/18	672.00	134.42	537.56	35,413.38
43	10/28/18	672.00	132.41	539.55	34,873.79
44	11/28/18	672.00	130.40	541.54	34,332.19
45	12/28/18	672.00	128.37	543.53	33,788.56
46	01/28/19	672.00	126.34	545.52	33,242.89
47	02/28/19	672.00	124.30	547.50	32,695.19
48	03/28/19	672.00	122.25	549.49	32,145.44
49	04/28/19	672.00	120.19	551.48	31,593.64
50	05/28/19	672.00	118.13	553.47	31,039.77
51	06/28/19	672.00	116.06	555.46	30,483.83
52	07/28/19	672.00	113.98	557.45	29,925.81
53	08/28/19	672.00	111.90	559.44	29,365.70
54	09/28/19	672.00	109.80	561.43	28,803.51
55	10/28/19	672.00	107.70	563.42	28,239.20
56	11/28/19	672.00	105.59	565.41	27,672.79
57	12/28/19	672.00	103.47	567.40	27,104.26
58	01/28/20	672.00	101.35	569.39	26,533.81
59	02/28/20	672.00	99.21	571.38	25,960.82
60	03/28/20	672.00	97.07	573.37	25,385.89
Totals:		49,320.00	9,355.89	30,964.11	

2015

Capital Investment 56,350 -
 Capital Debt 56,350 -
 Equipment Rental 2016.00
 Debt Payment 1389.10
 Interest 626.90
 Depreciation 3mos 2817.51

\$4025 ea not capital

Asset life 5 year IRS classification
\$939.17/mo depreciation

Statement of account COA 9/5/2018

January 1, 2017 value of prepaid annual fees		\$14,565.00
1/1/2017 COA inventory transfer (\$2,259.00)		\$12,305.10
11/28-12/31 commission	(\$1,474.69)	\$10,830.41
1/17 southside water bill	(\$218.03)	\$10,621.38
Liquor License	(\$1300.00)	\$9112.38
February Commission	(\$221.25)	\$9091.13
March Commission	(\$388.95)	\$8702.18
April Commission	(526.95)	\$8175.23
Comcast 1/17- 4/17	(\$907.78)	\$7267.45
May Commission	(\$525.50)	\$6741.95
June Commission	(\$547.75)	\$6194.20
July Commission	(\$628.00)	\$5566.20
August Commission	(\$533.50)	\$5032.70
September Commission	(\$427.00)	\$4605.70
October Commission	(\$361.50)	\$4244.20
November Commission	(\$162.00)	\$4082.20
December Commission	(\$117.50)	\$3964.70
January Commission	(\$125.25)	\$3839.45
February Commission	(\$115.00)	\$3724.45
March Commission	(\$266.25)	\$3458.20

April Commission	(\$324.00)	\$3142.20
Liquor License	(\$1300.00)	\$1834.20
May Commissions	(\$265.00)	\$1569.20
June Commission	(\$269.25)	\$1299.95
July Commission	(\$494.25)	\$805.70
August Commission	(\$476.75)	\$328.95

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
December 11, 2018
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. NEW MEXICO PLEDGE

I Salute the Flag of the State of New Mexico and the Zia Symbol of Perfect Friendship among United Culture's

V. ROLL CALL

VI. AGENDA APPROVAL

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CONSENT AGENDA

- A. Commission Workshop Minutes November 27, 2018
- B. Commission Meeting Minutes November 27, 2018
- C. Intergovernmental Agreement between San Juan County and City of Farmington, Aztec, and Bloomfield for Crime Stoppers
- D. RFP 2019-670 Reservoir #1 Evaluation Engineering Services
- E. Resolution 2018-1112 Utility Write Off of Uncollected Utility Accounts
- F. Resolution 2018-1113 Municipal Surplus

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

X. ITEMS FROM CONSENT AGENDA

XI. CITIZENS INPUT (3 Minutes Maximum)

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

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

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

XII. BUSINESS ITEMS

- A. FY19 Funding Application San Juan County Partnership, Inc.
- B. Intent to Adopt Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries
- C. Intent to Adopt Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees
- D. Final Adoption of Ordinance 2018-484 International Property Maintenance Code within Chapter 14, Article IV. Dangerous and Unsafe Structures
- E. Final Adoption of Ordinance 2018-485 Amending Section 1-12 Mandatory Penalty and Fees

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XV. CLOSED SESSION

Closed Session Pursuant to State Law; Section 10-15-1 (H-8) to Consider the Approval of Purchase of Real Property

XVI. BUSINESS ITEMS FROM CLOSED SESSION

- F. Approval of Purchase of Real Property

XVII. ADJOURNMENT

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

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

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 November 27, 2018
4

5 **I. CALL TO ORDER**

6 Mayor Snover called the Workshop to order at 5:30 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: City Manager Steve Mueller; Finance Director
16 Kathy Lamb; Project Manager Ed Kotyk; City
17 Clerk Karla Saylor
18

19 **A. Local Election Act**
20

21 Karla Saylor, City Clerk explained that she submitted a memo in the agenda
22 packets with information on the Local Election Act. She mentioned that nothing
23 has changed since the previous workshop that was held with the County Clerk. If
24 we opt-out our elections will be held every March of even numbered years and if
25 we opt in they would be held in November of odd-number years. She mentioned
26 that the cost would be less to the City if the County was to run the elections but
27 not by a significant amount. Karla explained that for the County to run elections
28 for the smaller municipalities it would be a benefit. If the City choses to opt out
29 and keep the election the clerk's office will have to be open on Fridays and
30 Saturdays during early voting. We can opt in or out anytime. Commission
31 mentioned that they would like to wait and keep the elections with the
32 Municipality until further notice.
33
34

35 **II. ADJOURMENT**
36

37 Moved by Mayor Snover to adjourn the meeting at 5:50 p.m.
38
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ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

Mayor, Victor C. Snover

1
2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 November 27, 2018
5

6 **I. CALL TO ORDER**
7

8 Mayor Victor Snover called the Meeting to order at 6:02 pm at the Aztec City
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
10

11 **II. INVOCATION**
12

13 The Invocation was led by Commissioner Randall
14

15 **III. PLEDGE OF ALLEGIANCE**
16

17 The Pledge of Allegiance was led by Captain Morris
18

19 **IV. NEW MEXICO PLEDGE**
20

21 I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect
22 Friendship Among United Culture's.
23

24 The New Mexico pledge was led by Captain Morris
25

26 **V. ROLL CALL**
27

28 Members Present: Mayor Victor Snover; Mayor Pro-Tem Fry;
29 Commissioner Sipe; Commissioner Mark
30 Lewis; Commissioner Austin Randall
31

32 Members Absent: None
33

34 Others Present: City Manager Steve Mueller; City Attorney Nicci Unsicker;
35 Project Manager Ed Kotyk; City Clerk Karla Sayler (see
36 attendance sheet)
37

38 **VI. AGENDA APPROVAL**
39

40 MOVED by Commissioner Sipe to Approve the Agenda as given
41 SECONDED by Commissioner Randall
42

43 All voted Aye: Motion passed five to zero
44
45
46

47 **VII. CITIZEN RECOGNITION**

48

49 General Services Director Jeff Blackburn thanked Nueva Vista for helping with
50 the Luminarias.

51

52 **VIII. EMPLOYEE RECOGNITION**

53

54 City Manager Steve Mueller gave a shout out to City Employees for donating
55 enough food to the ECHO food drive to retain possession of Mr. Potato Head, he also
56 gave thanks to Vista Nueva students and employees for their work on the Luminarias.

57 Commissioner Sipe mentioned that the decorations looked great and thanked
58 everyone.

59 Mayor Snover recognized Senior Center Director Cindy Iacovetto for her work with
60 the Community Thanksgiving Dinner.

61 Senior Center Director Cindy Iacovetto thanked the Electric Department for doing
62 the decorations in the plaza, she thanked employees for donating the food for the
63 Community Dinner and the Mayor for helping serve.

64

65 **IX. CONSENT AGENDA**

66

67 A. Commission Special Workshop Minutes November 13, 2018

68 B. Commission Workshop Minutes November 13, 2018

69 C. Finance Department Record Destruction

70

71 Moved by Commissioner Randall, SECONDED by Commissioner Lewis to
72 approve the Consent Agenda as given.

73

74 All Voted Aye: Motion Passed Five to Zero

75

76 **X. ITEMS FROM CONSENT AGENDA**

77

78 None

79

80 **XI. CITIZENS INPUT (3 Minutes Maximum)**

81

82 None

83

84 **XII. BUSINESS ITEMS**

85

86 A. Intent to Adopt Ordinance 2018-486 An Ordinance to Opt-In to the Election of
87 Municipal Offices in the Regular Local Election

88

89

90

91 Moved by Commissioner Sipe, SECONDED by Commissioner Randall to
92 Approve intent to Adopt Ordinance 2018-486 an Ordinance to Opt-In to the Election of
93 Municipal Offices in the Regular Local Election.

94
95 A Roll Call was taken: All Voted Nay: Motion Denied Five to Zero

96
97 B. Resolution 2018-1111 Confirming the Continuation of Municipal Election to be
98 Conducted on Municipal Officer Election Day

99
100 Moved by Commissioner Lewis, SECONDED by Mayor Pro-Tem Fry to Approve
101 Resolution 2018-1111 confirming the Continuation of Municipal Election to be
102 conducted on Municipal Officer Election Day in March or even number years.

103
104 A Roll Call was taken: All Voted Aye: Motion Passed Five to Zero

105
106 **XIII. LAND USE HEARINGS**

107
108 NONE

109
110 **XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

111
112 City Manager Steve Mueller reminded everyone that there will only be on
113 meeting in December. He also mentioned that the Employee Christmas Party is on
114 December 14th at SunRay Casino.

115 Commissioner Sipe mentioned she had an EDAB meeting and they discussed
116 the lighting of the trees downtown again and EDAB would still like to have a workshop
117 with all advisory boards and Commission after the first of the year. She mentioned that
118 Aztec Sparkles is December 7th.

119 Mayor Pro-Tem Fry mentioned that she attended a San Juan County Partnership
120 meeting. She also attended a Library advisory board meeting and they were very happy
121 with the bond that passed that will provide funding for the library. She looks forward to
122 attending Aztec Sparkles.

123 Commissioner Randall mentioned that Downtown and the Park look awesome
124 with all the lighting. He mentioned that he will not be at the next commission meeting in
125 December.

126 Mayor Snover mentioned that he has an ECHO meeting on Thursday. He will be
127 lighting the Christmas tree in Minium Park on December 8. He mentioned that the
128 Ruins will be doing their annual event on December 8. On December 7 the schools will
129 be having a special more relaxed day with events for the one year anniversary of the
130 school shooting last year.

131
132 **XV. DEPARTMENT REPORTS**

133
134 Cindy Iacovetto mentioned the gun show and craft fair scheduled for Saturday,
135 December 8 for Aztec Sparkles.

136 Ken George mentioned that town looks amazing and it has been a team effort.
137 He mentioned that the Employee Association is working on a float for the parade and
138 said volunteers are invited to help on December 6, 7, and 8th at the Electric Department
139 to get it put together.
140

141 **XVI. ADJOURNMENT**

142
143 Moved by Mayor Snover, SECONDED by Commissioner Sipe to adjourn the
144 meeting at 6:25 p.m.
145

146
147
148
149
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151
152

Mayor, Victor Snover

153
154 ATTEST:

155
156

Karla Sayler, City Clerk

157
158
159

160 MINUTES PREPARED BY:

161
162

Sherlynn Morgan, Administrative Assistant

163

Staff Summary Report

MEETING DATE:	December 11, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (C)
AGENDA TITLE:	Intergovernmental Agreement Between San Juan County and City of Farmington, Aztec, and Bloomfield

ACTION REQUESTED BY:	City Manager/Aztec Police Chief
ACTION REQUESTED:	Approval of the Intergovernmental Agreement between San Juan County New Mexico and the Cities of Farmington, Aztec and Bloomfield, New Mexico and San Juan County Crime Stopper's Inc. for the operation of a County wide Crime Prevention Program
SUMMARY BY:	Steve Mueller/Mike Heal

PROJECT DESCRIPTION / FACTS

This agreement between the City of Aztec, San Juan County, Farmington and Bloomfield is for the operation of a County wide Crime prevention program. The term of the Agreement will automatically renew July 1st of each year unless terminated as described in the attached agreement. Each party shall contribute annually to the operation of the Program in the exact amounts shown on attached Exhibit A. The parties will contribute in the following percentages:

- a. The City of Aztec – (15%)
- b. The City of Bloomfield – (15%)
- c. The City of Farmington – (35%)
- d. San Juan County – (35%)
- e. San Juan County Crime Stoppers, Inc. – *paragraph 2.3 of the agreement – All costs of operation other than the Executive Director's salary and benefits shall be contributed by San Juan County Crimestoppers, Inc. and are outside the scope of this agreement.
- f. Total Salary and Benefits – (100%)

The agreement will be effective upon execution by all of the parties.

FISCAL INPUT / FINANCE DEPARTMENT

See Exhibit A.

For the current fiscal year, sufficient budgeted funds exist to meet the requirements of this agreement. For future years, this agreement will result in approximately a 13% increase over the current budget (\$7,500 to \$8,500).

SUPPORT DOCUMENTS:	Intergovernmental Agreement between San Juan County New Mexico and the Cities of Farmington, Aztec and Bloomfield, New Mexico and San Juan County Crime Stopper's Inc. for the operation of a County wide Crime Prevention Program with Exhibit A.
---------------------------	--

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the Intergovernmental Agreement between San Juan County New Mexico and the Cities of Farmington, Aztec, and Bloomfield, New Mexico and San Juan County Crime Stopper's Inc.

INTERGOVERNMENTAL AGREEMENT

**BETWEEN SAN JUAN COUNTY, NEW MEXICO,
THE CITIES OF FARMINGTON, AZTEC, AND BLOOMFIELD,
NEW MEXICO, AND SAN JUAN COUNTY CRIME STOPPERS, INC.,
A NEW MEXICO NON-PROFIT CORPORATION, REGARDING
THE OPERATION OF A COUNTY-WIDE CRIME PREVENTION PROGRAM.**

THIS AGREEMENT is made and entered into this 1st day of December, 2018, by and between San Juan County, New Mexico ("the County"), the City of Aztec ("Aztec"), the City of Farmington, ("Farmington"), the City of Bloomfield ("Bloomfield"), and San Juan County Crime Stoppers, Inc., a New Mexico non-profit corporation (collectively referred to as "the parties"), to jointly operate a county-wide crime prevention program known as "Crime Stoppers."

1. GENERAL PROVISIONS.

- 1.1 The parties agree to jointly fund the position of Crime Stoppers Executive Director. The Crime Stoppers Executive Director shall be an unclassified employee of San Juan County within Grade PE-11 of the San Juan County salary step system. This position is under the supervision, direction and control of the Board of Directors of Crime Stoppers.
- 1.2 The Crime Stoppers Executive Director's salary shall be at Step 2-1 in the amount of \$20.09 hourly (\$41,787.20 annually). For purposes of budgeting and determining entity contributions under this agreement, 30% of the annual salary shall be used to estimate County benefits. However, the actual percentage may be higher or lower depending on the employee's selection of health insurance and/or any other changes in the amounts within the benefit category. County benefits will be calculated at actual cost and billed accordingly. Benefits include FICA, Workers' Compensation, PERA, NM Retiree Health Care and Health Insurance selected by the employee.
- 1.3 Salary increases shall be awarded under the County's Step Program and an Annual Performance Review Evaluation which shall be conducted by the Chairman of the Crime Stoppers Board. Furthermore, a cost of living adjustment (COLA) as approved by the San Juan County Commission will be implemented annually to the Executive Director's wages, when available.
- 1.4 The Crime Stoppers Executive Director shall coordinate a County-wide crime prevention program. The Executive Director shall be responsible for collecting information from law enforcement agencies for which public assistance is needed and disseminating information through local news media. The Executive Director shall also receive information and tips from the public concerning law enforcement matters, and refer that information in a timely manner to the appropriate law enforcement agency. In addition, the Executive Director shall maintain all records relating to the Program, prepare agendas for monthly meetings of Crime Stoppers, Inc., attend the monthly meetings,

assist with fund-raising, and prepare and present an annual written report of activities and accomplishments to each of the parties to this Agreement.

2. FUNDING.

- 2.1 Each party shall contribute annually to the operation of the Program in the exact amounts shown on attached Exhibit A. The parties will contribute in the following percentages:
- a. The City of Aztec: (15%)
 - b. The City of Bloomfield: (15%)
 - c. The City of Farmington: (35%)
 - d. San Juan County: (35%)
 - e. San Juan County Crime Stoppers, Inc. *see paragraph 2.3
 - f. Total Salary and Benefits (100%)
- 2.2 Each party's contribution shall be increased according to the percentages set out in Paragraph 2.1 to cover annual salary increases and associated benefits.
- 2.3 All costs of operation other than the Executive Director's salary and benefits shall be contributed by San Juan County Crime Stoppers, Inc. and are outside the scope of this Agreement.
- 2.4 Each party's pro-rated contribution under this Agreement shall be made to San Juan County on a monthly basis.
- 2.5 San Juan County shall act as fiscal agent for all funds contributed by the parties pursuant to this Agreement, and shall manage all revenue, maintain all accounts and receive and disburse all funds related to the Program.
- 2.6 The parties hereto shall be strictly accountable for all funds collected and disbursed hereunder.

3. BOOKS, RECORDS.

- 3.1 Crime Stoppers, Inc. shall provide accounting services, general bookkeeping and recordkeeping for the Program. San Juan County will provide accounting services for the payroll of the Executive Director.
- 3.2 Crime Stoppers, Inc. and San Juan County, respectively, shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.
- 3.3 Crime Stoppers, Inc. and San Juan County, respectively, shall render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

4. TERMINATION.

- 4.1 This Agreement will automatically renew July 1 of each year unless terminated as described below.
- 4.2 Any party may terminate this Agreement upon thirty (30) days written notice to the other parties of its intention to do so.
- 4.3 Upon notice by a single party of its intent to terminate, the remaining parties may elect to continue the Program under the terms and conditions herein, or may elect to terminate the Agreement in its entirety. If the parties elect to continue with the Program, adjustments in the funding formula must be agreed to by amendment to this Agreement.
- 4.4 Upon termination of this Agreement, any remaining or surplus funds shall be distributed to the parties in the proportion their contributions were made.
- 4.5 Upon termination of this Agreement, the powers granted under this Agreement shall continue to the extent necessary to make an effective disposition of property and a full accounting.

5. AMENDMENT.

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by all of the parties.

6. SEVERABILITY.

If any of the provisions contained in this Agreement shall be, for any reason, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

7. EFFECTIVE DATE.

This Agreement shall be effective upon execution by all of the parties.

8. MERGER.

This Agreement terminates and supersedes all prior agreements pertaining to the operation of the County-wide Crime Stoppers program.

9. AGREEMENT MAY BE EXECUTED IN COUNTERPARTS

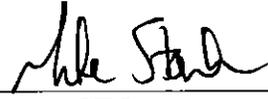
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their duly authorized officers, agents and representatives.

THE CITY OF FARMINGTON,

SAN JUAN COUNTY, NEW MEXICO

By: _____

By: 
Acting CEO

**THE CITY OF AZTEC,
NEW MEXICO**

**THE CITY OF BLOOMFIELD,
NEW MEXICO**

By: _____

By: _____

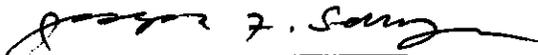
**SAN JUAN COUNTY CRIME STOPPERS,
A New Mexico Corporation**

By: _____
Chairman

ATTEST:

Secretary

APPROVED AS TO FORM:


Attorney for San Juan County

Attorney for City of Farmington

Attorney for City of Aztec

Attorney for City of Bloomfield

Crimestoppers Billing for FY19 and FY20 - 11.15.2018

		FY19						
Position	Proposed Rate	Salary*	FICA	PERA	Medical	NMRHCA	Workers Comp	Total
Crimestoppers Executive Director	\$ 20.09	\$ 24,108.00	1,668.12	2,302.31	8,661.45	482.16	4.60	37,226.64
* Based on 1,200 hrs (15 pay periods based on a start date of 12/03/18)								
Budgeted Medical Coverage - Family								
	EE	ER						
	153.50	577.43						
			Total					
	City of Farmington (35%)	\$	13,029.32	1,861.33				
	City of Aztec (15%)		5,584.00	797.71				
	City of Bloomfield (15%)		5,584.00	797.71				
	San Juan County (35%)	\$	13,029.32	1,861.33				
		\$	<u>37,226.64</u>					

		FY20						
Position	Proposed Rate	Salary	FICA	PERA	Medical	NMRHCA	Workers Comp	Total
Crimestoppers Executive Director	\$ 20.09	\$ 41,787.20	2,891.41	3,990.68	15,013.18	835.74	9.20	64,527.41
Budgeted Medical Coverage - Family								
	EE	ER						
	153.50	577.43						
			Total					
	City of Farmington (35%)	\$	22,584.59	1,882.05				
	City of Aztec (15%)		9,679.11	806.59				
	City of Bloomfield (15%)		9,679.11	806.59				
	San Juan County (35%)	\$	22,584.60	1,882.05				
		\$	<u>64,527.41</u>					

Staff Summary Report

MEETING DATE:	December 11, 2018
AGENDA ITEM:	IX. CONSENT AGENDA (D)
AGENDA TITLE:	RFP 2019-670 Reservoir #1 Evaluation Engineering Services

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 September 2018 for an evaluation of Reservoir 1. The RFP was issued as a result of the failure of reservoir 1 in July 2018. The scope of the study is to evaluate the procedures and cost to rehabilitate the reservoir to prevent leakage as well as evaluate the feasibility of a replacement of this reservoir with a new, potentially larger reservoir to be located adjacent to the City's existing Reservoir 3 (Tiger Pond).

PROCUREMENT / PURCHASING (if applicable)

- A formal Request for Proposal – RFP 2019-670 Reservoir #1 Evaluation Engineering Services was issued in September 2018. Two addendums were issued to respond to questions submitted. Proposals were due on October 31, 2018.
- Two proposals were received and evaluated. Proposals were received from Bohannon Huston Inc (Albuquerque) and Souder Miller & Associates (Farmington). The evaluation committee included the City Manager, City Engineer/Public Works Director, Treatment Plants Chief Operator in Charge, Special Projects Manager and Finance Acct III. Proposal evaluations were completed November 28, 2018.
- The evaluation committee recommends the RFP be awarded to Bohannon Huston Inc. (BHI). The committee determined BHI demonstrated experience with projects very similar to our project and would provide a cost effective evaluation which the City will use to determine the future of Reservoir 1.
- If the RFP is awarded to the BHI, a kick off meeting will be scheduled as soon as possible but due to the holidays, may not occur until early January 2019. BHI projects five months to complete the evaluation and submit its recommendations to the City.
- On December 4, 2018, both 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)

- If approved, the contract with BHI will be for an amount of \$58,353, not including GRT, for the evaluation.
- The FY19 budget includes a Capital budget specific to the Water System and is sufficient to meet the fiscal requirements of this award..

SUPPORT DOCUMENTS: RFP 2019-670 Proposal Evaluation Summary
Professional Services Contract (Draft)

DEPARTMENT'S RECOMMENDED MOTION: Move to approve award of RFP 2019-670 Reservoir 1 Evaluation Engineering Services to Bohannon Huston Inc. and authorize the City Manager to sign the professional services agreement on behalf of the City.



**City of Aztec
RFP 2019-670
Reservoir #1 Evaluation Engineering Services
Scored Evaluation Tabulation**

Evaluation Criteria>	Specialized Design Max Points: 200					Capacity & Capability Max Points: 100					Past Record of Performance Max Points: 100				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Evaluator # >															
Bohannon Huston Inc	200	150	185	185	150	100	100	90	90	85	100	100	90	90	95
Souder Miller & Assoc	190	175	180	185	100	100	100	90	88	75	80	70	75	90	25

Evaluation Criteria>	Proximity/Familiarity Max Points: 75					New Mexico Produced Work Max Points: 50					Volume of Work Previously Done Max Points: 0				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Evaluator # >															
Bohannon Huston Inc	75	70	65	70	50	50	50	50	50	45	-40	-40	-40	-40	-40
Souder Miller & Assoc	75	75	75	73	75	40	35	40	40	25	0	0	0	0	0

Evaluation Criteria>	Understanding of Scope: Max Points 200					Organization References Max Points: 150					Proposal Responsiveness Max Points: 50				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Evaluator # >															
Bohannon Huston Inc	200	200	190	190	190	150	150	150	137.5	45	50	50	50	45	40
Souder Miller & Assoc	200	200	190	195	100	145	130	150	127.5	60	40	50	45	43	40

Evaluation Criteria>	Cost Proposal: Max Points 75					NM Preference Max Points: 50					Total Points Max Points: 1,050				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Evaluator # >															
Bohannon Huston Inc	75	75	75	75	75	48	45.25	45.25	44.625	36.75	1008	950.25	950.25	937.125	771.75
Souder Miller & Assoc	65	65	65	65	65	46.75	45	45.5	45.325	28.25	981.75	945	955.5	951.825	593.25

Evaluation Criteria>	Evaluation Average Score Average	
	Rank	
Evaluator # >		
Bohannon Huston Inc	923.475	1
Souder Miller & Assoc	885.465	2

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: IX. CONSENT AGENDA (E)
AGENDA TITLE: Resolution 2018-1112 Write Off of Uncollected Utility Accounts

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval of Resolution 2018-1112
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- State Statute 3-37-7, NMSA provides for the removal of uncollectable utility accounts from the Utility Accounts Receivable listing of the City. The governing body must approve this action. The attached list includes accounts more than four years old and considered uncollectable due primarily to age, but may also include death of the debtor or bankruptcy.
- The total write off amount is \$24,283.13 and includes 84 accounts final billed through November 30, 2014, 1 bankruptcy and 5 accounts with the responsible party deceased. All remaining Utility Account Receivables will be less than four years old.
- As a comparison, the write-off amounts for the prior 4 years are below:

Fiscal Year	Write Off Time Period	Amount	Write Off Time Period	Amount	Total Write Off
FY2015	Dec 31, 2010	19,745.62	June 15, 2011	26,547.89	46,296.51
FY2016	Dec 31, 2011	22,088.63	June 30, 2012	21,513.73	43,602.36
FY2017	Dec 31, 2012	18,796.73	June 30, 2013	12,735.53	31,532.26
FY2018	Nov 30, 2013	23,471.65	May 31, 2014	20,241.35	43,713.00
FY2018	Nov 30, 2018	24,283.13			24,283.13

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The utility accounts will be written off against the allowance which is calculated based on annual utility accounts receivable using a % based on the averages of aged (current, 30, 60, and 90 day) receivables since January 1990. The utility allowance for uncollectible accounts as of November 30, 2018 is \$242,350. This write off, totaling \$24,283.13, represents 10%
- As of November 30, 2018, total utility accounts outstanding totaled \$920,762.38. Of this amount, \$158,623.91 was over 90 days past due (17.23% of total accounts). By utility, the over 90 day balances consist of:
 - Electric utility: \$ 81,045.61 51.09%
 - Water utility: \$ 30,451.94 19.20%
 - Sewer utility: \$ 33,776.28 21.29%

▪ Trash \$ 13,350.08 8.42%

- Actual collection averages for utility accounts are:
 - 98.98% of current billings are collected within 30 days of billing;
 - 49.19% of accounts over 30 days are collected;
 - 60.11% of accounts over 60 days are collected; and
 - 0.14% of accounts over 90 days are collected.
- For fiscal year ending June 30, 2019, annual utility revenues are estimated to be \$9.48 million and the adopted budget includes \$86,400 (less than 1% of annual billing) for the current year write off expense which will establish the allowance for actual write offs in four years.

SUPPORT DOCUMENTS:

1. Resolution 2018-1112
2. Schedule of Accounts to Write Off

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1112
Uncollectable Utility Accounts.

Resolution 2018-1112
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

Account Number	Customer Name	Service Address	Last Bill	Balance Due
51082	BROWN GARY	824 Maddox Ave	05/07/18	249.06
52555	BARELA AL	300 Mesilla Dr Apt 2	06/14/18	211.87
54513	CADY SHARON LOU	100 S Ash Ave Apt 3	11/14/18	25.84
16072	HARDMAN HOWARD	305 N Light Plant Rd Trlr	09/12/18	236.20
47768	MOORE LISA	308 Mesilla Dr # C	10/10/18	267.78
54300	SMALLEY DAWN	407 Bunker Ave	06/13/18	274.09
45481	PETROS PETER	405 Animas St	06/02/14	20.00
52319	PADILLA ALVIN G.	1216 W Aztec Blvd Trlr 38	06/10/14	323.35
52254	ASHCROFT BRANDON	1628 N Glenmary Dr	06/11/14	161.75
51785	REIMERS HOLLY	714 Chamiza Ave	06/11/14	390.68
46808	SAVAGE KENNETH	83 Road 2595	06/11/14	243.75
51855	TOM EVONNE	1216 W Aztec Blvd Trlr 44	06/17/14	98.15
51834	SELPH STORMY	905 Lovers Ln	06/19/14	429.32
51432	CARLISLE JAMIE M	412 Zuni St	06/23/14	424.44
52075	SHARP LINDA	314 Robinson Ave	06/23/14	402.09
51909	AGUIRRE-WOOD ALYSSA	303 Mesilla Dr Apt 2	07/01/14	106.49
51442	YAZZIE BRANDON	1216 W Aztec Blvd Trlr 22	07/01/14	200.08
52396	YAZZIE DOUGLAS	116 N Church Ave Apt 1	07/01/14	151.54

Resolution 2018-1112
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

52366	DAVID PRESTON	307 Mesilla Dr Apt B	07/02/14	185.05
44972	ROSS DELORIS J	602 Ruins Rd Spc 30	07/07/14	61.39
51374	FOWLER VALENE	305 N Light Plant Rd Trlr	07/08/14	331.53
52099	POLBURN, CHRISTINA D.	406 Sandia Ct	07/08/14	688.24
50358	MARQUEZ ANTHONY	699 Pioneer Ave	07/16/14	341.76
51953	MULLEN RYAN B	713 Mccoy Ave	07/17/14	243.31
14682	MILLER HUGH JR	404 Sunrise Ct	07/22/14	613.50
51028	KERWIN BRADFORD	521 Kiva Ave	07/31/14	224.66
52282	THOMAS TONI J	601 Navajo Ave Apt 404	08/04/14	30.96
52445	WALDVOGEL SHANE	509 Dillon St	08/06/14	229.61
51130	HAMILTON PENNY	1216 W Aztec Blvd Trlr 21	08/11/14	330.07
52313	WILSON MICHAEL	1216 W Aztec Blvd Trlr 40	08/11/14	212.28
52414	BYRUM TAWNEY S	317 S Park Ave	08/13/14	449.70
51551	MOBLEY LESLIE AARON	204 Swire Heights Dr	08/13/14	1145.20
52548	CHRISMAN SALLIE	409 1/2 Bunker Ave # A	08/14/14	94.26
50711	HARRIS BRAD/MALESSIA	715 Acoma Pl	08/14/14	651.14
52322	JOANNA L. SABAQUE	516 Ruins Rd Trlr 70	08/20/14	206.78
52194	JARAMILLO GEORGIA M	305 Mesilla Dr Apt 4	08/21/14	175.64
52372	HAMLIN FREDRICK	423 Heiland Pl	08/25/14	753.90

Resolution 2018-1112
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

51827	LUJAN, ENRIQUE	305 S Light Plant Rd	08/25/14	639.02
50727	MARSHALL FELISHA	306 Bessie Pl	08/25/14	687.00
52327	MORGAN TIMOTHY	305 Mesilla Dr Apt 2	08/25/14	711.10
52430	AUGUSTINE JENNIFER	205 N Oliver Dr Apt 3	08/26/14	209.66
50399	SANTILLAN EVERADO	400 N Light Plant Rd Trlr	09/02/14	331.62
51043	SANTISTEVEN SAM	400 N Light Plant Rd Trlr	09/03/14	621.22
50159	KASKE KHRISTIN	608 White Ave	09/08/14	366.75
52118	LEASE TIMOTHY M.	306 Mesilla Dr Apt 1	09/09/14	135.77
52205	SKAGGS, LAURIE L.	202 Swire Heights Dr	09/10/14	638.66
44702	SWEARINGEN SANDY	312 Andrew Dr	09/10/14	119.03
52291	WATSON KEVIN L	308 Mesilla Dr # C	09/10/14	279.97
52334	MENDENHALL STEVEN W.	1216 W Aztec Blvd Trlr 43	09/16/14	325.09
51653	CROSS REBECCA	1114 W Aztec Blvd Trlr 2	09/22/14	151.86
52453	CONNOR ANJOLEEN MARIE	409 Bunker Ave # B	09/23/14	126.62
43930	SUMNER ANNA M.	1234 NE Aztec Blvd Spc 13	09/29/14	288.28
52417	ARAGON MYRA A	1521 Bessie St	09/30/14	140.06
52511	WOOD DOUGLAS RAY	Resid Bulk Water	09/30/14	134.36
52259	THORPE KRYSTLE	208 S Main Ave	10/01/14	180.37
51798	BEGAY MARLENE L	1216 W Aztec Blvd Trlr 19	10/08/14	441.46

Resolution 2018-1112
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

51988	CLOAR ZAC	330 S Oliver Dr	10/08/14	411.73
48633	LAWRENCE ANDREW	1114 W Aztec Blvd Trlr 32	10/08/14	506.38
52482	LOPEZ JONATHON	308 Mesilla Dr # D	10/08/14	299.65
51541	MCCOY WILLIAM	624 N Lightplant Rd	10/08/14	193.30
51181	MODZIANOWSKI FRANCIS	314 S Main Ave	10/08/14	146.41
51937	MORRIS, LYMAN	510 N Oliver Dr	10/08/14	597.65
51730	SOLIS ALEXANDRIA N.	406 Zuni St	10/08/14	262.62
52232	WALTERS MICHAEL	719 Ford St	10/08/14	393.99
50361	SILVERSMITH MYRON	116 N Church Ave Apt 3	10/09/14	358.68
51890	BALDWIN ERICA	207 Hartman Pl	10/15/14	54.23
52473	NICHOLS OLIVER	1216 W Aztec Blvd Trlr 38	10/15/14	79.27
52367	RAY CHIRSTOPHER	614 Blanco St	10/27/14	471.21
51340	GIFFORD AMY	400 N Light Plant Rd Trlr	10/28/14	211.03
47539	HOPPER DAVID S	205 Heritage Ln	10/30/14	309.68
52283	PHELPS JACK	302 Mesilla Dr Apt 3	10/30/14	100.48
52270	COX AMY	533 S Main Ave	11/04/14	176.56
51263	MARKHART STEVEN	818 Maddox Ave	11/06/14	169.24
51497	NORRIS JON	620 Pioneer Ave Apt B	11/12/14	231.64
52239	NOUREDDINE, BRANDI L.	310 N Rio Grande Ave	11/17/14	180.21

Resolution 2018-1112
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

40368	WALKER BARBARA	305 N Light Plant Rd Trlr	11/17/14	140.83
52526	ZWEINER ALEX	110 W Zia St Apt 2	11/17/14	226.96
52532	JUNES JOLANDA	505 S Park Ave	11/24/14	202.15
52275	AVERY ANDERSON A.	209 Robinson Ave	11/25/14	776.37
48736	CURRIE LESLIE	215 N Mesa Verde Ave # B	06/11/14	0.48
52395	MULHOLLAND ANGELA	510 Lovers Ln	06/16/14	6.60
52218	GARCIA ALJEANDRO	601 Navajo Ave Apt 303	07/24/14	25.75
52423	PAPADOYIANNIS GEORGE	207 S Mesa Verde Ave	08/13/14	13.79
52502	STRICKLAND RICHARD	710 Mccoy Ave 1/2	09/02/14	22.88

\$ 24,283.13

# OF ACCOUNTS TO WRITE OFF	84
# OF ACCOUNTS DISCHARGED DUE TO BANKRUPTCY	1
# OF ACCOUNTS DUE TO DECEASED CUSTOMER	5
AVG BALANCE DUE PER ACCOUNT (AFTER DEPOSITS APPLIED) \$	289.08

JUN 2019: JUNE 2014 - MAY 2015	\$ 38,449.82
JUNE 2020: JUNE 2015 - MAY 2016	\$ 43,223.99
JUNE 2021: JUNE 2016 - MAY 2017	\$ 40,880.56

**CITY OF AZTEC
Resolution 2018-1112**

Uncollectible Utility Accounts

WHEREAS, The City of Aztec Utility Administration Department has established utility accounts and provided service to the referenced customers on the attached schedule; and

WHEREAS, efforts have been made to collect the utility accounts and locate the debtors; and

WHEREAS, the utility accounts have been uncollectible for a period of time of more than four years or the debtor is deceased or has filed bankruptcy; and

WHEREAS, it is the objective of the City of Aztec Finance Departments to maintain accurate financial records of the City, including an accurate balance of the City's Accounts Receivable; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY that the uncollectible utility accounts be shown on the attached schedule be removed from the list of accounts receivable for the City of Aztec and that the Aztec City Commission adopt this resolution as a formal approval to remove the referenced list of uncollectible accounts from the City's list of accounts receivable.

PASSED, APPROVED, SIGNED AND ADOPTED this 11TH day of December 2018, by the Aztec City Commission, City of Aztec, New Mexico.

Mayor Victor C. Snover

ATTEST:

Karla Sayler, City Clerk CMC

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: IX. CONSENT AGENDA (F)
AGENDA TITLE: Resolution 2018-1113 Municipal Surplus

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval of Resolution 2018-1113
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

- N/A

FISCAL IMPACTS

- Revenues from sale of surplus items will be applied to General Fund / Joint Utility Fund

SUPPORT DOCUMENTS: Resolution 2018-1113
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1113 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

**CITY OF AZTEC
RESOLUTION 2018-1113
DECEMBER 11, 2018**

MUNICIPAL SURPLUS

LIBRARY SURPLUS	
TITLE	AUTHOR
Black-footed ferrets : back from the brink	Miriam Aronin
Parasyte. 4 / Hitoshi Iwaaki	Andrew Cunningham
Parasyte. 5 / Hitoshi Iwaaki	Andrew Cunningham
Wolves	Anne Welsbacher
The bear	Laura Barghusen
Bears	Catherine Lukas
Polar bear alert	
Snoopy cowabunga	
Lego awesome ideas	
Lasers : now and into the future	Steve Parker
Long-distance communication	Mary Hertz Scarbrough
Sonar	Karen Price Hossell
Machines and inventions	David Jefferis
Simple machines	Fran Whittle, Sarah Lawrence
Cranes	David and Penny Glover
The search for sunken treasure	Nicola Barber and Anita Ganeri
Castle	Christopher Gravett
The atom bomb : creating and exploding the first nuclear weapon	Tamra Orr
The hydrogen bomb : unleashing the nuclear age and the arms race	Tamra Orr
Fighter planes	Matt Doeden
Polar bear : habitats, life cycles, food chains, threats	Malcolm Penny
Polar bears	Ann O. Squire
Baby seal	Aubrey Lang
The gorilla	Anne Ake
Apes and monkeys	John Grassy
What on earth is a galago?	Edward R. Ricciuti
Primates : from howler monkeys to humans	Erin Pembrey Swan
Children of time: evolution and the human story	
Baboons	Melissa Stewart
Don't let the pigeon drive the bus / words and pictures by Mo Willems	
Materials	
Wood	Steve Parker
The super science book of materials	Graham Peacock and Cally Chambers

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Glass	Sarah Levete
Energy	Jack Challoner
Energy and forces	Terry Jennings
Science fair projects with electricity & electronics	Bob Bonnet & Dan Keen
Nolo's essential guide to divorce	
Environmental technology	Andrew Solway
Firefighters	Stephanie Turnbull
Firefighters	Brenda Ralph Lewis
Fire trucks	Carol K. Lindeen
What happens at a firehouse?	Kathleen Pohl
Fire trucks	David and Penny Glover
The Spirit of St. Louis	R. Conrad Stein
Zeppelin! : the age of the airship	Andrew Donkin
Aircraft	Ian Graham
Superbikes	Connor Dayton
Choppers	Connor Dayton
Motorcycles	Jason Cooper
Big machines rescue	
Earth movers	Sarah Tieck
Dump trucks and other big machines	Ian Graham
At a construction site	Ian Graham
Mega trucks	Deborah Murrell & Christiane Gunzi
Busy trucks	Monica Hughes
Monster trucks	Ian Graham
Trucks	David and Penny Glover
How it happens at the truck plant	Jenna Anderson
In the air	Ian Graham
Ships	Jonathan Potter
Aircraft carriers	Matt Doeden
Aircraft carriers : the Nimitz class	Michael and Gladys Green
Rescue boats	Carol K. Lindeen
How it happens at the boat factory Dawn Frederick	Carol K. Lindeen
Construction	Gallimard Jeunesse and Philippe Biard
Build it! : activities for setting up super structures	Keith Good
Low riders = Autos low rider	Scott P. Werther

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Monster trucks = Camionetas gigantes	Scott P. Werther
Steam trains	
The Concise illustrated book of steam trains	D. Avery
Pickup trucks	Sarah L. Schuette
Cars	Scott Steedman
Camaros	Eric Ethan
Corvettes	Eric Ethan
Firebirds	Eric Ethan
GTOs	Eric Ethan
Mustangs	Eric Ethan
Cobras	Eric Ethan
Motorcycles	Ian Graham
Cars	Ian Graham
Cool careers without college for people who love to drive	Robert Greenberger
Careers in outer space : new business opportunities	Edward Willett
Future space : robot explorers	David Jerreri
On the shuttle : eight days in space	Barbara Bondar
Satellites	Ron Miller
Life aboard a space station	Michael P. Belfiore
Spacecraft	David Jefferis
Mission control	Deborah A. Shearer
Agriculture	Dianne Hansen
Genetically modified foods	Nigel Hawkes
Hooray for orchards!	Bobbie Kalman
Street bikes = Motos de calle	Connor Dayton
Life On a Dairy Farm	Judy Wolfman
In the days of the vaqueros : America's first true cowboys	Russell Freedman
Sheep	Heather C. Hudak
Life on a goat farm	Judy Wolfman
The life of a chicken	Clare Hibbert
Your rabbit : a kid's guide to raising and showing	Nancy Searle
Gerbils	Tina Hearne
Life on the ranch	Bobbie Kalman
Veterinarians help keep animals healthy	Bobbie Kalman
Emergency vets	Betsy Marino
Arabian horses	Janet L. Gammie
Palomino horses	Janet L. Gammie
Pinto horses	Janet L. Gammie

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Shetland ponies	Janet L. Gammie
Thoroughbred horses	Janet L. Gammie
A field full of horses	Peter Hansard
Once upon a horse : a history of horses	Suzanne Jurmain
Lii : the horse	Merton Sandoval
Hold your horses : a feedbag full of fact and fable	Milton Meltzer
Galloping across the USA : horses in American life	Martin W. Sandler
Glamourpuss	Sarah Weeks
Dog	Kate Petty
The enemy: a Reacher novel	
The quick and the dead	
Unexpected blessings	Barbara Taylor Bradford
Edge of evil	J.A. Jance
The guide to remedies: homeopathy, essential oils, crystals, home remedies	
Elena and Naomi's big adventure	
If you give a mouse a cookie	
Halloween in Anopha	
Glimpses of other realities. volume I: facts and eyewitnesses	
Why do dogs do that?	Nancy White
R.E.A.D. dogs	
Dog heroes : a story poster book with tales of dramatic rescues, courages journeys, and true-blue friendships	
Poodles	Lynn M. Stone
Sled dogs	
Why do cats do that?	Nancy White
The cat care manual	Bradley Viner
Rats	June McNicholas
From pests to pets : how small mammals became our friends	John Zeaman
Rats and mice	Jinny Johnson
Life of a dog	Clare Hibbert
Tropical fish	Neal Pronek
Care for a pet tarantula	Amie Jane Leavitt
Worms	Theresa Greenaway
Where once there was a wood	Denise Fleming
Wildlife rehabilitators to the rescue	
Reptile style	Beth Gruber
Geckos	Sonia Hernandez-Divers

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Snakes and such	Alvin Silverstein
Care for a pet chameleon	Jim Whiting
Fish : how to choose and care for a fish	Laura S. Jeffrey
Care for a pet mouse	Amie Jane Leavitt
Rodents rule!	Meredith Phillips
What happens at a dairy farm?	Kathleen Pohl
Ants	Theresa Greenaway
Spiders	Theresa Greenaway
Tadpoles	Theresa Greenaway
Truck	Claire Llewellyn
Budgerigars : everything about purchase, care, nutrition, behavior, and training	Hildegard Niemann
The true story of Stellina	Matteo Pericoli
An Easter holiday cookbook	Emily Raabe
A Hanukkah holiday cookbook	Emily Raabe
A Passover holiday cookbook	Emily Raabe
A Kwanzaa holiday cookbook	Emily Raabe
Pizzas & punk potatoes	Arielle Rosin
Israel	Ronne Randall
Cool cuisine for super sleepovers : easy recipes for kids to cook	Lisa Wagner
Am I blue	Devin Grayson
Teen titans go!	
Dinosaurs alive	
Star Wars: mysteries of the Jedi	
The long way home	Joss Whedon
Triceratops = Triceratops	Joanne Mattern
Ice cream treats : the inside scoop	Paul Fleisher
Cupcakes for princesses	
Bread and cereal	Cynthia Klingel and Robert B. Noyed
What happens at a bakery?	Kathleen Pohl
Houses and homes	John Williams
Fancy dressing	Cheryl Brown & Anita Ruddell
Como cuidar mi pelo	Terri DeGezelle
Como cuidar mi piel	Terri DeGezelle
Family survival	Jan Clark
Spic-and-span: Lillian Gilbreth's wonder kitchen	
Masks	Clare Beaton

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Earning money	Heather Hammonds
Breaking the code with cryptography : analyzing patterns	Janey Levy
Cryptologists : life making and breaking codes	Aaron Rosenberg
Cool careers without college for people who love to sell things	Carolyn Gard
The debate about genetic engineering	Pete Moore
Fossil fuels	Andrew Solway
Food technology	Ian Graham
How it happens at the candy company	Jenna Anderson
A day in the life of a colonial miller	Laurie Krebs
Civil War cooking : the Confederacy	Susan Dosier
Cooking on the Lewis and Clark Expedition	Mary Gunderson
Food	Fiona MacDonald
Bread, rice, and pasta	Susan Martineau and Hel James
Healthy eating : fruits and vegetables	Susan Martineau and Hel James
Meat, fish, and eggs	Susan Martineau and Hel James
Milk, butter, and cheese	Susan Martineau and Hel James
Food : feasts, cooks & kitchens	Richard Tames
Cool careers without college for people who love food Kerry Hinton	
Cooking by the numbers	
Tiny treats	Julia A. Monroe
Roald Dahl's revolting recipes	
A day in the life of a Colonial blacksmith	Kathy Wilmore
Kids' projects you can make	
Skateboards : from start to finish	Devon Howard
What happens at a toy factory?	Kathleen Pohl
A day in the life of a builder	Linda Hayward
Pyramid	David Macaulay
How did they build that? Airport	Matt Mullins
Cool careers without college for people who love to fix things	Linda Bickerstaff
Glass	Steve Parker
Metals	Sarah Leveté
Metals	Steve Parker
How things are made	Laurence Otteinheimer-Macquet
Soldering	

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Textiles	Steve Parker
A rubber tire	Sarah Ridley
Eating the alphabet : fruits and vegetables from A to Z	Lois Ehlert
Cheerios cookbook : tasty treats and clever crafts for kids	
Drinks and desserts	S.J.A. de Villiers and Eunice van der Berg
Fabulous feasts / Peter Kent	
Fats and sweets	Cynthia Klingel and Robert B. Noyed
What's in your soda	
First baking activity book	Helen Drew
American Indian foods	Jay Miller
The early family home	Bobbie Kalman
Food for the settler	Bobbie Kalman
Cooking the German way	Helga Parnell
Cooking the Chinese way / Ling Yu	
The kids' multicultural cookbook : food & fun around the world	Deanna F. Cook
Cooking the Chinese way	Ling Yu
The kids' multicultural cookbook : food & fun around the world	Deanna F. Cook
Grains	
My friend has dyspraxia	Nicola Edwards
Sam uses a wheelchair	Jillian Powell
Zack has asthma	Jillian Powell
Becky has diabetes	Jillian Powell
Luke has Down's syndrome	Jillian Powell
Aneil has a food allergy	Jillian Powell
Investigating me	Tony Seddon
Safety	Carol Ballard
Alone in the wilderness! : Brennan Hawkins' story of survival	Tim O'Shei
Polar region survival	Jim Pipe
David's story : a book about surgery	Benjamin Brink
Como cuidar mis dientes	Terri DeGezelle
Como cuidar mis ojos	Terri DeGezelle
Hearing loss	Carol Baldwin
Como cuidar mis oidos	Sarah L. Schuette
Todo lo que necesitas saber sobre los peligros del tatuaje y el body piercing	Laura Reybold
The first test tube baby	Fiona Macdonald

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My friend has dyslexia	Nicola Edwards
Food safety	Joan Kalbacken
What does an EMT do?	Anna Louise Jordan
The immune system	Susie Derkins
Diabetes	Claire Llewellyn
A magic ride in foozbah-land : [an inside look at diabetes	Jean Betschart
Taking diabetes to school	Kim Gosselin
Trick-or-treat for diabetes	Kim Gosselin
Head lice	Angela Royston
Staying safe at home	Joanne Mattern
Staying safe in the car	Joanne Mattern
Blackouts : a practical survival guide	Ann Byers
Yoga for kids	Liz Lark
Yoga in action	Kelley MacAulay & Bobbie Kalman
Fundamental strength training	Jeff Savage
Todo lo que necesitas saber sobre el cigarrillo	Elizabeth Keyishian
Plague and pandemic alert! : disaster alert!	Julie Karner
The search for cures from the rainforest	Carol Ballard
Mysterious healing	Brian Innes
Harmful substances	Carol Ballard
book: Hallucinogens and your neurons : the incredibly disgusting story	Holly Cefrey
Depression & mental health	Peter Sanders and Steve Myers
50 nifty super animal origami crafts	Jill Smolinski
Clay	Malcolm S. Walker
How to draw spacecraft	Mike Roussel
Drawing with charcoal and pastels	Paige Henson
Drawing with markers	Paige Henson
How to draw Indian arts and crafts	John Meiczinger
Drawing with objects	Godeleine de Rosamel
Shape it! : magnificent projects for molding materials	Keith Good
Paper dinosaurs	David Hawcock
Making basic origami shapes step by step	Michael G. LaFosse
Making origami Christmas decorations step by step	Michael G. LaFosse
Making origami fish step by step	Michael G. LaFosse
Making origami puzzles step by step	Michael G. LaFosse
Making origami puzzles step by step	Michael G. LaFosse

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Cocaine and your nose : the incredibly disgusting story	Melanie Ann Apel
My friend has epilepsy	Anna Levene
Salmonella	Kris Hirschmann
Todo lo que necesitas saber sobre las enfermedades de transmision sexual	Samuel G. Woods
AIDS & science	Nat Cotts
The Roman Colosseum	Fiona Macdonald
Cathedral: the story of its construction	
The medieval cathedral	William W. Lace
The 18th century : artists, writers, and composers	Sarah Halliwell
Ideas that changed the world	Julie Ferris
Inventors and inventions in colonial America	Charlie Samuel
Medicine	Steve Parker
A day in the life of a doctor	Linda Hayward
A day in the life of a colonial doctor	Laurie Krebs
Our bodies	Casey Horton
Making origami vehicles step by step	Michael G. LaFosse
Houses	Gallimard Jeunesse and Claude Delasfosse
Plank house	Dolores A. Dyer
Totem pole	Diane Hoyt-Goldsmith
Sculpture	Sue Nicholson
Stone giant: Michelangelo's David and how he came to be	
Totally cool polymer clay projects	Marie Browning
My painted house, my friendly chicken, and me	Maya Angelou
book: Art	Antony Mason
Surrealism	Linda Bolton
Inside the human body	Kate Barnes
Amazing body science	Nicole Carmichael
Your skin weighs more than your brain : and other freaky facts about your skin, skeleton, and other body parts	Barbara Seuling
Human body	David Jefferis
The body	Steve Parker
Your tongue can tell : discover your sense of taste	Vicki Cobb
Seeing things	Allan Fowler
Your brain	Anita Ganeri
The sixth sense and other special senses	Karen Hartley, Chris Macro, and Philip Taylor
The nervous system	Walter Oleksy

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Brain, nerves, and senses	Steve Parker
The sense of touch	Mari Schuh
How do our ears hear?	Carol Ballard
The ultimate guys' body book	
Dairy	
Fruits	
Protein	
Vegetables	
Vitamins and minerals	Joan Kalbacken
Vegetables	Cynthia Klingel and Robert B. Noyed
The way things work	David Macaulay
Cool stuff and how it works	Chris Woodford
Farming and industry	Patience Coster
Future	Michael Tambini
Turn on the lights-- from bed! : inventions, contraptions, and gadgets kids can build	Robert S. Carrow
Invention	Lionel Bender
Technology in the time of the Vikings	Peter Hicks
Technology in the time of the Vikings	Peter Hicks
Tell me about the human body	
The human machine : an owner's guide to the body	Richard Walker
The circulatory system	Walter Oleksy
Your lungs	Anita Ganeri
The respiratory system	Justin Lee
The digestive system	Ben Morrison
The endocrine and reproductive systems	Melissa L. Kim
What happens when you are born and grow?	Jacqui Bailey
Human reproduction and development	Adolfo Cassan
The reproductive system	Kerri O'Donnell
The muscular system	Katherine White
At the zoo	Sandra Granseth and Heather M. Hephner
Crazy creatures	Gerald M. Knox
Let's pretend	
Look up, up, up	
Make believe	
Natural materials	Erica Burt

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50 nifty super crafts to make with things around the house	Cambria Cohen
How to have fun with letters	Stewart Cowley
Food crafts	Chris Deshpande
Kidtopia: 'round the country and back through time in 60 projects	Roberta Gould
Knot again : the complete lanyard kit!	Margaret A. Hartelius
Button crafts	Margaret Holtschlag and Carol Trojanowski
Southwestern arts and crafts projects	Nancy Krenz and Patricia Byrnes
Let's go exploring	Sandra Granseth and Mary Major Williams
Animal crafts	Iain MacLeod-Brudenell
Costume crafts	Iain MacLeod-Brudenell
The rainy day activity book : how to make play dough, bubbles, monster repellent and more!	Jennifer Rader
In print! : 40 cool publishing projects for kids	Joe Rhatigan
Christmas presents kids can make	Kathy Ross
Crafts from your favorite fairy tales	Kathy Ross
Early pleasures & pastimes	Bobbie Kalman
The American Girls Club handbook	Jodi Evert
How to haunt a house for Halloween , the madman of magic	Friedhoffer & Harriet Brown
Detectives	Hazel Songhurst
Explorers	Hazel Songhurst
Entertainment Hall of Fame	Morgan Hughes
Fairs and circuses	Miriam Moss
The world's most dangerous stunts	Tim O'Shei
Daredevils	Claire Watts
The man who walked between the towers	Mordicai Gerstein
Atlantis, the lost empire : the essential guide	David John
Ed Emberley's Great thumbprint drawing book	
Crafty stamping	Petra Boase
National Geographic photography guide for kids	Neil Johnson
Inventing the camera	Joanne Richter
Cool Latin music : create & appreciate what makes music great!	Mary Lindeen
Jazz : my music, my people	Morgan Monceaux
Saints	Ruth Thomson
Out & about	Anne Civardi
Grisly & gruesome	Ruth Thomson
Handmade cards	Tamsin Carter

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Easy-to-make Christmas crafts	Judith Conaway
Projects for Easter & holiday activities	Jean Cooke
Kwanzaa crafts	Judith Hoffman Corwin
Thanksgiving crafts	Judith Hoffman Corwin
Valentine crafts	Judith Hoffman Corwin
Festival crafts	Chris Deshpande
175 easy-to-do Thanksgiving crafts	Sharon Dunn Umnik
Calligraphy	Fiona Campbell
My Easter basket : stories, songs, poems, recipes, crafts, and fun for kids	Sheri Brownrigg
Holiday handiwork	Gillian Souter
Thanksgiving holiday grab bag	Judith Stamper
Creative calligraphy	Peter Halliday
Songs and stories of the North American Indians, with rhythm indications for drum accompaniment.	Paul Glass
Let's sing and learn in Spanish [sound recording]	Neraida Smith
When Marian sang : the true recital of Marian Anderson : the voice of a century	Pam Munoz Ryan
The story of my feelings	Laurie Berkner
One Direction	
The kids' guide to digital photography: how to shoot, save, play with & print your digital photos	
Justin Bieber: Oh Baby	
Stringed instruments	M.J. Knight
Classic guitar for the young beginner	William Bay
Brass and woodwinds	M.J. Knight
Band = Banda	Rae Emmer
Filming a blockbuster	Peter Mellett
Godzilla	Adam Woog
Adam Sandler	Geoffrey M. Horn
Movie stunts and special effects	Geoffrey M. Horn
Will Smith	Susan K. Mitchell
Star wars, the clone wars character encyclopedia	
Fiestas : a year of Latin American songs of celebration	Jose-Luis Orozco
N Sync	John F. Grabowski
Renaissance of rock : the British invasion	Stuart A. Kallen
Renaissance of rock : the sixties-sounds of America	Stuart A. Kallen
Rock in retrospect-- the 1980's	Stuart A. Kallen
The revolution of rock : the 1970's	Stuart A. Kallen

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The roots of rock	Stuart A. Kallen
The twelve days of Christmas	Susan Swan
Keyboards	M.J. Knight
Percussion	M.J. Knight
Things to make for your doll	Kathy Ross
Things to make for your doll	Kathy Ross
Myths & legends	Anne Civardi
Writing and printing : facts, things to make, activities	Chris Oxlade
Berry smudges and leaf prints : finding and making colors from nature	Ellen B. Senisi
Painting on rocks for kids	Lin Wellford
Paper bag crafts	Jeri Dayle
Having fun with textiles	Sarah Medina
Fabric	Monica Stoppleman & Carol Crowe
Sock crafts	Jeri Dayle
Famous paintings; an introduction to art	
The great migration : an American story	Jacob Lawrence
Van Gogh	Andrew Hughes
The Cherokee : native basket weavers	Therese DeAngelis
Fashion design : the art of style	Jen Jones
Fashion trends : how popular style is shaped	Jen Jones
Fashion careers : finding the right fit	Jen Jones
Decorative painting	Judy Balchin
Painting with watercolors	Paige Henson
Color	Paul Flux
Crafts from your favorite children's stories	Kathy Ross
Great gifts	Gillian Souter
Odds 'n' ends art	Gillian Souter
Rainy day fun	Gillian Souter
Cool careers without college for people who love crafts	Stephanie Mannino
Middle Eastern crafts kids can do!	Sarah Hartman
Hispanic-American crafts kids can do!	Fay Robinson
American Indian crafts kids can do!	Carol Gnojewski
African-American crafts kids can do!	Carol Gnojewski
Making art with wood	Gillian Chapman & Pam Robson
Paper crafts	Moira Butterfield
Look what you can make with boxes	Lorianne Siomades

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Paper jungle	Sally and Stewart Walton
Ndebele beadwork : African artistry	Ann Stalcup
50 nifty super scary crafts and things to do	Alison Bell
Hanimals	Mario Mariotti
Crafts for kids who are wild about reptiles	Kathy Ross
Play with models	Ivan Bulloch
Toys	Meryl Doney
Modeling dinosaurs	Isidro Sanchez
Aya	Marguerite Abouet & Clelment Oubrierie
Clothes and crafts in ancient Egypt	Richard Balkwill
Clothes and crafts in Aztec times	Imogen Dawson
Clothes and crafts in Roman times	Philip Steele
Clothes & crafts in ancient Greece	Philip Steele
Clothespin crafts	Margaret Holtschlag and Carol Trojanowski
Wild animals	Patricia Walsh
Woodland animals	Patricia Walsh
How to draw horses	Carrie A. Snyder
How to draw boats, trains & planes	Michael LaPlaca
Painting and coloring dinosaurs	Isidro Sanchez
Ralph Masiello's bug drawing book	Ralph Masiello
I can draw country animals	Helene Leroux-Hugon
Learn to draw American landmarks & historical heroes	
Create your own magazine	Barbara Taylor
Ed Emberley's Drawing book of faces	
How to draw terrifying robots	Aaron Sautter
The scraps book: notes from a colorful life	
The last knight : an introduction to Don Quixote	Will Eisner
At the circus	Sandra Granseth and Mary Major Williams
Disney's Kilala princess. Vol. 3	Rika Tanaka
Disney's Kilala princess. Vol. 1	Rika Tanaka
Disney's Kilala princess. Vol. 2	Rika Tanaka
Machine teen : --History 101001	Marc Sumerak
Satchel Paige : striking out Jim Crow	James Sturm & Rich Tommaso
Draw 50 nifty cartoon characters	Amy Margaret
Serenity : those left behind	Joss Whedon & Brett

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	Matthews
Mummy	Bart A. Thompson
Great heroes	Seymour Reit
Travel & adventure	Seymour Reit
Cyber patrol	Robert Cutting
Falling Star	Robert Cutting
March of the dinosaurs	Robert Cutting
Spider-Man and Kitty Pryde in Down with the monsters!	Bill Mantlo & Ron Frenz
Dash to the finish!	Jeremy Diamond
From zero to hero	Jeremy Diamond
Wolves at the gate	Drew Goddard, Joss Whedon
L. Frank Baum's The Wizard of Oz : the graphic novel	Michael Cavallaro
Mary Shelley's Frankenstein : the graphic novel	Gary Reed
Cool comics : creating fun and fascinating collections !	Pam Price
Operation: H.o.w. t.o. d.r.a.w.	Maria B. Alfano
Bronc riding	Josepha Sherman
Bull riding	Josepha Sherman
Dance hall of the dead	
Anna Sewell's Black Beauty : the graphic novel	June Brigman and Roy Richardson
Road to revolution	Stan Mack and Susan Champlin
Cartooning for kids	Marge Lightfoot
Historical adventure	
Ropers and riders	Josepha Sherman
Steer wrestling	Josepha Sherman
Welcome to the rodeo	Josepha Sherman
Barrel racing	Janell Broyles
An actor on the Elizabethan stage	Stephen Currie
A history of the Elizabethan theater	Adam Woog
Ballet	Darcey Bussell
The incredible dinosaur expedition	Karen Dolby
50 nifty super more travel games	K. D. Kuch
60 super simple more travel games	Jill Smolinski
Boxing legends	Bob Italia
Going for gold!	Andrew Donkin
Sidewalk games around the world	Arlene Erlbach
Skate boarding	Jane Mersky Leder

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Roller hockey	Cam Millar
In-line skating! Get aggressive	Laura Kaminker
Sports	Deborah Cannarella, Jane Fournier
Basketball legends	Paul J. Deegan
Baseball legends	Bob Italia
Winning chess : tactics & strategies	Ted Nottingham, Al Lawrence & Bob Wade
A smart kid's guide to playing online games	David J. Jakubiak
101 best family card games	Alfred Sheinwold
The grapes of math : mind-stretching math riddles	Greg Tang
Disney fairies	Art Mawhinney
Can you see what I see? : on a scary, scary night	Walter Wick
Can you see what I see? : on the road	Walter Wick
Can you see what I see? The night before Christmas : picture puzzles to search and solve	Walter Wick
I spy A to Z : a book of picture riddles	Jean Marzollo
I spy fantasy : a book of picture riddles	Walter Wick
I spy fun house : a book of picture riddles	Walter Wick
I spy spooky night : a book of picture riddles	Walter Wick
I spy spectacular: a book of picture riddles	Walter Wick
Juggling step-by-step	Bobby Besmehn
Magic tricks, science facts	Friedhoffer, the Madman of Magic
More magic tricks, science facts	Friedhoffer, the Madman of Magic
Easy card tricks	Peter Arnold
Skateboarding! Surf the pavement	L.M. Burke
Awesome obstacles : how to build your own skateboard ramps and ledges	Justin Hocking
Dream builders : the world's best skate park creators	Justin Hocking
Off the wall : a skateboarder's guide to riding bowls and pools	Justin Hocking
Rippin' ramps : a skateboarder's guide to riding half-pipes	Justin Hocking
Taking action : how to get your city to build a public skate park	Justin Hocking
Technical terrain : a skateboarder's guide to riding skate park street courses	Justin Hocking
History of skateboarding : from the backyard to the big time	Michael Martin
A beginner's guide to very cool skateboarding tricks	Aaron Rosenberg
Wimbledon	Jeff Kubik

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Tennis in action	John Crossingham
The best of the best in soccer	Rachel Rutledge
David Beckham : soccer megastar	Rebecca Thatcher Murcia
Mia Hamm, soccer star	Rob Kirkpatrick
Soccer	Pete Farrow
How to improve at soccer	Jim Drewett
David Beckham's soccer skills	David Beckham
Football stars	S.A. Kramer
Basketball	John Wright
The Phoenix Suns	Mark Stewart
The best of the best in basketball	Rachel Rutledge
NBA superstars 2006	John Fawaz
Basketball, soccer, and other ball games	Jason Page
The complete book of skateboards and skateboarding gear	Brian Wingate

**CITY OF AZTEC
RESOLUTION 2018-1113**

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, SIGNED AND ADOPTED this 11th day of December 2018, by the Aztec City Commission, City of Aztec, New Mexico.

Mayor Victor C. Snover

ATTEST:

Karla Sayler, City Clerk CMC

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: XII. BUSINESS ITEMS (A)
AGENDA TITLE: FY19 Funding Application San Juan County Partnership, Inc.

ACTION REQUESTED BY: San Juan County Partnership, Inc.
ACTION REQUESTED: Determination of Amount of Funding
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

The FY19 Adopted Budget includes funds to allow the City Commission to respond to community funding requests during the fiscal year. These funds are appropriated at the discretion of the City Commission. As of December 11, 2018, \$16,606 is available.

- Requests funded this year include:

Aztec Boys and Girls Club	\$ 25,000
Aztec Ruins National Park	\$ 540
Aztec Museum Association	\$ 10,000

San Juan County Partnership, Inc. has submitted a request for funding for the Creating Cultural Harmony Conference. The conference is scheduled for February 22, 2019 at San Juan College and celebrates the diverse cultures in the Four Corners providing information and education on pertinent community issues. The funding request is a minimum of \$100 to a maximum of \$2,000. A representative with San Juan County Partnership Inc will be available to present the request to the Commission.

The City has provided support to a variety of programs through San Juan County Partnership:

- September 2006: Energy Conservation Program \$1,000
- July 2006: San Juan County Meth Coalition \$5,000
- October 2005: Affordable Housing Forum \$2,500
- June 1995: Needs Assessment Survey \$1,500

PROCUREMENT / PURCHASING (if applicable)

N/A

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

Available balance for appropriation by Commission: \$16,606.

SUPPORT DOCUMENTS: • San Juan County Partnership Inc. Request for Funding

RECOMMENDED MOTION: Move to Approve funding to the San Juan County Partnership, Inc. in the amount of \$.

CITY OF AZTEC
REQUEST FOR FUNDING APPLICATION
FISCAL YEAR 2019

Today's Date:	11/26/2018		
Organization Name:	San Juan County Partnership, Inc.		
Name of Project/Program/Event:	Creating Cultural Harmony Conference		
What City Commission Goal(s) would this funding address: (Check all that apply)	<input type="checkbox"/> Safe, Clean, Livable Community	<input type="checkbox"/> Cost Effective Public Services	<input type="checkbox"/> Economic Development
	<input type="checkbox"/> Financial Stability of Public Funds	<input checked="" type="checkbox"/> Local / Regional Partnerships	<input type="checkbox"/> Environmental Practices
		<input checked="" type="checkbox"/> Enhance Quality of Life	<input checked="" type="checkbox"/> Citizen Involvement

FUNDING REQUEST INFORMATION

Describe the need for the funding:
 Sponsorship is needed for this bi-annual cultural conference that will be held on Feb. 22, 2019. The conference celebrates the diverse cultures in the Four Corners and provides information and education on pertinent community issues.

Describe how funding would be utilized:
 Funding will be used to bring a keynote speaker and presenters to the conference to provide area residents, businesses and professional staff with information and education pertinent to cultural harmony within our area.

Location of project site (maps may be attached):
 The conference will be held at San Juan College.

How will success of the project be measured?
 Evaluations of the keynote speaker, breakout sessions and the overall conference are collected and reviewed.

Total Amount Requested:	Minimum Amount :	Date Funding Required:
\$ 2,000.00	\$ 100.00	01/15/2019

Can project be phased? If so, describe the phases including timelines.

PROJECT TYPE	START	END	AMOUNT REQUESTED	MATCHING FUNDS	TOTAL PROJECT BUDGET
Construction/Renovation					
Design/Engineering					
Equipment					
Vehicle					
Special Program or Event - attach detailed description, budget and marketing materials/brochures for program or event	02/22/2019	02/22/2019	\$ 2,000.00	\$ 13,000.00	\$ 15,000.00
Totals			\$ 2,000.00	\$ 13,000.00	\$ 15,000.00

ORGANIZATION INFORMATION

Organization Legal Name:	Website:		
San Juan County Partnership, Inc.	sjcpartnership.org		
Organization Main Address:	City:	State:	ZIP Code:
3535 E. 30th St., Ste. 239	Farmington	NM	87402
Organization <u>Mailing</u> Address:	City:	State:	ZIP Code:
same			

Principal Contact: Pamela Drake	Phone Number: (505) 566-5867	Fax Number: (505) 566-5870
Title: Executive Director	Email Address: drakep@sjcpartnership.org	
Chief Executive Officer (or equivalent): same as above	Phone Number:	Fax Number:
Title:	Email Address:	

What Type of Service does the Organization Provide (Check all that apply)				<input checked="" type="checkbox"/> Educational	<input type="checkbox"/> Child Care	<input checked="" type="checkbox"/> Youth Services
<input checked="" type="checkbox"/> Housing / Homeless	<input type="checkbox"/> Senior Services	<input checked="" type="checkbox"/> Drug / Alcohol Related	<input type="checkbox"/> Recreation	<input type="checkbox"/> Economic Development	<input checked="" type="checkbox"/> Community Event	<input type="checkbox"/> [Other]
EIN/Taxpayer ID Number: 85-0408661	Indicate Tax Status of Organization (include IRS letter of determination): 501(c)3	Has the Organization's tax-exempt status been revoked in the past five years? If yes, attach explanation no				

Briefly describe mission, history and principal programs and activities of the Organization:
The mission of San Juan County Partnership is as follows: Working together, with all ages and cultures, to promote community wellness and prevention awareness. San Juan County Partnership is a community action agency, facilitating collaboration and resource identification and sharing. The Partnership provides prevention programming for youth and families; raises the awareness of prevention efforts; supports community planning activities and projects; serves as a forum for community input, networking and resource sharing; and, administers local and statewide programs. Those who benefit from the Partnership are community agencies and organizations, government and private business, schools, families and the community at large.

Has entity received funding from the City of Aztec previously? If so, when, amount received and how funds were used:
 In 2005 or 2006, SJCP received \$1000 for the afterschool program that we coordinated in Aztec at that time.

How many paid full-time equivalents does the Organization have? 6	How many paid part-time equivalents does the Organization have? 3
Are Organization services and/or programs available to all residents of the City of Aztec? If no or restricted, please explain. Yes	Are fees charged for services? No
Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services? No	Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe. Yes. We will receive funding from the City of Farmington's Community Relations Commission. We have some other applications out as well.

REPRESENTATION

I, Pamela Drake, as Executive Director, have the authority to submit this funding request on behalf of San Juan County Partnership, Inc., and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a verbal report is required before the City Commission prior to July 1, 2019.

Signature: Pamela Drake Date: 11/28/18



"Working together with people of all ages and cultures, to develop community wellness and prevention awareness."



The 19th Creating Cultural Harmony Conference

The Creating Cultural Harmony Conference is a one day event that is held to celebrate the diverse cultures in the Four Corners and offer attendees an opportunity to become more informed about philosophies, ideas, cultures and programs that make our area a great place to live. The conference is held every other year; the upcoming conference will take place on February 22, 2019. The first conference was held in 1992 and was held annually for about ten years. Attendance is approximately 250-300 people who are from San Juan County and the Four Corners region.

The content of each conference is specific to the theme that year. This year's theme is *"Connections: As we celebrate our diverse cultures, we recognize the importance of connections--with our land, communities, neighbors, friends and families. This conference will emphasize the need for making and maintaining connections and building relationships that are essential to the well-being of the Four Corners."*

The Conference will have a keynote speaker and several breakout sessions. A youth track is provided for high school students, to encourage their appreciation of diversity, develop their cultural competence and leadership skills. We strive to ensure that all of the presentations contain positive messages for the participants to take with them when the conference is over, to share with their communities.

The Creating Cultural Harmony Conference has historically been held as a means of supporting intercultural appreciation and respect. The presenters and entertainers are selected to be representative of the cultures in San Juan County. Those who attend the conference are residents, adult and youth, behavioral health providers, school personnel, government, businesses and healthcare workers. Besides the reasonable registration, we try to offer scholarships each year. Continuing Education Units in Social Work and Substance Abuse Prevention are available for attendees.

Presenters are representative of the ethnic diversity in our area. We also include multi-cultural entertainment. Out of area and out of state presenters and participants have stated that, for a locally supported and coordinated event, they are impressed by the professionalism of the conference.

Sponsors are included in our marketing efforts. SJCP advertises the conference on our facebook page where it is shared with our extensive network of collaborators and affiliates. We work with area newspapers for coverage through articles or public service announcements (psa's). PSA's will also go out to all of the radio stations, including those that reach the Navajo Nation. SJCP has a monthly interview time slot for two radio stations where we will feature the conference. This will take place in January. The conference will be described as it has been described in this application, but will also include the confirmed presenters and their subject matter, as well as the sponsors. Since it will be marketed throughout the County and by the methods described, a diverse population will be targeted.

BUDGET

1. Printing, postage, supplies	\$1000
2. Lunch/Continental breakfast	\$3000
3. Speakers/presenters: stipends, Travel, per diem	\$8,800 for individual or group, depending on Workshop or presentation Length
4. Entertainers	\$1,000
5. Advertising	\$1,000
6. CEU application	\$200
TOTAL	\$15,000

San Juan County Partnership Board of Directors

Board Member	Ethnic Group	Work Address	Office Term	Phone	Board Position and/or Committee	Occupation	Sector
John Dean jcatjhat@gmail.com aztdsah@nmcourts.gov	A	103 S. Oliver Dr. Aztec, NM 87410	12/18 1 st Term	W- 334- 6151	Vice Chair	District Judge	Elected Official
Kristine Carlson Kristine.carlson@pmsnm.org	A	Totah Behavioral Health 1615 Ojo Court Farmington, NM 87401	July/Annual	W- 564- 4804	Chair Partnership Membership Representative	Program and Clinical Administrator	Behavioral Health
Roque Velarde rvelarde@fintn.org	H	900 Municipal Dr. Farmington, NM 87401	11/19 1 st Term	W- 330- 4907	Member	Sergeant, Farmington Police Department	Law Enforcement
Rosalyn Fry rfry@aztecnm.gov	A	400 San Juan Ave. Aztec, NM 87410	9/20 1 st Term	C- 330-3248	Member	Aztec City Commissioner	Elected Official
Roseline Jose R_4jose@hotmail.com	H	208 E. Apache Street Farmington, NM 87401	9/20 1 st Term	W-327-1244 C-686-1645	Member	Shelter Case Manager Family Crisis Center	Representing Homeless Population
Sara Kaynor sarakaynor@sisna.com	A	1301 E 36th St Farmington, NM 87401	12/19 1 st Term	C – 801- 6117	Secretary/Treasurer	Private Citizen	Retired
Victor Valdez vicvaldez1@gmail.com	H	San Juan Regional Medical Center	12/19 2 nd Term		Member		
Wetona Becenti wetonab@yahoo.com	NA	P. O. Box 3257 Shiprock, NM 87420	9/20 1 st Term	W-368-1125	Member	Office of Diné Youth – Shiprock Agency	Youth Services

Staff Summary Report

MEETING DATE:	December 11, 2018
AGENDA ITEM:	XII. BUSINESS ITEM (B)
AGENDA TITLE:	Intent to Adopt Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Intent to Adopt Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries
SUMMARY BY:	Steven Saavedra – CFM

PROJECT DESCRIPTION / FACTS

The City of Aztec is proposing an ordinance that would regulate medical cannabis and medical marijuana dispensaries in certain zoning districts. New Mexico became the 12th state to allow medical cannabis with the Lynn and Erin Compassionate Use Act in 2007 (Senate Bill 523). A medical cannabis business shall be licensed and supervised in accordance with Sections 26-2B-1 through 26-2B-7 NMSA 1978, of the "Lynn and Erin Compassionate Use Act" and as administered by the New Mexico Department of Health, Public Health Division, Medical Cannabis Program. Such businesses shall not be permitted within 300-feet of any school, church, or daycare center and are only allowed in C-1, C-2, and M-1 Zoning Districts.

PROCUREMENT

N/a

FISCAL IMPACTS

N/a

SUPPORT DOCUMENTS: Ordinance 2018-487

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve The Intent to Adopt Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries.

**City Of Aztec
ORDINANCE 2018-487**

**An Ordinance to Amend Chapter 26 with the Addition of Zoning Regulations for
Medical Cannabis Dispensaries**

WHEREAS, The City of Aztec is proposing an ordinance that would allow medical cannabis and medical marijuana dispensaries in certain zoning districts; and

WHEREAS, A medical cannabis business shall be licensed and supervised in accordance with Sections 26-2B-1 through 26-2B-7 NMSA 1978, of the "Lynn and Erin Compassionate Use Act" and as administered by the New Mexico Department of Health, Public Health Division, Medical Cannabis Program; and

WHEREAS, Medical cannabis and medical marijuana dispensaries shall not be permitted within 300 feet of any school, church, or daycare center and are only allowed in C-1, C-2, and M-1 Zoning Districts

WHEREAS, New Mexico became the 12th state to allow medical cannabis with the Lynn and Erin Compassionate Use Act in 2007 (Senate Bill 523). .

NOW THEREFORE BE IT ORDAINED By the Governing Body of The City of Aztec, New Mexico that Ordinance 2008-487 amending Chapter 26, Article II, Divisions 6-8 and Article X.

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

Mayor Victor C. Snover

ATTEST:

Karla Sayler, City Clerk CMC

APPROVE AS TO FORM:

City Attorney

Advertised Date of Final Adoption: _____

Effective Date of Ordinance: _____

ARTICLE II. ZONE DISTRICT REGULATIONS

DIVISION 6. C-1 : LIMITED RETAIL / NEIGHBORHOOD COMMERCIAL DISTRICT

Sec. 26-2-61. In General.

This district is established as a mixed use neighborhood commercial district. An activity permissible in this district should attempt to locate in or near the City's "Central Business District". This district should contain the major bulk of the shopper's goods, specialty goods and professional services needed to satisfy the day-to-day requirements of the City's population. The district should also encourage in-fill housing, institutional uses, public buildings and spaces.

(Code 2007, 26-61)

Sec. 26-2-62. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory living quarters which are units permitted on the same parcel of land or within the principal building with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. Accessory Living quarters shall be permitted within the C-1 District but limited to the following:
 - (1) Accessory living quarters are secondary in use to the principal structure.
 - (2) No accessory building shall be used unless the principle building is being used.
 - (3) Accessory living quarters may be located within a second or third story of the primary use structure or the rear twenty-five percent (25%) of the primary structure.
 - (4) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.
4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, **medical cannabis dispensaries**, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.

6. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary or seasonal retail sales.
7. Studios. Studios may include photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
8. Mortuary.
(Code 2007, 26-62)

DIVISION 7. C-2 : GENERAL COMMERCIAL AND WHOLESALE DISTRICT

Sec. 26-2-71. In General.

This district is established to permit the uses specified under the C-1 District, plus commercial activities of both retail and wholesale nature, designed to serve the community or tourists. This district includes those uses normally adjacent to a central business district, and of a magnitude not normally compatible with residential areas. Some minor industrial usage not associated with objectionable noise and activities are permitted.

(Code 2007, 26-71)

Sec. 26-2-72. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory dwelling units which are units permitted on the same parcel of land or within the principal building with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. and accessory dwelling units shall be permitted within the C-1 District but limited to the following:
 - (1) Accessory dwelling units are secondary in use to the principal structure.
 - (2) No accessory building shall be used unless the principle building is being used.
 - (3) Accessory dwelling units may be located within a second or third story of the primary use structure or the rear twenty-five percent (25%) of the primary structure.
 - (4) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.

4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, **medical cannabis dispensaries**, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.
6. Retail and Wholesale Stores, Businesses or Shops. These businesses allow for the manufacturing, compounding, processing, assembling or treating of products including such activities as carpentry, plumbing, sheet metal working, upholstering, sign painting, rubber or metal stamp manufacturing, interior decoration, catering, baking, jewelry or curio making, tin smithing, and printing provided such activities shall be conducted within an enclosed building having business, that the number of persons engaging in the manufacturing process or assembling shall not be more than ten (10), not including office, clerical or delivery personnel; and provided further, that any activities or product on such premises shall not be objectionable, due to odor, dust, smoke, noise, vibration or other cause.
7. Wholesale Facilities. Such facilities provided that a wall of at least seven (7) feet in height is surrounding any outdoor storage area shall be required adjacent to any residential area, more restrictive district, motel, tourist court, cafe, restaurant or outdoor recreation area which existed at the time the wholesale business is established.
8. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary retail sales.
9. Studios. Studios may including photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
10. Mortuary.
11. Amusement Enterprises. This can including such activities as in-door theater, billiard parlor, bowling alley, sports arena, dance hall, auditorium, miniature golf course, commercial swimming pool and other similar facilities, provided any exterior lighting shall be so arranged as not to reflect into any contiguous lower district.
12. Automotive, Farm Implement or Trailer Sales. This is permitted provided that any exterior or outdoor area shall be surfaced with gravel, oil or other high type paving, that all repair of automobiles or trailers shall be conducted within a completely enclosed building, and provided further, that a solid fence or wall shall be maintained at a height of six to eight (6 to 8) feet around all outdoor storage areas including those where inoperative motor vehicles are stored, and along contiguous lots having a more restrictive district, or a motel, restaurant, cafe or other tourist oriented business, or a mobile home park.

(Code 2007, 26-72)

DIVISION 8. M-1 : LIGHT MANUFACTURING DISTRICT

Sec. 26-2-81. In General.

This district is regulated to permit the C-2 uses in addition to light manufacturing developments, but will exclude all residential uses excepting a accessory dwelling unit.

(Code 2007, 26-81)

Sec. 26-2-82. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory living quarters which are units permitted on the same parcel of land with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. Accessory Living quarters shall be permitted within the C-1 District but limited to the following:
 - (1) Accessory living quarters are secondary in use to the principal structure.
 - (2) No accessory building shall be used unless the principle building is being used.
 - (3) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.
4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, **medical cannabis dispensaries**, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.
6. Retail and Wholesale Stores, Businesses or Shops. These businesses allow for the manufacturing, compounding, processing, assembling or treating of products including such activities as carpentry, plumbing, sheet metal working, upholstering, sign painting, rubber or metal stamp manufacturing, interior decoration, catering, baking, jewelry or curio making, tinsmithing, and printing provided such activities shall be conducted within an enclosed building having business, that the number of persons engaging in the manufacturing process or assembling shall not be more than ten (10), not including office, clerical or delivery personnel; and provided further, that any activities or product on such premises shall not be objectionable, due to odor, dust, smoke, noise, vibration or other cause.

7. Wholesale Facilities. Such facilities provided that a wall of at least seven (7) feet in height is surrounding any outdoor storage area shall be required adjacent to any residential area, more restrictive district, motel, tourist court, cafe, restaurant or outdoor recreation area which existed at the time the wholesale business is established.
8. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary retail sales.
9. Studios. Studios may including photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
10. Mortuary.
11. Amusement Enterprises. This can including such activities as in-door theater, billiard parlor, bowling alley, sports arena, dance hall, auditorium, miniature golf course, commercial swimming pool and other similar facilities, provided any exterior lighting shall be so arranged as not to reflect into any contiguous lower district.
12. Automotive, Farm Implement or Trailer Sales. This is permitted provided that any exterior or outdoor area shall be surfaced with gravel, oil or other high type paving, that all repair of automobiles or trailers shall be conducted within a completely enclosed building, and provided further, that a solid fence or wall shall be maintained at a height of six to eight (6 to 8) feet around all outdoor storage areas including those where inoperative motor vehicles are stored, and along contiguous lots having a more restrictive district, or a motel, restaurant, cafe or other tourist oriented business, or a mobile home park.
13. Signs. Regulations on signs within this district are set forth in Chapter 20 of the City Codes.
14. Radio or Television Transmission. Radio or television transmittal is allowed provided that no assembly hall; studio or other place of public assembly is allowed.
15. Garages and Repair Shops. Automotive and mechanical shops providing for the repair, maintenance or renovation of automobiles, equipment or machinery and including welding shops, machinery shops and other similar facilities.
16. Public Utility Stations. Providing for the use necessary for the transmission and manufacture of services and commodities by utility companies.
17. Petroleum and Gas. Oilfield service establishments and plants permitting service stations, bulk storage plants, liquefied petroleum products, and other combustible materials, provided that the precautions required by local, State and federal controls are followed in the installation of such facility.
18. Manufacturing. Permitting light or minor industrial activities including tire recapping or treading, foundries, experimental or testing laboratories, blacksmith and machine shops, mold mills, concrete or cement products manufacturing, gravel and sand processing or distribution, trucking and freight transportation terminals, wrecking yards acid other similar activities provided that such uses be at least one hundred fifty (150) feet from any A-1, R-1, R-2 or O-1 District or from any existing meter, mobile home park, cafe or restaurant.

(Code 2007, 26-82)

ARTICLE V. DEFINITIONS

Sec. 26-5-121. Definitions.

For the purpose of this Article, certain terms or words are hereby defined and shall be interpreted as follows:

The word "person" includes a firm, association, organization, partnership, trust, City, corporation as well as an individual or natural person. The present tense includes the future tense, the singular number includes the plural and the plural includes the singular. The words "must" and "shall" are mandatory and the word "may" is permissive. The words "used" or "occupied" include the words "intended", "designed", or "arranged to be used or occupied". The word "lot" includes the words "plot", "parcel", or "tract".

Accessory dwelling unit

Is a dwelling unit permit on the same parcel of and with a conforming or non-conforming use, provided that such a unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel. (See also C-1 Zone)

Accessory use or structure

A use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal or dominant use or structure.

Abutting

Adjacent to and touching.

Airport

Any tract or area which is now being used or is contemplated for use as a take-off or landing area for aircraft, and any support, contiguous or appurtenance areas used or intended for use of airport buildings, facilities, or right-of-ways. Approach zones for landing patterns are not included in the general description of an airport.

Adoption

The term adoption shall include the word "adoption", "amendment", "passage", and "effective date" of this zoning code or amendments thereto. All such terms whenever used shall be synonymous.

Alley

A public or private way which offers only a secondary access to abutting property.

Alteration

Alter or alteration shall mean any change of size, shape, character or use of a building or structure.

Animal unit

For purposes of this Ordinance, the following animal equivalents shall obtain for a premises or lot providing further that said animals shall not run at large and further provided that no animals shall be kept nearer to the nearest neighbor's home than to the home of the owner:

One Animal Unit = One cow + one calf standing by her side

" "	= One horse + one colt standing by her side
" "	= Eight goats (including not more than one male goat per five acres)
" "	= Twelve sheep
" "	= Five turkeys
" "	= Seven geese
" "	= Ten ducks, chickens or similar fowl

Apartment

A room or suite of room's intended, designed or used as a residence by a single-family unit.

Apartment house

See "Multiple Family Dwelling".

Apartment hotel

A building designed for, or containing apartments, individual guest rooms, suites, or rooms and apartments, and which may also furnish services ordinarily furnished by hotels, such as, but not limited to, drugs and notions, barber and beauty shops, curios, tobacco and news stands and the like, when such uses are contained solely within the structure and the primary entrances thereto are from the lobby or from within the building.

Basement

A story in a building having less than one-half of its total height below grade.

Boarding or lodging house

A building containing not more than five (5) guest rooms providing lodging with or without meals for which compensation is received; said rooms to be in addition to a single dwelling unit.

Buildable area

The portion of a lot remaining after required yards have been provided.

Build

To construct, assemble, erect, convert, enlarge, reconstruct or structurally alter a building or structure.

Building

Any structure, temporary or permanent, having a roof impervious to weather and used or intended for the purpose of shelter or enclosure of persons, animals, chattels or property of any kind. This definition shall include canvas or plastic covered frameworks or vehicles situated on the property serving in any way the functions of a building, but does not include slatted or screened enclosures not having a roof impervious to weather.

Building, accessory

A building which is subordinate to the principle use of the main building on a lot and which is serving a purpose customarily incidental to the principle use, and which is located on the same lot or parcel of land as the main building.

Building lines

Same shall be determined from the extreme support of the roof of the main structure or appurtenance thereto.

Carport

A structure having a roof impervious to weather, either self-supporting or sharing one or two

common walls with the principal structure, having at least two more-or-less open sides and used or intended for the shelter or partial enclosure of automobiles.

Cellar

A story having more than one-half of its total height below grade.

Centerline of street

The centerline of a street is the line surveyed and monumented by the City as such, or if not surveyed and monumented, it shall be a line running midway between the right-of-way lines of the street.

Church

A structure designed, used or intended for the purpose of conducting religious services including, but not limited to educational, social and other activities associated with the organization. This definition is strictly structurally defined and not faith based.

City

The City of Aztec, New Mexico.

Clinic

A clinic is an establishment where patients, who are not lodged overnight, are admitted for examination and treatment by practicing healing services to individuals, whether such persons are medical doctors, chiropractors, osteopaths, naturopaths, chiropodists, optometrists, dentists, or any like profession, the practice of which for healing is lawful in the State of New Mexico.

Club, private

Private Club shall mean and include those associations and organizations of a fraternal or social character, not operated for profit, and shall exclude casinos, nightclubs, bottle clubs or other such institution operated as a business.

Code

"Code", "This Code" shall all mean the Aztec City Code.

Commission

The City Commission established by statute and ordinance.

Community residential programs

Means a facility licensed or supervised by appropriate state or local agencies and utilized as a temporary residence (one year duration) where services are offered to persons who by reason of mental or physical disability, addiction to drugs, alcohol, incarceration, or family/school problems require specialized attention and care to achieve personal independence. The maximum number of residents in a facility would be fifteen (15).

Community residential programs for substance abusers

Means a community residential program for persons who require such services by reason of the effects of alcohol or drug abuse.

Community residential corrections program

Means a community residential program for persons currently in the custody of, or recently released by, correctional authorities which is designed to offer an alternative to imprisonment and/or to facilitate ex-offender reintegration into community life. See Table below for summary.

CRP-5 Community Residential Program with up to five residents, but not for corrections or

- substance abuse.
- CRP-15 Community Residential Program with up to fifteen (15) residents but not for corrections or substance abuse.
- CRPSA-15 Community Residential Program for Substance Abusers with up to fifteen (15) residents.
- CRPC-10 Community Residential Program for Corrections with up to ten (10) residents:

Table 1: Is a reference to the types of community residential programs as allowed *Permitted* (P) without Commission Approval or by *Special Use Permit* (SUP) requiring Commission hearing and approval or simply *Not allowed* (N/A).

	CRP-5	CRP-15	CRPSA-15	CRPC-10
R-1	P	SUP	N/A	N/A
A-1	P	P	SUP	SUP
R-2	P	P	SUP	N/A
O-1	P	SUP	SUP	N/A
C-1	SUP	SUP	SUP	N/A
C-2	SUP	SUP	N/A	N/A
M-H	SUP	SUP	N/A	N/A

Completely enclosed building

A building separated on all sides from adjacent open space, or from other buildings or structures by a permanent roof and by exterior or party walls, pierced only by windows and normal entrance or exit doors.

Conditional use

A use that would not be appropriate generally without conditions attached thereto, such as, but not limited to: number, duration, location, restrictive provisions, etc., which conditions if met, would promote the improved utilization of land or structures, appearance, prosperity or general well being, such conditional use having not been anticipated, would not be specifically provided for in district regulations as would be in a "Special Exception", however such conditional use shall be minor in nature and shall not substantially violate the prohibitions listed under "variances".

Condominium or cooperative apartment

A building designed for or containing apartments and/or rooms or suites for individual or cooperative ownership by individuals or corporations or both, and which may furnish services for joint use of tenants such as, but not limited to: laundry facilities, swimming pools, saunas, hot tubs, gyms, social rooms, kitchens, and the like for the exclusive use of the owners and their guests.

Construction, actual

Includes excavation or fill, placement of construction materials on the site in permanent position and fastened in a permanent manner; except that when demolition or removal of an existing structure has been accomplished and/or excavation or fill has begun it shall be deemed to be actual construction, provided that work is diligently carried on until completion, with no period exceeding 60 days when no work is done on site.

Contiguous

A relationship to or adjacent to which is separated only by an alley.

Convenience store

A retail business establishment designed and intended to provide limited shopping facilities for

foodstuffs, notions, household needs, snacks, gasoline and oil, and the like.

Coverage of a lot

That percentage by area of a lot or lots covered or occupied by buildings, including accessory buildings, determined by projecting lines of exterior walls to the grade surfaces.

Detached structure

Any structure shall have no party wall or common wall with another structure. Bridges, tunnels, breezeways and other similar means of connecting one structure to another shall not, for the purposes of this chapter, be considered to constitute a path wall or common wall.

Dwelling

Any building or portion thereof which is designed or used for residential purposes.

Dwelling group

Two (2) or more buildings which are utilized as dwellings located on the same lot. The individual dwellings may have a common division wall but such wall must be void of all openings.

Dwelling, single family

A building classified as a dwelling which contains one (1) living or family unit, and which contains one (1) or more rooms including a single kitchen and is designed primarily for living and sleeping purposes.

Dwelling unit

One room or rooms connected together constituting separate, independent housekeeping facilities for residential occupancy, and physically separated from any other rooms or housekeeping facilities in the same structure, and containing independent cooking, bathroom and sleeping accommodations.

Erected

This word includes "built", "constructed", "re-constructed", "moved-upon" or any other operation on the premises applicable to actual construction as herein defined.

Family or family unit

One or more persons occupying a single dwelling unit, provided that unless all members are related by blood, law or marriage, no such family shall contain over five (5) persons, excluding domestic servants employed on the premises.

Farm

A tract or area owned by one (1) person acting as a unit which is used for the growing of the usual farm products and their corresponding storage as well as the raising thereon of the usual farm poultry and animals, except swine. A farm does not include commercial feed lots, commercial dairies or other intensive livestock raising on tracks of less than forty (40) acres. The farm shall include the sale and distribution of farm products other than machinery and signs not exceeding forty (40) square feet are allowed for the advertising of such farm products. Only products which are grown or raised upon the property will be eligible for sale thereby making a division between a major commercial enterprise and private farming.

Fence, solid or wall

A continuous non-transparent surface exclusive of openings for ingress and egress. Wire or chain link fencing is not to be construed as satisfying this definition unless such fabric has slats.

Filling station

Buildings and premises where gasoline, oil, grease, batteries, tires and automobile accessories may be supplied and dispensed at retail, principally for automobiles, and where, in addition, minor repairs and minor adjustments may be performed. Uses permissible at a filling station, as herein defined, do not include major mechanical and body work, straightening of body parts, painting, welding, storage of automobiles not in working condition or other work involving undue noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in filling stations. A filling station is not a repair garage nor a body shop.

Floor area

The area in square feet for each story within the building or dwelling including all exterior walls. Interior patios or courts shall not be included.

Garage apartment

An accessory or subordinate building, not a part of or attached to the main building, where a portion thereof contains living facilities for not more than one family and the enclosed space for at least one automobile is attached to such living quarters.

Garage, private

An accessory structure designed or used for inside parking of self-propelled private passenger vehicles by the occupants of the main building. A private garage attached to or a part of the main structure is to be considered part of the principal use. An unattached private garage is to be considered as an accessory building. A carport is considered a private garage.

Garage, repair

Buildings and premises which may be designed and intended for some or all of the purposes described under "filling station" but which, unlike a filling station, includes provisions for major mechanical repairs and/or body work, provided that such repairs and work shall be conducted wholly within an enclosed building and that all vehicles not in safe operating condition shall be stored in areas completely concealed from view from any public way or from adjacent properties.

Grade

The average of the finished ground elevation at the center of all walls of a building or dwelling.

Guest

Any person or individual that rents or occupies a room for sleeping purposes.

Guest house or cottage

A dwelling unit in a building separate from and in addition to the main residential structure on a lot, intended for intermittent occupancy (not to exceed 16 weeks in a calendar year) by gratuitous guests and not for rental, lease or otherwise used for profit.

Height of building

The vertical distance from grade of the front elevation of the building to the highest point of the coping if a flat roof, or to the deck line of a mansard roof, or the average height between the plate and ridge of a gabled, hip, or gambrel roof.

Home occupation

An occupation or profession customarily carried on by an occupant of a dwelling unit as a secondary use, which use is clearly incidental to the use of the dwelling unit for residential purposes.

Hotel

A building containing at least six (6) rooms designate for use as sleeping purposes and which have no provisions for cooking or kitchen privileges within the individual rooms.

Institutional or institutional use

Generally a building or structure used or occupied by a governmental unit or non-profit corporation and engaged in governmental or humanitarian uses.

Kennel

A premises where dogs and other domestic small animal pets are kept, sheltered, bred, raised and/or boarded for hire, profit or charge, or any premises where a greater number than five (5) of dogs, cats or both of an age greater than eight (8) weeks of age are kept, owned or maintained.

Kitchen

A room within a dwelling or building used or intended for use in cooking and the preparation of food.

Land-use district

A district of designated land use regulations explained specifically within this ordinance.

Land-use administrator

An individual designated by the City Manager to enforce this ordinance, this can consist of the Code Enforcement Officer or a representative of the Planning Department.

Laundromat, laundry, coin operated

A business which provides home-type washing, drying or dry-cleaning or ironing machines for hire to be used by customers on the premises.

Living area, residential

A space within the confines of the four walls of a structure which is completely enclosed by masonry, wood or glass and is habitable the year round. Garages and carports attached or detached are excluded.

Loading space, off street

Space logically and conveniently located for bulk pick-ups and deliveries, scaled to deliver vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces, if any, are filled. Any required off-street parking space computations shall not include required off-street loading space.

Lodging house

A building or part thereof, other than a hotel or motel, where sleeping accommodations for three but not more than twenty persons is provided for hire more or less transiently without provisions for cooking by guests but which may or may not provide meals for guests and which may also serve as the residence for the owner or operator.

Lot

For the purposes of this land use ordinance, a lot is a parcel of land with frontage on an improved public street or an approved private street and may consist of: (a) a single lot of record; part of a subdivision, the plat of which has been recorded in the office of the San Juan County Recorder, or a parcel of land, the deed of which was recorded on or before the effective date of this ordinance in the Office of the San Juan County Recorder; (b) a portion of a lot of record; (c) a combination of complete lots of record, or complete lots of record and portions of lots of record, or of combinations of portions of lots of record; (d) a parcel of land described by

metes and bounds, provided that in no case of division or combination shall any residual lot or parcel be created that does not meet the requirements of this Zoning Ordinance or other applicable law.

Lot, corner

A lot abutting upon two or more streets at their intersection.

Lot, double frontage

A lot having frontage on two non-intersecting streets as distinguished from a corner lot.

Lot frontage

The front of a lot shall be considered that portion nearest to the street. For the purpose of determining yard requirements on corner lots and double frontage lots, all sides of a lot adjacent to streets shall be considered frontage.

Lot of record

A lot which existed through platting or metes and bounds description and was filed in the Office of the County Clerk or Recorder and is reflected on the records of the County Assessor prior to the date of adoption of this Ordinance.

Lots, measurement

Depth. The depth of a lot shall be considered to be the distance between midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Width. The width of a lot shall be the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that the width between side lot lines at their-furthest points (where they intersect with the street line) shall not be less than eighty (80) percent of the required lot width except in the case of lots fronting upon the turning circle of a cul-de-sac, where the eighty (80) percent requirement shall not apply.

Manufactured home

A manufactured home or modular home is a single-family dwelling with a heated area of at least thirty-six (36) feet by twenty-four (24) feet and at least eight hundred sixty-four (864) square feet, constructed in a factory to the standards of the United States department of housing and urban development, the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et. seq.) and the Housing and Urban Development Zone Code II or the Uniform Building Code, as amended to the date of the units construction, and installed consistent with the Manufactured Housing Act (Chapter 60, Article 14 NMSA 1978 and with the regulations made pursuant thereto relating to ground level installation and ground anchors.

Medical Cannabis & Medical Marijuana Dispensaries

Medical cannabis business shall be licensed and supervised in accordance with Sections 26-2B-1 through 26-2B-7 NMSA 1978, of the "Lynn and Erin Compassionate Use Act" and as administered by the New Mexico Department of Health, Public Health Division, Medical Cannabis Program. Such businesses shall not be permitted within 300 feet of any school, church, or daycare center and are only allowed in C-1, C-2, and M-1 Zoning Districts.

Mining

That land use and activity, including the land, necessary or incidental to the digging, excavating or otherwise procuring minerals, aggregates, and ores found in their natural state, but does not include the operating of a rock crusher or rock screen as commonly used in small sand and gravel operations.

Mobile home

A movable or portable housing structure larger than forty (40) feet in body length, eight (8) feet in width or eleven (11) feet in overall height, designed for and occupied by no more than one family for living and sleeping, purposes but does not include structures built to the standards of any municipal building code or other technical codes.

Mobile home park (trailer park)

Premises under single ownership where two or more mobile homes or house trailers are parked for living or sleeping purposes or where spaces or lots are set aside or offered for rent for use by mobile homes for said purposes, including any land, building structure, facility used by, or activity engaged in by occupants of mobile homes on said premises.

Mobile home subdivision

A subdivision designed and intended for residential use, where residence is exclusively in Mobile Homes or Trailer Houses, and lots are sold for the placing of Mobile Homes.

Motel

A building or group of buildings containing sleeping accommodations or efficiency units in conjunction with which there may be tourist convenience facilities such as, but not limited to, restaurant, swimming pool or other recreational facilities primarily designed and intended for the use of guests.

Multiple family dwelling

A residential building designed for or occupied by two or more family units with the number of families in residence not exceeding the number of dwelling units provided; with separate housekeeping, sleeping, bathroom, and kitchen facilities for each family.

Nonconforming lots, uses of land, uses of structures and premises and characteristics of uses

Any building or land lawfully existing or occupied by a use at the time of adoption of this Zoning Ordinance or amendment thereto, which does not conform after adoption of this Zoning Ordinance or amendment thereto with the regulations of the district in which it is located.

Nursery school

A building or dwelling in which three (3) or more children are kept who are not members of a family and where supplemental parental care is provided and may include such functions as kindergarten, day nurseries, or day care for children.

Nursing home

A home for the aged, chronically ill, or incurable persons in which three or more persons, not of the immediate family are received, kept or provided for with food and shelter or care for compensation; but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

Occupied

The word "occupied" includes arranged, designed, built, altered, converted to, rented, leased, or intended to be used or occupied.

Parcel of land

A contiguous area or quantity of adjacent land that is owned by the claimant of property owner.

Parking

The word "parking" shall mean the temporary, transient storage of private motor vehicles used for personal transportation while their operators are engaged in other activities. Parking shall not include the storage of new or used cars for sale, service, repairs, salvage or any other purpose than that above specified.

Parking lot

A tract or area on a lot or plot which contains four (4) or more off-street parking spaces and is constructed according to the standards as defined in Section 26-23-2.

Parking, off-street

A space adequate for parking a passenger vehicle with room for opening doors on both sides. Parking of such vehicle shall not cause any obstruction or hindrance to the flow of traffic, interfere with pedestrian movement, or block access to a property or building, or present a safety issue.

Person

An individual, partnership, joining venture, club, association, organization, corporation, trust, or syndicate or any other group or combination of persons which act as a single unit.

Planned unit development

A tract of land which is developed as a unit under single ownership or control, which includes at least three (3) acres in area for commercial, residential, and public land uses or ten (10) acres for manufacturing and agriculture uses. Standards for planned unit developments are set forth elsewhere in this ordinance.

Porch

A roofed-over space, with the roof impervious to weather, attached to the outside of the exterior wall of a building, which has no enclosure other than that above mentioned exterior wall or walls of the building to which it is attached. Open mesh screening shall not be considered an enclosure.

Poultry

Any chickens, turkeys, ducks, geese, guineas or other fowl excepting such recognized pet species as canaries, finches, parakeets, parrots, mynah birds, etc.

Premises

Includes the land, plot, lot or tract together with any building structures or dwellings thereon.

Reasonable return

The Supreme Court and state courts determine reasonable return based on a variety of circumstances and factors with land use cases.

Remodeling, redecorating or restoring

Any change, removal, replacement or addition to existing walls, floors, ceilings and roof surfaces or coverings.

Restaurant

A restaurant is an establishment designed and used primarily for the purpose of serving meals to seated patrons. In a restaurant, as herein defined, alcoholic beverages, if otherwise lawful, may be served, but the service of same is clearly subordinate to the primary function of food preparation and service. Similarly, food may be sold for consumption off the premises, but this service is also secondary and clearly subordinate to the above stated primary function of

preparing the serving food to seated patrons.

Restaurant, drive-in or fast food

Such an establishment is designed and used primarily for the purpose of preparing and dispensing meals and food items to patrons for consumption off the premises or in automobiles on the premises. A drive-in or fast-food restaurant may also have a dining room or patio in which seated patrons are served, but where self-service is more common. The test to be applied in definition is that of secondary and clearly subordinate use or design for use.

Setback

The shortest distance between a structure and the present or future street line or property line.

Shopping center or mall

A group of retail stores and/or service establishments planned and developed as a unit for sale or lease.

Signed petition method

The process by which a petition on 8-1/2 by 11 inch paper will be used to collect signatures. The form and content of which will require the review and approval of the City Planner. The petition will require statement of purpose and signature lines. The signatures lines will require printed date of signing, printed name of petitioner, address of petitioner, and signature of petitioner.

Site development plan

A site development plan is a comprehensive plan that addresses all infrastructure and structural needs and requirements to facilitate the development of the site. These plans should include but are not limited to traffic ingress/egress, parking, utility requirements and locations, building designs, etc.

Special use

A special land use allowed in any zone, with special approval of the City Commission, when found to be in the interest of the public health, safety, morals and general well being of the City of Aztec.

Story

The part of a building or structure from one floor to the next floor above or to the ceiling above if there is no second floor.

Street

The public right-of-way which has been dedicated or secured for the public use and which affords the principle means of access to the adjoining lots or plots, but does not include an alley. The centerline of the street is a line halfway between the street right-of-way lines.

Structure

Anything constructed or erected which requires space on the lot or plot but does not include a trailer, mobile home, vehicle or tent.

Structural alteration

Any change in the supporting frame or members of a building or structure, including such items as bearing wall, beams, columns, and trusses.

Tract

A parcel of land or a group of contiguous parcels of land having one owner.

Trailer, camping or travel (includes motor home)

A vehicle other than a mobile home used or so constructed as to permit being used as a conveyance upon the public streets or highways and duly licensed as such and constructed in such a manner as will permit occupancy thereof for human habitation, dwelling or sleeping places for one or more persons, not exceeding 35 feet in length. Such vehicle may be used for dwelling purposes for a maximum of fourteen (14) days in any calendar year on any given lot. The recreational vehicle may not be permanently connected to sewer lines, water lines, or electrical lines.

Truck stop

A terminal advertised or used primarily for the refueling, washing, repairing, and servicing of trucks in excess of one ton rated capacity; said facility may include accommodations for eating and sleeping and other incidental facilities useful to truck drivers.

Use

The purpose under this ordinance for which land or a building thereon is designed, arranged, or intended, or for which it is occupied or maintained, let or leased.

Variance

A departure from the strict application of area, height or setback requirement of this Ordinance which is the result of the physical characteristics of the lot.

Vision Clearance

A triangular space at the intersection of a street with another street, drive or other path of vehicular access and within which no object wider than 12 inches shall project to a height greater than 36 inches including structures, vehicles, vegetation, or any other obstruction to clear eyesight. The area of vision clearance shall be determined by measuring along adjacent right-of-way lines a distance of twenty-five feet said points with a line thereby forming a triangle (excluding radii at block corners) with the two subject right-of-way lines.

Yard, front

An open area extending across the full front of the lot and having a depth equal to the shortest distance between the front of the lot and nearest wall of the main building and is unoccupied and unobstructed by any structure, dwelling or building except a 3-foot wall.

Yard, Rear

An open area extending across the full width of the rear of the lot and having a depth equal to the shortest distance between the rear lot line and the closest part of the building, structure, or dwelling.

(Ord. 2010-393, eff. 2011-Jan-14; Code 2007, 26-121)

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: XII. BUSINESS ITEM (C)
AGENDA TITLE: Intent to Adopt Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees

ACTION REQUESTED BY: Wallace Begay
ACTION REQUESTED: Approve Intent to Adopt Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees
SUMMARY BY: Ed Kotyk

PROJECT DESCRIPTION / FACTS

The City Commission establishes fees for various operations by the City. In the past, the City has charged fees for the Municipal Airport Hangars through individual lease contracts. Many of these contracts vary in cost per square footage depending upon when the contract was created. For consistency and fairness purposes, hangar rentals need to be consistent and based on per square footage. Ordinance 2018-488 establishes a cost per square footage for each off the hangars.

SUPPORT DOCUMENTS: Ordinance 2018-488

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Intent to Adopt Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees.

CITY OF AZTEC

ORDINANCE 2018-488
An Ordinance Amending Chapter 16, Fees
Creating Article XI. Municipal Airport Fees

WHEREAS, The City Commission establishes fees for various operations by the City; and

WHEREAS, The City has in the past charged fees for the Municipal Airport Hangars through individual lease contracts; and

WHEREAS, for consistency and fairness purposes hangar rentals **need** to be consistent and per square footage;

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission **have** created Article XI. Municipal Hangar Fees within Chapter 16 of the Aztec City Code to be consistent with all other established fees.

PASSED, APPROVED, SIGNED AND ADOPTED this ____ day of January 2019, by the Aztec City Commission, City of Aztec, New Mexico.

Mayor Victor C. Snover

ATTEST:

Karla Saylor, City Clerk CMC

APPROVE AS TO FORM:

City Attorney

Advertised Date of Final Adoption: _____

Effective Date of Ordinance: _____

ARTICLE XI. MUNICIPAL AIRPORT FEES

Sec. 16-401. **Monthly** Hangar Fees.

<i>Monthly Rentals</i>	<i>2019 Fees Per square foot</i>	<i>2020 Fees Per square foot</i>
Large Hangar (greater than 1400 sq ft)	\$ 0.1000	\$ 0.1000
Small Hangar	\$ 0.0688	\$ 0.0800
Ground Lease	\$ 0.0600	\$ 0.0800

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: XII. BUSINESS ITEM (D)
AGENDA TITLE: Final Adoption of Ordinance 2018-484 International Property Maintenance Code within Chapter 14, Article IV. Dangerous and Unsafe Structures

ACTION REQUESTED BY: Andrew Di Camillo, City of Aztec Code Compliance & Information Officer
ACTION REQUESTED: Approve Final Adoption of Ordinance 2018-484 International Property Maintenance Code within Chapter 14, Article IV. Dangerous and Unsafe Structures
SUMMARY BY: Andrew Di Camillo, City of Aztec Code Compliance & Information Officer

PROJECT DESCRIPTION / FACTS

The International Property Maintenance Code (IPMC) is a part of the International code council that the city recognizes and references; such as the International Building code and the regular adoption of the International Fire Code. The International Property Maintenance Code, however, will add to and establish code compliance for the City of Aztec to be in line with the standards and Best practices. In addition, it will allow for greater reach and enforcement capabilities not currently established with the City code. The IPMC also lends and extra layer of justification, liability protection for the City and code compliance actions.

For consistency purposes, this requires the City Commission to adopt the proposed ordinance to properly utilize and reference the International Property Maintenance Code.

SUPPORT DOCUMENTS: Ordinance 2018-484

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Final Adoption of Ordinance 2018-484 International Property Maintenance Code within Chapter 14, Article IV. Dangerous and Unsafe Structures

**City Of Aztec
ORDINANCE 2018-484**

**Creation of Division 2. International Property Maintenance Code within
Chapter 14, Article IV, Dangerous and Unsafe Structures**

WHEREAS, The City of Aztec seeks to adopt the International Property Maintenance Code, regulating and governing the conditions and maintenance of all property, buildings and structures; and

WHEREAS, by providing the standards for supplied utilities and facilities and other physical conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

WHEREAS, the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the City of Aztec; and

WHEREAS, the provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from elements, life safety, fire safety and safety from other hazards, and for safe and sanitary maintenance; and

WHEREAS, this code shall be construed to secure expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by continued occupancy and maintenance of structures and premises.

NOW THEREFORE BE IT ORDAINED By the Governing Body of The City of Aztec, New Mexico that Ordinance 2008-484 amending Chapter 14, Article IV, Dangerous and Unsafe Structures, Division 2. International Property Maintenance Code (as attached) is

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

Mayor Victor C. Snover

ATTEST:

Karla Saylor, City Clerk CMC

APPROVE AS TO FORM:

City Attorney

Advertised Date of Final Adoption:

Effective Date of Ordinance:

ARTICLE IV. DANGEROUS AND UNSAFE STRUCTURES

DIVISION 1. IN GENERAL

Sec. 14-4-1. Penalty.

Violations of this article are punishable as provided in Section 1-8.
(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-2. Prohibited.

1. It shall be unlawful for any person or persons, corporation or entity to:
 - 1) Maintain or permit the existence of any dangerous or unsafe building or structure within the City;
 - 2) Fail to repair, remodel or renovate any building or structure designated as dangerous or unsafe, or any building moved within the City;
 - 3) For the owner, occupant, or person in custody of any dangerous building to allow or permit the same to remain in a dangerous condition and to permit any building or structure to be occupied while it is or remains in a dangerous condition.
(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-3. Unsafe Structures or Premises.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-4. Dangerous Structures or Premises.

For the purpose of this code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

1. Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any

other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
5. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
6. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the Enforcement Officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-5. Determination.

When the Enforcement Officer suspects that a building or structure may be unsafe or dangerous, the Enforcement Officer shall request that the Building Official perform a complete inspection and generate a report on the condition of the structure.

(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-6. Procedure to Abate.

1. Whenever the Building Official, the Fire Official, or the Enforcement Officer shall be of the opinion that any building or structure in the city is a dangerous or unsafe building, that Enforcement Officer shall file a written notice to be served upon the legal owner of record thereof, and upon the occupant thereof, if any, by mail or by personal service to the last known address. Such notice shall state that the building has been declared to be in a dangerous condition, and that such dangerous condition(s) must be removed or remedied by repairing or altering the building or by demolishing it; and that the condition must be remedied within a fixed period of time not to exceed ninety (90) days.
2. Based on the report submitted by the Building Official, the City Commission may, by formal resolution, find the property to be dangerous. A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premise. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premise cannot be served within the city, a copy of the resolution shall be posted on the building, structure or premise and a copy of the resolution shall be published one time.
(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-7. Removal and Appeal.

1. Within ten (10) days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premise shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the City Clerk asking for a hearing before the governing body of the municipality.
2. If a written objection is filed as required in this section, the City shall:
 - 1) Fix a date for a hearing on its resolution and the objection;
 - 2) Consider all evidence for and against the removal resolution at the hearing; and
 - 3) Determine if its resolution should be enforced or rescinded.
3. Any person aggrieved by the determination of the governing body may appeal to the district court by:
 - 1) Giving notice of appeal to the governing body within five (5) days after the determination made by the governing body; and
 - 2) Filing a petition in the district court within twenty (20) days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.
4. If the owner, occupant or agent in charge of the building, structure or premise fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:

- 1) Within ten (10) days of being served a copy of the resolution or of the posting and publishing of the resolution; or
 - 2) Within five (5) days of the determination by the governing body that the resolution shall be enforced; or
 - 3) After the district court enters judgment sustaining the determination of the governing body, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in Sections 3-36-1 through 3-36-6 NMSA 1978.
5. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
6. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.
(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-8. Recording of Lien; Interest Rate on Lien.

1. It shall be the duty of the City Clerk to make out, sign, attest, file and record in the office of the county clerk, a claim of lien upon premises described in any delinquent assessment roll.
2. Such lien shall bear interest at the rate of eight percent per annum from the date of filing until paid, together with reasonable attorney fees for the foreclosure of same.
(Ord. 2012-409, eff. 2012-June-20)

Sec. 14-4-9. Emergency Action.

When the city official feels the dangerous building or debris must be abated immediately, the official may submit a report directly to the City Commission and follow the procedures outlined in Section 14-4-6 and Section 14-4-7.

(Ord. 2012-409, eff. 2012-June-20)

Secs. 14-4-10 to 14-4-50. Reserved.

DIVISION 2. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 14-4-51. Adopted by Reference; Amendments.

1. The City of Aztec hereby adopts the most current International Property Maintenance Code by reference. All references will be to sections established within the International Property Maintenance Code.
2. All amendments or versions established by the International Code Council for the International Property Maintenance Code shall be implemented without further action on the part of the Aztec City Commission.

Sec. 14-4-52. Short Title; Form of Citation.

This division may be cited as "City of Aztec Property Maintenance Code."

Sec. 14-4-53. Ordinance Available for Inspection.

A copy of the most current International Property Maintenance Code will be available at the Community Development Office during regular business hours at City Hall, City of Aztec, 201 West Chaco, Aztec, New Mexico and available online at the City's website.

Sec. 14-4-53. Conflicts.

In the event that there is conflict or contradiction between existing City of Aztec Code and the International Property Maintenance Code, the more restrictive of the two shall take effect.

Sec. 14-4-54. Violations and Fines.

Fines for the violations of the International Property Maintenance Code are established in Chapter 1, Sec. 1-12. Mandatory Penalty and Fees; Disposition and Use of Fees.

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: XII. BUSINESS ITEM (E)
AGENDA TITLE: Final Adoption of Ordinance 2018-485 Amending
Section 1-12 Mandatory Penalty and Fees

ACTION REQUESTED BY: City Staff
ACTION REQUESTED: Approve Final Adoption of Ordinance 2018-485
Amending Section 1-12 Mandatory Penalty and Fees
SUMMARY BY: City Staff

PROJECT DESCRIPTION / FACTS

Commission approved the intent to adopt Ordinance 2018-485 at the November 13, 2018 commission meeting.

With the final adoption of Ordinance 2018-484 which adopts the International Property Maintenance Code, comes the need for developing fines for violations. As such a section will be created to allow for violations, citations, and court appearances.

In addition, staff discovered some minor discrepancies and have included those corrections.

SUPPORT DOCUMENTS: Ordinance 2018-485

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Final Adoption of
Ordinance 2018-485 Amending Section 1-12 Mandatory Penalty and Fees

**City of Aztec
Ordinance 2018-485**

Amending Section 1-12 Mandatory Penalty and Fees

WHEREAS: The Community Development staff has reviewed and determined that wording and fines on some of the various Land Use fines needed to be corrected to accommodate the adoption of the International Property Maintenance Code; and

WHEREAS: Other City staff and Municipal Courts has also reviewed the fines and found some minor discrepancies,

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-485 amends Section 1-12 in general to be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2018.
By the Aztec City Commission, City of Aztec, New Mexico

Mayor Victor C. Snover

ATTEST:

Karla Sayler, City Clerk CMC

APPROVE AS TO FORM:

City Attorney

Advertised Date of Final Adoption:

Effective Date of Ordinance:

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

1. Mandatory Penalty. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, the maximum penalty for violation of any municipal ordinance shall be as follows:

- (1) Except for those violations of ordinances described in subsections 1-2 and 1-3 of this section, a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than ninety (90) days or both;
- (2) For violations of an ordinance prohibiting driving a motor vehicle while under the influence of intoxicating liquor or drugs, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) or imprisonment for not more than one hundred seventy-nine (179) days or both; and
- (3) For violations of a industrial user waste-water pretreatment ordinance as required by the United States Environmental Protection Agency, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) a day for each violation.
(Code 2007, 1-12-1)

2. Specific Penalty Schedule. A fine and fee schedule for specific penalties.

(1) *Traffic and Offenses.* In reference to Chapter 12 and 24.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-1	Vehicle Subject To Registration	No	\$56	\$29	\$85
12-1/66-3-4.A	Register and Certificate of Title	No	\$56	\$29	\$85
12-1/66-3-6	Temporary Permit Required	No	\$56	\$29	\$85
12-1/66-3-13	Registration Required	No	\$56	\$29	\$85
12-1/66-3-17	License Tag Expired	No	\$56	\$29	\$85
12-1/66-3-17.A	Registration Renewals/Sticker Only	No	\$56	\$29	\$85
12-1/66-3-17.B	Replacement of Plate	No	\$56	\$29	\$85
12-1/66-3-17.C	Owner Shall Apply & Obtain Replacement Plate	No	\$56	\$29	\$85
12-1/66-3-18	Display of Registration Plates	No	\$56	\$29	\$85
12-1/66-3-19	Renewal of Registration	No	\$56	\$29	\$85
12-1/66-3-23	Registration Address Change	No	\$56	\$29	\$85
12-1/66-3-104	Use Registration Wrong Vehicle	No	\$106	\$29	\$135
12-1/66-3-105 (IPMC 107.6)	Transfer of Ownership	No	\$56	\$29	\$85
12-1/66-3-301	Registration By Non-residents	No	\$56	\$29	\$85
12-1/66-3-401	Operate Vehicle with Special Plate	No	\$56	\$29	\$85
12-1/66-3-701	Bicycles; Effect of Regulations	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-702	Traffic Laws Apply To Persons Riding Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-703	Riding On Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-704	Clinging To Vehicles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-705	Riding On Roadways and Bicycle Paths	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-706	Carrying Articles On Bicycle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-707	Lamps and Other Equipment On Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-801	Equipment Violation	No	\$46	\$29	\$75
12-1/66-3-802	When Lighted Lamps Required	No	\$46	\$29	\$75
12-1/66-3-804	Headlamps Required (# Required)	No	\$46	\$29	\$75
12-1/66-3-805	Tail Lamps Required (LP Lamp)	No	\$46	\$29	\$75
12-1/66-3-806	Motor Vehicle To Be Equipped with Reflectors	No	\$46	\$29	\$75
12-1/66-3-807	Stop Lamps & Turns Signals	No	\$46	\$29	\$75
12-1/66-3-810	Color of Lamps - Front/Side/Rear/License	No	\$46	\$29	\$75
12-1/66-3-813	Lamps/Reflectors On Trailers	No	\$46	\$29	\$75
12-1/66-3-824	Lamp/Flag Projecting Load	No	\$46	\$29	\$75
12-1/663-825	Lamps On Parked Vehicles	No	\$46	\$29	\$75
12-1/66-3-827	Stop Lamps / Auxiliary Lamp	No	\$46	\$29	\$75
12-1/66-3-828	Signal Lamps & Devices (Brake Lamps White)	No	\$46	\$29	\$75
12-1/66-3-829	Additional Lighting Equipment	No	\$46	\$29	\$75
12-1/66-3-831	Multiple-Beam Equipment (Dimming)	No	\$46	\$29	\$75
12-1/66-3-834	Number of Driver Lamps Required	No	\$46	\$29	\$75
12-1/66-3-835	Spec Restrict On Lamps (Driving Lights)	No	\$46	\$29	\$75
12-1/66-3-840	Brakes	No	\$46	\$29	\$75
12-1/66-3-841	Improper Height / Handle Bar Mc	No	\$46	\$29	\$75
12-1/66-3-842	M/C Maneuverability	No	\$46	\$29	\$75
12-1/66-3-843	Horns and Warning Devices	No	\$46	\$29	\$75
12-1/66-3-844	Mufflers	No	\$46	\$29	\$75
12-1/66-3-845	Mirrors	No	\$46	\$29	\$75

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-846	Obstructed Windshield	No	\$46	\$29	\$75
12-1/66-3-846.1	Tinting on Windshields and Windows	Yes	\$46	\$29	\$75
12-1/66-3-847	Restrictions As To Tire Equipment	No	\$46	\$29	\$75
12-1/66-3-852	Stop Vehicle Interfere with Traffic	No	\$46	\$29	\$75
12-1/66-3-874	Safety Belts Required In Vehicles	No	\$46	\$29	\$75
12-1/66-3-887	Slow-Moving Vehicle Identification	No	\$46	\$29	\$75
12-1/66-3-901	Unsafe Condition – Vehicle	No	\$106	\$29	\$135
12-1/66-3-1003	Off Hwy Motor Vehicle Registration	No	\$56	\$29	\$85
12-1/66-3-1011	Operation On Streets or Highways	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-1012	Movement of off-Highway Vehicles Adjacent To Highway	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-1101	Mopeds: Standard, Operator Requirement	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-4-3	Use of Temporary Permits	No	\$56	\$29	\$85
12-1/66-5-2	Drivers Must Be Licensed	No	\$56	\$29	\$85
12-1/66-5-5	Person Not To Be Licensed	No	\$56	\$29	\$85
12-1/66-5-7	Driver's License Class / Exam	No	\$56	\$29	\$85
12-1/66-5-8	Instruction Permit / Temp License	No	\$56	\$29	\$85
12-1/66-5-9	Appl For License / Temp License	No	\$56	\$29	\$85
12-1/66-5-14	No Motorcycle Endorsement	No	\$56	\$29	\$85
12-1/66-5-16	Driver's License Carried/Exhibited On Demand	No	\$56	\$29	\$85
12-1/66-5-18	Altered / Forged / Fictitious License	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-19	Restricted Licenses	No	\$56	\$29	\$85
12-1/66-5-20	Duplicate Licenses	No	\$56	\$29	\$85
12-1/66-5-21	Expiration of License	No	\$56	\$29	\$85
12-1/66-5-22	Driver's License Address Change	No	\$56	\$29	\$85
12-1/66-5-34	No Operation Under Forged License On Suspension	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-37.A	Unlawful Use of License	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-38	False Affidavit Perjury	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-39	Driver's License Suspended/Revoked	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-40	Permit Minor To Drive	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-5-41	Permit Unauthorized Person To Drive	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-59	Commercial Driver's License Required	No	\$56	\$29	\$85
12-1/66-5-205	Vehicle Must Have Insurance	No	\$306	\$29	\$335
12-1/66-5-205.1	Uninsured Motorist/Req Following Accident	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-230	Surrender of License and Registration	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-231	Forged Evidence of Insurance	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-409	Unlawful Use of Identification Card	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-4	Obedience To Police Officers	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-6	Authorized Emergency Vehicles	No	\$56	\$29	\$85
12-1/66-7-7	Traffic Laws Apply To Riding/Driving/Animals	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-104	Obedience Traffic Devices (Cover All)	No	\$66	\$29	\$95
12-1/66-7-105	Traffic Control Signal Legend (Lights)	No	\$66	\$29	\$95
12-1/66-7-106	Pedestrian Control Signal	No	\$46	\$29	\$75
12-1/66-7-108	Display Unauthorized Sign	No	\$46	\$29	\$75
12-1/66-7-109	Interfere with Traffic Dev	No	\$66	\$29	\$95
12-1/66-7-201	Duty Accident - Death or Injury	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-202	Accident Involving Damage Vehicle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-203	Duty To Give Information / Render Aid	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-204	Duty Upon Striking Unattended Vehicle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-205	Duty Upon Striking Fixtures/Other Objects	No	Set at Hearing	\$29	Set at Hearing
12-1/66-7-206	Immediate Notice of Accident	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-207	Written Reports On Accident	No	\$66	\$29	\$95
12-1/66-7-208	Driver Unable To Report	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-210	False Report	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-301.A.1	Speeding School Zone	No	\$106	\$29	\$135
12-1/66-7-301.A.2	Speeding 1 To 15 Mph Over	No	\$66	\$29	\$95
12-1/66-7-301.A.3	Speeding 16 To 25 Mph Over	No	\$81	\$29	\$110

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-7-301.A.4	Speeding 26 Mph and Up	No	\$126	\$29	\$155
12-1/66-7-301.B.1	Speeding Basic Rule	No	\$66	\$29	\$95
12-1/66-7-303.1	Construction Zone	No	\$71	\$29	Set at Hearing
12-1/66-7-303.A.4	Construction Zone with Sign	No	\$126	\$29	\$156
12-1/66-7-303.D	Restricted Speed Zone	No	\$66	\$29	\$95
12-1/66-7-305	Minimum Speed	No	\$56	\$29	\$85
12-1/66-7-308	Improper Lane - Wrong Side	No	\$66	\$29	\$95
12-1/66-7-309	Improper Pass - Opposite Direct	No	\$56	\$29	\$85
12-1/66-7-310	Improper Pass - Overtake - Left	No	\$56	\$29	\$85
12-1/66-7-311	Improper Pass - On Right	No	\$56	\$29	\$85
12-1/66-7-312	Limitations On Overtaking On The Left	No	\$56	\$29	\$85
12-1/66-7-313	Further Limit On Driver/Left of Center of Roadway	No	\$56	\$29	\$85
12-1/66-7-314	Hazardous Vehicles Movement/Escort	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-315	No Passing Zone	No	\$56	\$29	\$85
12-1/66-7-316	One Way Roadway	No	\$66	\$29	\$95
12-1/66-7-317	Driving On Roadways Laned For Traffic	No	\$76	\$29	\$105
12-1/66-7-318	Following Too Closely	No	\$76	\$29	\$105
12-1/66-7-319	Driving On Divided Highway	No	\$76	\$29	\$105
12-1/66-7-320	Restricted Access Violation	No	\$56	\$29	\$85
12-1/66-7-321	Controlled Access Violation	No	\$56	\$29	\$85
12-1/66-7-322	Required Position/ Method Turning	No	\$56	\$29	\$85
12-1/66-7-323	Turn On Curve or Crest	No	\$56	\$29	\$85
12-1/66-7-324	Starting Parked Vehicle	No	\$56	\$29	\$85
12-1/66-7-325	Turn Movement & Required Signals	No	\$56	\$29	\$85
12-1/66-7-326	Signals By Hand / Arm or Signal Device	No	\$56	\$29	\$85
12-1/66-7-327	Method of Giving Hand / Arm Signals	No	\$56	\$29	\$85
12-1/66-7-328	Fail Yield / Approach Enter	No	\$56	\$29	\$85
12-1/66-7-329	Fail Yield / Turn Left	No	\$56	\$29	\$85
12-1/66-7-330	Vehicles Entering Stop or Yield Intersection	No	\$56	\$29	\$85
12-1/66-7-331	Fail Yield / Enter Private Drive	No	\$56	\$29	\$85
12-1/66-7-332	Operation of Vehicle On Approach of	No	\$106	\$29	\$135

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
	Emergency Vehicle				
12-1/66-7-332.1	Approach of Oncoming Vehicle: Yield Right of Way	No	\$56	\$29	\$85
12-1/66-7-333	Pedestrian - Violation	No	\$56	\$29	\$85
12-1/66-7-334	Pedestrian – Right-of-Way	No	\$56	\$29	\$85
12-1/66-7-335	Cross - Other Than Crosswalks	No	\$56	\$29	\$85
12-1/66-7-336	School Crossings	No	\$66	\$29	\$95
12-1/66-7-337	Drivers To Exercise Due Care	No	\$56	\$29	\$85
12-1/66-7-339	Pedestrian On Roadways	No	\$56	\$29	\$85
12-1/66-7-340	Pedestrians Solicit Rides/Bus in Roadway	No	\$56	\$29	\$85
12-1/66-7-345	Fail Stop - Stop / Yield Sign	No	\$66	\$29	\$95
12-1/66-7-346	Fail Stop - Alley / Private Drive	No	\$56	\$29	\$85
12-1/66-7-347	Passing School Bus	No	\$106	\$29	\$135
12-1/66-7-349	Stop / Stand / Park Districts	No	\$46	\$29	\$75
12-1/66-7-350	Remove Illegally Stopped Vehicle	No	\$46	\$29	\$75
12-1/66-7-351	Stop / Stand / Parking Prohibited	No	\$35	-	\$35
12-1/66-7-352	Additional Parking Regulations	No	\$35	-	\$35
12-1/66-7-352.5	Unauthorized Use: Penalty (Handicap Parking)	No	\$105	-	\$105
12-1/66-7-353	Unattended Motor Vehicle	No	\$56	\$29	\$85
12-1/66-7-354	Limitation On Backing	No	\$56	\$29	\$85
12-1/66-7-355	Improper Riding - Motorcycles	No	\$56	\$29	\$85
12-1/66-7-356	Helmets Required	No	\$46	\$29	\$75
12-1/66-7-357	Obstructing Drivers View / Mech	No	\$56	\$29	\$85
12-1/66-7-360	Coasting Prohibited	Yes	\$56	\$29	\$85
12-1/66-7-361	Following Fire Apparatus	No	\$56	\$29	\$85
12-1/66-7-362	Crossing Fire Hose	No	\$56	\$29	\$85
12-1/66-7-363	Animals On Highway	No	\$101	\$29	\$130
12-1/66-7-364	Put Glass, Etc On Highway	No	\$106	\$29	\$135
12-1/66-7-366	Occupy Moving House Trailer	No	\$56	\$29	\$85
12-1/66-7-367	Improper Opening of Doors	No	\$46	\$29	\$75
12-1/66-7-369.A	Child Restraint Device Required – 1st offense	No	\$66	\$29	\$95
12-1/66-7-369.A	Child Restraint Device Required - 2nd offense	No	\$76	\$29	\$105

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-7-369.A	Child Restraint Device Required - 3rd offense	No	\$86	\$29	\$115
12-1/66-7-372	Mandatory Seatbelts Law	No	\$56	\$29	\$85
12-1/66-7-374	Texting While Driving	No	\$66	\$29	\$95
12-1/66-7-401	Weight & Size Limitations	No	\$46	\$29	\$75
12-1/66-7-402	Width of Vehicles	No	\$46	\$29	\$75
12-1/66-7-403	Projecting Loads / Passing Vehicle	No	\$46	\$29	\$75
12-1/66-7-404	Height & Length - Vehicles	No	\$46	\$29	\$75
12-1/66-7-405	Minimum Vehicle Size	No	\$46	\$29	\$75
12-1/66-7-406	Special Load Limitations	No	\$46	\$29	\$75
12-1/66-7-407	Improper Load	No	\$46	\$29	\$75
12-1/66-7-408	Trailers & Towed Vehicles	No	\$46	\$29	\$75
12-1/66-7-413.A	Overload Permit	No	\$46	\$29	\$75
12-1/66-7-416.B	Liability For Damage	No	\$106	\$29	\$135
12-1/66-8-2	Improper Use of Registration	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-10	Duplicate or Replacement Registration Plate	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-102	DWI	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-102.D	DWI Aggravated	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-113	Reckless Driving	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-114	Careless Driving	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-115	Racing on Highways	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-120	Parties to a Crime	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-121	Offenses Person Owning/Controlling Vehicle	No	\$66	\$29	\$95
12-1/66-8-138	Open Container In Vehicle	No	\$106	\$29	\$135
12-2	Aiding An Illegal Activity	Yes	Set at Hearing	\$29	Set at Hearing
12-3	Concealing	Yes	Set at Hearing	\$29	Set at Hearing
12-21	Assault	Yes	Set at Hearing	\$29	Set at Hearing
12-22	Battery	Yes	Set at Hearing	\$29	Set at Hearing
12-23	Libel	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-41	Criminal Damage To Property	Yes	Set at Hearing	\$29	Set at Hearing
12-42	Destructing/Defacing of Property	Yes	Set at Hearing	\$29	Set at Hearing
12-43	Tamper with Utilities	Yes	Set at Hearing	\$29	Set at Hearing
12-61	Petty Larceny	Yes	Set at Hearing	\$29	Set at Hearing
12-62	Shoplifting	Yes	Set at Hearing	\$29	Set at Hearing
12-63	Falsely Receive Services	Yes	Set at Hearing	\$29	Set at Hearing
12-64	Fraud	Yes	Set at Hearing	\$29	Set at Hearing
12-65	Receiving Stolen Property	Yes	Set at Hearing	\$29	Set at Hearing
12-81	Worthless Check – Notice	Yes	Set at Hearing	\$29	Set at Hearing
12-82	Worthless Check – Purpose	Yes	Set at Hearing	\$29	Set at Hearing
12-83	Worthless Check – Exception	Yes	Set at Hearing	\$29	Set at Hearing
12-84	Unlawful To Issue Worthless Check	Yes	Set at Hearing	\$29	Set at Hearing
12-85	Intent To Defraud - Worthless Check	Yes	Set at Hearing	\$29	Set at Hearing
12-101	Criminal Trespass	Yes	Set at Hearing	\$29	Set at Hearing
12-102	Wrongful Entry Public Facility	Yes	Set at Hearing	\$29	Set at Hearing
12-103	Wrongful Use of Public Property	Yes	Set at Hearing	\$29	Set at Hearing
12-104	Simple Trespassing	Yes	Set at Hearing	\$29	Set at Hearing
12-105	Idling, Loitering or Prowling	Yes	Set at Hearing	\$29	Set at Hearing
12-121	Disorderly Conduct	Yes	Set at Hearing	\$29	Set at Hearing
12-122	Unlawful Assembly	Yes	Set at Hearing	\$29	Set at Hearing
12-123	Disturbing The Peace	Yes	Set at Hearing	\$29	Set at Hearing
12-124	Obstructing Movement	Yes	Set at Hearing	\$29	Set at Hearing
12-125	Unreasonable Noise	Yes	Set at Hearing	\$29	Set at Hearing
12-127	Disorderly House	Yes	Set at Hearing	\$29	Set at Hearing
12-141	Removal of Barricades	Yes	Set at	\$29	Set at

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

(Ord. 2018-479, eff. 2018-Jul-18; Ord. 2014-440, eff. 2015-Jan-21; Ord. 2013-428, eff. 2013-Aug-22)

(2) *Alcohol*. In reference to Chapter 4.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
4-9	Persons Unlawful To Serve	Yes	Set at Hearing	\$29	Set at Hearing
4-10	Minor in Licensed Premises Over 18	Yes	Set at Hearing	\$29	Set at Hearing
4-11	Purchases by Minor	Yes	Set at Hearing	\$29	Set at Hearing
4-12	False ID of Minor	Yes	Set at Hearing	\$29	Set at Hearing

(3) *Animals*. In reference to Chapter 5.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
5-223	Unauthorized Removal of Animals	No	Set at Hearing		Set at Hearing
5-235	Failure to Return Adopted Animal for Spay/Neuter Surgery	No	\$200		\$200
5-301	Liability of Damages Caused by Animal	Yes	Set at Hearing	\$29	Set at Hearing
5-302	Restraint Devices	No	\$150	--	\$150
5-303	Identification Required	No	\$65		\$65
5-401	Interference with Animal Control Officer	Yes	Set at Hearing	\$29	Set at Hearing
5-402	Service Animals Trained to Assist	No	\$300	--	\$300
5-403	Fraudulent Use of Rabies and License Tags	No	Set at Hearing	--	Set at Hearing
5-421	Inhumane Treatment of Animals	Yes	Set at Hearing	\$29	Set at Hearing
5-422	Leg hold Traps Prohibited	Yes	Set at Hearing	\$29	Set at Hearing
5-431	Animals At Large				
	1 st Offense	No	Set at Hearing \$100	-	Set at Hearing \$100
	2 nd Offense	No	\$150	-	\$150
	3 rd Offense	No	\$200	--	\$200
	4 th Offense	Yes	\$300 Set Hearing	-	\$300 Set Hearing
5-432	Animals Disturbing The Peace				
	1 st Offense	No	Set at	-	Set at

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
			Hearing \$100		Hearing \$100
	2 nd Offense	No	\$150	-	\$150
	3 rd Offense	No	\$200	-	\$200
	4 th Offense	Yes	\$300 Set Hearing	-	\$300 Set Hearing
5-433	Animal Defecation: Clean-Up	No	Set at Hearing	-	Set at Hearing
5-441	Sale or Gift of Animals	No	\$200	-	\$200
5-442	Animals in Unenclosed Premises				
	1 st Offense	No	Set at Hearing \$100	-	Set at Hearing \$100
	2 nd Offense	No	\$150	-	\$150
	3 rd Offense	No	\$200	-	\$200
	4 th Offense	Yes	\$300 Set Hearing	-	\$300 Set Hearing
5-443	Unlawful Retention of Strays	No	\$75	-	\$75
5-444	Poultry	No	\$50	-	\$50
5-501	Rabies Vaccination Required	No	\$75	-	\$75
5-601	Dangerous Animal	Yes	Set at Hearing	\$29	Set at Hearing
5-721	Intact Animal Permit Required	No	\$250	-	\$250
5-731	Limit on the Number of Dogs and Cats (Multiple Animal Permit Required)	No	\$250	-	\$250
5-741	Breeder Permit Required	No	\$250	-	\$250
5-742	Enclosure for Breeding Animals	No	\$50	-	\$50
5-801	Mandatory Spaying and Neutering	No	\$250	-	\$250

(Ord. 2018-472, eff. 2018-May-01; Ord. 2014-438, eff. 2014-Mar-18)

(4) *Tobacco*. In reference to Chapter 10.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
10-54	Smoking Prohibited (Except in Permitted Areas)	No	\$10-\$25 \$100	-	\$100
10-77	Distribution to Minors	No	\$10-\$25 \$100	-	\$100

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
10-78	Distribution Through Vending Machines	No	\$10-\$25 \$100	-	\$100
10-79	Sealed Packages	No	\$10-\$25 \$100	-	\$100

(5) *Nuisances*. In reference to Chapter 14.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
14-2-2	Prohibited. (Motor Vehicles)	Yes	Set at Hearing	\$29	Set at Hearing
14-2-4	Unhitched Trailer	Yes	Set at Hearing	\$29	Set at Hearing
14-2-5	Casual Sale of Vehicles and Trailers	Yes	Set at Hearing	\$29	Set at Hearing
14-3-2	Declaration of Nuisance; Unlawful (Accumulation of Junk, Trash and Refuse)	Yes	Set at Hearing	\$29	Set at Hearing
14-3-3	Disposal Restricted Generally	Yes	Set at Hearing	\$29	Set at Hearing
14-3-4 (IPMC 302.1)	Unsanitary Premises	Yes	Set at Hearing	\$29	Set at Hearing
14-3-5 (IPMC 108.1.5)	Hazardous Premises	Yes	Set at Hearing	\$29	Set at Hearing
14-3-6	Accumulation of Solid Waste	Yes	Set at Hearing	\$29	Set at Hearing
14-3-7	Storage on Private Property	Yes	Set at Hearing	\$29	Set at Hearing
14-3-8 (IPMC 302.4)	Weeds, Responsibility of Owner				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300
14-3-10	Alleys				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300
14-4-2 (IPMC 108.1)	Prohibited. (Dangerous and Unsafe Structures)	Yes	Set at Hearing	\$29	Set at Hearing

(Ord. 2014-432, eff. 2014-Feb-18)

(6) *Fires*. In reference to Chapter 8.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
8-2	Fires	No	\$90	-	\$90
8-3 (IPMC 704.2)	Interference with Alarms	Yes	Set at Hearing	\$29	Set at Hearing
8-58	Fireworks Violation	Yes	Set at Hearing	\$29	Set at Hearing
8-60	Permissible Fireworks	No	\$50	-	\$50

(Ord. 2014-432, eff. 2014-Feb-18)

(7) *Flood Damage Prevention*. In reference to Chapter 9.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
Art. V.	Violation of Flood Damage Prevention Regulations	Yes	Set at Hearing	\$29	Set at Hearing

(Ord. 2014-432, eff. 2014-Feb-18)

(8) *Signs*. In reference to Chapter 20.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
20-2-1	Unpermitted Signs				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300
20-2-6	Prohibited Signs	Yes	Set at Hearing	\$29	Set at Hearing
20-4-7	Failure to Remove Temporary Sign upon Expiration of Permit				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300
20-5-2	Violation of Clearance Standards	Yes	Set at Hearing	\$29	Set at Hearing
20-5-3	Unmaintained Sign				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
	3 rd Offense	No	\$300	-	\$300
20-5-3	Dangerous Sign	Yes	Set at Hearing	\$29	Set at Hearing

(Ord. 2014-432, eff. 2014-Feb-18)

(9) *Solid Waste*. In reference to Chapter 21.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
21-28 (IPMC 308.2.1)	Use of Containers				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300
21-29	Scavenging Prohibited				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300

(Ord. 2014-432, eff. 2014-Feb-18)

(10) *Public Property*. In reference to Chapter 22.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
22-91	Unlawful Encroachment of City Property				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300

(Editor's Note: On 03-06-2014 an error in citation was found and Citing 25-86 had to be changed to 22-91 for proper referencing; Ord. 2014-432, eff. 2014-Feb-18)

(11) *Subdivisions*. In reference to Chapter 23.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
23-13	Violation of Subdivision Regulations	Yes	Set at Hearing	\$29	Set at Hearing

(Ord. 2014-432, eff. 2014-Feb-18)

(12) *Utilities*. In reference to Chapter 25.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
25-86	Water Conservation	Yes	Set at Hearing	\$29	Set at Hearing

(Ord. 2014-432, eff. 2014-Feb-18)

(13) *Land Use*. In reference to Chapter 26.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
26-1-7.5	Violation: Vision Obstruction	Yes	Set at Hearing	\$29	Set at Hearing
26-1-7.8	Violation: Mobile Home Skirting	Yes	Set at Hearing	\$29	Set at Hearing
26-1-7.10	Violation: Dumpster Location/Screening	Yes	Set at Hearing	\$29	Set at Hearing
26-2-22 26-2-32 26-2-42 26-2-52 26-2-62 26-2-72 26-2-82 26-2-92 26-2-102	Uses Permitted	Yes	Set at Hearing	\$29	Set at Hearing
26-2-212.2	Hazards to Air Traffic	Yes	Set at Hearing	\$29	Set at Hearing
26-2-131	Violation: Accessory Structures	Yes	Set at Hearing	\$29	Set at Hearing
26-3-155	Landscape Maintenance				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300
26-3-171	Parking Maintenance				
	1 st Offense	No	Set at Hearing	-	Set at Hearing
	2 nd Offense	No	\$200	-	\$200
	3 rd Offense	No	\$300	-	\$300

(Ord. 2014-432, eff. 2014-Feb-18; Ord. 2012-410, eff. 2012-Jun-20; Ord. 2010-391, eff. 2010-Dec-01; Ord. 2009-376, eff. 2009-Aug-19; Ord. 2007-346; Code 2007, 1-12-2)

(Editor's Note: Additions due to omissions and corrections to typographical errors were made on 5 Aug 2010 as a result of review of Ordinance 2010-388)

(14) *International Property Maintenance Code*. In reference to Chapter 14, Division 2.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
107.4	Unauthorized tampering	Yes	Set at Hearing	\$29	Set at Hearing
108.1.2	Unsafe Equipment	Yes	Set at Hearing	\$29	Set at Hearing
108.1.3	Structure Unfit for human Occupancy	Yes	Set at Hearing	\$29	Set at Hearing
108.1.4	Unlawful Structure	Yes	Set at Hearing	\$29	Set at Hearing
302.2	Grading and drainage	Yes	Set at Hearing	\$29	Set at Hearing
302.3	Sidewalks and driveways	Yes	Set at Hearing	\$29	Set at Hearing
302.5	Rodent harborage	Yes	Set at Hearing	\$29	Set at Hearing
302.6	Exhaust vents	Yes	Set at Hearing	\$29	Set at Hearing
302.8	Motor Vehicles	Yes	Set at Hearing	\$29	Set at Hearing
302.9	Defacement of Property	Yes	Set at Hearing	\$29	Set at Hearing
303.1	Swimming pools	Yes	Set at Hearing	\$29	Set at Hearing
303.2	Enclosures	Yes	Set at Hearing	\$29	Set at Hearing
304.1.1	Unsafe conditions	Yes	Set at Hearing	\$29	Set at Hearing
304.2	Protective treatment	Yes	Set at Hearing	\$29	Set at Hearing
304.3	Premises identification	Yes	Set at Hearing	\$29	Set at Hearing
304.4	Structural members	Yes	Set at Hearing	\$29	Set at Hearing
304.5	Foundation walls	Yes	Set at Hearing	\$29	Set at Hearing
304.6	Exterior Walls	Yes	Set at Hearing	\$29	Set at Hearing
304.7	Roofs and Drainage	Yes	Set at Hearing	\$29	Set at Hearing
304.8	Decorative features	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
304.9	Overhang extensions	Yes	Set at Hearing	\$29	Set at Hearing
304.10	Stairways, decks, porches and balconies	Yes	Set at Hearing	\$29	Set at Hearing
304.11	Chimneys and towers	Yes	Set at Hearing	\$29	Set at Hearing
304.12	Handrails and guards	Yes	Set at Hearing	\$29	Set at Hearing
304.13	Window, skylight and door frames	Yes	Set at Hearing	\$29	Set at Hearing
304.13.1	Glazing	Yes	Set at Hearing	\$29	Set at Hearing
304.13.2	Openable windows	Yes	Set at Hearing	\$29	Set at Hearing
304.14	Insect screens	Yes	Set at Hearing	\$29	Set at Hearing
304.15	Doors	Yes	Set at Hearing	\$29	Set at Hearing
304.16	Basement hatchways	Yes	Set at Hearing	\$29	Set at Hearing
304.17	Guards for basement windows	Yes	Set at Hearing	\$29	Set at Hearing
304.18	Building security	Yes	Set at Hearing	\$29	Set at Hearing
304.19	Gates	Yes	Set at Hearing	\$29	Set at Hearing
305.1.1	Unsafe conditions	Yes	Set at Hearing	\$29	Set at Hearing
305.3	Interior surfaces	Yes	Set at Hearing	\$29	Set at Hearing
305.4	Stairs and walking surfaces.	Yes	Set at Hearing	\$29	Set at Hearing
305.6	Interior doors	Yes	Set at Hearing	\$29	Set at Hearing
308.1	Accumulation of rubbish or garbage	Yes	Set at Hearing	\$29	Set at Hearing
308.2	Disposal of rubbish	Yes	Set at Hearing	\$29	Set at Hearing
308.2.2	Refrigerators	Yes	Set at Hearing	\$29	Set at Hearing
308.3	Disposal of garbage	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
308.3.1	Garbage facilities	Yes	Set at Hearing	\$29	Set at Hearing
309.1	Infestation	Yes	Set at Hearing	\$29	Set at Hearing
402.1	Habitable spaces	Yes	Set at Hearing	\$29	Set at Hearing
402.2	Common halls and stairways	Yes	Set at Hearing	\$29	Set at Hearing
404.4	Bedroom and living room requirements	Yes	Set at Hearing	\$29	Set at Hearing
404.4.1	Room area	Yes	Set at Hearing	\$29	Set at Hearing
404.4.2	Access from bedrooms	Yes	Set at Hearing	\$29	Set at Hearing
404.4.3	Water closet accessibility	Yes	Set at Hearing	\$29	Set at Hearing
404.4.4	Prohibited occupancy	Yes	Set at Hearing	\$29	Set at Hearing
404.5	Overcrowding	Yes	Set at Hearing	\$29	Set at Hearing
502.1	Dwelling units	Yes	Set at Hearing	\$29	Set at Hearing
504.3	Plumbing system hazards	Yes	Set at Hearing	\$29	Set at Hearing
505.2	Contamination	Yes	Set at Hearing	\$29	Set at Hearing
505.3	Supply	Yes	Set at Hearing	\$29	Set at Hearing
505.4	Water heating facilities.	Yes	Set at Hearing	\$29	Set at Hearing
506.3	Grease interceptors	Yes	Set at Hearing	\$29	Set at Hearing
602.3	Heat supply	Yes	Set at Hearing	\$29	Set at Hearing
603.1	Mechanical appliances	Yes	Set at Hearing	\$29	Set at Hearing
603.4	Safety controls	Yes	Set at Hearing	\$29	Set at Hearing
604.3	Electrical system hazards	Yes	Set at Hearing	\$29	Set at Hearing
604.3.2.1	Electrical equipment	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
605.2	Receptacles	Yes	Set at Hearing	\$29	Set at Hearing
605.3	Luminaires	Yes	Set at Hearing	\$29	Set at Hearing
605.4	Wiring	Yes	Set at Hearing	\$29	Set at Hearing
702.2	Aisles	Yes	Set at Hearing	\$29	Set at Hearing
702.3	Locked doors	Yes	Set at Hearing	\$29	Set at Hearing
702.4	Emergency escape openings	Yes	Set at Hearing	\$29	Set at Hearing
703.1	Fire-resistance-rated assemblies	Yes	Set at Hearing	\$29	Set at Hearing
703.2	Opening protectives	Yes	Set at Hearing	\$29	Set at Hearing
704.1.1	Automatic sprinkler systems	Yes	Set at Hearing	\$29	Set at Hearing
704.1.2	Fire department connection	Yes	Set at Hearing	\$29	Set at Hearing
704.2.4	Smoke detection system	Yes	Set at Hearing	\$29	Set at Hearing

Staff Summary Report

MEETING DATE: December 11, 2018
AGENDA ITEM: XVI. BUSINESS ITEM (F)
AGENDA TITLE: Purchase of Real Property

ACTION REQUESTED BY: City Manager
ACTION REQUESTED:
SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

City Administration has been approached to determine if there is an interest in the City purchasing a local property. During the closed session, documentation will be provided to the City Commission.

Potential motions may include:

- Tabling this item to a future date;
- Direct and authorize staff to expend funds for an appraisal and other investigation as may be necessary on the property;
- Deny the request for purchase; or
- Other action as determined by the City Commission.

PROCUREMENT / PURCHASING (if applicable)

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

SUPPORT DOCUMENTS: • Documents pertaining to the property will be provided during closed session.

DEPARTMENT'S RECOMMENDED MOTION: Motion to be determined by the City Commission.
