

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION WORKSHOP**  
**February 13, 2018**  
**201 W. Chaco, City Hall**  
**5:00 p.m.**

**5:00-5:30 p.m.**

North Main Overlay

**5:30-6:00 p.m.**

Clean Water State Revolving Fund 21 Sewer Outfall Line Loan

**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

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**MEETING DATE:** February 13, 2018  
**AGENDA ITEM:** WORKSHOP  
**AGENDA TITLE:** CWSRF 09 Sewer Outfall Line Loan

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**ACTION REQUESTED BY:**  
**ACTION REQUESTED:** No action; discussion  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

Wastewater Plant Loan Proceeds: \$5,000,000  
Wastewater Plant Loan Balance: \$3,233,766 (as of 1/2018, 12 years remaining on loan)

Current Loan Term: 20 years  
Interest Rate: 2%  
Interest Over Life of Loan: \$1,115,671.81 (includes administrative fee)  
Annual Payment: \$ 305,783.59 (first payment June 2010)  
Debt Service Reserve: \$ 305,783.59 (equal to one annual payment)  
R&R Reserve: \$ 250,000.00 (5% of loan proceeds)  
Prepayment Restrictions: None

Interest Paid on Loan to date: \$ 680,034.54

NMED has advised the City has an opportunity to refinance this loan. EPA is offering interest rate of 1.2%. Refinancing fee is 2% of loan proceeds or \$64,675.32 and is payable within two weeks of the execution of the amended loan agreement. City will have the ability to prepay loan at any time during the term of the loan.

Loan Term: 12 years  
Interest Rate: 1.2%  
Interest on Refinanced Loan: \$ 257,747.95 (includes administrative fee)  
Total Interest (Original & Refinance) \$ 937,782.49  
Interest Savings Result of Refinance: \$ 113,214.01 (net of refinancing fee)  
Annual Payment: \$ 290,959.48  
Prepayment Restrictions: None

Interest Rate on Investments NM Local Government Investment Pool (LGIP as of 2/7/18): 1.292%  
Interest Rate on Investments (One Year CD Citizens Bank as of 1/24/18): 1.35%

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**February 13, 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. PRESENTATION**

Aztec Museum Report Activities Report 2017/Plans 2018

**VIII. CITIZEN RECOGNITION**

**IX. EMPLOYEE RECOGNITION**

**X. CONSENT AGENDA**

- A. Commission Workshop Meeting Minutes January 23, 2018
- B. Commission Meeting Minutes January 23, 2018
- C. Resolution 2018-1074 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"*

**XI. ITEMS FROM CONSENT AGENDA**

**XII. 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)*

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#### **XIV. BUSINESS ITEMS**

A. Clean Water State Revolving Fund 21 (CWSRF) Outfall Line Loan Closing

#### **XV. 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)*

#### **XVII. ADJOURNMENT**

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

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:00 pm at the Aztec  
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;  
10 Commissioner, Austin Randall; Commissioner  
11 Sheri Rogers  
12

13 MEMBERS ABSENT: Commissioner, Katee McClure  
14

15 OTHERS PRESENT: Interim City Manager Steve Mueller; City  
16 Attorney Larry Thrower; Project Manager, Ed  
17 Kotyk; City Clerk, Karla Saylor  
18  
19

20 **A. Clean Water State Revolving Fund 21 Sewer Outfall Line Loan**  
21

22 Kathy mentioned that this workshop is to discuss the Sewer Outfall Line Loan.  
23 She mentioned that NMED has advised the City that they have an opportunity to amend  
24 the terms of the loan. EPA is offering an interest rate of 1.2%. Refinancing fee will be  
25 2% of loan proceeds or \$66,496.05 and is payable within two weeks of the execution of  
26 the closing documents. Currently the loan is at 20 years at 3% interest. Kathy  
27 mentioned that the City could also extend the term of the loan from 20 to 30 years.  
28 Kathy reviewed the terms between 20 years and 30 years with commission from the  
29 staff summary mentioning that NMED will need direction by January 31, 2018. The City  
30 will have the ability to prepay the loan at any time during the terms of the loan. Mayor  
31 Burbridge liked the 30 year terms at 1.2% interest. The item will be on the next  
32 commission meeting on February 13, 2018 to be voted on.  
33  
34

35 **II. ADJOURNMENT**  
36

37 Moved by Mayor Burbridge to adjourn the meeting at 5:55 p.m.  
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43  
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Mayor, Sally Burbridge

1 ATTEST:

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4 \_\_\_\_\_  
Karla Sayler, City Clerk

5

6 MINUTES PREPARED BY:

7

8

9 \_\_\_\_\_  
Karla Sayler, City Clerk

1 CITY OF AZTEC  
2 COMMISSION MEETING MINUTES  
3 January 23, 2018  
4

5 **I. CALL TO ORDER**

6 Mayor Sally Burbridge called the Meeting to order at 6:02 pm at the Aztec City  
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 **II. INVOCATION**

10 The Invocation was led by City Attorney Larry Thrower  
11  
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Commissioner Austin Randall  
15  
16

17 **IV. NEW MEXICO PLEDGE**

18 The New Mexico Pledge was led by Commissioner Austin Randall  
19  
20

21 **IV. ROLL CALL**

22  
23 Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;  
24 Commissioner Austin Randall; Commissioner Sheri  
25 Rogers  
26

27  
28 Members Absent: Commissioner Katee McClure  
29

30 Others Present: Interim City Manager Steve Mueller; City Attorney  
31 Larry Thrower; City Clerk Karla Saylor; Project  
32 Manager Ed Kotyk (see attendance sheet)  
33

34 **VI. AGENDA APPROVAL**

35  
36 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to  
37 Approve the Agenda with the exception of the Presentation by the Aztec Museum  
38

39 All Voted Aye; Motion Passed Four to Zero  
40

41 **VII. PRESENTATION**

42  
43 PULLED  
44  
45  
46

47 **VIII. PROCLAMATION**

48

49 City of Aztec School Choice Week January 21-27, 2018

50

51 Mayor Burbridge mentioned that this is a proclamation to propose the week of  
52 January 21-27, 2018 which is for Charter Schools which gives families options for the  
53 education of their children.

54

55

56 **IX. CITIZEN RECOGNITION**

57

58 None

59

60 **X. EMPLOYEE RECOGNITION**

61

62 Chief Mike Heal swore in new Police Officer Shawn Schmitt.

63

64

65 **XI. CONSENT AGENDA**

66

67 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to  
68 Approve the Consent Agenda with the Exception of Item D, San Juan College Hiring  
69 Service Agreement for Encore Classes

70

- 71 A. Commission Meeting Minutes January 9, 2018
- 72 B. Resolution 2018-1073 Concerning the Governing Body Meetings and Public  
73 Notice Requirements
- 74 C. Precinct Board Appointment
- 75 D. PULLED
- 76 E. Animal Care & Control Document Destruction
- 77 F. FY18 Youth Conservation Corps Service Agreement

78

79 All Voted Aye: Motion Passed Four to Zero

80

81

82 **XII. ITEMS FROM CONSENT AGENDA**

83

84 D. San Juan College Hiring Service Agreement for Encore Classes

85

86 Commissioner Randall asked if the agreement has been brought to terms and  
87 understandings of what will be offered by San Juan College for Encore Classes. Steve  
88 mentioned that this will be a new beginning to move forward for the seniors to be  
89 involved.

90



91                    MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to  
92 Approve the Agreement with San Juan College

93  
94                    All Voted Aye; Motion Passed Four to Zero

95  
96 **XIII. CITIZENS INPUT**

97                    None

98  
99  
100 **XIV. BUSINESS ITEM**

- 101  
102                    A. Intent to Adopt Ordinance 20-468 Amending Chapter 26, Sections 2-56, 2-66,  
103                    and 2-76 Eliminating Certain Conditional Use Requirements For Offices In  
104                    The O-1 District and Personal Services In The C-1 And C-2 District.

105                    Community Development Director Steven Saavedra mentioned that this request  
106 to remove conditional use permits for semi-professional or professional offices in the O-  
107 1 Office and Institutional District and in the C-1 & C-2 District. The O-1 Districts allows  
108 offices by right pursuant to COA 26-2-52(5). Thus, Community Developments seeks to  
109 clarify and eliminate conditional use permits for semi-professional or professional offices  
110 to remove confusion and allow office uses in the C1 and C2 Districts. He also  
111 mentioned to request to remove conditional use permits for personal services, such as  
112 beauty shops, barbershops, massage parlors, auditors, and other similar services. The  
113 C-1 and the C-2 District allow such uses by right pursuant to COA 26-2-62(5) and COA  
114 26-2-72(5) Retail and Service Establishments. Therefore, Community Developments  
115 seeks to clarify and eliminate conflicting uses.

116                    MOVED by Commissioner Rogers, SECONDED by Mayor Pro-Tem Sipe to  
117 Approve Intent to Adopt Ordinance 2018-468 Amending Chapter 26, Sections 2-56, 2-  
118 66, and 2-76.

119                    A Roll Call Was Taken; Motion Passed; Four to Zero

- 120                    B. Bid 2018-631 Animas River Diversion Project Change Order 1

121  
122                    Finance Director Kathy Lamb mentioned that this project is complete but  
123 during the course when they submitted their second pay request they realized that they  
124 were putting out more material for the plans than what the Bid quantity was. She  
125 mentioned that the calculation was for 472, rounded up to 480 but amount entered was  
126 380 and mentioned that it had nothing to do with the contractor. The change order  
127 amount, without tax, is \$29,904.60. She mentioned that there are sufficient funds in the  
128 budget to cover this.

129  
130           MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to Approve  
131 Bid 2018-631 Animas River Diversion Project Change Order 1 in the amount of  
132 \$29,904.60 plus tax.

133  
134           All Voted Aye; Motion Passed Four to Zero

135  
136           C. Bid 2018-631 Animas River Diversion Project Change Order 2

137  
138           Kathy mentioned that this is the same project. She mentioned that AJAC  
139 Enterprises is the contractor and that they are proceeding with the project and are ready  
140 to divert water into the channel but the water did not divert. The cause of this was that  
141 the elevation was off from the river to the head gate resulting in changes needed to be  
142 made to the diversion project which would allow the water to flow through the channel to  
143 the pump house so we could get it up to the treatment plant. Clayton Harrison with CHC  
144 Engineers mentioned the head gate was originally designed by the City but then Smith  
145 Engineering constructed as one project. The City terminated the contract in 2015 and  
146 then CHC Engineering was retained by the City to design the river diversion phase of  
147 the project based on the original work prepared by Smith Engineering. CHC provided a  
148 construction solution to the project and verbal authorization was provided to AJAC to  
149 proceed with the changes.

150  
151           MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall to  
152 Approve Bid 2018-631 Animas River Diversion Project Change Order 2 in the amount of  
153 \$13,940.36 plus tax

154  
155           All Voted Aye; Motion Passed Four to Zero

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157 **XV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

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159  
160           Steve mentioned that he will be attending Municipal Day in Santa Fe next week  
161 and that he and commission will try to meet with representatives. Steve mentioned that  
162 he was in contact with Representative Stickler and mentioned that he let them know that  
163 we wanted to reauthorize for the Aztec Arteriel and Representative Strickler mentioned  
164 that he sent it on to the San Juan Delegation.

165  
166           Mayor Burbridge mentioned that the Mayor's Ball is March 3<sup>rd</sup> and will be  
167 sponsored by the Farmington Boys and Girls Club. She asked Commission who would  
168 be attending so the City can get a table to sponsor. She mentioned that she attended a  
169 day and a half strategy session held by 4CED last week and mentioned that

170 Commission Rogers also attended. She mentioned that there were updates on the San  
171 Juan generating station.  
172

173 Mayor Pro-Tem Sipe mentioned that she attended the EDAB meeting and the  
174 discussion was on the MRA planning meeting that are scheduled for Wednesday and  
175 Thursday at downtown at Boston Music. The workshop schedules are Wednesday from  
176 11-6:30pm and Thursday 9-5 pm. They will have a public presentation Thursday  
177 evening from 6-8. She mentioned that she has a MPO meeting on Thursday.  
178

179 Commissioner Randall mentioned that he did not attend Lodger's Tax but that  
180 there was a new funding request for Steamers and Dreamers for \$2,000 and the The  
181 State Junior High School Rodeo for 1,500. There was also a funding request for ATOS  
182 for \$2,000. He mentioned that he will be attending the Mayor's Ball.  
183

184  
185 **XVI. DEPARTMENT REPORTS**  
186

187 Chief Heal mentioned that he was contacted by KOB and did an interview on the  
188 shooting in Marshall County Kentucky.  
189

190 Steven mentioned the MRA planning meeting with the Consensus Group that is  
191 scheduled downtown on Wednesday and Thursday.  
192

193 **XVII. ADJOURMENT**  
194

195 Moved by Mayor Burbridge, **SECONDED** by Mayor Pro-Tem Sipe to adjourn the  
196 meeting at 6:40 p.m.  
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202

\_\_\_\_\_  
Mayor, Sally Burbridge

203  
204 **ATTEST:**

205 \_\_\_\_\_  
206 Karla Saylor, City Clerk  
207  
208

209 **MINUTES PREPARED BY**  
210

211 \_\_\_\_\_  
212 Karla Saylor, City Clerk

# Staff Summary Report

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**MEETING DATE:** February 13, 2018  
**AGENDA ITEM:** X. CONSENT AGENDA (C)  
**AGENDA TITLE:** Resolution 2018-1074 Surplus

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**ACTION REQUESTED BY:** Library, Project Management  
**ACTION REQUESTED:** Approval of Resolution 2018-1074  
**SUMMARY BY:** Kathy Lamb

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## **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 Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

## **FISCAL INPUT / FINANCE DEPARTMENT**

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

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**SUPPORT DOCUMENTS:** Resolution 2018-1074  
Surplus List

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2018-1074 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

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# **CITY OF AZTEC RESOLUTION 2018-1074**

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

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

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

PASSED, APPROVED AND SIGNED this 13<sup>th</sup> day of February 2018.

\_\_\_\_\_  
MAYOR SALLY BURBRIDGE

ATTEST:

\_\_\_\_\_  
CITY CLERK KARLA SAYLER

**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1074  
FEBRUARY 13, 2018**

Batntam of the opera	Mary Jane Auch
Every Autumn Comes the Bear	Jim Arnosky
Rain, Rain Go Away	Caroline Jayne Church
Fire Engine No. 9	Mike Austin
One Crow : A Counting Rhyme	Jim Aylesworth
Mary's Mirror	Jim Aylesworth
Can You Make A Piggy Giggle?	Linda Ashman
Too Many Frogs!	Sandy Asher
Bear Shadow	Frank Asch
Baby Birds' First Nest	Frank Asch
I Want To Be An Astronaut	Byron Barton
The Wee Little Woman	Byron Barton
A Beautiful Feast For A Big King Cat	John Archambault
Winter Harvest	Jane Chelsea Aragon
Even More Parts	Tedd Arnold
Animalia	Graeme Base
Grandfather Buffalo	Jim Arnosky
Dance of the Eggshells	Carla Aragon
Uno's Garden	Graeme Base
The Water Hole	Graeme Base
Old MacDonald Had A Dragon	Ken Baker
The Frog Bride	Antonia Barber
Little Runner of the Long House	Betty Baker
Airport	Byron Barton
Zoom	Istvan Banyai
My Grandma lived in Gooligulch	Graeme Base
Tia's Tamales	Ana Baca
Baby Learns About Colors	
Green Wilma	Tedd Arnold
Animals Should definitely Not Wear Clothing	Judi Barrett
Hampire!	Sudipta B. Quallen
The Teezles and the Snow Rabbit	Terry Barber
George's Store at the Shore	Francine Bassede
Chloe and the Lion	Mac Barnett
Huggly Goes To School	Tedd Arnold
A Pet for Fly Guy	Tedd Arnold
Please, Mr. Panda	Steve Antony
Desmond and the Naughty Bugs	Linda Ashman
Prince Fly Guy	Tedd Arnold

**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1074  
FEBRUARY 13, 2018**

Super Fly Guy	Tedd Arnold
Moonbear's Pet	Frank Asch
Fablehaven:Secrets of the Dragon Sanctuary	Brandon Mull
Magnus Chase: The Sword of Summer	Rick Riordan
Magnus Chase: The Hammer of Thor	Rick Riordan
The Blood Olympus	Rick Riordan
The Son of Neptune	Rick Riordan
The Throne of Fire	Rick Riordan
Small Steps	Louis Sachar
Stuart Little	E.B. White
Charlotte's Web	E.B. White
Wings of Fire: The Dragonet Prophecy	Tui T Sutherland
Wings of Fire: The Brightest Night	Tui T Sutherland
Red Pizza For A Blue Count	Geronimo Stilton
I'm Too Fond Of My Fur	Geronimo Stilton
Thea Stilton and the Cherry Blossom Adventure	Geronimo Stilton
Curse of the Cheese Pyramid	Geronimo Stilton
Spacemice:Beware! Space Junk!	Geronimo Stilton
I Survived the Great Chicago Fire, 1871	Lauren Tarshis
I Survived the Japanese Tsunami, 2011	Lauren Tarshis
I Survived hurricane Katrina, 2005	Lauren Tarshis
I Survived the Battle of Gettysburg, 1863	Lauren Tarshis
I SurvivedThe San Francisco Earthquake, 1906	Lauren Tarshis
<b>Percy Jackson &amp; The Olympians: Demigod Files</b>	<b>Rick Riordan</b>
<b>Book One: The Maze of Bones</b>	<b>Rick Riordan</b>
<b>Cavemice: The Stone of Fire</b>	<b>Geronimo Stilton</b>
<b>Flight of the Red Bandit</b>	<b>Geronimo Stilton</b>
<b>Cavemice: Help I'm In Hot Lava!</b>	<b>Geronimo Stilton</b>
<b>Geronimo Stilton: Cat and Mouse In A Haunted House</b>	<b>Geronimo Stilton</b>
<b>The First Four Years</b>	<b>Laura Ingalls Wilder</b>
<b>By The Shores Of Silver Lake</b>	<b>Laura Ingalls Wilder</b>
<b>Little Town On the Prairie</b>	<b>Laura Ingalls Wilder</b>
<b>The Long Winter</b>	<b>Laura Ingalls Wilder</b>
On The Road	Jack Kerovac

Pr\*etear : the new legend of Snow White

Kaori Naruse

Rebound

Hack XXXX

Kodocha Sana's stage. Vol. 6

Miho Obana

Kodocha Sana's stage. Vol. 1

Miho Obana

**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1074  
FEBRUARY 13, 2018**

Kodocha Sana's stage. Vol. 7	Miho Obana
The melancholy of Haruhi Suzumiya, vol. 1	
The melancholy of Haruhi Suzumiya, vol. 2	
The melancholy of Haruhi Suzumiya, vol. 3	
Absolute boyfriend. v. 5	Yuu Watase
Zone-00. Volume 3	Kiyo QJO
Zone-00. Volume 2	Kiyo QJO
Zone-00	Kiyo QJO
Maison ikkoku. Vol.1	Rumiko Takahashi
Dancing in the Wings	Debbie Allen
Anno's Journey	Mitsumasa Anno
Suryia& Roscoe	Bhagavan Antle
Time For Bed The Babysitter Said	Peggy Perry Anderson
The Very Fairy Princess	Julie Andrews
Sun, Snow, Stars, Sky	Catherine & Laurence Anholt
Anno's Alphabet	Mitsumasa Anno
Anno's Math Games	Mitsumasa Anno
Charlie Yee's New Year	Juanita B. Anderson
Billy and Blaze	C. W. Anderson
Giraffes Can't Dance	Giles Andrede
Dragonbreath: curse of the were-wiener	
Dragonbreath: attack of the ninja frogs	
Dragonbreath: lair of the bat monster	
Dragonbreath: no such thing as ghosts	
Dragonbreath: revenge of the horned bunnies	
Dragonbreath: nightmare of the iguana	
Dragonbreath: the case of the toxic mutants	
Dragonbreath: Knight-napped	
Dragonbreath: the frozen menace	
Abigail, the breeze fairy	Daisy Meadows
Goldie the sunshine fairy	Daisy Meadows
7 <sup>th</sup> book of Lemony Snicket: The Vile Village	Lemony Snicket
Annabelle the Drawing Fairy	Daisy Meadows
Lisa the Lollipop Fairy	Daisy Meadows
Creature teacher: the final exam	
A nightmare on Clown Street	
Night of the puppet people	
Monster blood for breakfast!	
The abominable snowman of Pasadena	



**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1074  
FEBRUARY 13, 2018**

Diary of a wimpy kid: the third wheel

Evie, the mist fairy	Daisy Meadows
Fern, the green fairy	Daisy Meadows
Inky, the indigo fairy	Georgie Ripper
Heather, the violet fairy	Daisy Meadows
The austere academy	Lemony Snicket
Magical Animal Fairies	Daisy Meadows
Lone Calder Star	Janet Dailey
The Greek Villa	Judith Gould
Dreamboat	Judith Gould
Shifting Calder Wind	Janet Dailey
Emma Easter Fairy	Daisy Meadows
Shannon the Ocean Fairy	Daisy Meadows
Septimus Heat book4: Queste	Angie Sage
Septimus Heat book2: Flyte	Angie Sage
Septimus Heat book3: Physik	Angie Sage
Septimus Heat book 1: Magyk	Angie Sage
Septimus Heat: The Magykal Papers	Angie Sage
Angelica the Angel Fairy	Daisy Meadows
Olympia the Games Fairy	Daisy Meadows
Septimus Heat book 5: Syren	Angie Sage

**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1074  
FEBRUARY 13, 2018**

Baby Learns About Animals		
Baby learns about weather		
Who's Got Spots		Linda W. Aber
An Old Fashion Thanksgiving		Louisa May Alcott
Shojo Beat Manga : Absolute Boyfriend		Yuu Watase
Who Goes Out On Halloween		Sue Alexander
Little Engines Can Do Big Things		Britt Allcroft
Give It A Try Zoe		Sarah Albee
Where's My Friend Teddy		Jez Alborough
My Friend Bear		Jez Alborough
Home On The Range		Brian Ajar
POP Flop's Great Balloon Ride		Nancy Abruzzo
Each Peach Pear Plum		Janet & Allen Ahlberg
Happy Hanukkah Rebus		David Adler
Always Keep An Open Mind		
The Pool Party		Marcie Aboff
Always Follow Your Heart		
T Is For Tortilla		Jody Alpers
Miss Nelson Is Missing		James Marshall
The Stupids Take Off		Harry Allard
I'm Not Sleepy		Jonathan Allen
Hug		Jez Alborough
Bye Bye Baby		Janet & Allen Ahlberg
Tell Us A Story		Allan Ahlberg
Song and Dance Man		Karen Ackerman
The Mystery Bear: A Purim Story		Leone Adelson
Milo's Hat Trick		Jon Agee

# Staff Summary Report

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<b>MEETING DATE:</b>	February 13, 2018
<b>AGENDA ITEM:</b>	XIV. BUSINESS ITEM (A)
<b>AGENDA TITLE:</b>	NMED CWSRF 21 Sanitary Sewer Interceptor Line Construction Final Loan Documents

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<b>ACTION REQUESTED BY:</b>	Finance Department
<b>ACTION REQUESTED:</b>	Approval of NMED CWSRF 21 Loan Documents
<b>SUMMARY BY:</b>	Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

NMED (New Mexico Environment Department) CWSRF (Clean Water State Revolving Fund) provided \$3,324,802.49 in loan proceeds for the construction of the sanitary sewer interceptor line. Construction completion date, for loan purposes, was January 8, 2018. Interest accrued on the loan during construction was paid in full in January 2018 (as opposed to adding the interest to the loan proceeds and financing).

Interim loan agreement terms were 3% for 20 years. In 2017, new interest rates and calculation of income levels (from median to per capita) have resulted in an opportunity for the City to refinance this loan for 30 years @ 1.2% and retains the ability to prepay the loan at any time during the term. A refinance fee of 2% of loan proceeds (\$66,496.05) will be due within two weeks of executing the final loan documents.

The loan is secured by joint utility net system revenues which is defined as "Gross Revenues LESS the following expenses: (1) Operation and Maintenance expenses of the System, (2) Parity Bonds or Parity Obligations (3) approved indirect charges, (4) any amounts expended for capital replacements and repair of System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement."

Original terms:

Sewer Project Loan Proceeds:	\$3,324,802.49
Grant Subsidy Proceeds:	\$ 350,000.00
Current Loan Terms:	20 years
Interest Rate:	3%
Interest Over Life of Loan:	\$1,144,776.55 (includes administrative fee)
Annual Payment:	\$ 223,478.95 (first payment due 1/8/2019)
Debt Service Reserve:	\$ 223,478.95 (equal to one annual payment)
R&R Reserve:	\$166,240.12 (5% of loan proceeds)
Prepayment Restrictions:	None

New terms:

Loan Terms:	30 years
Interest Rate:	1.2%
Interest Over Life of Loan:	\$ 653,991.78 (includes administrative fee)
Annual Payment:	\$ 132,626.48 (first payment due 1/8/2019)
Debt Service Reserve:	\$ 132,626.48 (amount currently in reserve: \$191,156)
R&R Reserve:	\$ 166,240.12 (amount currently in reserve: \$192,000)
Prepayment Restrictions	None

Interest Rate on Investments NM Local Government Investment Pool (LGIP as of 2/7/18):	1.292%
Interest Rate on Investments (One Year CD Citizens Bank as of 1/24/18):	1.35%

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**SUPPORT DOCUMENTS:** Final Loan Agreement  
Final Promissory Note

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve NMED CWSRF 21 Final Loan Documents

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**FINAL LOAN AGREEMENT  
NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU  
CLEAN WATER STATE REVOLVING LOAN FUND –also known as-  
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

**Loan Number CWSRF 021**

I. This Final Loan Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the New Mexico Environment Department (“NMED”) of the State of New Mexico and the **CITY OF AZTEC**, hereinafter referred to as (“Borrower”). Borrower has enacted Ordinance No. 2013-423 approved on June 10, 2013 and Ordinance No. 2014-441 approved on December 18, 2014 hereinafter collectively referred to as (“Ordinance”) authorizing execution of this Agreement, authorizes the Borrower to repay loan funds to NMED, and irrevocably pledges the Net Revenues from the operation of the City’s Joint Utility System for the repayment of this Agreement and Note.

**Listed below are agency contacts.**

<p><b>Borrower’s Name:</b> City of Aztec 201 West Chaco Aztec, NM 87410-1915</p>	<p><b>NMED:</b> New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, NM 87502-5469</p>
<p><b>Borrower’s Contact Information:</b> Kathy Lamb, Finance Director (505) 334-7653 <a href="mailto:klamb@aztecnm.gov">klamb@aztecnm.gov</a></p>	<p><b>NMED Contact Information:</b> David Bishop, Project Manager (505) 222-9567 Jennifer Prada, Program Administrator (505) 827-2807 Gail Craven, Loan Manager (505) 827-9691 <a href="mailto:Gail.Craven@state.nm.us">Gail Craven@state.nm.us</a></p>

Incorporated as part of the Loan Agreement as though fully set forth is the following:

- Borrower’s Loan Ordinance
- Final Promissory Note
- Loan Amortization Schedule
- Project Description Form

**II. PROJECT DESCRIPTION:**

The most current NMED approved Project Description listed on the Project Description Form on file with NMED.

**III. AMOUNT:**

The Loan Amount, upon execution of this Agreement, will repay in full the Interim Loan for Loan No. CWSRF 021, which has a balance of \$3,324,802.49.

NMED agrees to loan Three Million Three Hundred Twenty-Four Thousand Eight Hundred Two Dollars and Forty-Nine Cents (\$3,324,802.49) to the Borrower at the annual interest rate of 1.2% and upon the terms and conditions set forth in this Agreement and the Final Promissory Note.

**IV. DISCLOSURE STATEMENT**

**A. FINANCE COSTS:**

<b>ANNUAL PERCENTAGE RATE</b> <i>The cost of your credit as a yearly rate</i>	<b>AMOUNT FINANCED</b> <i>The amount of credit provided</i>	<b>INTEREST CHARGES (1.2%)</b> <i>The dollar amount the credit will cost</i>	<b>TOTAL OF PAYMENTS</b> <i>The amount you will have paid after all payments have been made as scheduled</i>
<b>1.2%</b>	<b>\$3,324,802.49</b>	<b>\$653,991.91</b>	<b>\$3,978,794.40</b>

**B. REPAYMENT SCHEDULE**

Principal and interest payments shall be made as follows:

Your repayment schedule will be:

<b>NUMBER OF PAYMENTS</b>	<b>AMOUNT OF PAYMENT</b>	<b>WHEN PAYMENTS ARE DUE</b>
30 equal annual installments	\$132,626.48	Beginning January 8, 2019 and each January 8 <sup>th</sup> thereafter through January 8, 2048.

**C. PROJECT COMPLETION**

NMED concurrence of Project completion: NMED HAS REVIEWED THE PROJECT (hereinafter referred to as "Project") AND ALL FINAL DOCUMENTS HAVE BEEN SUBMITTED. PROJECT COMPLETION DATE WAS January 8, 2018 (Date all project closeout documents were received).

**D. SECURITY – NET SYSTEM REVENUES**

The Borrower is giving a security interest by dedicating Net System Revenues. Net System Revenues is defined as:

Gross Revenues LESS the following expenses: (1) Operation and Maintenance expenses of the System, (2) Parity Bonds or Parity Obligations (3) approved indirect charges, (4) any amounts expended for capital replacements and repair of System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement.

Except as stated in the Ordinance, the Net System Revenues have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Net System Revenues on the date of the Ordinance. The loan will be payable and collectible solely from the Net System Revenues.

**E. DEFAULT AND LATE CHARGES**

Failure by the Borrower to pay principal and interest as set forth in the Agreement and Final Promissory Note when due shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VI. COVENANTS, Sections G and H for default procedures.

**F. DEMAND FEATURE**

This Agreement has a demand feature in the event of default and the total principal and interest shall be paid on demand. See VI. COVENANTS, Sections G and H for default procedures.

**V. GENERAL CONDITIONS**

- A.** This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC.
- B.** Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and to execute and deliver the Final Promissory Note upon final closing. The terms of the Ordinance and Final Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.
- C.** For purposes of this Agreement, NMED inspection, review and approval are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors who shall remain responsible for the completion and success of the Project.
- D.** The Borrower warrants, represents and agrees that it, and its contractors, subcontractors, employees and representatives will comply with all applicable State and

Federal laws and regulations, and the requirements, covenants, and special conditions set forth in this Agreement or any amendment to the Agreement.

- E.** If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.
- F.** The Borrower warrants that the proceeds of the Interim Loan have been used for the Project and for no other purpose.
- G.** The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.
- H.** The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office, and the State Auditor for inspection and audit.
- I.** The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Net System Revenues as defined in the Agreement and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Final Promissory Note.
- J.** If the funds are used for wastewater collection lines or water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- K.** The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.
- L.** The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.
- M.** The Borrower agrees to maintain separate Project accounts in accordance with generally accepted government accounting principals and if requested by NMED, to conduct an audit of the financial records pertaining to the Project.

## **VI. COVENANTS**

- A.** Borrower covenants all disbursements it has requested for the Project were made in accordance with applicable Federal and State regulations.



- B.** The Borrower shall not sell, lease or transfer any of the property related to the Project except as permitted by the Ordinance, as amended and supplemented.
- C.** The Borrower shall not obligate the pledged Net System Revenues for this Agreement as defined in Section IV. DISCLOSURE STATEMENT, Security Section D (Net System Revenues) except as set forth in the Ordinance as adopted at the time of execution of the Agreement.
- D.** The Borrower hereby irrevocably covenants and agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees and other charges for the use of the System (as defined in the Ordinance) which will be sufficient to satisfy the Agreement and the Final Promissory Note.
- E.** If the Net System Revenues as defined in Section IV. DISCLOSURE STATEMENT, Security Section D (Net System Revenues) shall prove insufficient to produce the Repayments set forth herein, and in the Final Promissory Note, the Borrower hereby agrees to adjust and increase such rates, fees and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Final Promissory Note.
- F.** The Borrower will not provide any free services of the System. In the event the Borrower uses the System, it shall pay applicable rates and charges. The Borrower shall, to the full extent permitted by law, discontinue and shut off or cause to be discontinued or shut off the services and facilities of the System and will not restore or cause to be restored such services until all delinquent charges for the services of the System have been fully paid or a payment plan has been established to repay delinquent charges.
- G.** The following shall constitute an event of default under the Agreement:

  - 1. The failure by the Borrower to pay the principal and interest on the repayment of the Loan set forth in the Agreement and Final Promissory Note when due and payable either at maturity or otherwise; or
  - 2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.
- H.** Upon occurrence of an event of default:

  - 1. The entire unpaid principal amount of the Agreement and Final Promissory Note plus accrued interest thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under this Agreement and Final Promissory Note from the Net System Revenues, either immediately or in the manner required by NMED in its declaration.
  - 2. If the event of default is under clause 1 of Subsection G of Section VI, COVENANTS, NMED is authorized to set water and wastewater user rates in the area of the Borrower's jurisdiction in order to provide sufficient money for

repayment, on scheduled due dates, of the loan and proper operation and maintenance of the System. Funds sufficient to provide for repayment, on scheduled due dates, of the loan and proper operation and maintenance of the System shall be identified through a rate-setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. NMED may pursue other appropriate remedies
  - I. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court of Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.
  - J. This Agreement, the Ordinance and the Final Promissory Note incorporate all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement, the Ordinance and the Final Promissory Note. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, the Ordinance or the Final Promissory Note.
  - K. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Final Promissory Note may not be assigned by the Borrower.
  - L. No change shall be made to the Agreement and Final Promissory Note except in writing signed by NMED and Borrower.

**The parties have executed the Agreement on the dates set forth by their respective names.**

**Issued and administered by:**

New Mexico Environment Department  
Wastewater Facility Construction Loan Program  
Clean Water State Revolving Loan Fund

BY: \_\_\_\_\_  
Signature of duly authorized Loan Official

Title: \_\_\_\_\_ DATE: \_\_\_\_\_

By executing this Agreement, the undersigned represents that he/she is duly authorized to act on behalf of the Borrower.

BY: \_\_\_\_\_  
Signature of duly authorized Borrower Official  
City of Aztec

Sally Burbridge, Mayor, City of Aztec  
Title

DATE: February 13, 2018

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karla Sayler, City Clerk

\_\_\_\_\_  
Larry T. Thrower, City Attorney

**FINAL PROMISSORY NOTE**

**TO NEW MEXICO ENVIRONMENT DEPARTMENT  
CLEAN WATER STATE REVOLVING LOAN FUND -also known as-  
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM**

**DATE** \_\_\_\_\_

This FINAL Note replaces INTERIM Promissory Note dated June 10, 2013

**FOR VALUE RECEIVED**, the City of Aztec (“Borrower”) promises to pay to the order of the New Mexico Environment Department in connection with the State’s Clean Water State Revolving Fund Loan Program (“NMED”) at NMED’s office located at:

New Mexico Environment Department  
Construction Programs Bureau  
P.O. Box 5469  
1190 S. St. Francis Drive  
Santa Fe, New Mexico 87502-5469

or at such other place as NMED may hereafter designate in writing, the principal amount of

**Three Million Three Hundred Twenty-Four Thousand Eight Hundred Two Dollars and Forty-Nine Cents (\$3,324,802.49)**

pursuant to the terms of the Final Loan Agreement, Loan Number CWSRF 021 between NMED and the Borrower dated \_\_\_\_\_, 20\_\_\_\_ plus 1.2% interest annually until paid.

**REPAYMENT RATE AND SCHEDULE**

The principal and interest due and payable on this Note shall be payable as follows: Principal loaned and the subsequent interest shall be due and paid according to a Final Promissory Note as described herein.

The Final Promissory Note bears interest at 1.2% annually and shall be amortized over thirty years with thirty equal annual installments of \$132,626.48 beginning January 8, 2019 and each January 8<sup>th</sup> thereafter through January 8, 2048.

**NET REVENUES OF THE SYSTEM**

The Borrower is giving a security interest by dedicating Net System Revenues. Net System Revenues are defined as:

Gross Revenues LESS the following expenses: (1) Operation and Maintenance expenses of the System, (2) Parity Bonds or Parity Obligations (3) approved indirect charges, (4) any amounts expended for capital replacements and repair of System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement.

Except as stated in the Ordinance, the Net System Revenues have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Net System Revenues on the date of the Ordinance. The loan will be payable and collectible solely from the Net System Revenues.

### **ASSIGNMENT**

No assignment by NMED or the right to receive payments under this Note shall affect the Borrower's obligations or rights under this Note other than to make payments under this Note at the address designated by NMED to the Borrower in writing.

### **ANNUAL LOAN REPAYMENT ACCOUNT**

An Annual Loan Repayment Account shall be funded from the Net System Revenues in the amount necessary for payment of the principal and interest in the amount of \$132,626.48 due annually under the Loan Agreement and Note. So long as the Loan Agreement and the Note are outstanding, whether as to principal or interest, the Borrower shall fund the Annual Loan Repayment Account and identify this in the Annual Audit. The Borrower must also maintain a debt service coverage ratio of no less than 1.2.

### **COLLECTION AND DEFAULT**

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE Section and shall become immediately due and payable by Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement, in Section VI. Covenants, Paragraphs G. and H., are incorporated herein by reference.

### **PREPAYMENT**

The Borrower may prepay all or any part of the principal on this Note without penalty. Refunds and extra payments, as defined in the regulations of NMED shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and accrued interest are paid in full.

## **AUTHORITY**

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC and the Ordinance of the Borrower.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Net System Revenues as defined in the Agreement and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

**Remainder of page intentionally blank**

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

\_\_\_\_\_  
(Borrower's authorized signature)

Sally Burbridge  
\_\_\_\_\_  
(Borrower's printed name)

Mayor  
\_\_\_\_\_  
(Title)

February 13, 2018  
\_\_\_\_\_  
(Date)

State of New Mexico

County of San Juan

Signed or attested before me on February 13, 2018 by Sally Burbridge, Mayor, City of Aztec  
(date) (name of Borrower)

(Seal, if any)

\_\_\_\_\_  
(Signature of notary officer)

My commission expires: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Larry T. Thrower, City Attorney

February 13, 2018