



AG E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
February 23, 2021
201 W. Chaco, City Hall
5:15 p.m.

Attendance:

Due to COVID-19 precautions from the State of New Mexico, the City of Aztec will be following the guidance from the Attorney General and the Governor of New Mexico regarding compliance with the Open Meetings Act. There will be NO public In-person attendance at this meeting. The public may watch the live stream on YouTube, or listen through a telephone number. The recorded video will remain available after the commission workshop meeting ends.

Commission Workshop 02-23-21
Tue, Feb 23, 2021 5:15 PM (MST)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/205221781>

5:15 P.M.

Discussion on Outdoor Recreation Facility



AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
February 23, 2021
201 W. Chaco, City Hall
6:00 p.m.

Attendance:

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Commission Meeting 02-23-21
Tue, Feb 23, 2021 6:00 PM (MST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/205221781>

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE

United States Pledge of Allegiance

New Mexico Pledge of Allegiance

I Salute the Flag of the State of New Mexico and the Zia Symbol of Perfect Friendship among United Cultures

III. ROLL CALL

IV. APPROVAL OF AGENDA ITEMS

V. CONSENT AGENDA

- A. Commission Workshop Minutes February 9, 2021
- B. Commission Meeting Minutes February 9, 2021
- C. FY 21 Second State Aide Grant Agreement for Library
- D. 2021-2026 Aztec Baseball Association Agreement
- E. 2021-2026 Fast Pitch Association Agreement
- F. RFP 2020-728 Contract Award to SEH for NM173 Waterline Design, Bid and Construction Services

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"

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.

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. CITIZENS INPUT (3 Minutes Maximum)

Comments can be submitted in multiple ways:

- **Hand-Delivered** to 201 S. Chaco, Aztec NM 87410 by Tuesday February 23, 2021 at 5:00 pm
- **Mailed** to City of Aztec Commission Comments 201 W. Chaco, Aztec NM 87410 by Tuesday February 23, 2021.
- **Faxed** to (505)334-7609 before 5:00 pm on Tuesday February 23, 2021.
- **Emailed** to ksayler@aztecnm.gov before 5:00 pm on Tuesday February 23, 2021

Comments submitted as listed will be distributed to commissioners and read into the recording during the public comment section. For those who wish to make comment during the meeting, you must join from a computer or mobile device.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/205221781>

VIII. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2021-514 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates

IX. LAND USE HEARING

X. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

XI. AJOURNMENT

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 February 9, 2021
4

5 **I. CALL TO ORDER**

6 Mayor Pro-Tem Fry called the Virtual Workshop to order at 5:24 pm
7

8 MEMBERS PRESENT: (virtual) Mayor Pro-Tem Fry; Commissioner
9 Randall; Commissioner, Mark Lewis;
10 Commissioner Mike Padilla (in person)
11

12 MEMBERS ABSENT: Mayor Victor Snover
13

14 OTHERS PRESENT: Interim City Manager Ken George; Assistant
15 Interim City Manager Steven Saavedra; IT
16 Director Wallace Begay; City Clerk Karla
17 Sayler
18

19 **A. Discussion of Relief Study for the Animas River**
20

21 Mayor Pro-Tem Fry opened the workshop for discussion on the a relief
22 study for the animas river and turned it over to Commissioner Lewis.
23 Commissioner Lewis mentioned that at the Water Commission meeting last week
24 they discussed having a test run of release from Ridges Basin Reservoir
25 because it has never been done before and there are different ideas about how
26 much water will actually reach the City of Aztec and how much will get lost. He
27 received a call from Aaron Chavez the Executive Director of the Water
28 Commission asking if Aztec would like to take part in the study.
29

30 Assistant Interim City Manager Steven Saavedra explained that this test
31 has been proposed because they want to obtain data to see what would happen
32 if there is a call on water from Lake Nighthorse in the case of extreme drought.
33 The water condition right now makes it conducive to try to collect data for a
34 baseline. Mr. Chavez would like to know if the City has interest, there will be no
35 cost but we would need to know where we would divert the water and where it
36 would be stored.
37

38 Public Works Director Steve Morse explained that we currently don't have
39 storage right and mentioned that both our reservoirs are full right now just in case
40 another incident like Gold King Mine spill and we can't pump out of the river for
41 an extended period of time. It will be a couple of years before we are able to
42 rehab reservoir 1 and the cost will be around a million dollars. Steven Saavedra
43 explained that we have submitted the request for funds as the #1 project for both
44 the legislative side and the governor's side, so it will depend on what is available.
45 There is no guarantee that they will do the study or not at this point.
46

1 Staff felt that this is an important test so we will know for future if we are
2 ever in the need of water. Commission was interested in the test if it's possible.
3

4
5 **II. ADJOURMENT**
6

7 Moved by Mayor Pro-Tem Fry to adjourn the meeting at 5:54 p.m.
8
9

10
11
12
13 _____
Mayor Pro-Tem, Rosalynn Fry

14 ATTEST:

15
16
17 _____
18 Karla Sayler, City Clerk

19
20 MINUTES PREPARED BY:

21
22 _____
23 Sherlynn Morgan, Administrative Assistant
24
25
26
27

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 February 9, 2021
4

5 **I. CALL TO ORDER**
6

7 Mayor Pro-Tem Fry called the Virtual Meeting to order at 6:05 pm
8

9 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**
10

- 11 A. Invocation (led by Commissioner Randall)
12 B. United States Pledge of Allegiance (led by Commissioner Lewis)
13 C. New Mexico pledge of Allegiance (led by Commissioner Lewis)

14 **III. ROLL CALL**
15

16 Members Present: Mayor Pro-Tem Fry; Commissioner Austin Randall (remote
17 video); Commissioner Mark Lewis; Commissioner Mike
18 Padilla (in person)
19

20 Members Absent: Mayor Victor Snover
21

22 Others Present: Interim City Manager Ken George; Assistant Interim City
23 Manager Steven Saavedra; City Attorney Tyson Gobble; City
24 Clerk Karla Saylor; IT Director Wallace Begay
25

26 **IV. PRESENTATION**
27

28 Billy Moore Director and Evan Williams the Executive Director with the Council of
29 Governments (COG) gave a presentation to Commission.

- 30 • Seven councils of government in NM
31 • Our region includes San Juan, McKinley and Cibola Counties
32 • They are a planning and development district for the state of NM through
33 the local government division and an Economic development district under
34 the United States Economic Development Administration
35 • There are 3 buckets of service that they provide to local and regional
36 government services (1) work program (2) State Grant Made to help with
37 planning and development (3) base program which helps with regional
38 economic development
39 • They do tourism, water planning
40 • Membership is the only source of funding they have and depending on what
41 you pay depends on the services received
42 • They presented a slide show with all of the services and information
43

44 **V. APPROVAL OF AGENDA ITEMS**
45
46

47 MOVED by Commissioner Randall to approve the agenda as given;
48 SECONDED by Commissioner Lewis

49
50 All voted Aye: Motion passed four to zero

51
52 **VI. CONSENT AGENDA**

- 53
54 A. Commission Meeting Minutes January 12, 2021
55 B. Special Budget Resolution 2021-1213 Intergovernmental Grant Fund
56 C. FY 21 Second State Aide Grant Agreement for Library

57
58 MOVED by Commissioner Padilla approve the consent agenda as given
59 with the exception of postponing item (C) SECONDED by Commissioner Lewis

60
61 All voted Aye: Motion passed four to zero

62
63 **VII. ITEMS REMOVED FROM CONSENT AGENDA**

- 64
65 C. FY21 Second State Aide Grant Agreement for Library

66
67 **VIII. CITIZENS INPUT (3 Minutes Maximum)**

68
69 NONE

70
71
72 **IX. BUSINESS ITEMS**

73
74 NONE

75
76 **X. LAND USE HEARING**

77
78 Mayor Pro-Tem Fry read the land use script and explained the proceedings. She
79 asked if there were any conflicts of interest or personal bias to be declared and there
80 were none.

81
82 Parties Listed were sworn in:
83 Community Development Director Steven Saavedra
84 Brennen Heddin, 907 El Sol speaking on behalf of Elsberry
85 Mr. Lucero 10812 Shetlands Place, Albuquerque, NM 87121
86 Tweeti Blancett, Step Back Inn, 123 W. Aztec Blvd. Aztec, NM 87410
87 Eddie Chavez 911 El Sol Street, Aztec, NM 87410

88
89
90
91

92 A. CUP 2020-04 A Conditional Use Permit (CUP) To Allow A Residential
93 Apartment In A C-1 District For Property Located At 123 W. Aztec Blvd.
94

95 Community Development Director Steven Saavedra explained that this item was
96 originally tabled, this is a request by Tweeti Blancett to allow residential apartments in a
97 C-1 District. He explained that Community Development has reviewed the plans as well
98 as Economic Development Advisory Board and they are both recommending approval.
99 The plans seem sufficient and we cannot identify any negative externalities that could
100 exist with the request. Commissioner Padilla had asked they question about the
101 dumpster. Steven explained that it is up to Commission but City Code requires that the
102 dumpster either be removed or enclosed so we need to make sure that is addressed in
103 the motion. Tweeti explained that it would not be an issue to move the dumpster.
104

105 Mayor Pro-Tem Fry closed the hearing to testimony.
106

107 MOVED by Commissioner Padilla to approve CUP 2020-04 A Conditional Use
108 Permit (CUP) to allow a residential apartment in A C-1 District for property located at
109 123 W. Aztec Blvd. with the recommendation that the dumpster be enclosed or
110 relocated out of public view SECONDED by Commissioner Lewis
111

112 A Roll Call was taken: All voted Aye: Motion passed three to zero
113 Commissioner Randall abstained because of a brief conversation with applicant
114

115 B. ZC 21-01 A request to rezone property at 907 El Sol to O-1 from C-2
116

117 Community Development Director Steven Saavedra explained that this is a
118 request from Teresa Ellsbury who is represented by Brennen Hiddin to change the
119 zoning at 907 El Sol St. from General Commercial and Wholesale (C-2) to the Office
120 and Institutional (O_1). They were made aware of this property because of a realtor and
121 an appraiser and this creates a conflict for the lenders because it is illegal non-
122 conforming. Community Development does not see any negative externalities that
123 would prevent the re-zoning classification from occurring and are recommending
124 approval.
125

126 Brennen Heddin explained that the way it is currently zoned they are not able to
127 get insurance on the property. They are wanting to sell the property and they can't
128 unless the get the zone change. They are looking at having repairs done to the house it
129 is in a little disrepair.
130

131 Mr. Lucero asked if it would remain residential. Steven explained that it would
132 remain residential but it would also allow for offices.
133

134 Mayor Pro-Tem Fry closed the hearing to testimony.
135

136 MOVED by Commissioner Lewis to approve ZC 2021-01, A requested to
137 zone change property from the General Commercial and Wholesale (C-2) Zoning District
138 to the Office and Institutional (O-1) Zoning District for property located at 907 El Sol St.
139 SECONDED by Commissioner Randall

140
141 A Roll Call was taken: All voted Aye: Motion passed four to zero

142
143
144 **XI. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**

145
146 Interim City Manager Ken George mentioned that we are looking for a Finance
147 Director and we have had 1 application turned in and the consultants for the City
148 Manager have received 25 applications and we will be working with them to bring
149 the top 5 for interviews.

150
151 Interim Assistant City Manager Steven Saavedra passed on condolences to
152 Mayor Snover and his family.

153
154 Senior Center Director Cindy Iacovetto explained that they have canceled the
155 vaccination clinic at the center and they are redirecting people to Kare Drug. She
156 also mentioned that the VFW is preparing taxes in their building and they are going
157 really well.

158
159 Library Director Angela Watkins mentioned that they are starting to pick back up,
160 they are helping people register for the vaccine and they have an opening on the
161 Library Board.

162
163 Commissioner Padilla mentioned that he received a call from 1 of the consultants
164 for City Manager and it was an interesting discussion. He also passed on his
165 condolences to Mayor Snover.

166
167 Commissioner Lewis echoed condolences to the Mayor. He mentioned an article
168 in the Albuquerque Journal regarding the Central Corridor and the Rio Grande
169 where they are asking farmers not to plant this year because they don't expect
170 there'll be enough water. They are only anticipating getting 50% of their allocation
171 from the San Juan Chama diversion.

172
173 Mayor Pro-Tem Fry mentioned she has attended the community garden
174 meetings and they are moving along with 4 different committees doing planning
175 and design. The piano project has 3 more pianos being painted so they will have 7
176 pianos in total this season. She has NWNM seniors and MPO coming up.

177
178
179
180

181 **XII. ADJOURNMENT**

182

183 Mayor Pro-Tem Fry moved to adjourn the meeting at 7:17 pm SECONDED by
184 Commissioner Lewis

185

186

187

Mayor, Victor Snover

188 ATTEST:

189

190

191 Karla Sayler, City Clerk

192

193

194 MINUTES PREPARED BY:

195

196

197 Sherlynn Morgan, Administrative Assistant

198

199

200

DRAFT

Staff Summary Report

MEETING DATE:	February 23, 2021
AGENDA ITEM:	VI. Consent Agenda (C)
AGENDA TITLE:	FY21 State Grants-In-Aid

ACTION REQUESTED BY:	Angela Watkins, Library Director, Aztec Public Library
ACTION REQUESTED:	Approve FY21 State Grant in Aid Agreement for Library
SUMMARY BY:	Angela Watkins

PROJECT DESCRIPTION / FACTS

- The FY21 State Grant-In-Aid to Public Libraries agreement was received November 24, 2020. This program award helps support the delivery of local library services and may be used for:
 - Library Collections
 - Library Staff Salaries
 - Library Staff Professional Development
 - Library Equipment
 - Other Operational expenditures associated with delivery of library services as defined in Section 4.5.2 NMAC
- Library must report on how funds were spent in 2020/2021 Annual Report, due no later than August 10, 2021, following the close of the fiscal year.
- Award notifications and agreement was received on November 24, 2020 with the first half grant award amount of \$4,072.33 with the award period December 2020 – June 30.
- Award notifications and agreement for 2nd half allocation of FY21 State Grants-in-Aid was received on January 29, 2021 with an award of \$7,528.95 which includes the one-time CARES Act funding supplemental amount of \$2,106.13 and \$5,422.82 the regular 2nds half of grant . All funds must be spent by June 30, 2021.
- There is a designated section on the FY21 Annual Report to record how the one-time CARES act funding supplemental amount of \$2,106.13 was expended.
- Grant agreement must be electronically signed by an authorized agent who has authority to enter into a legal contract with the State of New Mexico by March 31, 2021.
- If the library does not submit the grant agreement within the required time period, it forfeits the grant award.

PROCUREMENT

- Both City and state procurement requirements will be followed for purchases. In addition, this funding will only be utilized on those items which meet the requirements of the funding agreement.

FISCAL IMPACTS

- The FY21 Adopted Budget includes revenue and expense budget specific to the State Grants-in-Aid Funding. A budget adjustment (award greater than budget) will be prepared in March 2021.

SUPPORT DOCUMENTS: FY21 State Grants-In-Aid to Public Libraries Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve FY21 State Grants-In-Aid Public Library Agreement 2nd Half

State Grants-in-Aid to Public Libraries
Agreement For FY2021

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called NMSL, and **City of Aztec, Aztec Public Library** located in **Aztec, NM**, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL and the State Librarian adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC; and

WHEREAS, NMSL is the entity responsible for disbursement of funds to libraries under the Corona Virus Aid, Relief & Economic Security Act (CARES act).

THEREFORE, the Parties agree to the following terms and conditions:

- I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Five Thousand Four Hundred Twenty Two Dollars and Eighty Two Cents (\$5,422.82)** to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.
- II. Pursuant to the ("CARES") Act, NMSL has received funding from the U.S. Federal Government for the purpose of supporting the role of the NMSL in responding to the Corona Virus Emergency. NMSL agrees to pay the Recipient a grant in the amount not to exceed **Two Thousand One Hundred Six Dollars and Thirteen Cents (\$2,106.13)** to defray certain costs incurred by the library related to the Coronavirus emergency. (See Attachment B)
- III. The Recipient agrees to:
 1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are further defined and explained in 4.5.2.7(B) NMAC;
 2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
 3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
 4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as **Attachment A**;
 5. No later than August 10, 2021, provide NMSL with a report on how the grant was spent as part

of the Recipient's annual report for the fiscal year; and

6. Sign and return this Agreement to NMSL within 60 days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.**

IV. This agreement shall be governed by and construed in accordance with the laws of the state of New Mexico and subject to the federal CARES act.

V. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to decide the dispute.

VI. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed: _____ Date: _____

Official Title: _____ Authorized Agent of Recipient

I certify that am the authorized agent who has authority to enter into a legal contract with the State of New Mexico

Signed: _____ Date: _____

By: Eli Guinnee, New Mexico State Librarian

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE AID FOR PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.
 [4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.
 [4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
 [4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.
 [4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.
 [4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter “the state aid program”) and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
 [4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. “Annual report” means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year’s activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

B. “Basic library services” means free services provided in a library’s legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. “Bookmobile” means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. “Branch” means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and

(5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. **“Circulating materials”** means items from library collections that are checked out by patrons for use outside of the library.

F. **“Collection development policy”** means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. **“Community analysis and needs assessment”** means an evaluation of a library’s legal service area, its current and future needs, and the library’s role in meeting those needs.

H. **“Developing library”** means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

(1) A developing library is established through one of the following mechanisms:

- (a) through an ordinance or legal resolution of a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A developing library provides the following public services:

- (a) staff present during open hours;
- (b) at least 15 hours of public access to physical quarters per week on an annual basis;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

I. **“Fiscal year”** means July 1 through June 30.

J. **“Legal service area”** means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library’s legal service area.

K. **“Library board”** means an administrative or advisory group comprised of representative members of the library’s community.

L. **“Library collections”** means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. **“Library equipment”** means equipment associated with the delivery of library services.

N. **“Library staff”** means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. **“Matching funds”** means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. **“Public library”** means a New Mexico organization that offers basic library services within its legal service area.

(1) A public library is established through one of the following mechanisms:

- (a) through an ordinance or legal resolution adopted by a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A public library provides the following public services:

- (a) staff dedicated to the library
- (b) year-round public access to the physical location at least 25 hours per week;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

Q. **“Reference services”** means the provision of library staff to answer reference questions during all the hours the library is open.

R. **“Strategic plan”** means a detailed program to ensure that library services meet the current and future needs of the library’s legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
- (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

- (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
- (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
- (10) employment of a designated director; and
- (11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

Attachment A

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

State Grants-in-Aid Expenditures Guidance Sheet

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To be eligible to receive state aid, New Mexico public libraries must meet eligibility requirements as outlined in the 4.5.2 NMAC. All awarded state grants-in-aid funds must be expended during the fiscal year in which they are awarded.

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, please contact the Library Development Bureau for clarification prior to making purchases 1-800-340-3890.

Allowable Purchases - State aid funds *can* be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc. are allowable. Non-traditional circulating/educational programming items may also be allowable. Please contact the Development Bureau for more information.
- Library Staff Salaries
 - State aid funds can be used to pay regular library staff for their work within the library. Providing pay to a substitute library staff member may also be allowable.
- Library Staff Professional Development
 - Travel (including meals and lodging) for attending in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, PLA, ARSL), and trainings provided to library staff on library related services/issues, which are organized and held at the library, or held at another location, e.g., state library or other library.
- Library Equipment
 - Items associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - Expenditures associated with the delivery of library services, such as the library's catalog, programming supplies, electric bills, phone bills, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts, etc.

Non-Allowable Purchases - State aid funds *cannot* be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services.
- Food, giveaways/incentives, college classes for library staff (i.e., tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to the delivery of basic library services to library patrons, including cost of parties, receptions, fund-raising events, other social functions, maintenance/cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, etc.
- Capital improvements and construction.

IMLS CARES Act Funding Expenditures Guidance Sheet

The Institute of Museum and Library Services (IMLS) provides the funding for this grant pursuant to the provisions of the CARES Act (Public Law 116-136) and the IMLS authorization statute (20 U.S.C. § 9101 et seq.). The New Mexico State Library (NMSL) is the administrator of the funds.

Under the CARES Act, this funding is to be used for the following purposes: to prevent, prepare for, and respond to coronavirus, including to expand digital network access, purchase internet accessible devices, and provide technical support services.

In order to achieve the purposes of the Act with respect to Grants to States, this funding is to be used as follows:

- A. Primarily to address digital inclusion and related technical support, using the following types of data to inform targeted efforts:
 - Poverty/Supplemental Nutrition Assistance Program (SNAP)
 - Unemployment
 - Broadband availability;
- B. Secondarily to address other efforts that prevent, prepare for, and respond to COVID-19; and
- C. With respect to (A) or (B), reach museum and tribal partners, in addition to traditionally eligible library entities, where appropriate.

Grant Requirements

- Spend all grant funds by June 30, 2021.
- Maintain comprehensive records/invoices to complete the CARES Act fund designated section on the FY21 Annual Report.
 - The NMSL *may require* invoices for items and/or services specific to the \$2,106.13 for a full public library or \$500 for a developing library.
- Grant records, including receipts, shall be kept by the library for three (3) years after the grant period ends on June 30, 2021.

If there are questions as how to expend CARES Act funds, please contact the Library Development Bureau for clarification prior to making purchases – Carmelita.Aragon@state.nm.us

Allowable Purchases – IMLS CARES Act funds ***can*** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
- Library Staff Salaries
 - Regular library staff salaries for their work involving the library.

- Library Equipment
 - Items associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, Wi-Fi hotspots, scanners, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - COVID-19 related expenses for library staff and patrons. This includes PPE, cleaning supplies, movable/temporary plexiglass shields, etc.
 - Expenditures associated with the delivery of library services, such as the library's catalog, programming supplies, electric bills, phone bills, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts, etc.

Non-Allowable Purchases - IMLS CARES Act funds ***cannot*** be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services.
- Food, giveaways/incentives, college classes for library staff (i.e., tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to the delivery of basic library services to library patrons, including cost of parties, receptions, fund-raising events, other social functions, maintenance/cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, etc.
- Capital improvements and construction, including any permanent COVID-19 related fixtures.

ATTACHMENT B

Staff Summary Report

MEETING DATE:	February 23, 2021
AGENDA ITEM:	V. CONSENT AGENDA (D)
AGENDA TITLE:	2021-2026 Aztec Baseball Association Agreement

ACTION REQUESTED BY:	Jeff Blackburn
ACTION REQUESTED:	APPROVE 2021-2026 Aztec Baseball Association Agreement
SUMMARY BY:	Jeff Blackburn

PROJECT DESCRIPTION / FACTS

- Will be in place for a five year term, expiring February 23, 2026
- Staff will review this agreement annually
- This is a standard agreement between the City and the association
- Addition of Infectious Disease/COVID guidelines and requirements

PROCUREMENT

n/a

FISCAL IMPACTS

Refer to Chapter 16 Fee Schedule (Section 16-14) of the City of Aztec Municipal Code for field preparation charges and player registration fees.

The Association will pay a flat fee of \$500.00 per year if the concession stand facilities located at the Hartman Park Baseball complex are occupied for retail sales.

All applicable fees will be paid to the City within 90 days of the close of the current season.

SUPPORT DOCUMENTS:	Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve 2021-2026 Aztec Baseball Association Agreement
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AGREEMENT

AZTEC BASEBALL ASSOCIATION

THIS AGREEMENT, made and entered into this February 23, 2021 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and Aztec Baseball Association, a Non-profit Organization, party of the second part, hereinafter referred to as the ASSOCIATION.

SECTION 1: Association Responsibilities.

1. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof and will deposit with the City Clerk annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million (\$1,000,000) Dollars combined single limit. The City of Aztec must be named as an additional insured on the policy.
2. The Association agrees to keep the premises in a manner that will conform to all environmental and health regulations, including concession stand and restrooms at their own expense. The Association shall do such spraying, cleaning or other acts as required to keep the premises free of flies, rodents, trash, noxious odors and conditions. This includes clean up of all litter and debris in and around the designated areas after field usage.
3. All concessions sold shall have the approval and proper permits from the New Mexico Environment Department and an Aztec Business License, a copy of both shall be provided to the City annually before season begins.
4. Provide to the Parks and Recreation Director:
 - 1) Prior to the start of the season a list of all officers, home and work telephone numbers, and mailing addresses;
 - 2) A copy of all practice schedules;
 - 3) Notice of first field usage date and acquire a Master Permit and Team Practice Permits prior to using any facilities; and
 - 4) Provide a game schedule prior to the start of the league games.
5. Provide the City an amount designated by the City to cover costs of labor and materials for all field maintenance and field striping for regular season and tournament play. Such fees are established in the Chapter 16 fee Schedule of the City Code book.

6. Keep all restroom facilities unlocked during league games.
7. Maintain all facilities during the league season including, but not limited to the following:
 - 1) Bases, including replacement in the event of damage.
 - 2) Bleachers
 - 3) Fencing
 - 4) Scoreboard
8. Infectious Disease and COVID-19 Responsibilities
 - 1) All participants will abide by the Public Health Emergency Order(s) issued by the New Mexico Department of Health, until the pandemic restrictions have been lifted.
 - 2) All participants will follow all COVID-19 prevention, monitoring, and reporting guidelines.
 - 3) The Association shall provide a detailed outline of a COVID Action Plan for individual players and teams testing, monitoring and reporting. The plan shall include standard operating procedures for concession, dugouts, and restroom sanitation during events. This plan must be submitted and discussed with the Park's Director before any field use permits are issued.

SECTION 2: City Responsibilities.

1. Provide to the Association the use of the facilities during the hours scheduled for use as provide to the Parks and Recreation Director in Section 1.5. The City shall make these facilities available to others when it does not infringe upon the use by Association. Such users will be liable for any damages they cause. In the event of schedule conflicts, the City has the exclusive right in resolving schedule conflicts and use.
2. Restrict or limit usage of a field if inclement weather, over-usage or damage is hindering proper growth and maintenance of the field.
3. Ensure all irrigation is working properly.
4. Maintain the following:
 - 1) Grass areas by watering and mowing as necessary;
 - 2) Lighting facilities;
 - 3) Cleaning of bathrooms;
 - 4) Cover the cost of electric, water, and waste water utilities.

SECTION 3: Term of Agreement.

1. The agreement is for five (5) years to become effective February 23, 2021 and shall expire on February 23, 2026. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

City of Aztec
201 W. Chaco St
Aztec, NM 87410

Aztec Baseball Association
P.O. Box 1388
Aztec, NM 87410

SECTION 4: Inspections and Reviews.

- 1) Before commencement of the season of each year, a representative of the Association shall accompany a representative of the City of Aztec Parks Department to inventory and document the conditions of the facilities of designated areas of use.
- 2) At the conclusion of the season of each year, a representative of the Association shall accompany a representative of the City of Aztec Parks Department to inspect the facilities and designated areas and to make arrangements for areas to be turned back to the City. The Association will clean the concession stand, if applicable, and remove all the trash and weeds.

SECTION 5: Maintenance of Facilities in Off Season.

1. After the conclusion of the season of each year, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume complete maintenance of the designated areas. All cleaning or maintenance after this date of each year shall become the responsibility of the City.

SECTION 6: Facility Improvements or Repairs.

1. The Association shall make no alteration, addition or improvement to the premises without prior written consent of the City of Aztec.
2. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit work orders and requests in paper copy. One copy to the Parks and Recreation Director, one copy to the City Clerk and one copy to stay with the Association. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape or grounds before work may proceed.

3. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

SECTION 7: Incurred Expenses.

1. The Association shall pay for upkeep expenses used upon the facilities and/or premises. In addition, the Association further agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.

1. The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

SECTION 9: Termination of Agreement.

1. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provide said breach has not been corrected within ten (10) days of receiving notice of said breach.

SECTION 10: Severability.

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.
3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.

SECTION 11: Fees

1. Refer to Chapter 16 Fee Schedule (Section 16-14) of the City of Aztec Municipal Code for field preparation charges and player registration fees. **All**

applicable fees will be paid to the City within 90 days of the close of the current season.

- 2. The Association will pay a flat fee of \$500.00 per year if the concession stand facilities located at the Hartman Park Baseball complex are occupied for retail sales. All applicable fees will be paid to the City within 90 days of the close of the current season.**

City of Aztec

Aztec Baseball Association

Mayor

President

ATTESTED

City Clerk

Content Review

City Attorney

Staff Summary Report

MEETING DATE: FEBRUARY 23, 2021
AGENDA ITEM: V. CONSENT AGENDA (E)
AGENDA TITLE: 2021-2026 Fast Pitch Association Agreement

ACTION REQUESTED BY: Jeff Blackburn
ACTION REQUESTED: 2021-2026 Fast Pitch Association Agreement
SUMMARY BY: Jeff Blackburn

PROJECT DESCRIPTION / FACTS

- Will be in place for a five year term, expiring February 23, 2026
- Staff will review this agreement annually
- This is a standard agreement between the City and the association
- Addition of Infectious Disease/COVID guidelines and requirements

PROCUREMENT

n/a

FISCAL IMPACTS

Refer to Chapter 16 Fee Schedule (Section 16-14) of the City of Aztec Municipal Code for field preparation charges and player registration fees.

The Association will pay a flat fee of \$500.00 per year if the concession stand facilities located at the Hartman Park Baseball complex are occupied for retail sales.

All applicable fees will be paid to the City within 90 days of the close of the current season.

SUPPORT DOCUMENTS: Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve 2021-2026 Fast Pitch Association Agreement

AGREEMENT

FOUR CORNERS FAST PITCH ASSOCIATION

THIS AGREEMENT, made and entered into this February 23, 2021 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and Four Corners Fast Pitch Assoc., a Non-profit Organization, party of the second part, hereinafter referred to as the ASSOCIATION.

SECTION 1: Association Responsibilities.

1. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof and will deposit with the Park's Director annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million (\$1,000,000) Dollars combined single limit. The City of Aztec must be named as an additional insured on the policy.
2. The Association agrees to keep the premises in a manner that will conform to all environmental and health regulations, including concession stand and restrooms at their own expense. The Association shall do such spraying, cleaning or other acts as required to keep the premises free of flies, rodents, trash, noxious odors and conditions. This includes clean up of all litter and debris in and around the designated areas after field usage.
3. All concessions sold shall have the approval and proper permits from the New Mexico Environment Department and an Aztec Business License, a copy of both shall be provided to the City annually before the season begins.
4. Provide to the Parks and Recreation Director:
 - 1) Prior to the start of the season a list of all officers, home and work telephone numbers, and mailing addresses;
 - 2) A copy of all practice schedules;
 - 3) Notice of first field usage date and acquire a Master Permit and Team Practice Permits prior to using any facilities; and
 - 4) Provide a game schedule prior to the start of the league games.
5. Provide the City an amount designated by the City to cover costs of labor and materials for all field maintenance and field striping for regular season and tournament play. Such fees are established in the Chapter 16 fee Schedule of the City Code book.

6. Keep all restroom facilities unlocked during league games.
7. Maintain all facilities during the league season including, but not limited to the following:
 - 1) Bases, including replacement in the event of damage.
 - 2) Bleachers
 - 3) Fencing
 - 4) Scoreboard
8. Infectious Disease and COVID-19 Responsibilities
 - 1) All participants will abide by the Public Health Emergency Order(s) issued by the New Mexico Department of Health, until the pandemic restrictions have been lifted.
 - 2) All participants will follow all COVID-19 prevention, monitoring, and reporting guidelines.
 - 3) The Association shall provide a detailed outline of a COVID Action Plan for individual players and teams testing, monitoring and reporting. The plan shall include standard operating procedures for concession, dugouts, and restroom sanitation during events. This plan must be submitted and discussed with the Park's Director before any field use permits are issued.

SECTION 2: City Responsibilities.

1. Provide to the Association the use of the facilities during the hours scheduled for use as provide to the Parks and Recreation Director in Section 1.4. The City shall make these facilities available to others when it does not infringe upon the use by Association. Such users will be liable for any damages they cause. In the event of schedule conflicts, the City has the exclusive right in resolving schedule conflicts and use.
2. Restrict or limit usage of a field if inclement weather, over-usage or damage is hindering proper growth and maintenance of the field.
3. Ensure all irrigation is working properly.
4. Maintain the following:
 - 1) Grass areas by watering and mowing as necessary;
 - 2) Lighting facilities;
 - 3) Cleaning of bathrooms;
 - 4) Cover the cost of electric, water, and waste water utilities.

SECTION 3: Term of Agreement.

1. The agreement is for five (5) years to become effective February 23, 2021 and shall expire on February 23, 2026. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

City of Aztec
201 W. Chaco St
Aztec, NM 87410

Four Corners Fast Pitch Association
P.O. Box 3024
Aztec, NM 87410

SECTION 4: Inspections and Reviews.

- 1) Before commencement of the season of each year, a representative of the Association shall accompany a representative of the City of Aztec Parks Department to inventory and document the conditions of the facilities of designated areas of use.
- 2) At the conclusion of the season of each year, a representative of the Association shall accompany a representative of the City of Aztec Parks Department to inspect the facilities and designated areas and to make arrangements for areas to be turned back to the City. The Association will clean the concession stand, if applicable, and remove all the trash and weeds.

SECTION 5: Maintenance of Facilities in Off Season.

1. After the conclusion of the season of each year, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume complete maintenance of the designated areas. All cleaning or maintenance after this date of each year shall become the responsibility of the City.

SECTION 6: Facility Improvements or Repairs.

1. The Association shall make no alteration, addition or improvement to the premises without prior written consent of the City of Aztec.
2. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit work orders and requests in paper copy. One copy to the Parks and Recreation Director, one copy to the City Clerk and one copy to stay with the Association. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape or grounds before work may proceed.

3. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

SECTION 7: Incurred Expenses.

1. The Association shall pay for upkeep expenses used upon the facilities and/or premises. In addition, the Association further agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.

1. The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

SECTION 9: Termination of Agreement.

1. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provide said breach has not been corrected within ten (10) days of receiving notice of said breach.

SECTION 10: Severability.

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.
3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.

SECTION 11: Fees

1. Refer to Chapter 16 Fee Schedule (Section 16-14) of the City of Aztec Municipal Code for field preparation charges and player registration fees. **All applicable fees will be paid to the City within 90 days of the close of the current season.**

2. The Association will pay a flat fee of \$500.00 per year if the concession stand facilities located at the Hartman Park Baseball complex are occupied for retail sales. **All applicable fees will be paid to the City within 90 days of the close of the current season.**

City of Aztec

Four Corners Fast Pitch Association

Mayor

Representative

ATTESTED

City Clerk

Content Review

City Attorney

Staff Summary Report

MEETING DATE:	February 23, 2021
AGENDA ITEM:	V. CONSENT AGENDA (F)
AGENDA TITLE:	RFP 2020-728 Contract Award to SEH for the NM173 Waterline Design, Bid and Construction Services

ACTION REQUESTED BY:	City Management Team
ACTION REQUESTED:	Approval
SUMMARY BY:	Steve Morse

PROJECT DESCRIPTION / FACTS

Acronyms:

NMDOT – New Mexico Department of Transportation
The City – The City of Aztec, NM

Background:

- The NMDOT has completed the design of roadway improvements on NM 173 from approximately Mile Post 2.0 to Mile Post 3.5. The construction of these road improvements has a high potential to impact the City water main which runs along this route to our Lower East and Upper East Water Storage Tanks. In addition, this pipeline consists of 6- and 8-inch diameter pipe which is old and does not meet our current standards. It is vulnerable to damage during construction. The City proposes to move approximately 8,100 feet of this water main out of the construction area (but within the NMDOT right-of-way) and replace the pipe with 8-inch diameter C900 PVC Pipe in accordance with our current standard.
- The City of Aztec has recently completed the construction of a new East Aztec Water Pump Station to pump water from the Lower East Storage Tank to the Upper East Storage Tank. The new pumps are running at their lowest capacity due to the potential for leaks in the existing 6-inch PVC main between these two tanks. This pipe is old, undersized, and does not meet our current pipe standard. The City would like to relocate the remainder of this pipeline (approximately 6,900 feet) outside the area of potential future road improvement, and replace it with 8-inch diameter C900 PVC pipe.
- Lastly, there is approximately 6,600 feet of 8-inch diameter PVC pipe to the west of the proposed roadway work which is old and non-standard. The City would like to relocate this pipeline outside the area of potential future road improvement, and replace it with 8-inch diameter C900 PVC pipe.
- This project consists of the design of the relocation and replacement of the waterline in all three segments described above in three separate construction packages.
- Legislative funding appropriated to the City in 2019 will allow the City to move forward with the design for all three segments and construction of at least the segment where NMDOT propose road improvement construction in 2022.

PROCUREMENT

- Qualification based proposals in response to the City's Request for Proposal (RFP) 2020-728 were received on January 9, 2020. Due to COVID 19, review of the proposals was delayed, but was completed in January 2021. Proposals were evaluated and SEH was the selected design firm. The scope of services included in RFP 2020-728 includes initial field evaluations and data collection, preliminary design, agency coordination, final construction documents and bid documents, bidding phase and construction services for all three construction packages. The cost breakdown is as follows:

○ Task 1 – Data Collection and Preliminary Evaluation	\$ 77,103.00
○ Task 2 – Design (3 construction packages)	\$ 38,125.00
○ Task 3 – Bid Services (roadwork/post roadwork)	\$ 7,355.00
○ Task 4 – Construction Services (roadwork/post roadwork)	\$ 23,640.00
○ Easement Alternative (if necessary)	\$ 5,500.00
○ Contingency (~5% of total of above items)	\$ 7,586.00
○ Estimated GRT	<u>\$ 9,115.00</u>
Total	\$168,424.00

FISCAL IMPACTS

- The NM 173 Waterline project has been included in the FY21 Annual Budget in the Capital Projects Fund.

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of the contract for the NM 173 Waterline Design, Bid and Construction Services Proposal and Costs to SEH and authorize the City Manager to negotiate and execute the contract on behalf of City.

Staff Summary Report

MEETING DATE: February 23, 2021
AGENDA ITEM: VIII. Business Item (A)
AGENDA TITLE: Final Adoption of Ordinance 2021-514 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates

ACTION REQUESTED BY: Staff
ACTION REQUESTED: Approve Final Adoption of Ordinance 2021-514, Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates
SUMMARY BY: Staff

PROJECT DESCRIPTION / FACTS

- RFP 2019-672 Municipal Solid Waste Services was awarded to Waste Management of New Mexico (WMNM) during the regular commission meeting of January 22, 2019.
- The contract began on March 1, 2019 and terminates on the last day of February, 2023. This term shall be automatically extended for one – four year term from March 1, 2023 to the last day of February, 2027, unless either party notifies the other in writing one hundred twenty (120) days prior to the last day of February, 2023 that it desires to terminate the contract.
- The contract provides WMNM to request annual rate adjustments based on the Consumer Price Index for all Urban Customers: Garbage and Trash Collection Services for the 12 month periods ending November 30 (CPI). WMNM may also request rate adjustments for circumstances impacting the cost of their operations of which they have no reasonable control. The contract requires a rate change request be submitted to the City a minimum of 60 days prior to effective date.
- WMNM submitted a letter to the City on December 17, 2020, to request rate adjustments for residential and commercial trash service and residential recycling services provided to the City. Which is a combination of the CPI and San Juan County landfill disposal costs, with an effective date of March 1, 2021. This is an increase in the costs which would be billed directly to the City; any rate change to utility customers is at the discretion of the City Commission. This request meets the 60 day requirement to submit before the effective date. (See Supporting Documents)
- The Consumer Price Index for all Urban Customers: Garbage and Trash Collection Services for the 12 month periods ending November 30 2020, has an increase of 3.1% to trash and recycling services. (See Supporting Documents)
- San Juan County landfill disposal has an increase of \$0.11 per residential trash cart with increases to commercial based on size of container. (See Supporting Documents)
- An additional administration fee of 2.43% is assessed to the Waste Management requested rates for utility operation costs (postage and bad debt expense) and utility

administration provided by the Utility Administration and Finance Department. Postage, utility account write off, administration of solid waste utility is pro-rated to the Solid Waste Fund. Annual cost is approximately \$18,500.

- The fiscal impact to the City is limited to the administrative fee if 2.43% to offset the bad debt, postage and administration. Waste Management invoices the City for residential and commercial services, which is passed on to the customer, based on the rate schedule.
- Upon final adoption, residential rates for trash service will have an increase of \$0.60 per residential cart. The current rate is \$15.67, the new rate would be \$16.27. This includes WMNM request for a rate increase and the 2.43% administration fee.
- Residential services included with the monthly fee will continue to include:
 - Six (6) times a year, no additional charge to access to SJC landfill.
 - Two (2) times a year, bulky item pickup at customer's residence,
 - Twelve (12) times a year for hazardous waste pickup "At Your Door"
 - Two (2) annual Community clean-up events for debris (April & October)
 - Two (2) annual Community yard waste events (May and November).
- Commercial services will have rate increases, which are based on the WMNM request to increase rates and the 2.43% administrative fee. The increase is based on the size of the commercial container and number of pickup service per week.
- WMNM provided a cost and option to offer curbside recycling pickup service to residential customers to be picked up every other week from the current once a month service. (See Exhibit A of Supporting Documents).
- On January 26, 2021, City Commission approved the option to change residential recycling to be every other week from the once a month service, with the approval of the Intent to Adopt Ordinance 2021-514.
- The final ordinance reflects the change to move from once a month recycle pickup to every other week pickup service.
- The current rate for residential curbside recycling for once a month pickup is \$7.10. Upon final adoption, the residential recycling service would increase \$1.08 per month, from \$7.10 to \$8.18 for every other week pickup service.
- The City of Aztec began curbside recycling September 1, 2019 with 364 customers participating, at the end of December 2020 there were 880.
- The ordinance effective date will be March 5, 2021 for solid waste customers and will be assessed on the March 2021 customer billing.
- If approved, every other week recycle service will begin April 2, 2021. This will allow for time to notify customers via mailers in the utility bill, notices on carts, social media sites and the City's website. Waste Management will coordinate with the Utility Administration Office regarding information that will be given to customers in addition to recycling, the items listed above that are included with the trash service will be given to customers.

- At the time of this staff summary, the day for recycle pick up will remain on Fridays. Currently, the entire city recycling is picked up on one Friday per month. A recycle truck can dispose recyclables for about 800 carts/customers. If recycling every other week is approved, WM will have two recycling groups/routes and will pick up a group/route of approximately 400 customers every other Friday and the other group/route every other Friday opposite of the first group. This will allow for future growth as more people choose to recycle.

SUPPORT DOCUMENTS: Ordinance 2021-514
Waste Management of New Mexico Letter to Request Annual
CPI adjustment dated, December 17, 2020

STAFF'S RECOMMENDED MOTION: Move to Approve Final Adoption of Ordinance
2021-514 Amending Chapter 16, Division 3, Section 16-211 Solid Waste and Recycling Rates.

**City of Aztec
Ordinance 2021-514
Amending Chapter 16, Section 16-211 Solid Waste and Recycle Rates**

WHEREAS, RFP 2019-672, Municipal Solid Waste Services, was approved by City Commission and was awarded to Waste Management of New Mexico in January 2019;

WHEREAS, pursuant to Section 42 of the agreement between Waste Management of New Mexico and City of Aztec, a request for rate adjustments has been submitted timely; and

WHEREAS, this amendment will continue solid waste services to commercial and residential customers. Residential services include access to the San Juan County landfill six times per year, two bulky item pickup per year, and At Your Door service twelve times a year for hazardous waste disposal.

WHEREAS, Residential recycling will change from once a month pickup to every other week pickup.

WHEREAS, Rates will be effective with the March 2021 billing.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2021-514 Amending Chapter 16, Section 16-211 Solid Waste and Recycle Rates be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED THIS 23rd day of February 2021.
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: _____

DIVISION 4. SOLID WASTE AND RECYCLE FEES

Sec. 16-211. Solid Waste Rates.

1. Residential Trash Service.

Rates include Service provider cost including:

- Community Wide Clean Up 2 x year;
- Bulky Item Pickup 2 x year;
- Green waste pickup 2 x year;
- Access to San Juan County Landfill 6 x year;
- At Your Door Hazard Waste Disposal; and
- Utility administrative fee.

(1) All single family residents, duplexes, and apartments. Each unit – Cart (1 x Week)	\$ 15.67	\$16.27
(2) Extra Cart (1 x Week)	\$ 5.76	\$6.05
(3) Extra Pickup	\$ 27.71	\$28.68
(4) Additional Bulky Item Pickup (per service)	\$ 31.23	\$32.64
(5) Replacement of Lost, Stolen or Missing Cart (per container)	\$ 77.85	\$80.26

(Ord. 2020-500, eff. 2020-Apr-09; Ord. 2019-489, eff. 2019-Mar-20; Ord. 2018-476, eff. 2018-Jul-18)

2. Multi-Unit Residential Trash Service.

Rates include Service provider cost including:

- Community Wide Clean Up 2 x year;
- Bulky Item Pickup 2 x year;
- Green waste pickup 2 x year;
- Access to San Juan County Landfill 6 x year;
- At Your Door Hazard Waste Disposal; and
- Utility administrative fee.

(1) All single family residents, duplexes, and apartments. Each unit – Cart (1 x Week)	\$ 15.67	\$16.27
(2) Extra Cart	\$ 5.76	\$6.05
(3) Extra Pickup	\$ 27.71	\$28.68
(4) Additional Bulky Item Pickup (per service)	\$ 31.23	\$32.64
(5) Replacement of Lost, Stolen or Missing cart (per container)	\$ 77.85	\$80.26

(Ord. 2020-500, eff. 2020-Apr-09; Ord. 2019-489, eff. 2019-Mar-20; Ord. 2018-476, eff. 2018-Jul-18)

3. Commercial Trash Service.

Rates include Service provider cost and utility administration fee.

Size	Frequency						Extra Pickup
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	
1 Cart	\$ 20.09 \$ 20.86	\$ 40.19 \$ 41.72	N/A	N/A	N/A	N/A	\$ 37.04 \$ 38.33
Extra Cart	\$ 20.09 \$ 20.86	\$ 40.19 \$ 41.72	N/A	N/A	N/A	N/A	\$ 37.04 \$ 38.33
1.5 Yard	\$ 32.30 \$ 33.53	\$ 64.58 \$ 67.00	\$ 96.87 \$ 100.51	\$ 129.15 \$ 134.01	\$ 161.45 \$ 167.53	\$ 193.73 \$ 201.01	\$ 59.55 \$ 61.61
2 Yard	\$ 38.10 \$ 39.56	\$ 76.19 \$ 79.13	\$ 114.29 \$ 118.69	\$ 152.38 \$ 158.25	\$ 190.23 \$ 197.56	\$ 228.58 \$ 237.38	\$ 70.22 \$ 72.68
3 Yard	\$ 57.15 \$ 59.35	\$ 114.30 \$ 118.70	\$ 171.45 \$ 178.05	\$ 228.60 \$ 237.40	\$ 285.75 \$ 296.74	\$ 342.90 \$ 356.09	\$ 105.33 \$ 109.02
4 Yard	\$ 76.19 \$ 79.13	\$ 152.38 \$ 158.25	\$ 228.58 \$ 237.37	\$ 304.77 \$ 316.49	\$ 380.97 \$ 395.63	\$ 457.15 \$ 474.74	\$ 140.43 \$ 145.35
6 Yard	\$ 114.29 \$ 118.69	\$ 228.58 \$ 237.38	\$ 342.87 \$ 356.06	\$ 457.15 \$ 474.74	\$ 571.44 \$ 593.42	\$ 685.73 \$ 712.11	\$ 210.65 \$ 218.03
8 Yard	\$ 152.38 \$ 158.25	\$ 304.77 \$ 316.49	\$ 457.15 \$ 474.74	\$ 609.54 \$ 632.99	\$ 761.92 \$ 791.23	\$ 914.34 \$ 949.48	\$ 280.87 \$ 290.71

(Ord. 2020-500, eff. 2020-Apr-09; Ord. 2019-489, eff. 2019-Mar-20; Ord. 2018-476, eff. 2018-Jul-18)

4. City Facilities Trash Service.

Rates include Service provider cost and utility administration fee.

Size	Frequency					
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
1 Cart	\$ 20.09 \$ 20.86	\$ 40.19 \$ 41.72	N/A	N/A	N/A	N/A
Extra Cart	\$ 20.09 \$ 20.86	\$ 40.19 \$ 41.72	N/A	N/A	N/A	N/A
1.5 Yard	\$ 32.30 \$ 33.53	\$ 64.58 \$ 67.00	\$ 96.87 \$ 100.51	\$ 129.15 \$ 134.01	\$ 161.45 \$ 167.53	\$ 193.73 \$ 201.01
2 Yard	\$ 38.10 \$ 39.56	\$ 76.19 \$ 79.13	\$ 114.29 \$ 118.69	\$ 152.38 \$ 158.25	\$ 190.23 \$ 197.56	\$ 228.58 \$ 237.38
3 Yard	\$ 57.15 \$ 59.34	\$ 114.30 \$ 118.70	\$ 171.45 \$ 178.05	\$ 228.60 \$ 237.40	\$ 285.75 \$ 296.74	\$ 342.90 \$ 356.09
4 Yard	\$ 76.19 \$ 79.13	\$ 152.38 \$ 158.25	\$ 228.58 \$ 237.37	\$ 304.77 \$ 316.49	\$ 380.97 \$ 395.63	\$ 457.15 \$ 474.74
6 Yard	\$ 114.29 \$ 118.69	\$ 228.58 \$ 237.38	\$ 342.87 \$ 356.06	\$ 457.15 \$ 474.74	\$ 571.44 \$ 593.42	\$ 685.73 \$ 712.11
8 Yard	\$ 152.38 \$ 158.25	\$ 304.77 \$ 316.49	\$ 457.15 \$ 474.74	\$ 609.54 \$ 632.99	\$ 761.92 \$ 791.23	\$ 914.34 \$ 949.48
Roll-Off	Delivery	Exchange				
30 Yard	\$ 119.37 \$ 123.07	\$ 150.51 \$ 155.18	Plus disposal			

40 Yard	\$ 119.37 \$ 123.07	\$ 150.51 \$ 155.18	Plus disposal
Treated Sludge Removal (Empty and Return Fee)			
20 Yard	\$ 233.55 \$ 240.79	plus disposal	
Single Stream Recycle Container			
30 Yard	\$ 150.51 plus disposal		

(Ord. 2020-500, eff. 2020-Apr-09; Ord. 2019-489, eff. 2019-Mar-20; Ord. 2018-476, eff. 2018-Jul-18; Ord. 2017-455, eff. 2017-Apr-05; Ord. 2008-359, eff. 2008-Oct-17)

5. Residential Curb Side Recycling Service.

Rates include Service provider cost and utility administration fee.

(1) All single family residents, duplexes, and apartments. Each unit – Cart (Monthly)	\$ 7.10	\$ 8.18
(2) Extra Cart (Monthly)	\$ 7.10	\$ 8.18
(3) Extra Pickup	\$ 14.68	\$ 15.13

(Ord. 2020-500, eff. 2020-Apr-09; Ord. 2019-489, eff. 2019-Sept-01)

6. CPI Adjustment.

The solid waste and recycle rates will be reviewed and adjusted annually to reflect increases in the Consumer Price Index for All Urban Consumers; Garbage and Trash collection services (CUUR0000SEHG02), as, published by the United States Department of Labor, for the 12 month period ending November 30.

(Ord. 2020-500, eff. 2020-Apr-09; Ord. 2019-489, eff. 2019-Mar-20)

Secs. 16-212 to 16-250. Reserved.