



Mayor Javier Perea

Julia T. Brown Esq.
City Manager

SUNLAND PARK CITY COUNCIL

NOTICE OF MEETING

Special Meeting Agenda

June 26, 2018 - 6:00 PM

City Hall, City Council Chambers
1000 McNutt Rd.

Councilor Jessica Avila, District 1
Councilor Daisy G. Lira, District 2
Councilor Bertha A. Salmon, District 3
Councilor Carolina Renteria, District 4
Councilor Olga Nunez, District 5
Councilor Donald McBride, District 6

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST

At the opening of each council meeting, the mayor shall ask if any member of the city council, city manager, or any member of the city staff has any known conflict of interest with any item on the agenda.

APPROVAL OF AGENDA

CONSENT AGENDA

1. **Approve Minutes of the 6/19/18 Meeting of the Sunland Park City Council.** *(Daniel Carranco, City Clerk)*

NEW BUSINESS/RESOLUTIONS

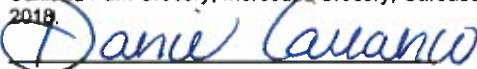
2. **A resolution approving the City of Sunland Park's participation in Local Government Road Fund Program administered by New Mexico Department of Transportation.** *(Hector Rangel, Public Works Director)*
3. **Approval of a resolution to increase Sunland Park Motor Vehicle Department Fees.** *(Octavio Almaraz, MVD Director)*

CITY MANAGER REPORT

ADJOURNMENT

PLEASE NOTE: If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Office of the City Clerk at (575) 589-7565 at least one week prior to the meeting.

POSTED: City Clerk's Office, Motor Vehicle Division, Public Health Office, Sunland Park Post Office, Sunland Park Library, Santa Teresa Post Office, Sunland Park Grocery, Mercedes Grocery, Carousel Convenience Store and Tierra Madre. Filed in the office of the City Clerk on the 21st day of June 2018.


Daniel Carranco City Clerk

AGENDA ITEM NO. 1

CITY OF SUNLAND PARK

CITY COUNCIL

(FOR INFORMATION ONLY)

Meeting Date: 6/26/2018

Submitted By: Daniel Carranco
City Clerk

Subject: Approve Minutes of the 6/19/18 Sunland Park City Special Council Meeting.

Fiscal Impact:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background:

Recommendation: Approve.



Mayor Javier Perea

Julia T. Brown Esq.
City Manager

SUNLAND PARK CITY COUNCIL

Regular Meeting Minutes
June 19, 2018 - 6:00 PM
City Hall, City Council Chambers
1000 McNutt Rd.

Councilor Jessica Avila, District 1
Councilor Daisy G. Lira, District 2
Councilor Bertha A. Salmon, District 3
Councilor Carolina Renteria, District 4
Councilor Olga Nunez, District 5
Councilor Donald McBride, District 6

CALL TO ORDER & ROLL CALL

Mayor Javier Perea called the meeting to order at 6:01 PM.

Present: Councilor Daisy G. Lira, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez, Councilor Jessica Avila

Absent:, Councilor Bertha Salmon

Also present: Peter Ibarbo Public, Information Officer, Javier Guerra, Police Chief, Hector Rangel, Public Works Director and Daniel Carranco, City Clerk.

PLEDGE OF ALLEGIANCE

Councilor Daisy G. Lira

CONFLICT OF INTEREST

None

APPROVAL OF AGENDA

Councilor Donald McBride **moved** to approve the agenda. **Seconded** by Councilor Olga Nuñez.

All those in favor said "aye." Motion passed unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Daisy G. Lira, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez

NAY:

ABSENT: Councilor Bertha Salmon

PUBLIC COMMENT

Maria Burciaga and Lorenzo Villescás, residents of Anapra requested an update on the 2040 Comprehensive Plan.

Ivonne Guereque, resident of Anapra requested City maintenance of Mender Park. Ms. Guereque provided Council photos of items in park that require attention.

REMARKS AND INQUIRIES BY THE CITY COUNCIL

PRESENTATION

- 1. Recognition of outgoing Summer Youth Participants.** (*Gloria Irigoyen, Human Resource Director*)
Maribel Gutierrez, HR Assistant, presented certificates to the outgoing Summer Youth Participants.

CONSENT AGENDA

2. **Approve Minutes of the 5/22/18 Special Meeting of the Sunland Park City Council.** *(Daniel Carranco, City Clerk)*
3. **Approve Minutes of the 5/24/18 Special Meeting of the Sunland Park City Council.** *(Daniel Carranco, City Clerk)*
4. **Approve Minutes of the 6/5/18 Regular Meeting of the Sunland Park City Council.** *(Daniel Carranco, City Clerk)*
5. **Acceptance of Sunland Park Municipal Court Monthly State Fees Report.** *(Maria Rubio, Court Administrator)*
6. **Acceptance of the Sunland Park Housing Authority Financial Status Report Ending May 2018.** *(Concepcion Medina, Housing Authority Director)*
7. **Acceptance of the FY2019 Clean & Beautiful Grant from the NM Tourism Department in the amount of \$26,007.00.** *(Louise Marquez, Community & Economic Development Acting Director)*
8. **A Resolution approving a Budget Adjustment to FY2018-2019 Budget related to Clean & Beautiful Grant.** *(Louise Marquez, Community & Economic Development Acting Director)*
9. **Approval of a Resolution to deed two tracts of land back to American Eagle Brick Company from the City of Sunland Park.** *(Louise Marquez, Community & Economic Development Acting Director)* **REMOVED**

Mayor Javier Perea requested Item 9 be removed from Consent Agenda and opened for discussion.

Councilor Donald McBride **moved** to approve the consent agenda as amended. **Seconded** by Councilor Councilor Jessica Avila.

A roll call vote was made. Motion passed unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Daisy G. Lira, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez

NAY:

ABSENT: Councilor Bertha Salmon

ITEMS REMOVED FROM CONSENT AGENDA

9. **Approval of a Resolution to deed two tracts of land back to American Eagle Brick Company from the City of Sunland Park.** *(Louise Marquez, Community & Economic Development Acting Director)*

Councilor Donald McBride **moved** to approve Item 9. **Seconded** by Councilor Carolina Renteria

A roll call vote was made. Motion passed unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Daisy G. Lira, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez

NAY:

ABSENT: Councilor Bertha Salmon

PUBLIC HEARING

10. **A Resolution approving a Liquor License Transfer for Applicant: MyWay Holdings, LLC dba Sunland Park Racetrack & Casino, located at 1200 Futurity Drive, Sunland Park, NM 88063.**
(Louise Marquez, Community & Economic Development Acting Director)

Councilor Jessica Avila **moved** to approve Item 10. **Seconded** by Councilor Donald McBride.

A roll call vote was made. Motion passed unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Daisy G. Lira, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez

NAY:

ABSENT: Councilor Bertha Salmon

NEW BUSINESS/RESOLUTIONS

11. **Approval to award Construction Contract: NM 498 Racetrack Drive sidewalk improvements-CN E100190 to MANS Construction.** *(Hector Rangel, Public Works Director)*

Councilor Donald McBride **moved** to approve Item 11. **Seconded** by Councilor Carolina Renteria.

A roll call vote was made. Motion passed unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Daisy G. Lira, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez

NAY:

ABSENT: Councilor Bertha Salmon

12. **A Resolution to approve a Budget Adjustment to Fiscal Year 2018-2019 Budget Related to Racetrack Drive Side Walk Improvements-CN E100190.** *(Hector Rangel, Public Works Director)*

Councilor Donald McBride **moved** to approve Item 12. **Seconded** by Councilor Daisy Lira.

Councilor Daisy Lira **moved** to amend Item 10: to take 35K in budget adjustment out of Cash Reserves instead of Public Works. **Seconded** by Councilor Olga Nuñez.

Amendment

All those in favor said "aye." Motion passed unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Daisy G. Lira, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez

NAY:

ABSENT: Councilor Bertha Salmon

Main Motion

A roll call vote was made. Motion passed unanimously.

Vote: Motion (**summary:** Yes 5, No 0, Abstained 0)

AYE: Councilor Daisy G. Lira, Councilor Jessica Avila, Councilor Carolina Renteria, Councilor Donald McBride, Councilor Olga Nuñez

NAY:

ABSENT: Councilor Bertha Salmon

MAYOR'S REPORT

ADJOURNMENT

Mayor Javier Perea adjourned the meeting without objection at 7:16PM.

ATTEST

Daniel Carranco, City Clerk

Mayor Javier Perea

AGENDA ITEM NO. 2

CITY OF SUNLAND PARK

CITY COUNCIL

(FOR INFORMATION ONLY)

Meeting Date: 06/26/18

Submitted By: Hector Rangel
Public Works
Director

Subject: A resolution approving the participation of City in a Local Government Road Fund Program Administered by New Mexico Department of Transportation.

Fiscal Impact: N/A:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The scope of work shows "plan, design, and construct roadway and drainage improvements-Crawford Drive-from Country Club (NM 184) Road (BOP) to approximately 1100 feet north of Naranjo Road (EOP)."

Recommendation:

Staff recommends approval

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

The City Council is informed that:

WHEREAS, the *City of Sunland Park* and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be **(\$140,097.00)** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **(\$105,073.00)**

and

b. *City of Sunland Park's* proportional matching share shall be 25% or **(\$35,024.00)**

TOTAL PROJECT COST IS **(\$140,097.00)** and;

WHEREAS, the City of Sunland Park shall pay all costs, which exceed the total amount of **(\$140,097.00)**.

Now therefore, be it resolved by the Governing body of the City of Sunland Park:

That, the project for this Cooperative agreement is adopted and has a priority standing.

That, the agreement terminates on **December 31, 2019** and the City of Sunland Park incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

That, the City of Sunland Park to enter into Cooperative Agreement Project Number **(SP-1-19(970))**, Control Number **(HWL100307)** with the New Mexico Department of Transportation for LGRF Project for year **2018 – 2019** to **(Design of City Streets)** within the control of the City of Sunland Park in Sunland Park, New Mexico.

Done and approved this 26th day of June, 2018.

ATTEST

Daniel Carranco, City Clerk

Mayor Javier Perea

Roll Call Vote

Councilor Carolina Renteria

Councilor Jessica Avila

Councilor Daisy Lira

Councilor Olga Nuñez

Councilor Donald McBride

Councilor Bertha Salmon



April 13, 2018

Julia Brown, City Manager
 City of Sunland Park
 1000 McNutt Road, Suite E
 Sunland Park, NM 88063

Dear Ms. Brown:

Our office has been in contact regarding the Local Government Road Fund Program funding for the 2018 / 2019 fiscal year. This letter is to confirm what has been discussed.

The preliminary funding, subject to change, being offered for the City of Sunland Park is as follows:

	Entity Share	State Share	Project Total
Cooperative Agreement	\$35,024.00	\$105,073.00	\$140,097.00

Please forward a written response no later than 4-18-2018 showing acceptance of the offer. If you decide to fax the information to 575-544-7380, a hard copy also needs to be forwarded through the mail.

The scope of work shows "Plan and design roadway and drainage improvements - Crawford Drive - from Naranjo Drive 1100 feet north to EOP."

Please let us know as soon as possible if this scope of work is incorrect.

This information will be presented at the May State Transportation Commission meeting. As soon as we have obtained approval of the funding distribution, you will be notified. Should you have any questions, please contact me at (575) 640-2779 or debraa.hudson@state.nm.us.

Sincerely,


Debbie Hudson
 Local Government Road Fund Coordinator

Susana Martinez
 Governor

Tom Church
 Cabinet Secretary

Commissioners

Ronald Schmeits
 Chairman
 District 4

Butch Mathews
 Vice Chairman
 District 5

Dr. Kenneth White
 Secretary
 District 1

David Sepich
 Commissioner
 District 2

Keith Mortensen
 Commissioner
 District 3

Billy Moore
 Commissioner
 District 6

Contract No. _____
Vendor No. 0000048402
Project No. SP-1-19(970)
Control No. HW2 L100370

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Sunland Park** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Design of City streets**, as described in Project No. **SP-1-19(970)**, Control No. **HW2 L100370**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the Parties.

2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Forty Thousand Ninety Seven Dollars and Zero Cents (\$140,097.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% Design of City streets	\$105,073.00
2. The Public Entity's required proportional matching Share shall be 25% For purpose stated above	\$ 35,024.00
3. Total Project Cost	\$140,097.00

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Forty Thousand Ninety Seven Dollars and Zero Cents (\$140,097.00)**.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 1. Utility Certification,
 2. Drainage and storm drain design,
 3. Geotechnical design,
 4. Pavement design,
 5. Environmental and archaeological clearances Certification,
 6. Right-of-way acquisition Certification,
 7. Hazardous substance/waste site(s) contamination,
 8. Railroad Certification,
 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works

Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

CITY OF SUNLAND PARK

By: [Signature]
Title: City Manager

Date: 6/6/18

Attest: _____
City Clerk or Designee

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation

District _____ LGRF Coordinator

Cooperative Agreement No. _____

Control No. _____

Joint Powers Agreement No. _____

Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

AGENDA ITEM NO. 3

CITY OF SUNLAND PARK

CITY COUNCIL

(FOR INFORMATION ONLY)

Meeting Date: 06/26/18

Submitted By: Octavio Almaraz
MVD Director

Subject: Approval of a resolution to increase Sunland Park Motor Vehicles Department Fees.

Fiscal Impact: N/A:

Amount Budgeted: N/A

Fund: N/A

Amount Available: N/A

Background: The City of Sunland Park NM administers the Motor Vehicle Department (MVD) in cooperation with the State of New Mexico Motor Vehicle Department. Ordinance 2010-6 (see attachment "A") states that the City of Sunland Park NM is entitled to be compensated for administrative costs related to the operation of the Motor Vehicle Department. The costs are related to but not limited to the provision of space, utilities, telephone, communication facilities, administration, fiscal management, personnel, fuel, training and maintenance. Raising the current MVD fees will generate additional revenue for the City to appropriately fund costs and other MVD projects.

Recommendation:

Staff recommends approval

**RESOLUTION NO. 2018-
APPROVAL OF A RESOLUTION TO INCREASE SUNLAND PARK MOTOR
VEHICLE DEPARTMENT FEES**

The City Council is informed that:

WHEREAS, The City of Sunland Park NM administers the Motor Vehicle Department (MVD) in cooperation with the State of New Mexico Motor Vehicle Department and;

WHEREAS, Ordinance 2010-6 (see attachment "A") states that the City of Sunland Park NM is entitled to be compensated for administrative costs related to the operation of the Motor Vehicle Department and;

WHEREAS, said costs to the City are related to but not limited to the provision of space, utilities, telephone, communication facilities, administration, fiscal management, personnel, fuel, training, maintenance and;

WHEREAS, raising the current MVD fees will generate additional revenue for the City to appropriately fund costs and other MVD projects.

NOW, THEREFORE, be it resolved by the governing body of the City of Sunland Park;

THAT, In accordance with City of Sunland Park established practices and procedures the City Council hereby adopts the increased Motor Vehicle Department Fees as shown on attachment "B").

DONE AND APPROVED this 26th day of June 2018.

ATTEST:

Daniel Carranco City Clerk

Javier Perea, Mayor

SEAL

Roll Call:

- Councilor Jessica Avila
- Councilor Olga Nunez
- Councilor Donald McBride
- Councilor Bertha A. Salmon
- Councilor Daisy G. Lira
- Councilor Carolina Renteria

PROJECTED REVENUES

Commercial Transactions

Commercial Driver License				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
1040	\$5/\$10	\$7,800	\$15/\$25	\$20,800
Out of CDL Transfers				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
510	\$5/\$20	\$6,375	\$20/\$25	\$11,475
CDL Medical Scan				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
1040	\$0/\$0	\$0	\$5/\$5	\$5,200
CDL Manual Print Out				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
780	\$0/\$0	\$0	\$10/\$10	\$7,800
Commercial Title Transfer				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
530	\$10/\$20	\$7,950	\$20/\$25	\$11,925
Commercial Registration Renewal				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
1300	\$10/\$20	\$19,500	\$20/\$25	\$29,250

Non Commercial Transaction

New ID				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
5200	\$1/\$10	\$28,600	\$5/\$10	\$39,000
Title Add/Remove Lien				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
1040	\$1/\$10	\$5,720	\$5/\$10	\$7,800

Replacement Plate				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
2080	\$2/\$15	\$17,680	\$5/\$15	\$20,800
Boat Renewal				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
260	\$3/\$10	\$1,690	\$5/\$10	\$1,950
Duplicate Titles				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
234	\$2/\$10	\$1,404	\$5/\$10	\$1,755
Request of Lien				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
360	\$1/\$10	\$1,980	\$10/\$15	\$4,500
Dealer Transaction				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
7500	\$25/\$25	\$187,500	\$30/\$30	\$225,000
Notary Service				
Yearly Transactions	Previous Fees Local/Non Local	2017-2018 Projected Revenue	New Fees Local/Non Local	Projected 2018-2019 Revenue
5200	\$0/\$0	\$0	\$5/\$5	\$26,000

TOTAL **\$286,199** **\$326,805**

Difference **\$40,606**

City of Sunland Park

ORDINANCE NO. 2010-06

AN ORDINANCE AMENDING TITLE 3 OF THE CITY CODE BY ADDING CHAPTER 7 PROVIDING FOR FEES FOR ADMINISTRATIVE SERVICES RELATED TO THE MOTOR VEHICLE DEPARTMENT

Section 1. Purpose: This ordinance hereby amends TITLE 3 of the City Code of the City of Sunland Park and establishes Chapter 7 Motor Vehicle Department Administrative Fees .

Section 2. Chapter 7 Section 3-7-1 is hereby added to read as follows:

The City of Sunland Park Administers the Motor Vehicle Department functions in cooperation with the State of New Mexico Motor Vehicle Department. The City is entitled to be compensated for administrative costs related to the operation of the Motor Vehicle Department. Said costs to the City are related to but not limited to the provision of space, utilities, telephone, communication facilities, administration, fiscal management, personnel, fuel, training, maintenance, etcetera. It is thus necessary and justifiable that customers of the Motor Vehicle Department should bear the cost of the provision of the Motor Vehicle services by payment of a fee per transaction. Said fee shall be set forth by Resolution of the City Council.

Section 3. Effective Date: The effective date of this section shall be 5 days after adoption of this ordinance.

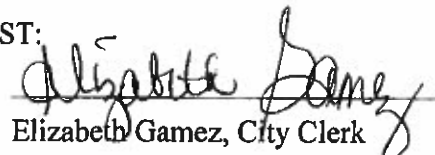
BE IT ORDAINED THAT the provisions of this Ordinance supersedes all previously adopted or Ordinances in conflict.

PASSED, APPROVED AND ADOPTED THIS 16 day of June, 2010.



Martin Resendiz, Mayor

ATTEST:



Elizabeth Gamez, City Clerk

Roll Call Vote:

Councilor Lira, Councilor Rodriguez, Councilor Diaz, Councilor Salinas, Councilor Marquez,
Councilor Avila.