

AGENDA
City of Aztec
COMMISSION WORKSHOP
April 8, 2014
201 W Chaco, City Hall
5:15 pm to 5:45 pm

5:15-6:00

A. Discussion of Garage Sale Signs

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

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410



YARD SALE SIGNS

Every year the Code Compliance Officer throws away numerous illegally placed yard sale signs. The City of Aztec wants you to have a successful yard sale. It's important to understand the City of Aztec and the New Mexico Department of Transportation do not allow signs in the right-of-way. Offsite temporary signs placed on private property require a permit from the Community Development Department and permission from the property owner; this process can take up to ten days. Don't wait until the day before you want to place your signs.

No sign shall be attached to any utility poles, light poles, street signs, or public facility, and signs may not block any sidewalk, street, or median. All of these areas are public property and the Code Compliance officer **will dispose of your sign and could issue a Code Violation.**

There are other ways to get the word out. Several businesses have public bulletin boards where you can post your sale ad. You can place an ad in the local newspaper, as well as the local sale papers.

Need more information call us 334-7697 Code Compliance office.



Signage Checklist

General Information

A Sign Permit is required when adding a new sign, replacing a sign face or altering/moving an existing sign, this does not apply to regular maintenance of an existing sign. All signs within the City limits and City service areas are reviewed for conformance with Section 10-3 of the Land Use and Development Code (LUDC) and adopted Downtown Design Guidelines and Commercial Use Design Guidelines. Where there is conflict, the more restrictive shall apply.

Fees (Non-Refundable)

Sign Application Fee: \$50

Sign Variance Fee: An additional \$50 to go to the Design Review Board (DRB)

New or Amended Master Sign Program (MSP) Fee: \$100

Submittal Requirements

- a. A completed Sign Application
- b. A mockup of the new sign(s) showing colors and materials
- c. A drawing or picture of the property and buildings showing the locations of the new sign(s)
- d. Color samples of the new sign colors
- e. Any additional materials, which, in the opinion of the administrator, are necessary to adequately review the application as determined by the staff

Procedure

1. **Staff Approval:** Signs that Comply with the Design Guidelines, Sign Code, or existing Master Sign Programs (MSP) can be administratively approved by Planning staff.
2. **Sign Variances:** All sign variances shall go before the Design Review Board (DRB) with an additional \$50 fee. The applicant shall also provide a narrative explaining why they are requesting a sign variance.
3. **New and Amended Master Sign Programs (MSP):** All new and amended MSP's shall go before the Design Review Board (DRB) for approval.
4. **Signs on East Third Avenue Historic District or on Landmarked Properties:** All new signs on East Third Avenue or on a landmarked property shall go before the Historic Preservation Board (HPB) for approval.
5. **Sign Appeals:** The applicant may appeal the DRB's decision to the City Council. The appeal must be submitted to the Planning department in writing within five (5) working days of the DRB decision. Notice of the public hearing shall be posted and notice of such

hearing shall be mailed to all owners of land within 300 feet of the subject property (the applicant is responsible for submitting all adjacent property owner info within 300 feet of the subject property to Planning staff). The City Council shall review and take action on the appeal in accordance with the LUDC Section 12-3-5. The City Council may approve, approve with conditions, defer, table, or deny with reason any appeal.

Additional Sign Information:

- **Colors and Materials** - Signs shall be in character with the material, color and architectural detail of the building. Background colors shall be muted earth tones. Bright colors are allowed for lettering and logos. Reflective materials are not allowed in the downtown area.
- **Location** - Signs must meet the zoning setback requirements for that particular zone, and shall not be located in the public right of way.
- **Visibility** - Signs shall not block traffic visibility. If a sign is located at an intersection or driveway, specific rules apply. Refer to the LUDC Sec. 10-1-7.
- **Number of Signs** - A maximum of 4 individual signs which require sign permits are allowed on one parcel of land. Signs less than 6 square feet and exempt signs do not count towards the maximum number of signs but they do count towards the total sign area for a parcel.
- **Sign Area Calculation** - All sign faces shall be included in the sign area except in the downtown. A freestanding sign counts as 1 sign but may have multiple sign faces that shall all count towards sign area. Sign area should be calculated by enclosing all parts of the sign face in the simplest geometric form possible.
- **Master Sign Programs (MSP)** - Multiple businesses with more than 4 signs which require sign permits will need a MSP. A MSP can provide for additional signs and square footage. Refer to the MSP handout and LUDC Sec. 10-3-7 (b).
- **Building Mounted Signs** - Shall not extend above the roofline.
- **Projecting Signs (i.e. Blade Signs)** - Shall maintain 8 ½ feet of clearance over any public right of way.
- **Window Signs** - Shall not cover more than 25% of a window.
- **Indirect (External) Illumination** – External light fixtures that are down casted towards the sign with a shielded light source.
- **Internal Illuminated** – Signs that are illuminated from the inside shall have opaqued backgrounds so only the lettering and logos are illuminated.

Special Signs

- **Banners** - Are not allowed if a parcel of land has already used up their maximum sign area. Banners and other temporary signs may remain in place for 7 days out of every 30 days and shall be a maximum of 32 square feet. Grand opening banners are allowed for 14 days.
- **Banners over Main Avenue** - Require a special permit from the City of Durango General Services Department (970)375-4930.
- **Vehicle Signs** - Signs may be located on vehicles if they are placed on the door or side panel and advertise a single business. They shall not be located on or attached to the vehicle roof.
- **Seasonal Businesses** - Signs for seasonal businesses shall not exceed 6 square feet each.

- **Home Occupation Businesses** –Home Occupation businesses are allowed 1 sign attached to the dwelling that shall not exceed 2 square feet.
- **Portable Signs** – Shall receive approval by the DRB and shall be located on private property.
- **Exempt Signs** - Signs that are exempt from sign permits are found in LUDC Section 10-3-4.
- **Prohibited Signs** – Signs that are prohibited are found in LUDC Sec. 10-3-3.

Downtown Sign Standards				
Location	Downtown Main Avenue	Downtown East Second Avenue	Downtown Camino del Rio	Downtown River Corridor Overlay Zone
Setbacks (from property lines)	- 0 ft (5 ft min if provided) - 10 ft adjacent to residential	- 0 ft (5 ft min if provided) - 10 ft adjacent to residential	- 0 ft (5 ft min if provided) - 10 ft adjacent to residential	- 0 ft from R.O.W. - 7.5 ft interior side/rear - 15 ft from trail or 25 ft from riverbank - 3 ft from public access easement
Allowable Height (measured from ground)	12 ft Monument	12 ft Monument	12 ft Monument	12 ft Monument
# of Signs per Parcel	4	4	4	4
Total Area of Signs per Parcel	2 s.f. per linear ft of street frontage (200 s.f. max)	2 s.f. per linear ft of street frontage (200 s.f. max)	100 s.f.	100 s.f.
Area by Allowed Sign Type* (includes different types of sign levels)	<u>Freestanding</u> 150 s.f. max (3/4 s.f. per street frontage length) <u>Wall/Awning</u> 150 s.f. total for all <u>Projecting</u> 50 s.f. max (1/2 s.f. per linear ft of building façade) <u>Window</u> 25% of window area max	<u>Freestanding</u> 150 s.f. max (3/4 s.f. per street frontage length) <u>Wall/Awning</u> 150 s.f. total for all <u>Projecting</u> 50 s.f. max (1/2 s.f. per linear ft of building façade) <u>Window</u> 25% of window area max	<u>Level 1</u> 70 s.f (Monument, includes all sides) <u>Level 2</u> 20 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max	<u>Level 1</u> 60 s.f (Monument, includes all sides) <u>Level 2</u> 20 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max
Illumination	Indirect Only	Indirect Only	- Indirect - Internal (Opaque Background)	Indirect Only
Prohibited Sign Types	- Pole - Flashing - Animated - Internally Illuminated	- Pole - Flashing - Animated - Internally Illuminated	- Pole - Flashing - Animated	- Pole - Flashing - Animated - Internally Illuminated

Commercial Corridor Sign Standards						
Location	North Main Avenue Corridor (from the River north)	8th Avenue and College Drive Corridors	Highway 160 West Corridor	Highway 550/160 Corridor	Highway 3 and Sawmill Road Corridors	Grandview Highway 160 Corridor
Setbacks (from property lines)	- 5 ft front - 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential	- 5 ft front - 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential	- 5 ft front - 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential	- 5 ft front - 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential	- 5 ft front - 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential	- 5 ft front - 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential
Allowable Height (measured from ground)	12 ft Monument	12 ft Monument	12 ft Monument	- 20 ft for 2-lane road - 25 ft for 4-lane road	12 ft Monument	12 ft Monument
# of Signs per Parcel	4	4	4	4	4	4
Total Area of Signs per Parcel	100 s.f.	100 s.f.	150 s.f.	200 s.f.	150 s.f.	200 s.f.
Area by Allowed Sign Type* (includes different types of sign levels)	<u>Level 1</u> 60 s.f. (Monument includes all sides) <u>Level 2</u> 20 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max	<u>Level 1</u> 60 s.f. (Monument includes all sides) <u>Level 2</u> 20 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max	<u>Level 1</u> 80 s.f. (Monument includes all sides) <u>Level 2</u> 25 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max	<u>Level 1</u> 150 s.f. (Freestanding includes all sides) <u>Level 2</u> 25 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max	<u>Level 1</u> 80 s.f. (Monument includes all sides) <u>Level 2</u> 25 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max	<u>Level 1</u> 150 s.f. (Freestanding includes all sides) <u>Level 2</u> 25 s.f. ea (Wall, Projecting or Awning) <u>Level 3</u> 6 s.f. (Window or Directory) <u>Window</u> 25% of window area max
Illumination	- Indirect - Internal (Opaque Background)	- Indirect - Internal (Opaque Background)	- Indirect - Internal (Opaque Background)			
Prohibited Sign Types	- Pole - Flashing - Animated	- Pole - Flashing - Animated	- Pole - Flashing - Animated	- Flashing - Animated	- Pole - Flashing - Animated	- New Pole - Flashing - Animated

Other Zoning District Sign Standards					
Location	Light Commercial Zones	Heavy Commercial Zones	Public Zones	Residential Zones (includes PD's)	East Third Avenue Historic District
Setbacks (from property lines)	- 5 ft front - 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential	- 25 ft front/rear - 15 ft side	- 0 ft side/rear (5 ft min if provided) - 10 ft adjacent to residential - front consistent with adjacent zone	Refer to Residential/PD Zoning Standards for Setbacks	- 20 ft front - 15 ft corner side - 5 ft side
Allowable Height (measured from ground)	12 ft Monument	12 ft Monument	12 ft Monument	5 ft Monument	4 ft Monument
# of Signs per Parcel	4	4	4	4	3
Total Area of Signs per Parcel	2 s.f. / linear ft of street frontage (200 s.f. max)	2 s.f. / linear ft of street frontage (200 s.f. max)	2 s.f. / linear ft of street frontage (200 s.f. max)	2 s.f. / linear ft of street frontage (96 s.f. max)	36 s.f.
Area by Allowed Sign Type* (includes different types of sign levels)	<p><u>Freestanding (2 travel lanes)</u> 150 s.f. max (3/4 s.f. per linear ft of street frontage)</p> <p><u>Freestanding (4 travel lanes)</u> 150 s.f. max (1 1/2 s.f. per linear ft of street frontage)</p> <p><u>Wall/Awning</u> 150 s.f. max</p> <p><u>Projecting</u> 50 s.f. max (1/2 s.f. per linear ft of building façade)</p> <p><u>Window</u> 25% of window area max</p>	<p><u>Freestanding (2 travel lanes)</u> 150 s.f. max (3/4 s.f. per linear ft of street frontage)</p> <p><u>Freestanding (4 travel lanes)</u> 150 s.f. max (1 1/2 s.f. per linear ft of street frontage)</p> <p><u>Wall/Awning</u> 150 s.f. max</p> <p><u>Projecting</u> 50 s.f. max (1/2 s.f. per linear ft of building façade)</p> <p><u>Window</u> 25% of window area max</p>	24 s.f. max per sign	24 s.f. max per sign	<p><u>Monument</u> 12 s.f. each side</p> <p><u>Hanging</u> 8 s.f.</p>
Illumination	- Indirect - Internal (Opaque Background)	- Indirect - Internal (Opaque Background)	- Indirect - Internal (Opaque Background)	Indirect Only	Indirect Only
Prohibited Sign Types	- Pole - Flashing - Animated	- New Pole - Flashing - Animated	- Pole - Flashing - Animated	- Pole - Flashing - Animated - Internally Illuminated	- Pole - Flashing - Animated - Internally Illuminated



Department of Engineering
 1235 Camino del Rio
 Durango CO 81301
 970-375-4810

Return permit application to
 Engineering for approval

REVOCABLE PERMIT
for
USE OF THE PUBLIC RIGHT-OF-WAY
FOR GARAGE SALE SIGNS

NAME _____

PHONE NUMBER OF RESPONSIBLE PERSON _____

STREET ADDRESS OF GARAGE SALE _____

DATES OF GARAGE SALE _____

DATES SIGNS WILL BE POSTED _____

INTERSECTIONS WHERE SIGNS WILL BE POSTED:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

CONDITIONS OF APPROVAL:

1. **Signs shall not exceed 4 square feet in overall size and shall be limited to a total of six.**
2. **The structure** to which the sign is attached (box, plywood, pole, etc.) shall be of minimal dimensions needed for support and **shall not exceed 30” in height.**
3. Signs are to remain in the public right-of-way for no more than 48 hours and may not be posted on utility poles, traffic signs, or nailed into trees.
4. Signs must be securely positioned and shall not obstruct or be a hazard to pedestrian or vehicular traffic.
5. **Signs and mounting devices must be removed at end of event.** Failure to remove all advertising may result in a fine not to exceed \$1000 for each day the violation exists.
 (City Code of Ordinances Chapter 27)
6. Balloons, flagging, streamers, and all incidental attention-getting devices are prohibited.
7. **Each sign must have a sticker on it from Public Works.** Place the provided sticker on a visible portion of the sign / structure near the upper right corner. Signs that are placed without stickers or are in violation of the above stipulations will be removed.
8. **Signs cannot be placed within the Central Business District** (E. 2nd Avenue to Camino del Rio, 160 West to 15th Street).

I have read the Conditions of Approval and agree to abide by them.
 I request permission to use the public right-of-way for the purpose stated above. I understand that permission is granted for only the use and locations stated. I also understand that this permit can be revoked at any time and, at the request of the City of Durango, the use must be discontinued and the signs removed by me at my own expense.

 Signature of applicant

 date

 City Representative

 date

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
April 8, 2014
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Workshop Minutes, March 25, 2014
- B. Commission Meeting Minutes, March 25, 2014
- C. Travel Requests
- D. Approval of FEMA-4152-015 Sub-Grant Agreement, Amendment #1 and Authorization of City Manager to Approve Future Agreements
- E. Document Destruction for Visitor Center
- F. Special Budget Resolution 2014-936 ConocoPhillips Library Funding
- G. Resolution 2014-937 Acceptance of the North Main Corridor Conceptual Design
- H. New Mexico State Fire Marshal's Office Fiscal Year 2015 Municipal Fire Protection Fund Distribution
- I. Carter Pest Control Services Agreement Renewal
- J. Parks Department-Mower Purchase

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"

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IX. ITEMS FROM CONSENT AGENDA

X. CITIZENS INPUT (3 Minutes Maximum)

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

XI. BUSINESS ITEMS

A. New Mexico State Land Office Special Use License (Roshana)

XII. LAND USE HEARING

A. Oil and Gas Application BP AMERICA-STOREY B LS 1A

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XV. CLOSED SESSION

Pursuant to Section 10-15-1H (2) Limited Personnel Matters

XVI. ADJOURNMENT

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CITY OF AZTEC
COMMISSION WORKSHOP MINUTES
MARCH 25, 2014

I. Call to Order

Mayor Burbridge called the Meeting into order at 4:31p.m. at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec NM.

MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sherri Sipe; Commissioner Roberta Locke; Commissioner Sheri Rogers; Commissioner Katee McClure

MEMBERS ABSENT:

OTHERS PRESENT: Dale and Peggy Washburn, Jenkins Ranch; Craig Phillips, DHM Design; Bill Watson, Public Works Director; City Manager, Joshua; City Attorney, Larry Thrower; Administrative Assistant, Sherlynn Morgan; Project Manager, Edward Kotyk; Roshana Moojen via Face Time (see attendance sheet)

A. Jenkins Ranch Subdivision

Josh Ray stated that this item is a request from Dale and Peggy Washburn to discuss the Jenkins Ranch Subdivision with City Commission.

Dale Washburn mentioned that he wanted to come to a conclusion for this subdivision. He mentioned that he would like this to go back to commission so they can move forward and sell the lots. He wants the City to let him do what the original agreement stated. Roshana gave a brief overview of the agreement from May 11, 2010 stating that this is land that consists of 11.06 acres that is wanting to be divided into 11 parcels. They have sold 4 lots that will contain 2 homes. Commission approved that the Final Plat for Phase 1 on May 11, 2010 approving that the developer had five years to complete sidewalks and paving a street. They were issued a suspension on 1/14/14 until all improvements are completed. The applicant is requesting that the suspension be lifted to give them the right to sell the remaining lots to use the proceeds to pave the street with 2 inch asphalt to the entrance of the highway. Without lifting the suspension the entire area will be a dead issue as to any future development. Josh mentioned that the challenge now is what can commission do for this subdivision.

City Attorney, Larry Thrower stated that lifting the suspension cannot be done by a variance. Larry is going to review the agreement and extensions and suspensions to see what can be done by Commission to award another extension if it can be done at all.

B. North Main Conceptual

Craig Phillips with DHM Design presented to Commission the plan for the North Main Ave Extension. He reviewed the map and plans proposed. He mentioned that this extension will be a trail leading to a bridge that leads to the Aztec Ruins and that there have been two community workshops, landowner meetings, and a walking tour on the design that have involved citizens of Aztec so citizens could give ideas of what they would and would not like to see in this project. The goal of this is to make it pedestrian friendly, create a public area including a vehicle turn around, locate where a public transit stop could be installed add another plaza and incorporate how landscaping and site furnishings, parking and utilities come together. He mentioned that they established a public website (www.aztecnorthmain.com) and facebook page. He went over the conceptual plans with commission and staff.

Adjournment

MOVED by Mayor Burbridge to Adjourn the Workshop at 5:40pm, SECONDED by Commissioner Sipe

Mayor, Sally Burbridge

ATTEST:

Sherlynn Morgan, Administrative Assistant

MINUTES PREPARED BY:

Chelsea Clowe, Support Service Secretary

CITY OF AZTEC
COMMISSION MEETING MINUTES
MARCH 25, 2014

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:00 p.m. at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Commissioner Locke

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Rogers

IV. ROLL CALL

Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sherri Sipe; Commissioner Sheri Rogers; Commissioner Roberta Locke; Commissioner Katie McClure

Members Absent: None

Others Present: City Manager, Joshua Ray; City Attorney, Larry Thrower; Administrative Assistant, Sherlynn Morgan; Project Manager, Edward Kotyk (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Agenda.

VI. CITIZEN RECOGNITION

City Manager, Josh Ray recognized Jessica Anderson for her 5 years of service to Citizens of the City of Aztec and as a City Representative on the ECHO Advisory Board.

VII. EMPLOYEE RECOGNITION

Josh recognized City Staff for the work being done in our community. He thanked Roshana Moojen for being flexible with her schedule, Michelle Morgan for filling in at the Community Development Department, and the Fire and Police

Department for having a quick response time to the house fire that happened over the weekend. Josh also recognized our new Commission members. Mayor Burbridge thanked Ken George for installing Electric polls. Josh mentioned that he got a phone call from Diana Mesch thanking Ken George for answering general questions to the family.

VIII. CONSENT AGENDA

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Consent Agenda with the exception of Item A. Commission Meeting Minutes, March 11, 2014 and Item C. Animas Watershed Partnership Steering Committee Appointment.

- A. Pulled
- B. Travel Request
- C. Pulled
- D. Bid 2014-404 Skid Steer Loader
- E. MPO Joint Powers Agreement Amendment
- F. Resolution 2014-933 Authorizing Signatures for City Accounts
- G. Resolution 2014-934 Authorizing Signatures on motor Vehicle Department Checking Account
- H. Resolution 2014-935 Authorizing Signatures on Municipal Court Cash Bond Checking Account
- I. 2014 Youth Conservation Corps Service Agreement

IX. ITEMS FROM CONSENT AGENDA

- A. Commission Meeting Minutes, March 11, 2014

The following amendments were made to the minutes:

- Page 2 bottom of page, last item should read 4 Corners Economical Development
- Page 5 Item E second paragraph, OCE should be OCD
- Page 7 under Commission reports, second paragraph, take out the period and put a dash, also NBA should be MBA. Bottom of page 7, anywhere it says FCED it should read 4CED.

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve Item A as amended.

All Voted Aye; Motion Passed Five to Zero

C. Animas Watershed Partnership Steering Committee Appointment

Mayor Burbridge mentioned that this is a new board and stated that Melissa May, will be the City of Aztec Representative on this board.

Ann Oliver, Coordinator for Animas Watershed, mentioned that this committee is a group concerned about maintaining and improving the quality of water resources in the Animas River. They are trying to bring together people from across the political boundaries and regulatory boundaries that exist on the Animas River. There are 2 states and 1 tribe that have jurisdiction along the river, there are 3 jurisdictions of the EPA one for each of those political jurisdictions, 2 counties and 3 municipalities stating that it is complex to do good things for the Animas River. They have a Steering Committee made up of 9 members 4 from New Mexico, 4 from Colorado and 1 from the Southern Ute Tribe. They also are a Collaborative Group not a nonprofit with a Fiscal Sponsor who is the San Juan Recourse Conservation and Development Council. It was brought up by the Mayor to Josh to see if Staff needs to be on the board. He mentioned that if this is an option it would be knowledgeable for the City to be a part of.

MOVED by Commissioner Rogers, SECONDED by Commissioner McClure to Approve Melissa May as the City of Aztec Representative to the Steering Committee of the Animas Watershed Partnership.

All Voted Aye; Motion Passed Five to Zero

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

A. Annexation Agreement – State Trust Land

Roshana Moojen informed Commission that this item will fix Ordinance 98-216, so that the City can finalize an agreement with the Stand Land office to do a Phase 2 Environmental Assessment for this piece of land.

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve Annexation Agreement with the New Mexico State Land office to correct the Annexation of State Trust Land originally identified in Ordinance 98-216.

All Voted Aye; Motion Passed Five to Zero

XII. LAND USE HEARINGS

None

XIII. CITY MANAGER/COMMISSIONER/ATTORNEY REPORTS

Josh mentioned that one of the items Commission approved was the YCC funds for 2014, which was \$91,000, and he wanted to bring attention to this because the City is very proud of this youth program. Josh mentioned that he put out a challenge to Staff to see about getting grants for projects and mentioned that Sabrina Hood, Library Director received funding from Conoco Phillips for the Library. He mentioned to Commission that the Chamber Banquet is this Saturday, April 5th at 6 p.m.

Mayor Burbridge mentioned that the Economic Development Advisory Board had their meeting March 20th and their Business Guest of the Month was Will Lee, from Aztec Sporting Goods in West Side Plaza. She mentioned that EDAB is presenting the Economic Development Award to a business in the Community, who is doing interesting and outstanding things, at the Chamber Banquet and this is the first year EDAB is doing this award. Mayor Burbridge mentioned that she attended the Council of Governments meeting in Grants last week and that COG is involved with contractors, throughout the State, who work with Steering Committees to develop regional water plans. She mentioned that PNM, Burlington Northern Santa Fe Railroad, UNM, and Association of General Contractors at state level are partnering to create industry guided curriculum both at UNM and at a charter high school in the Gallup area. She also mentioned that COG's next meeting will be June 18th and will be held somewhere in San Juan County. She mentioned that she received an invitation from Arizona Public Service Company for Four Corners Employee Appreciation Celebration at McGee Park Saturday April 5th 11:30a.m. Mayor Burbridge also mentioned that she will be gone for the next Commission Meeting on April 8th.

Mayor Pro-Tem Sipe mentioned that she attended the Municipal League District Meeting in Gallup March 20th. She mentioned that Mayor Burbridge volunteered to be the Alternate District Director position for District 1.

Commissioner Rogers mentioned that she attended the County Commission Meeting. She mentioned that April 4th and 5th is Tip A Cop at Chili's and proceeds will go to the Special Olympics. Commissioner Rogers wanted to thank everyone for the Commission Retreat.

Commissioner McClure stated that she liked the retreat. She mentioned that she and Commissioner Rogers attended the Newly Elected Officials Training March 22nd in Albuquerque and wanted to thank Josh for providing a City Vehicle when she had problems with her vehicle. She also mentioned she had Coffee with the Chief and it was very fun. She mentioned that she met the Director of ECHO,

Sarah Kaynor. She also wanted to publically acknowledge Karla Sayler, City Clerk on how awesome she is on getting travel arrangements together for Commission. She mentioned that she would be attending the Chamber Banquet.

Commissioner Locke mentioned that she attended the Library Advisory Board Meeting on March 12th and they have recently finished working on by-laws to establish consistency with the current code. She mentioned that the Board received a \$10,000 Grant for the Early Childhood Literacy Station. Commissioner Locke mentioned that the Library got the XTI 3 installed, which are little computer hard drives that hold a terabyte of information. She also mentioned that National Library week is April 13th-19th. She stated that she can attend the Chamber Banquet and will be attending the Emergency Command Meeting on April 9th. She mentioned that she visited the new Sporting Good Store in Aztec. She mentioned that she will be out of town next week.

Larry Thrower stated he will be out of town April 14th-18th.

XIV. DEPARTMENT REPORTS

Library Director, Sabrina Hood informed Commission about the Chili's Employee Appreciation event happening April 7th and mentioned that 10% of proceeds will go to Employee Association. She stated that during National Library Week she would hope to do an open house to inform citizens about the new things going on in the Children's program. Sabrina informed Commission that Randall Keeswood last day is this Thursday the 27th and there will be a going away party at the library this Wednesday the 26th.

Senior Center Director, Cindy Iacovetto stated that the center will be getting new computers. She mentioned that elementary students will start Skyping with the seniors and sharing stories about their lives. She mentioned that Connie Johnston will be doing a self defense class for the seniors and part of the class will be online.

XV. ADJOURNMENT

MOVED by Mayor Pro-Tem Sipe to Adjourn the Meeting at 7:05 pm.

Mayor, Sally Burbridge

ATTEST:

Sherlynn Morgan, Administrative Assistant

MINUTES PREPARED BY:

Chelsea Clowe, Support Service Secretary

DRAFT

Staff Summary Report

MEETING DATE:	April 8, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (C)
AGENDA TITLE:	Travel Requests

ACTION REQUESTED BY:	Water, Wastewater, MVD/Utility, City Hall and Courts
ACTION REQUESTED:	Approval of Employee/Public Official Travel Requests
SUMMARY BY:	Cheryl Franklin

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- The attached log is sorted by dates of travel and then by department.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

FISCAL INPUT (Finance Department)

- All departments requesting travel have sufficient funds budgeted within their travel/training budgets

SUPPORT DOCUMENTS:	Travel Log April 8, 2014
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DEPARTMENT'S RECOMMENDED MOTION:	Approve Employee/Public Official Travel Requests
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**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: APRIL 8, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY14 Budget Available
04/14-16/14	Water	Vector Control Conference Albuquerque, NM.	Yes	No	96.00 55.95 75.00 336.74	Meal & Gratuity Allowance Registration Estimated cost for fuel Lodging	Yes
04/14-16/14	Wastewater	Vector Control Conference Albuquerque, NM.	Yes	No	96.00 55.95 336.74	Meal & Gratuity Allowance Registration Lodging (Riding w/Andrew G.)	Yes
04/14-15/14	MVD/Utility	VIN Inspection Class Albuquerque, NM.	Yes	No	50.40 50.00 81.00	Meal & Gratuity Allowance Estimated cost for fuel Lodging	Yes
04/15-17/14	City Hall	Clerks Spring Meeting Albuquerque, NM.	Yes	No	96.00 200.00 50.00 187.58	Meal & Gratuity Allowance Registration Estimated cost for fuel Lodging	Yes
04/29-05/02/14	Courts	Judges Conference Albuquerque, NM.	Yes	No	122.40 100.00 274.59	Meal & Gratuity Allowance Estimated cost for fuel Lodging	Yes

Staff Summary Report

MEETING DATE:	April 8, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (D)
AGENDA TITLE:	<i>FEMA-4152-015 Sub-Grant Agreement</i>
ACTION REQUESTED BY:	Kathy Lamb
ACTION REQUESTED:	Approval of FEMA-4152-015 Sub-Grant Agreement, Amendment #1 and Authorization of City Manager to Approve Future Agreements
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

OVERVIEW:

- State of New Mexico declared a statewide emergency the result of September 2013 floods which qualified City of Aztec for FEMA emergency assistance on public properties. The date of the declaration is October 29, 2013 and the date used for determining all compliance dates for both federal and state funds.
- FEMA representatives met with city staff in December 2013. FEMA representatives toured the city, reviewed information compiled as of that date and advised city staff of the procedures to secure FEMA assistance. FEMA staff has provided continued support via phone and email and weekly progress meetings.
- Projects submitted are categorized as large or small, large defined as projects equal to or exceeding \$67,500. All projects, regardless of size, require the city to thoroughly document all costs (labor, equipment, materials, sub-contract), maps of specific area, photos, and scope of work. These documents will be maintained for a minimum of six years after the final reimbursement for field audits by either FEMA or NM Dept of Homeland Security and Emergency Management. Final documents will be stored on laser fiche for accessibility to authorized staff.
- Small projects not completed are submitted with estimated costs. If costs exceed the estimate, there is no additional reimbursement. If actual costs are less than estimated costs, the funds may be used on other event related projects. IF there remains unused funds on small projects (doubtful this will be the situation for the City), those funds may be directed to other public works projects.
- All projects complete when submitted to FEMA are eligible for federal and state reimbursement. Small projects not complete at time of submittal are eligible for federal reimbursement upon approval and state reimbursement when completion is documented to state. Large projects not complete at time of submittal will be reimbursed for federal and state funds upon submittal and approval of costs incurred.
- Reimbursement levels:
 - Federal minimum - 75% maximum – 85%

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve FEMA-4152-015 Sub-Grant Agreement, Amendment #1, and Authorize City Manager to execute future FEMA Assistance Sub-Grant Agreements specific to September 2013 event.

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

FEMA-4152-DR-NM * * * * * SUB-GRANT AGREEMENT

CFDA 97.036: PUBLIC ASSISTANCE GRANT PROGRAM

FEMA IDENTIFIER: FEMA-4152-DR-NM

STATE IDENTIFIER: E.O 2013-031

SUB-GRANT AGREEMENT NUMBER: FEMA-4152- 015

GRANTOR: NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM)

GRANTOR ADDRESS: RECOVERY UNIT, PO BOX 27111 (13 BATAAN BLVD.), SANTA FE, NM 87502

GRANTOR CONTACT INFORMATION: Email brian.williams@state.nm.us
Phone 505-796-9601
FAX 505-796-9650

SUB-GRANTEE NAME (APPLICANT): City of Aztec

APPLICANT ADDRESS: 201 W. Chaco Street
Aztec, NM 87410

THE AWARD

This Sub-grant Agreement is made in good faith between the Grantor and Sub-Grantee named above, effective as of the date of the signature of the Secretary of DHSEM on the last page of this Agreement.

This Sub-grant award is provided by the Federal Emergency Management Agency and the State of New Mexico for eligible expenses under FEMA-4152-DR-NM and any or all Governor’s Executive Orders or Legislation that may be issued to provide funding.

Unless otherwise noted, the FEDERAL SHARE shall be 75%; the STATE SHARE shall be 12.5%; and the APPLICANT SHARE shall be 12.5%. State agencies receive a 25% share.

The STATE SHARE and LOCAL SHARE of Project Worksheets completed under an approved Alternate Procedure Pilot Program Project Worksheet with an adjusted FEDERAL SHARE will be apportioned 50% STATE SHARE and 50% LOCAL SHARE. Example: FEDERAL SHARE 85%, STATE SHARE 7.5% and LOCAL SHARE 7.5%.

This award is made under the provisions of the following authorities:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121 et seq.;
2. The FEMA/State Agreement for FEMA-4152-DR-NM;
3. FEMA Alternate Procedure Pilot Program Guidance;
4. Executive Orders 2013-031 and others that may follow.

The TOTAL AWARD is:	\$ 54,784.61
The FEDERAL SHARE is:	\$ 41,088.46
The STATE SHARE is:	\$ 6,848.08
The APPLICANT SHARE is:	\$ 6,848.08

DHSEM shall make payments to the Applicant according to the process detailed in the New Mexico Public Assistance Administrative Plan for FEMA-4152-DR-NM. A copy of that Plan will be provided to the Applicant upon request.

This award represents the following Project Worksheets for the amounts given:

Bundle	PW#	Project Amount
8	93	\$ 16,218.76
8	75	\$ 4,521.19
8	76	\$ 6,088.21
8	79	\$ 27,956.42

POINTS OF CONTACT

Applicant Principal Point of Contact

Name: Kathy Lamb Phone: 505-334-7653
Address: 201 W Chaco, Aztec NM 87410

Email: klamb@aztecnm.gov

Applicant Secondary Point of Contact

Name: Edward Kotyk Phone: 505-334-7689
Address: 201 W Chaco, Aztec NM 87410

Email: ekotytk@aztecnm.gov

Applicant Person with authority to sign this document

Name: Sally Burbridge, Mayor Phone: 505-334-7600
Address: 201 W Chaco, Aztec NM 87410

Email: sburbridge@aztecnm.gov

Terms and Conditions

A. Scope of Work

The Applicant agrees that it will make a good faith effort to complete, in every respect possible, the Scope of Work described on all Project Worksheets under FEMA-4152-DR-NM, which are awarded under this Agreement, and to provide all necessary qualified personnel, material, and facilities to implement, carry out, and complete the work described therein.

The Applicant agrees to make no change in the Scope of Work on any Project without express written permission from DHSEM.

B. Changes to Sub-Grant Agreement

All changes to this Sub-Grant Agreement, whether adding or subtracting funding, increasing the performance period, or other alteration, will be made via Sub-Grant Agreement Amendment. DHSEM will prepare each Amendment when needed.

1. DHSEM will prepare Sub-Grant Agreement Amendments for changes in funding whenever FEMA makes such changes and the funds are obligated to the State.
2. The Applicant must request in writing any extension in the Performance Period allowed for specific projects. Such requests must justify the need for the extension. Requests must be submitted to DHSEM no less than 30 days prior to the expiration of the Performance Period. If the request is justified, DHSEM will prepare a Sub-Grant Agreement Amendment that identifies the new Performance Period.
3. No Sub-Grant Agreement Amendment is valid until fully executed.

C. Quarterly Reporting

The Applicant shall submit quarterly reports on large projects (equal to or greater than \$67,500 each) to the Recovery Unit at DHSEM beginning with the first full quarter after the signature date on the Sub-Grant Agreement. DHSEM will provide a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter. Quarters end on March 31, June 30, September 30, and December 31. Reports may be submitted electronically.

In order that DHSEM may adequately evaluate the progress and status of each large project, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to brian.williams@state.nm.us
Delinquent reports must be filed before additional payments can be made.

Upon completion of all projects, the Applicant shall submit a Final Performance and Financial Report that includes a narrative of accomplishments under this sub-grant and a summary of actual costs for each large project.

The Final Performance and Financial Report shall include, if possible, sufficient detail to allow DHSEM to evaluate the administration of the FEMA Public Assistance Grant Program.

The Final Performance and Financial Report shall be submitted within 30 days of the completion and inspection of the final project, or not later than the date of the next scheduled Quarterly Report.

D. Additional Reporting Requirements

The applicant must immediately report in writing to the DHSEM Recovery Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

E. Reimbursement

DHSEM will reimburse the applicant for the full federal and state shares of all large or small projects that were complete when written. DHSEM will also reimburse full federal and state share of approved Alternative Procedure Pilot Projects.

DHSEM will reimburse the applicant for the full federal share of all small projects (less than \$67,500 each) that were less than complete when written. Cost documentation is not required to receive the federal share. Upon completion small projects that were less than complete when written, the applicant must submit cost documentation to allow DHSEM to determine the actual cost for each project. Subsequent payment of the state share will be pro-rated up to the maximum for the project. All small projects will be netted to actual cost. Applicants may be required to return excess federal funds.

DHSEM will reimburse the applicant 50% of the federal and state shares of large projects that were less than complete when written. The applicant must fully document the actual cost of each large project. Additional payments of the state and federal shares can be made prior to project completion if cost records support the request for payment. DHSEM will conduct a desk audit of the cost records and perform a final inspection for each large project. When the actual cost has been determined and completion of the scope of work has been verified, DHSEM will request that FEMA adjust the project funding up or down to meet the actual cost. When that action has been accomplished, DHSEM will make the final payment.

All reimbursements are contingent upon funds being allocated, budgeted and encumbered for that purpose.

F. Procurement

Procurement shall comply with the requirements of the New Mexico Procurement Code for expenditure of funds under this Agreement. The Applicant must conform to applicable state and federal law and the Procurement Standards Sections of *28 CFR Parts 66 and 70, and OMB Circular A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

G. Special Terms and Conditions

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. 5121-5206 for the FEDERAL SHARE and the New Mexico Department of Finance and Administration (DFA) under the authority of and as determined by the Governor or his Authorized Representative pursuant to and in accordance with Sections 12-11-24 through 12-11-25, NMSA 1978 for the STATE SHARE. If sufficient appropriations and authorizations are not made by FEMA or the State of New Mexico, this Agreement shall terminate immediately upon written notice being given by DHSEM to the Applicant. The decision of DHSEM shall be final.

If DHSEM proposes an Amendment to the Sub-Grant Agreement to unilaterally reduce funding, the Applicant shall have the option to terminate the Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.

H. Contracts

Any contract shall comply with the requirements of the New Mexico Procurement Code for expenditure of State and Federal funds under this Agreement. Applicants shall submit contract bid specifications to DHSEM for review prior to calling for bids. Contracts for professional services must meet local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the Applicant shall provide DHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work prescribed by FEMA for a specific project.

In the event that a contract covers work performed at more than one project work site, the contractor must provide detailed documentation to allow DHSEM to determine the actual cost of work performed at each project work site.

Contracts shall not name DHSEM, the State of New Mexico, or FEMA as interested parties. Proof of compliance with proper procurement procedures shall be a part of the official cost documentation.

I. Audit Requirements

As a federal grant recipient, the State of New Mexico requires an applicant expending \$500,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with the Single Audit Act described in *OMB Circular A-133*. The applicant will permit state or federal officials and auditors to have access to applicant and contractor records and financial statements as necessary for the state to comply with *OMB Circular A-133*. Copies of audit findings must be submitted to DHSEM within 30 days after the applicant receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with *2 AAC 45.010*. The applicant must include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (DHSEM) in all documents.

J. Record Retention

Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

K. Performance Period

In accordance with the requirements set forth in 44 CFR, the performance period for Category A (Debris Removal) and Category B (Emergency Protective Measures) is six (6) months from the date of the declaration. If additional time is required for completion of specific Category A and B projects, the applicant must request a time extension per project in writing thirty (30) days prior to the end of the performance period. The applicant must provide justification for a time extension. DHSEM may grant a single 6-month time extension. Additional extensions require approval by FEMA.

In accordance with the requirements set forth in 44 CFR, the performance period for all other categories of work is 18 months from the date of the declaration. If additional time is required for completion of specific Category C through G projects, the applicant must request a time extension per project in writing thirty (30) days prior to the end of the performance period. The applicant must provide justification for a time extension. DHSEM may grant up to 30 additional months for completion of specific projects. Additional extensions require approval by FEMA.

For FEMA-4152-DR-NM, the date of the declaration is October 29, 2013.

L. Monitoring

DHSEM may periodically monitor an applicant's projects to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically review and conduct analysis of the applicant's financial, programmatic, and administrative policies and procedures. This may include unscheduled desk audits and field inspections. The Applicant shall accommodate all such requests within reason.

If the Applicant encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the Applicant must communicate that problem to DHSEM promptly. Work on affected projects must be suspended until the problem is resolved.

The Applicant will immediately, no later than 24 hours upon notice, report to DHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the Applicant, or other interested party in reference to the work authorized under this Sub-grant. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

M. Penalty for Non-Compliance

DHSEM shall notify the applicant of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, DHSEM and the applicant shall determine a timeline and landmarks for remediation. DHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Agreement is for payments to be withheld or for the award to be suspended or terminated. The Applicant agrees to make restitution if necessary.

Some of the reasons for a finding non-compliance may be, but are not limited to:

- a. Unwillingness or inability to attain project goals and scope of work;
- b. Unwillingness or inability to adhere to the requirements and conditions of this Agreement;
- c. Failure or inability to adhere to federal compliance requirements;
- d. Improper procedures regarding contracts and procurements;
- e. Failure to submit reliable or timely reports;
- f. Fiscal management which does not meet reasonable professional standards;
- g. Unwillingness or inability to obtain permits required by law to perform the eligible work.

Nothing in this section abrogates the applicant's right of appeal.

N. Termination for Cause

If performance is not occurring as agreed and required herein and attempts at reconciliation have failed, either DHSEM or FEMA may reduce or terminate all or part of the award without additional compensation. DHSEM or FEMA may require that all or part of state and federal funds reimbursed under this agreement be refunded. In such case, the applicant agrees to make such reimbursement in a timely fashion.

Nothing in this section abrogates the applicant's right of appeal.

O. Termination for Convenience

Any single project or the entire sub-grant award may be terminated for convenience, in whole or in part, by written notice from DHSEM or FEMA. DHSEM shall determine the amount that the applicant must refund, and the applicant agrees to make reimbursement to DHSEM in a timely fashion.

Nothing in this section abrogates the applicant's right of appeal.

Requirements and Assurances

- A. The Applicant hereby agrees that the performance period for FEMA-4152-DR-NM commenced on September 30, 2013, and shall continue until project completion, consistent with the performance period limitations described previously. This Sub-grant Agreement as amended shall remain open for administrative purposes as long as necessary to achieve final payment and financial reconciliation.
- B. The Applicant hereby agrees that the Applicant official signing this Sub-grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been or will be incurred by the Applicant and are eligible and allowable expenditures consistent with the guidelines for this award. The Applicant agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.
- C. The Applicant hereby agrees that no member, officer, or employee of the Applicant organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this grant; the Applicant shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Agreement.
- D. The Applicant hereby agrees that it understands and agrees that it cannot use any state or federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.
- E. The Applicant hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Applicant purchases ownership with federal support. The Applicant agrees to consult with FEMA through DHSEM regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- F. The Applicant hereby agrees that signatures of the Applicant officials on this Sub-grant Agreement attest to the Applicant's understanding, acceptance, and compliance with Lobbying, Debarment, Suspension, and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds will be used to supplement existing Applicant funding to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose.
- G. The Applicant hereby agrees that their accounting system allows for separation of fund sources. Funding provided under this Agreement cannot be commingled with funds from other federal, state or local agencies, and each project must be accounted for separately.
- H. The Applicant hereby agrees that it shall comply with Federal Civil Rights Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1991*. The applicant will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13379 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- I. The applicant hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan. An EEOP is not required for recipients of less than \$25,000 or fewer than 50 employees.
- J. The applicant hereby certifies that its employees are eligible to work in the United States as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- K. The Applicant hereby agrees that it is the responsibility of the applicant to fully understand and comply with the requirements of the following:
 - a. OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments* at www.whitehouse.gov/omb/circulars/a102/a102.html.
 - b. OMB Circular A-87 *Cost Principles for State, Local and Indian Tribal Governments* at www.whitehouse.gov/omb/circulars/index.html.
 - c. OMB Circular A-110 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
 - d. OMB Circular A-21 *Cost Principles for Educational Institutions* at www.whitehouse.gov/omb/circulars/index.html
 - e. OMB Circular A-122 *Cost Principles for Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
 - f. OMB Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
 - g. CFR Title 48 Federal Acquisition Regulations Systems Chapter 1 Part 31 Contract *Cost Principles and Procedures*
 - h. OMB Common Rule: *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*. Incorporated into individual Federal agency's *Code of Federal Regulations*.
 - i. OGO *Financial Guide*
www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf
 - j. New Mexico State Procurement Code
<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>
 - k. New Mexico Administrative Code Title 2 – Public Finance
<http://www.nmcpr.state.nm.us/NMAC/title02/title02.htm>

SIGNATURES

IN WITNESS WHEREOF, the Applicant and DHSEM do hereby execute this Sub-Grant Agreement as of the date last written below. This Sub-Grant Agreement has been approved by:

SUB-GRANTEE NAME (APPLICANT): City of Aztec

APPLICANT ADDRESS: 201 W. Chaco Street
Aztec, NM 87410

By: _____
Authorized Person *Date*

Notary: Subscribed and sworn before me _____ .
this _____ of _____, _____
day month year

Signature, Notary Public
My Commission Expires: _____

FOR THE GRANTOR, THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT:

By: _____
Deputy Secretary, DHSEM *Date*

By: _____
Secretary, DHSEM *Date*

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

FEMA-4152-DR-NM * * * * * SUB-GRANT AGREEMENT AMENDMENT (AWARD CHANGE)

CFDA 97.036: PUBLIC ASSISTANCE GRANT PROGRAM

FEMA IDENTIFIER: FEMA-4152-DR-NM STATE IDENTIFIER: EO 2013-031

SUB-GRANT AGREEMENT NUMBER: FEMA-4152-015

AMENDMENT NUMBER: A1

GRANTOR: NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM)

GRANTOR ADDRESS: RECOVERY UNIT, PO BOX 27111 (13 BATAAN BLVD.), SANTA FE, NM 87502

GRANTOR CONTACT INFORMATION: Phone 505-476-9601; FAX 505-476-9650; email brian.williams@state.nm.us

SUB-GRANTEE NAME (APPLICANT): City of Aztec

APPLICANT ADDRESS: 201 W. Chaco Street
Aztec, NM 87410

TERMS AND CONDITIONS

This Sub-grant Agreement Amendment is made in good faith between the Grantor and Sub-Grantee named above, effective as of the date of the signature of the Secretary of DHSEM on the last page of this Amendment.

The Sub-Grantee is reminded to submit to DHSEM a Quarterly Report for all large projects no later than the 15th of the month following the end of a Quarter.

All terms, conditions, and certifications, and performance periods of the original Sub-grant Agreement remain in effect unless altered herein. The default performance period for all Category A and B projects is six months from the declaration date, which is April 29, 2013. The default performance period for all other categories of work is 18 months from the declaration date, which is June 29, 2015.

The Sub-Grant Award is increased by the following amount: \$ 81,044.75

The Sub-Grant totals effective with this Amendment are as follows:

The new TOTAL AWARD is:	\$ 135,829.36
The new FEDERAL SHARE is:	\$ 101,872.02
The new STATE SHARE is:	\$ 16,978.67
The new APPLICANT SHARE is:	\$ 16,978.67

These amounts represent the maximum amounts that have been obligated. Final payment is based on actual costs which may be less than given above.

This award represents the following Project Worksheets for the amounts given:

Bundle	PW	\$ Amount
10	97	81,044.75

SUB-GRANTEE NAME (APPLICANT): City of Aztec
APPLICANT ADDRESS: 201 W. Chaco Street
Aztec, NM 87410

SIGNATURES

IN WITNESS WHEREOF, the Applicant and DHSEM do hereby execute this Sub-Grant Agreement Amendment as of the date last written below. This Sub-Grant Agreement Amendment has been approved by:

FOR THE SUB-GRANTEE: Sherri Sipe, Mayor Pro-Tem

APPLICANT ADDRESS: 201 W Chaco Street
Aztec NM 87410

By: _____
Authorized Person *Date*

Notary: Subscribed and sworn before me _____
this _____ of _____, _____
day month year

Signature, Notary Public
My Commission Expires: _____

FOR THE GRANTOR, THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT:

By: _____
Deputy Secretary, DHSEM *Date*

By: _____
Secretary, DHSEM *Date*

Staff Summary

MEETING DATE: April 8, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (E)
AGENDA TITLE: Document Destruction for Visitor Center

ACTION REQUESTED BY: Visitor Center
ACTION REQUESTED: Approval
SUMMARY BY: Wilann Thomas

PROJECT DESCRIPTION / FACTS

The following documents have been processed and scanned into Laserfiche. In accordance with the Community Developments Planning Records Retention Schedule these records and are now ready for disposal pending confirmation from Commission.

- Advertising
- Brochure Orders
- Cooperative Advertising Program
- Deposits
- Email Address Book
- Employee Docs
- Events
- Info Requests
- Marketing
- Misc. Tourism
- Reimbursement Requests
- Visitor Logs
- 1998-2000
 1. 1998 Farolitos
 2. 1998/99 Annual Report
 3. Christmas Parade 2000
 4. Meeting Minutes 1999
 5. Orders 2000
 6. Quarterly Report 5/2000

SUPPORT DOCUMENTS: Resolution 2010-845 Authorizing Destruction of Hard Copy Records Once Digitally Archived.

DEPARTMENT'S RECOMMENDED MOTION: Move to **APPROVE** the destruction of these documents as outlined by the document destruction procedures.

Staff Summary Report

MEETING DATE:	April 8, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (F)
AGENDA TITLE:	Special Budget Resolution 2014-936 ConocoPhillips Library Funding

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	APPROVAL of Special Budget Resolution 2014-936 ConocoPhillips Library Funding
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- Aztec Public Library submitted application to ConocoPhillips for its 2014 Community Investment Program.
- The City received notice on March 6, 2014 that \$10,000 was awarded to the Aztec Public Library for Early Childhood Literacy Resource Center.
- The Library will use the funds for two bilingual early literacy stations.

FISCAL INPUT (Finance Department)

- The Special Budget Resolution will recognize the new funding received by the City and establish the expenditure budget necessary for the library to purchase the literacy stations.

SUPPORT DOCUMENTS:	Special Budget Resolution 2014-636 ConocoPhillips Funding Notice Early Literacy Stations – Bilingual, Quote
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DEPARTMENT'S RECOMMENDED MOTION: Move to APPROVE Special Budget Resolution 2014-936

RESOLUTION 2014-936
Special Budget Resolution
Appropriation of Funds for Aztec Public Library
Fiscal Year 2013-2014

WHEREAS, Aztec Public Library has received funding notice for improvements to the children's center; and

WHEREAS, ConocoPhillips has provided funding notification to the City in the amount of \$10,000 for Early Childhood Literacy Resource Center; and

WHEREAS, the funds were received by the City on March 31, 2014; and

WHEREAS, the Aztec Public Library will expand its literacy programs to include two early bilingual literacy stations; and

WHEREAS, it is necessary to establish the appropriate budgets to meet the requirements of the funding agreement and needs of Aztec Public Library Department; and

NOW, THEREFORE, BE IT RESOLVED that the following special budget adjustment be made and approved.

	General Fund	Increase/(Decrease)
Revenue:		
Library: Contributions	101-6490-36215	\$10,000
Expenditure:		
Library: NonCptl: AV Equip/Telecom	101-6490-53210	\$ 6,886
Library: Software Agreements	101-6490-63300	\$ 3,114

Passed, Adopted and Approved this 8th day of April 2014.

MAYOR SALLY BURBRIDGE

SEAL

ATTEST:

KARLA SAYLER, CITY CLERK

March 6, 2014

Aztec Public Library
ATTN Sabrina Hood
319 South Ash Street
Aztec, NM 87410

RE: ConocoPhillips 2014 L48 Charitable Contribution

Dear Ms. Hood:

I am pleased to inform you that a 2014 charitable contribution request to ConocoPhillips has been approved in the amount of \$10,000.00. The contribution will be electronically transferred to your organization by March 28, 2014.

This contribution is to be used solely for the tax-exempt purposes of the donee. Although the contribution is unrestricted, it is our hope that the funds will be allocated as follows: Early Childhood Literacy Resource Center. Please note that funds should not be used for travel, training, salaries, and/or operating costs.

In accepting this contribution, the following requirements need to be met:

1. Provide an acknowledgment receipt of this contribution in compliance with IRS regulations upon receipt of funds; and
2. Provide a brief report on use of funds. See attached form.



Contribution_Report_
Tax Receipt.xlsx

On behalf of ConocoPhillips, I am pleased to provide your organization with this contribution, and I wish you great success with your programs.

If you wish to be considered for 2015 funding, the system will open on April 1st and a link will be provided to you at that time.

Sincerely,

Bea Saavedra
Philanthropic Coordinator
San Juan Business Unit

"To give away money is an easy matter and in any man's power. But to decide whom to give it, and how large, and for what purpose and how, is neither in every man's power nor an easy matter." ~Aristotle

Terms and Conditions

Fees, Invoicing: CUSTOMER agrees to make payment in full for all amounts due according to invoice on or before the net 15 due date.

Returns: Customers may return items within 30 days of receiving those items, using the following procedures: i) Prior to shipping, request an RMA (Return Materials Authorization) number from AWE (866 463-6357) ii.) shipped items must be received by AWE within 20 calendar days from RMA issuance; and iii) items must be secured with proper (original) packaging to prevent any damage in transit. A restocking fee of 15% (of the non-discounted item price), return shipping cost, and packaging (if applicable) will be charged to Customer for all items returned after initial shipment.

Delinquent Payment: The CUSTOMER agrees to pay interest on all amounts that are past due at the lesser of 1.5% per month or the highest rate allowed by law. The CUSTOMER also agrees to pay collection costs and attorneys fees, if AWE, prevails in a court of law or administrative proceeding, required to collect delinquent fees. AWE may suspend services and/or terminate the Agreement in the event that CUSTOMER fails to make timely payment with 30 days notice. Termination shall not alter CUSTOMER's obligation to make full payment under this Agreement.

Services: AWE will invoice CUSTOMER monthly.

Equipment & Software: AWE will invoice CUSTOMER for all systems, when they are shipped to the Customer.

Warranty and Upgrade: AWE bundled hardware and software products (AWE products) include a three year coverage period from the date of shipment (Warranty and Upgrade Period). Warranty and Upgrade extensions are available for years 4 and 5. Warranty and Upgrade periods must run consecutively. That is, a year 5 extension may not be purchased without a year 4 extension. The Warranty and Upgrade period cannot exceed (5) years from original date of shipment. Printers & headphones include a limited one year warranty that CANNOT be extended.

Limited Warranty: AWE warrants that hardware will be free of defects in materials and workmanship during the warranty coverage period. The limited warranty also covers malfunctions in the general operation of the AWE product that are not pre-existing in the original educational software titles. AWE's limited warranty covers only those defects that arise as a result of normal use of the product and does not cover any other problems, including those that arise as a result of: (i) External causes such as accident, abuse, misuse, or electrical power problems (ii) Servicing not authorized by AWE (iii) Usage that is not in accordance with product instructions (iv) improper or unauthorized maintenance or modification; (v) using accessories, parts, or components not supplied or supported by AWE; (vi) products for which we have not received payments.

Upgrade: AWE will develop new versions of the Digital Learning System software annually. During the initial three year period, all software updates and two software version upgrades will be standard within the Upgrade Period. Each one-year extension period will entitle CUSTOMER to all software updates and one additional Digital Learning System software version upgrade. During the CUSTOMER's valid warranty and upgrade period, AWE will notify the CUSTOMER, via email, of the availability of new product versions. It is the CUSTOMER's responsibility to inform AWE of any changes to the CUSTOMER contact information. AWE will not be held responsible in the event that CUSTOMER is unable to be contacted because of invalid or outdated contact information. For each new version upgrade the CUSTOMER must review and submit their upgrade request form and the new version(s) will be delivered to CUSTOMER via a product drive upgrade kit that is on loan to the CUSTOMER. Under this process, AWE will ship CUSTOMER a Product Drive containing the New Version for all qualified systems as well as updated documentation. CUSTOMER will have a set period of time to apply upgrades and then return AWE's Product Drive to AWE with the original packing and prepaid return labels included with the kit.

Technical Support: Any questions or issues regarding your Digital Learning System can be reported to our Help Desk by calling (toll free) 1-(866) 463-6357. The Help Desk staff is available Monday – Friday 9am – 5pm to take your call. Support requests can also be made online using the Support Link on AWE's homepage (www.awelearning.com).

Limitation of Liability: AWE warrants that it will perform all services associated with this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the customer under this agreement, neither party will be liable for consequential damages, even if advised of the possibility hereunder.

Liability and Indemnification: AWE shall indemnify defend and hold harmless the CUSTOMER, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of AWE, its officers, employees, agents or sub-contractors (including suppliers).

CUSTOMER shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of CUSTOMER, its officers, employees, agents or sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party.

Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without CUSTOMER's approval to use CUSTOMER's name in its general list of customers.

Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder.

Relationship & Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between CUSTOMER and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, the CUSTOMER and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term: This Agreement shall be effective when signed by both the CUSTOMER and AWE and thereafter remain in effect for such term as is provided in contract.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and Exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly appointed representative as of the day and year on the face of the Agreement.

AWE, Inc. All Rights Reserved

Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013

Phone (610) 833-6400 • Fax (610) 833-6440 • Email: info@awelearning.com • www.awelearning.com

Staff Summary Report

MEETING DATE:	April 8, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (G)
AGENDA TITLE:	Resolution 2014-937 Acceptance of the North Main Corridor Conceptual Design

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approve Resolution 2014-937
SUMMARY BY:	Edward Kotyk

PROJECT DESCRIPTION / FACTS

In August 2013, Russell Engineering along with DHM Design was awarded the RFP to develop a design for the North Main Corridor.

Numerous public meetings and discussions were undertaken to obtain input from citizens and land owners:

- **Landowner Meeting: August 20th, 2013**
RPE and DHM with City Staff met with the adjacent land owners to introduce them to the project and garner general interest in potential development opportunities
- **First Public Workshop: August 20th, 2013**
RPE & DHM present general project scope and generate discussion and feedback with image boards of various built-works with an emphasis on plazas, corridors and trailheads.
- **Founder's Day Walking Tour: September 21th, 2013**
Drew and Craig participate in a walking tour of the project site with Mayor Sally Burbridge, NPS Staff and the public to review the scope and create another opportunity to garner interest and feedback.
- **2nd Public Workshop: November 21th, 2013**
RPE & DHM present initial concepts attempting to incorporate the feedback we received to date via the 1st meeting and website comments. Preliminary corridor alignment options, Plaza concept, trailhead parking and gateway presented.
- **City Council / Staff Presentation: February 20th, 2014**
RPE & DHM present design concepts for review prior to final public meeting to ensure concepts presented will reflect intent and general safety design strategies were discussed as well.
- **3rd & Final Public Workshop: March 5th, 2014**
RPE & DHM present final design concepts with general layout of the corridor, plaza enlargement, trail section and trail head locations.
- **City Commissioner and Council Presentation: March 25th, 2014**
Craig presented PowerPoint presentation given March 5th to new members of commission to bring them up to speed with the project and scope.

PROCUREMENT / PURCHASING (if applicable)

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

SUPPORT DOCUMENTS:

- Resolution 2014-937
- Conceptual

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2014-937
Acceptance of the North Main Corridor Conceptual Design

Aztec North Main Ave Corridor Extension

April 1st, 2014

RE: General Timeline of Public Outreach

Project websites: www.aztecnorthmain.com / <https://facebook.com/aztecnorthmain>

Landowner Meeting: August 20th, 2013

RPE and DHM with City Staff met with the adjacent land owners to introduce them to the project and garner general interest in potential development opportunities

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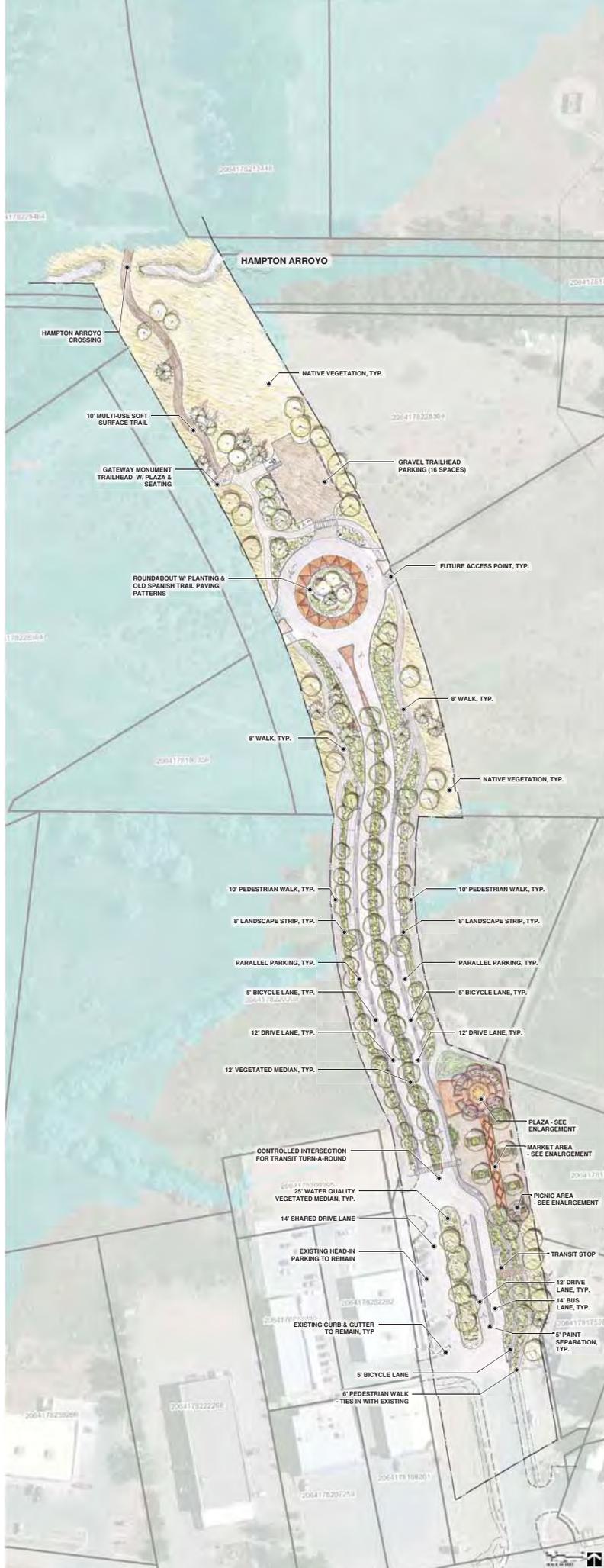
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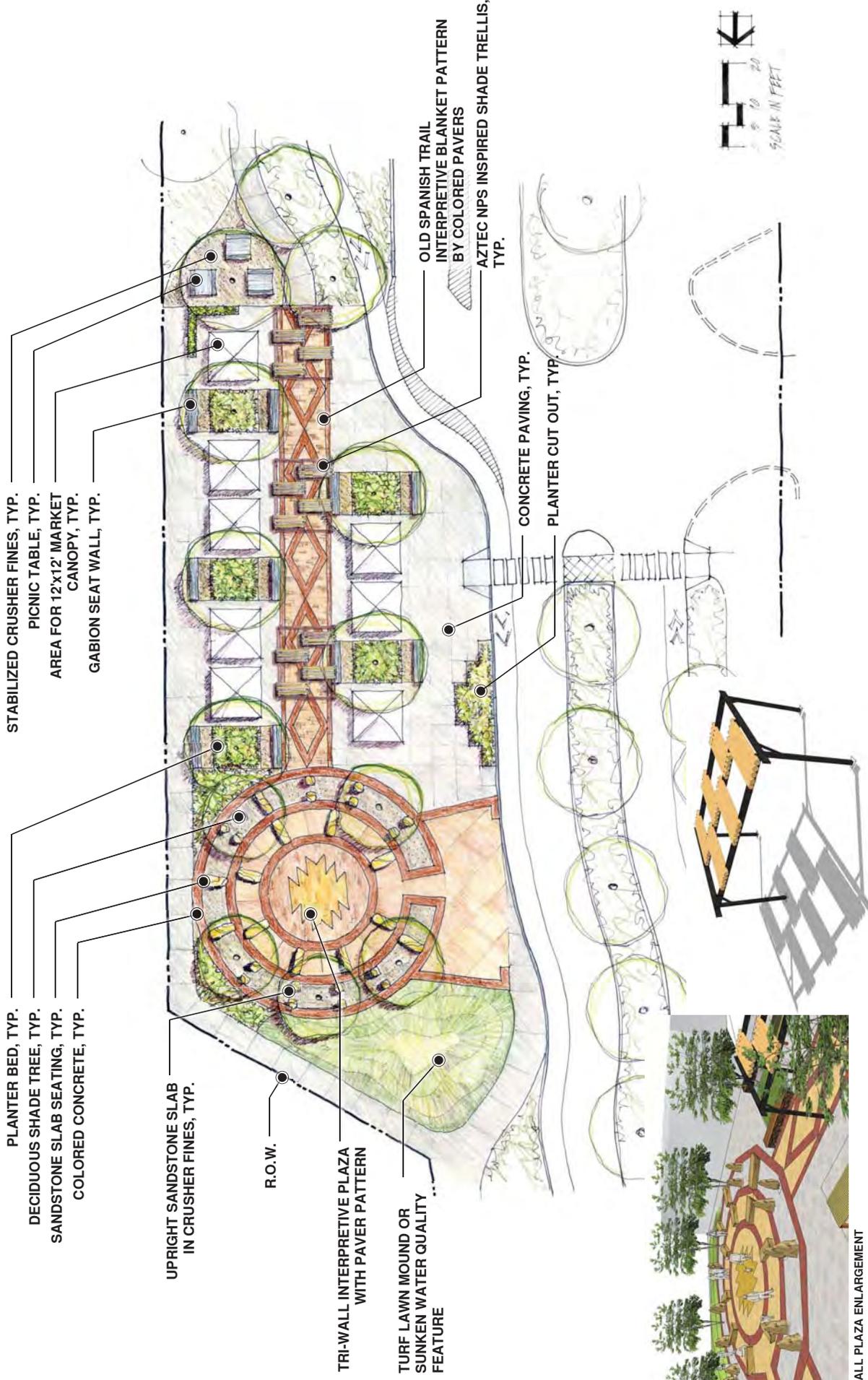
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TRI-WALL PLAZA ENLARGEMENT

AZTEC NORTH MAIN CORRIDOR - PLAZA CONCEPT PLAN 03.05.2014



AZTEC NORTH MAIN CORRIDOR - PLAZA PERSPECTIVE 02.05.2014



Staff Summary Report

MEETING DATE: April 8, 2014

AGENDA ITEM: **VIII. CONSENT AGENDA (H)**

AGENDA TITLE: Nm State Fire Marshal's Office Fiscal Year 2015 Municipal Fire Protection Fund Distribution Application

ACTION REQUESTED BY: Kevin Simpson, Fire Chief

ACTION REQUESTED: Approve Application

SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

- This annual application is required to participate in the distribution of the Fire Protection Fund for the fiscal year 2015.
- This application is due by April 30, 2014.

FISCAL INPUT

- Preliminary information from the NM State Fire Marshal's Office indicates the minimum amount for the 2015 distribution is \$154,169.
- This funding is specific in use of identified in NMSA 59A-53-8; "...maintenance of its fire department, the purchase, construction, maintenance, repair and operation of its fire stations, including substations, fire apparatus and equipment, and the financing or refinancing thereof, the payment of insurance premiums on fire stations, substations, fire apparatus and equipment and insurance premiums for injuries or deaths of firefighters as otherwise provided by law."
- The Fire Department is currently reserving state fire funds to replace the 2000 Pumper.

SUPPORT DOCUMENTS: Application for 2015 Municipal Fire Protection Fund Distribution

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve NM State Fire Marshal's Office Fiscal Year 2015 Municipal Fire Protection Fund Distribution Application

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN MONTOYA
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 BEN L. HALL

CHIEF OF STAFF

S. Vincent Martinez



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

Room 413
800-244-6702 (In-state only)
(505) 476-0174
Fax : (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL'S OFFICE FISCAL YEAR 2015 MUNICIPAL FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2015 fiscal year. The application is due in the State Fire Marshal's Office on or before April 30, 2014.

FIRE DEPARTMENT Aztec

FIRE DEPARTMENT ADDRESS: 201 West Chaco, Aztec, NM 87410

ISO CLASSIFICATION: 4

Approved number of Sub Stations is 1

Station 3 2435 W. Aztec Blvd. Aztec NM 87410

Approved number of Main Stations is 2

Station 2 800 Airport Drive Aztec NM 87410

Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$154,169. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 29, 2014. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2015 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'14 to FY'15. \$ 200,000 - To Award Replacement of 2000 Pump.

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$362,543

The Fire Service Support Bureau of the State Fire Marshal's Office continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
1. Kevin Simpson	KSIMPSON@AZTEC.NM.GOV	505 320-4687
2. Theresa Simpson	TSIMPSON@AZTEC.NM.GOV	505 334-7234

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2014.

Printed Name	and	Signature of Mayor
Kevin Simpson	/S	
Printed Name		Signature of Fire Chief

Staff Summary Report

MEETING DATE: April 8, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (I)
AGENDA TITLE: Carter Pest Control Services Agreement Renewal

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve renewal of Contract
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- The current City of Aztec Pest Control Agreement with Carter Services technically expired on March 26, 2014, and needs to be renewed.
- Carter Services provides pest control for all of the various City building, offices, and shop locations.
- The City is billed on a monthly rate that was determined by Bid #2013-385 awarded by Commission on March 26, 2013.

TECHNICAL INPUT (Supporting Departments)

- Staff has provided feedback to Purchasing in regards to service experience with Carter Services and recommends renewal of their agreement.

PROCUREMENT INPUT (Purchasing)

- Staff requests renewal of the contract in the annual amount of \$4,576.56 (incl. tax)
- This renewal represents the first renewal of a maximum of three under State Procurement. The final term will expire March 2017.
- Staff feels that Carter Pest Control has provided an acceptable service in the past and recommends approval of the renewal of the agreement.

FISCAL INPUT (If applicable, Finance Department)

- **\$4,576.56** Annual commitment - including tax

SUPPORT DOCUMENTS: Agreement with Carter Pest Control Services

DEPARTMENT'S RECOMMENDED MOTION: Move and second to approve renewal of City Pest Control Contract with Carter Services in the annual amount of \$4,272.00 + GRT for an additional one (1) year term.

CONTRACT AGREEMENT
CONTRACT # 2013-385 MONTHLY PEST CONTROL SERVICES
BETWEEN CARTER SERVICES, INC.
AND THE CITY OF AZTEC

THIS AGREEMENT entered into on the 27th day of March, 2014, between the City of Aztec, New Mexico a body corporate and politic, located at 201 W Chaco, New Mexico 87410 (hereinafter referred to as the CITY), and Carter Services, Inc., doing business at PO Box 342, Farmington NM 87499, (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the CITY requires the service of monthly pest control provided for various City buildings, main office located at the City of Aztec Center, 201 W Chaco, Aztec, New Mexico 87410; per Bid # 2013-385; and

WHEREAS, the CONTRACTOR has experience in the business of providing such services and is willing to provide said service for the City locations at the terms and rates specified in this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 **CONTRACT DOCUMENTS**

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

Invitation to Bid including:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Specifications, Contract Plans and Exhibits
- 1.1.g Addenda, interpretations and approved exceptions
- 1.1.h Signed Bid Form, including Proposal Pricing
- 1.1.i Attached Service Location and Fee Schedule

- 1.2 All documents are or will be on file in the office of the Purchasing Department, 201 W Chaco, Aztec, NM 87410.

- 1.3 In the event of a conflict between any of the above documents, the terms of the bid will control unless otherwise noted in this contract.

2.0 **DURATION OF THIS CONTRACT**

- 2.1 The term of this Contract shall be a one year period beginning on March 27, 2014 and continuing through March 26, 2015, representing the first renewal of the contract.

- 2.2 The Contract term is subject to renewal according to the Contract Specifications.

- 2.3 In no event shall the term plus renewals exceed four (4) years. The contract may be subject to three (3) additional twelve (12) month renewal periods. In no event shall the term plus renewals exceed four (4) years.

3.0 BID PRICES

3.1 The Contractor shall provide the required services for the prices quoted in the Contract Specifications. If the City requires additional locations or services above the bid amounts the City will negotiate with the firm an additional monthly amount at that time.

4.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

4.1 If the City is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the City is required to use the services of an attorney, then the City shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the City pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

5.0 SEVERABILITY CLAUSE

5.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

6.0 GOVERNING LAW

6.1 This Contract shall be governed by the laws of the State of New Mexico both as to interpretation and enforcement.

7.0 ENTIRE AGREEMENT

7.1 This Contract contains the entire agreement between the parties.

7.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

CITY OF AZTEC

By: _____
SHERRI SIPE, MAYOR PRO-TEM

CONTRACTOR

By: _____
AUTHORIZED SIGNATURE

TITLE

Staff Summary Report

MEETING DATE: April 8, 2014

AGENDA ITEM: VIII. CONSENT AGENDA (J)

AGENDA TITLE: Parks Department – Mower Purchase

ACTION REQUESTED BY: Finance / Parks Department

ACTION REQUESTED: Approval

SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- The City's Parks Department seeks to purchase a Walker Mower with a 48" deck to replace two failing units within the department.
- The smaller walker mower is an integral piece of equipment used extensively during the spring and summer months by the Parks Department to maintain very small tight areas at the City Hall complex and the Library. The Walker mower is used to fit into the tight small places that our larger mowers will not go.

TECHNICAL INPUT (Supporting Departments)

- The Department currently has two Walker Mowers with 48" decks that are in need of extensive repair to get them in operating condition.
- Over the past couple of years, the current walker mowers have both spent extensive time in service shops waiting to be repaired.
- The Walker mowers are used to maintain small tight areas of turf around the Library and a few other places in City parks where a larger deck mower cannot be easily maneuvered or fit into.
- The Department will trade in both older units and be credited \$1000.00 ea. and purchase one new Walker mower.

PROCUREMENT INPUT (Purchasing)

- Procurement of this item is available through CES (Cooperative Educational Services) of which the city became a member April 26, 2012.
- Cooperative Procurement under is authorized under § 13-1-135 (NMSA 1978).
- The mower is quoted by Mesa Tractor, Inc; however, the purchase will be completed through CES. Not included in the quote, Mesa Tractor has indicated it will allow \$1,000 trade in for each of the old mowers.

FISCAL INPUT (Finance Department)

- Total Purchase Cost:
 - Walker Mower 23hp \$11,256.00
 - Walker Deck 48" Heavy Duty Gearbox: \$ incl
 - Assembly & Delivery: \$ 500.00
 - Trade-In (2 mowers): \$ (2,000.00)
 - **Total:** **\$ 9,756.00**

 - The FY2014 Adopted Budget, General Fund, Parks Department (101-6450-83200) includes \$19,000 specific to this purchase.
-
-

SUPPORT DOCUMENTS: - Mesa Tractor Quote

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve purchase of Walker Mower through CES from Mesa Tractor in the amount of \$12,026.00, not including trade in of old mowers.

Staff Summary Report

MEETING DATE: April 8, 2014
AGENDA ITEM: XI. Business Item (A)
AGENDA TITLE: New Mexico State Land Office Special Use License

ACTION REQUESTED BY: City Staff and NM State Land Office
ACTION REQUESTED: Approve License
SUMMARY BY: Roshana Moojen

PROJECT DESCRIPTION / FACTS

- This license will permit the City to access the New Mexico State Land lease for the purposes of completing a Phase II Environmental Assessment of the historic municipal landfill.
- This land is no longer under lease from the City so a license is required to provide the City and its contractors access to the land.
- The Phase II assessment will begin as soon as the license is approved, the RFP issued, and the bid awarded; this project is a FY14 project.
- The license has been reviewed and approved by the City Attorney.

PROCUREMENT / PURCHASING (if applicable)

- There is no fee for this license.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

SUPPORT DOCUMENTS:

- Special Use License (including Exhibit A)
- Exhibit B (map)

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the license between the Commissioner of Public Lands for the State of New Mexico and the City of Aztec to allow the City to conduct a Phase II Environmental Study of the historic municipal landfill.

**LICENSE BETWEEN THE
COMMISSIONER OF PUBLIC LANDS FOR THE STATE OF NEW MEXICO AND
THE CITY OF AZTEC**

I. GRANT

This License is issued under the authority of NMSA 1978, § 19-1-2. In consideration of and subject to the terms, covenants, conditions, obligations, and reservations contained herein, and all other existing rights and regulations, the New Mexico Commissioner of Public Lands ("Grantor") grants to the City of Aztec ("Grantee") permission to use the state trust land described below ("the Premises") for the term and the purpose described herein.

This grant is subject to all valid existing rights in the Premises, including rights and reservations of record at the State Land Office, at a local government, or at any other applicable governmental body.

Nothing contained herein shall limit Grantor's right to sell or exchange the Premises during the term of this License.

II. TERM; LAND DESCRIPTION

Commencing on the date of execution by Grantor shown below, this License is granted for a term of one (1) year ("the Term") to use the state trust land described in Exhibit A, and depicted as "Tract A" and "Tract C" (labeled "Portion incorporating 'Old Dump'") on Exhibit B to this License.

This License ends on midnight one (1) year from the date of execution by Grantor unless earlier canceled or relinquished as provided herein.

III. CONSIDERATION

In consideration for the right to enter upon the Premises as granted herein, Grantee will share with Grantor all data, reports, or other information that may result from the activities permitted by this License. Grantee will submit all data to: Tom Leatherwood, New Mexico State Land Office Commercial Resources Division, P.O. Box 1148, Santa Fe, New Mexico 87501-1148.

IV. PERMITTED USE; PERSONNEL, EQUIPMENT AND MATERIALS; ACCESS

A. Permitted Use; No Disturbance of the Premises

Grantee is permitted to use the Premises solely for the purpose of:

Conducting an environmental study. This includes authorization to collect samples of soil, groundwater, or other materials on the Premises to the extent necessary to conduct a Phase II Environmental Site Assessment.

B. Personnel, Equipment, and Materials to Be Present on the Premises

The only persons who may use the Premises pursuant to this License are (1) Grantee, (2) such employees, contractors, subcontractors, and agents as are necessary to carry out the Permitted Use. There are no third party beneficiaries of this License. The only equipment and materials allowed on the Premises pursuant to this License are those as are necessary to carry out the Permitted Use.

C. Access

This License does not allow access across private lands, or to any state trust land other than that described in Exhibit A, except for such state trust lands as may be reasonably necessary to cross for the purposes of accessing the Premises.

V. COVENANTS, RESTRICTIONS, AND RESERVATIONS

A. Reservations

Grantor reserves the right to grant leases, rights-of-way, easements, permits, exchange agreements, sale agreements, and other rights on or across the Premises, including but not limited to any such rights for the exploration, development, and production of geothermal resources, oil and gas, sand, gravel, coal, shale, clay, rock, building stone or materials, potassium, sodium, phosphorus, salt, or any other minerals or deposits of whatsoever kind located in, under, or upon the Premises. If such are granted, Grantee shall exercise due care not to interfere with the use granted, and shall comply with all laws, rules, and regulations applicable to such grants.

B. Amendment

This License shall not be altered, changed, or amended except by a written instrument executed by Grantor and Grantee.

C. Preservation and Reclamation

Grantee shall preserve and protect the natural environment of the Premises and shall reclaim any areas of the Premises disturbed by Grantee's use so as to return disturbed areas to their natural state, unless otherwise authorized in writing by Grantor.

Grantee's reclamation shall apply soil and water conservation practices deemed by Grantor necessary to protect the Premises from pollution, erosion, or other environmental degradation, and, where appropriate, use re-vegetation to establish suitable grasses and forbs.

Grantee shall remove from the Premises no later than the end of the term all equipment, materials, trash, waste, effluent, or other products used or brought upon the Premises.

Grantee shall not damage the property, or interfere with the operations or rights, of any State Land Office lessee, right-of-way holder, easement holder, or other grantee who has rights to use the Premises.

This Section V(C) survives the Term of this License.

D. Compliance with Laws

In all matters affecting the Premises or operations thereon, Grantee, its employees, agents and contractors, shall comply with all laws, regulations, rules, ordinances and requirements of any governmental authority that may be enacted or promulgated, including but not limited to State Land Office regulations; the New Mexico Cultural Properties Act, NMSA 1978, §§ 18-6-1 through -17, and regulations enacted pursuant to it; the New Mexico Pipeline Safety Act, NMSA 1978, §§ 70-3-11 through -20, and regulations enacted pursuant to it; and laws governing land use, environmental protection, hazardous materials, threatened or endangered species, conservation, fire, water, sanitation, health and safety, and aesthetics.

E. Improvements

No improvements shall be placed on the Premises without the Grantor's prior written consent.

F. Hold Harmless; Insurance

Grantor shall be considered non-possessory and shall have no role in or liability for Grantee's activities or operations under this License. In entering this License, Grantor has relied upon Grantee's status as a governmental entity. Grantor and Grantee shall each be solely responsible for any liability incurred as a result of their respective acts or omissions in connection with this License and those of its respective directors, officers, employees, agents, or contractors, subject to any otherwise available defense or limitation of liability. Liabilities of Grantor or Grantee are subject to the terms of the New Mexico Tort Claims Act (the "TCA"), NMSA 1978, § 41-4-1, et seq. Nothing in this License is intended to be a waiver of any constitutional, statutory, or common-law sovereign immunity. So long as this License is in effect, and for so long thereafter as its actions pursuant to this License or its reclamation obligations hereunder have effect, Grantee shall provide coverage adequate to insure its liability exposure under the TCA, and any amendments to the TCA. Grantee's insurance carriers shall be in good standing,

adequately underwritten, and duly licensed to issue insurance policies in New Mexico. Grantee shall provide Grantor with proof of insurance upon demand by Grantor. This Section V(F) survives the Term of this License.

G. Cancellation by Grantor

Grantee's violation of any of the terms, conditions, or covenants of this License, or of any applicable law, shall, at the option of Grantor, be considered a default and shall result in the License's cancellation thirty (30) days after Grantee has been sent written notice of such. Grantor shall be entitled to recover from Grantee compensation for all damages and costs caused by Grantee's default and all reasonable costs and expenses Grantor incurs in securing its remedies. Grantor likewise shall have all other remedies available at law or equity in the event of a default by Grantee. Grantee also reserves the right to cancel this License at any time with thirty (30) days' notice, and without a default by Grantor; however, in the event of cancellation without default, Grantee shall have no liability for any costs or expenses.

H. Cancellation

The violation by Grantee of any of the terms, conditions, or covenants of this License shall, at the option of Grantor, be considered a default and shall cause the cancellation of this License 30 days after Grantee has been sent written notice of such.

I. Severability

In the event that any provision of this License is held invalid or unenforceable under applicable law, this License shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

J. Applicable Law and Venue

The laws of the State of New Mexico shall govern this License, without giving effect to the conflict of law provisions of the State of New Mexico. Grantee consents to venue and jurisdiction in the First Judicial District Court in and for the County of Santa Fe in any action relating to this License or its subject matter.

K. Hazardous Materials

Grantee shall not cause or permit any Hazardous Material to be generated, stored, transported, handled or disposed of in, on, or under the Premises without Grantor's prior written approval. Grantee shall be solely liable for all damages, costs, or claims (including attorneys' fees) arising from or in connection with activities caused or permitted by Grantee, or regarding which Grantee knew or should have known, involving Hazardous Materials during the Term of this License.

If accidental discharge, release, spill, fire, or any other event having environmental consequence occurs, Grantee shall notify Grantor at the same time and in the same manner as Grantee is required to notify the federal, state, or local agency having

responsibility for enforcing compliance with environmental law, regulation, or policy. Grantee shall, upon request, allow Grantor access to all reports, documents, test data, and other material provided by Grantee to, or received by Grantee from, a governmental agency having responsibility for enforcing compliance with environmental laws.

In the event Grantor is required to incur any cost or expense to enforce the provisions of this Section M, including but not limited to consultants, engineers, soil, air or water sampling, and attorney's fees and costs, Grantee shall be liable for and reimburse Grantor for said costs and expenses.

This Section V(K) survives the Term of this License.

L. Assignment

This License may be assigned only with the prior written approval of Grantor, upon such terms and conditions as Grantor may prescribe.

M. Condition of the Premises

Grantee is responsible for performing its own due diligence, including verifying any valid rights, encumbrances, reservations, or restrictions of record affecting the Premises.

Grantee enters into this easement based on Grantee's own inspection of, and judgment regarding, the Premises in its "as is" condition, including the environmental condition of the Premises. Grantee understands that Grantor makes no representations or warranties with regard to the condition of the Premises or its suitability for any particular use.

N. No Waiver by Grantor

No employee or agent of Grantor has the power, right, or authority to orally waive any conditions, covenants, or agreements of this License, and no waiver by Grantor of them shall be effective unless in writing and executed by Grantor.

Grantor's waiver of Grantee's breach or default of any of the terms, conditions, or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Grantee.

The failure of Grantor to enforce at any time any of the terms, conditions, or covenants hereof or to exercise any option herein provided, or to require at any time performance by Grantee of any of the terms, conditions, or covenants hereof shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this License or any part thereof, or Grantor's right to thereafter enforce each and every such term, condition, and covenant.

Grantor's approval of any assignment shall not be construed as a waiver of his right, in

his sole discretion, to refuse to give approval to any other assignment.

O. Scope of License

This License incorporates all the agreements, covenants, and understandings between Grantor and Grantee concerning the subject matter hereof and all such agreements, covenants, and understandings are merged into this written License. No prior agreement or understanding between Grantor and Grantee shall be valid or enforceable unless expressly embodied in this License.

P. No Joint Venture

Grantor is not and will not be construed or held to be a partner, joint venturer, or associate of Grantee in the conduct of the business of Grantee. Grantor will not be liable for any debts incurred by Grantee in the conduct of Grantee's business. The relationship between Grantor and Grantee is, and remains, solely that of Grantor and Grantee.

Q. Counterparts

This License may be executed by the parties in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute a single binding License between the parties.

R. No Grantor Personal Liability

In the event of a court action, Grantee shall not seek damages from Grantor or any employee of the State Land Office or the State of New Mexico in an individual capacity.

S. Notices

Written notice by registered or certified U.S. Postal Service, return receipt requested, or delivered by reputable overnight courier, return receipt of tracking system, to the addresses of the party hereunder shall constitute sufficient notice to comply with the terms of this License. Notice will be deemed effective upon delivery. Either Grantor or Grantee may change its respective address as provided in this Section effective three (3) business days after giving written notice of the change to the other as provided in this License. The Addresses for notice are:

FOR GRANTOR:
New Mexico Commissioner of Public Lands
310 Old Santa Fe Trail
Santa Fe, NM 87501
Attn: Assistant Commissioner, Commercial Resources Management Division

And

New Mexico State Land Office
Office of the General Counsel
310 Old Santa Fe Trail
Santa Fe, NM 87501

FOR GRANTEE:

IN WITNESS WHEREOF, the Parties have executed this License as of the date set forth below.

GRANTOR:

New Mexico Commissioner of Public Lands

Ray Powell, M.S., D.V.M.

Date: _____

COMMISSIONER'S SEAL:

GRANTEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

State of _____
County of _____

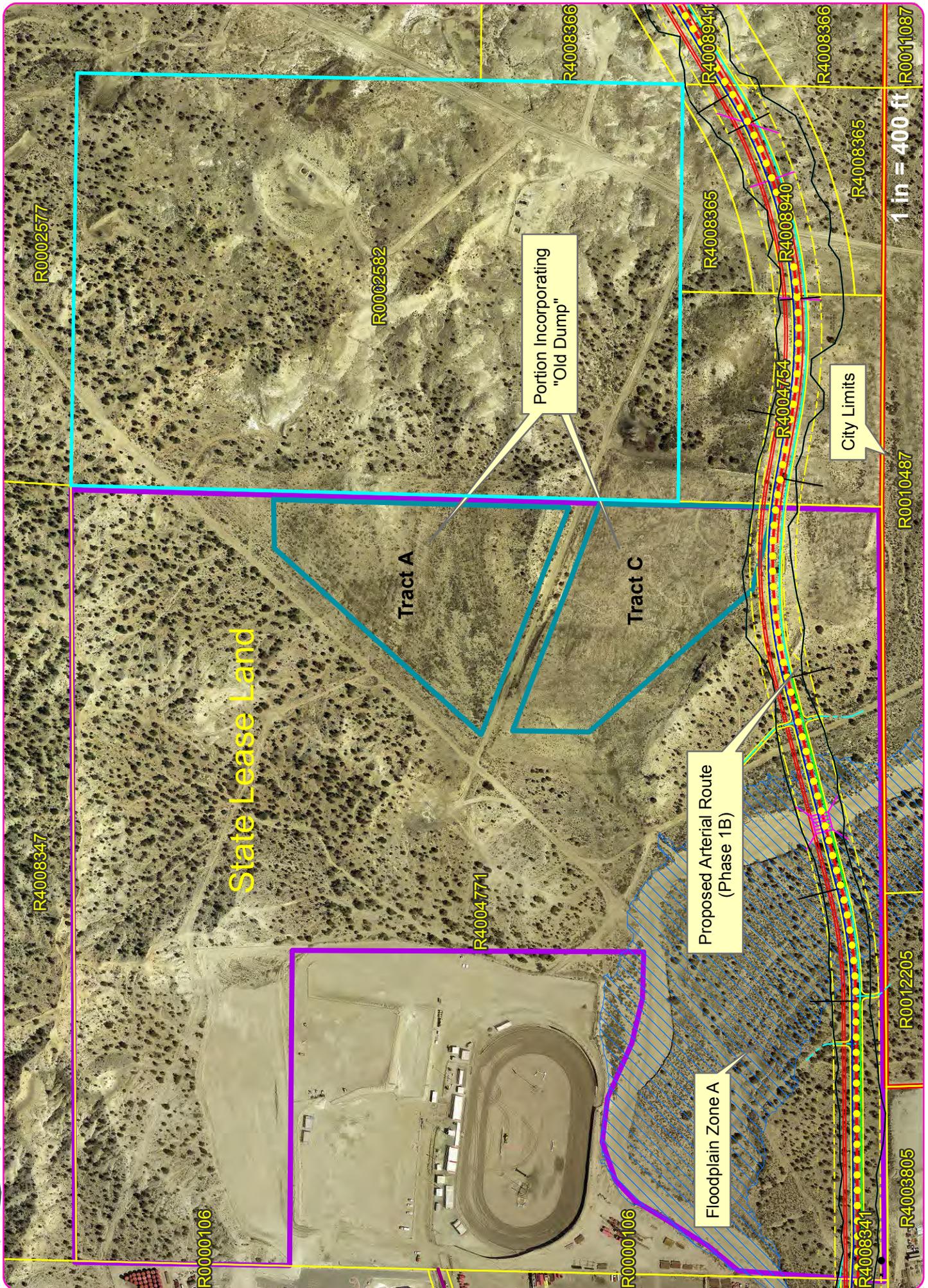
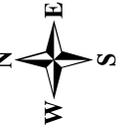
This instrument was acknowledged before me on _____ (date) by
_____ (name) as _____ (title) of
_____ (name of party on behalf of whom instrument is
executed).

Exhibit A

T30N R11W, Section 16, SE ¼



"EXHIBIT B" State Lease Land - Updated 07-18-2012



Staff Summary Report

MEETING DATE:	April 8, 2014
AGENDA ITEM:	XII. LAND USE HEARING (A)
AGENDA TITLE:	BP America Storey B LS 1A - Major Work

ACTION REQUESTED BY:	BP America Production Company. – Jerry Van Riper
ACTION REQUESTED:	Approve Permit to Add a Compressor to the Site
SUMMARY BY:	Roshana Moojen

PROJECT DESCRIPTION / FACTS

1. BP America Production Company has submitted an Oil and Gas Permit Application to add a 41 horsepower gas compressor to the BP America Storey B LS 1A well in T30N, R11W, City of Aztec, San Juan County, New Mexico.
2. Well Site project is located within the City limits of Aztec on City property between the Ancient Trails Subdivision and Tiger Park.
3. The existing access road will be used for the improvement work and no new surface disturbance is proposed to access the site.
4. The Plan Application review resulted in the City submitting the following changes to BP America:
 - a. Visual mitigation is required (i.e. privacy fencing)
 - b. Sound barriers are required
 - c. An electric compressor will be required (in lieu of a gas compressor)
 - d. The access road must be watered during construction

SUPPORT DOCUMENTS:	1. Permit Application with supporting documentation
---------------------------	---

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Oil and Gas Permit Application for the addition of a 41 horsepower compressor to the BP America Storey B LS 1A with the following conditions of approval: (1) permanent privacy fencing must be installed, (2) permanent sound barriers must be installed, (3) an electric compressor must be installed, and (4) the access road must be watered at all times during construction work.



BP America - Storey B LS 1A



-  FloodZone
-  AE
-  A
-  AssessorPublicInfo
-  D
-  Property under review
-  AztecCityLimits

1 in = 400 ft

Contact Michelle Morgan
505-334-7604
Date: 3/18/2014

This document/map is used for informational purposes only. This document/map and the information contained herein is provided as is and the City of Aztec does not warrant that the document/map or the information will be error-free.

Permit #: 2014-021

Date Started: 2/19/14 Date Finalized:

COA#: 75



**CITY OF AZTEC
OIL & GAS APPLICATION**

**(APPLICATIONS ARE VALID FOR 90 DAYS FROM DATE OF SUBMISSION)
NEW WELL SITES AND MAJOR MAINTENANCE WORK REQUIRE COMMISSION
APPROVAL; APPLICATIONS FOR SUCH APPROVAL MUST BE SUBMITTED A
MINIMUM OF 21 DAYS BEFORE THE SCHEDULED COMMISSION MEETING.**

APPLICANT CONTACT INFORMATION	
Name of Operator:	BP America Production Company
Address:	200 Energy Court, Farmington, NM
Contact Name:	Jerry Van Riper
Phone:	505-326-9214
Email:	Jerry.VanRiper@BP.com
Name of Off-set Lease/Owner(s):	Burlington Resources
WELL INFORMATION	
Name:	Storey B LS 1A
API #:	3004523381
Type of Lease:	Oil and Gas
Lease Number:	SF 078138
Depth:	5154'
Formation:	PC/MV
Location:	NESE Sec 11-30N-11W
Type of Work:	Add Compressor
Contractor:	Cross fire
Proposed Work Dates:	Within 90 days of approval
WELL SITE INFORMATION	
Address:	1399 1200 Old Spanish Trail
Tax ID:	R0010091
Parcel Size (acres):	434.7 Acres
Zone District:	Current Use:
Flood Plain:	<input type="checkbox"/> YES <input type="checkbox"/> NO SFHA Zone:
Well Pad Area (sqft):	Existing Pad Area: 44,840
	New Pad/ Expansion: 0
	Total Pad Area: 44,840
Setbacks:	Building:
	Arroyo:

**PERMIT FEES ARE DUE AT TIME OF APPLICATION;
additional fees may be assessed at time of permit approval.**

THIS IS AN APPLICATION AN OFFICIAL LAND USE PERMIT WILL BE ISSUED BY THE CITY OF AZTEC ONCE THIS APPLICATION IS REVIEWED AND APPROVED	
CITY OF AZTEC USE ONLY	
PERMIT FEES	
Admin. Fee	\$
Permit Fee	\$
Electric Fees	\$
GRAND TOTAL	\$
THE FOLLOWING ITEMS MUST BE COMPLETED BY APPLICANT ONCE LAND USE PERMIT IS ISSUED	
Arrange City Utility Inspections/Connections	_____
County Building Permit	_____
One Call (811)	_____
Install Address Numbers	_____
CITY COMMENTS	
Meets SB:	
Meets Height:	
Zone Compliance:	
Visual/Weed Mit.:	
Noise Mit.:	
Fencing:	
Dust/Access Mit.:	
Wetlands:	
EPA CGP:	
NM OCD:	
USACE:	

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FEB 19 2014

CITY OF AZTEC January 2014
COMMUNITY DEVELOPMENT

Permit #:

Date Started:

Date Finalized:

COA#:

WELL SITE INFORMATION, Cont.				
Compressors:		No.	Horse Power	Gas/ Electric
	Existing:			
	New:	1	41	GAS
	Total:	1	41	GAS

Features	Existing	New	Removed
Meter House:	1		
Separators:	1		
Valves:			
Evaporative Tanks:	1		
Production Tanks:	1		
Reserve Pits:			
Pump Jacks:	1		
Sound Enclosures:			

ATTACHED DOCUMENTATION (AS REQUIRED)
Consult the Community Development Dept. for Guidance

DOCUMENTATION ITEMS	YES	NO	N/A
Owner Verification			
Detailed Site Map	✓		
Weed/Vegetation Plan			
Electrical Load Calculation			✓
Visual Mitigation Plan			
Wildlife Mitigation Plan			
Noise Mitigation Plan			
Dust/Access Mitigation Plan			
Certificate of Insurance	on file		
Copy of Original Lease	✓		
Surface Damage/ROW Agreement			✓
APD Sundry Notice			✓
C-144			✓
Elevation Certificate			
Land Use Hearing Application (Variance, etc.)			
Business License Application			

CITY STAFF APPROVAL	
Community Development	_____
Electric Dept.	_____
Utility Office	_____
Public Works Dept.	_____
Floodplain Management	_____
Storm Water Mgmt.	_____
Parks and Recreation	_____
Addressing	_____
Police Dept.	_____
Fire Dept.	_____
City Commission	_____

APPLICANT SIGNATURE
I, <u>JERRY VAN RIJSEL</u> , representing <u>BP America Prod. Co.</u> , hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, sketches, and/or plans submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec. Signature: <u>J. D. Van Rijse</u> Date: <u>2/19/14</u>

City of Aztec
Oil and Gas Permit Application
Checklist for well site: **Storey B LS 1A**
Date: 2/14/14

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FEB 19 2014

CITY OF AZTEC
COMMUNITY DEVELOPMENT

Site Plan:

- There are two site plans included in this packet. One for the well site as it is currently designed and another showing the requested modifications for the well site.

Location/Vicinity Map

- Included in the packet

Vegetation Plan

- The well site is chain link fenced for safety and security purposes. The fenced area will be kept weed free.

Visual Mitigation Plan

- This is an existing well site which is chain link fenced and securely locked. There are no additional visual mitigation plans for the well site.

Wildlife Mitigation Plan

- The location is chain link fenced to protect the public and wildlife.
- All pits and tanks are covered.
- Exhaust stacks have bird screens installed on them.

Noise Mitigation Plan

- A hospital grade muffler will be installed on the compressor engine.
- The nearest occupied dwelling is 2100' away. Sound walls are not required.

Dust Mitigation Plan

- This well site modification should not cause dust. If dust is observed during construction activities, the road will be watered to keep dust down.

Performance Standards List

- The well site meets all performance standards.

Certificate of Insurance

- On file at the City of Aztec.

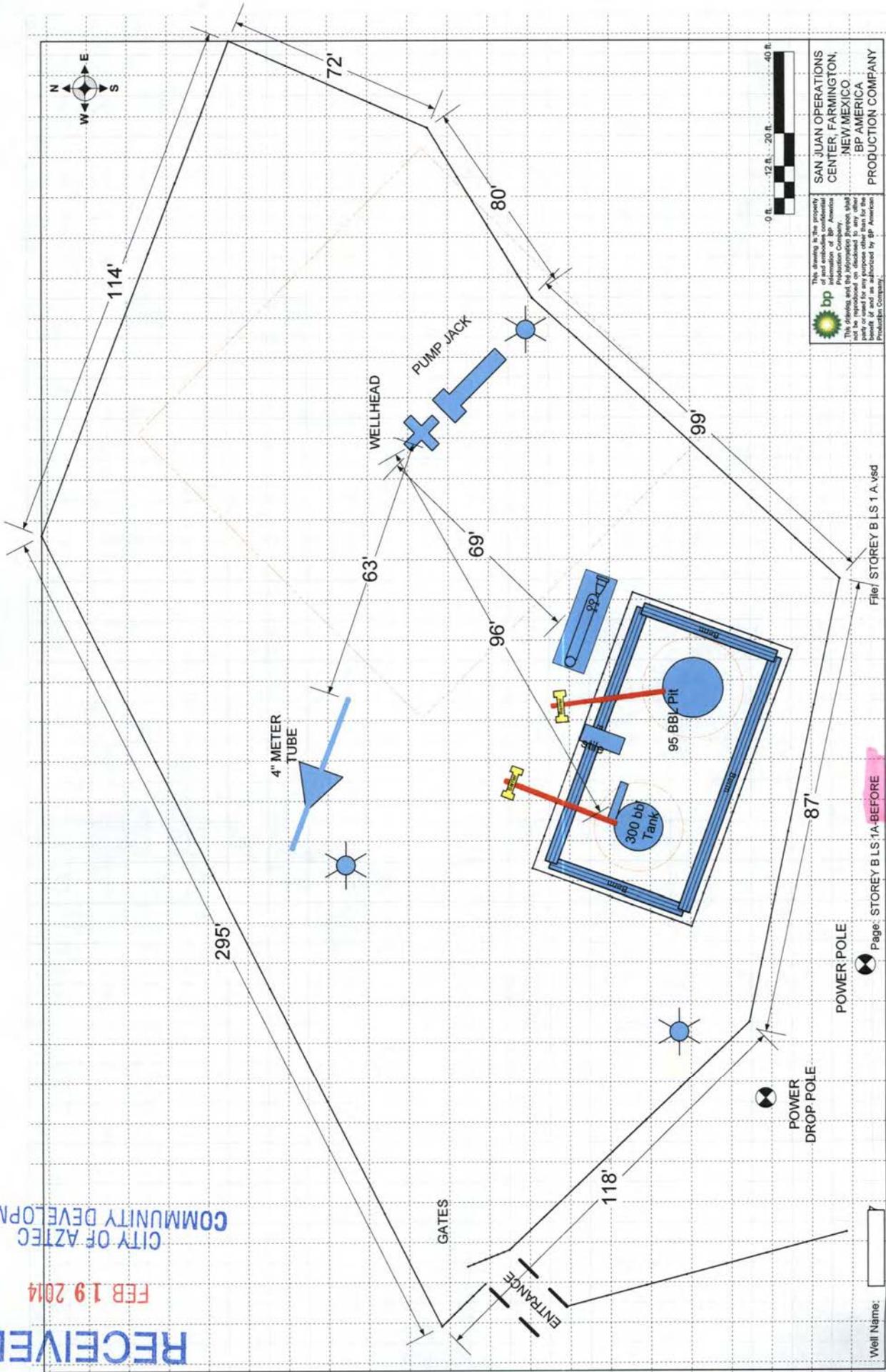
Copy of APD or Sundry

- This is an existing gas well; as such neither is required for this well site modification.

CITY OF AZTEC
COMMUNITY DEVELOPMENT

FEB 19 2014

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0 ft 12 ft 20 ft 40 ft

bp
The drawing is the property of the author and is not to be reproduced without the written consent of BP American Production Company.
The drawing and the information thereon shall not be used for any purpose other than for the benefit of and as authorized by BP American Production Company.

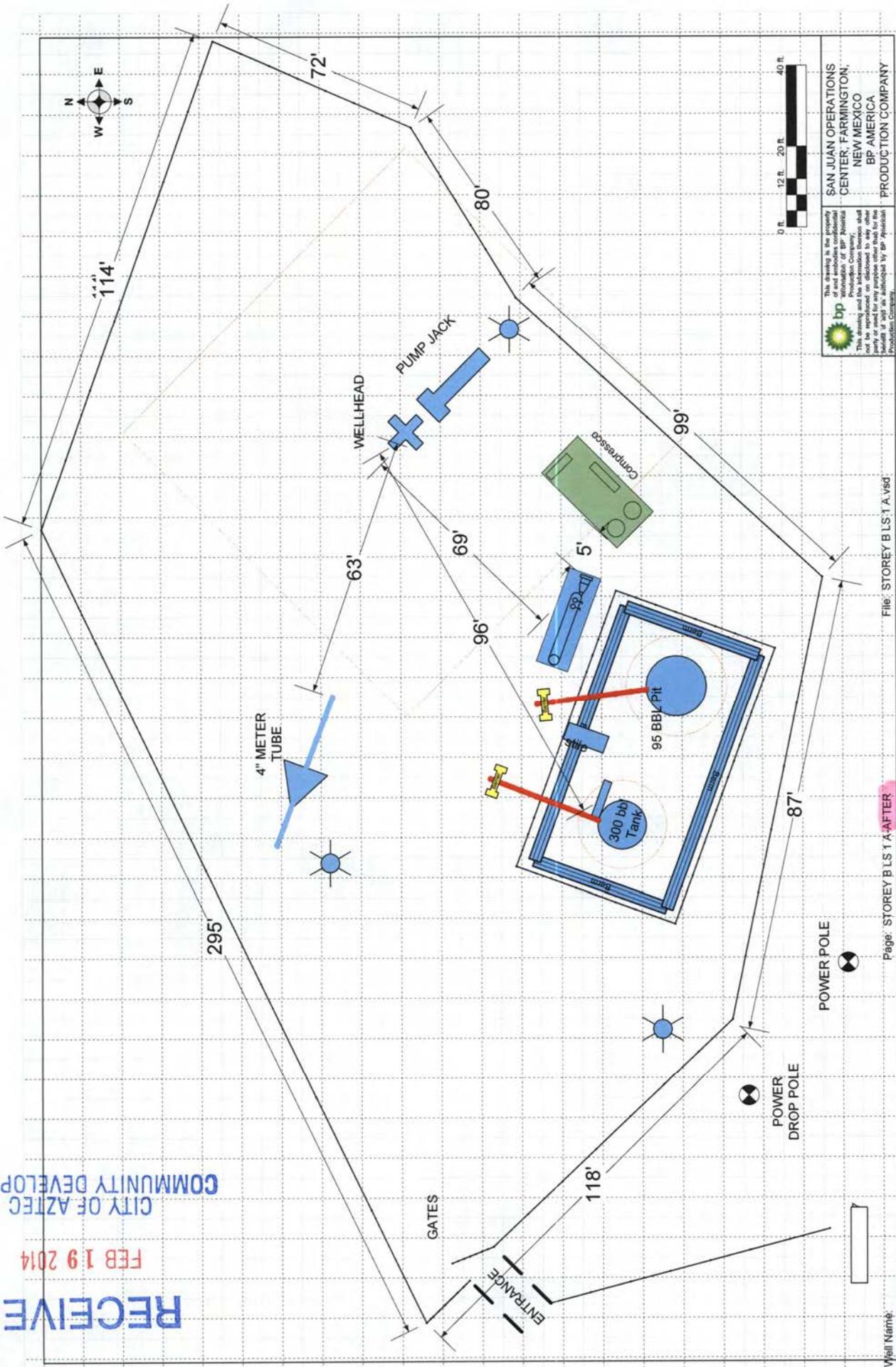
SAN JUAN OPERATIONS
CENTER, FARMINGTON,
NEW MEXICO
BP AMERICA
PRODUCTION COMPANY

File: STOREY B LS 1 A.vsd

Page: STOREY B LS 1A-BEFORE

Well Name:

RECEIVED
FEB 19 2014
CITY OF AZTEC
COMMUNITY DEVELOPMENT



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bp AMERICA
SAN JUAN OPERATIONS
CENTER, FARMINGTON,
NEW MEXICO
BP AMERICA
PRODUCTION COMPANY

File: STOREY B L S T A.vsd

Page: STOREY B L S T A-AFTER

Well Name:



STOREY B L S 6

STOREY B

STOREY B L S 1A

STOREY B L S 5

STOREY B 1M

STOREY B L S 4

STOREY B L S 002

STOREY B L S 8

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CITY OF AZILEO
COMMUNITY DEVELOPMENT

FEB 19 2014



STOREY B LS 1A

Form 4-218
August 1948

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Santa Fe, N M

FEB 19 2014

Serial 078158

(Noncompetitive)

CITY OF AZTEC
COMMUNITY DEVELOPMENT

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF
FEBRUARY 25, 1920, AS AMENDED

JUN 1 1949

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the
day of _____ by and between the UNITED STATES OF AMERICA, through the
Bureau of Land Management, party of the first part, and

Elmer E. Elliott, R. F. D., Santa Maria, California,

party of the second part, hereinafter called the lessee, under, pursuant, and
subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437),
as amended, hereinafter referred to as the act, and to all reasonable regulations
of the Secretary of the Interior now or hereafter in force when not inconsistent
with any express and specific provisions herein, which are made a part hereof,
WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and
royalties to be paid, and the conditions and covenants to be observed as herein set
forth, does hereby grant and lease to the lessee the exclusive right and privilege
to drill for, mine, extract, remove, and dispose of all the oil and gas deposits
except helium gas in or under the following-described tracts of land situated in ~~the~~
Section

T. 30, N., R. 11, W., NMPM., New Mexico.

- | | |
|--|---|
| Sec. 5, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$; | Sec. 20, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$; |
| 7, N $\frac{1}{2}$ NE $\frac{1}{4}$; | 21, SE $\frac{1}{2}$ SW $\frac{1}{4}$; |
| 11, E $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$; | 22, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$; |
| 14, S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$; | 23, S $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$; |
| 15, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$; | 28, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$; |
| 19, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$; | 29, W $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$; |

containing 2,560.00 acres, more or less, together with the right to construct and
maintain thereupon all works, buildings, plants, waterways, roads, telegraph or
telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other struc-
tures necessary to the full enjoyment thereof, for a period of 5 years, and so long
thereafter as oil or gas is produced in paying quantities; subject to any unit
agreement heretofore or hereafter approved by the Secretary of the Interior, the
provisions of said agreement to govern the lands subject thereto where inconsisten-
cies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition
for the issuance of this lease. (2) If the lease is issued noncompetitively, to
furnish a bond in a sum double the amount of the \$1 per acre annual rental, but not
less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased
land within the geologic structure of a producing oil or gas field. (3) To furnish
prior to beginning of drilling operations and maintain at all times thereafter as
required by the lessor a bond in the penal sum of \$5,000 with approved corporate
surety, or with deposit of United States bonds as surety therefor, conditioned upon
compliance with the terms of this lease, unless a bond in that amount is already
being maintained or unless such a bond furnished by an approved operator of the
lease is accepted.

nm 16

(1)

16

16-00703-8

71897

5/4/20

8

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a \$1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

(b) Cooperative or unit plan.—Within 30 days of demand, or if the land is within an approved unit plan, in the event such a plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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(f) Statements, plats, and reports.—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands and a report with respect to stockholders, investment, depreciation, and costs.

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

(j) Diligence—Prevention of waste—Health and safety of workmen.—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) Taxes and wages—Freedom of purchase.—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Reserved or segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved—Easements and rights-of-way.—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

(c) Monopoly and fair prices.—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) Taking of royalties.—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

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(f) Casing.—All rights pursuant to section 40 of the act to purchase casing and lease or operate valuable water wells.

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress)—all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

SEC. 4. Drilling and producing restrictions.—It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By *J. F. [Signature]*
Manager, District Land Office

Corat K. Glavin
Orcutt Calif

[Signature]
Witnesses to signature of lessee.
Chino Calif

Edmund E. Elliott

Lessee.

U. S. GOVERNMENT PRINTING OFFICE 16-50705-2

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CITY OF AZTEC
COMMUNITY DEVELOPMENT

54-30-2

San Juan County Assessor's

- NEW SEARCH
- PRINT THIS PAGE
- HOME
- TAX CALCULATOR

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FEB 19 2014

CITY OF AZTEC
COMMUNITY DEVELOPMENT

San Juan County Assessor Property Display for Account #: R0010091

Property Owner(s)

AZTEC CITY OF

201 W CHACO
AZTEC, NM 87410

Physical Address: 1300 OLD SPANISH TRL AZTEC

MAP PARCEL

Taxing District: 2IN

Mill Rate: 0.032781

Acres: 434.7043

of Bldgs: 1

CLICK FOR MORE PHOTOS (IF AVAILABLE)

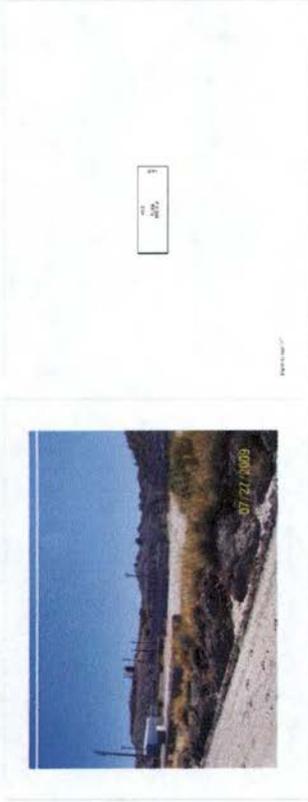
Photo Sketch

Property Value Information

	2013	2014
Gross Assessed		Available by April 1, 2014
Net Assessed		Available by April 1, 2014
Exemptions		Available by April 1, 2014

San Juan County Assessor's Taxable Value	Available by April 1, 2014
Taxes:	0.00

Property Information	
Tax ID:	R0010091
Type:	Exempt
Parcel Number:	2062178235146
Business Name:	
Manufactured Home VIN:	



Last Records	
Book:	536
Page:	163
Doc Date:	

Legal

The legal description below should not be used to convey property

Section	Township	Range	QTR	QTRQTR
11	30	11	S/2	

Subdivision				
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Sub Division Legal	Lot	Block
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Account Exemptions

Account Additions

San Juan County Assessor's

Building Details

EXPORT

Bldg#	Built AS	Type	Year Built	SQFT	Stories
1	Farm Utility Building	Out Building	2008	560	1.00

Personal Property Details

Acct #	Type	Quantity	Description
NO DATA AVAILABLE			

TY OF AZTEC CI
 02/19/2014 09:50 CD
 CM DEV OIL & GAS PERMITS
 U-A191358 AMOUNT
 FMSD CM DEV OIL & GAS PERMI 500.00
 PAYMENT RECEIVED AMOUNT
 CHECK: 8802102774 500.00
 TOTAL 500.00

TY OF AZTEC CI
 02/27/2014 10:02 CD2
 BP AMERICA PROD CO
 U-B059926 AMOUNT
 FMSD BP AMERICA PROD CO 10.00
 PAYMENT RECEIVED AMOUNT
 CHECK: 802123204 10.00
 TOTAL 10.00

that a Roadway Access Easement Agreement was recently made between the City of Aztec and ConocoPhillips, which grants right-of-way access to this location.

MOVED by Commissioner Sipe , SECONDED by Commissioner Current, to Move to Approve the Oil and Gas Permit Application for a site upgrade for the Pubco Federal Gas Com 1F.

All Voted Aye: Motion Passed 4-0.

G. Oil & Gas Permit: BP America - Storey B LS 1A

BP America Production Company has submitted an Oil and Gas Permit Application to upgrade by adding a pumping unit with a gas driven engine on an existing well, Storey B LS 1A, located in Section 11, T30N, R11W, City of Aztec, San Juan County, New Mexico. Roshana Moojen, stated that the Community Development Department has no issues with this Business Item's Approval.

MOVED by Commissioner Sipe , SECONDED by Commissioner Clover, to Move to Approve the Oil and Gas Permit Application to upgrade the existing well site for the Storey B LS 1A with a pumping unit.

All Voted Aye: Motion Passed 4-0.

H. Amendment to Resolution 2012-889 Public Infrastructure Improvements for Presidential Hospitality, LLC. Project

Roshana Moojen, Community Development Director, stated that this will be a Commercial Sub-Division with a series of developments. She also said that Staff has met on-site with a City Engineer. She has consulted with City Attorney, Larry Thrower, and he has reviewed the Sub-Division Regulations. According to Larry, the developer will not have to go through the entire sub-division process. This Item also calls for the addition of the construction of a new city street (including a cul-de-sac) that will provide access from Pepsi Way to the new development. Roshana stated that City Staff proposes this as a city project as part of the incentive package. The street will be approximately 230 feet and will end in a cul-de-sac, which will then have access points to the individual developments. Mayor Burbridge questioned the idea of a cul-de-sac in a commercial setting. Doug Mize of Souder-Miller and Associates reassured the Mayor that there will only be two access points coming off of the cul-de-sac. Kathy Lamb, Finance Director, also answered questions regarding the budget on this Business Item.

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sherri Rogers

A desirable place to live, work and play; rich in history and small town values!

PUBLIC NOTICE

March 20, 2014

Re: Oil and Gas Permit Request API # 30-045-23381 Section 11, T30N, R11W

Dear Property Owner:

BP America Production Company has made a request to the City of Aztec Community Development Department for an Oil and Gas Permit to allow for the addition of a 41 hp Gas powered Compressor to an existing well location at Section 11, T30N, R11W, called the Storey B LS 1 A. Our records indicate you currently own a parcel of property within 400 feet of the well head location.

The City Commission will hear this request during a public meeting to be held on **Tuesday, April 8, 2014 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM**

The public is requested to contact Community Development via phone at 505-334-7604 or email at mmorgan@aztecnm.gov to provide support or concerns regarding this request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

Community Development will be creating a staff summary for Commission to provide them with additional information on this well request. This summary will be available to the public on the City of Aztec website at this location: http://www.aztecnm.gov/agendas/ccm_agenda.pdf beginning on the Thursday prior to the scheduled Commission meeting. When accessing the agenda online, locate the business item you are interested in on the table of contents and click on it to be taken to the staff summary for that business item. **(Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation. Thank you.)**

If you have any further questions, please don't hesitate to call me at 505-334-7604, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Sincerely,

Michelle Morgan
Planning Technician
Community Development

Enclosure: Map

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sherri Rogers

A desirable place to live, work and play; rich in history and small town values!

March 19, 2014

BP America Production Company
Attn: Jerry Van Ripper
200 Energy Court
Farmington, NM 87401

Re: Storey B LS 1A

Dear Mr. Van Ripper:

Plan App has reviewed the request for adding a new gas compressor to the Storey B LS 1A located at 1399 Old Spanish Trail. We have scheduled your request to be on the April 8th Commission Meeting at 6:00 p.m. located in the City of Aztec Commission Room at City Hall, 201 W Chaco, Aztec.

Please review the following comments and requested changes from Plan App:

- Requires changing to an electrical compressor
- Requires visual mitigation (privacy fencing, etc.)
- Requires sound barrier
- Requires dust mitigation (watering road during construction)

These requested changes will be placed in the staff summary that will be available for review the Thursday prior to them meeting on the City's web page. If you have any questions regarding this matter, please contact me at (505) 334-7604.

Respectfully,

A handwritten signature in blue ink that reads "Michelle Morgan". The signature is fluid and cursive.

Michelle Morgan
Planning Technician
Community Development

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Postage	\$ 48
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48

Postmark
Here

Sent To
 BP America Attn: Jerry Van Ripper
 Street, Apt. No.,
 or PO Box No. 200 Energy Court
 City, State, ZIP+4
 Farmington NM 87401

PS Form 3800, August 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 BP America
 Attn: Jerry Van Ripper
 200 Energy Court
 Farmington NM 87401
 Storey BLS 1A

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 3-25-14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7013 1090 0001 7319 6343