

AGENDA
City of Aztec
COMMISSION WORKSHOP
July 8, 2014
201 W Chaco, City Hall
5:30 pm to 6:00 pm

5:00pm-6:00pm

A. FY15 Budget

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

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
July 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. PRESENTATION

A. Economic Development Update 2014-Ray Hagerman

VI. AGENDA APPROVAL

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CONSENT AGENDA

- A. Commission Workshop Minutes, May 27, 2014
- B. Commission Workshop Minutes, June 24, 2014
- C. Commission Meeting Minutes, June 24, 2014
- D. Travel Requests
- E. Finance Department Records Destruction
- F. 2014-396 Pedestrian Trail Contract Approval
- G. North West New Mexico Council of Governments Membership Agreement and Board of Directors Appointment
- H. Intergovernmental Agreement with San Juan County for Detention Center Services, Amendment Five
- I. Re-Bid 2014-408 Reservoir #3 Raw Water Pump Improvements Award and Contract Authorization

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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X. ITEMS FROM CONSENT AGENDA

XI. 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)

XII. BUSINESS ITEMS

- A. Pioneer Heights Subdivision Agreement
- B. Bid 2014-407 South Light Plant Sidewalks Change Order #1

XIII. LAND USE HEARING

- A. 901 Lovers Lane Lot Split Size Variance
- B. BP America-Plug & Abandon Storey B LS #8

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XV. DEPARTMENT REPORTS

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

XVI. CLOSED SESSION

Closed Session Pursuant to State Law, Section 10-15-1 (H-2) Limited Personnel Matters, City Manager Evaluation

XVII. ADJOURNMENT

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CITY OF AZTEC
COMMISSION WORKSHOP MINUTES
May 27, 2014

I. Call to Order

Mayor Burbridge called the Meeting into order at 5:16p.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; Debbie Klein, Founder of Fantasy of Lights

MEMBERS ABSENT: None

OTHERS PRESENT: City Manager, Joshua Ray; City Attorney, Larry Thrower; City Clerk, Karla Saylor; Project Manager, Edward Kotyk;(see attendance sheet)

A. Business Christmas Decorations

Josh mentioned that he brought this meeting to order to finalize a decision on the Business Christmas Decoration project . He mentioned that every business that participates will get a \$75.00 credit on their utility bills and 1st place winner will get \$3000.00, 2nd place winner will get \$2000.00 and 3rd place will get \$1000.00 in credits on bills only. Participation will include filling out a simple form to the City and verification by the City Manager that the business did provide some form of decoration. If 75% of our businesses participate this will result in rebates totaling \$16,575. If each business participates, and uses an average amount of additional electricity, they will generate roughly \$10,575. Commissioner McClure stated that she thinks this will be a high amount but it could potentially bring \$10,000 back in revenue. Josh mentioned that they have also made contact with Fantasy of Lights concerning the acquisition of some of their lighting props. The goal is to place these throughout our City to ensure that we are equally committed to decorating our community.

Adjournment

MOVED by Mayor Burbridge to Adjourn the Meeting at 5:55 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

CITY OF AZTEC
COMMISSION WORKSHOP MINUTES
June 24, 2014

I. Call to Order

Mayor Burbridge called the Meeting into order at 5:15p.m. at the Aztec Museum

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

MEMBERS ABSENT: None

OTHERS PRESENT: City Manager, Joshua Ray; City Clerk, Karla Sayler, Museum Advisory Board Members

A. Aztec Museum Walkthrough

Commission did a walkthrough of the Aztec Museum grounds along with the City Manager and the Museum Advisory Board Members. The Board mentioned that there will be an open house on Saturday June 28, 2014 from 10:00am-4:00pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

CITY OF AZTEC
COMMISSION MEETING MINUTES
JUNE 24, 2014

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was led by Chief, Mike Heal

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was let by Electric Director, Ken George

IV. ROLL CALL

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

Members Absent:

Others Present: City Manager, Joshua Ray; City Attorney, Larry Thrower ;City Clerk, Karla Saylor; Project Manager, Edward Kotyk (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to approve the Agenda as presented

VI. PRESENTATION

- A. NM True Television Marketing Opportunity-Bill Lee, CEO of Tourism Association of NM

Bill opened up the presentation stating that this company produces weekly television programs and provides a wide range of video production services that will highlight the State of New Mexico. The company produces two one minute television commercials one of which will air on Sunday mornings every other week over the course of 12 months in three television markets, Albuquerque/Santa Fe El Paso/Las Cruces and Lubbock TX. The videos will also be available on NM.org and on You Tube. The commercials will be placed in equal rotation or as otherwise directed by sponsor with written approvals from sponsor prior to airing.

VII. CITIZEN RECOGNITION

None

VIII. EMPLOYEE RECOGNITION

None

IX. CONSENT AGENDA

MOVED by Mayor Pro-Tem Sipe **SECONDED** by Commissioner McClure to Approve the Consent Agenda with the exception of Item E. Bid 2014-410 Weed Control Services and Item G. Resolution 2014-939 Write Off Uncollectable Utility Accounts

- A. Commission Budget Workshop Minutes, May 19, 2014
- B. Commission Budget Workshop Minutes, May 20, 2014
- C. Travel Requests
- D. Bid 2014-409 Water/Wastewater Treatment Annual Chemical Supply
- E. Pulled
- F. Southwest Water Consultants, Inc. Agreement FY2014-15
- G. Pulled
- H. Bid 2014-407 South Lightplant Rd Sidewalk Contract Execution
- I. Aztec YAFL Association Agreement
- J. Aztec Soccer Association Agreement
- K. Agreement with Evan Rahm - Evos Powersports to operate the Aztec Motocross Track
- L. Amendment to Memorandum of Understanding(MOU) between City of Aztec-Public Library and City of Bloomfield-Public Library Renewal Agreement

M. Approval to submit FY15 Youth Conservation Corps (YCC) Grant Application

X. ITEMS FROM CONSENT AGENDA

E. Bid 2014-410 Weed Control Services and Item

Commissioner McClure questioned why we went out to bid on this. She asked if it would be more cost effective to hire a person to do this. This is not a job for year around it is for spring and fall only therefore it is better to contract it out.

MOVED by Commissioner McClure SECONDED by Mayor Pro-Tem Sipe to Approve Bid 2014-410 Weed Control Services with Carter Services and authorize the City Manger to execute the agreement on behalf of the City.

G. Resolution 2014-939 Write Off Uncollectable Utility Accounts

Mayor Pro Tem Sipe questioned if we keep a list of names of individuals that we write off accounts for. Delain George, Utility Director mentioned they are in the data base should they ever need to have services again it will show that this action was taken against them and they would be responsible to pay before they can restore services in the City.

MOVED by Mayor Pro Tem Sipe SECONDED by Commissioner McClure to Approve Resolution 2014-939 Uncollectable Utility Accounts

XI. CITIZENS INPUT

None

XII. BUSINESS ITEMS

A. New Mexico True Advertisement Cam

Josh mentioned that he provided commission with the agreement from NM True Television with a breakdown of the fees for the agreement. He mentioned that the total cost for the package is \$23,400. This will pay for itself with the increase in tourism to Aztec and the revenue collected from the gross sales receipts, hotel/motel stays, and the businesses that will benefit from the new ads.

MOVED by Commissioner Rogers, SECONDED by Mayor Pro-Tem Sipe to Approve New Mexico True Advertisement Cam

XIII. LAND USE HEARINGS

A. Hero's Comprehensive Sign Plan

Michelle Morgan opened up by stating that this is a comprehensive sign plan request for Hero's New York Foods located at 1901 w. Aztec Blvd. Per city code Chapter 20, allows for consideration of unique conditions, flexibility and creativity in creating a sign plan for advertising a business.

The Community Development Department recommends denying this application for a Comprehensive Sign Plan request for Hero's New York Foods LLC, located at 1901 West Aztec Boulevard, Aztec; parcel Tax ID # R4009425, advising Commission to accept Findings of Fact #1- 10 and vote no to show the motion as denied.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Table this application for a Comprehensive Sign Plan request for Hero's New York Foods LLC, located at 1901 West Aztec Boulevard, Aztec; parcel Tax ID # R4009425, accepting Findings until July 22, 2014 Commission Meeting

A Roll Call was taken: All voted Aye Motion passed 5-0

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh reported that the City Employee Picnic was a success. He mentioned that he held a Town Hall Meeting at City Hall and that there were about 30 people in attendance discussing issues and concerns on the City. He mentioned that he would like to hold another meeting in the future to be held outside of City Hall in the community. There has not been a date set yet for this. He mentioned that the New Mexico Main St. Association will give a presentation on the Frontier Community on July 24 from 10:00-11:30am and from 1:00-3:00pm a presentation on the Emerging Community, the location has not been determined yet for these presentations. Josh mentioned that there could be a Special Meeting next week on a potential property discussion which will be a closed session.

Mayor Burbridge reported that it is time to begin working on the City Manager's performance review. The performance review will be scheduled on the next Commission Meeting with discussion at a Closed Session. She mentioned that she attended the Land Use Meeting for the North Main development. The Mayor attended the EDAB meeting and mentioned that John Byrum from BJ Simmons was a guest. She mentioned that the buy local shopping bags are available to purchase for \$10.00. She mentioned that she attended the Policy Committee Meeting along with Commissioner Rogers in

Albuquerque. She mentioned that at this meeting she mentioned that with a Commission Form of Government if we have an election and it is uncontested by all positions there would not have to be an election. This only applies to Commission Manager Form of Government. There was discussion on enforcing Juvenile Curfews. The Mayor mentioned that she is going to run for treasurer for the New Mexico Municipal League Organization. She mentioned that there will be an Open Trails Meeting at the Farmington Civic Center on June 25 and Business after hours meeting on Thursday, June 26 at the Microtel in Aztec from 5:00-7:00pm. Dale Anderson, with the Aztec Museum mentioned about placing a banner on main street for advertisement. The Mayor will be out of town the week of June 29-July 6.

Mayor Pro Tem Sipe mentioned that she missed the EDAB and MPO meetings. She mentioned that she attended the NWNM Seniors Meeting and mentioned that the Triple A Assessment went well and mentioned that the members of the board received a Legislative Finance Committee Report. Commissioner Sipe mentioned that the Picnic was very nice. She asked when Kokopelli Park is scheduled to open and Steve Mueller, General Services Director mentioned that the scheduled date is July 8. She also mentioned that she received a compliment from Councilwoman, Mary Fisher on the pride the City is showing on all the projects around the City.

Commissioner Rogers mentioned that she attended the MOLI Institute Training and the Policy Committee meetings with the New Mexico Municipal League.

Commissioner McClure mentioned that she attended that the ECHO Board Meeting stating that food collections are down by 2/3 percent. She also mentioned that she is the first commissioner to be on the board.

Commissioner Locke mentioned that she will be

XV. DEPARTMENT REPORTS

None

XVI. ADJOURNMENT

MOVED by Mayor Burbridge to adjourn the meeting at 7:07 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

DRAFT

Staff Summary Report

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

ACTION REQUESTED BY: Police and Public Works
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. One request for travel had already occurred and the Police Dept. is requesting approval for travel on the date of this meeting; however, the remaining request are dated for future.
- 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 July 8, 2014

DEPARTMENT'S RECOMMENDED MOTION: Approve Employee/Public Official Travel Requests

EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: July 08, 2014

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY14 Budget Available
07/02/14	Police	Joint Executive Board Meeting for Chiefs and Sheriffs Santa Fe, NM.	No	No	75.00	Estimated cost for fuel	Yes
07/13-16/14	Police	Taser Instructor Re-Certification Scottsdale, AZ.	Yes	Yes	198.60 175.00 150.00 287.08	Meal & Gratuity Allowance Registration Estimated Fuel Costs Lodging	Yes
08/11-16/14	Public Works	ASCE Conference on Streambank Stabilization for Restoration & Flood Control Projects Nashville, TN.	Yes	Yes	324.00 1525.00 750.00 350.00 850.00 75.00	Meal & Gratuity Allowance Registration Airfare Car Rental Lodging Estimated Fuel Costs	Yes

Staff Summary Report

MEETING DATE:	July 8, 2014
AGENDA ITEM:	IX. CONSENT AGENDA (E)
AGENDA TITLE:	<u>Finance Department Record Destruction</u>

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approval of Finance Department Record Destruction
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Commission approved Resolution 2008-776 “Approving and Establishing a Records Management Program” for the City of Aztec on October 21, 2009.
- Prior to the final destruction of any city document, Commission approval must be obtained.
- If approval is obtained the documents will be shredded. The Destruction Form will be signed and held by the City Clerk.
- Destruction of the following Finance Department records **requiring** City Commission approval. Records are NOT scanned but have met record retention requirements:
 - Payroll Journals (Jan 2007 – Dec 2007) Biweekly payroll journals – 6 year retention period
 - Payroll Time Sheets (Jan 2007 – Dec 2007) Biweekly time sheets – 3 year retention period
 - Journal Entries (FY06, FY07, FY08, FY09) Journal vouchers for correction of errors of previously posted/recorded transactions – retention period 3 years after closed of accounting period
 - City utility bills and NM CRS Reports (FY06, FY07) Copies of city utility bills, similar to payment voucher file – 6 year retention period
 - Invoice files (FY05, FY06, FY07) – contain information on the purchase of miscellaneous services from city; main contain buyer purchase documents and documentation of payment – 6 year retention period
 - Daily check out reports (FY07, FY08) – documents of daily receipts through utility department and animal control – 6 year retention period

- Destruction of the following Finance Department records **requiring** City Commission approval. Destruction includes paper and electronic records
 - Budget Workpapers (FY06, FY07, FY08, FY09) – 3 year retention period
 - Audit Workpapers (FY04, FY05, FY06) – 6 year retention period after release of annual audit
- Destruction of Finance Department records (information only – does not require City Commission approval, Resolution 2010-850 Authorizing Destruction of Hard Copy Records Once Digitally Archived, November 23, 2010):
 - FY2013 (July 2012 – June 2013) Accounts Payable records – records have been scanned and electronic records will be retained. Paper documents to be destroyed
 - Utility Consumption Analysis (FY06, FY07, FY08) – electronic documents retained; paper documents to be destroyed.

FISCAL INPUT

- Due to the volume of paper to be destroyed, the Finance Department will contact a firm specializing in document destruction. Funds were included in the FY15 Finance Department budget specific to this purpose.

SUPPORT DOCUMENTS: None

DEPARTMENT’S RECOMMENDED MOTION: Move to Approve the Destruction of Finance Department Records

Staff Summary Report

MEETING DATE: July 8, 2014
AGENDA ITEM: IX. CONSENT ITEM (F)
AGENDA TITLE: Bid 2014-396 Pedestrian Trail Contract

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- Bid 2014-396 Pedestrian Trail was awarded to H.O. Construction on June 10, 2014, base bid plus alternate #1 in the amount of \$283,260 plus gross receipts tax.
- H.O. Construction has provided the required insurance certificate and payment and performance bonds as per the bid documents.
- A pre-construction meeting will be set at which time the date for Notice to Proceed will be established. The bid documents require a test section of trail will be installed for the City to accept both material and color for the trail. This test section will be completed at Riverside Park in an area identified by General Services Director (GSD), Steve Mueller. H.O. Construction will have 45 days to complete construction after the Notice to Proceed is issued.
- Construction on the trail cannot begin until RMCI has completed construction on the bridge for safety reasons and to avoid conflicts between the two projects.
- The City will administer the construction oversight for this project through Project Manager Ed Kotyk and GSD Steve Mueller.

FISCAL INPUT (If applicable, Finance Department)

- The FY14 Adopted Annual Budget, Municipal Road Fund, includes \$324,000 specific to the trail construction, sufficient to award the bid to H.O. Construction in the amount of \$305,390 (including GRT). These amounts will be re-appropriated to FY15 with the final budget adoption on July 22, 2014.

SUPPORT DOCUMENTS: Agreement Signature Page Bid 2014-396

DEPARTMENT'S RECOMMENDED MOTION: Move to APPROVE the contract between H.O. Construction Inc. and City of Aztec for Bid 2014-396 Pedestrian Trail construction.

This Agreement dated _____ made and entered into by and between the **City of Aztec** (OWNER) and H.O. Construction, Inc. (CONTRACTOR). The OWNER and CONTRACTOR agree as follows:

1. To perform this contract and construct the work in accordance with the terms and conditions of the Contract Documents as defined in Section 1 of the General Conditions and including the following additional documents:
 - a. Advertisement inviting bids dated May 14 & 18, 2014
 - b. Invitation for bid document Bid 2014-396 Pedestrian Trail
 - c. Project Specifications, referred to in this contract, all of which are incorporated herein and made part hereof.
2. The title of work is: Bid 2014-396 Pedestrian Trail
3. There are two (2) signed copies of this agreement.
4. If the work is not substantially completed within the time limit specified, as may be modified by change order, liquidated damages will be assessed against the CONTRACTOR in the amount of \$500.00 per calendar day that the work remains uncompleted.

Contract Amount: \$283,260 (Base Bid + Alternate 1)

Date of Completion (Unless Modified by Change Orders) shall be 45 calendar days from the date of the Notice to Proceed.

IN WITNESS whereof the parties have executed this contract.

CONTRACTOR



Authorized Representative

Sofia Ortiz
Printed Name

Vice President
Title

OWNER

City of Aztec

Mayor

Staff Summary Report

MEETING DATE:	July 8, 2014
AGENDA ITEM:	IX. CONSENT AGENDA (G)
AGENDA TITLE:	<u>Northwest New Mexico Council of Governments Membership Agreement and Board of Directors Appointment</u>

ACTION REQUESTED BY:	Joshua Ray
ACTION REQUESTED:	Approval of Membership Agreement with recommended changes
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

MEMBERSHIP AGREEMENT

- Northwest New Mexico Council of Governments (NWNM COG) has prepared a Membership Agreement for Fiscal Year 2015. All provisions of the agreement remain as in previous years with the exception of an increase in annual dues to \$5,000.
- The agreement represents an increase of \$2,000 annually from FY14 and FY13. Annual membership for FY12 was \$2,000, FY11 was \$1,000 and FY10 was \$18,750.
- Consistent with the direction to city departments in the preparation of the City's annual budget for FY15, it is recommended annual membership remain at the same level as FY14 of \$3,000.

BOARD OF DIRECTORS APPOINTMENT

- During the March 11, 2014 Commission meeting, Mayor Burbridge was appointed as the City's representative on the NWNM COG Board. Appointed alternate is Mayor Pro-Tem Sipe.
- As per NWNM COG Board policies, the City must formally identify its official representative to the Board of Directors. This document will be completed by the City Clerk as Commission has completed formal action for representation.
- Not applicable

FISCAL INPUT / FINANCE DEPARTMENT

- The FY15 Preliminary Annual Budget as approved by City Commission on June 24, 2014, includes membership dues to NWNM COG in the amount of \$3,000 annually.

SUPPORT DOCUMENTS:	NWNM COG Membership Agreement (as submitted by NWNM COG)
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Northwest New Mexico Council of Governments Membership Agreement, Fiscal Year 2015, amending annual dues to \$3,000.

NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

MEMBERSHIP AGREEMENT

with

CITY OF AZTEC

Fiscal Year 2015

This Agreement is entered into by and between Northwest New Mexico Council of Governments (hereinafter "COG") and City of Aztec (hereinafter "MEMBER"), pursuant to the following conditions and terms:

1. COG agrees to provide for the following:
 - a. Performance of professional work in service to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and COG throughout the course of this Agreement, drawn from the COG's Menu of Services (attached hereto); such service to include assignment of professional staff to direct Member Services, in alignment with the Member Dues & Services policy adopted by the COG Board of Directors (attached hereto).
 - b. Continued leadership and performance in local and regional development activities, as supported by local, state, federal and philanthropic grants and contracts.
 - c. Competent management and stewardship of the COG's resources and responsibilities, on behalf of its Members.
2. MEMBER agrees to provide for the following:
 - a. To remain a voting member on the COG's Board of Directors, to consist of one (1) representative to the Board and one (1) alternate, and to participate in the COG's governance, policy development and administrative oversight.
 - b. To pay annual dues into the treasury of the COG in the amount of **\$5,000** per annum, such payment to be rendered in quarterly increments for the annual period July 1, 2014 through June 30, 2015.
3. It is mutually understood and agreed that:
 - a. A portion of the Membership dues shall be committed to the support of the COG organization as a whole and to its general operating and overhead expenses, including matching funds as required for certain state and federal grants;
 - b. A portion of the dues shall be available for direct communications with and services to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and the COG; and
 - c. For significant tasks and assignments requiring staffing above and beyond the levels specified herein, the COG may negotiate for and/or assist in securing additional funds to supplement this agreement.

NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

CITY OF AZTEC

_____ Date: _____

Billy Moore, Board Chairman

_____ Date: _____

Sally Burbridge, Mayor

ATTEST: _____

Jeff Kiely, Executive Director

ATTEST: _____

Karla Sayler, City Clerk

NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

Board of Directors Appointment Form/FY 2015

Member Government: City of Aztec **Date:** _____

1. The governing body of The City of Aztec (hereinafter Member) has designated _____ as its official Representative to the Board of Directors of the Northwest New Mexico Council of Governments (NWNMCOG), the organization established by State Statute as New Mexico Planning & Development District I and by the US Department of Commerce as Economic Development District 1.

2. It is understood that the responsibilities of Board representatives include, but are not necessarily limited to:
 - Attendance at four (4) quarterly meetings of the Board of Directors as scheduled and, as needed and feasible, such special meetings as may be called by the Board Chair. Generally, regular meetings are held within the NWNMCOG planning district, rotated county-to-county among Cibola, McKinley and San Juan Counties [one (1) of which is the annual meeting];
[NOTE: Per the NWNMCOG Articles of Agreement: "Should the representative and/or alternate miss three (3) consecutive meetings, the governing body of the respective member shall be asked to appoint another representative to the Board."]
 - Voting on Board motions and resolutions;
 - Serving on and meeting with such committees or task forces as appointed by the Chairman of the Board and/or as volunteered;
 - Serving as Board officer as nominated and elected;
 - Representing issues, needs and perspectives of the Member within the Council of Governments forum as applicable and appropriate;
 - Staying up-to-date on NWNMCOG issues, primarily (a) as represented in the packet of informational materials prepared by staff for each Board agenda and (b) with respect to direct services performed for the Member;
 - Communicating with and reporting to the governing body of the Member regarding NWNMCOG issues, priorities and activities; and
 - Assisting in advocating for local and regional issues and projects throughout the year.

3. The governing body has also designated _____ as Board Alternate, whose responsibilities are to assume the duties and authorities of the Representative, including voting on Board motions and resolutions, in the absence of and as delegated by the Representative.

SIGNED: _____ **DATE:** _____

NAME: _____ **TITLE:** _____

Staff Summary Report

MEETING DATE: July 8, 2014
AGENDA ITEM: IX. CONSENT AGENDA (H)
AGENDA TITLE: Intergovernmental Agreement with San Juan County for Detention Center Services, Amendment Five

ACTION REQUESTED BY: Josh Ray
ACTION REQUESTED: Approve the Intergovernmental Agreement with San Juan County for Detention Center Services, Amendment Five
SUMMARY BY: Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

- All other provisions from the 2007 agreement remain in effect
- The county has submitted a fifth amendment to the Detention Center Services agreement executed in 2007
- While the agreement provides that an annual adjustment to the per diem rate may occur this is the first time seeing a decrease
- This agreement decreases the per diem rate from \$70.13 to \$66.16. The decrease will be effective July 1, 2014 – June 30, 2015.

SUPPORT DOCUMENTS: Intergovernmental Agreement with San Juan County for Detention Center Services, Amendment Five

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve

**FIFTH AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
DETENTION CENTER SERVICES**

THIS FIFTH AMENDMENT to the Intergovernmental Agreement for Detention Center Services by and between San Juan County, New Mexico, hereinafter referred to as "The County," and the City of Aztec, New Mexico, hereinafter referred to as "the City."

WHEREAS, the Intergovernmental Agreement for Detention Center Services made and entered into the 17th day of July, 2007, requires that the County provide to the City, on or before October 15th of each of each year, the *per diem* rate for the County Detention Center to be effective July 1 of the succeeding calendar year; and

WHEREAS, the Fourth Amendment to the Intergovernmental Agreement established the *per diem* rate at \$70.13.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Paragraph D. of the July 17, 2007 Intergovernmental Agreement for Detention Center Services shall be amended to read as follows:

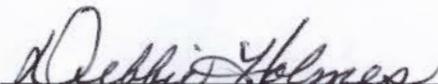
The parties agree that the City Prisoner Day rate shall be \$66.16, applicable from July 1, 2014, through June 30, 2015.

2. All other provisions of the Agreement including prior amendments other than those establishing the *per diem* rate shall remain in full force and effect.

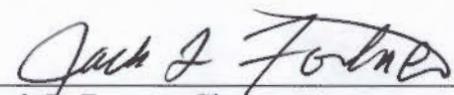
IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

**BOARD OF COUNTY COMMISSIONERS OF
SAN JUAN COUNTY, NEW MEXICO**

ATTEST:



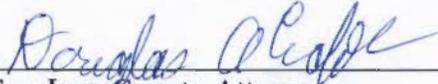
Debbie Holmes, County Clerk

By: 

Jack L. Fortner, Chairman

Date: 5-20-14

APPROVED AS TO FORM:



San Juan County Attorney



CITY OF AZTEC, NEW MEXICO

ATTEST:

Karla Sayler, City Clerk

By: _____
Sally Burbridge, Mayor

Date: _____

APPROVED AS TO FORM:

Aztec City Attorney

Staff Summary Report

MEETING DATE: July 8, 2014
AGENDA ITEM: IX. CONSENT AGENDA (I)
AGENDA TITLE: Re-Bid 2014-408 Reservoir #3 Raw Water Pump Improvements Award and Contract Authorization

ACTION REQUESTED BY: Finance/Public Works Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Reservoir #3 Raw Water Pump Improvements includes the lowering of the existing pump, installation of a new pump (purchased by city), and repairs to the pump house as a result of flooding in 2010 (broken waterline).
- The existing pump has not functioned as designed since installation (2009). It is anticipated lowering the pump will increase the volume of water that may be pumped to reservoir #3.
- Currently the City does not have a backup pump for Reservoir #3. A new pump will be installed and the plant operations will alternate use between the two pumps on a regular basis.
- Repairs to the pump station include stabilization of the treated water line and concrete floor repairs.
- The bid documents provide 90 days for construction and will require the water plant to be without the ability to pump to reservoir #3 for no more than 7 days. Due to current demands for treated water, the contractor may be asked to delay the shutdown of the pump until mid-September when daily water requirements are less.

PROCUREMENT / PURCHASING

- Bid# 2014-408 was advertised on May 18, 2014.
- No bids were received on June 19, 2014.
- The project was re-advertised on June 22, 2014
- Bids were opened on Monday, July 7, 2014.
- XXXX responsive bids were received (Bid tabulation attached).
-

◆ **Total Bid:**

FISCAL INPUT / FINANCE DEPARTMENT

- The FY2014-15 Preliminary Budget, Joint Utility, Water Treatment Plant, includes \$2,351,500 for capital improvements to water treatment facilities.

SUPPORT DOCUMENTS: Bid 2014-408 Tabulation Form
Sample Agreement included in Re-Bid 2014-408

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of Bid# 2014-408 Reservoir #3 Raw Water Pump Improvements to XXXXXXXXXXXXXXXXXXXX in the amount of \$XXXXXXXXXX AND authorize City Manager to execute contract on behalf of the City.

This Agreement dated _____ made and entered into by and between the **City of Aztec** (OWNER) and _____ (CONTRACTOR). The OWNER and CONTRACTOR agree as follows:

1. To perform this contract and construct the work in accordance with the terms and conditions of the Contract Documents as defined in Section 1 of the General Conditions and including the following additional documents:
 - a. Advertisement inviting bids dated June 22, 2014
 - b. Invitation for bid document Re-Bid #2014-408 Reservoir #3 Raw Water Pump Improvements
 - c. Project Specifications, referred to in this contract, all of which are incorporated herein and made part hereof.
2. The title of work is: Re-Bid 2014-408 Reservoir #3 Raw Water Pump Improvements
3. There are two (2) signed copies of this agreement.
4. If the work is not substantially completed within the time limit specified, as may be modified by change order, liquidated damages will be assessed against the CONTRACTOR in the amount of \$500.00 per calendar day that the work remains uncompleted.

Contract Amount: _____

Date of Completion (Unless Modified by Change Orders) shall be 90 calendar days from the date of the Notice to Proceed.

IN WITNESS whereof the parties have executed this contract.

CONTRACTOR

OWNER

City of Aztec

Authorized Representative

City Manager

Printed Name

Title

Staff Summary Report

MEETING DATE:	July 8, 2014
AGENDA ITEM:	XII. BUSINESS ITEM (A)
AGENDA TITLE:	“A-Pioneer Heights Subdivision Agreement”

ACTION REQUESTED BY:	William M. Homka AICP, Community Development Director
ACTION REQUESTED:	Approve Memorandum Agreement Amending Subdivision Final Plat Requirements
SUMMARY BY:	William M. Homka AICP

PROJECT DESCRIPTION / FACTS

The Pioneer Heights Subdivision project is located off North Light Plant Road. The project began nearly 10 years ago in August, 2004. The Aztec City Commission approved the final plat and a Subdivision Agreement at its regularly scheduled meeting on March 24, 2005. Subsequently the process of construction began, a performance bond was posted, and numerous lots were purchased and homes constructed on them. At present there are six (6) lots with private owners but the lots do not have homes as of yet.

There have been several issues over the past 10 years with this project. First, no one at the city noticed the performance bond expired in 2006. Then the economy and national housing market collapse occurred in 2008. Subdivisions are usually financed with a lot of borrowed money at the beginning of the development to cover upfront costs, such as the construction of: the first few roadways; inclusion of curbs and gutters; installation of water, storm and sanitary sewer lines; grading the site for drainage and preparing an on-site or subdivision retention pond. There are also soft costs which refer to the engineering costs to design all of these infrastructure needs that are submitted to the Commission for review and approval or denial. This is a pretty standard process in most incorporated communities and counties wherever you go in the U.S.A.

A “plat” is a formal drawing that illustrates various required, important components of a subdivision. Where the sewer lines are located, any required easements between lots for storm sewers are such examples. The subdivision also depicts individual lots that are numbered and any open space if it exists. Each lot is referenced in a schedule that provides the legal description of the corresponding lots, but the drawing also shows lot dimensions. This makes it a simple process for subdivision property owners to know their lot size, location, etc. versus creating a large, single lot in the county with a long legal description. **The important point to note in this report about plats, however, is that there is typically another sheet dedicated to all of the notes, schedules such as that aforementioned; deed restrictions, covenants, etc. It is also important to note that a Final Plat is only supposed to show a single phase of the original, approved Preliminary Plat. This was not done for Pioneer Heights, nor does it appear after a review of other plats that this is standard practice. This needs to be changed in the Subdivision Rules & Regulations.**

Preliminary Plats are submitted to the Aztec City Commission and show the overall subdivision proposed to be developed. There is no limit to the number of phases a development can have,

but developers typically have a project financial plan that assists them in determining how many lots are needed in each phase to help develop the next phase, assist with paying for any money borrowed to start the project, as well as have some profit in each phase. A preliminary plat usually expires in one year unless the Final Plat process begins. This is how Aztec approves and terminates Preliminary Plat dates of validity. Once the Final Plat is submitted, it is valid and does not have a termination date. It will have corrected any deficiencies that were identified during the review of the Preliminary Plat, show the plot lines, any easements, etc. It will also show the shape of the Phases and their numbered sequencing, starting with "1." The reason Final Plats do not expire is because they are legal, binding instruments that subdivide land. The county keeps track for taxation purposes, which is why the plat and any new sales of the lots are filed with the county clerk's office. But until someone buys one of the newly created lots, they remain the property of the developer.

In this instance the City of Aztec approved the entire Final Plat as submitted by the developer, PAD Ltd. The plat should have been divided into phases as discussed. That was missed or not required, which created a problem for the developer and the city. First, whether they realized it or not the developer committed to completing the entire aforementioned infrastructure within five years per a Subdivision Agreement. The developer "failed" to complete the project in that time, which should have been expected since it was a large development and no one usually installs that much infrastructure at one time. Even so, the city should have called in the development bond and used that insurance money to complete the work as designed and platted. But that couldn't happen because in 2006 the Community Development Department realized the Performance Bond expired in 2005, one year earlier. Therein lies another reason to phase the development. The bigger the project and longer the proposed development time translates to a more costly Performance Bond. Developers don't usually buy five (5) year Performance Bonds. Therefore Aztec lacked the resources to make all of the improvements.

Several years passed with what has been described as frustrating discussions on both sides. The project file contains several "NEW" Subdivision Agreements that must have been attempts to resolve the matter but obviously did not. Finally, Aztec's City Commission decided resolving the subdivision's issues had to be a priority. That meant forcing the developer and the members of the city's development process to start over. To do that the City Commission voted to suspend the subdivision development at its regular meeting on January 14, 2014. A few city staff changes occurred after that time, maybe this resolution would have happened earlier, but at last it is here. It is timely as well because the housing market is picking up and people are looking for homes in Aztec!

The Memorandum of Agreement in front of you today is the result of two months of discussions and working together. The team used a customer driven approach to development rather than a bureaucratic approach to resolve this project's issues. The agreement may be "a new contract" between the developer and the City of Aztec, but it also emphasizes rebuilding trust between the two. For example the developer has already been working to complete the terms of this contract's Phase 1 even before this contract has been formally approved by the City Commission. It is with this spirit that staff feels comfortable in recommending the commission approve this agreement and remove the subdivision suspension. Lifting the suspension would be simultaneous with approval of this agreement because it is listed as an element in Recitals B.

The agreement informally divides the earlier final plat into four (4) phases for reference and financial purposes. The agreement has been developed in concert with Ms. Peggy McWilliams on behalf of PAD Ltd., and several representatives for the City of Aztec. These include Mr. Josh Ray, City Manager; Mr. William Watson P.E., Director of Public Works and City Engineer; Mr. Steve Mueller, Director of Parks and Recreation; Mr. William Homka, Community Development Director, and Mr. Larry Thrower, City Attorney. Together this team considered resolving the Pioneer Heights subdivision a top priority and there is consensus among the team.

The requirements for the development to get “back on course” now are simplified by looking at each phase. Phase 1 has: sidewalk installation across the seven lots owned by the developer; crack sealing the street pavement, and; replacing missing street signs. It’s also important to note that there are six vacant lots owned by private owners that are still without homes on them. The development team’s intent is to fully complete Phase 1’s sidewalks regardless of whether or not there is home on the site. The team, developer included, agreed it is only fair to the existing owners living in a neighborhood. They cannot walk around the block on the sidewalks still after nearly 10 years, so it’s time to finish phase 1. The only other outstanding issue in Phase 1 is to replace vegetation/landscaping in the open spaces as identified on the plat.

It is important to point out how the city will have to achieve completing sidewalks in the neighborhood. The developer is not responsible because the lots were sold. Therefore the city must issue sidewalk compliance notices to the six owners of the private parcels. Upon receipt of the notice the owners will have 30 days to either hire their own contractor to install the sidewalk or the city will install the sidewalks. If the city installs the sidewalk then the landowner has the option of direct pay or having the cost assessed to his/her property taxes.

Phase 2 is identified as paving Tinker, Crane and Blancett Drives where they connect to Rhodes Drive and other paved roadways. For brevity purposes in this report, refer to item #4 in the attached contract for the other requirements. Phase 3 is when the developer will pave Millison Drive along with installing curb and gutter. It can be reviewed in the proposed contract, item #5. Finally Phase 4 deals with paving McWilliams Road to cover the area that serves the condominiums on Jaquez Drive.

To avoid future instances such as this, the Community Development Department will be reviewing the city’s subdivision review requirements and also studying how to change the problem with Subdivision Agreements. Many/most communities are not set up in such a way that one recorded instrument (the plat) never expires but a supporting recorded document has an expiration date (Subdivision Memorandums). Plats are filed at the recorder’s office and it makes sense to include all requirements on a subsequent, supporting sheet of the plat.

Another issue that needs to be evaluated regarding the Subdivision requirements is to be sure we require Phases to be indicated on Preliminary Plats. Subsequently a better tracking system for Performance Bonds needs to be in place so the city is never in this type of a situation again, whereby the subdivision agreement expired, the subdivision plat is valid, but now the door is open to new negotiations about how to accomplish the development. All of those issues should be decided when a subdivision plat is approved. If a change is necessary then the developer submits another plat titled “Revised” for review and consideration. A revised subdivision plat would supersede all prior plats.

PROCUREMENT / PURCHASING (if applicable)

Potential for installing sidewalks on six (6) privately owned parcels in the Pioneer Heights Subdivision.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

SUPPORT DOCUMENTS: Memorandum Agreement Amending Subdivision Final Plat Requirements **(Will be provided at meeting)**

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Memorandum Agreement Amending Subdivision Final Plat Requirements

Staff Summary Report

MEETING DATE:	July 8, 2014
AGENDA ITEM:	XII. BUSINESS ITEM (B)
AGENDA TITLE:	Bid 2014-407 South Light Plant Sidewalks Change Order #1

ACTION REQUESTED BY:	Public Works and Electric Department
ACTION REQUESTED:	Approve Change Order
SUMMARY BY:	Edward Kotyk

PROJECT DESCRIPTION / FACTS

- City of Aztec requested bids for sidewalk, drive pad, curb and gutter construction along the east side of S. Light Plant Road.
- City Commission approved the sidewalk contract by Carreon Construction for S. Light Plant Road at their June 10th meeting.
- During the course of construction, several unknowns were discovered which require modifications to the original contract due to extra labor and materials. These items include:

REQUIRED

1. Moving of the west fence (100 linear feet) of the electric yard as post foundations extend into the sidewalk area. Carreon will remove the fence and re-use materials/hardware except for fence posts which will be new. **Cost \$1,000.**
2. Driveway pad to the business at 112 S. Light Plant needs to be removed as the sidewalk will change the slope of the drive and make it inaccessible as it lies now. **Cost \$1,080.**
3. Driveway pad to electric yard had to be remove to accommodate the sidewalk to be ADA accessible. Electric Dept would like to extend the drive way pad 20 ft beyond the sidewalk which will provide a slope that will allow equipment and trailers to access the yard. **Cost \$2,430.**
4. Utility meter can has to be lowered as it lies within the sidewalk and has to be flush once the sidewalk is poured. **Cost \$300.**

TOTAL: \$4,810

OPTIONAL

5. Remove old fence and install new fence (160 linear ft, all new material) around the curve (turn into electric and school bus yard). **Cost \$5,400.**

TOTAL: \$10,210 (if including OPTION)

PROCUREMENT / PURCHASING (if applicable)

- Bid #2014-407 was awarded on June 10, 2014, contract approved on June 24, 2014, and Notice to Proceed issued effective June 25, 2014 with a completion date of August 9, 2014.
 - Original Contract: \$51,192.00 (w/o tax)
 - Change Order #1:
 - Amended Contract: \$ (w/o tax)

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- This project was included in the FY14 Adopted Budget and funds will be re-appropriated with the FY15 Adopted Budget which will occur during the July 22, 2014. Until funds are appropriated, General Fund contingency will be required to meet the financial commitment.

SUPPORT DOCUMENTS: Quotes

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2014-407 South Light Plant Sidewalks Change Order #1 for the amount of \$4,810 OR \$10,210 (if including OPTION) plus GRT.

Date: 30-Jun-14

Estimate

Building:South light plant street	Prepared By:Diego Carreon
Location:Aztec, NM	Approved By:Diego Carreon
Architects: Ed kotyk	Estimate No.:001

Item	Quantity	Material	Extension	Labor Hours	Cost
Relocate existing fence	100 lft	Chainlink	10 lft		1000
Install new fence	200 lft	Chainlink	23 lft		4600
remove and dispose existing chainlink fence	160 lft	Chainlink	5 lft		800
Subtotals					6400

Notes:

Land Use Hearing

MEETING DATE:	July 8, 2014
AGENDA ITEM:	XIII. LAND USE HEARING (A)
AGENDA TITLE:	901 Lovers Lane Lot Split Size Variance

ACTION REQUESTED BY:	Jack Hart
ACTION REQUESTED:	Approve Variance to allow minimum area lot split of less than seven thousand (7,000) square feet.
SUMMARY BY:	Michelle Morgan

FINDING OF FACTS

Community Development Finding of Facts

1. Jack Hart has submitted a Variance request to **Sec. 26-2-34 AREA REGULATIONS** for his property at 901 Lovers Lane and 901-1/2 Lovers Lane, Aztec, NM 87410, Property Tax ID # R0001718.
2. Mr. Hart has applied for disability and is limited to one residence by the agency's requirements. He would like to split his property in order to sell the additional home located on the property and addressed as 901-1/2 Lovers Lane. It is currently a rental and the tenants are interested in purchasing the home at this time.
3. 901 Lovers Lane and 901-1/2 Lovers Lane are zoned R-1: Single Family Dwelling District. This district is regulated to permit single-family residential development, certain structures and land uses required to serve governmental, educational, non-commercial recreation, public utility installations, and other compatible public needs
4. Per City of Aztec Code, **Sec. 26-2-34 AREA REGULATIONS** R-1 zoned properties are required to have the following:
 - A) Minimum lot area shall be seven thousand (7,000) square feet.
 - B) The lot width shall be a minimum of sixty-five (65) feet measured at the actual setback of a building.
 - C) Coverage of each lot by main and accessory buildings shall not exceed fifty percent (50%).
5. The proposed layout of the property allows the smaller lot, marked as lot "A" in Exhibit A, to:
 - A) Measure approximately four thousand, eight hundred and fifty-eight (4,858) square feet. This does not meet the 7,000 square feet minimum as stated in 4(A) above.
 - B) Provide a lot width of measuring only fifty-one (51) feet. This also does not meet the 65' requirement as stated in 4(B) above.

C) The resulting lots meet the lot coverage requirement for the zoning district. The house with an attached covered patio and attachment in the rear brings its total square footage of home up to 1,656 square feet. This represents thirty-four percent (34%) lot coverage, well below the 50% maximum.

6. As the home at 901 Lovers Lane was built in 1912 and the home at 901-1/2 Lovers Lane was built in 1930, the setbacks on both homes do not meet the City's current requirements for residential parcels in an R-1 zoning district.

7. Comments:

a. No comments received as of time of this staff summary completed July 1, 2014.

SUPPORT DOCUMENTS:

- Map
 - Exhibit A
 - Application packet
 - Supporting documents
-
-

COMMUNITY DEVELOPMENT RECOMMENDATION: The Community Development Department recommends **APPROVING** this application for a Variance to **Sec. 26-2-34 AREA REGULATIONS** for his property at 901 Lovers Lane and 901-1/2 Lovers Lane, Aztec, NM 87410, Property Tax ID # R0001718, advising Commission to accept Findings of Fact # 1- 7 and vote "**YES**" to show the motion as **APPROVED** for the following reasons:

1. This variance request will allow the property at 901 Lovers Lane and 901-1/2 Lovers Lane, Aztec, NM 87410, currently identified by Property Tax ID # R0001718 be split into two parcels, with one home on each parcel. Lot A will be accepted as a smaller lot within the City of Aztec R-1 Zone District.
 2. Although both lots do not meet current setbacks, Community Development plans on re-writing land use code due to this variance which points out a lot of smaller lots in the City developed prior to 1950 that do not meet this minimum lot size requirement that then skews the setbacks in relation to lot size as well.
 3. The physical address of 901-1/2 Lovers Lane will be changed at the time of acceptance to 903 Lovers Lane to better align the addressing with 9-1-1 standards.
-
-

RECOMMENDED RULING: Move to Approve this application for a Variance to **Sec. 26-2-34 AREA REGULATIONS** for this property at 901 Lovers Lane and 901-1/2 Lovers Lane, Aztec, NM 87410, Property Tax ID # R0001718, accepting Findings of Fact # 1- 7.



**JACK HART - 901 LOVERS LANE
TAX ID # R0001718 ZONED R-1**



Assessor's Office
Aerial Imagery



Property under review

1 in = 100 ft

Date: 6/23/2014

EXHIBIT A

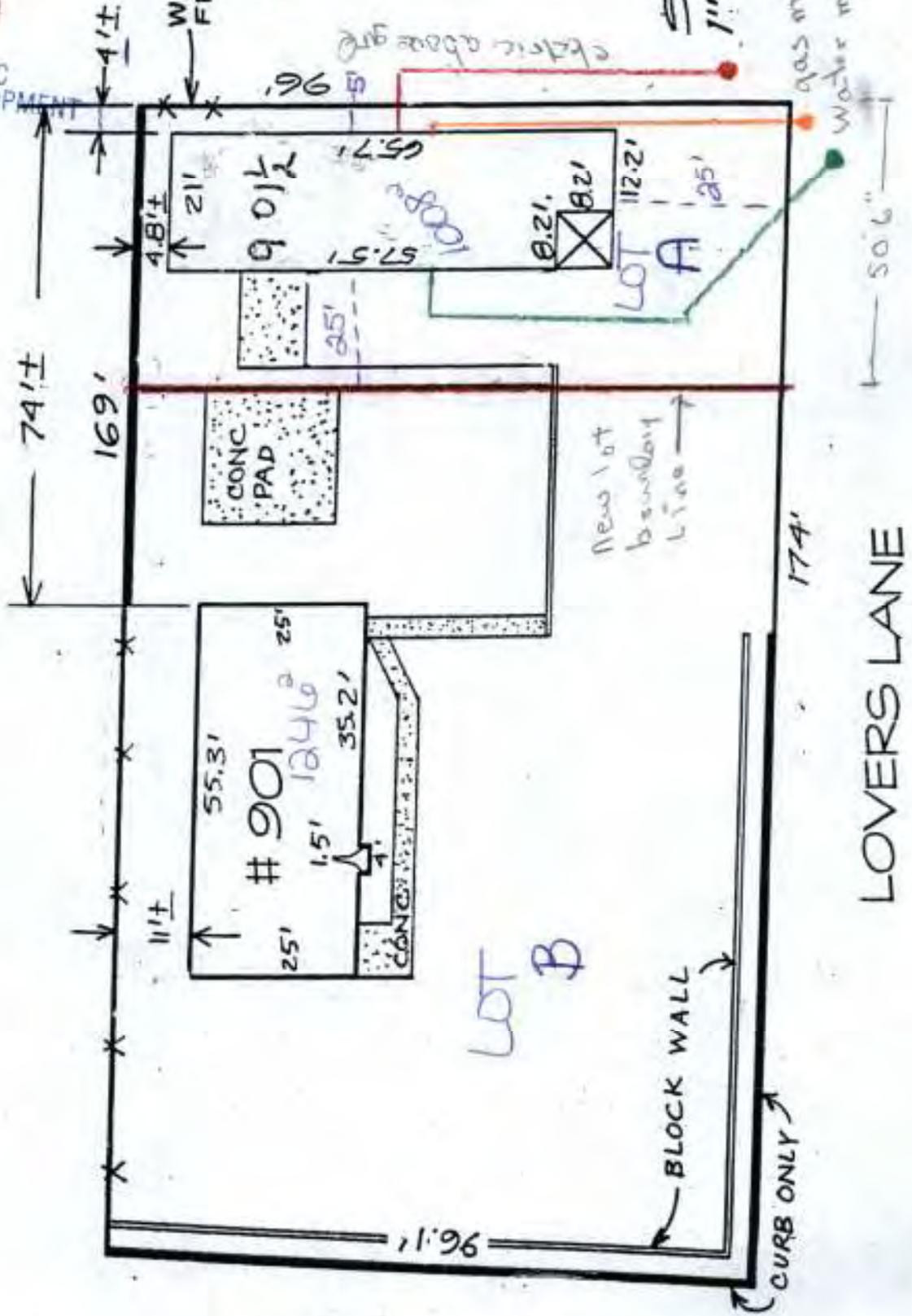
RECEIVED

JUN 11 2014

CITY OF AZTEC
COMMUNITY DEVELOPMENT

APPROX 857.6
4.11A

SCALE
1" = 30'



LOVERS LANE

ACOMA



CITY OF AZTEC VARIANCE APPLICATION

RECEIVED

JUN 11 2014

Application Year: 2014 Application No.: 85 Application Date: JUN 11 2014
CITY OF AZTEC COMMUNITY DEVELOPMENT

Applicant Name: Jack Hart
Applicant Address: 901 Lovers Ln Aztec N.M. 87410
(Street Name) (City) (State) (Zip Code)

Applicant Phone: 970-749-3656

Is Applicant Owner of Property? Yes

Legal Description of the Property:
(Or address if different than above) ~~RD~~ residential home

Total Area of Property (acres): .3779 = 164601.

Zoning District: R1

Tax ID Number: R0001718

Flood Zone: NO

Present Use of Property: Rental house

Desired Use of Property: Separate lot + house to sell

Reason for Requesting a Variance (include section(s) of Code for which a variance is requested):

Due to back problems I am applying for disability. To qualify I will be limited to only one house. And my current tenant wants to buy.

Plan Map Available? (YES) NO
(Plan map is required; failure to provide a plan map will cause a delay in the process)

Applicant's Signature: John P. Hart Date: 6/11/14

City Commission Meeting Date:			
	ACTION:	APPROVED	DENIED
City Planner:		Date:	

RECEIVED

JUN 11 2014

RECEIVED

City of Aztec
Planning Department
201 W. Chaco
Aztec, NM 87410

0161163

CASH RECEIPT

Date Le-11-14

002937

Received From Jack Hunt

Address 901 Lovers Lane

2014-085

Dollars \$

For VARIANCE - SQ Footage Lot size split

ACCOUNT		HOW PAID	
AMT OF ACCOUNT		CASH	
AMT PAID		CHECK	<u>60.00</u>
BALANCE DUE		<input type="checkbox"/> MONEY ORDER	
		<input type="checkbox"/> CREDIT CARD	

CK # 2225

By Michelle Morgan

TYP OF ACCT: 1470 102
06/26/2014

CH DEV LAND USE PERMITS

U-886210?	AMOUNT
FRSD CH DEV LAND USE PERMITS	58.00
FRSD CH DEV ADMIN FEE TALL PE	10.00

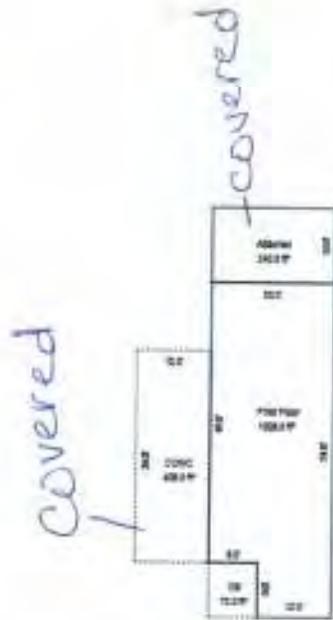
PAYMENT RECEIVED	AMOUNT
CHECK: 2225	68.00
TOTAL	68.00

RECEIVED

CITY OF AZTEC
PLANNING DEPARTMENT

San Juan County Assessor's Office

901 1/2 LOT
A



1008
 408
 240

 1,656.

Click Here

Search by Area Values™



San Juan County Assessor's Office

901

LOT
B

R001-490



Search by Aerial Image™



San Juan County Assessor's Office

San Juan County Assessor Property Display for Account #: R0001718

Property Owner(s)

Owner Name:

MURT JOHN P

Business Name:

Serial Number:

Mailing Address:

851 LOVERS LN

City, State Zip:

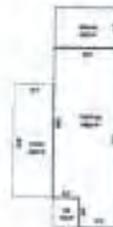
AZTEC, NM, 87410

Physical Address: 851 LOVERS LN AZTEC

Photo:



Sketch:



Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

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June 23, 2014

Jack Hart
9041 Lovers Lane
Aztec, NM 87410

Re: Variance Request for 901 Lovers Lane

Dear Mr. Hart:

You have made a request to the City of Aztec Community Development Department for a Variance Permit for parcel(s) with Tax ID R0001718 located at 901 Lovers Lane, Aztec. You are seeking to split your property into two parcels, with a single family residence located on each parcel. Per City of Aztec Code, **Sec. 26-2-22.34 Area Regulations:**

1. Minimum lot area shall be seven thousand (7,000) square feet.
2. The lot width shall be a minimum of sixty-five (65) feet measured at the actual setback of a building.

This variance request would allow the

1. Minimum lot area of the smaller parcel A to be approximately four thousand, eight hundred, fifty-eight (4,858) square feet and the remaining larger parcel B to be approximately eleven thousand, six hundred and three (11,603) square feet.
2. The lot width of the smaller parcel A to be a minimum of fifty-one (51) feet and the remaining larger parcel B to be approximately one hundred, twenty-three (123) feet.

The City Commission will hear this request during a public meeting to be held on **Tuesday, July 8, 2014 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.** As the owner, you or your designated representative are required to attend the scheduled Commission meeting regarding this matter.

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 giving them more information on this property and the Variance request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. 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 the Thursday prior to the meeting.** On the

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

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table of contents, locate the Land Use Hearing you are interested in and click on it to be taken to the staff summary for that Land Use Hearing.

If you have any further questions, please don't hesitate to call me at 505-334-7604, Monday through Thursday from 8:00 a.m. to 5:30 p.m. Thank you.

Respectfully,

A handwritten signature in blue ink that reads 'Michelle Morgan'. The signature is fluid and cursive, with the first letter 'M' being particularly large and stylized.

Michelle Morgan
Planning Technician / Addressing Coordinator
Community Development

Enclosure: Map
Site Plan - Requested Split
Frequently Asked Questions on Land Use Hearings

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

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

June 23, 2014

PUBLIC NOTICE

Re: Variance Request for 901 Lovers Lane

Dear Property Owner:

The property owners for the parcel(s) identified as Tax ID R0001718 located at 901 Lovers Lane, Aztec are seeking to split their property into two parcels, with a single family residence located on each parcel. Per City of Aztec Code, **Sec. 26-2-22.34 Area Regulations:**

1. Minimum lot area shall be seven thousand (7,000) square feet.
2. The lot width shall be a minimum of sixty-five (65) feet measured at the actual setback of a building.

This variance request would allow the

1. Minimum lot area of the smaller parcel A to be approximately four thousand, eight hundred, fifty-eight (4,858) square feet and the remaining larger parcel B to be approximately eleven thousand, six hundred and three (11,603) square feet.
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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.

As a surrounding property owner, you are also designated as a party to this Land Use hearing. You are thus invited to attend the scheduled Commission meeting regarding this matter and give your statements or ask questions of the property owner as well. You will be given 10 minutes to do this in.

In order to be heard you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing. I have included a frequently asked questions flyer with more information on this proceeding as well.

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

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

Community Development will be creating a staff summary for Commission giving them more information on this property and the Variance request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. 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 the Thursday prior to the meeting.** On the table of contents, locate the Land Use Hearing you are interested in and click on it to be taken to the staff summary for that Land Use Hearing.

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.

Respectfully,

A handwritten signature in blue ink that reads 'Michelle Morgan'. The signature is written in a cursive, flowing style.

Michelle Morgan
Planning Technician / Addressing Coordinator
Community Development

Enclosure: Map
Site Plan - Requested Split
Frequently Asked Questions on Land Use Hearings

7013 1090 0001 7319 6916

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Restricted Delivery Fee (Endorsement Required)	6.48
Total Postage & Fees	\$

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Sent To
HART JOHN P
Street, Apt. No.,
or PO Box No. **901 LOVERS LN**
City, State, ZIP+4 **AZTEC, NM 87410**

PS Form 3803, 4/04

7013 1090 0001 7319 6923

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

Postmark
Here

Sent To
CURRENT RESIDENT
Street, Apt. No.,
or PO Box No. **901 -1/2 LOVERS LN**
City, State, ZIP+4 **AZTEC, NM 87410**

PS Form 3803, 4/04

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) **John Hart** C. Date of Delivery **JUN 26 2014**

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

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

4. Restricted Delivery? (Extra Fee) Yes

102505-02-M-1540

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 this card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HART JOHN P
901 LOVERS LN
AZTEC, NM 87410

901 LOVERS LANE VARIANCE

2. Article Number
(Transfer from service label) **7013 1090 0001 7319 6916**

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- 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:

CURRENT RESIDENT
901 -1/2 LOVERS LN
AZTEC, NM 87410

901 LOVERS LANE VARIANCE

2. Article Number
(Transfer from service label) **7013 1090 0001 7319 6923**

PS Form 3811, February 2004 Domestic Return Receipt

102505-02-M-1540

7013 1090 0001 7319 6930

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

Sent To
 Street, Apt. No.,
 or PO Box No. **CARY RODNEY AND GLADYS**
1685 S BALSAM ST
 City, State, ZIP+4® **LAKEWOOD, CO 80232**

PS Form 3800

7013 1090 0001 7319 6947

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OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.48	

Sent To
 Street, Apt. No.,
 or PO Box No. **COLEMAN KATHRYN E ET AL**
910 LOVERS LN
 City, State, ZIP+4® **AZTEC, NM 87410**

PS Form 3800, A

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Cary Rodney* Agent Addressee
 B. Received by (Printed Name) **CARY RODNEY** Date of Delivery **JUN 26 2004**
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: Yes No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes No

7013 1090 0001 7319 6930

Domestic Return Receipt

102595-02-M-1540

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:

CARY RODNEY AND GLADYS
1685 S BALSAM ST
LAKEWOOD, CO 80232

901 LOVERS LANE VARIANCE

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

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:

COLEMAN KATHRYN E ET AL
910 LOVERS LN
AZTEC, NM 87410

901 LOVERS LANE VARIANCE

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



7013 1090 0001 7319 6954

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

Postmark
Here

Send To:

GARCIA DANIEL AND JOSEPHINE TRUST
1002 HOFFMANN DR
AZTEC, NM 874102021

Street, Apt. No.,
or PO Box No.
City, State, ZIP

PS Form 3800

7013 1090 0001 7319 6961

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

Postmark
Here

Send To:

HENSON DANIEL AND WENDY
994 HOFFMAN DR
AZTEC, NM 87410

Street, Apt. No.,
or PO Box No.
City, State, ZIP

PS Form 3800

COMPLETE THIS SECTION ON DELIVERY

A. Signature
D. Garcia

B. Received by (Printed Name)
D. Garcia

C. Date of Delivery
6-25-2014

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

Article Number
(Transfer from service label)
7013 1090 0001 7319 6954

PS Form 3811, February 2004 Domestic Return Receipt 102599-02-01-1540

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:

GARCIA DANIEL AND JOSEPHINE TRUST
1002 HOFFMANN DR
AZTEC, NM 874102021

901 LOVERS LANE, VARIANCE

Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Wendy Henson

B. Received by (Printed Name)
Wendy Henson

C. Date of Delivery
6-25-2014

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

Article Number
(Transfer from service label)
7013 1090 0001 7319 6961

PS Form 3811, February 2004 Domestic Return Receipt 102599-02-01-1540

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:

HENSON DANIEL AND WENDY
994 HOFFMAN DR
AZTEC, NM 87410

901 LOVERS LANE, VARIANCE

Article Number
(Transfer from service label)

7013 1090 0001 7319 6978

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Postage	\$		Postmark Here
Certified Fee		6.08	
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage			

Sent to: LANIER GARY D AND LINDA
321 KARLIN AVE
AZTEC, NM 874102022

Street, Apt. No. or PO Box No.
City, State, ZIP

PS Form 3800, August 2004

7013 1090 0001 7319 6985

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Postage	\$		Postmark Here
Certified Fee		6.08	
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage			

Sent to: POULSON PERRY
902 ACOMA PLACE
AZTEC, NM 874102006

Street, Apt. No. or PO Box No.
City, State, ZIP

PS Form 3800, August 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature: Linda Lanier Agent

B. Received by (Printed Name): Linda Lanier Date of Delivery: 6/26/14

C. Is delivery address different from item 1? Yes No

D. If YES, enter delivery address below:

3. Service Type: Certified Mail Registered Insured Mail Restricted Delivery? (Extra Fee) Yes No

4. Restricted Delivery? (Extra Fee) Yes No

Article Number (Transfer from service label): 7013 1090 0001 7319 6978

PS Form 3811, February 2004 Domestic Return Receipt 102004-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

1. Article Addressed to: LANIER GARY D AND LINDA
321 KARLIN AVE
AZTEC, NM 874102022

2. Article Number (Transfer from service label): 7013 1090 0001 7319 6978

PS Form 3811, February 2004 Domestic Return Receipt 102004-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature: Agent Addressee

B. Received by (Printed Name): Poulson Perry Date of Delivery: JUN 26 2014

C. Is delivery address different from item 1? Yes No

D. If YES, enter delivery address below:

3. Service Type: Certified Mail Registered Insured Mail Restricted Delivery? (Extra Fee) Yes No

4. Restricted Delivery? (Extra Fee) Yes No

Article Number (Transfer from service label): 7013 1090 0001 7319 6985

PS Form 3811, February 2004 Domestic Return Receipt 102004-02-M-1540

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

1. Article Addressed to: POULSON PERRY
902 ACOMA PLACE
AZTEC, NM 874102006

2. Article Number (Transfer from service label): 7013 1090 0001 7319 6985

PS Form 3811, February 2004 Domestic Return Receipt 102004-02-M-1540

7013 1090 0001 7319 6992

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Postage	\$		Postmark None
Certified Fee		6.48	
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$	6.48	

Sent To
SMITH KEVON M AND PATRICIA A
 Street, Apt. #
 or PO Box # **901 ACOMA PLACE**
 City, State, ZIP **AZTEC, NM 874102005**

7013 1090 0001 7319 7005

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OFFICIAL USE

Postage	\$		Postmark None
Certified Fee		6.48	
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$	6.48	

Sent To
TOWNLEY PATTY K
 Street, Apt. #
 or PO Box # **996 HOFFMAN ST**
 City, State, ZIP **AZTEC, NM 874102000**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
Kevin M Smith

B. Received by (Printed Name) Date of Delivery
Kevin M Smith *6-25-2014*

C. Date of Delivery *6-25-2014*

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

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

4. Restricted Delivery? (Extra Fee) Yes No

Article Number **7013 1090 0001 7319 6992**
 (Transfer from service label)

102595-02-M-1540
 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
SMITH KEVON M AND PATRICIA A
901 ACOMA PLACE
AZTEC, NM 874102005

901 LOVERS LANE VARIANCE

2. Article Number
 (Transfer from service label) **7013 1090 0001 7319 6992**

PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
TOWNLEY PATTY K
996 HOFFMAN ST
AZTEC, NM 874102000

901 LOVERS LANE VARIANCE

2. Article Number
 (Transfer from service label) **7013 1090 0001 7319 7005**

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
Patty Townley

B. Received by (Printed Name) Date of Delivery
Patty Townley *6-25-14*

C. Date of Delivery *6-25-14*

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

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

4. Restricted Delivery? (Extra Fee) Yes No

102595-02-M-1540
 Domestic Return Receipt

7013 1090 0001 7319 7012

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OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)	6.48	
Total Postage & Fees	\$	

Sent to
 Street, Apt. No.,
 or PO Box No. **WARD ROBERT G AND KATHLEEN S**
 992 HOFFMAN DR
 City, State, ZIP+4 **AZTEC, NM 87410**

PS Form 3800

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Suburban* Agent Addressee

B. Received by (Printed Name) *Bob Ward* C. Date of Delivery *6-20-04*

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

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

4. Restricted Delivery? (Extra Fee) Yes No

SENDER: COMPLETE THIS SECTION

1. Article Addressed for:
WARD ROBERT G AND KATHLEEN S
992 HOFFMAN DR
AZTEC, NM 87410

2. Article Number
901 LOVELLS LANE VARIANCE
7013 1090 0001 7319 7012

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1340

Staff Summary Report

MEETING DATE:	July 8, 2014
AGENDA ITEM:	XIII. LAND USE HEARING (B)
AGENDA TITLE:	America-Plug & Abandon Storey B LS #8

ACTION REQUESTED BY:	BP America Production Co. - Jerry Van Ripper
ACTION REQUESTED:	Approve Request for Permit to Plug & Abandon
SUMMARY BY:	Michelle Morgan

PROJECT DESCRIPTION / FACTS

1. BP America Production Company's (BP) Jerry Van Ripper has submitted an Oil and Gas Permit Application to plug and abandon the Storey B LS # 8 (existing well WS 51), located in SWSW Sec. 11, T30N, R11W, otherwise known as 1301 Old Spanish Trail, City of Aztec, San Juan County, New Mexico.
2. This Well Site project is located within the City limits of Aztec at the entrance to Tiger Park.
3. This is an application to plug and abandon (P&A) an existing gas well on location. The existing access road will be used to plug and abandon. No new surface disturbance is required to access the site.
4. The current well pad would be utilized during abandonment procedures, requiring no additional surface disturbance on site.
5. BP submitted a complete application form for the permit request for the Storey B LS # 8.
6. In accordance with **(New Mexico Oil Conservation Division)** NMOCD Pit Rule 19.15.17.9 NMAC, BP will use a closed-loop system during P&A operations. BP will need a Plug & Abandon Rig onsite for 2-3 days. Hours of work will be during daylight hours only.
7. Per BLM requirements, authorized H2S personnel and equipment will be on location during the plugging operations to monitor for possible high levels of H2S being encountered in the area.
8. BP will remove all well site equipment including underground piping and wiring. They will re-grade the site to match the existing contour around the site as closely as possible. The goal is to match grade/contour conditions to as near as the original as possible. The well pad will be reclaimed, leaving only a P&A marker and possibly an Enterprise riser.
9. All requirements and efforts shall be made to mitigate noise and dust emanating from the site.
10. Reclamation of the site will include:
 - a. Removal of fencing
 - b. Re-contouring of well pad
 - c. Reseeding of location

11. BP estimated the cost to reclaim the well pad and proposed three alternate reclamation plans since this well site is in the City's recreation area. They are as follows:

- a. BP leaves the well pad as is, after removal of surface and buried equipment (except the P&A marker and possibly an Enterprise Riser), including the fence. They can offer the City \$11,000.00 to be responsible for reclaiming the well pad.
- b. If the City wants BP to remove the fence, they can offer \$8,000.00 for the City to be responsible for reclamation.
- c. Or BP can reclaim the well pad to near original condition and the City wouldn't be responsible for any reclamation of the well pad.

12. The proposed options for reclamation were provided to:

- a. Joshua Ray, City Manager;
- b. Steve Mueller, Parks & Recreation Director;
- c. Kathy Lamb, Finance Director;
- d. Edward Kotyk, Projects Manager; and
- e. William Homka, Community Development Director.

All favored Option C, where BP reclaimed the well pad and the City is not responsible for any reclamation of the well pad due to workloads and budget restraints at this time.

13. No comments were received as of July 1, 2014 for landowner notices mailed on June 23, 2014.

SUPPORT DOCUMENTS:

1. Permit Application with supporting documentation
 2. Site/Location Map
-

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Oil and Gas Permit Application for plugging and abandoning the BP America Storey B LS # 8, located at 1301 Old Spanish Trail, Aztec, San Juan County, New Mexico for the following reasons:

1. BP can reclaim the well pad to near original condition and the City wouldn't be responsible for any reclamation of the well pad;
2. City of Aztec administrative division managers reviewed the three options proposed by BP and recommend the reclamation;
3. Option C means the City of Aztec will not be responsible for any future concerns regarding the well, and;
4. Option C is the best recommendation considering the City's current workloads and budget restraints.

RECOMMENDED RULING: Move to Approve the Oil and Gas Permit Application for plugging and abandoning the BP America Storey B LS # 8, located at 1301 Old Spanish Trail, Aztec, San Juan County, New Mexico, **accepting Findings of Fact # 1- 13.**



BP AMERICA - STOREY B LS # 8 - TIGER PARK
TAX ID # R0010091 ZONED PUD



	Access/Easements		1		10		30		A
	Sewer Lines		2		12		35		AE
	Electric		3		14				D

FLOOD ZONE

A
 AE
 D

Assoc: JPL 10/11

Property under review 1 in = 300 ft Date: 6/16/2014 Contact Michelle Morgan 505-334-7604

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



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:	<u>BP America Production Company</u>
Address:	<u>200 Energy Court, Farmington</u>
Contact Name:	<u>Jerry Van Riper</u>
Phone:	<u>505-326-9214</u>
Email:	<u>Jerry.VanRiper@BP.com</u>
Name of Off-set Lease/Owner(s):	<u>Burlington Resources</u>
WELL INFORMATION	
Name:	<u>Storey B LS#8 WS 51</u>
API #:	<u>3004511955</u>
Type of Lease:	<u>oil and Gas</u>
Lease Number:	<u>NM 76243</u>
Depth:	<u>6930</u>
Formation:	<u>Fruitland</u>
Location:	<u>SWSW Sec 11-30N-11W</u>
Type of Work:	<u>Plug and Abandon + Reclaim</u>
Contractor:	<u>F&M</u>
Proposed Work Dates:	<u>30 days after approved permit</u>
WELL SITE INFORMATION	
Address:	<u>1301 Old Spanish Trail</u>
Tax ID: <u>R0010091</u>	Parcel Size (acres): <u>434.7 Acres</u>
Zone District:	Current Use: <u>Recreation</u>
Flood Plain:	<input type="checkbox"/> YES <input type="checkbox"/> NO SFHA Zone:
Well Pad Area (sqft):	Existing Pad Area: <u>.4 Acres</u>
	New Pad/ Expansion: <u>NA</u>
	Total Pad Area: <u>Ø</u>
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:	_____

RECEIVED

JUN 05 2014

CITY OF AZTEC
COMMUNITY DEVELOPMENT

Permit #:

Date Started:

Date Finalized:

COA#:

WELL SITE INFORMATION, Cont.

	No.	Horse Power	Gas/ Electric
Compressors:	Existing: NA		
	New:		
	Total:		

Features	Existing	New	Removed
Meter House:			✓
Separators:			✓
Valves			✓
Evaporative Tanks			✓
Production Tanks			
Reserve Pits			
Pump Jacks			
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			
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, Jerry Van Riper
representing BP America
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: JR de Riper
Date: 6/2/14

TO THE AZTEC
06/05/2014 13:43 21
CITY DEV ADMIN FEE (ALL PERMITS)
14-019468
PRSD CA DEV ADMIN FEE 1411.00 AMOUNT 1411.00
PRSD CA DEV OIL & GAS PERMITS 500.00 AMOUNT 500.00
PAYMENT RECEIVED AMOUNT
CHECK# 58358 AMOUNT 510.00
TOTAL AMOUNT 2421.00

City of Aztec
Oil and Gas Permit Application
Checklist for well site: **Storey B LS 8**
Date: 6/2/14

Site Plan:

- There are two site plans attached to this packet showing how the well site is currently configured and another showing the site after reclamation. The plan is to remove all well site equipment, underground piping and wiring and reclaim the well pad. The only thing that will be left is a P&A marker and possibly an Enterprise riser.

Location/Vicinity Map

- Included in the packet

Vegetation Plan

- The well site will be reclaimed to near original condition.

Visual Mitigation Plan

- NA

Wildlife Mitigation Plan

- NA

Noise Mitigation Plan

- NA

Dust Mitigation Plan

- If needed, the well pad will be watered to keep dust down during construction activity.

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

- The P&A sundry attached.

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CITY OF AZTEC
COMMUNITY DEVELOPMENT

City of Aztec
Oil and Gas Permit Application
Work Plan: **Storey B LS 8**
Date: 6/2/14

Plug and Abandon well

- The well will be plugged and abandon per attached BLM Sundry.
- P&A marker set and guarded. Painted (tan or green).

Decommission well equipment

- Surface equipment removed.
- Buried pipe and wiring removed.
- Below grade tank removed, soil tested and closed per State of NM standards.

Proposed reclamation

- Fencing removed.
- Well pad contoured to near original condition.
- Well pad reseeded.

Alternate reclamation plan

- Since this well site is in the city's recreation area, if the City Commission would prefer, BP can estimate what it would cost to reclaim the site and pay the city to be responsible for doing the work themselves and landscaping to meet the surrounding area.

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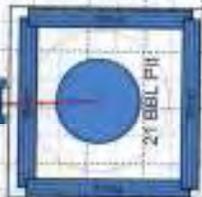
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CITY OF AZTEC
COMMUNITY DEVELOPMENT



Entrance Road

Entrance Road



SEPARATOR



RTU



Meter Run



PIPELINE TIE IN

Entrance Road



 The services of the City of Aztec are provided to the community by the City of Aztec. The City of Aztec is not responsible for the accuracy of the information provided. The City of Aztec is not responsible for the accuracy of the information provided. The City of Aztec is not responsible for the accuracy of the information provided.

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

File: STOREY BLS B PLAN.rvt

Page: STOREY BLS B BEFORE

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CITY OF AZTEC
COMMUNITY DEVELOPMENT

WMS Name: JACQUEZ, G. A. 03/14/14



Entrance Road

Wellhead
H&A MARKER

Entrance Road

PIPELINE
TIE IN

Entrance Road



The services to be provided by the Contractor shall include, but not be limited to, the following:
1. Design and construction of the wellhead and H&A marker.
2. Installation and testing of the wellhead and H&A marker.
3. Completion of all required permits and approvals.
4. Completion of all required safety and environmental measures.
5. Completion of all required documentation and reporting.



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

File: STOREY B LS & PLAN11.vsd

Page: STOREY B LS B AFTER

Well Name: LAQUEZ DC A 101-4V

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COMMUNITY DEVELOPMENT



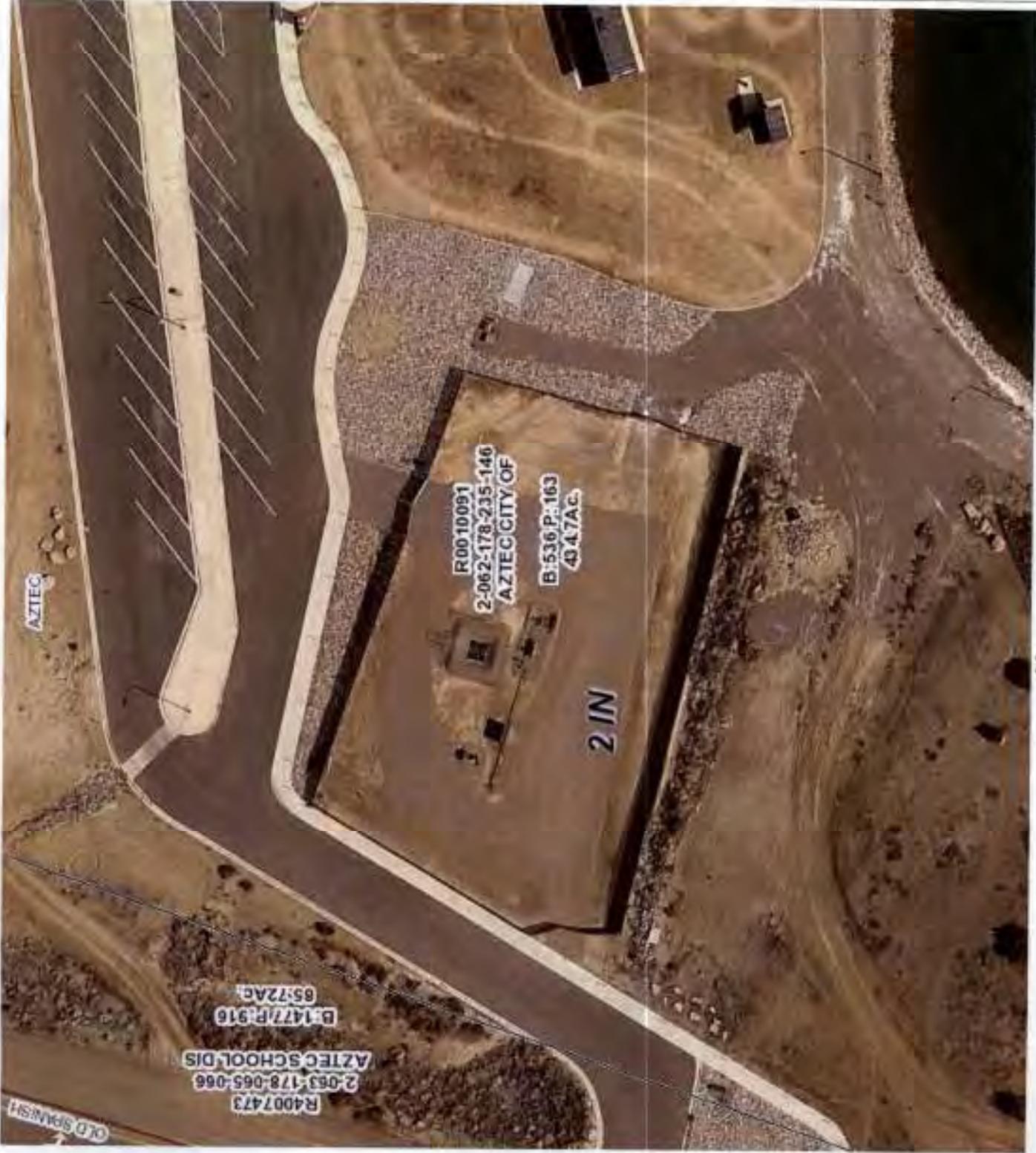
Legend

- Full Address - County & City
- Searchable Parcels
- Parcels - No Labels
- City Roads
- Other Roads
- County Maintained
- Lesser County Maintained
- Navajo Route
- District Roads
- Private Roads
- Lakes
- Rivers
- Aztec City Limits
- Bloomfield City Limits
- Farmington City Limits
- School Districts
- San Juan County Bounds
- Reservation

1:569



The San Juan County Assessor's Office provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data. This map is not intended to be used as a survey. For assessment purposes only.



0.0 Miles

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0.0

Legend

- County & City Addresses - Nur
- Full Address - County & City
- Searchable Parcels
- Parcels - No Labels
- City Roads
- Other Roads
- County Maintained
- Lesser County Maintained
- Highway Route
- Official Space
- Private Roads
- Lakes
- Rivers
- Aztec City Limits
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- Reservation

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1:1,994

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San Juan County Assessor's

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

San Juan County Assessor Property Display for Account #: R0010091

Property Owner(s)

AZTEC CITY OF
 201 W CHACO
 AZTEC, NM 87410

Physical Address: 1301 OLD SPANISH TRL AZTEC
 "→Parcel Map: [MAP PARCEL](#)
 Taxing District: 2IN
 Mill Rate: 0.032781
 Acres: 434.7043
 # of Bldgs: 1

Property Value Information

	2013	2014
Gross Assessed		265377
Net Assessed		0
Exemptions	0.00	
Taxable Value	0	
Taxes:	0.00	

[CLICK FOR MORE PHOTOS \(IF AVAILABLE\)](#)

Photo

Sketch



San Juan County Assessor's **Property Information**

Tax ID: R0010091
 Type: Exempt
 Parcel Number: 2082178235146
 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

Sub Division Legal	Lot	Block

Account Exemptions

Account Additions

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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	

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 CITY OF AZTEC
 COMMUNITY DEVELOPMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0135
Expires: July 31, 2010

SUNDRY NOTICES AND REPORTS ON WELLS
Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.

SUBMIT IN TRIPLICATE - Other instructions on reverse side.

1. Type of Well <input type="checkbox"/> Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other		5. Lease Serial No. NMSF080704
2. Name of Operator BP AMERICA PRODUCTION CO		6. If Indian, Allottee or Tribe Name
3a. Address 501 WESTLAKE PARK BLVD, RM 4.423B HOUSTON, TX 77079		7. If Unit or C/A Agreement, Name and/or No. NMA5
3b. Phone No. (include area code) Ph: 281-366-7148		8. Well Name and No. STOREY B LS 8
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec 11 T30N R11W SWSW 0990FSL 0990FWL 36.822008 N Lat, 107.965729 W Lon		9. API Well No. 30-045-11955-00-S1
		10. Field and Pool, or Exploratory AZTEC FRUITLAND SAND
		11. County or Parish, and State SAN JUAN COUNTY, NM

12. CHECK APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Enclosure Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input checked="" type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation (clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof if the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports shall be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 shall be filed once testing has been completed. Final Abandonment Notices shall be filed only after all requirements, including reclamation, have been completed, and the operator has determined that the site is ready for final inspection.)

BP America Production Company has evaluated the subject well and finds no further potential. BP respectfully requests to plug the entire wellbore.

Please see attached P&A procedure.

In accordance with NMOCD Pit Rule 19.15.17.9 NMAC, BP America Production Company will use a closed-loop system during P&A operations.

**Notify NMOCD 24 hrs
prior to beginning
operations**

RCVD MAR 14 '14

OIL CONS. DIV.
DIST. 3

14. I hereby certify that the foregoing is true and correct. Electronic Submission #238369 verified by the BLM Well Information System For BP AMERICA PRODUCTION CO., sent to the Farmington Committed to AFMSS for processing by STEVE MASON on 03/13/2014 (14SXM0836SE)		RECEIVED JUN 05 2014 CITY OF AZTEC COMMUNITY DEVELOPMENT
Name (Printed/Typed) TOYA COLVIN	Title REGULATORY ANALYST	
Signature (Electronic Submission)	Date 03/11/2014	

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

CITY OF AZTEC
COMMUNITY DEVELOPMENT

Approved By <u>STEPHEN MASON</u>	Title <u>PETROLEUM ENGINEER</u>	Date <u>03/13/2014</u>
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.		
Office Farmington		

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

**** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED ****

NMOCD



BP - San Juan Wellwork Procedure

Storey B LS 008

30-045-11955

Unit Letter Unit M Sec 11 - T30N - R11W

San Juan County, NM

Formation: FT

OGRID Number: 000778

P&A date - May 2014

Basic Job Procedure:

All cement is class G neat at 1.15 yield

1. TOH with 1-1/4" completion.
2. RIH with 4.5" scraper to 2050'
3. RIH with CICR and set at 2000'.
4. Sting into CICR and mix and pump 24 sks (4.9 bbls) of class G neat cement.
5. Un-sting from CICR and POOH.
6. Balance 1500 ft cement plug on top of CICR with 117 sks (24 bbls) class G neat cement. TOC 500 ft.
7. RIH perforate 270' - 275'.
8. Squeeze perms with 80 sks (16.4 bbls) class G neat cement leaving casing full of cement to surface & 260 ft cement between 9 5/8 X 4.5 annulus.
9. Cut well head and weld plate with maker and P&A information.

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CITY OF AZTEC
COMMUNITY DEVELOPMENT

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
FARMINGTON DISTRICT OFFICE
6251 COLLEGE BLVD
FARMINGTON, NEW MEXICO 87402

Attachment to notice of
Intention to Abandon:

Re: Permanent Abandonment
Well: 1 Federal

CONDITIONS OF APPROVAL

1. Plugging operations authorized are subject to the attached "General Requirements for Permanent Abandonment of Wells on Federal and Indian Lease."
2. Farmington Office is to be notified at least 24 hours before the plugging operations commence (505) 564-7750.
3. The following modifications to your plugging program are to be made:
 - a) High H2S has been encountered in the area, therefore you are required to have H2S personal and equipment on location during plugging operations.

You are also required to place cement excesses per 4.2 and 4.4 of the attached General Requirements.

Office Hours: 7:45 a.m. to 4:30 p.m.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office New Mexico

Serial SP 63376

NONCOMPETITIVE

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

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JUL 1 1951
day of _____ by and between the UNITED STATES OF AMERICA, through the
Bureau of Land Management, party of the first part, and John A. Barnett

Box 1123
Essex, New Mexico

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~~
County of San Juan

STATE OF NEW MEXICO

County of San Juan

T. 30 N., R. 11 W., NE1/4, New Mexico

Sec. 11, ~~11~~

I hereby certify that this instrument was
read for record on the 27 day of
October 1951,
at 11:27 o'clock P. M. and duly re-
corded in book 110 page 124
of the records of said county.

W. J. H. H. H. H.
Public Clerk and ex officio Recorder

M. H. H. H.
Deputy

containing 8000 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.

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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.

(4) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedules 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, and 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.

(5) 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) Non-discrimination.—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.

(c) 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 lessee 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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OFFICE OF THE
DIRECTOR

WENT

(December 1949)

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

(g) Fissile materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 75th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissile 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 production 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 utilization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency as 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 431, 432, and 433, title 18, United States Code, 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 Leo F. Sanchez
ASSOCIATE MANAGER Leo F. Sanchez

[Signature]
[Signature]
Witnesses to signature of lessee.

[Signature]
Lessee.

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Schedule "A"
RENTALS AND ROYALTIES

Rentals--To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

- (a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
- (1) For the first lease year, a rental of 50 cents per acre.
 - (2) For the second and third lease years, no rental.
 - (3) For the fourth and fifth years, 25 cents per acre.
 - (4) For the sixth and each succeeding year, 50 cents per acre.
- (b) On leases wholly or partly within the geologic structure of a producing oil or gas field:
- (1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, \$1 per acre.
 - (2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty--To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of \$1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of \$1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production--To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas operating Regulations".

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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Michelle Morgan

From: Van Riper, Jerry D [jerry.VanRiper@bp.com]
Sent: Friday, June 06, 2014 7:24 AM
To: Michelle Morgan
Cc: Van Riper, Jerry D
Subject: Storey B LS 8 - Modification Permit

Michelle,

We have estimated the cost to reclaim the well pad and can offer the following alternatives to the City of Aztec.

- If we leave the well pad as is, after removal of surface and buried equipment (except the P&A marker and possibly an Enterprise Riser), including the fence. We can offer the City \$11,000 to be responsible for reclaiming the well pad.
- If they want us to remove the fence, we can offer \$8,000 for the City to be responsible for reclamation.
- Or BP can reclaim the well pad to near original condition and the City wouldn't be responsible for any reclamation of the well pad.

Please let me know if you need any more information on these alternatives.

Jerry Van Riper

Surface Land Negotiator, San Juan South
Gas Tap Negotiator, San Juan Basin
BP America Production Company
200 Energy Court
Farmington, NM 87401
Office 505-326-9214
Cell 505-320-0192
jerry.vanriper@bp.com

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

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

PUBLIC NOTICE

June 23, 2014

Re: Oil and Gas Permit Request API # 30-045-11955 Storey B LS # 8

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 abandon and cap an existing well located on parcel R0010091 or 1301 Old Spanish Trail. The wells location is 0990' FSL & 0990' FWL (SWSW) Sec. 11 T30N, R11W and called the Storey B LS # 8. Our records indicate you currently own a parcel(s) 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, July 8, 2014 at 6:00 PM** at City Hall, located at 201 W. Chaco Street in 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.

As a surrounding property owner, you are also designated as a party to this Land Use Hearing. You are thus invited to attend the scheduled Commission meeting regarding this matter and give your statement or ask questions of the property owner/well operator as well. You will be given 10 minutes in which to do this in.

In order to be heard, you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 p.m. where you will be directed to sign in at the Clerk's table for the appropriate hearing. I have included a frequently asked questions flyer with more information on this procedure as well.

Community Development will be creating a staff summary for Commission to provide them with additional information on this proposed abandoning request. Please look over the summary prior to the meeting so you are aware of Community Development's stand on this matter. 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 Land Use Hearing you are interested in on the table of contents and click on it to be taken to the staff summary for that Land Use Hearing.

If you have any further questions, please don't hesitate to call me at 505-334-7604, Monday through Thursday from 8:00 a.m. to 5:30 p.m. Thank you.

Sincerely,

Michelle Morgan
Planning Technician / Addressing Coordinator
Community Development

Enclosure: Map
Frequently Asked Questions on Land Use Hearings

7013 1090 0001 7319 7036

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Sent To: **BP AMERICA PRODUCTION CO**
ATTN JERRY VAN RIPER
200 ENERGY COURT
FARMINGTON, NM 87401

PS Form 3800, Aug.

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: **AZTEC SCHOOL DISTRICT 2**
1118 W AZTEC BLVD
AZTEC, NM 87410

PS Form 3800, Aug.

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]* Agent Addressee

B. Received by (Printed Name): *SARACHEREZ* C. Date of Delivery: *6-25-11*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: *FARMINGTON, NM 87401*

3. Service Type: Certified Mail Express Mail Return Receipt for Merchandise Registered Mail Insured Mail C.O.D. Restricted Delivery? (Extra Fee) Yes No

1. Article Addressed to:
BP AMERICA PRODUCTION CO
ATTN JERRY VAN RIPER
200 ENERGY COURT
FARMINGTON, NM 87401

STOREY BLS#8

7013 1090 0001 7319 7036

102595-02-M-1540

Domestic Return Receipt

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]* Agent Addressee

B. Received by (Printed Name): *LAUREN LAWS* C. Date of Delivery: *6-25-11*

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

3. Service Type: Certified Mail Express Mail Return Receipt for Merchandise Registered Mail Insured Mail C.O.D. Restricted Delivery? (Extra Fee) Yes No

1. Article Addressed to:
AZTEC SCHOOL DISTRICT 2
1118 W AZTEC BLVD
AZTEC, NM 87410

STOREY BLS#8

7013 1090 0001 7319 7029

102595-02-M-1540

Domestic Return Receipt

PS Form 3811, February 2004