

AGENDA
City of Aztec
COMMISSION WORKSHOP
October 14, 2014
201 W Chaco, City Hall
5:15 pm to 5:45pm pm

5:15-5:45

A. Water/Sewer Service Line Warranty Program for Residential Customers

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



NLC Service Line Warranty Program Highlights

- ◆ Nearly 200 cities participating nationwide
- ◆ No cost to or liability for the city to participate
- ◆ Healthy, ongoing annual revenue stream for city
- ◆ Educates homeowners about their lateral line responsibilities
- ◆ The **only** utility line warranty program endorsed by the National League of Cities
- ◆ Utility Service Partners handles all marketing and management of the program
- ◆ 24/7/365 bilingual customer service
- ◆ All repairs performed to city code by local, licensed contractors
- ◆ Reduces calls from residents to City Hall for lateral water and sewer line issues
- ◆ Homeowner billed by NLC Service Line Warranty Program
- ◆ USP is a North Central Texas Council of Governments (NCTCG) Shared Services Program Partner
- ◆ City provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- ◆ Saved more than 60,000 homeowners across the country over \$45 million in utility line repair costs
- ◆ Public funds are **not** used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- ◆ The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community.

Participating Cities (Sample of nearly 200)

Large

Atlanta, GA
Madison, WI
Phoenix, AZ
San Diego, CA

Small

Dayton, OH
Edgewood, CO
Franklin Park, IL
Overland Park, KS

*Santa Fe
Farmington*



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®

NLC Service Line Warranty Program Benefits

City

Provides non-tax revenue stream without any investment

Reduces calls to City/Public Works when a homeowner's line fails

Contractors undergo rigorous vetting process to ensure repairs meet city code

Reduces costs associated with sending public works to residents' homes to assess lateral line issues

Keeps money in the local economy by using contractors in the metro area

Contractors must be current with insurance and required licenses

Residents

Affordable utility line repair solution for families on a budget

Educates homeowners about their service line responsibilities

Prevents aggravation of having to find a reliable, reputable plumber

Peace of mind – with one toll-free call a plumber is dispatched

Keeps money in the homeowner's pocket; without warranty repairs cost \$1,300-\$4,000+

No service fees or deductibles, paperwork or forms to complete

Accolades & Accomplishments

- ⊕ Accredited Better Business Bureau member with A+ rating for over 10 years
- ⊕ 2013 Western Pennsylvania Better Business Bureau Torch Award winner for Marketplace Ethics
- ⊕ More than 97% of all submitted claims are approved
- ⊕ A customer satisfaction rating that has exceeded 95% for more than a decade
- ⊕ 9 of 10 customers surveyed have recommended the program to friends, family and neighbors

Learn more about the program online at www.UtilitySP.net or call 1-866-974-4801.

NATIONAL
LEAGUE
of CITIES



Service Line Warranty Program

City of Aztec, NM

Administered by
**Utility
Service**
Partners, Inc.

Building Peace of Mind, One Community at a Time

2013 Winner

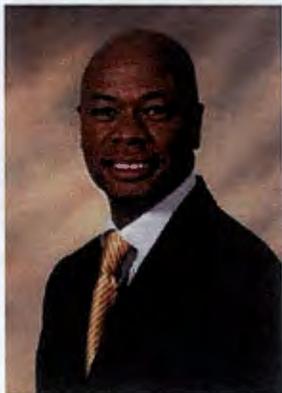
BBB Torch Award for Marketplace Ethics



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



“This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”

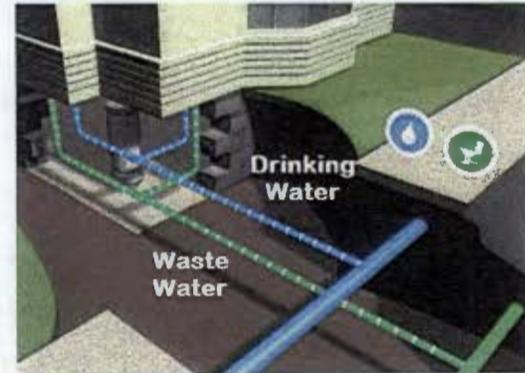
Clarence Anthony
Executive Director
National League of Cities

Infrastructure Challenges ... a National Problem

- ❑ American Society of Civil Engineers gave our national public infrastructure a **D+ rating** in 2013.
- ❑ **EPA** estimates over the next 20 years **\$77 billion** will be spent on repair/replacement of public water distribution systems, \$10 billion on wastewater collection system upgrades, **\$22 billion** for new sewer construction and **\$45 billion** for controlling combined sewer overflows.
- ❑ Municipalities will spend **\$7 billion** to control municipal storm water.
- ❑ More than **850** water main breaks occur **every day** across the country

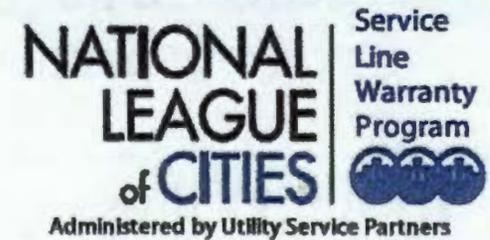
Challenges for Homeowners

- ❑ Lateral lines are subjected to the same elements as public lines ... ground shifting, fluctuating temperatures, tree root penetration, corrosion and more.
- ❑ Out-of-sight, out-of-mind; water and sewer lines are located outside the home and usually underground.
- ❑ Failed lines waste thousands of gallons of water and present an environmental hazard.
- ❑ Many homeowners believe the city is responsible for maintenance of the water and sewer lines on their property OR that repairs are covered by their homeowner's policy.



Municipality Solution for Homeowners

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior



Coverage includes:

- Educating homeowners about their service line responsibilities.
- Up to \$4,000 coverage **per repair incident**.
- Additional allowance for public street and sidewalk cutting.
- No** annual or lifetime limits.
- No** deductibles, service fees, forms or paperwork.
- 24/7/365 availability.
- Repairs made **only** by licensed, **local** contractors.
- Affordable rates and multiple payment methods.

NLC Service Line Warranty Program Highlights

- ❑ **Over 200** cities participating in the National League of Cities Service Line Warranty Program
- ❑ Saved more than **60,000** homeowners over **\$45 million** in service line repair costs
- ❑ Program administered by USP - an **accredited BBB business with an A+ rating**
- ❑ Customer satisfaction rating has **exceeded 95% for more than 10 years**
- ❑ **9 of every 10** customers surveyed have recommended the NLC Service Line Warranty Program to friends, family and neighbors
- ❑ **Less than 3%** of submitted claims are denied



Over 200 Partners in 31 States

- 
- Alabama
 - Arkansas
 - Arizona
 - California
 - Colorado
 - Connecticut
 - Florida
 - Georgia
 - Iowa
 - Illinois
 - Indiana
 - Kansas
 - Kentucky
 - Maryland
 - Michigan
 - Minnesota
 - Missouri
 - North Carolina
 - Nebraska
 - New Mexico
 - Nevada
 - Ohio
 - Oklahoma
 - Oregon
 - Pennsylvania
 - South Carolina
 - South Dakota
 - Texas
 - Virginia
 - West Virginia
 - Wyoming

City Official Comments

"The program has already paid out over \$1 million in repairs and replacements for our homeowner's lateral service lines. My constituents are happy that we have provided this option for city homeowners. We use the revenue associated with the program to assist lower income homeowners with repairs to their service lines. I am sure your City will be pleased with the NLC Service Line Program."

- Felicia Moore, City Councilwoman - Atlanta GA



"This program has been available to Clarksburg's residents for nearly two years, and it's a real winner. Resident satisfaction is high and it's a lot easier to tell citizens about this great service rather than explain why they are on the hook for costly repairs."

- James C. Hunt, past NLC President and former Council Member - Clarksburg, WV

"The Service Line Protection Program helps Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers. The warranties give residents an affordable option for repairs to their sewer and water lines."

- Jon Brodsky, Public Information Officer - Phoenix, AZ



Homeowner Testimonials



- “Glad the city made this recommendation and that I purchased it. Fantastic contractor! ”

- Julie M., Mooresville NC

- “After my recent home fire, it was very comforting to contact SLW and be told that my line would be immediately repaired. The fast service was truly appreciated, and I highly recommend your service - I have already recommended SLW to all my family and friends.”

- James H., Charleston, WV

- “Having water and sewer line coverage is a Godsend. When I bought my home and turned on the water, there was a leak in the alley that the city said I was responsible for - the repair cost a small fortune. Thank you for this protection. It really eases my mind! ”

- Patricia G., Abilene, TX

- “I like the purpose of your company; you are honest and caring. Thank you!”

- Julie M., Mooresville NC

- “I recently had a huge problem with my sewer line and I cannot begin to express how helpful it was to have this coverage. It gets increasingly difficult to keep up with repairs. Having the warranty made it easy.”

- Marsha B., New Brighton, PA

Letter to Councilwoman, Felicia Moore

Dear Felicia,

On Christmas Day my sewer line backed up into my house and into my tub! I could not flush toilets or take a shower or wash dishes or clothes or even my hands. It turned out to be due to a clogged sewer line in my front yard. Thanks to you, I had the warranty and did not have to pay for the \$2000 plus repair! Thank you! The warranty company had good customer service and the local plumbing company that they sent to do the work, Atlanta Plumbing Plus, WAS AMAZING! They did a wonderful job and were very respectful of my property (and my anxiety about the situation). Thank you so much Felicia for always looking out for us!

Cindy

Homeowner, Atlanta, GA

Delain George

From: Ashley Shiwarski [AShiwarski@UtilitySP.net]
Sent: Friday, September 19, 2014 1:37 PM
To: Delain George
Subject: RE: National League of Cities Service Line Program
Attachments: Royalty Term Sheet (Aztec, NM).pdf; NLC SERVICE LINE WARRANTY PROGRAM (AZTEC NM).pdf

Good Afternoon Delain,

I hope everything is going well today. I attached a copy of the Royalty Term Sheet for the City of Aztec to provide to Council prior to our Workshop Meeting. I know when we spoke prior, you informed me that the City of Aztec might be interested in waiving the royalty and passing those savings on to the homeowner. You would be able to do that as well and below shows the difference in pricing for the homeowner depending if you choose a royalty or non-royalty contract. I also attached another document if you would like to include that in the Commission's information packet. If you would like me to provide you with any additional information or if you have any questions prior to Council Workshop don't hesitate to contact me and I would be more than happy to help! I hope you have a wonderful weekend and look forward to meeting you soon.

	Royalty	Non-Royalty
Sewer	\$7.75 per month	\$7.25 per month
Water	\$5.75 per month	\$5.25 per month

Ashley Shiwarski
Business Development
Inside Sales Manager



A Utility Service Partners Company

Utility Service Partners, Inc.
Administrator for the National League of Cities
Service Line Warranty Program
11 Grandview Circle, Suite 100 • Canonsburg, PA 15317
Phone: 724-749-1097 **Email:** ashiwarski@utilitysp.net
Mobile: 412-860-5852 **Web:** www.utilitysp.net
Fax: 724-229-4520

2013 Winner of the BBB Torch Award for Marketplace Ethics
Western Pennsylvania Better Business Bureau®



From: Delain George [mailto:dgeorge@aztecnm.gov]
Sent: Wednesday, September 17, 2014 10:37 AM
To: Ashley Shiwarski
Subject: RE: National League of Cities Service Line Program

Perfect. As of right we have no other workshop topics scheduled for October 14. I will schedule you for 5:00 on October 14. The time will be subject to change, if it does change, it would change to 5:15 or 5:30, just depending if there are any other requests.

Exhibit A
NLC Service Line Warranty Program
City of Aztec, NM
Term Sheet
October 2, 2014
(Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 6 campaigns)
- II. License Provisions
 - a. City logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by City official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - b. External water line warranty
 - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
 - a. 2015 Spring - Sewer
 - b. 2015 Fall - Water
 - c. 2016 Spring - Sewer
 - d. 2016 Fall - Water
 - e. 2017 Spring - Sewer
 - f. 2017 Fall - Water
- VI. Campaign Pricing
 - a. Sewer
 - i. Year 1 - \$7.25 per month; \$82.00 annually
 - ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
 - iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)
 - b. Water
 - i. Year 1 - \$5.25 per month; \$58.00 annually
 - ii. Year 2 - \$5.25 per month; \$58.00 annually (subject to annual review)
 - iii. Year 3 - \$5.25 per month; \$58.00 annually (subject to annual review)

Exhibit A

NLC Service Line Warranty Program
City of Aztec, NM
Term Sheet
September 19, 2014
(Term Sheet valid for 90 days)

I. Term of agreement

a. Initial term

- i. Three years guaranteed (total of 6 campaigns)

II. Annual royalty – \$0.50 per month per paid warranty contract

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products offered

- a. External sewer line warranty
- b. External water line warranty

IV. Scope of Coverage

a. External sewer line warranty

i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]

b. External water line warranty

i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]

V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)

- a. 2015 Spring - Sewer
- b. 2015 Fall - Water
- c. 2016 Spring - Sewer
- d. 2016 Fall - Water
- e. 2017 Spring - Sewer
- f. 2017 Fall - Water

VI. Campaign Pricing

a. Sewer

- i. Year 1 - \$7.75 per month; \$88.00 annually
- ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
- iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)

b. Water

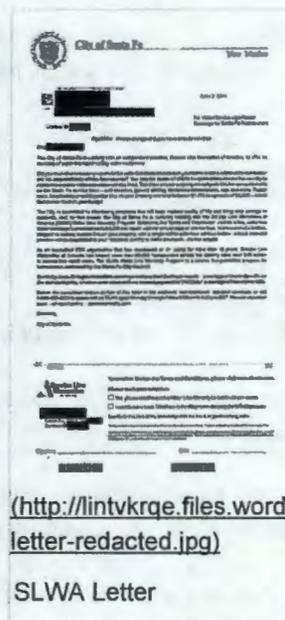
- i. Year 1 - \$5.75 per month; \$64.00 annually
- ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
- iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)



City-endorsed warranty business: smart solution?

By Matt Grubs

Published: July 24, 2014, 10:00 pm | Updated: July 25, 2014, 9:29 pm



ALBUQUERQUE (KRQE) – The letters look official.

They arrive in envelopes with a city seal, on city letterhead, signed by the city, with bold lettering saying they are “endorsed by the Santa Fe City Council.”

They are not sent by the City of Santa Fe.

The letters are a marketing tool used by Service Line Warranties of America to sell what amounts to an insurance plan for residential sewer and water pipes.

And while it’s not the city selling the policies, Santa Fe is completely on board with the company offering them.

“In my opinion, there’s a lot of value in having the insurance,” said Nick Schiavo, the city’s Public Utilities Director. Schiavo points to the fact that the city is old. And, he says, many homes have the pipes to match.

The policies cover pipes that run across private property from municipal connections near the street to homes. They’re often referred to as “yard lines”. Many homeowner’s insurance plans don’t cover breaks or backups in yard lines.

City-Approved

Endorsing a private company’s solicitations, though, is an unusual move for the city.

Schiavo said the SLWA policies come recommended by the National League of Cities, a group that lobbies the federal government on behalf of municipalities.

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Brian Davis, the Southwestern Regional Account Manager for Utility Service Partners, Inc., which operates as Sewer Line Warranties of America, handles Santa Fe's account. Davis said that, because of the gap in coverage for yard lines, many cities see the policies as a way to avoid unpleasant surprises for residents.

Schiavo explained the problem for homeowners who find themselves with a break or backup that happens on their side of the city line: "Not only do you have to pay for the repair of the line, but also for the water that got used when the line was broken."

Like most water in the West, the spilled water is relatively cheap. The cost of making sure it doesn't happen again can range into the thousands. So, after endorsing the program and signing on with SLWA, the city's 31,000 residential water customers got the solicitation letters this spring.

The program is optional, noted Schiavo. The solicitation letters imply that fact, but don't state it explicitly. The city's contract with SLWA allows it to review the letters before they are mailed out.

So far, Schiavo said, city residents who signed up for the policy have cost the company \$45,000 in 85 separate claims. That's a bit more than \$500 per repair call.

A Dissenting Voice

In the cavernous garage at CaitCo Drainworks, a Santa Fe plumbing company, owner Chris Wilson laughed: "You know, I'd love to put the city seal on my business. They wouldn't like that."

When Santa Fe initially announced the agreement with SLWA, Wilson raised a stink, arguing the endorsement hurt local providers.

SLWA countered that its policy is to use only local plumbing companies to handle any calls for service. Homeowners who buy the policies call a toll-free number to ask for service.

But Wilson said he refused to become one of the local contractors for SLWA because he feared the program will work the opposite of the way he runs his plumbing business.

"We want to go fix the problem," he explained, "And leave the decision-making up to the customer."

The Service Line Warranty of America policy says decisions on how to fix an issue are "entirely within the discretion of the company".

Wilson said, "They're using this as a 'keep the lines flowing' program."

Considering the mess of a sewer line backup – "it comes up in the bathtub, comes up in the shower, sometimes goes over the bathtub or the shower pan out onto the floor" – Wilson said a quick clean-out to restore flow to a sewer line clogged by an obstruction such as tree roots may work initially but it could have disgusting consequences if it happens again.

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But the policy doesn't require homeowners to pay a deductible. And if it's necessary to cut into a street, an extra \$4,000 is available. SLWA kicks in \$500 for a cut in a public sidewalk. The policy also doesn't have a yearly cap.

At the city's water and sewer offices, Nick Schiavo said the policy made sense for older homes, where the cost of replacing a line could be significant. If he had a new home, with new yard lines? "I probably would not opt into this program."

Comments for this thread are now closed.



3 Comments KRQE News 13

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George Allegro • 2 months ago

Coercion refers to the control of options, decisions, and actions so that one has little choice but to act according to the will of others.

Share



Old_Military_Guy • 2 months ago

Follow the money, someone in the round house is getting paid for this, it's how the State Senate works, always has been.

1 Share



Drake → Old_Military_Guy • 2 months ago

Or the govener's office . Seems it doesn't change with either party , the gov's office is a second home for corporations and the rich and powerful where they have full access and make backdoor deals !

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ALSO ON KRQE NEWS 13

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77 comments

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17 comments

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42 comments

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27 comments

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Utility Line Protection Program Now Available To Residents



City residents were notified by mail last week about an optional utility line protection program. It is offered at no cost to the City of Santa Fe, and no public funds are used to promote the program, which is provided through the National League of Cities (NLC) and administered by Service Line Warranties of America (SLWA).

City leadership agreed to partner with NLC and SLWA in a good-faith effort to provide residents an option for utility line protection. It is also an opportunity to educate residents that they are responsible for the maintenance and repair of the outside sewer service line that runs from their home to the utility connection.

The City Council adopted Resolution 2012-5, sponsored by Councilors Chris Calvert and Rebecca Wurzbarger, which is a resolution directing staff to explore the National League of Cities service line warranty program, administered by SLWA, as an option for property owners in the City of Santa Fe to purchase water and sewer line protection.

"Many residents are unaware of their responsibility for the sewer lines that go from their home to the utility connection. If these lines break or leak, repairs can be very expensive," said City Councilor, Chris Calvert.

"We chose to participate in this program for several reasons including that it is offered at no cost to the city and it serves to educate our homeowners on their service line responsibilities while saving them money on repairs," said Mayor Pro Tem and City Councilor, Rebecca Wurzbarger.

Currently there are 165 cities participating nationwide including: Phoenix, AZ, San Diego, CA, Las Vegas, NV, Kansas City, MO, Milwaukee, WI, Atlanta, GA to name a few. The warranty will cover sewer line repairs up to \$4,000 plus an additional allowance of \$4,000 for public street cutting, if needed.

It is estimated that approximately 10 percent of homes in Santa Fe (3,700 homes) will experience a lateral water or sewer line failure over the next 12 months. The average sewer line repair cost is approximately \$800. This represents the amount of money homeowners in Santa Fe could be out of pocket if they do not have a service line warranty program for their homeowner's water and sewer lines.

If a city does not participate in the NLC Service Line Program, less than 1 percent of households will have a service line warranty. However, if a city does participate in the NLC program, nearly 30 percent of Santa Fe homeowners will be covered over a 2-4 year period. This means that because of the city's leadership, homeowners in Santa Fe could save an estimated combined total between \$500,000 to \$1 million per year in sewer and water line repairs.

It is also important to note that Santa Fe-based plumbers will be used for the repairs, so the money stays in the local economy and all repairs will be performed to city code.

Service Line Warranties of America is the brand used by the Utility Service Partners, Inc. family of companies. Headquartered in Canonsburg, Pennsylvania, they are one of the nation's largest and most trusted sources of utility line warranties, serving residential customers since 1996. After a decade in business, SLWA has an A+ rating with the Better Business Bureau. SLWA is proud to partner with NLC to deliver this program. The National League of Cities is dedicated to helping city leaders build better communities, and serves as a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans.

For questions about this service, or to enroll, please contact Service Line Warranties of America at 866-922-9006 or visit www.SLWofA.com.



A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
October 14, 2014
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Minutes, September 23, 2014
- B. Travel Requests
- C. American Red Cross Shelter Agreement
- D. Bid #15-0442 Highway Jersey Barriers
- E. Bid #15-0443 Lift Station Stand By Generator
- F. Bid #15-0445 Church St. Improvement Project
- G. Bid 2014-401 Blanco Sewer Line Change Order #1
- H. BuyBoard Cooperative Interlocal Participation Agreement
- I. Memorandum of Understanding (MOU) between the City of Aztec and Christopher Bauer, DVM
- J. Memorandum of Understanding (MOU) Between The City of Aztec and Humane Society Of The Four Corners (HS4C)
- K. Memorandum of Understanding (MOU) Between The City of Aztec and San Juan Animal League (SJAL)
- L. Document Destruction Animal Shelter
- M. Bid 2014-396 Pedestrian Trail Change Order #3(Ed)
- N. Sewer and Water Line Marketing License Agreement

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"

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.

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IX. ITEMS FROM CONSENT AGENDA

X. CITIZENS INPUT (3 Minutes Maximum)

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

XI. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2014-439 Amending Articles II and IV of Chapter 20 Signes

XII. LAND USE HEARING

- A. Application 2014-163 Zone Change 813 S. Main Street

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XV. ADJOURNMENT

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CITY OF AZTEC
COMMISSION MEETING MINUTES
September 23, 2014

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was led by City Attorney, Larry Thrower

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was let by General Services Director, Steve Mueller

IV. ROLL CALL

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

Members Absent: None

Others Present: City Manager, Joshua Ray; City Clerk, Karla Sayler, Project Manager, Edward Kotyk (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve the Consent Agenda as Presented

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

None

VIII. CONSENT AGENDA

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve the Consent Agenda with the exceptions of Item A, Commission Meeting Minutes, September 9, 2014

- A. Pulled
- B. Travel Requests
- C. Special Budget Resolution 2014-945 Airport Fund
- D. Authorized Participation Agreement with San Juan County for Pictometry License Agreement
- E. Library Services Agreement with San Juan County
- F. Senior Citizen Services Agreement with San Juan County
- G. Red Apple Transit Agreement

IX. ITEMS FROM CONSENT AGENDA

- C. Commission Meeting Minutes, September 9, 2014

Correction to Commissioner Rogers report: She will attend the San Juan Safe Communities Meeting.

MOVED by Commissioner Rogers, SECONDED by Commissioner Locke to Approve Consent Item A, Commission Meeting Minutes, September 9, 2014

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

- A. Bid 2014-396 Pedestrian Trail Change Order #2

Josh mentioned that H.O. Construction has requested an extension on the completion date to October 10, 2014 on the handrail installation of the Pedestrian Bridge.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Locke to Approve Bid 2014-396 Pedestrian Trail Change Order #2 for Time Extension

XII. LAND USE HEARINGS

MOVED by Mayor Burbridge to Approve to Table the Land Use Hearing for Zone Change for Mr. Parker until October 28, 2014, SECONDED by Mayor Pro-Tem Sipe

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh reported that the City has received confirmation that the City is 1 of 8 Frontier Communities for the State of NM. The project submitted was the development of the Animas River Corridor. Josh mentioned that there will be a Burrito Breakfast on Thursday at the Electric Department and invited Commission. It will also be the Buy a Boss Auction.

Mayor Burbridge reported that she toured the location of the new School of Energy at San Juan College. She mentioned that this will also be BHP's North American On Shore training facility. The Mayor mentioned that Commissioner Locke and Commissioner Rogers will attend the Get Pinked Rally at McGee Park on October 4th. The next Business After Hours will be on October 3rd at the Microtel Hotel. The Mayor reported that the Annual Celtic Games this year will be on October 3rd-5th and mentioned that volunteers are needed for the event. The Mayor has proposed that the Ribbon Cutting for the Pedestrian Bridge be on Saturday, November 1st. The Mayor mentioned that this year the Chamber is requesting that there be a Down Town Holiday Shopping Festival on Saturday December 13th ending with the Christmas Parade. The Mayor mentioned that there will be a drawing with items from local businesses and mentioned that to be in the drawing the customers will need to purchase \$50 dollars or more from an Aztec business from December 1st-15th. She mentioned that the Theme for the Christmas Parade will be Aztec Sparkles.

Mayor Pro Tem Sipe mentioned that she attended the EDAB meeting on Thursday and mentioned that the Mayor covered the Down Town Holiday Shopping Festival ideas. She mentioned that the members nominated the following businesses for EDGE Awards: High Tech Rental Tools for Manufacturing and Energy Category, Wines of the San Juan for Tourism and Southland Farms for Agriculture. She also mentioned that they covered the Economic Development Strategy Plan. She mentioned that she attended the MPO meeting on Thursday afternoon and they have requested that the City appoint an alternate to the MPO Board and the Technical Committee. She also mentioned that there is no funding available from the HSIP (Highway Safety Improvement Projects). Mayor Pro Tem Sipe reported that there have been no updates on the light safety project at Hwy 550 & 173. She also reported that she met Josh at the Airport and mentioned that the facility is looking very nice.

Commissioner McClure reported that she also met Josh at the Airport for a tour and says it's looking great. She thanked all who put money in to make her a Aztec Sorehead. She reminded everybody that Wines of the San Juan will host their harvest festival that weekend. She mentioned that she attended the San Juan County Bar Association and mentioned that they received the National Harrison Tweed Award.

Commissioner Locke mentioned that she will be attending the Get Pinked Rally at McGee Park. She also mentioned that she has a new granddaughter.

Commissioner Rogers reported that she attended the San Juan County Commission Meeting and mentioned that the tax item passed.

Larry Thrower mentioned that New Mexico Municipal League Attorney, Randy Van Vleck was named Outstanding General Council in the Nation by the International Municipal League Association in Baltimore MD.

XVII. ADJOURNMENT

MOVED by Mayor Pro-Tem Sipe to adjourn the meeting at 7:34 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE:	October 14, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (B)
AGENDA TITLE:	Travel Requests

ACTION REQUESTED BY:	Police, Public Works, City Hall, Electric, MVD, Library, Project Management and Commission
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 Department 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 October 14, 2014

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: OCTOBER 14, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
10/06-07/14	Police	NCIC TAC Update Class Santa Fe, NM.	Yes	No	60.00 75.00 74.87	Meal & Gratuity Allowance Estimated cost for fuel Lodging	Yes
10/15-17/14	Public Works	APWA 2014 Fall Conference Albuquerque, NM.	Yes	No	96.00 75.00 63.00 201.00	Meal & Gratuity Allowance Registration Estimated cost for fuel Lodging	Yes
10/16/14	City Hall	Mainstreet Institutes Revitalization Tools & Techniques Albuquerque, NM.	No	No	36.00 198.13	Meal & Gratuity Allowance Estimated cost for fuel	Yes
10/19-24/14	City Hall	Annual Clerk Conference Albuquerque, NM.	Yes	No	194.40 500.00 75.00 425.00	Meal & Gratuity Allowance Registration Estimated cost for fuel Lodging	Yes
10/19-22/14	Electric	Itron Utility Week San Antonio, TX.	Yes	Yes	216.00 895.00 694.58 717.00	Meal & Gratuity Allowance Registration Airfare Lodging	Yes
10/19-24/14	Electric	Itron Utility Week San Antonio, TX.	Yes	Yes	306.60 995.00 676.89 717.00	Meal & Gratuity Allowance Registration Airfare Lodging	Yes

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: OCTOBER 14, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
10/21-24/14	City Hall	Annual Clerk Conference Albuquerque, NM.	Yes	No	132.00 180.00 70.00 281.37	Meal & Gratuity Allowance Registration Estimated cost for fuel Lodging	Yes
10/21-24/14	MVD	MVD Manager's Conference Santa Fe, NM.	Yes	No	132.00 80.00 210.00	Meal & Gratuity Allowance Estimated cost for fuel Lodging	Yes
10/22-24/14	Library	Annual NM Library Conference Ruidoso, NM.	Yes	No	96.00 75.00 130.00 129.77	Meal & Gratuity Allowance Registration Estimated fuel cost Lodging	Yes
10/22-24/14	Library	Annual NM Library Conference Ruidoso, NM.	Yes	No	96.00 75.00 129.77	Meal & Gratuity Allowance Registration Lodging (Traveling w/Angela W.)	Yes
10/27-31/14	Proj. Mgmt.	3 rd Annual NM Public Safety Communications & GIS Conference Las Cruces, NM.	Yes	No	144.00 425.00 472.91 300.00	Meal & Gratuity Allowance Registration Mileage per rate Lodging *Reimbursable from 911	Yes
11/06/14	Commission	Safety Counseling Safety Training Workshop Albuquerque, NM.	No	No	36.00 142.63	Meal & Gratuity Allowance Estimated cost for fuel	Yes

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: OCTOBER 14, 2014**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY15 Budget Available
11/06/14	City Hall	Safety Counseling Safety Training Workshop Albuquerque, NM.	No	No	36.00	Meal & Gratuity Allowance (Riding w/Josh)	Yes
11/12-14/14	City Hall	NM Main Street Building Creative Communities Conference Santa Fe, NM.	Yes	No	36.00 190.89 244.58 200.00	Meal & Gratuity Allowance Registration Estimated cost for fuel Lodging	Yes

Staff Summary Report

MEETING DATE:	October 14, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (C)
AGENDA TITLE:	American Red Cross Shelter Agreement

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of American Red Cross Shelter Agreement
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

The American Red Cross and the City executed a Disaster Shelter Agreement in October 2013.

The October 2014 agreement reaffirms the City's agreement to provide the Aztec Senior Center to the American Red Cross as a regional disaster shelter.

American Red Cross would provide as much notice as possible to alert the City of the need for the shelter, but in the event of a disaster, the notice could be very short. With the exception of the Sheriff's Department ordering the use of the facility as a disaster shelter, the City would have the option of declining to participate as a shelter if there was a conflict in usage. If the disaster shelter and city usage could be confined to different areas of the building, it may be possible that two uses could occur simultaneously.

Use of the shelter may be coordinated through San Juan County Emergency Management and/or Sherriff's Department.

The American Red Cross will reimburse for costs incurred by the city which would not have been incurred in the normal operation of the facility and could include security, custodial and food services and utility costs. The City would be required to document those costs and request reimbursement with 60 days of the closing of the disaster shelter.

SUPPORT DOCUMENTS:	American Red Cross Shelter Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve American Red Cross Shelter Agreement
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**American Red Cross
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:
Legal name: Aztec Senior ~~Citizen~~ ^{Community} Center
Chapter: _____
24-Hour Point of Contact:
Name and title: _____
Work phone: _____ Cell phone/pager: _____
Address for Legal Notices:

Red Cross:
Legal name: The American National Red Cross
Chapter: The Northwestern New Mexico American Red Cross
24-Hour Point of Contact: National Dispatch Line 1-800-560-2302
Name and title: _____
Chapter phone: 1-505-325-9605 Cell phone/pager: _____
Address:
2100 Cortland Drive, Farmington, New Mexico 87401

Copies of legal notices will also be sent by us to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:
(Insert name and complete street address of building (s) that is part of this Agreement).
401 S. Ash, Aztec, NM 87410
101 S. Park Aztec NM 87410

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the [Facility/Shelter Opening/Closing Form](#), available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. **Security:** In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. **Closing the Shelter:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. **Reimbursement:** The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among bids from at least three*

reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	____COA____	_____
Gas	____COA____	_____
Electricity	____COA____	_____
Waste Disposal	____COA____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

CITY OF AZTEC
Owner (legal name)

THE AMERICAN NATIONAL RED CROSS
(legal name)

By (signature)

By (signature)

SALLY BURBRIDGE
Name (printed)

Name (printed)

MAYOR
Title

Title

OCTOBER 14, 2014

Date

Date

Staff Summary Report

MEETING DATE: October 14, 2014
AGENDA ITEM: VIII. CONSENT (D)
AGENDA TITLE: **Bid 15-0442 Highway Jersey Barriers**

ACTION REQUESTED BY: Electric Department, Finance Department
ACTION REQUESTED: Award of Bid 15-0442
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The City of Aztec Electric Department is in need of large retaining structures to minimize erosion of earthen embankments within the Department's yard.
- This project has been planned for years, meanwhile, the earthen embankments continue to erode and wash away with every heavy rain storm.
- In 2013, the Electric Department contracted with Souder, Miller & Associates (SMA) to engineer and design a permanent retaining wall barrier solution to uphold the failing embankments. The resulting bid, 2014-398, was rejected due to insufficient funds (low bid was \$246,699.96).
- The Electric Department again worked with SMA to determine an alternative method for the construction of a retaining wall. SMA has developed a retaining wall design which uses highway jersey barriers with tie back blocks which will be installed by the Electric Department crew during the winter of 2014/2015.
- The jersey barriers will be stored at Riverside Park until the Electric Department is ready to construct the retaining wall. There may be a requirement to rent equipment to prepare area and install the barriers.

PROCUREMENT / PURCHASING (if applicable)

- Bid 15-0442 was posted and advertised on September 7, 2014
- Bids were opened on Monday, September 21, 2014
- Two (2) responsive bids were received (bid tabulation attached)
- ABC Concrete submitted the low bid in the amount of \$60,400 (not including gross receipts tax). ABC Concrete will deliver the barriers in batches as manufactured over a period of 4 to 6 weeks after notice of award has been issued.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY15 Adopted Annual Budget included the re-appropriation of funds for the retaining wall in the amount of \$115,000 (Joint Utility Fund, Electric Department 500-4510-85000).
- Amount of the bid with gross receipts tax: \$64,741.25

SUPPORT DOCUMENTS: Bid 15-0442 Tabulation Form

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Award of Bid 15-0442 Highway Jersey Barriers to ABC Concrete in the amount of \$60,340



Bid Tabulation
Bid 15-442
Highway Jersey Barriers
Opened September 21, 2014 2:00 PM
Bid Award October 14, 2014

Item	Description	QTY	ABC CONCRETE		MATERIALS INC		
			Delivery Time	Total Bid	Delivery Time	Total Bid	
1	10' Highway Jersey Barriers	100	30 to 45 days	\$45,000.00	30 days	\$41,750.00	
2	Barrier Pins	70	30 to 45 days	\$1,400.00	30 days	\$6,650.00	
3	Tie Back Blocks	70	30 to 45 days	\$14,000.00	30 days	\$15,000.30	
TOTAL BID:				\$60,400.00		\$63,400.30	
Total Bid Comparison Including 5% NM State Preference:				N/A		N/A	
Total Bid Comparison Including 10% Resident Veteran Preference				N/A		N/A	

Bid Award Scheduled for Tuesday, October 14, 2014



Item	Description		
1	10' Highway Jersey Barriers		
2	Barrier Pins		
3	Tie Back Blocks		
TOTAL BID:		\$0.00	\$0.00
Total Bid Comparison Including 5% NM State Preference			
Total Bid Comparison Including 10% Resident Veteran			

Staff Summary Report

MEETING DATE: October 14, 2014
AGENDA ITEM: VIII. CONSENT (E)
AGENDA TITLE: **Bid 15-0443 Lift Station Stand By Generator**

ACTION REQUESTED BY: Public Works Department, Finance Department
ACTION REQUESTED: Award of Bid 15-0443
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The propane generator at the Llano Lift Station is undersized and not able to provide adequate power when required (disruption of electric power service). This results in the pumps unable to operate properly to prevent an overflow of wastewater at the lift station. The wastewater, if it exceeds the lift station containment area, overflows into the Hartman Park parking lot and potentially the Animas River.
- Specifications were developed by the City Engineer and requested a heavy duty industrial diesel or propane powered engine. Bid specification also includes a 2 year full and comprehensive warranty.
- The existing generator will be removed by the contractor and stored at the Public Works yard.
- Staff is requesting approval of the award of the bid and authorization for the City Manager to execute contract documents.

PROCUREMENT / PURCHASING

- Bid 15-0443 was posted and advertised on September 7, 2014
- Bids were opened on Thursday, October 2, 2014
- Two (2) responsive bids were received (bid tabulation attached).
 - Both firms provided bids on a diesel generator
 - One firm provided bid on a propane generator
- The City Engineer reviewed the specifications for each generator provided with the bids submitted and has determined a propane fueled generator best meets the needs of the Public Works Department and the City of Aztec because of possible diesel fuel gelling during cold weather and recommends the award of the bid to MW Electric in the amount of \$72,362.90.

FISCAL INPUT / FINANCE DEPARTMENT

- The FY15 Adopted Annual Budget includes funds for the generator in the amount of \$72,325 (Joint Utility Fund, Wastewater Collection Department 500-4750-83500). Additional funds existing within the Wastewater Collection Department budget have

been identified and will be transferred to meet the financial commitment of the award of this bid.

- Amount of the bid with estimated gross receipts tax: \$82,328.75

SUPPORT DOCUMENTS: Bid 15-0443 Tabulation Form

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Award of Bid 15-0443 Llano Lift Station Stand By Generator to MW Electric in the amount of \$72,362.90 not including NM GRT and authorize the City Manager to execute contract documents on behalf of the City of Aztec.



Bid Tabulation
Bid 15-443
Llano Lift Station 150kW Stand-By Generator
Opened October 2, 2014 2:00 PM
Bid Award Scheduled October 14, 2014

Item	Description	DIESEL GENERATOR				PROPANE GENERATOR			
		FOUR CORNERS ELECTRIC CO INC.		MW ELECTRIC		FOUR CORNERS ELECTRIC CO INC.		MW ELECTRIC	
		Delivery Time	Total Bid	Delivery Time	Total Bid	Delivery Time	Total Bid	Delivery Time	Total Bid
1	Lift Station 150 kW Stand By Power Generator as per specifications	8 weeks	\$51,135.00	6 weeks	\$62,983.55		No Bid	10 weeks	\$76,362.90
TOTAL BID:			\$51,135.00		\$62,983.55		\$0.00		\$76,362.90
Total Bid Comparison Including 5% NM State Preference:			\$48,578.25		N/A		\$0.00		N/A
Total Bid Comparison Including 10% Resident Veteran Preference			N/A		N/A		N/A		N/A

Bid Award Scheduled for Tuesday, October 14, 2014

 The City Engineer reviewed the specifications for each generator provided with the bids submitted and has determined a propane fueled generator best meets the needs of the Public Works Department and the City of Aztec because of possible diesel fuel gelling during cold weather and recommends the award of the bid to MW Electric in the amount of \$72,362.90.

Staff Summary Report

MEETING DATE: October 14, 2014
AGENDA ITEM: VIII. CONSENT (F)
AGENDA TITLE: **Bid 15-0445 Church St Improvement Project**

ACTION REQUESTED BY: Public Works, Finance
ACTION REQUESTED: Award of Bid
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- This project is the replacement of sidewalk, curb and gutter in the 300 block of S Church, between Zia and Mesa Verde, east and west sides of roadway. The roadway will be resurfaced in the spring of 2015.
- The City Engineer went door to door discussing the project with citizens/property owners in the affected area and a public meeting was held on September 17, 2014 at the Public Works Department to provide information about the project and answer any questions.
- A pre-construction meeting will be conducted by the City Engineer on Monday, October 20, 2014.
- City Engineer has coordinated with the IT Dept. IT Department will digitally record pre-construction conditions of the neighborhood to provide Public Works the ability to both evaluate property claims the result of construction and contractor performance.

PROCUREMENT / PURCHASING (if applicable)

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times, September 10, 2014. One Addendum was issued on the project. The bid was publically opened on Monday, September 29, 2014.
- Three bids were received, one of which was rejected due to a non-current registration with NM Workforce Solutions (contractor was notified and registration has been renewed).
- Low responsive bid was received from Carreon Construction LLC. Recent city projects completed by Carreon Construction LLC include the S Lightplant sidewalk project and Kokopelli Park sidewalk.
- This is a quantity bid and final contract amount will be based on actual quantities installed.
 - Low Bid based on engineer estimates: \$68,999.18
- A Notice of Award will be issued following Commission award of the bid which will allow Carreon Construction to acquire Performance and Payment bonds as required. The contract will be executed upon receipt of the bonds. The Notice to Proceed will be issued after the pre-construction meeting has been held.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- Project funding is appropriated in Road Fund, Street Maintenance Services. This project is a locally funded.
 - Bid with GRT: \$74,390
 - 10% Contingency: 7,440
 - Total Funding: \$81,830

- This project is required to be completed within 76 days of the Notice to Proceed. If construction exceeds this time frame without an extension approved by the City Commission, liquidated damages will be assessed at \$500/day.

SUPPORT DOCUMENTS: Bid 15-0445 Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Award of Bid #15-0445 Church St Improvement Project to Carreon Construction LLC in the amount of \$68,999.18 and authorize City Manager to execute construction contract.



Bid Tabulation
Bid 15-445
Church St Improvements 300 Block Sidewalk and Curb/Gutter Improvements
Opened September 29, 2014 2:00 PM
Bid Award October 14, 2014

Item	Description	UNIT	QTY	Carreon Construction LLC		Sterling Brothers		TRC Construction	
				Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	4' wide 4" thick standard sidewalk	LF	910	17.39	\$ 15,824.90	25.00	\$ 22,750.00	34.60	\$ 31,486.00
2	2' wide, 4" thick standard sidewalk	LF	148	14.86	\$ 2,199.28	9.00	\$ 1,332.00	32.58	\$ 4,821.84
3	4' wide, 6" reinforced sidewalk/driveway crossings	LF	225	28.00	\$ 6,300.00	37.00	\$ 8,325.00	45.08	\$ 10,143.00
4	6" Vertical Curb and Gutter	LF	1135	25.00	\$ 28,375.00	25.50	\$ 28,942.50	30.05	\$ 34,106.75
5	Driveway Pad Reconstruction	EA	2	2,750.00	\$ 5,500.00	1,350.00	\$ 2,700.00	1,480.76	\$ 2,961.52
6	Retaining Wall	LS	1	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	4,716.00	\$ 4,716.00
7	Handicapp Ramp	EA	1	2,000.00	\$ 2,000.00	500.00	\$ 500.00	834.12	\$ 834.12
8	Traffic Control	LS	1	3,800.00	\$ 3,800.00	1,000.00	\$ 1,000.00	5,334.82	\$ 5,334.82
					\$ -		\$ -		\$ -
TOTAL BID:					\$ 68,999.18		\$ 71,549.50		\$ 94,404.05
Total Bid Comparison Including 5% NM State Preference:					\$ 65,549.22		\$ 67,972.09		\$ 89,683.85
Total Bid Comparison Including 10% Resident Veteran Preference									

One bid rejected due to non-current NMDWS registration.

 Bid Award Scheduled for Tuesday, October 14, 2014.

Staff Summary Report

MEETING DATE: October 14, 2014
AGENDA ITEM: VIII. CONSENT (G)
AGENDA TITLE: **Bid 2014-401 Blanco Sewer Line Change Order #1**

ACTION REQUESTED BY: Public Works Department
ACTION REQUESTED: Approval of Bid 2014-401 Change Order #1
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Bid 2014-401 was awarded by the City Commission on February 25, 2014 to TRC Construction, Inc. The Notice to Proceed was issued March 10, 2014 and required substantial completion by February 26, 2014. The bid included an incentive of \$500/day up to 10 days for early completion.
- Substantial completion occurred June 16, 2014 and TRC Construction met the requirements for 100% of the incentive.
- This project was a quantity bid and payment is based on actual quantities installed. Actual curb and gutter removal and new construction was less than the engineer's estimate resulting in a decrease of \$469.69 to the original bid award.

PROCUREMENT / PURCHASING

- Original Bid \$136,474.43
- Change Order #1
 - Incentive 5,000.00 +
 - Curb & Gutter to Actual Quantities 469.69 –
- Adjusted Contract Amount \$141,004.74

FISCAL INPUT / FINANCE DEPARTMENT

- This project was budgeted in FY14 and lacking payment request from TRC Construction, an estimate for the total project was posted to the financial system in the amount of \$152,136.49. With the change order, actual costs for the project are \$152,020.74 with NM gross receipts tax. This is not a FY15 budgetary item.

SUPPORT DOCUMENTS: Change Order #1

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2014-401 Change Order #1 in the amount of \$4,530.31 plus NM Gross Receipts Tax

CONTRACT CHANGE ORDER

CONTRACTOR: TRC Construction, Inc 789 Highway 516 Flora Vista, NM 87415	CHANGE ORDER No. 1 PROJECT: Blanco Sewer Line PROJECT No. 2014-401
OWNER: City of Aztec 201 W. Chaco, Aztec, NM 87410	ENGINEER: CHC Engineering, LLC 50 Valley Court, Durango, CO 81301
DATE OF ISSUE: 6/16/2014	EFFECTIVE DATE: 6/16/2014

The Contractor is hereby directed to make the following changes in the Contract Documents.

Description:
 Contract incentive of \$500.00 per day for up to 10 days for early completion. Reduction in actual quantity of curb and gutter placed and removed.

Reason for Change Order:
 Contractor was substantially complete more than 10 days prior to construction completion date. Actual field quantities.

Attachments: *(List documents supporting change and justifying cost and time)*

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <p style="text-align: right;">\$136,474.43 plus NMGR</p>	Original Contract Times: <i>(calendar days)</i> <p style="text-align: right;">120 Days</p>
Net changes from previous Change Orders <p style="text-align: right;">\$0 plus NMGR</p>	Net changes from previous Change Orders <i>(calendar days)</i> <p style="text-align: right;">0 Days</p>
Contract Price Prior to this Change Order: <p style="text-align: right;">\$136,474.43 plus NMGR</p>	Contract Times prior to this Change Order: <i>(calendar days)</i> <p style="text-align: right;">120 Days</p>
Net Increase (decrease) of this Change Order: <p style="text-align: right;">\$4,530.31 plus NMGR</p>	Net Increase (decrease) of this Change Order: <i>(calendar days)</i> <p style="text-align: right;">0 Days</p>
New Contract Price with all Approved Change Orders: DATE OF ISSUE: 6/16/2014 <p style="text-align: right;">\$141,004.74 plus NMGR</p>	New Contract Times with all Approved Change Orders: <i>(calendar days)</i> <p style="text-align: right;">120 Days</p>

RECOMMENDED: (Engineer) CHC Engineers, LLC By: <i>R. D. D.</i> Date: 6/16/2014	APPROVED: (Owner) City of Aztec By: <i>UD</i> Date: <i>10/7/14</i>
ACCEPTED: (Contractor) By: <i>R. D. D.</i> Date: <i>9-9-14</i>	REVIEWED: (Funding Agency) By: NA Date:

Staff Summary Report

MEETING DATE:	October 14, 2014
AGENDA ITEM:	VIII. CONSENT (H)
AGENDA TITLE:	<u>BuyBoard Cooperative Interlocal Participation Agreement</u>
ACTION REQUESTED BY:	Public Works Department
ACTION REQUESTED:	Approval of Agreement
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations to streamline the buying process for schools, municipalities and other public entities. Developed to comply with state laws which require government entities to make purchases from an approved list of vendors who have gone through a competitive procurement process, BuyBoard gives districts the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering.
- Upon submittal of the signed Interlocal Participation Agreement, login information will be provided to access cooperative's purchasing website.

PROCUREMENT / PURCHASING

- **NMSA 1978 13-1-135. Cooperative procurement authorized.**
 - A. Any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to this subsection shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located outside this state. An approved and signed copy of all cooperative procurement agreements entered into pursuant to this subsection shall be filed with the state purchasing agent. A cooperative procurement agreement entered into pursuant to this subsection is limited to the procurement of items of tangible personal property, services or construction.
- The City currently has agreements with multiple purchasing cooperatives.

FISCAL INPUT / FINANCE DEPARTMENT

- The BuyBoard cooperative potentially provides increased efficiency and productivity of City Departments through streamlined procurement and the opportunity to save public funds through negotiated price agreements

SUPPORT DOCUMENTS: BuyBoard Interlocal Participation Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve BuyBoard Interlocal Participation Agreement



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
- (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.
4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the State of Rhode Island.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The National Purchasing Cooperative, acting on behalf of all other Cooperative Members

By: _____
Director, State Association Partnership Services

Date: _____

[Additional signature page follows.]

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

CITY OF AZTEC
(Name of Local Government)

By: _____ Date: 10/14/2014
Signature of authorized representative of Cooperative Member

SALLY BURBRIDGE, MAYOR
Printed name and title of authorized representative

Coordinator for the
Cooperative Member is: KATHY LAMB
Name

FINANCE DIRECTOR
Title

201 W CHACO
Mailing Address

AZTEC
City

NM 87410
State Zip Code

505-334-7653
Telephone

505-334-7649
Fax

klamb@aztecnm.gov
Email

[Last page. Nothing follows.]

Staff Summary Report

MEETING DATE: October 14, 2014

AGENDA ITEM: VIII. CONSENT AGENDA (I)

AGENDA TITLE: Memorandum of Understanding (MOU) between the City of Aztec and Christopher Bauer, DVM

ACTION REQUESTED BY: Tina Roper

ACTION REQUESTED: Approve the Memorandum of Understanding (MOU) between The City of Aztec and Christopher Bauer, DVM

SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS (Leading Department)

Dr. Bauer has agreed to act as the Supervising Veterinarian for the Animal Shelter

FISCAL INPUT (Finance Department)

Dr. Bauer will be paid \$70.00 per hour for his services. Adoption fees will offset the cost of his service.

SUPPORT DOCUMENTS: Memorandum of understanding between the City of Aztec and Christopher Bauer, DVM

DEPARTMENT'S RECOMMENDED MOTION: MOVE and SECOND to APPROVE the Memorandum of Understanding (MOU) between the City of Aztec and Christopher Bauer, DVM

MEMORANDUM OF UNDERSTANDING
(City of Aztec and Dr. Christopher Bauer)

This AGREEMENT, entered into this 14th day of October, 2014, between City of Aztec, and Christopher Bauer, DVM, hereafter referred to as “Supervising Veterinarian, Cooperating Veterinarian and/or Veterinarian”.

WHEREAS, the City of Aztec is required by Federal Law to have a Cooperating Veterinarian Named at Aztec Animal Care and Control

WHEREAS, Christopher Bauer, DVM, agrees to act as the Cooperating Veterinarian for Aztec Animal Care and Control

WHEREAS, the name of Christopher Bauer, DVM, will appear on Aztec Animal Care and Controls D.E.A. controlled substance license. This document will be kept on record at Aztec Animal Care and Control.

IT IS NOW THEREFORE AGREED BETWEEN THE PARTIES, AS FOLLOWS;

- A. Aztec Animal Care and Control agrees to complete monthly stat records. Aztec Animal Care and Control is responsible for the policy and procedures of its operation, and will maintain a monthly events calendar and such records will be made available to the Supervising Veterinarian upon request.
- B. Aztec Animal Care and Control further agrees to follow all recommendations as set forth by the Supervising Veterinarian.
- C. This agreement is effective upon execution and shall expire on October 14, 2016
- D. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice of said breach.
- E. This agreement shall not be altered, changed or amended except by written document signed by both parties.
- F. This agreement constitutes the entire agreement between the parties.
- G. This agreement shall be governed by the laws of the State of New Mexico.
- H. The Supervising Veterinarian shall not be held liable or responsible for the deficiencies in Aztec Animal Care and Control’s operation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Christopher Bauer, DVM

City of Aztec

Signature

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE: October 14, 2014

AGENDA ITEM: VIII. CONSENT AGENDA (J)

AGENDA TITLE: Memorandum of Understanding (MOU) between the City of Aztec and Humane Society of the Four Corners (HS4C)

ACTION REQUESTED BY: Tina Roper

ACTION REQUESTED: Approve the Memorandum of Understanding (MOU) between The City of Aztec and Humane Society of the Four Corners

SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS (Leading Department)

The Humane Society of the Four Corners receives a continuing grant from the DJ&T Foundation to cover the cost of spays and neuters for domestic animals. By allowing HS4C to use the clinic at the Aztec Animal Shelter they will be able to continue their efforts to spay and neuter animals at a reduced rate. This will benefit our entire community.

FISCAL INPUT (Finance Department)

None. Humane Society of the Four Corners will pay Dr. Bauer for his services and the will pay the Aztec Animal Shelter for all medical supplies used on their animals.

SUPPORT DOCUMENTS: Memorandum of understanding between the City of Aztec And the Humane Society of the Four Corners

DEPARTMENT'S RECOMMENDED MOTION: MOVE and SECOND to APPROVE the Memorandum of Understanding (MOU) between the City of Aztec and the Humane Society of the Four Corners.

MEMORANDUM OF UNDERSTANDING
(City of Aztec and The Humane Society of the Four Corners)

This Agreement, entered into this 14th day of October, 2014, between City of Aztec, and The Humane Society of the Four Corners (HS4C)

WHEREAS, the City of Aztec will allow The Humane Society of the Four Corners to have animals sterilized at Aztec Animal Care and Control.

IT IS NOW THEREFORE AGREED BETWEEN THE PARTIES, AS FOLLOWS;

- A. The Humane Society of the Four Corners will provide vouchers to Aztec Animal Care & Control. Aztec Animal Care & Control will obtain pet owner information, fill out vouchers, schedule appointments and provide after care instructions for all pets.
- B. Aztec Animal Care and Control will provide a detailed record of all spays, neuters, breeds, and weight of all animals to the Humane Society of the Four Corners.
- C. The Humane Society of the Four Corners agrees to the following fee schedule:

Animal	Size	Animal Care & Control	Veterinarian	Total
Cat - Male	All	\$25.00	\$25.00	\$50.00
Cat – Female	All	\$30.00	\$30.00	\$60.00
Dogs	0 - 30 lbs.	\$40.00	\$35.00	\$75.00
Dogs	31 - 60 lbs.	\$45.00	\$40.00	\$85.00
Dogs	61 – 90 lbs.	\$50.00	\$45.00	\$95.00
Dogs	91 + lbs.	\$55.00	\$50.00	\$105.00

- D. This agreement is effective upon execution and shall expire on October 14, 2016.
- E. This agreement may be terminated upon breach of any of the provisions of this agreement upon thirty (30) days written notice, provided said breach has not been corrected within ten (10) days of receiving notice of said breach.
- F. This agreement shall not be altered, changed or amended except by written document signed by both parties.
- G. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Humane Society of the Four Corners

City of Aztec

Signature

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE: October 14, 2014

AGENDA ITEM: VIII. CONSENT AGENDA (K)

AGENDA TITLE: Memorandum of Understanding (MOU) between the City of Aztec and San Juan Animal League (SJAL)

ACTION REQUESTED BY: Tina Roper

ACTION REQUESTED: Approve the Memorandum of Understanding (MOU) between The City of Aztec and San Juan Animal League

SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS (Leading Department)

The San Juan Animal League has funding to cover the cost of spays and neuters for domestic animals. By allowing SJAL to use the clinic at the Aztec Animal Shelter they will be able to continue their efforts to spay and neuter animals at a reduced rate. This will benefit our entire community.

FISCAL INPUT (Finance Department)

None. San Juan Animal League will pay Dr. Bauer for his services and the will pay the Aztec Animal Shelter for all medical supplies used on their animals.

SUPPORT DOCUMENTS: Memorandum of understanding between the City of Aztec And the San Juan Animal League

DEPARTMENT'S RECOMMENDED MOTION: MOVE and SECOND to APPROVE the Memorandum of Understanding (MOU) between the City of Aztec and the San Juan Animal League.

MEMORANDUM OF UNDERSTANDING
(City of Aztec and The San Juan Animal League)

This Agreement, entered into this 14th day of October, 2014, between City of Aztec, and The San Juan Animal League (SJAL)

WHEREAS, the City of Aztec will allow The San Juan Animal League to have animals sterilized at Aztec Animal Care and Control.

IT IS NOW THEREFORE AGREED BETWEEN THE PARTIES, AS FOLLOWS;

- A. The San Juan Animal League will provide vouchers to Aztec Animal Care & Control. Aztec Animal Care & Control will obtain pet owner information, fill out vouchers, schedule appointments and provide after care instructions for all pets.
- B. Aztec Animal Care and Control will provide a detailed record of all spays, neuters, breeds, and weight of all animals to the San Juan Animal League.
- C. The San Juan Animal League agrees to the following fee schedule:

Animal	Size	Animal Care & Control	Veterinarian	Total
Cat - Male	All	\$25.00	\$25.00	\$50.00
Cat – Female	All	\$30.00	\$30.00	\$60.00
Dogs	0 - 30 lbs.	\$40.00	\$35.00	\$75.00
Dogs	31 - 60 lbs.	\$45.00	\$40.00	\$85.00
Dogs	61 – 90 lbs.	\$50.00	\$45.00	\$95.00
Dogs	91 + lbs.	\$55.00	\$50.00	\$105.00

- D. This agreement is effective upon execution and shall expire on October 14, 2016.
- E. This agreement may be terminated upon breach of any of the provisions of this agreement upon thirty (30) days written notice, provided said breach has not been corrected within ten (10) days of receiving notice of said breach.
- F. This agreement shall not be altered, changed or amended except by written document signed by both parties.
- G. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

San Juan Animal league

City of Aztec

Signature

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Staff Summary

MEETING DATE:	October 14, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (L)
AGENDA TITLE:	Animal Care & Control Document Destruction

ACTION REQUESTED BY:	Tina Roper
ACTION REQUESTED:	Approval of Animal Care and Control Document Destruction
SUMMARY BY:	Tina Roper

PROJECT DESCRIPTION / FACTS

The following documents will be shredded once approved by Commission:

- Intake Sheets (hard copies, all current records for the last 3 years are in the Chameleon software.)
- Medical Records (also in Chameleon software.)

SUPPORT DOCUMENTS:	NONE
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DEPARTMENT'S RECOMMENDED MOTION: Move to **APPROVE** Animal Care and Control Document Destruction

Staff Summary Report

MEETING DATE:	October 14, 2014
AGENDA ITEM:	VIII. CONSENT (M)
AGENDA TITLE:	Bid 2014-396 Pedestrian Trail Change Order #3

ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approve Bid 2014-396 Pedestrian Trail Change Order #3 for Upgrade in Crossing LED Signage
SUMMARY BY:	Edward Kotyk

PROJECT DESCRIPTION / FACTS

- H.O. Construction was awarded the contract to construct the pedestrian trail from the bridge to Hampton Arroyo at the June 10th Commission meeting.
- After pre-construction meeting held on July 28th, notice to proceed with the project was issued for August 11, 2014.
- Per engineer design by HDR, the LED Sign Crossing at Ruins Road was designed for 24/7 flashing LED lights. Staff in discussion determined that pedestrian activated flashing would be best for the following reasons:
 - Extend life of LED;
 - Extend life of batteries;
 - Motorists would not be come so accustomed to flashing signage that it becomes ignored and possibly endangers pedestrians.
- In addition to the pedestrian activation option, a wireless option to allow sign communication is being selected so that both LED signs flash when activated on either side.

PROCUREMENT / PURCHASING

- Original Bid including GRT: \$305,389.69
- Change Order #1 w/ GRT: 1,897.50
- Change Order #2 (time only) 0.00
- Change Order #3 w/ GRT: 2,706.09
- Adjusted Contract w/ GRT \$309,993.28
- Change Order #2 extended project completion date from 7/3/2014 to 10/10/2014.

FISCAL INPUT / FINANCE DEPARTMENT

- Project inspection is scheduled for Thursday, October 9, 2014. It is anticipated substantial completion will be issued on the 9th which sets the date for the start of a one year warranty period on the project and closes the contractual construction days. Project

completion and city acceptance will occur after installation of the pedestrian activated controls and any items identified in the 10/9/14 inspection are completed.

- Sufficient funds are available in the project budget to meet the financial commitment of this change order.
- This project is 100% funded with local funds.

SUPPORT DOCUMENTS:

- Change Order Quote
- Change Order Form

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Approve Bid 2014-396 Pedestrian Trail Change Order #3 for Upgrade in Crossing LED Signage.

H.O. CONSTRUCTION, INC
 PO BOX 9468
 ALBUQUERQUE, NM 871119
 PHONE: 505-873-0554

Estimate

Date	Estimate #
10/7/2014	2014-94

Name / Address
CITY OF AZTEC. 201 WST CHACO AZTEC NM 87410

Project

PEDESTRIAN TRAIL BID #2014-396

Item	Description	Qty	Rate	Unit	Total
1	COMBINATION BIKE AND PEDESTRIAN CROSSING	2	495.00	EA	990.00T
2	PUSH BUTTON ON WIRELESS COMMUNICATION BETWEEN SIGNS (CHANNEL A)	2	760.00	EA	1,520.00T

Signature _____	Subtotal	\$2,510.00
	Sales Tax (7.8125%)	\$196.09
	Total	\$2,706.09

Phone #	Fax #
505-873-0554	505-452-0844

**CITY OF AZTEC
CONTRACT CHANGE ORDER**

Change Order Requested by (Owner – Contractor): City of Aztec – H.O. Construction

Project: Pedestrian Bridge Trail

Change Order No: 3

Date: 8/21/2014

Purchase Order No:

Contractor: H.O. Construction Inc.

Address: P.O. Box 9468. Albuquerque, NM 87119

Owner: City of Aztec

Address: 201 W Chaco St, Aztec, NM 87410

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$	305,389.69
2. Total Contract Amount Including Previously Approved Change Orders (increase and/or deductions, including Tax)	\$	307,287.19
3. Amount of this Order (Estimated) or (Firm) (Including Tax)	\$	2,706.09
4. Total Revised Contract Amount to Date (Including Tax)	\$	309,993.28
5. Monetary Basis of Change Order		
A. Unit Bid Price		Push button pedestrian activation (2) and wireless communication (2)
B. Cost Plus _____%		(Percentage to be filled in by Owner)

(Note: Items 2-5 Incl., to be filled in only if Change Order involves a monetary change.)

6. Original Contract Completion Date _____ calendar days from notice to proceed

7. New Completion Date Due to this _____ calendar days from end of 45 days
Change Order _____

**REASONS FOR CHANGE ORDER INCLUDING ESTIMATED OR FIRM COST BREAKDOWN
(See attached sheets _____ to _____).**

The work covered by this order shall be performed under the same terms and conditions as that included in original contract.

CHANGE ORDER ACCEPTED AND APPROVED

By: _____ Date: _____
Contractor

CHANGE ORDER RECOMMENDED

By: _____ Date: _____
Engineer

CHANGE ORDER APPROVED

By: _____ Date: _____
Mayor, City of Aztec

Staff Summary Report

MEETING DATE:	October 14, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (N)
AGENDA TITLE:	<u>Sewer and Water Line Marketing License Agreement</u>

ACTION REQUESTED BY:	Utility Administration Department
ACTION REQUESTED:	Approval of Agreement
SUMMARY BY:	Delain George

PROJECT DESCRIPTION / FACTS

- Service Line Warranties has provided an agreement between the City of Aztec and Service Line Warranties of America, Inc. granting SLWA a non-exclusive license to use City's name and logo on letterhead, bills and marketing materials to offer residential property owners the opportunity, but not the obligation, to purchase a service line warranty.
- Nearly 200 cities participating nationwide, New Mexico Cities include Farmington and Santa Fe.
- No cost to or liability for the city to participate
- Educates homeowners about their lateral line responsibilities
- The only utility line warranty program endorsed by the National League of Cities
- Utility Service Partners handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- City provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- The National League of Cities (NLC) Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community.

PROCUREMENT / PURCHASING

N/A

FISCAL INPUT / FINANCE DEPARTMENT

- Public funds are not used in the marketing, distribution or administration of the NLC Service Line Warranty Program

SUPPORT DOCUMENTS:	Sewer and Water Line Marketing License Agreement
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Sewer and Water Line Marketing License Agreement between the City of Aztec and Service Line Warranties of America, Inc.

**SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE
CITY OF AZTEC, NEW MEXICO, AND SERVICE LINE WARRANTIES OF
AMERICA, INC.**

This SEWER AND WATER LINE MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [_____, 20__] ("Effective Date"), by and between the City of Aztec, New Mexico ("City"), and Service Line Warranties of America, Inc. ("SLWA"), a Delaware corporation, herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.

3. Term. The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring and Fall campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. Indemnification. SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Joshua Ray
City of Aztec
201 W Chaco St
Aztec, NM 87410
Phone (505) 334-7606

To: SLWA:
ATTN: Vice President, Business Development
Service Line Warranties of America, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

6. Modifications or Amendments/Entire Agreement. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. Assignment. This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

8. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

9. Choice of Law/Attorney Fees. The governing law shall be the laws of the State of New Mexico. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. Incorporation of Recitals and Exhibits. The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF AZTEC AND SERVICE LINE WARRANTIES OF AMERICA, INC.

CITY OF AZTEC

By: _____

SERVICE LINE WARRANTIES OF AMERICA, INC.

By: _____

Brad H. Carmichael, Vice President

By: _____

Edwin F. Westfield, III, Chief Financial Officer

Exhibit A
NLC Service Line Warranty Program
City of Aztec, NM
Term Sheet
October 2, 2014
(Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 6 campaigns)
- II. License Provisions
 - a. City logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by City official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - b. External water line warranty
 - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
 - a. 2015 Spring - Sewer
 - b. 2015 Fall - Water
 - c. 2016 Spring - Sewer
 - d. 2016 Fall - Water
 - e. 2017 Spring - Sewer
 - f. 2017 Fall - Water
- VI. Campaign Pricing
 - a. Sewer
 - i. Year 1 - \$7.25 per month; \$82.00 annually
 - ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
 - iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)
 - b. Water
 - i. Year 1 - \$5.25 per month; \$58.00 annually
 - ii. Year 2 - \$5.25 per month; \$58.00 annually (subject to annual review)
 - iii. Year 3 - \$5.25 per month; \$58.00 annually (subject to annual review)

Staff Summary Report

MEETING DATE:	October 14, 2014
AGENDA ITEM:	XI. BUSINESS ITEM (A)
AGENDA TITLE:	Final Adoption of Ordinance 2014-439 Amending Articles II and IV of Chapter 20 Signs

ACTION REQUESTED BY:	William M. Homka AICP, Community Development Director
ACTION REQUESTED:	Approve Final to Adopt Ordinance 2014-439 Amending Articles II and IV of Chapter 20 Signs
SUMMARY BY:	William M. Homka AICP

PROJECT DESCRIPTION / FACTS

At the regularly scheduled Commission Agenda on April 22, 2014 Community Development requested a moratorium on fees charged for Garage Sale sign permits. The moratorium is still in effect and the Community Development Department has been waiving the \$10 Administrative Fee and the \$25 Sign fees. Community Development has amended the sign code to remove the fee charged for garage sale signs and proposes some other changes to the Sign Code. Some changes are measurement and content based, such as discontinuing the relationship between sign size and roadway speed limits. The rest of the changes are proposed to help areas of the code read better and remove some language that was contradictory.

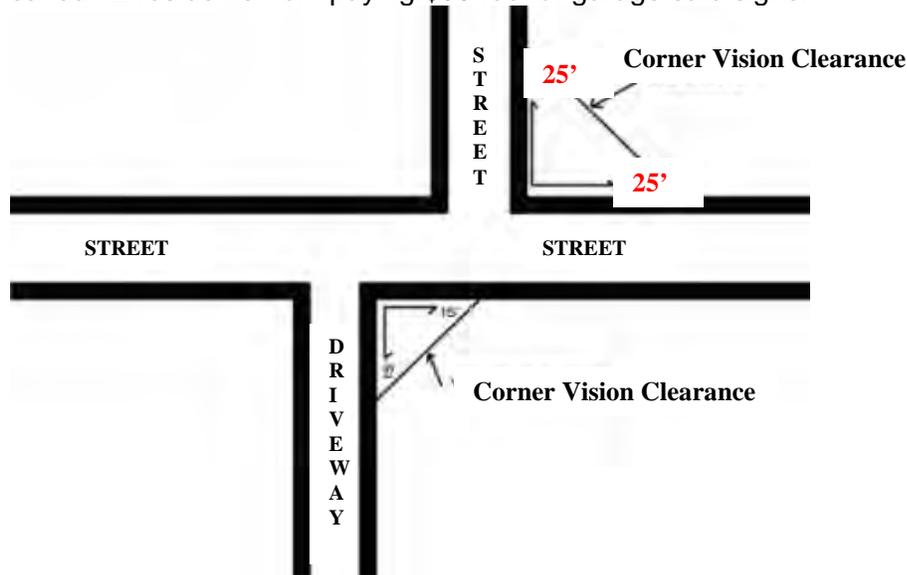
The proposed amendments are attached and the changes are highlighted in 'red' using Microsoft Word's change tracking function. It is important to note a few additional changes have been made since the original amendments were introduced at the Commission's September 9 meeting. Two are the result of working with applicants and applying the existing sign code: wall sign ratio to façade, and; corner vision clearance. Allowable wall sign area should be reduced from 30% of the façade to 20%. Corner visibility measurements are proposed for reduction from thirty (30') feet to twenty-five (25') feet. Other changes are in the glossary and reference corner visibility.

Reducing the amount of wall signage by 10% was suggested by a sign company representative. He and Mr. Homka reviewed a proposed application with the sign code's proposed changes. The sign representative expressed his opinion that permitting a wall sign to be 30% of a façade would look disproportionately large. He also implied such a sign would never happen due to the expense. He recommended the percentage be reduced to 20% of a building's façade.

The other new change was discovered by Bob Carmen, Aztec's Code Enforcement Officer He pointed to a disparity in requirements for corner vision triangle distance in the sign code and land use code. Chapter 20 Signs, Section 20-5-2 Vision Clearance required a thirty (30') foot distance; Chapter 26 Land Use, Section 26-1-7 (5) requires twenty-five (25') feet. Both measurements should be the same. This change also affects the glossary and the figure explaining corner vision clearance (presented on the next page).

Community Development plans future edits to the Sign Code and the Zoning Code. But the

garage sale moratorium 180 deadline is fast approaching. Since April the moratorium has saved 42 residents from paying \$35 fee for garage sale signs.



The proposed amendments were introduced at the City Commission's regularly scheduled meeting on September 9, 2014. This is the third City Commission meeting. Staff has received no comments from the public about the proposed changes. Two sign companies have discussed the code with Mr. Homka.

FINDINGS OF FACT

Staff recommends the Aztec City commission adopt Ordinance 2014-439 Amending Articles II and IV of Chapter 20 Signs because the amendments improve the Sign Code for the following four (4) reasons:

1. Better signage ratio requirements to building sizes;
2. Repairs and/or replaces various language to make the ordinance read correctly;
3. Apply standards that are more definitive and less subject changes to extraneous measurements, such as speed limits, that can change irrespective of the zoning code;
4. Recognize that the code is a working document and future changes lie ahead for the sign code as well as the rest of Aztec's zoning code.

N/A

SUPPORT DOCUMENTS: Ordinance 2014-439

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Final Adoption of Ordinance 2014-439 Amending Articles II and IV of Chapter 20 Signs.

**City of Aztec
Ordinance 2014-439**

Amending Chapter 20 Signs, Article II and Article IV

WHEREAS, Chapter 20, Signs, was last revised in 2012; and

WHEREAS, Chapter 20, Signs, there had been discussion regarding permitting and charging fees for garage/yard sale signs and a 180 moratorium was passed through resolution; and

WHEREAS, the Community Development Department proposes several changes to the Sign Code to address the garage sale sign, some other issues discovered while reviewing the code, as well as removing the formula/table assigning sign development standards based on the adjacent roadway speed.

NOW, THEREFORE BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Chapter 20, Article II and Article IV, has been amended as follows:

ARTICLE II. ADMINISTRATION

Sec. 20-2-1. Permitting.

1. Applicants who wish to erect new permanent or temporary signs, or those seeking to complete significant modifications (i.e., a modification that costs 50% or more than the replacement cost of the original sign) of existing signs, must obtain a permit from the City prior to installation/modification of the signs. Review of applications for sign permits shall be concurrent in the instance that multiple departments must approve applications.
2. Upon submission of a completed application, the City shall have 10 ~~standard~~-business days to review the application for a sign permit. ~~Standard-b~~Business days are identified as Monday through Friday and do not include holidays, as recognized by the City of Aztec.
3. A permit shall be issued on or before the end of the 10 business day review period if the application for a new sign or sign modification complies with the regulations contained in Sign Code.
4. Issuance of a City of Aztec Sign Permit does not exempt the applicant from the rules and regulations of the Highway Beautification Act identified in NMSA 67-12-1 et. seq., as amended. ~~Applicants may be required to obtain an outdoor advertising permit from the New Mexico Department of Transportation~~ Depending on the proposed sign location, ~~an applicant may be required to obtain an outdoor advertising permit from the New Mexico Department of Transportation.~~ Approval of a sign permit by the City of Aztec does not guarantee approval of a New Mexico Department of Transportation permit for outdoor advertising.
5. If the City does not issue a determination within the 10 business day period, the sign permit ~~is shall be deemed automatically~~ approved.
6. ~~If An~~ application for a sign permit ~~may is be~~ denied ~~within the 10 business day review period by~~ the City ~~shall inform the applicant of the reasons the application fails to comply with the standards contained in Sign Code. within the 10 business day review period if the application fails to comply with the standards contained in Sign Code.~~ The City's decision ~~may be delivered in person, or by certified mail or other form of signature confirmation. shall inform the applicant of the reasons for denying the application for a sign permit by certified mail or other form of signature confirmation.~~ Once the City has provided the applicant with the reasons for denying the sign permit, the application request will be ~~considered~~ closed by the City ~~unless it is resubmitted per Section 7 or appealed per Section 8 below.~~
7. Upon ~~receiving a denied sign permit application denial of an application for a sign permit,~~ the applicant ~~has shall have~~ 15 ~~standard~~-business days (from ~~date of~~ signature receipt ~~of~~ ~~for~~ denial letter) to revise and resubmit the application for review by the City.
- 7-8. ~~In the alternative, t~~The applicant may also appeal the decision of the City to the City Commission within the 15 ~~standard~~-business days ~~s time period.~~ Appeals shall be made in writing to the Aztec City Commission and shall be delivered to the Aztec City Clerk. The City Commission shall review the City's denial of ~~said the applicant's~~

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application via a Quasi Judicial Hearing process at a regularly scheduled Commission Meeting.

8.9. Upon a final determination by the City Commission, unsuccessful applicants may seek to appeal to the court of competent jurisdiction.

9.10. All approved Permits shall expire 180 calendar days from the date of issue, at which time the permit shall be considered void/expired. Failure to complete construction and installation of approved sign(s) within the 180 calendar day time period shall require submission of a new application and payment of all associated fees.

Sec. 20-2-2. Comprehensive Sign Plan (CSP).

A Comprehensive Sign Plan (CSP) may be submitted that permits consideration of unique conditions, flexibility and creativity to address a particular locations site and its constraints, special circumstances. ~~Such All CSPs is~~ must be submitted for subject to approval by to the City Commission via a Quasi Judicial Hearing process. The CSP application of such plan cannot ~~be viewed as imposing impose~~ more restrictive requirements ~~than permitted by than~~ the basic standards allow. ~~The CSP may result in permitting, but rather, may permit~~ additional signs, ~~and/or permitting greater sign display area, or increasing other basic limitations.~~ The approval may be subject to conditions such as increased landscaping or fencing on the site to mitigate potential impacts resulting from an approved CSP, based on the applicant's demonstration of unique characteristics of the design, building, and/or site and appropriate landscaping associated with the signs. ~~Once approved, subsequent applications for specific signs may be approved administratively when the proposed sign is in compliance with the approved CSP, a CSP has been approved, subsequent applications for specific signs shall be approved administratively when the proposed sign is in compliance with the approved CSP. It is important to note a CSP approval Approval of a CSP for a development site~~ does not remove the requirement ~~of to obtain~~ sign applications, permits, or pay associated/requird fees.

Sec. 20-2-3. Enforcement.

1. Inspection. All signs for which a permit is required shall be subject to inspection. The Community Development Department may inspect all permitted signs during construction and installation, or upon completion of construction and installation, to ensure adherence to the stipulations of the sign permit, as approved by the City. All signs may be re-inspected at the discretion of the Community Development Department.
2. Revocation. A sign permit may be revoked by the Community Development Department for a permit holder's failure to construct/install a sign as approved by the City or for attempts to construct/install a sign utilizing an expired/void permit. Any subsequent reapplication for a sign permit shall be subject to all applicable fees, as identified in Chapter 16, Article 9, Division 1 of Aztec Municipal Code.
3. Stop Work Orders. The Community Development Department shall issue a Stop Work Order to any person or organization attempting to construct/install a sign in the City without a valid permit. Persons or organizations in receipt of a Stop Work Order shall cease development activities immediately; failure to do so shall result in a penalty assessment as identified in 20-2-8.

4. Removal of Signs. The City Engineer, City Public Works Director or the New Mexico Department of Transportation (on applicable streets) may require signs extending into the right-of-way to be modified or moved if streets are widened, or other improvements are made in the right-of-way, which result in the creation of unsafe conditions. The modification or moving of signs in the right-of-way will be at the owner's expense. If a nonconforming sign is moved under this requirement, it may be re-erected on the site without being brought into conformance but may not be altered in any way.

1) Temporary Signs. The City shall have the authority to remove, without notice, any temporary signs within the public right-of-way or on public property.

Sec. 20-2-4. Disposal of Signs; Costs, Prohibition.

Any sign removed by the City pursuant to the provisions of this article shall be considered refuse and become the property of the City. The City shall dispose of the sign as it deems appropriate. The cost of removal, storage and/or disposal of the sign by the City shall be considered a debt owed to the City by the owner of the sign and/or the owner of the property as identified using information obtained the San Juan County Assessor's, and may be recovered in appropriate court action by the City. The cost of removal shall include any and all incidental expenses, including legal fees, incurred by the City in connection with the sign's removal, storage and/or disposal.

Sec. 20-2-5. Exemptions.

The following are exempt from the regulations of this Sign Code and do not require sign permits, but may be subject to other codes adopted by the City of Aztec, where applicable:

1. Any public purpose/safety sign or any other notice or warning required by a valid and applicable federal, state or local law, regulation or resolution.
2. Works of art, such as murals, that do not include a commercial message.
3. Cultural, religious and other holiday lights and decorations containing no commercial message.
4. Flags.
5. Building markers.
6. Scoreboards on athletic fields.
7. Signs inside a building, not visible from a public roadway or public access.
8. Decals and/or logos affixed to windows or door glass panels, such as those indicating membership in a business group or identifying credit cards accepted at the establishment.
9. Signs displayed during the course of a special event by an organization that has been issued a Special Event Vendor Permit by the City. This exemption shall only apply to

signs displayed at the location for which the Special Event Vendor Permit has been issued.

10. The use of business logos, identification or advertising on vehicles primarily and actively used for business purposes or personal transportation and that, when parked, are not parked in such a manner as to constitute a violation of code under 20-2-6.5(c).--.

11. A maximum of three (3) temporary, noncommercial, accessory signs are allowed on all zoned lots; in the case of Mobile Home Parks, each mobile home space is permitted the same sign allowance. Such signs may not exceed (3) square feet each in area and must be anchored to prevent movement from wind.

Sec. 20-2-6. Prohibited Signs.

The following signs are prohibited in the City:

1. Abandoned signs.
2. Billboards.
3. Animated, flashing, rotating signs and festoons, signs containing strobe lights, inflatable signs, tethered balloons, banners, pennants, searchlights, streamers, exposed light bulbs, strings of lights not permanently mounted to a rigid background, and any clearly similar features employed to advertise or draw attention to a commercial activity, except those specifically permitted by Sign Code in Section 20-2-5, or special event signs or banners permitted in Section 20-4-7, or electronic message centers as permitted in Section 20-4-5.
4. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of providing signage not otherwise allowed by the Sign Code; prohibited is any sign displayed on a parked trailer or truck or other vehicle where the primary purpose of the vehicle is to advertise a product, service, business, or other activity. Also prohibited is any sign temporarily, attached or displayed on a trailer and driven through the City with the primary purpose of advertising a product, service, business, or other activity. This prohibition on vehicle signs shall include but not be limited to:
 - 1) Vehicle signs for which the advertising medium utilized on the vehicle is a sign, device, or structure separate from the vehicle.
 - 2) Vehicle signs for which the copy is readily changeable, including but not limited to repainting such sign, device, or structure.
 - 3) Vehicle signs for which the total sign area exceeds fifty (50) percent of the surface area of the vehicle and the vehicle is parked on the street or on the business premises to which the advertising relates or in reasonable proximity thereto and the location of the advertising is reasonably calculated to direct an observer towards the business. It shall be considered that advertising was the principal purpose of the parking of the vehicle, notwithstanding the fact that the vehicle is driven to and from the business premises on a daily basis.

5. Signs containing any words or symbols that would cause confusion because of their resemblance to highway traffic control or direction signals, or signs that interfere with the effectiveness of any official traffic light, sign or signal.

~~5.6.~~

~~6.7.~~ Merchandise, equipment, products, vehicles or other items which are not available for purchase, but are intended to attract attention, or for identification or advertising purposes.

~~7.8.~~ Signs, to include snipe signs, posters and handbills, affixed to any structures, fences, trees or other natural vegetation, rocks, utility poles, streetlights or street signs, public benches or any other form of public property or within any public right-of way or on public property unless explicitly permitted by these regulations or explicitly identified as a Public Bulletin or Community Announcement Board.

~~8.9.~~ Roof signs, unless architecturally incorporated into the façade of the building on a parapet wall or similar extension of an exterior wall. Projecting signs that extend above the roof line are permissible provided they extend no further than three (3) feet above the roof line.

~~9.10.~~ Signs which emit smoke, visible vapors, particles, sound or odor shall not be permitted. Open flames used to attract public attention to a place of business or to an advertising sign shall not be permitted.

~~10.11.~~ No mirror device shall be used as part of a sign. Mirror finishes on signs are permitted provided such finishes are not directly illuminated with the intention of creating a reflective surface.

~~11.12.~~ Signs which encroach upon or otherwise impede any public right-of-way, unless explicitly permitted in this code.

Sec. 20-2-7. Violations.

It shall be unlawful to erect, construct, install, alter, modify, or move any sign or sign structure in the City or cause or permit the same to be done in violation of any of the provisions of this Sign Code.

Sec. 20-2-8. Penalty.

Any person, firm, corporation or organization violating any provision of this Sign Code shall be subject to penalties as identified in Sec. 1-8; a separate offense shall be deemed committed on each day during which a violation occurs or continues.

ARTICLE IV. SIGNS PERMITTED BY ZONE DISTRICT

The signs permitted in each zone district are those indicated in Sec. 20-4-1 and Sec. 20-4-3. All signs permissible are still subject to regulations based on sign type and sign location relative to zone district. All maximum numbers displayed are per lot unless otherwise noted.

Sec. 20-4-1. Signs Permitted in Agricultural and Residential Zone Districts.

Table 20-4-1.1 Signs Permitted in Agricultural and Residential Zone Districts.

	<i>Types Allowed</i>	<i>Maximum Number Allowed</i>	<i>Permitted Sign Area</i>	<i>Maximum Height</i>
Single Residential or MH Parcels or Single Spaces in MH Parks ⁽¹⁾ (R-1, MH)	Freestanding or Monument	1	6 sq ft (total area permitted per lot)	3 ft
	Wall	1	6 sq ft (total area permitted per lot)	N/A
Entrances to Residential Subdivisions, MH Parks, Multiple-Family Complexes (R-1, R-2, MH)	Freestanding or Monument	1 per ingress/egress to development	64 sq ft each	4 ft
	Wall	1 per building frontage	5% of façade	N/A
Agricultural Zone Districts (A-1)	Freestanding or Monument	1	48 sq ft	6 ft
	Wall	1	25 sq ft	N/A
Permitted Non-Residential Uses in R-1, R-2, MH and A-1 ⁽²⁾	Freestanding or Monument	1 per lot, 2 if corner lot (1 per street frontage)	32 sq ft	4 ft
	Wall	1 per building frontage	10% of façade	N/A
Permitted in O-1 Office/ Institutional				
Permitted in C-1, C-2 Lot Width 100' or more	Wall	<u>1 per building frontage</u>	<u>Not to exceed</u>	
	Pylon	<u>Not to exceed 200 sq. ft. in area</u>	<u>Maximum Height = 30 ft.</u>	
Permitted in C-1, C-2, & M-1 Lot frontage of 400 <u>less than 100' or less</u>	Ground Mounted – 1 per each site	Not to exceed 32 square feet	Maximum height = 6 ft.	Not permitted in Downtown

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	Wall	1 per building frontage	10% of façade	
	Free Standing- 1 per each site	Not to exceed 50 sq. ft. in area	Maximum height = 30'	
Permitted in C-1, C-2 & M-1 Lot frontage over 100' or with corner lots having frontages each over 400' <u>300' or more</u>	Ground mounted – 1 per frontage	Not to exceed 32 square feet	Maximum height = 6 ft	Not permitted in Downtown
	Wall	1 per building frontage	10% of facade	
	Free Standing – 2 per each site, 1 per each frontage	Not to exceed 200 sq. ft	Maximum height = 30'	<u>Not permitted in Downtown</u>

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(1) May be subject to private restrictions imposed by Mobile Home Parks.
(2) Instructional signs are permitted with no sign area or number limit, provided such signs meet the definition provided in code.

Sec. 20-4-2. Development Standards in Agricultural and Residential Zones.

- Electronic Message Centers. EMCs are allowed, by Special Use Permit only, on properties with permitted non-residential uses (such as churches and schools) in a residential zone (R-1, R-2 or MH Zone Districts); EMCs are not allowed in agricultural zone districts. Requirements for approved EMCs (such as maximum display area and transition time) for permitted non-residential uses in residential zone districts shall be subject to individual review and approval by City Commission.
 - The following EMC display features and functions are prohibited in residential zone districts: scrolling, traveling, flashing, spinning, rotating, fade, dissolve, any other moving effects, and all dynamic frame effects or patterns of illusionary movement or simulated movement.
- Illuminated Signs. The only signs which may be illuminated in residential districts are EMCs permitted by Special Use Permit or those freestanding or monument signs identifying entrances to residential subdivisions, mobile home parks or multiple family complexes, as identified in Section 20-4-1; illuminated signs are not allowed in agricultural zone districts. All illuminated signs shall adhere to regulations identified in Section 20-4-6.

Sec. 20-4-3. Signs Permitted in Commercial Zone Districts.

Table 20-4-3.1 Signs Permitted in Commercial Zone District.

	Zone District					
	O-1	C-1	C-2	M-1	M-2	PUD ⁽³⁾
Wall Sign	✓ ⁽¹⁾	✓ ⁽¹⁾	✓	✓	✓	○

Projecting Sign		○	○	○			○
Directory Sign		✓	✓	✓	✓	✓	○
Building Identification Signs		✓	✓	✓	✓	✓	✓
Freestanding Sign:	Multiples Businesses ⁽²⁾	✓ ⁽¹⁾	✓ ⁽¹⁾	✓	✓	✓	○
	Single Business	✓ ⁽¹⁾	✓ ⁽¹⁾	✓	✓	✓	○
Freestanding Sign: For the identification of the project or development		✓	✓	✓	✓	✓	○
Electronic Message Centers		✓	✓	✓	✓	✓	○
Illuminated Signs		✓	✓	✓	✓	✓	○

- ✓ The sign would generally be permitted.
- These signs could be permitted depending on the design characteristics (building, parking arrangement, pedestrian circulation, etc.) and whether adequate space is available.
- (1) In lieu of wall signs organizations may install one (1) projecting sign per primary building frontage. Organizations electing to utilize a projecting sign in lieu of wall signs may not erect a freestanding sign.
- (2) In multiple tenant centers, each business may not be entitled to its own freestanding sign.
- (3) Comprehensive Sign Plan is required for sign development/installation in all PUD zone districts.

Sec. 20-4-4. Development Standards in Commercial Districts.

1.—~~Wall Signs.~~ The basic allowance for wall signs shall be ~~limited to 'n' square feet of sign area for each linear foot of building or tenant frontage and shall be determined by the classification of the road upon which the building fronts, based on road speed and type (simple or complex),~~ as follows:

~~Table 20-4-4.1. Wall Sign Basic Allowances.~~

		Road Speed (mph)					
		20-30 Simple	20-30 Complex	35-45 Simple	35-45 Complex	50-60 Simple	50-60 Complex
Sign Area (total square feet per linear feet of building frontage) ⁽⁴⁾	Minimum	1.5	1.5	2	2	2.5	2.5
	Maximum	2	2	2.5	2.5	3	3

⁽⁴⁾ ~~Calculation Example: Maximum sign area for a building with 20 feet of building frontage on a 25 mph road (classified as simple) would be 40 square feet (2 x 20).~~

- 1) The minimum sign area for each tenant with building frontage shall not be less than 20 square feet.
- 2) ~~Each tenant may have multiple wall signs as long as the total wall sign area does not exceed five percent (5%) of the gross floor area or 20% of the building façade.~~

~~whichever is less, the allowances established for wall signs and provided the sign(s) meet all specifications identified in Table 20-4-4.1.~~

- 2) ~~3) The wall sign or signs, shall not be greater than eighty (80%) percent of the length of the tenant space or the length of the building frontage for single tenant buildings.~~
- 4) Wall signs may not extend above the top of the building wall upon which they are mounted.
- 5) ~~The area of any wall sign may be increased by twenty-five (25%) percent when the building is setback at least two hundred (200) feet from the public right-of-way and may be further increased an additional twenty-five (25%) percent for each additional two hundred (200) feet of setback, or fraction thereof, up to a maximum increase of one hundred (100%) percent.~~
- 6) ~~5) Additional wall sign area is permitted for a secondary frontage which shall be equal to 100% 80% of the primary sign area allowance based on allowances selected above in Table 20-4-4.1; a) Additional wall sign area must appear on the secondary frontage and may not be added to the maximum permissible area for the primary frontage.~~
- 7) ~~6) The following additional wall signs may be permitted in excess of the wall sign area permitted in Table 24-4-4.1:~~

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- a) ~~Projecting Signs. Projecting signs are allowed in O-1, C-1 and C-2 zone districts for buildings that have no setback from the street or sidewalk or for buildings with attached canopies. Projecting signs are permitted, in addition to the allowances for wall signs, when designed and placed for the purpose of identifying the businesses for a pedestrian walking along the same side of the street as the business they seek or under a continuous canopy projecting from the building. Projecting signs are allowed in O-1, C-1 and C-2 zone districts for buildings that have no setback from the street or sidewalk or for buildings with attached canopies.~~

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i. Design.

- a. Projecting Signs shall have a maximum area of ten (10) square feet.
- b. The bottom of the sign shall be a minimum of eight (8) feet above the sidewalk.
- c. the sign shall not project more than three (3) feet from the wall of the building on which the sign is placed (measured as the distance between the building façade and the innermost side of the projecting sign nearest the building);
- d. and no two adjacent projecting signs shall not be closer than fifteen (15) feet
- e. Signs should be oriented toward pedestrians passing on the sidewalk of the building rather than automobiles or pedestrians on the other side of the street.
- f. Mounting hardware for blade signs should be attractive and an integral part of the sign design. Metal brackets with decorative and complex

shapes are encouraged
where appropriate to add to the character of the building.

g. Signs should never cover architectural details and should be integrated with architectural façade elements.

h. Blade signs should have two finished sides that are consistent on both sides.

i. Blade signs should be consistent with downtown wall sign design guidelines.

~~ii.i. Projecting signs shall have a maximum area of ten (10) square feet; the bottom of the sign shall be a minimum of eight (8) feet above the sidewalk; the sign shall not project more than three (3) feet from the wall of the building on which the sign is placed (measured as the distance between the building façade and the innermost side of the projecting sign nearest the building); and adjacent projecting signs shall not be closer than fifteen (15) feet.~~

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b) Directory Sign. In addition to the wall signs otherwise permitted by these regulations, an additional sign may be permitted up to a maximum of sixteen (16) square feet for the purpose of identifying upper floor tenants or first floor tenants that do not have building frontage.

c) Instructional Sign. Instructional signs are permitted with no sign area or number limit, provided such signs meet the definition provided in code.

d) Window Signs. Permanent window signs shall not exceed twenty-five (25) percent of the area of a window or, in cases of buildings with numerous windows, shall not exceed twenty-five (25) percent of the total area of all windows combined. The total area of all window signs, including both permanent and temporary signs, shall not exceed fifty (50) percent of the window area or, in cases of buildings with numerous windows, shall not exceed fifty (50) percent of the total area of all windows combined.

e) Additional Wall Sign Area for Multiple Story Buildings. Additional sign area is permitted on each of the building's primary and secondary frontages according to the following:

- i. For a building with two (2) floors the additional permitted sign area is 20 square feet for each eligible frontage.
- ii. This additional permitted sign area may be increased by 10 square feet for each additional building floor.
- iii. Wall signs utilizing allowances for additional sign area based on multiple building stories must be placed at the height (i.e. the story) for which the bonus has been granted.

2. Projecting Signs. Organizations electing to install a projecting sign in lieu of wall signs may do so with the following provisions:

- 1) The projecting sign must be installed on the primary building frontage.

- 2) Projecting signs shall have a maximum sign area of two (2) feet per lineal feet of primary building frontage. *Calculation Example: Maximum sign area for a building with 20 feet of primary building frontage would be 40 square feet (2x20).*
- 3) The bottom of the sign shall be a minimum of eight (8) feet above the sidewalk or walking surface.
- 4) The sign shall not project more than six (6) feet from the wall of the building on which the sign is placed (measured as the distance between the building façade and the outermost side of the projecting sign farthest from the building).
- 5) Projecting signs shall not extend more than three (3) feet above the roof line.
- 6) Adjacent projecting signs shall not be closer than fifteen (15) feet.
- 7) The following additional signs may be permitted:
 - a) Directory Sign. In addition to the projecting sign permitted by these regulations, a wall sign may be permitted up to a maximum of sixteen (16) square feet for the purpose of identifying upper floor tenants or first floor tenants that do not have building frontage.
 - b) Instructional Sign. Instructional signs are permitted with no sign area or number limit, provided such signs meet the definition provided in code.
 - c) Window Signs. Permanent window signs shall not exceed twenty-five (25) percent of the area of a window or, in cases of buildings with numerous windows, shall not exceed twenty-five (25) percent of the total area of all windows combined. The total area of all window signs, including both permanent and temporary signs, shall not exceed fifty (50) percent of the window area or, in cases of buildings with numerous windows, shall not exceed fifty (50) percent of the total area of all windows combined.
 - d) Wall Signs. Wall signs are permissible on secondary building frontages, subject to all regulations, as identified in this Code.
3. Freestanding Signs. The sign area, height and location specifications for freestanding signs shall be determined by the zoning district . classification of the road upon which the building fronts, based on road speed and type (simple or complex), as identified in Table 20-4-4.2
 - 1) No portion of a freestanding sign shall be in, or project over, a public right-of-way.
 - 2) Sign Angle. The angle of freestanding signs in relation to the oncoming traffic flow shall be between 45 and 135 degrees.
 - 3) Number of Signs. Freestanding Signs shall be limited to one (1) per lot. If a lot has frontage that exceeds three hundred (300) lineal feet on any given roadway, one (1) additional such sign on such frontage shall be permitted; and for each multiple of three hundred (300) lineal feet of frontage thereafter, one (1) additional such sign shall be permitted for each separate street frontage. ~~Unless otherwise regulated by~~

~~specific reference herein, the area and height above grade of any freestanding sign shall not exceed the amounts specified in Table 20-4-4.2.~~

~~4)3)~~

~~5)4) **Directional Signs.** Directional signs shall be permitted in addition to all other signs when they are of such size and location that satisfy the intended Directional purpose and based on their size, location, and intended purpose will not constitute additional advertising. Directional signs shall be permitted without limitation as to number or size and may include the name of the business or logo~~

~~6)5) **Instructional Sign.** Instructional signs are permitted with no sign area or number limit, provided such signs meet the definition provided in code.~~

~~Table 20-4-4.2 Freestanding Signs-Basic Area Allowances.~~

		<i>Road Speed (mph)</i>					
		<i>20-30 Simple</i>	<i>20-30 Complex</i>	<i>35-45 Simple</i>	<i>35-45 Complex</i>	<i>50-60 Simple</i>	<i>50-60 Complex</i>
Sign Area (sf)	<i>Minimum</i>	25	35	70	70	160	160
	<i>Maximum</i>	45	50	100	120	200	240
Setback	<i>Minimum</i>	12'	12'	12'	12'	12'	12'
	<i>Maximum</i>	20'	20'	25'	25'	30'	30'
Sign Height	<i>Minimum</i>	12'	12'	12'	12'	12'	12'
	<i>Maximum</i>	25'	25'	30'	30'	35'	35'

1. **Accessory Signs.** Accessory signs are permissible in commercial zone districts provided the following standards are met:

- 1) Accessory signs are prohibited in the following forms:
 - a) Wall Signs installed on a primary building frontage (wall signs installed on a secondary building frontage are permissible).
 - b) Window Signs.
 - c) Projecting Signs.
- 2) Only one accessory sign is allowed per lot.
- 3) Accessory signs may not exceed fifty (50) percent of the total allowable sign area for a lot.

Sec. 20-4-5. Changeable Copy Signs/Electronic Message Centers (EMCs).

1. Changeable copy by non-electronic means may be utilized on any permitted sign.
2. Only one (1) EMC is permitted per lot for each street on which the development fronts and the sign is visible.

3. All EMCs are required to have automatic dimming capabilities in order to bring the EMC lighting level at night into compliance with Section 20-4-6.
4. The following EMC display features and functions are prohibited in O-1 zone districts and any zone district adjacent to a residential zone district: continuous scrolling and/or traveling, spinning, rotating, and similar moving effects, and all dynamic frame effects or patterns of illusionary movement or simulating movement. Scrolling utilized as a function to transition between message frames is permissible.
5. The following EMC display features and functions are prohibited in all zone districts: flashing and full motion video or film display via an electronic file imported into the EMC software or streamed in real time into the EMC.

Table 20-4-5.1. Electronic Message Centers Basic Allowances.

<i>Zone District</i>	<i>Minimum Display Time</i>	<i>EMCs as a Maximum % of the Total Freestanding Sign Area Permitted on the Lot</i>	<i>EMCs as a Maximum % of a Single Sign</i>
O-1	30 sec	30%	50%
C-1	30 sec	50%	50%
C-2	15 sec	50%	100%
M-1	15 sec	50%	100%
M-2	15 sec	50%	100%

Sec. 20-4-6. Sign Illumination Standards.

Signs may be illuminated consistent with the following standards:

1. Signs that have external illumination, whether the lighting is mounted above or below the sign face or panel, shall have lighting fixtures or luminaries that are fully shielded to ensure that light or glare from the sign does not shine above the horizontal plane of the top of the sign or onto any public right-of-way or adjoining property. Signs that have internal illumination shall have sign faces with opaque, non-reflective backgrounds.
2. The lighting for signs shall not create hazardous or excessive glare to pedestrians and/or motorists, either on a public street or right-of-way or on any private premises, and will not obstruct traffic control or any other public information signs.
3. All illuminated signs must meet the requirements of the New Mexico Night Sky Protection Act [NMSA 1978, Chapter 74, Article 12].

Sec. 20-4-7. Temporary Sign Regulations.

1. Signs that meet the standards of this section are exempt from the standards for permanent signs and are not counted in the maximum total square footage of signage allowed on any particular property, site or lot.
2. A permit must be obtained for the display of temporary signs.

3. Temporary signs are signs not intended for permanent installation and are to be used for a limited amount of time. Types of temporary signs include, but are not limited to, real estate signs, construction site signs, banners, special event signs (whether these events are related to commercial or noncommercial activities), advertising vehicles and development signs.

4. Off-premise, temporary signs are permissible, subject to landowner approval.

4.5. Signs advertising garage sales are required to obtain a temporary sign permit to identify the locations of any off premise advertising signs. However there will be no fee charged for obtaining a garage sale sign permit.

5.6. Temporary signs must be securely anchored to prevent movement from wind and to ensure public safety.

6.7. The number of temporary signs on a lot shall not exceed three at any given period of time.

- 1) In the O-1, C-1, C-2, M-1 and M-2 zone districts, one temporary banner sign no larger than thirty-two (32) square feet in size is permitted per structure or, on a multi-tenant structure, per tenant frontage. In no case may a lot have more than two (2) temporary banners.
- 2) In the A-1, C-1, C-2, M-1 and M-2 zone districts one (1) temporary freestanding sign is allowed per zoned lot. Temporary freestanding signs may be up to thirty-two (32) square feet in area and must still meet location and site criteria as identified by this Sign Code.
- 3) In the O-1, C-1, C-2, M-1 and M-2 zone districts temporary window signs are permitted, subject to the area regulations identified in Sec. 20-4-4.

7.8. A temporary sign may only be displayed for thirty calendar days. Applicants may renew permits for the display of temporary signs for two (2) additional thirty day periods for a maximum possible display time of ninety (90) consecutive days. Off-premise temporary signs do not qualify for display time extensions.

- 1) Real Estate and Political and Noncommercial Signs may be displayed on zoned lots any time of the year with no maximum display period and no permit requirements; such signs must still meet location and size criteria as identified by this Sign Code and shall be counted in the consideration of maximum number of temporary signs permissible on a zoned lot.
- 2) Temporary Signs for approved special events (as recognized and approved by the City Commission or the City Lodger's Tax Advisory Board) may be displayed at approved public locations and/or over public streets; such signs must meet all design and construction specifications of the City and shall be installed by City staff. Special Event Signs are limited to a maximum thirty (30) day display period with no renewal and may be subject to shorter display periods, as directed by the City Commission or the City Lodger's Tax Advisory Board.

8.9. Sandwich Board Signs. Sandwich Board Signs may be used in C-1 zone districts with no maximum display limitations on lots containing a structure for which the primary

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building frontage encompasses 100% of the primary property frontage, provided the following standards are met.

- 1) Only one Sandwich Board Sign is permitted per lot.
- 2) The sign is only displayed during hours for which the business or institution is open to the public.
- 3) The sign is entirely outside the street, roadway or parking area and is not placed in City planting boxes or landscaping.
- 4) The sign must maintain physical contact with the building façade at all times
- 5) The sign is no larger than ten (10) square feet.
- 6) The sign is anchored to prevent movement in the wind.
- 7) The sign does not obstruct a continuous through pedestrian zone of at least four (4) feet in width.
- 8) The sign does not obstruct pedestrian and wheelchair access from the sidewalk to any of the following:
 - a) Transit stop areas;
 - b) Designated handicapped/disabled parking spaces;
 - c) Handicapped/disabled access ramps;
 - d) Building exits, including fire escapes.

Sec. 20-5-2. Clearance Standards.

1. Computation of setbacks: For field purposes the setback measurement is taken from the back edge of the sidewalk which is the edge farthest away from curb line, gutter and street. If a sidewalk is not present, the back of curb or street edge will be used for the point of reference.

1) Vision clearance areas: Vision clearance areas are triangular shaped areas, commonly referred to as sight triangles, located at the intersection of any combination of public rights-of-way (such as streets), alleys or driveways. The sides of the triangle extend 'x' feet from the intersection of the right-of-way, alley or driveway in either direction. No sign

may be installed within this clear sight triangle. The minimum vision clearance area for streets, right-of-ways and alleys is ~~twenty five (25) feet, thirty (30) feet~~; the minimum vision clearance area for driveways is fifteen (15) feet. This distance is measured from the back of curb or street edge.

DEFINITIONS

Setback The distance from the property line to the nearest part of the applicable building, structure or sign, measured perpendicularly to the property line. See Section ~~23-5-2, 20-46~~ for specific guidelines on the measurement and application of setbacks for purposes of Sign Code.

Sight Triangle A triangular area of unobstructed vision. See Section ~~23-5-2, 20-46~~ for specific guidelines on the measurement and application of sight triangles for purposes of Sign Code.

PASSED, APPROVED, SIGNED AND ADOPTED THIS ____ DAY OF _____

By the Aztec City Commission, City of Aztec, New Mexico

Mayor Sally Burbridge

ATTEST:

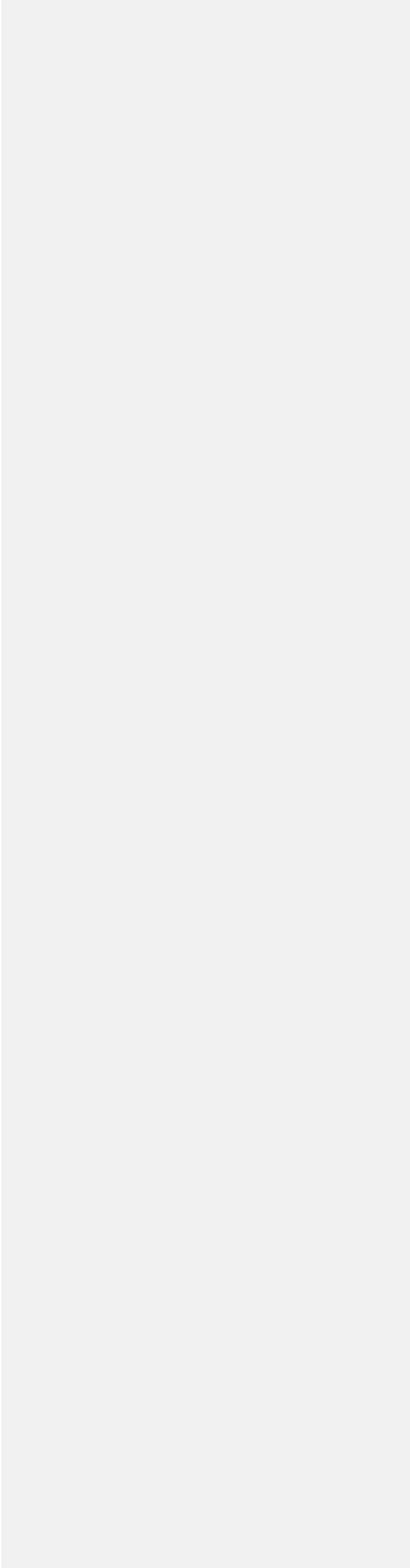
Karla Sayler, City Clerk

APPROVED AS TO FORM:

LARRY THROWER, CITY ATTORNEY

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____



Staff Summary Report

MEETING DATE: October 14, 2014
AGENDA ITEM: XII. Land Use Hearing
AGENDA TITLE: **Application 2014-163 Zone Change**

ACTION REQUESTED BY: Joe Reyes
Reyes Inc.
P.O. Box 2137 Farmington, NM 87401

ACTION REQUESTED: Requests a change in zoning classification, from A Agriculture/
Rural to C-2 Commercial-General, for the property at 813 S.
Main Street

SUMMARY BY: William M. Homka AICP

PROJECT DESCRIPTION / FACTS

Mr. Reyes of Reyes Inc. is seeking a change of zoning to facilitate the expansion of his business. Currently located in Farmington, Reyes Inc. is the parent company of White Desert Construction LLC. The property located at 813 S. Main Street would serve as their new office and operations base. The building would also provide room to store their construction equipment.

The site is 10.17 acres and surrounded by properties with various zoning classifications and access points. To the north is R-1 Single Family, East is C-2 Commercial – General, South is M-1 Manufacturing and to the west is A-1 Agricultural /Rural. Though large, the parcel is comprised of varying elevations and several acres are encumbered from development by wetlands and/or the floodplain. The property is accessed by a private roadway with an access easement. The residential properties to the north are accessed from S. Rio Grande Ave. The Commercial properties to the east have access off of SR 550 (S. Main Street) and the property zoned manufacturing are accessed from Pepsi Way.

A commercial site plan has been submitted for review as a companion to this case. The applicant needs to provide Community Development with additional information, such as building elevations and runoff calculations, prior to the site plan having a full review by the City of Aztec. However the initial drawing does indicate the topography of the site, the location of the proposed building as well as the private roadway and location of the existing wetlands. The proposed development appears to be buildable without encroaching into the floodplain or wetland areas.

As it is, even with C-2 Commercial-General zoning this parcel will be severely limited in development options without significant earthwork. In order to develop in the floodplain the property owner would need to provide drawings prepared by a professional civil engineer with calculations proving the existing land can be manipulated in such a way to provide more developable surface area without decreasing the site's capacity for floodwater. This process is called 'balancing.' No development can occur in a wetland without permission of the U.S. Army Corps. of Engineers and obtaining a 404 permit.

The Community Development Department only received one telephone call concerning this request. On Wednesday October 8, 2014 Mr. Phelps and Mr. Homka discussed the zone change request and the difference between a site plan review and the zoning change. He had met with the applicant prior to this application and before Mr. Reyes purchased the land in question today. Mr. Phelps owns the private roadway providing access to the site. Mr. Homka answered all of Mr. Phelps' questions and also relayed information to Mr. Reyes concerning the call. Between the time of writing this report and the City Commission meeting there will probably be a meeting to discuss site plan issues. However Mr. Phelps was in agreement with the request for zone change.

Staff supports this request to rezone the property at 813 S. Main Street, from A-1 Agricultural/Rural to C-2 Commercial – General because it is adjacent to property with the same zoning; the uses allowed in the commercial zoning district are appropriate for the site and the area, and the property lies in an area that should be considered developable for commercial/light industrial uses. The additional business brought to Aztec as a result of the zoning change will also assist Aztec with growing its business base.

Findings of Fact

Staff recommends approval of this zone change request for the following three (3) reasons:

1. Commercial zoning is adjacent to property with the same zoning;
2. The property is situated in an area considered developable for commercial/light industrial use corridor, and;
3. The permitted uses in the C-2 commercial zoning district are appropriate for the site and compatible to the area.

SUPPORT DOCUMENTS: Application materials for 2014-163 Zone Change Request
Zoning Map
Property Ownership Map

DEPARTMENT'S RECOMMENDED MOTION: Motion to approve this zone change request at 813 S. Main Street, from A-1 Agricultural/Rural to C-2 Commercial-General due to the three (3) Findings of Fact listed above.

ADJACENT OWNER NAME / MAILING U.S.

9/20/14

Mary Trust Living
2406 Cochiti
Farmington, NM 87401

Charles Clarence
918 Mountain View Dr.
Aztec, NM 87410

Ryan Gunnick
922 Mountain View Dr.
Aztec, NM 87410

Travis & Allison Florez
916 Mountain View Dr.
Aztec, NM 87410

Dante Vescovi
920 Mountain View Dr.
Aztec, NM 87410

Tim Jones
914 Mountain View Dr.
Aztec, NM 87410

Sean Hardy
912 Mountain View Dr.
Aztec, NM 87410

Ernest & Helen Phelps
15 Road 2853
Aztec, NM 87410

Steven & Natasha Meador
908 Mountain View
Aztec, NM 87410

Sam Blue
PO Box 176
Aztec, NM 87410

Donald & Marsha Jones
9 Road 3004
Aztec, NM

Donald & Marsha Jones
9 Road 3004
Aztec, NM 87401

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners
Roberta Locke
Katee McClure
Sheri Rogers

October 1, 2014

Dear Property Owner,

The property owner of the parcel located at lot tract 1A, known as the Ernest W and Helen A Phelps, has made a request to the City of Aztec Community Development Department for a Zone Change from A-1, agricultural – vacant land, to C-2 commercial.

The public is requested to contact the Community Development Director, William Homka, via phone at 505-334-7604 or email at whomka@aztecnm.gov to provide support or concerns regarding this request.

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 as well. You will be given 10 minutes to do this in. The City Commission will hear this request during a public meeting to be held on Tuesday, October 14, 2014 at 6:00 p.m. located at City Hall, 201 W. Chaco, Aztec, NM.

In order to be heard you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The Community Development office will be creating a staff summary for the Commission, giving them more information on their property and the variance request being made. **Please look over the summary prior to the meeting so you**

are aware of the Community Development office stands on this matter, this summary will be available to the public on the City of Aztec website the location http://www.aztecm.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 the Land use Hearing. ***(Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation. Thank You.)***

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

Sincerely,

William Homka, AICP, CFM
Community Development Director
City of Aztec



ZONING MAP

	SITE – 813 S. Main St
	A-1 Agriculture
	R-1 Single Family Residential
	C-2 Commercial – General
	M-1 Manufacturing

