

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
January 12, 2016
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. PRESENTATION

- A. San Juan Water Commission-Director Aaron Chavez
- B. Aztec Museum Report-Jimmy Miller

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CONSENT AGENDA

- A. Commission Meeting Minutes, December 15, 2015
- B. Special Commission Meeting Minutes, December 21, 2015
- C. Travel Requests
- D. Resolution 2016-981 Fire Department E-One Rear Mount Pumper
- E. Resolution 2016-982 Surplus
- F. Resolution 2016-983 Write Off of Uncollected Utility Accounts
- G. Bid 2016-546 River Diversion Head Gate
- H. Bid 2016-548 Lovers Lane Concrete Box Culvert
- I. LIHEAP Memo of Understanding between City of Aztec and State of New Mexico
Human Service Department

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"

X. ITEMS FROM CONSENT AGENDA

XI. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting. This is for items not otherwise listed on the 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.

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.

XII. BUSINESS ITEMS

- A. Community Funding Request
- B. RFP 2016-536 Blanco Arroyo Drainage Study Agreement
- C. RFP 2016-537 Kokopelli Subdivision Drainage Study Agreement
- D. RFP 2016-537 Hampton Arroyo Drainage Study Agreement
- E. Resolution 2016-984 Identifying Certain Infrastructure Improvements In Connection with Hutton Team, LLC Project
- F. Resolution 2016-985 Initiating a Change in Land Use Zoning Classification for Parcel 2-064-178-208-071 (119 N. Church Street)

XIII. LAND USE HEARING

- A. Zone Change from O-1 Office / Institutional to C-1 Commercial Local at 406 S. Park Ave.

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XV. DEPARTMENT REPORTS

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

XVI. CLOSED SESSION

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

XVII. ADJOURNMENT

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.

CITY OF AZTEC
COMMISSION MEETING MINUTES
December 15, 2015

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was led by City Attorney Larry Thrower

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by General Services Director Steve Mueller

IV. ROLL CALL

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

Members Absent: None

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

V. AGENDA APPROVAL

MOVED by Commissioner McClure, SECONDED by Commissioner Locke to Approve the Agenda as Presented

VI. PRESENTATION

VFW Post 614-Eloy Howard

Eloy Howard, Post Quarter Master presented Chief Mike Heal with a Certificate of Appreciation for the departments continued support of the Aztec Veteran's Day Parade. He also mentioned that there are programs for young adults to receive scholarships from the VFW they can go to the local VFW and get information on how to apply.

VI. CITIZEN RECOGNITION

None

VIII. EMPLOYEE RECOGNITION

Josh presented Tristan Olguin, Parks Department with a plaque for Employee of the Quarter.

VIX. CONSENT AGENDA

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

- A. Commission Meeting Minutes, November 17, 2015
- B. Travel Requests
- C. Resolution 2015-978 Surplus
- D. Fire Department Light Rescue Unit Purchase
- E. Memorandum Of Understanding Between City of Aztec and San Juan Animal League
- F. Memorandum Of Understanding Between City of Aztec and Humane Society of the Four Corners

X. ITEMS FROM CONSENT AGENDA

None

XI. CITIZENS INPUT

None

XII. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2015-449 Amending Section 16-15 Golf Course Fees

Josh mentioned that this item is to change the process by which fees will be changed through our City Code by Resolution instead of Ordinance.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve Final Adoption of Ordinance 2015-449 Amending Section 16-15 Golf Course Fees

All Voted Aye: Motion Passed Five to Zero

- B. Resolution 2015-979 Establishing of Golf Course Fees

Josh mentioned that this is the resolution that will change the fees for 9 holes with a cart per person to \$15.00 and 18 holes with a cart per person to \$30.00.

MOVED by Commissioner Rogers, SECONDED by Mayor Pro-Tem Sipe to Approve Resolution 2015-979 Establishing of Golf Course Fees

All Voted Aye: Motion Passed Five to Zero

XIII. LAND USE HEARINGS

None

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Mayor Burbidge mentioned that she has set up a Mayor's Facebook page to get information out to the public on City events and happenings. The Mayor thanked all who participated in the Aztec Sparkles Event. She mentioned that it was bigger this year and that there were more people that participated. She mentioned that 85 people participated in the Santa Dash.

Josh mentioned we will have a special commission meeting on Monday, December 21, 2015 at 5:00pm.

Mayor Pro-Tem Sipe thanked the employee association for the Employee Christmas Party. She thanked the commission and all for the lighting contest and Aztec sparkles. She thanked Wink Meador for working on the Commission float for the Christmas parade. She mentioned that herself and Commissioner Locke volunteered to be judges for a chili cook off at First Baptist Church. Mayor Pro-Tem Sipe mentioned that she attended the NWNMS meeting.

Commissioner Rogers thanked the Mayor for all the work in Aztec Sparkles Event.

Commissioner Locke mentioned that she appreciated the help she received at the Library by staff. She mentioned that she attended the Aztec Sparkles event.

Commissioner McClure mentioned that she felt Aztec Sparkles was very well attended. She mentioned that she would like for the parade to start a little later when it is dark so the lights can be seen. She thanked the employee association for the Christmas party. She mentioned that she got a call from one of her clients and mentioned that they appreciated the help from Josh with their broken down vehicle.

XV. DEPARTMENT REPORTS

Kate Skinner, Library Director mentioned that the Library has food bins for ECHO until the end of December. If you have fines to pay to the library you can bring in food and the fines will be waived. She mentioned that there were 269 people that attended the Aztec Library Holiday Festival.

Mike Heal, Police Chief mentioned that there will be a Chief's coffee at his house Tuesday night and then it will resume in Aztec in March. He mentioned that Josh had challenged city departments to come up with something inspiring and the Police Department presented homemade scarf's and gloves to the Senior Center.

Carlton Gray, Judge mentioned that they have a deferral program for 1st time minor traffic violation offenders. They will be allowed to bring in \$50 worth of children's clothing to keep the violation off of their record and be the clothing will be donated to the local school district.

Cindy Iacovetto mentioned that their Holiday craft fair was one of the largest that they have ever had. She thanked Chief Heal and the officers that went and donated the scarf's and gloves to the seniors. Cindy mentioned that next week will be the community Christmas dinner.

XVI. CLOSED SESSION

Mayor Burbridge moved the meeting into Closed Session Pursuant to Section 10-15-1H(8) Purchase of Real Property and Contract for Negotiations for Purchase of Power Agreement at 7:35 pm. Mayor Burbridge voted aye, Mayor Pro-Tem Sipe voted aye, Commissioner Rogers voted aye, Commissioner Locke voted aye, Commissioner McClure voted aye.

Mayor Burbridge moved the meeting out of closed session at 9:30pm by stating that the only discussion that took place during the closed session were Pursuant to Section 10-15-1H(8) Purchase of Real Property and Contract for Negotiations for Purchase of Power Agreement. Mayor Burbridge voted aye, Mayor Pro-Tem Sipe voted aye, Commissioner Locke voted aye, Commissioner Rogers voted aye, Commissioner McClure voted aye.

XVII. BUSINESS ITEM (2)

A. Approval of Purchase of Real Property

MOVED by Mayor Pro-Tem Sipe and SECONDED by Commissioner Rogers to Approve the agreement for the two year lease-purchase of real property on the condition the purchase price be set by a 2015 as-is appraisal (pre improvements) prepared by a commercial appraiser. The improvements made to the interior and exterior of the subject property at 119 E. Chuska will serve as 24 months' rent, with the exception of the teleconferencing room equipment.

Mayor Burbridge voted Aye, Mayor Pro-Tem Sipe voted Aye, Commissioner Rogers voted Aye, Commissioner Locke voted Nay, Commissioner McClure voted Nay; Motion Passed Three to Two

XVIII. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 9:50 pm.

Sally Burbridge, Mayor

ATTEST:

Karla Saylor, City Clerk

MINUTES PREPARED BY:

Karla Saylor, City Clerk

DRAFT

CITY OF AZTEC
SPECIAL COMMISSION MEETING MINUTES
December 21, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 5:00pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Judge Carlton Gray

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

Members Absent: Commissioner, Sheri Rogers; Commissioner, Roberta Locke;

Others Present: City Manager Josh Ray City Attorney Larry Thrower; City Clerk Karla Saylor (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve the Agenda as presented

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

None

VIII. CONSENT AGENDA

None

IX. ITEMS FROM CONSENT AGENDA

None

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

A. Power Sales Agreement

Josh mentioned that the city is currently purchasing power from PNM on a 10 year contract and the contract will end June 30, 2016. Aztec issued a RFP for wholesale power supply in May, 2015. The city received 15 proposals and selected the proposal by Guzman Energy. In their proposal they desire to transfer to Aztec all of Guzman's right, title and interest in the one (1) MW solar powered electric energy generating facility contracted by Guzman after the 7 year contract has been completed and can be extended up to two (2) more years.

MOVED by Mayor Pro-Tem Sipe, SECONDED, Commissioner McClure to Approve the Power Sales Agreement with Guzman Energy LLC

All Voted Aye Motion Passed 3-0

B. Solar Project Purchase Agreement

Josh mentioned that this goes in hand with the Power Sales Agreement. He mentioned that this will be in place for 7 years. There was discussion of maintenance on the project and Ken George, Electric Director mentioned that Guzman would be responsible for maintenance until the contract is up. Josh mentioned that the contractor will start construction in January, 2016 and begin testing in May, 2016. They should have it up and running on July 1, 2016.

MOVED by Commissioner McClure, SECONDED by Mayor Pro-Tem Sipe to Approve the Solar Project Purchase Agreement with Guzman Energy LLC

All voted Aye, Motion Passed 3-0

C. Aztec Municipal Golf Course Quarterly Financials

Josh mentioned that this a request to transfer funds for the electric utility fund in the amount to \$35,000. He mentioned that in order to submit quarterly financial report to the state the City must show that each of our enterprise funds are balanced. After the transfer the plan is to present the financial report to Commission in January showing one year of operational costs and expenditures and the commission will be able to make the decision concerning the future of the Municipal Golf Course.

MOVED By Commissioner McClure, SECONDED By Mayor Pro-Tem Sipe To Approve The Transfer Of \$35,000 From The Electric Utility Fund To The Municipal Golf Course Fund Via Resolution 2015-980

All Voted Aye, Motion Passed 3-0

XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIII. DEPARTMENT REPORTS

XIV. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro Tem Sipe to adjourn the meeting at 5:53 p.m.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Courts, Water/Wastewater and Visitor Center
ACTION REQUESTED: Approval of Employee/Public Official Travel Requests
SUMMARY BY: Cheryl Franklin

PROJECT DESCRIPTION / FACTS (Leading Department)

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

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS: Travel Log January 12, 2016

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: JANUARY 12, 2016**

Dates of Travel	Department	Employee	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY16 Budget Available
01/13-15/16	Courts	Theresa Bounds	Education/Board Meeting Albuquerque, NM.	Yes	No	86.40 80.00	Meals & Gratuity Allowance Lodging (JEC paying for one night)	Yes
01/24-29/16	Water/WW	Tyrome Begay	NMWWA School & Testing- Level 2 Las Cruces, NM.	Yes	No	216.00 250.00 130.00 426.10	Meals & Gratuity Allowance Registration Estimated Cost for Fuel Lodging- Hotel Encanto	Yes
02/08-10/16	Visitor Center	Wilann Thomas	NM True Hospitality & Tourism TRENDS 2016 Santa Fe, NM.	Yes	No	96.00 259.47 67.00 251.38	Meals & Gratuity Allowance Registration Estimated Cost for Fuel Lodging- Eldorado Hotel & Spa	Yes

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: IX. CONSENT AGENDA (D)
AGENDA TITLE: Resolution 2016-981 Fire Department E-One Rear Mount Pumper

ACTION REQUESTED BY: Finance & Fire Departments
ACTION REQUESTED: Approval of Fire Department E
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Fire Department benefits from the annual distribution of State Fire Funds which usage is defined through the NM Administrative Code and the State Fire Marshal's Office is designated with the administrative authority for those funds (NMSA 1978, Sec 59A-53-12).
- The Fire Department allows the annual distribution to accumulate over multiple years to purchase fire fighting equipment. The Department currently has accumulated approximately 3 years of distributions (not including FY16) and has been advised the funds must be obligated prior to June 30, 2016 or the City will be required to return the unobligated distributions (\$548,198)
- The Fire Department has identified equipment to be purchased to use the accumulated funds. The first of those purchases was a Light Rescue Unit which was authorized in December. The second purchase is a rear mounted pumper.
- Fire Chief Kevin Simpson has worked with the State Fire Marshal's office to develop specifications for the pumper unit as well as working with Pete's Equipment Repair Inc.
 - Base price for E-One RM Pumper: \$392,754.00
 - Total Price as Equipped: \$539,922.00
 - Total Price w/ Pete's Equip discount: \$514,922.00
- Estimated delivery time 270-330 calendar days.
- Specifications for the truck are available upon request but due to number of pages, was not included with summary documentation.

PROCUREMENT / PURCHASING

- Procurement of this item is available through the Houston-Galveston Area Council (HGAC) cooperative purchasing agreement which was approved by Commission in April of 2009.
- Procurement under cooperative agreements is authorized under NMSA 1978 13-1-135 and the City's Purchasing Guidelines, Resolutions 2015-956.

FISCAL INPUT / FINANCE DEPARTMENT

- The FY16 Adopted Annual Budget anticipated the need to utilize the accumulating funds and the State Fire Fund includes a portion of the funds required for the purchase of the pumper truck. Sufficient funds will exist in the State Fire Fund when the truck is delivered to the City in 2017. However, in the interim, funds will be encumbered in the Capital Projects Fund (may be used for the purchase of fire equipment as per Ordinance 2003-305) and require additional funding to be appropriated.

- Existing State Fire Fund Budget: Internal review has been conducted and available funds within budget have been transferred to capital budget. Sufficient funds remain within the operating budget for the Fire Department through June 2016.
 - Budget: State Fire Fund, CTPL: Heavy Equipment \$577,384.00
 - Light Rescue Unit Purchase: \$202,900.00
 - E-One RM Pumper Purchase: \$514,922.00

 - Additional Funds Required: \$140,438.00

- FY16 State Fire Fund Adjustments:
 - Recognize increase FY16 State Fire Distribution: \$ 40,464.00
 - Recognize proceeds from surplus: \$ 5,500.00

- FY16 Capital Projects Fund Adjustments (from cash reserves):
 - CPTL: Fire Department Equipment \$ 94,474.00

- FY17 State Fire Fund Budget:
 - Capital Equipment budget will include full purchase of both light rescue unit and pumper unit. No funding will be required from the Capital Projects Fund.
 - FY17 State Fire Distribution estimated at \$154,169 sufficient for operating budget and capital purchases.

SUPPORT DOCUMENTS:

- Pete's Equipment Repair Inc Pumper Proposal
- Pumper Truck Drawing
- Special Budget Resolution 2016-981

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve purchase of E-One Rear Mount Pumper unit through HGAC Contract FS12-15 from Pete's Equipment in the amount of \$514,922.00 and authorize Special Budget Resolution 2016-981 appropriating funds for the purchase.



1412 Broadway NE
 Albuquerque, NM 87102
 (505) 242-6969
 Fax – (505) 242-4156

PROPOSAL

To: Aztec Fire Department, Chief Kevin Simpson

17-Dec-15

We will extend the price, terms and conditions of our E-One HGAC contract #FS12-15 Code HC06. Enclosed you will find a copy of the HGAC published documents that detail the prices of the contract. The following is the pricing for a NFPA 1901, 2009 Rev. compliant Pumper as per the HGAC contract:

Description	Published Options Price	Unpublished Options Price
ADD ONS		
#1200-0235 Upgrade to ISL 400 HP	\$18,601.00	
#1520-0018 Typhoon Cab in Lieu of Quest	(\$30,038.00)	
#3300-0021 Remove Roll Up Door Small Qty (2)	(\$1,912.00)	
#3300-0019 Remove Roll Up Door Large Qty (6)	(\$8,184.00)	
#3300-0021 Painted Roll Up Door Small Qty (2)	\$3,242.00	
#3300-0022 Painted Roll Up Door Large Qty (6)	\$12,168.00	
#4415-0008 Front Bumper Discharge 1.5"	\$1,810.00	
#4415-0576 5" Right Side Discharge with 4" Valve	\$4,570.00	
#4015-0008 Zinc Anodes for Hale Pump	\$371.00	
#4015-0041 Valve Monarch Electric	\$6,433.00	
#4100-0000 Foam Cell - 10 Gallon	\$1,112.00	
#4100-0008 Foam Cell - 20 Gallon	\$1,196.00	
#4417-0039 Akron Deckmaster 3440 Elec. Monitor	\$13,344.00	
#4417-0040 Akron 5177 Akromatic 2.5" Nozzle	\$2,037.00	
#4430-0019 2001 Hypro/FoamPro Foam System	\$15,518.00	
#4432-0056 Hale EZ-Fill Foam Tank Refill Qty (2)	\$6,414.00	
#4432-0063 Hale Foam Logix A/B Selector	\$4,263.00	
#4435-0084 IC 10 LED Foam Gauge Qty (2)	\$1,654.00	
#4450-0063 Direct 2.5" Water Tank Fill w/valve	\$1,715.00	
#3320-0012 SCBA Bottle Storage in Wheel Well for 7	\$1,487.00	
#3370-0023 Track Adj. for single depth Qty (6)	\$1,320.00	
#3370-0026 Adj. Shelves for full depth Qty (3)	\$849.00	
#3370-0028 Track Adj. for shallow depth Qty (2)	\$120.00	
#3370-0029 Adj. Shelves for shallow depth Qty (2)	\$288.00	
#3380-0076 Floor mounted R/O Tray #500 Lbs Qty (4)	\$3,092.00	
#3380-0077 Adj. R/O Tray #500 Lbs Qty (5)	\$5,550.00	
#3380-0041 PAC TRAC panels Qty (2)	\$1,846.00	
#1750-0034 Switch additional 12V/15AMP Qty (2)	\$460.00	
#5100-0001 Switch - Three Way	\$192.00	
#5110-0052 12V Power Dist. Module	\$355.00	
#5110-0136 Rear Back Up Sensor System	\$2,160.00	
#5130-0002 Cord Reels w/200' of 10/3 Yllw Cord Qty (2)	\$5,612.00	
#5200-0000 Breaker Box 8 Place Single Phase	\$996.00	
#5250-0037 Generator Smart Power 8KW Hyd. HR-8	\$18,506.00	
#5310-0002 FedSig SMLED6 Light Bar	\$1,768.00	
#5310-0012 Diamond Plate Shield for SMLED	\$371.00	
#5350-0188 FedSig Back Up Camera	\$793.00	
#5380-0140 ROM LED Rope Lighting Qty (2)	\$758.00	

#5380-0141 ROM LED Rope Lighting for Medium Body	\$3,428.00	
#5390-0076 Hose Bed Light Truck-Lite Led Qty (4)	\$948.00	
#5390-0102 Crosslay Light Truck-Lite LED	\$237.00	
#5400-0039 Handheld Spotlight	\$448.00	
#5450-0259 Whelen PFP2 Tripod Qty (2)	\$7,412.00	
#5450-0264 Whelen PFP2 Permanent Mount Qty (2)	\$5,682.00	
#5470-0001 Twist Lock Recpt. 20AMP, 110V Qty (4)	\$1,504.00	
#5600-0074 Opticom Emitter for Light Bar	\$3,560.00	
#1150-0007 Center Tray in Bumper	\$801.00	
#1350-0011 Fuel Pump Electric Reprime	\$487.00	
#1685-0234 Cup Holders	\$267.00	
Frame Liner require with additional body length		\$2,610.00
Driver Controllered Differential		\$710.00
Koni Shock Absorbers Rear		\$512.00
Isolated Air Tank with valve		\$482.00
Trailer Hitch Class III		\$830.00
Paddle Latches for Cab Doors		\$548.00
Large Cab steps with LED lights		\$820.00
Zolatone Cab Door Panels		\$1,161.00
Map Pockets in Cab front doors		\$252.00
Rear Cab wall to be smooth plate		\$297.00
Folder Rear Seats in Lieu of Bench		\$520.00
S/S scuff plates in cab		\$586.00
Upgrade to Kussmaul 40A Battery Charger w/compressor		\$1,158.00
PAC TRAC mount with swing out tool board		\$2,738.00
Zico RR 12In NRW Access Ladder		\$1,577.00
Insert Rubber Handrails		\$1,620.00
Hosebed Divider - Medium		\$385.00
Hosebed Storage Pan		\$394.00
Thread to be 1.5" NPSH		\$340.00
Pair of FedSig 64 LED Scene lgihts		\$844.00
12V 175A receptacle port for winch		\$377.00
4" & 2" double "z" stripe upgrade		\$796.00
Total of each column	\$125,611.00	\$19,557.00

The base price for an E-One RM Pumper truck contract #FS12-15 code# HC06 is **\$392,754.00**.

The total price for the unit including published, unpublished options and HGAC fee is **\$539,922.00**.

Pete's Equipment discount the unit **\$25,000.00**, making your new and final total **\$514,922.00**.

Factory Final Inspection is included. This proposal expires January 31, 2016.

If you have any questions, please call me at 800-996-8469.

Thank you for this opportunity,

Pete Marquez Jr.
Vice-president



AZTEC FIRE DEPARTMENT

AZTEC NM

075034

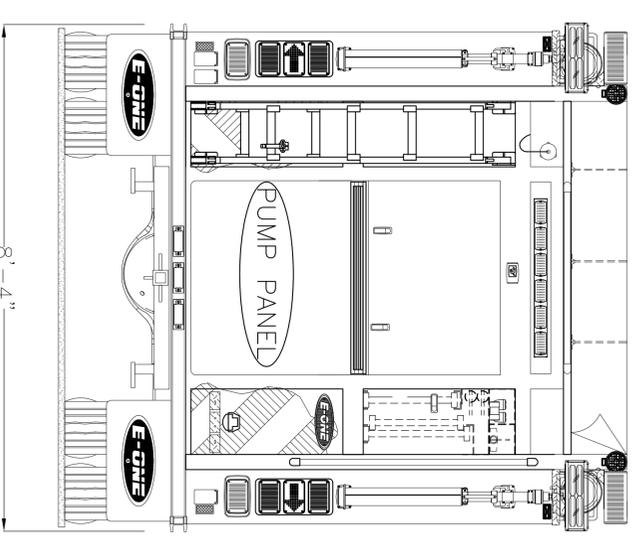
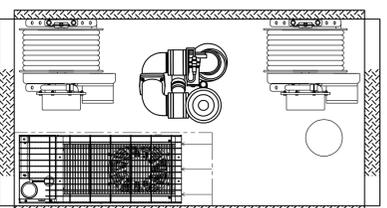
CAR54 REAR MOUNT

TYPHOON X / 4X2 CHASSIS

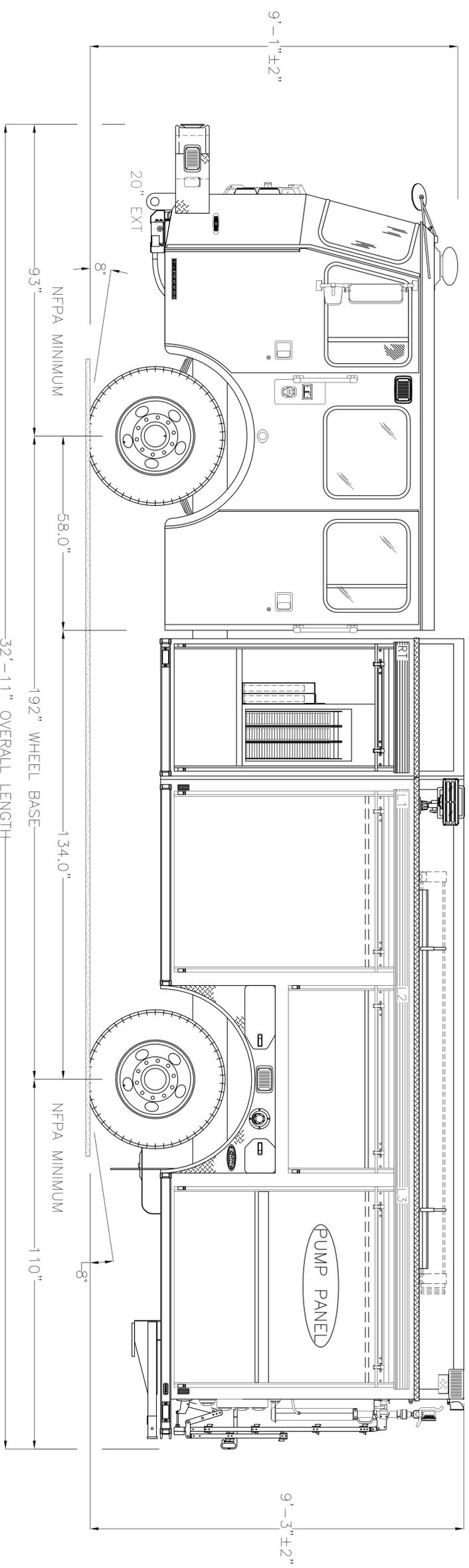
1250 GPM WATEROUSE S100D/TC20 PUMP		HOSE LOAD:
750 GALLON WATER		NFPA HOSELOAD
10 GALLON INTEGRAL CLASS "A" FOAM		
20 GALLON INTEGRAL CLASS "B" FOAM		
COMPT.	OPENING	INTERIOR DIMENSION
LTC/RTC	36W 59H	36W 46H 94D UPPER 36W 46H 94D LOWER
L1	52W 59H	54W 31H 12D UPPER 54W 56H 26D LOWER
L2	54W 25H	56W 31H 12D UPPER 56W 22H 28D LOWER
L3	58W 59H	PUMP PANEL 60W 24H 24D LOWER
R1	52W 59H	54W 25H 12D UPPER 54W 30H 28D LOWER
R2	54W 25H	56W 25H 12D LOWER
R3	58W 59H	60W 25H 12D UPPER 60W 30H 24D LOWER
B1	40W 57H	PUMP ACCESS

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

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HOSEBED HEIGHT:
(FOR REFERENCE ONLY)
TO TAILBOARD: 76"
TO GROUND: 100"



JAWANNO	B	REV B	2015-01-05	JAWANNO
JAWANNO	A	INITIAL RELEASE	2015-01-20	JAWANNO
DRAWN BT		DISCREPTION	DATE	APPROVED
		APPROVAL REVISIONS		SHEET 1 OF 2

RESOLUTION 2016-981
Special Budget Resolution
Appropriation of Funds for Fire Department Capital Equipment
Fiscal Year 2015-2016

WHEREAS, the City of Aztec Fire Department (Fire Department) provides critical health and safety services for the citizens of the City of Aztec and requires modern equipment to provide those services; and

WHEREAS, the Fire Department receives annual State Fire Distributions and has accumulated multiple years of distributions to fund the purchase of capital equipment; and

WHEREAS, the NM State Fire Marshal's Office has advised accumulation of funds beyond June 2016 will not be permitted and requires the Fire Department to accelerate capital equipment purchases to avoid loss of funding; and

WHEREAS, the Fire Department has identified equipment purchases including an E-One Rear Mounted Pumper to expend the accumulated funds and requires additional funds for the authorization of the purchase; and

WHEREAS, the State Fire Fund revenues have exceeded budget and the Capital Projects Fund has available cash reserves; the combination provide sufficient resources for appropriation of funds for the authorization to purchase the E-One Rear Mounted Pumper.

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

	State Fire Fund	Increase/(Decrease)
Revenue:		
State Fire Distribution	230-2230-33525	\$40,464
Sale of Assets	230-2230-38100	\$ 5,500
Expenses:		
Capital: Heavy Equipment	230-2230-83250	\$ 45,964
Capital Projects Fund		
Expenses:		
Capital: Heavy Equipment	310-2230-83250	\$ 94,474

Passed, Adopted and Approved this 12th day of February 2016.

SEAL

MAYOR SALLY BURBRIDGE

ATTEST:

KARLA SAYLER, CITY CLERK

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: IX. CONSENT (E)
AGENDA TITLE: Resolution 2016-982 Surplus

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Library, during the normal course of operations, reviews circulation of all materials. Materials which are not circulating or are out of date are pulled from the shelves and become surplus material. These items would have been purchased with city or state library funds or donated to the library.
- Materials pulled include a large collection of music CDs and adult and youth books.
- Approved surplus items will be disposed of in a variety of ways to best serve the library and the community. Materials which may have use to Good Sam's, local pre-schools, and/or veteran's programs will be donated. Materials which may have public interest will be packaged and available for sale at the library. Other materials may be packaged and sent to book outlets at no cost to the city. The Public Surplus website has not resulted in interest library materials, although it will continue to be utilized as well.
- If the items are not sold they will be donated or disposed of according to NM Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- Revenues from auction to be applied to General Fund / Joint Utility Fund

SUPPORT DOCUMENTS:

- Resolution 2016-982
- Surplus List – Music Titles
- Surplus List – Adult & Juvenile Titles

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2016-982 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC RESOLUTION 2016-982

A RESOLUTION DECLARING CERTAIN MUNICIPAL PROPERTY NOT ESSENTIAL FOR MUNICIPAL PURPOSE AND DIRECTING IT BE SOLD, OR IF THE PROPERTY HAS NO VALUE, DONATE THE PROPERTY TO ANY ORGANIZATION DESCRIBED IN SECTION 501(c)3 OF THE INTERNAL REVENUE CODE OF 1986 OR DISPOSED.

WHEREAS, Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and

WHEREAS, the City of Aztec owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and

WHEREAS, the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY of the City of Aztec, New Mexico that the personal property below described which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 12th day of January, 2016.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

The best of the Pacific Jazz years	Richard "Groove" Holmes
At the Mardi Gras	Al Hirt
Music to watch girls by	Al Hirt
Sound System	Herbie Hancock
Perfect machine	Herbie Hancock
Blues Dream	Bill Frisell
Billie Holiday	
Essential Jazz ballads	
Essential Jazz ballads	
Structurally sound	Booker Ervin
Yardbird suite	Charlie Parker
Come away with me	Norah Jones
Live	Pat Metheny Trio
99-00 w/ Larry Grenadier	Pat Metheny Trio
Nightcap Jazz	
Creation	Branford Marsalis
Sweet release & ghost story	Wynton Marsalis
Tonin'	The Manhattan transfer
Claudio Arrau III	
Carmen	
Verdi	Daniel Barenboim
Dancing on the water	Bob James
Heads	Bob James

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Two	Bob James
Koko Taylor	
Sensual jazz	
Colors of the Orchestra	
Classical Rockies	Mother Nature and the London Symphony Orchestra
Classical Lightning	London Symphony Orchestra
Chopin	Samson Francois
Jacket required	Phil Collins
The Cala series	
Brahms	Buchbinder
Carmen-Peer Gynt	Leonard Slatkin
J.S. Bach	Yehudi Menuhin
Mahler	
The best of the lost recordings and the secret broadcasts	Glenn Miller
Instrumental Acoustek	
Water Music	
Handel	Christopher Hogwood
Gershwin-Bernstein	Leonard Bernstein
Elgar: the dream of Gerontius	Richard Lewis
Debussy	Andre Previn
Debussy	Gunter Wand
Tchaikovsky	Chicago Symphony Orchestra
Berlioz Symphonie Fantastique	Cleveland Orchestra

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Stravinsky

Boston Pops Orchestra

Scheherazade

Kirill Kondrashin

Ravel-Bolero

The Gamble

Valery Gergiev

Classical winter

London Symphony Orchestra

Three Mo' tenors

Pavarotti & friends for Guatemala and Kosovo

Mozart

Sir Colin Davis

Mozart

Karl Bohm

Monster

R.E.M.

Baptism

Lenny Kravitz

No guru, no method, no teacher

Van Morrison

So far

Crosby, Stills Nash & Young

Happy ending

Dogstar

Watershed

K.D. Lang

Live in New York

Joe Jackson

Bringing it all back home

Bob Dylan

Blonde on blonde

Bob Dylan

Desireless

Eagle eye cherry

Stoned immaculate

The music of the doors

The civil war

Verdi Arias

Jose cura

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Mehta	The 3 tenors
Good morning Aztlan	Los Lobos
Jump-to-it	Aretha
A new day at midnight	David Gray
White ladder	David Gray
Hits of the 50s & 60s	
Come on now social	Indigo girls
At last	Gladys Knight
Chicken soup for the soul	
La Boheme	Puccini
Christmas cocktails	
Evergreen	
The Rose	
Hoyle Osborne live at the Diamond Belle	Hoyle Osborne
Funk classics	The new birth greatest inc.
Super party hits	
Ragtime Cowboy Joe	Hoyle Osborne
Sound loaded	Ricky Martin
Platinum collection	The Mantovani orchestra
The bedroom tapes	Carly simon
This time	Los Lobos
Portrait of Sinatra	Frank Sinatra
Classics & standards	Frank Sinatra

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Divine light	Carlos Santana
Picture this	Jim Brickman
In search of the turtle's navel	William Ackerman
Spirit of the Southwest	
Songs of inspiration	Alabama
Hearing voices	William Ackerman
Wilson	Brian Wilson
Side by Side	Jane Voss & Hoyle Osborne
Farther down the road	Jane Voss
Beyond the boundaries	Jane Voss & Hoyle Osborne
Sparkle and Shine	Jane Voss & Hoyle Osborne
Izitso	Cat Stevens
Best live	James Taylor
Back to Broadway	Barbra
Greatest hits	Cat Stevens
Spice	Spice girls
The big band era	
Wedding and love songs	
Musical massage Inside	
December	George Winston
A winter's solstice VI	Windham hill sampler
Windows	Windham hill sampler
Quiet mind	Nawang Khechog

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Grand passion	John Tesh
Elvis	
Merlin's magic	
Morning song bird	
Hymns of faith	the mormon tabernacle choir
Desert dreams	Arnold Mitchem
Greatest hits	Mormon Tabernacle Choir
What a wonderful world	Anne Murray
The mystery of santo domingo de Silos	Gregorian Chant
The music of Vince Guaraldi	George Winston
Sounds of peace	Nawange
Rythms of peace	Nawange
Saints	
Handel Messiah Choruses and arias	
Ancient & Modern	Anne Dudley
Musical massage balance	
Come, come ye saints	the mormon tabernacle choir
Never be the same	Eterne
The Beach Boys greatest hits	The beach Boys
Cool	George Duke
Corea Concerto	Chick Corea
Night Beat	Sam Cooke
The man who invented soul	Sam Cooke

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

From the round box	Ravi Coltrane
The dark before the dawn	Cyrus Chestnut
Swingtime	The canadian brass
Sentimento	Andrea Bocelli
Bernstein conducts Bernsetin	
Best of George Benson	
Benson Anthology	George Benson
Brazilian Rhapsody	Daniel Barenboim
Out of nowhere	Chet Baker
Definitive hits	Heb Alpert
Art Blake'ys Jazz messengers with Thelonious Monk	
Enjoy the ride	Sugarland
Live at the Charleston Music Hall	Ricky Skaggs & kentucky Thunder
Emotional traffic	Tim McGraw
Population: Me	Dwight Yoakam
The three pickers	Earl Scruggs, Doc Watson, Ricky Skaggs
Good Old Country	Jeannie C. Riley
Super hits	Charlie Rick
Greatest hits	Patty Loveless
Jerusalem	Steve Earle
Good Old Country	Patsy Cline
Good Old Country	Lynn Anderson
The Rock: Stone cold country 2001	George Jones

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

The dark before the dawn	Guy Clark
American IV: the man comes around	Johnny Cash
Johnny Cash at San Quentin	Johnny Cash
Unconditional	Clay Davidson
American V: a hundred highways	Johnny Cash
Panazon	Hoyle Osborne
Living with ghosts	Patty Griffin
This christmas time	Lonestar
The holly and the ivy	
Home for Christmas	
Sing we Christmas	Chanticleer
A Christmas album	Michael Crawford
Christmas with the stars	
Children running through	Patty Griffin
Here's your Christmas	Bill Engvall
Essence	Lucinda Williams
An album of songs	Jane Voss
An album of songs	Jane Voss
Summer solstice 2	
Happy Land: Musical tributes to Laura Ingalls Wilder	
Come dance with me in Ireland	
Super hits	Clancy Brothers & Tommy Makem
Celtic Divas	

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

South Pacific

The Rocky Horror Picture Show

A Connecticut Yankee

Philadelphia

Notting Hill

The best of Andrew Lloyd Webber vol 2

The best of Andrew Lloyd Webber vol 1

Madama Butterfly

Alvin and the chipmunks

Titanic

High School musical 2

A celebration of Christmas

Jose Carreras, Natalie Cole, Placido
Domingo

O holy night

Best of the best: a holiday collection

Catch the magic

Snowbound

Fourplay

Winter Wonderland

Noel

A smooth jazz Christmas

Dave Koz & Friends

Phonography

Celine

Believe

Celtic Woman

Dance hits of the 50s & 60s

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Whole new you	Shawn Colvin
The classic rhythm & blues collection	
Growing pains	Mary J Blige
The birth of a label	
50s favorites	
This is where I cam in	Beegees
Sounds of summer	The beach Boys
Rushmore	
Until the ind of the world	
Forrest Gump	
Someone like you	
Native American tradition	
In the blood	Robert Mirabal
Indians, Indians	Robert Mirabal
Desert Plateaus	John Huling
Music from a tainted cave	Robert Mirabal
Oleander	
In a rainbow	Radiohead
The best of the velvet underground: words and music of Lou Reed	
Unplugged	Bob Dylan
The best of the Moody Blues	
World gone wrong	Bob Dylan
Southern Accents	Tom Petty and the Heartbreakers

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Downtown train	Rod Stewart
Nasty little thoughts	Stroke 9
Purest of pain	Son by 4
Carry the gift	R. Carols Nakai & William Eaton
Los Super Seven Canto	
Lo Nuestro Y Lo Mejor	
La Familia Vigil con El Viejoy y Yo	
Kingdom of the sun	
Café Atlantico	Cesaria Evora
Corridos de Alto Voltage	Banda Los Lagos
A Toda Cuba le Gusta	
Songs of the Indian Flute	John Ranier Jr
In beauty I walk	Coyote Oldman
Spirit feathers	
Tradional Navajo songs	
Gather ing Shamen	
Voices from the spirit world	Robert L Turgeon
Open circle	Kevin Locke
The shape of time	Coyote Oldman
Sacred Earth drums	David & Steve Gordon
Johnny Damas and me	John Trudell
Hours before dawn	Verdell Primeaux & Johnny Mike
Eparensen	Son by 4

**SURPLUS MUSIC TITLES
RESOLUTION 2016-982**

Banda Arkangel	Reina de Reinas
Sao Vicente	Cesaria Evora
Songs from an American movie	Everclear
Las flores de la vida	Compay Segundo
Celebracion	Eddie Santiago
Manual Galban Mambo Sinuendo	Ry Cooder
Secuencia	Reik
Reik	

**SURPLUS ADULT JUVENILE TITLES
RESOLUTION 2016-982**

The Walking Dead Volume 4	Kirkman, Robert
Beauty Pop Volume 2	Arai, Kiyoko
Cherry Heaven 7/6/15	Adlington, L. J.
Chains	Anderson, Laurie Halse
Chupacabra and the Roswell UFO	Anaya, Rudolfo
Gilda Joyce The Ladies of the Lake	Allison, Jennifer
Gilda Joyce The Ghost Sonata	Allison, Jennifer
Gilda Joyce and The dead Drop	Allison, Jennifer
Bullit Point	Abrahams, Peter
City of Fallen Angels	Clare, Cassandra
The Malifex	Alton, Steve
Freefall	Anahalt, Ariela
Feed	Anderson, M.T.
Defining Dulce	Acampora, Paul
Riding Invisible	Alonzo, Sandra
Minding Frankie	Binchy, Maeve
The return journey	Binchy, Maeve
The world in Panchho's eye	Brown, J.P.S.
Tomorrow's promise	Brown, Sandra
The corpse on the court	Brett, Simon
My name is memory	Brashares, Ann
The heir	Bradford, Barbara Taylor
The Family way	Bowen, Rhys
Heirs and graces	Bowen, Rhys
Shadow on the crown	Bracewell, Patricia
A drop of the hard stuff	Block, Lawrence
Hull zero three	Bear, Greg
Kissing Christmas goodbye	Beaton, MC.

**SURPLUS ADULT JUVENILE TITLES
RESOLUTION 2016-982**

Death of a witch	Beaton, MC.
Death of a kingfisher	Beaton, MC.
The operative	Britton, Andrew
Blaze	Bachman, Richard
Insane city	Barry, Dave
The hydrogen sonata	Banks, Iain M.
Sidney Sheldon's Angel of the dark	Bagshawe, Tilly
The chemistry of death	Beckett, Simon
Hawke	Bell, Ted
Assassin	Bell, Ted
Pirate	Bell, Ted
Spy	Bell, Ted
Dime store magic	Armstrong, Kelley
Haunted	Armstrong, Kelley
Industrial magic	Armstrong, Kelley
Hidden	Armstrong, Kelley
Thirteen	Armstrong, Kelley
A superior death	Barr, Nevada
Steal the dragon	Briggs, Patricia
Lord of snow and shadows	Ash, Sarah
Children of the serpent gate	Ash, Sarah
prisoner of the iron tower	Ash, Sarah
Trick or treachery	Bain, Donald
Crystal	Andrews, V. C.
Butterfly	Andrews, V. C.
Raven	Andrews, V. C.
Delia's heart	Andrews, V. C.
Delia's gift	Andrews, V. C.

**SURPLUS ADULT JUVENILE TITLES
RESOLUTION 2016-982**

Agenda 21	Beck, Glenn
Darwin's radio	Bear, Greg
the black tower	Bayard, Louis
The temple mount code	Brokaw, Charles
Bearers of the black staff	Brooks, Terry
Summer shift	Bonasia, Lynn Kiele
A time for patriots	Brown, Dale
Rogue forces	Brown, Dale
Strike force	Brown, Dale
Born to darkness	Brockmann, Suzanne
Hot pursuit	Brockmann, Suzanne
Rode	Averill, Thomas Fox
Rock bottom	Andrews, Sarah
It all began in Monte Carlo	Adler, Elizabeth
All or nothing	Adler, Elizabeth
There's something about St. Tropez	Adler, Elizabeth
Sweetwater ever	Adleman, Robert H.
The book of tomorrow	Aherrn, Cecelia
Antiques disposal	Allan, Barbara
Antiques Flee market	Allan, Barbara
Antiques Maul	Allan, Barbara
Watership down	Adams, Richard
Brick lane	Ali, Monica
The lambs of London	Ackroyd, Peter

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: IX. CONSENT (F)
AGENDA TITLE: Resolution 2016-983 Write Off of Uncollected Utility Accounts

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

PROJECT DESCRIPTION / FACTS

- State Statute 3-37-7, NMSA provides for the removal of uncollectable utility accounts from the Utility Accounts Receivable listing of the City. The governing body must approve this action. The attached list includes accounts more than four years old and considered uncollectable due primarily to age, but may also include death of the debtor or bankruptcy.
- The total write off amount is \$22,088.63 and includes 76 accounts final billed through December 28, 2011. Two accounts totaling \$588.08 will be written off due to death of customer or bankruptcy. All remaining Utility Account Receivables will be less than four years old.
- As a comparison, the write-off amounts for the prior 4 years are below:

Fiscal Year	Write Off Time Period	Amount	Write Off Time Period	Amount	Total Write Off
FY2012			June 30, 2008	8,308.16	8,308.16
FY2013	Dec 31, 2008	101,113.07			101,113.07
FY2014	June 30, 2009	26,860.07	June 15, 2010	53,311.88	80,171.95
FY2015	Dec 31, 2010	19,745.62	June 15, 2011	26,547.89	46,296.51
FY2016	Dec 31, 2011	22,088.63			22,088.63

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The utility accounts will be written off against the allowance which is calculated based on annual utility accounts receivable using a % based on the averages of aged (current, 30, 60, and 90 day) receivables since January 1990. The utility allowance for uncollectible accounts as of January 7, 2016 is \$253,347. This write off, totaling \$22,088.63, represents 8.7% of the existing allowance.
- As of December 31, 2015, total utility accounts outstanding totaled \$921,482.49. Of this amount, \$177,158.01 was over 90 days past due (19.2% of total accounts). By utility, the over 90 day balances consist of:
 - § Electric utility: \$109,381.42 61.7 %
 - § Water utility: \$ 27,232.00 15.4%
 - § Sewer utility: \$ 28,067.13 15.8%

§ Trash \$ 12,477.45 7.1%

- Actual collection averages for utility accounts are:
 - § 88.21% of current billings are collected within 30 days of billing;
 - § 81.93% of accounts over 30 days are collected;
 - § 56.08% of accounts over 60 days are collected; and
 - § 0.46% of accounts over 90 days are collected.

- For the current fiscal year, annual utility revenues are estimated to be \$10.3 million and the adopted budget includes \$85,000 (less than 1% of annual billing) for the current year write off expense which will establish the allowance for actual write offs in four years.

SUPPORT DOCUMENTS:

1. Resolution 2016-983
2. Schedule of Accounts to Write Off

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2016-983
Uncollectable Utility Accounts.

RESOLUTION 2016-983

UNCOLLECTIBLE UTILITY ACCOUNTS

WHEREAS, The City of Aztec Finance Department has set up utility accounts and provided service to the referenced customers on the attached schedule; and

WHEREAS, efforts have been made to collect the utility accounts and locate the debtors; and

WHEREAS, the utility accounts have been uncollectible for a period of time of more than four years or the debtor is deceased or has filed bankruptcy; and

WHEREAS, it is the objective of the City of Aztec Finance Department to maintain accurate financial records of the City, including an accurate balance of the City's Accounts Receivable.

NOW, THEREFORE, BE IT RESOLVED that the uncollectible utility accounts be shown on the attached schedule be removed from the list of accounts receivable for the City of Aztec and that the Aztec City Commission adopt this resolution as a formal approval to remove the referenced list of uncollectible accounts from the City's list of accounts receivable.

ADOPTED AND APPROVED THIS 12th day of January 2016.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

Resolution 2016-983
Utility Account Write Off
Inactive Accounts Over Four Years Old, Bankruptcy or Deceased

Account Number	Name	Service Address	Balance Due	Account Opened	Service Finalized	Last Payment	# of Delinquents	Days Active
42162	BENALLY RUBY	400 N Light Plant RD TRLR	20.00	2/27/1997	9/7/2005	8/25/2005	35	3114
50673	MITCHELL MURRELL	400 N Light Plant RD TRLR	548.11	8/11/2010	6/27/2011	4/7/2011	10	320
50886	GALLEGOS EMILY	1216 W Aztec BLVD TRLR 32	220.31	2/7/2011	7/5/2011	5/26/2011	6	148
50589	BEGAY RICHARD	301 Mesilla DR APT 2	71.61	6/29/2010	7/6/2011	7/11/2011	3	372
51078	SCOTT & SON'S EXCAVATION,	Hydrant Meter 5	64.66	7/7/2011	7/12/2011			5
50584	RIVERA DESTINE	1114 W Aztec BLVD TRLR 32	162.26	6/22/2010	7/13/2011	6/6/2011	7	386
50824	HOOPS CASSANDRA	504 Orchard AVE # B	193.75	12/7/2010	7/13/2011	6/1/2011	6	218
50896	PINKERTON SHANE	400 N Light Plant RD TRLR	267.48	2/15/2011	7/13/2011	6/13/2011	6	148
50474	BLEVINS DEBRA	116 N Church AVE APT 1	283.79	5/27/2010	7/13/2011	6/7/2011	13	412
50739	BRICE ANDREA	314 S Main AVE	333.63	9/24/2010	7/18/2011	5/26/2011	10	297
50271	WILLIAMSON SEAN	305 N Light Plant RD TRLR	2,858.91	11/6/2009	7/18/2011	7/11/2011	24	619
50464	REYNA SARA	10 Road 2597	3.29	4/7/2010	7/25/2011	6/6/2011	7	474
50234	CARRANZA AMERICA	7 Road 2597	58.68	10/14/2009	7/25/2011	6/20/2011	2	649
51010	BARNES MATTHEW	308 Mesilla DR # B	172.65	5/12/2011	7/25/2011	6/6/2011	1	74
50540	DODGE MICHELLE	504 S Main AVE	562.38	5/25/2011	7/26/2011	6/27/2011	2	62
41093	LIVINGSTON JUD/JENN	400 N Light Plant RD TRLR	605.53	2/8/1995	7/26/2011	6/21/2011	96	6012
50971	SHEEHAN MICHAEL	1216 W Aztec BLVD TRLR 31	206.06	4/20/2011	8/2/2011	7/20/2011		104
50813	BEGAY TANISHA	307 Mesilla DR APT C	235.48	11/24/2010	8/9/2011	7/18/2011	8	258
50300	THURSTONSON LISA	300 Hesperus AVE	65.85	5/19/2011	8/10/2011	8/12/2010	2	83
50901	ARCHULETA MELODIE	524 Rio Pecos RD APT 2	133.37	2/15/2011	8/10/2011	6/8/2011	2	176
50891	THOMPSON TRACI A	312 Andrew DR	228.56	2/10/2011	8/10/2011	7/25/2011	9	181
50892	SOTO-CONTRERAS JOSE	305 N Lightplant RD TRLR	298.13	2/9/2011	8/10/2011	6/27/2011	7	182
49615	VALDEZ MARY E	500 Ruins RD TRLR 17	313.77	9/2/2008	8/10/2011	7/13/2011	35	1072
45962	HUNT KATHY	610 Apache AVE	757.07	7/5/2002	8/10/2011	7/7/2011	42	3323
47636	AVALOS LORI	Resid Bulk Water	220.14	6/3/2005	8/11/2011	5/19/2011	17	2260
50788	YAZZIE ALVINA	905 Townsend AVE	397.73	11/2/2010	8/15/2011	8/2/2011	9	286
50933	VARGAS DONIELLE	305 N Light Plant RD TRLR	628.60	3/17/2011	8/29/2011	7/5/2011	6	165
50840	DENNISON DEE ANN	1024 Rio Brazos RD	302.11	12/20/2010	8/30/2011	7/19/2011	3	253
50661	GOMEZ ADOLFO	308 Mesilla DR # D	87.00	8/2/2010	8/31/2011	8/24/2011	14	394
50734	SEIBEL JACQUI	37 Road 2598	53.86	9/21/2010	9/1/2011	8/16/2011	19	345
50179	MARTIN GENEVIEVE	1216 W Aztec BLVD TRLR 4	247.01	6/15/2011	9/6/2011	8/2/2011	2	83
44726	JUKICH JANEL R	400 N Light Plant RD TRLR	389.03	8/28/2000	9/8/2011	8/2/2011	29	4028

Resolution 2016-983
Utility Account Write Off
Inactive Accounts Over Four Years Old, Bankruptcy or Deceased

Account Number	Name	Service Address	Balance Due	Account Opened	Service Finalized	Last Payment	# of Delinquents	Days Active
50958	WILSON JORDAN	601 Navajo AVE APT 203	63.91	4/12/2011	9/12/2011	8/15/2011		153
50469	CALABAZA MARGARET	318 S Park AVE APT 3	109.89	4/8/2010	9/12/2011	8/9/2011	15	522
50978	FERCIK JOHN	1717 Elm ST	127.23	4/27/2011	9/13/2011	8/10/2011		139
49038 BR	BELL JESSICA	709 Pioneer AVE	287.96	6/24/2011	9/14/2011	6/27/2011	2	82
46362	DRAKE LAURA B.	35 Road 2595	94.37	1/22/2008	9/14/2011	8/10/2011	35	1331
40729	FLORES JESSE	621 S Park AVE APT A-2	120.55	5/6/1993	9/14/2011	7/11/2011	4	6705
50910	FERRIER DEREK	400 N Light Plant RD TRLR	344.30	2/23/2011	9/14/2011	7/13/2011	6	203
47457	JARAMILLO CARLOS	721 Sabena ST	134.64	7/20/2011	9/26/2011		1	68
48476	HEAD CHARLES	28 Road 2550	9.69	9/1/2006	9/27/2011	6/27/2011		1852
50911	HORTON CHERI	512 Kiva AVE	249.18	2/25/2011	9/28/2011	9/6/2011	6	215
48317	VELASQUEZ JENNIFER	1250 S Main AVE	15.77	7/25/2011	10/3/2011		1	70
18808	BASINGER AMY	1234 NE Aztec BLVD SPC 4	225.56	6/13/1989	10/3/2011	9/8/2011	60	8147
49933	BURROW LARRY	818 Maddox AVE	90.58	4/7/2009	10/4/2011	8/25/2011	8	910
50735	GEE SANNY	400 N Light Plant RD TRLR	266.03	9/21/2010	10/6/2011	8/17/2011	18	380
49400	MARTINEZ DUSTIN G	513 Kiva AVE	516.97	11/6/2009	10/10/2011	9/12/2011	45	703
49474	SONGER EDWARD	407 Bunker AVE	524.58	6/5/2008	10/11/2011	8/2/2011	8	1223
44293	FLINT ENERGY	Comm Bulk Water	2.90	11/11/1999	10/12/2011	8/2/2011	3	4353
50752	SEDILLO APRIL	524 Rio Pecos RD APT 1	59.10	10/7/2010	10/12/2011	12/27/2011	2	370
51088	BLACKMORE BARBARA	400 N Light Plant RD TRLR	275.07	7/12/2011	10/12/2011	9/13/2011	4	92
51051	WILSON LINDSEY	400 N Light Plant RD TRLR	278.32	6/13/2011	10/12/2011	8/22/2011	2	121
49665	GARCIA LOIS/JUAN	405 Ute AVE	683.68	9/25/2008	10/17/2011	9/14/2011	30	1117
50546	CALDWELL JASON	705 Dillon ST	565.72	5/27/2010	10/18/2011	9/22/2011	20	509
49496	HOOVER MERRITT	3417 Mascarenas DR	249.54	6/18/2008	10/25/2011	10/17/2011	11	1224
51029	GRUBER GARRICK	1601 S Glenmary DR	70.38	6/1/2011	10/31/2011	10/19/2011	2	152
46904	QUINN BART	804 N Rio Grande AVE APT	211.90	3/4/2004	10/31/2011	10/11/2011	25	2797
48538	OAKES DOUGLAS K	612 French DR	20.00	10/12/2006	11/1/2011	1/3/2012	11	1846
50834	HILL SAVANNAH	1216 W Aztec BLVD TRLR 5	510.13	5/5/2011	11/8/2011	9/6/2011	14	187
50356	LEE RONALD	1110 W Aztec BLVD APT 11	167.52	1/14/2010	11/9/2011	10/10/2011	22	664
50660	VAN LANDINGHAM ASHLEY	305 N Light Plant RD TRLR	407.42	8/3/2010	11/9/2011	10/10/2011	21	463
51207	HOWELL KATHRYN	721 Sabena ST	17.77	9/26/2011	11/10/2011			45
51011	WILSON SAMANTHA	309 Mesilla DR APT A	367.69	5/12/2011	11/17/2011	10/19/2011	6	189
48824	ORTIZ BRENDA	1216 W Aztec BLVD TRLR 19	444.96	4/30/2007	11/15/2011	10/19/2011	54	1660

Resolution 2016-983
Utility Account Write Off
Inactive Accounts Over Four Years Old, Bankruptcy or Deceased

Account Number	Name	Service Address	Balance Due	Account Opened	Service Finalized	Last Payment	# of Delinquents	Days Active
50879	WEST DARBY	504 Western DR	0.09	2/1/2011	11/21/2011	2/1/2012	3	293
44509	MARTIN RICHARD/TARA	208 Heritage LN	1,109.87	4/17/2000	11/21/2011	10/24/2011	86	4235
49252	BURNS MILDRED	401 S Park AVE APT E-1	8.95	12/27/2007	11/28/2011	12/12/2011		1432
50522	GARNER DAVID	302 Mesilla DR APT 2	54.42	5/14/2010	12/1/2011	11/15/2011	2	566
49424	WINTERS CHRIS	110 W Zia ST APT 4	189.31	4/30/2008	12/8/2011	10/17/2011	21	1317
50606	ALCON JOEY	902 N Rio Grande AVE	454.81	7/8/2010	12/8/2011	10/19/2011	22	518
50970	BIRCH JESSE	205 S Church AVE	160.89	4/19/2011	12/14/2011	10/17/2011	4	239
51115	THOMPSON NAOMI	520 Rio Pecos RD APT 6	163.23	7/28/2011	12/14/2011	9/6/2011	3	139
50162	DODD DANNY	609 Boone CIR	436.42	1/11/2010	12/15/2011	11/8/2011	19	703
49041	DELEON CHELSEA	510 Ruins RD TRLR 47	418.44	8/13/2007	12/28/2011	11/21/2011	34	1598
50170 DC	THOMAS VERNON	1114 W Aztec BLVD TRLR 23	300.12	9/1/2009	8/3/2015	7/6/2015	11	2162
49038	BELL JESSICA	709 Pioneer AVE	287.96	6/24/2011	9/14/2011	6/27/2011	2	82

\$ 22,088.63

# OF ACCOUNTS TO WRITE OFF	76
# OF ACCOUNTS WITH NO PAYMENTS	7
# OF ACCOUNTS DISCHARGED DUE TO BANKRUPTCY	1
# OF ACCOUNTS DUE TO DECEASED CUSTOMER	1

AVG # OF DAYS ACCOUNTS OPEN	1,030	2 YRS, 298 DAYS
AVG BALANCE DUE PER ACCOUNT	\$ 290.64	AFTER DEPOSITS APPLIED
AVG # OF DELINQUENCIES	16	

JUNE 2016: JUNE 2011 - MAY 2012	\$ 39,570.71
JUNE 2017: JUNE 2012 - MAY 2013	\$ 33,549.89
JUNE 2018: JUNE 2013 - MAY 2014	\$ 45,437.44
JUNE 2019: JUNE 2014 - MAY 2015	\$ 48,137.44

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: IX. CONSENT (G) **UPDATED 1/11/16**
AGENDA TITLE: Bid 2016-546 River Diversion Head Gate

ACTION REQUESTED BY: Public Works Department, Finance Department
ACTION REQUESTED: Approval
SUMMARY BY: William Watson, Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Animas River Diversion project has been in the design stage for multiple years, the result of a required change in engineering firms and changes to the project over time. The project is necessary due to US Army Corp direction that no longer permits the City to construct temporary structures and requires a permanent solution for the diversion of river water to the water treatment plant. Until August 2015, the project was anticipated to bid the summer of 2016.
- The Gold King Mine spill identified a problem with the diversion headgate which was not completely sealing and allowed seepage of contaminated water to the river pump station. The situation was contained and no contaminated water was pumped to the treatment plant. However, contaminated water did reach the river pump house and contaminated the contents thereof causing cleanup efforts. For this reason, the replacement of the headgate is a priority of the overall River Diversion Project.
- The project was designed by the City Engineer with support of the City Sr. Engineering Tech. Governing specifications are from the New Mexico Dept of Transportation.
- This project will allow protection of the critical Animas River Pump Station located at river's edge.
- The project includes a new headwall with wing walls and apron to be constructed to support an aluminum headgate. The existing headgate and concrete structure will be removed and disposed of by the contractor as part of the project. A temporary by-pass ditch is required to allow river water to flow around the work area to the pump station. Large sand bags will be placed in front of the existing headgate to stop river water that passes through when closed to prevent water from entering the construction site.
- Construction is to be completed (substantial completion) within 70 calendar days from the Notice to Proceed.

PROCUREMENT / PURCHASING (if applicable)

- Bid 2016-548 was advertised in December 2015 and bids opened Monday, January 11, 2016. Five addendums were issued on the project due to the number of contractors reviewing project and their inquiries.
- **Responsive bids were received from:**
 - **Kimo Constructors** \$103,029.00
 - **Meridian Contractors** \$174,691.00
 - **SCS** \$241,067.00
 - **TRC Construction** \$122,417.00

- Staff recommends award of the bid to Kimo Constructors in the amount of \$103,029.00 plus gross receipts tax.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY16 Adopted Annual Budget Joint Utility Fund includes funding for the Animas River Diversion project.
- The City will include the replacement of the headgate in its claim for damages the result of the EPA Gold King Mine spill.

SUPPORT DOCUMENTS: Bid 2016-546 Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve award of Bid 2016-546 to Kimo Constructors in the amount of \$103,029.00 plus gross receipts tax and authorizes the City Manager to execute the construction agreement.



Bid Tabulation
Bid 2016-546
River Diversion Headgate Replacement
Opened January 11, 2016 3:00 PM
Award Recommendation: KIMO Constructors
Commission Meeting: Tuesday, January 12, 2016

ITEM	DESCRIPTION	UNIT	KIMO CONST	MERIDIAN CONT	SCS	TRC CONST
			TOTAL	TOTAL	TOTAL	TOTAL
1	River Diversion Headgate Assembly	LS	\$ 103,029.00	\$ 174,691.00	\$ 241,067.00	\$ 122,417.00
TOTAL BID			\$ 103,029.00	\$ 174,691.00	\$ 241,067.00	\$ 122,417.00
Total Bid Comparison Including 5% NM State Preference				\$ 165,956.45		\$ 116,296.15
Total Bid Comparison Including 10% (Maximum) Resident Veteran Preference			\$ 94,786.68			
Contractor License Type			GB98, GF98, GA01, GA03, GA04, GA05	GA98, GB98, GF98, MM98	GB98	GB98, GF08, GF09

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: IX. CONSENT (H) Updated 1/11/16
AGENDA TITLE: Bid 2016-548 Lovers Lane Concrete Box Culvert

ACTION REQUESTED BY: Public Works Department, Finance Department
ACTION REQUESTED: Approval
SUMMARY BY: William Watson, Kathy Lamb

PROJECT DESCRIPTION / FACTS

- November 2015, the existing concrete box culvert (CBC) was found to have failed with sides beginning to collapse and ditch water leaking from the structure resulting in road damage. The City Engineer deemed the culvert unsafe to support traffic on the north side of Lover's Lane. The north side of Lover's Lane at this location has been closed since November 2015. Cause of the failure is not specifically known and may be a combination of factors (poor engineering, faulty installation, age, etc.).
- Initially the Public Works Department considered purchasing the precast concrete box culvert (CBC) and installing with city staff. Installation would require the rental of a crane estimated to be approximately \$35,000. Estimates received for the pre-cast concrete culvert box were \$83,000. Total estimates for precast CBC excluding City worker labor costs are \$118,000.
- The City Engineer designed the project in-house with help of the City Senior Engineering Design Technician. Governing specifications are from the New Mexico Dept of Transportation.
- The CBC must be installed by mid-April to allow the Lower Animas Ditch to open and transport irrigation water to customers including the City of Aztec. .
- City Public Works Department staff will replace the road after the CBC is installed.

PROCUREMENT / PURCHASING (if applicable)

- Bid 2016-548 was advertised in December 2015 and bids opened Monday, January 11, 2016. Four addendums were issued on the project due to the number of contractors reviewing project and their inquiries.
- Responsive bids were received from:
 - Carreon Construction \$213,780.00
 - Century Club \$129,000.00
 - Halo Services \$ 94,967.00
 - Hasse Contracting \$150,000.00
 - H.O. Construction \$ 84,000.00
 - KAVE Construction \$130,346.00
 - Kimo Constructors \$177,281.86
 - Meridian Contracting \$198,251.00
 - TRC Construction \$160,400.00

- One more bid was received but rejected due to incorrect licensing to perform work.
- Staff recommends award of the bid to H.O. Construction in the amount of \$84,000 plus gross receipts tax.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY16 Adopted Budget Municipal Road Fund includes sufficient funds for the award of this bid and necessary street repairs to be performed this spring.

SUPPORT DOCUMENTS: Bid 2016-548 Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve award of Bid 2016-548 to H.O. Construction, Inc. in the amount of \$84,000.00 plus gross receipts tax and authorizes the City Manager to execute the construction agreement



Bid Tabulation
Bid 2016-548
Lovers Lane Concrete Culvert Box
Opened January 11, 2016 3:30 PM
Award Recommendation: H.O. Construction Inc
Commission Meeting: Tuesday, January 12, 2016

ITEM	DESCRIPTION	UNIT	CARREON CONST	CENTURY CLUB	HALO SVCS	HASSE CONT	H.O CONST
			TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
1	Construct Concrete Box Culvert	LS	\$ 213,780.00	\$ 129,000.00	\$ 94,967.00	\$ 150,000.00	\$ 84,000.00
TOTAL BID			\$ 213,780.00	\$ 129,000.00	\$ 94,967.00	\$ 150,000.00	\$ 84,000.00
Total Bid Comparison Including 5% NM State Preference			\$ 203,091.00		verification	\$ 142,500.00	verification
Total Bid Comparison Including 10% (Maximum) Resident Veteran Preference				\$ 119,970.00			
Contractor License Type			GB98, GA0103	GB98, GF98, GA98	GB98, GF07, GF08	GA98, GF98, GF02, GS15	GA01, GA03, GB98, GS04

ITEM	DESCRIPTION	UNIT	KAVE CONST	KIMO CONST	MERIDIAN CONT	TRC CONST	TAMERREL EXC
			TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
1	Construct Concrete Box Culvert	LS	\$ 130,346.00	\$ 192,697.67	\$ 198,251.00	\$ 160,400.00	\$ 98,500.00
TOTAL BID			\$ 130,346.00	\$ 192,697.67	\$ 198,251.00	\$ 160,400.00	\$ 98,500.00
Total Bid Comparison Including 5% NM State Preference					\$ 188,338.45	\$ 152,380.00	
Total Bid Comparison Including 10% (Maximum) Resident Veteran Preference				\$ 177,281.86			
Contractor License Type			GF08, GF09, GS04, GS08	GB98, GF98, GA01, GA03, GA04, GA05	GA98, GB98, GF98, MM98	GB98, GF08, GF09	GS08 - incorrect licensing

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: IX. Consent Agenda (I)
AGENDA TITLE: LIHEAP- Memo of Understanding between City of Aztec and State of New Mexico Human Service Department

ACTION REQUESTED BY: Delain George
ACTION REQUESTED: Approve Memorandum of Understanding
SUMMARY BY: Delain George

PROJECT DESCRIPTION / FACTS

- § The federal government established the Low Income Home Energy Assistance Act in 1981.
- § April 2009, the Low Income Utility Assistance Act was expanded to include municipalities as being subject to the provisions of the Act.
- § Within the Act, it states: "Customers that receive LIHEAP assistance will not have their electric and/or their gas service disconnected for Non-payment from November 15 through March 15, provided they meet the qualifications". Customers must be current as of November 15, if the customer chooses not to make a payment for the 4 winter months (Dec-Mar) they cannot be disconnected for non-payment. After March 15, customers that qualified and did not make a payment they must be allowed to make a payment arrangement to payoff winter utility debt over the next 7 months, until the next heating season.
- § State of New Mexico, Human Services Department is the single State Agency in New Mexico that administers the Low Income Home Energy Assistance Program. (LIHEAP)
- § LIHEAP assists low income households to meet their residential heating and/or cooling cost.
- § The purpose of the Memo of Understanding is:
- To implement and update an ongoing information exchange/disclosure of protected information between the parties;
 - To accept payments from HSD on behalf of LIHEAP eligible clients.
 - Use the Secure Transport Server for verifying, reporting and submitting client information on a daily basis.
 - Maintain the Secure Transport Server security policies.

- Refer customers to LIHEAP and other local resources for additional assistance.
 - Comply with all federal and state rules and regulations governing LIHEAP.
 - Provide the HSD home energy consumption and expenditure data for LIHEAP household customers upon request.
 - Maintain accurate client information and provide a year-end report identifying all customers who received a LIHEAP benefit for the end to LIHEAP's fiscal year of September 30th of each year.
 - Maintain LIHEAP records for a minimum of seven (7) calendar years.
- The utility office has been following the scope of work for several years. 115 City of Aztec customers received assistance from the LIHEAP program during FY15.
 - We made payment arrangements with 3 customers to pay off winter utility bills over the 7 month period (April to October) before the next heating season began, as stated in the LIHEAP Act.
 - 10 customers that received LIHEAP assistance during FY15 were turned over to collections. 4 accounts had a balance over \$400 with a maximum of \$646. The average bill was \$320, with the lowest balance at \$141.
 - The attached Memorandum of Understanding (MOU) was received from the LIHEAP office on December 14, 2015. The email asks that 3 original MOU's be signed and returned to the LIHEAP Division.

PROCUREMENT / PURCHASING (if applicable)

None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)
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The utility customer applies for assistance through the LIHEAP program during the federal fiscal year. The program operates on a point system depending on income levels of each customer. The program is dependent on the level of funding from the federal and state government each year. A dollar value is given to each point. This federal fiscal year the value of a point is \$30. This is a \$5 increase from the previous year. We are seeing customers receive up to \$270 towards their electric bill. The customer is eligible to receive a one-time assistance during the federal fiscal year. The customer can choose to have the assistance applied to the electric bill or their gas bill.

The financial impact comes from the winter disconnect moratorium. Most customers will make good on their payment arrangements. However, we have a few customers that will move out after the winter, leaving a large bill with the City of Aztec, and if not collected, will become a write-off account to the City of Aztec, four years later.

SUPPORT DOCUMENTS: . Memorandum of Understanding between the State of New Mexico, Human Service Department and the City of Aztec.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Memorandum of Understanding between the State of New Mexico, Human Service Department and the City of Aztec.

NEW MEXICO LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
VENDOR MEMORANDUM OF UNDERSTANDING ("MOU")

This MOU is made and entered into by and between the State of New Mexico, Human Services Department, hereinafter referred to as the "HSD" and City of Aztec, hereinafter referred to as "Vendor" and collectively referred to as the "Parties".

WHEREAS

The federal government established the Low Income Home Energy Assistance (LIHEA) Act of 1981 by enacting 42 U.S.C. §8624 and subsequent amendments. In accordance with New Mexico State Statute, the HSD is the single state agency in New Mexico that administers LIHEAP; and

The Parties agree that the purpose of this MOU is to establish the Vendor as a designated authorized LIHEAP Vendor thereby allowing the Vendor to receive benefits on behalf of eligible household customers and authorizing the Vendor to perform services pursuant to LIHEAP.

THEREFORE IT IS AGREED THAT:

I. TERM OF AGREEMENT: This MOU becomes effective upon execution by the Parties and will be in effect until terminated in accordance with the termination provisions herein.

II. RESPONSIBILITIES OF VENDOR:

1. Establish the ability to accept payments from the HSD on behalf of eligible clients via Electronic Funds Transfer (EFT) to a bank account. Vendor shall not use LIHEAP funds for any purposes other than as described in this MOU.
2. Use the Secure Transport Server, as required by the HSD, to administer LIHEAP business, including but not limited to:
 - a) Provide home energy consumption and expenditure data.
 - b) Verify LIHEAP payments.
 - c) Submit corrections or rejections of LIHEAP payments.
 - d) Access pay files for those Vendors that receive LIHEAP payments via EFT.
3. Implement and maintain the Secure Transport Server security policies by:
 - a) Limiting access to authorized personnel only.
 - b) Ensuring that the provided ID and secure password are used.
 - c) Ensuring all contact information associated with each Vendor is current
 - d) Changing secure passwords immediately upon termination of authorized personnel.
4. Report all approvals and exceptions of customer accounts via the Secure Transport Server daily.
5. Review verification reports daily to either accept or reject LIHEAP payments. The Vendor will verify that the account number, name and address on the report match the Vendor's account information. Vendor shall correct such information, as necessary, and submit the corrected information via the Secure Transport Server.
6. Accept payments to the household's energy costs on behalf of eligible LIHEAP recipients for:

- a) Electricity or natural gas provided to the customer for home heating/cooling purposes, and/or
- b) Firewood obtained in compliance with NMSA 1978 Section 68-2-22, and provided to the customer for home heating purposes, and/or
- c) Coal, kerosene, fuel oil, LP gas or other approved fuels sold to the customer for home heating purposes, and/or
- d) Closed accounts, whenever possible, unless an agreement has been negotiated with the client regarding re-initiation of service, and/or
- e) A supplemental benefit issuance that is clearly allowed when an arrearage exists on the customer's account that can be applied to past due balances if they occurred within the same federal fiscal year during which benefits were paid.

7. Ensure that the account will be credited to the household for which the benefit is issued within five (5) business days of receipt of payment using the warrant for EFT date as the LIHEAP payment date.
8. Continue current service, reconnect service, and/or suspend an impending termination of utility service, as applicable, of a customer, within eight (8) hours of receiving confirmation of the benefit amount from the HSD. If the eligible LIHEAP customer's minimum payment required by the Vendor is greater than the eligible LIHEAP household customer's benefit amount, the Vendor shall provide an opportunity for the customer to negotiate payment of the remaining balance prior to initiating any collection process.
9. Refer the LIHEAP customer, when possible, to other local community resources for possible additional assistance.
10. Apply LIHEAP benefits issued on behalf of eligible LIHEAP households to those customers' accounts, and when a credit balance results on a particular account, ensure that the credit balance remains on the account until used by the customer.
11. Make available the heating/cooling source or allowable services to the eligible LIHEAP household customer within five (5) working days of receipt of the HSD benefits being issued on behalf of eligible LIHEAP households.
12. Ensure that eligible LIHEAP household customers are not treated differently than other customer households. The Vendor shall not charge higher prices for goods or services provided to eligible LIHEAP household customers under this MOU, impose additional charges or surcharges which result from processing benefits received on behalf of eligible LIHEAP household customers or delays resulting thereof, or establish more difficult or complicated billing or payment procedures for LIHEAP household customers than are applied to households not receiving a LIHEAP benefit. The Vendor shall only charge the LIHEAP eligible household customer, in the normal billing process, the difference between the actual cost of the home energy and related services and the amount of benefit issued on behalf of eligible LIHEAP household customers. In the event that the HSD determines that unallowable charges have been made, the Vendor will reimburse each customer subjected to such additional charges the full amount of the unallowable charges.
13. Collaborate with HSD to ensure LIHEAP payments are appropriately applied to accounts and used for LIHEAP services as designated by HSD and notify the HSD if a LIHEAP eligible household customer appears to be receiving multiple benefits. Vendor shall notify HSD when the Vendor is aware of any potentially fraudulent activity.
14. Refer customers who make requests for LIHEAP refunds or transfers of a benefit issued on behalf of an eligible LIHEAP household, to the HSD for assistance.
15. Collaborate with HSD to ensure continuation or reconnection of service to households determined eligible for LIHEAP Crisis and Life-threatening benefits, in a timely manner.

16. Make reimbursement to the HSD for benefits that cannot be credited to or are not used by the applicable LIHEAP eligible household customer within ten (10) business days. However, the Vendor shall not be required to make reimbursement to the HSD for any benefits issued to a LIHEAP household customer's account where the head of household has died, and for which payment is due for energy consumed prior to the death of that head of household.
17. Make reimbursement to the HSD within ten (10) business days upon notification from the HSD of benefits issued in error on behalf of an eligible client.
18. Transfer a benefit to another LIHEAP account that is managed by the Vendor, within five (5) days of notification by the HSD, within the federal fiscal year in which those benefits were issued, that it has determined that a benefit was sent to the Vendor in error or applied in error to an incorrect account.
19. Make no attempt to recover the value of funds for which the Vendor is not able to obtain reimbursement due to the Vendor's actions or omissions, from the LIHEAP eligible household customer.
20. Not charge the HSD interest or service charges with respect to LIHEAP benefits issued on behalf of eligible LIHEAP household customers.
21. Comply with all federal and state rules and regulations governing LIHEAP, including but not limited to the New Mexico Administrative Code and the LIHEA Act of 1981, as well as any and all amendments thereto.
22. Regulated electric and natural gas vendors will carry out the relevant provisions of the New Mexico Regulation Commission (NMPRC) Rule 410 NMAC, as well as any other applicable regulations and/or statutes, as amended from time to time, regarding the conditions under which service may or may not be terminated for non-payment of bills. Propane (liquefied gas or LP gas) Vendors will carry out the relevant provisions of NMPRC 17.10.2 NMAC, as well as any other applicable regulations and/or statutes, as amended from time to time. Under certain conditions, LIHEAP eligible household customers that are considered delinquent under the terms of the rules and regulations may be given the opportunity to make an agreement with the Vendor for payment of past due amounts in installments.
23. Comply with those provisions of the county, city, village or town rules, statutes, or regulations setting forth the conditions under which service may or may not be terminated for non-payment of bills, in the case of unregulated electric and natural gas Vendors. In carrying out the relevant provisions of applicable regulations, LIHEAP eligible household customers should be given an opportunity to make an agreement with the Vendor for payment in installments of past due amounts or any balance due which exceeds the amount of benefit issued on behalf of eligible LIHEAP household customers by the HSD.
24. Comply with modifications or amendments to the HSD rules, policies, procedures and forms as may periodically be issued by the HSD. If unable to comply, Vendor shall provide a 30-day notice to the HSD of intent to terminate this MOU.
25. Comply, and assume responsibility for compliance by, its employees and its subcontractors, with all federal and state rules and regulations governing Personally Identifiable Information (PII). It is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. §552a, specifically 5 U.S.C. §552a(i)(1), providing that any officer or employee of a Vendor, who by virtue of his/her employment or official position, has possession of or access to the HSD records which contain PII, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it,

shall be guilty of a misdemeanor and fined not more than \$5,000. HSD shall have the right to terminate this MOU if the Vendor fails to comply with all such requirements.

a) "PII" is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify, contact, or locate a single person, or to identify an individual in context.

26. Agrees that any PII made available pursuant to this MOU shall be used only for the purpose of carrying out the provisions of this MOU.

27. Agrees that all PII will be accounted for upon receipt and properly stored before, during and after processing, and all related output will be given the same level of protection as required for the source material.

28. Certifies that upon termination of this MOU, the data processed during the performance of this MOU will be completely purged from all data storage components of his or her computer facility, unless otherwise agreed by HSD.

29. Report all incidents resulting in the wrongful disclosure of PII to HSD promptly upon their discovery, but no later than one (1) Business Day after such determination of such disclosure has been made. At the Vendor's expense, the Vendor shall notify all individuals potentially affected by such disclosure. The Vendor shall implement an agreed upon corrective action plan to provide any necessary safeguards to prevent any future security or privacy threats at the Vendor's expense.

30. Comply with the Federal Information Security Management Act of 2002 (FISMA) and the New Mexico Administrative Code (NMAC) 1.12.20, "INFORMATION SECURITY OPERATION MANAGEMENT", as it applies to all data provided by the State under this agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Vendor or the HSD, in performing the duties under this agreement. In the administration of this program, the Vendor and the HSD have access to a protected data base containing private information on individuals protected under FISMA.

31. Agrees that all client files created or used to provide services under this contract are at all times the property of HSD and upon HSD's request, all such client files shall be returned to the HSD no later than the final agreed upon termination date of this MOU.

32. Comply, and ensure that all of its employees, subcontractors, consultants, and agents performing services under this MOU comply, with the Federal Information Security Management Act of 2002, as amended and 1.12.20 NMAC, as amended (The "Information Security Operation Management" provision).

33. Work with the HSD when information is requested, and/or mandated, by the U.S. Department of Health and Human Services or when HSD reasonably requests information related to performance of this MOU.

34. Maintain accurate client consumption and expenditure information. Provide the HSD home energy consumption and expenditure data for LIHEAP household customers' residences for the past twelve (12) months, or less if the LIHEAP household customer has not lived in the residence for twelve (12) months. Vendor shall provide this data within five (5) business days of a request by HSD. Vendor shall submit such data to HSD through the Secure Transport Server in a mutually agreed upon format quarterly (by January 15th, April 15th, July 15th and October 15th).

35. Maintain accurate client information and provide a year-end report identifying all customers who received a LIHEAP benefit for the end of LIHEAP's fiscal year of September 30th of each year to the HSD in a mutually agreed upon format, by November 1st of each year.

36. To the extent that it is required under federal or New Mexico law, and upon reasonable written notice, to allow federal, state or outside auditors and/or investigators access to such records as the Vendor may have and that the HSD determines are reasonably needed to monitor and review the Vendor's compliance with the conditions and provisions of this MOU, and to cooperate in the conducting of such audit or investigation. Notwithstanding the above, in no event shall the Vendor be required to provide access to proprietary or critical energy infrastructure information, or to non-public information for customers not enrolled in the LIHEAP program.
37. Maintain those records determined by the Vendor to be related to LIHEAP for a minimum of seven (7) calendar years or until audit issues are resolved, whichever is later, if in such case, Vendor is provided with reasonable notice that certain records will need to be retained beyond the seven (7) year period to facilitate full resolution of audit issues.
38. Upon reasonable written notice from the HSD, and subject to the record-retention provisions appearing in Paragraph 37 of this MOU, to cooperate in good faith with the HSD to the best of the Vendor's ability when information is requested and/or mandated by the United States Department of Health and Human Services.
39. Agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such state laws, rules and regulations, and executive orders, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, citizenship, political affiliation or belief, sex, sexual orientation, gender identity, spousal affiliation, age or disability, be excluded from participation in, denied the benefits of, be subjected to discrimination under, or denied employment in, the administration of or in connection with any program or activity performed under this MOU. If the Vendor is found to not be in compliance with this requirement during the term of this MOU, the Vendor agrees to take appropriate steps to correct the deficiency.
40. Accepts responsibility for compliance with applicable laws, regulations, and administrative rules that govern the Vendor's performance of this MOU, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

III. RESPONSIBILITIES OF HSD:

1. Determine applicant eligibility.
2. Establish the Vendor as a designated authorized Vendor working with the HSD LIHEAP department.
3. Utilize HSD's Secure Transport Server to issue a LIHEAP Verification Report informing the Vendor of approved clients for LIHEAP payment to be issued on their behalf for their heating and cooling costs.
4. Provide the Vendor with information about the Secure Transport Server, allowing them access to eligibility and benefit data as necessary for the performance of this MOU. HSD will also provide necessary and/or ongoing training with regard to the Secure Transport Server and will assist Vendor with password resets and system issues.
5. Ensure payments on behalf of eligible LIHEAP household customers to the Vendor in the form of a HSD Warrant issuance or through Electronic Fund Transfer.
6. Commit to pay LIHEAP benefits through telephone, fax or electronic communication for Crisis or Life-threatening heating and cooling payments.
7. Maintain recipient written authorizations for exchange of private data between the HSD and the Vendor.

8. Provide reasonable advance written notice of a planned audit of the Vendor's records and a listing of those records required for review during the audit.
 9. Notify the Vendor once an over issuance has been identified when the HSD has determined that excess or erroneous benefits have been issued for which the department is requesting reimbursement, refund, or transfer from the Vendor.
 10. Use the client energy usage and expenditure data supplied by the Vendor for purposes related to client referrals, LIHEAP program research and evaluation, and meeting state and federal reporting requirements. This may include sharing client data with staff from LIHEAP sub grantees, client service delivery staff from other related local and state agencies (e.g., WAP program), and third-party contractors who may conduct analysis of the data on behalf of the state of New Mexico.
- IV. **COMPENSATION:** This is a mutually beneficial, reciprocal agreement between the Parties, incurring similar expense. Any costs involved will be borne by each party incurring the expense. While Federal LIHEAP transfers will be sent to the Vendor for qualifying credits under this MOU, no departmental funds shall be exchanged through this MOU.
- V. **TERMINATION:** Either party to this MOU may terminate it at any time, with or without cause, upon written notice delivered to the other party not less than thirty (30) days prior to the intended termination date. The notice of termination shall specifically identify the effective date of termination. Notwithstanding the above, any abuse of the data received from either party by the other including, but not limited to, its unauthorized use or unauthorized disclosure or unsecured storage shall constitute a default under this MOU on the part of the party misusing the information. Any failure by either party to comply with any term of this MOU shall constitute a default, thus resulting in an immediate termination of this MOU.
- VI. **LIABILITY:** This MOU shall be binding on the Parties, their agents and subcontractors, and the provisions hereof shall be included in any subcontract executed by them. Each party is solely liable for fiscal or other sanctions, penalties, or fines resulting from noncompliance, violation or alleged violation of its responsibilities under this MOU. Each party shall be solely liable for its own acts or failure to act in accordance with this MOU, and shall be solely responsible for the actions of its own officers, agents and employees. The liability of the HSD is further limited by the New Mexico Tort Claims Act.
- VII. **AMENDMENT AND CHANGE OF LAW:** This MOU shall not be amended other than by an instrument in writing executed by the Parties hereto, to accommodate changes in state or federal law. Upon enactment of a change in the law affecting either party's performance under this MOU, this MOU shall be deemed automatically modified to give effect to the change in law insofar as practicable. If, however, within 30 days after the effective date of the change in law, a party notifies the other that it objects to such automatic amendment, this MOU shall not be deemed automatically amended, and the Parties shall negotiate the effect the change in law will have on the continuation of this MOU. The notice of objection shall set forth the reasons the party believes the automatic amendment should not take place.
- VIII. **GOVERNING LAW:** The laws of the State of New Mexico will govern any disputes arising from this MOU.
- IX. **SOLE AGREEMENT:** This MOU supersedes all previous offers, negotiations and agreements or understandings between the two parties as to the subject matter of this MOU.
- X. **SEVERABILITY:** If any provision of this MOU shall be held void or invalid, the remaining provisions shall nevertheless be valid, effective, and binding, and it is the intention of the Parties hereto that each provision of this MOU is being stipulated separately in the event one or more of such provisions should be held void or invalid.

XI. CONTACT INFORMATION:

Delain George
 City of Aztec
 201 W. Chaco, Aztec, NM 87410
 Phone Number: 505-334-7673
 dgeorge@aztecnm.gov

Vivian Ulibarri, LIHEAP Program Manager
 LIHEAP Department
 NM Human Services Department/Income Support Division
 PO Box 2348
 Santa Fe, NM 87505-2348
 Phone: 505-827-7258
 Fax: 505-827-7259
VivianD.Ulibarri@state.nm.us

XII. SIGNATURES:

City of Aztec:			
Authorized Vendor Representative:			
_____	_____	_____	_____
Print Name	Title	Signature	Date
HUMAN SERVICES DEPARTMENT:			
HSD Cabinet Secretary:			
_____	_____	_____	_____
Print Name	Title	Signature	Date
HSD Office General Counsel (Approved As To Form And Legal Sufficiency By):			
_____	_____	_____	_____
Print Name	Title	Signature	Date

1. If Vendor is other than a natural person, the individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor and that no further action, resolution, or approval from Vendor is necessary to enter into a binding agreement.
2. The Vendor, by signing the signature page of this MOU, certifies that the Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation, under federal assistance programs.

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: XII. BUSINESS (A)
AGENDA TITLE: Community Funding Request for Steamers and Dreamers

ACTION REQUESTED BY: Aztec Senior Community Center
ACTION REQUESTED: Approval for Request for Community Funding Request for Steamers and Dreamers
SUMMARY BY: Cindy Iacovetto / Aztec Senior Citizens Inc.

PROJECT DESCRIPTION / FACTS

Steamers and Dreamers a futuristic pastime is Aztec's first Steampunk Convention introduced as an instrument of uniting the community in a fun unique way. Steamers and Dreamers is also an instrument to raise monies to go toward the support of an even bigger event. "Creative Communities Company" is a group of citizens (all of the citizens of the community) encouraging opportunities for expression of one's creative self through the assembly of community in captivating fun. In short, this program is in support of the City's Clean and Strong efforts. It is designed to encourage all walks of life to participate in a journey of good neighbors, good friends, good manners, good times, while learning and experiencing better ways to become a community of support for one another.

It is anticipated that this event will also generate GRT for the City (e.g., motels, restaurants, fuel sales, and sales of special items that would otherwise be discarded). Unneeded plumbing, electrical, and electronic pieces, just to mention a few, now become marketable items. As the City is introduced to Steampunk, and it's gears begin to turn, it's marketing imagination becomes limitless. Hopefully there will be a Steampunk corner in every business, featuring these items for sale.

Since this is a start up community event, a request for start up funds is being asked. Below is an estimate cost for funds needed for the start up of this event. If successful, it is anticipated that this event may be offered annually or biannually.

Start-Up Cost Estimates

Item	Cost
Dance Band	\$ 500
2 nd Band	\$ 100
3 rd Band	\$ 100
Security 10 hrs	\$ 800
Sign Permit (through Community Development)	\$ 35
Printing (promotional materials)	\$ 100
Decorations	\$ 500
Cleaning	\$ 100

Staffing	\$ 200
Web Site (annual hosting of www.steamersanddreamers.com)	\$ 60
SubTotal	\$ 2,495
Advertising (potentially through Lodgers' Tax)	\$ 2,500
Grand Total	\$ 4,995

Steamers and Dreamers is asking the Commission to contribute up to \$4,995 through their discretionary funding for community events. The Commission has the option to contribute whatever amount they deem acceptable.

PROCUREMENT / PURCHASING (if applicable)

N/A

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

FY16 Annual Adopted Budget includes funding for Community Support which is appropriated by the City Commission.

Available funds: \$9,025

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Request for Community Funding Request for Steamers and Dreamers for the Amount of \$4,995 (*or any amount that Commission determines acceptable*).

Staff Summary Report

MEETING DATE:	January 12, 2016
AGENDA ITEM:	XII. BUSINESS (B) UPDATED
AGENDA TITLE:	RFP 2016-536 Blanco Arroyo Drainage Study Agreement

ACTION REQUESTED BY:	Public Works Department, Finance Department
ACTION REQUESTED:	Approval
SUMMARY BY:	Bill Watson, Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The floods of 2013 and 2015 have made clear the need to make improvements to the Blanco Arroyo to protect life and property in the City of Aztec. Over \$1 million in damages were realized from the 2015 flood alone including devastating flooding of Aztec's main street in downtown Aztec. City crews are still trying to recover from the event.
- The City held Public Meetings involving many community leaders and the public shortly after the flood of August 2015 that identified the need for action to mitigate the flooding issues in an effort to prevent future flooding events.
- In September 2015, a Request for Proposals (RFP) was published for a detailed floodplain analysis and improvement alternatives on the Blanco Arroyo. The RFP identified tasks to be completed and qualifications criteria for the successful firm including detailed hydraulic/hydrological studies, field reviews and 30% conceptual engineering that will identify needed improvements along the Blanco Arroyo. The study will identify problem areas and right-of-way restrictions due to private properties and buildings.

PROCUREMENT / PURCHASING (if applicable)

- The RFP was issued in September 2015. Proposals were due to the City in October. A panel of five staff members independently evaluated the five proposals received.
- AECOM, Albuquerque, NM, was ranked the highest and negotiations began in November.
- Negotiations were completed January 6, 2016 resulting in the attached cost proposal of \$107,524, not including gross receipts tax.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY16 Adopted Annual Budget, General Fund, does not include sufficient funds for this study. A review of the budget has determined sufficient funds exist in the Municipal Road Fund (justification for use is the impact of waters from the Blanco Arroyo on city streets). However, the use of these funds will reduce the amount of funds available for street improvement projects (no specific project is impacted at this time).
 - Municipal Road Fund Amount available: \$500,000
 - Proposal with gross receipts tax: **\$115,253**

SUPPORT DOCUMENTS:

- RFP 2016-536 Evaluation Scoring
- AECOM Proposal

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the proposal and empower the CM to execute the Agreement with AECOM for the referenced study.



City of Aztec
RFP 2016-536
Blanco Arroyo Drainage Study & Improvements Alternatives

Evaluation Criteria>

Evaluator # >	Completeness, originality & creativity of Proposal					Specialized Design and Technical Competence					Team Experience					Familiarity with FEMA Processes and Requirements					Past Record of Performance on Government or Private Sector Projects					Past Performance for City of Aztec				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
AECOM	8	8	10	10	10	23	20	25	25	25	12	12	15	14	14	22	20	25	25	25	8	7	10	8	9	0	3	2	5	4
JE FULLER	9	9	9	10	6	23	23	25	25	10	14	14	15	15	4	24	23	25	25	18	9	9	10	8	5	0	0	0	5	0
LARKIN GROUP	8	8	10	10	4	21	20	25	24	10	12	12	15	15	6	22	20	25	24	12	8	7	10	10	2	3	3	5	5	0
SOUDER MILLER & ASSOC	8	9	10	10	5	21	19	25	24	15	13	12	15	15	10	22	20	25	25	15	7	7	10	10	6	3	4	5	5	3
WILSON & CO	9	10	10	10	8	22	22	25	23	21	12	13	15	15	12	22	23	25	25	20	8	7	10	10	7	3	3	5	5	4
	(Max Points: 10)					(Max Points: 25)					(Max Points: 15)					(Max Points: 25)					(Max Points: 10)					(Max Points: 5)				
Evaluator # >	New Mexico Business					Volume of Work					Residential Preference					Score Totals From Each Evaluator					Proposal Evaluation Average Score									
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	90.20	1								
AECOM	5	4	4	5	4	0	0	0	0	0	5	5	5	5	5	83	79	96	97	96	80.20	1								
JE FULLER	3	4	3	5	3	0	0	0	0	0	2.5	2.5	2.5	2.5	2.5	84.5	84.5	89.5	95.5	48.5	80.50	4								
LARKIN GROUP	5	5	2	5	5	0	0	0	0	0	4.75	4.75	4.75	4.75	4.75	83.75	79.75	96.75	97.75	43.75	80.35	5								
SOUDER MILLER & ASSOC	5	5	3	5	3	0	0	0	0	0	5	5	5	5	5	84	81	98	99	62	84.80	3								
WILSON & CO	5	5	4	5	5	-3	-3	-3	-3	-3	4.5	4.5	4.5	4.5	4.5	82.5	84.5	95.5	94.5	78.5	87.10	2								
	(Max Points: 5)					(Max Points: -5)					(Max Points: 10)					(Max Points: 100)														

January 7, 2016

Mr. William Watson
City Engineer
Public Works Director
City of Aztec
610 Western Dr.
Aztec, NM 87410

**Re: Blanco Arroyo
Flood Hazard Assessment and Recommended Mitigation Alternatives**

Dear Mr. Watson:

AECOM Technical Services (AECOM) is pleased to have this opportunity to offer our professional engineering consulting services to the City of Aztec, New Mexico (Client). The detailed scope and fee presented herein has been prepared as a result the City of Aztec's award and selection of AECOM's proposal response to recent solicitation (RFP 2016-536).

SCOPE OF WORK

AECOM proposes the scope of work to be divided into the tasks, identified below.

- Task 1: Data Collection
- Task 2: Hydrology and Hydraulics
- Task 3: Floodplain Delineation
- Task 4: Alternatives Analysis
- Task 5: Public Outreach
- Task 6: Client Coordination

The scope of work for each task is provided as follows.

Task 1: Data Collection

AECOM will coordinate with the City of Aztec (City) to obtain supporting documentation for ongoing culvert retrofits, and information on past maintenance activities (e.g., volumes of sediment removed from roadways). AECOM will also coordinate with key City Operation and Maintenance staff to collect anecdotal data on past clean-up efforts, identification of high water marks, areas of repetitive loss, and damage such as roads, homes, and utilities that are subject to flooding.

AECOM will collect input from community stakeholders in an effort to facilitate validation of hydrology/hydraulic modeling results. This effort will include preparation of a questionnaire for distribution to/collection from stakeholders at a public meeting to be held within the Study Area. The results of the questionnaire will be used to assist with categorization of low-priority to high-priority impacts.

AECOM will review the LiDAR topography provided by the City and inform them of any inadequate coverage if noted. Hydrology and hydraulic analyses will be based on the LiDAR topography provided by the City. Topographic data from San Juan County may be used to supplement the City's data outside of the corporate limits. Supplemental field survey data is not anticipated and will not be provided as part of this scope of services.

AECOM will conduct a field reconnaissance effort to document the hydrologic and hydraulic conditions within the Blanco Arroyo and contributing watershed. Field reconnaissance will be used to characterize modeling data such as roughness coefficients, channel constrictions, and other features that would impact conveyance or infiltration.

AECOM's data collection effort will include collection of effective FEMA Flood Insurance Study (FIS) information including the supporting documentation for the Blanco Arroyo effective floodplain.

AECOM will collect supporting data for development of a hydrologic model, including available soils and land use data for characterization of the watershed, and multi-frequency precipitation depth, duration, and frequency data. AECOM will analyze the 2-, 10-, 25-, 50-, and 100-year storm events for either a 6-hour or a 24-hour duration depending on which is determined to yield higher magnitude peak discharges.

AECOM assumes that the City will provide property boundary and drainage easement data for those properties that extend along and into the Blanco Arroyo, and for the existing storm water storage basins within the watershed. This data will be used to identify those properties that impede maintenance and access to the Arroyo. AECOM assumes that the City will provide utility data for any City provided utility service (e.g., water and sanitary sewer data). AECOM will request documentation for dry utilities from providers identified to be within the immediate vicinity of the drainage mitigation improvements developed as part of this scope of services. AECOM assumes that all collected utility data will be approximate in nature. Future horizontal and vertical utility location efforts (excluded from this scope of work) will be required prior to preparation of any final design construction documentation.

The information gathered during the data collection and field reconnaissance efforts will be incorporated as an appendix in the *Blanco Arroyo Master Drainage Report*.

Assumptions

AECOM assumes the following in executing this scope of work:

- Supplemental field survey data is excluded from this scope of work.
- Field reconnaissance will be conducted jointly with the Kokopelli Subdivision and Hampton Arroyo Projects.
- The City of Aztec will provide documentation for existing storm drains and storage basins within the study area.
- The City of Aztec will provide property boundary and drainage easement data for properties located along and adjacent to the Arroyo.
- The City of Aztec will provide water, sewer, storm drain, and electrical utility information, exclusive of as built data.
- Utility data will be approximate in nature. Future horizontal and vertical utility location (excluded from this scope of work) data will be required prior to any drainage mitigation improvement final construction plans.
- Travel costs for field reconnaissance for the Hampton Arroyo and Kokopelli Subdivision have been included in the fee estimate for the Blanco Arroyo Project.
- The kick-off meeting will be held at City of Aztec facilities and will be jointly held with the Hampton Arroyo and Kokopelli Subdivision kick-off meetings.

Task 2: Hydrologic and Hydraulic Analyses

AECOM will develop both hydrologic and hydraulic analyses for the study area for existing conditions as well as in support of recommended engineering solutions.

AECOM will develop a detailed 1D hydrologic model based on the USACE's HEC-HMS computer program for the Blanco Arroyo watershed that conforms to FEMA requirements (as applicable) for calculating peak discharges. The New Mexico Department of Transportation (NMDOT) requirements for hydrology will be used since the City or San Juan County does not prescribe modeling procedures or requirements. AECOM will utilize the City provided LiDAR topography to delineate the Blanco Arroyo watershed, with subdivision into a series of drainage sub-basins at key analysis points along the watercourse. Analysis points include roadway and canal crossings of the Arroyo, adjacent to Aztec High School, and at Main Street near the Aztec Museum.

AECOM will use the USACE HEC-Geo HMS automated GIS tool to automate development of the HEC-HMS hydrologic model. Multi-frequency peak discharges will be developed for the 2-, 10-, 25-, 50-, and 100-year storm events for either a 6-hour or a 24-hour duration depending on which is determined to yield higher magnitude peak discharges. Rainfall values for the storm events mentioned will be obtained from the National Oceanic and Atmospheric Administration's (NOAA) online resource and incorporated into a synthetic rainfall distribution. Soil infiltration losses will be based on the U.S. Natural Resources Conservation Service curve number methodology with supporting soils data obtained from NRCS' online

web soil survey tool. AECOM will develop a land use cover map of the Study Area based on field reconnaissance, review of aerial photography, and land use plan information to be provided by the City of Aztec.

Existing storm water storage basins with a footprint area in excess of 0.5 acres identified within the watershed will be incorporated into the hydrologic model by development of stage-storage-discharge curves from the provided LiDAR topographic data. Other existing infrastructure such as storm drains, ditches, and major obstructions that would impact peak discharge estimates will be incorporated into the existing condition hydrology model. The City has indicated that storm drains within the watershed are generally smaller than 36-inches in diameter and will therefore be ignored for existing condition hydrologic modeling purposes. Characteristics for culverts, storm drains, or other drainage facilities with dimensions in excess of 36-inches encountered in the field will be approximated with a tape measurement of diameter/length and inverts from the LiDAR topography.

Storm drains in excess of 36-inches in diameter may be identified for mitigation alternative purposes. The resulting existing condition peak discharges will be incorporated into a watershed schematic for incorporation into the Master Drainage Report deliverable.

AECOM will prepare a hydrologic analysis to estimate the magnitude of the August 2015 storm event in comparison to the previously determined 25- and 100-year storm events. AECOM will utilize available high water marks and precipitation data for the August 2015 storm event to estimate the flood frequency. The flood frequency of the event will be determined using the simulated rainfall runoff modeling developed as part of Task 2.

The peak discharges yielded by the hydrologic analysis will be used to estimate water surface elevation profiles and floodplain delineations for the Blanco Arroyo from the Animas River to Pollard Avenue. AECOM will use the USACE's HEC-GeoRAS automated GIS tool coupled with the LiDAR topographic data to develop detailed 1D HEC-RAS models for the Blanco Arroyo. Existing features that would impact the water surface elevations in the Arroyo include culverts/bridges, obstructions, and lateral diversions will be incorporated into the HEC-RAS model.

In addition to the 1D HEC-HMS and RAS analyses, AECOM will use GIS-based automated methodologies to develop a grid-based 2D Hydraulic model using the FLO-2D program for both current land use conditions and current land use conditions with implementation of conceptual flood mitigation improvements. Conceptual flood mitigation alternative components will be incorporated into a FLO-2D model by modification of grid element elevations, roughness coefficients, and area reduction factor coding. The 2D model will provide results to compare to the 1D analysis and allow AECOM to simulate surface storm water diversions and related flooding impacts.

AECOM will utilize the provided LiDAR topography to develop a digital elevation model of the study area. AECOM will utilize planimetric data to be provided by the City of Aztec to characterize the existing buildings and associated blockages within the watershed. The soil infiltration parameters and rainfall data obtained for use with 1D analysis will be used for the purposes of the FLO-2D analysis. The FLO-2D model results will be represented by grid-based representation of maximum flow depths and velocities along the Blanco Arroyo.

The FLO-2D analysis will supplement the 1D analysis in areas where storm drain inlets remove storm flows from the surface and will provide validation for the 1D analysis and assist with identifying and ranking problematic drainage areas during development of the recommended flood mitigation alternative.

The results of the hydrologic and hydraulic analyses will be incorporated into the Master Drainage Plan Deliverable.

Task 3: Floodplain Delineation

AECOM will use results of the 1D HEC-RAS model to delineate associated floodplains for the 25- and 100-year storm events modeled with the HEC-GeoRAS automated floodplain delineation feature. The delineations will be provided to the City of Aztec for use in planning efforts within the Arroyo and to identify impacted properties within the Arroyo. Application to and coordination with FEMA for a mapping revision is specifically excluded from this scope of services.

Preparation of the 1D HEC-RAS models and delineations will be used to analyze components of the recommended flood mitigation alternative located specifically in the Blanco Arroyo. The 25-year and 100-year delineations will be used for comparison purposes in support of the recommended flood mitigation alternative. The 100-year floodplain delineation will be superimposed on the effective approximate (Zone A) 100-year floodplain for comparison purposes.

The floodplain delineations will be incorporated into the *Blanco Arroyo Master Drainage Report*.

Task 4: Alternatives Analysis

In coordination with the City, AECOM will use the results of the data collection effort and the analyses developed in Tasks 1, 2, and 3 to identify and prioritize problematic areas along the Arroyo and identify schematic mitigation solutions to flood risks. AECOM will develop up to three qualitative and schematic flood mitigation concepts for a 25-year flood event.

AECOM will include qualitative storage and hydraulic conveyance capacity considerations when screening the schematic flood mitigation concepts. These schematic flood mitigation concepts will include approximate hydraulic calculations and order of magnitude costs. No detailed quantitative hydrologic and hydraulic analysis, cost, or design will be prepared as part of schematic flood mitigation concepts. Approximate hydrologic and hydraulic methods will be used to evaluate the schematic flood mitigation concepts. More detailed analysis will be included as part of the recommended flood mitigation alternative.

Schematic flood mitigation concepts are expected to include:

- In-line or off-line detention and land acquisition
- Channelization and land acquisition
- Storm drain and land acquisition

AECOM will conduct a small group brainstorming session with City of Aztec personnel and select attendees to discuss the identified schematic flood mitigation concepts. The session will be used to identify a comprehensive recommended flood mitigation alternative for further analysis and presentation to the public. AECOM is of the opinion that the recommended flood mitigation alternative will consist of a series of components, each associated with a specific problematic drainage area within the Blanco Arroyo. The recommended flood mitigation alternative components will be modeled with FLO-2D to estimate impact to hydraulic conveyance characteristics within the current land use conditions. Flood mitigation alternative components identified within the Blanco Arroyo channel corridor will be characterized in a proposed condition 1D HEC-RAS Model for the Blanco Arroyo for water surface elevation comparison to the current land use condition floodplain elevations developed as part of Task 3.

The results of the recommended flood mitigation alternative hydraulic analysis will be mapped to show the reduction in grid based flow depths and velocities within the Blanco Arroyo Study Area. A recommended flood mitigation alternative map that includes plan view layout and typical cross-sections will be developed for the recommended flood mitigation alternative components. FLO-2D analysis results associated with the recommended alternative will be mapped with grid based flow depths and velocities to show the impacts on properties along the Arroyo.

The floodplains will be re-delineated with the recommended flood mitigation alternative components in place to determine the properties (or portions thereof) removed from the 100-year floodplain. The results of the data collection effort, H&H analyses, and alternatives analysis will be incorporated into the Master Drainage Report deliverable.

AECOM will develop conceptual 30% level flood mitigation drawings consisting of a cover sheet, two (2) plan view sheets (1"=50'), one (1) cross-section sheet, one (1) detail sheet, and one (1) profile sheet. The conceptual flood mitigation drawings will include a preliminary opinion of probable quantities and cost. A recommended phasing or sequence of mitigation solution implementation will be included. AECOM understands that USACE has jurisdiction in the Blanco Arroyo. AECOM will identify potential USACE permitting and coordination issues for the recommended flood mitigation alternative. The identified permitting and coordination issues may be considered as part of the future development of construction documentation for flood mitigation alternatives under a separate scope of services. USACE Section 404 mitigation permitting and coordination effort is not included as part of this scope of services. Furthermore, preparation of construction documentation or permitting is specifically excluded from this scope of work.

Assumptions

AECOM assumes the following in executing this scope of work:

- Preparation of any FEMA related documents such as applications for Letters of Map Revision, Floodplain Use Permits, Elevation Certificates, etc. to formally remove any part of the Site from or work within a floodplain are not included in the scope of work.
- USACE Section 404 permitting and coordination effort are not included as part of this scope of services.
- Preparation of construction documentation is specifically excluded from this scope of work.
- Construction specifications will not be included in this scope of work.

Task 5: Public Outreach

AECOM will perform public outreach during the course of the project. AECOM assumes that two (2) public outreach meetings will be required for this project. The first meeting will be conducted subsequent to the Floodplain Delineation Task, and will present the results of the detailed modeling, floodplain delineation, and schematic flood mitigation solutions. The second meeting will be conducted after completion of the recommended flood mitigation alternative analysis and will consider public input gathered previously. Both meetings will serve to inform local residents and business owners of the recommended flood mitigation alternative development and analysis, preliminary opinion of probable cost, and the master drainage report. The public outreach meetings will be also be used to solicit input and feedback, and gain or gauge public acceptance.

AECOM will use an open house format for the outreach meetings. Comment collection surveys will be used to obtain written comments. The meetings will be planned and attended

by a maximum of three (3) AECOM staff members who will manage data dissemination and collection for planning review.

Task 6: Client Coordination

AECOM will coordinate with the City of Aztec during the course of the project. Coordination will include project management activities for invoicing, progress reporting and scheduling. One (1) AECOM staff member will attend up to two (2) meetings with the Client at City of Aztec facilities to review hydrologic/hydraulic analyses, flood mitigation analysis and schematic flood mitigation solutions, and the recommended flood mitigation alternative.

DELIVERABLES

Project deliverables are assumed to include the *Blanco Arroyo Master Drainage Report*, the schematic flood mitigation concepts, and the conceptual flood mitigation drawings associated with the recommended flood mitigation alternative. AECOM will submit project deliverables in hardcopy and portable document format (pdf). Hard copies of the conceptual flood mitigation drawings will be provided in both 24” x 36” and half-size 11” x 17” format. Digital copies of hydrologic/hydraulic models and GIS data will be included on a DVD. In addition, AECOM will submit FLO-2D, HEC-HMS, HEC-RAS input and output files and CAD base files in AutoCAD Civil 3D 2014 format.

COST ESTIMATE

The table below presents a breakdown of anticipated costs for the scope of work described in this proposal. AECOM proposes to perform the work described for Tasks 1 thru 6 as a time and materials fee not to exceed basis. AECOM will maintain open and effective communications with the City of Aztec during the course of the project to address any changes in the scope of work. AECOM will not perform any out of scope tasks without written approval from the City of Aztec.

Task	Subtotal
Task 1: Data Collection	\$9,257
Task 2: Hydrologic and Hydraulic Analyses	\$33,095
Task 3: Floodplain Delineation	\$4,384
Task 4: Alternatives Analysis	\$36,630
Task 5: Public Outreach	\$8,041
Task 6: Client Coordination	\$9,822
Other Direct Costs	\$6,295
TOTAL	\$107,524*

*Exclusive of New Mexico Gross Receipts Tax

The costs shown in this table exclude New Mexico Gross Receipts Tax (NMGRT). At the direction of the City, AECOM will perform one of the two following invoicing options regarding the NMGRT:

- 1. Incorporate the NMGRT as an additional line item in the invoice.**
- 2. Preclude the NMGRT from the invoice based on receipt of an executed documentation from the City releasing AECOM from inclusion.**

The cost estimates included in this proposal are valid for three months from the date of submittal. If the proposal is accepted after said period, AECOM reserves the right to review and retain or modify the cost estimate stated herein in order to appropriately reflect changing costs, salaries, and similar economic considerations. Any changes to this scope of work may require a modified estimate.

AECOM will provide an estimate of schedule to complete following receipt of the Notice to Proceed (NTP). AECOM anticipates study completion 4 months after NTP, excluding final public outreach involvement and follow-up.

It has been our pleasure to offer these professional services to the City of Aztec, and we look forward to working with you on this assignment. In that regard, please do not hesitate to contact Jim DeAngelo at (505) 855-7490 or jim.deangelo@aecom.com if you have any questions or comments.

Sincerely,

AECOM Corporation



Todd Ringsmuth
Manager, Water Resources



Jim DeAngelo
Client Account Manager

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: XII. BUSINESS (C) **UPDATED**
AGENDA TITLE: RFP 2016-537 Kokopelli Subdivision Drainage Study Agreement

ACTION REQUESTED BY: Public Works Department, Finance Department

ACTION REQUESTED: Approval

SUMMARY BY: Bill Watson, Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The floods of 2013 and 2015 have made clear the need to identify and address drainage improvements in the Kokopelli Subdivision in eastern Aztec to protect life and property. The subdivision was heavily inundated during the 2015 flood alone including significant damage and destruction to public and private properties. Some of which have yet to be repaired.
- The City held Public Meetings involving many community leaders and the public shortly after the flood of August 2015 that identified the need for action to mitigate the flooding issues in an effort to prevent future flooding events.
- In September 2015, a Request for Proposals (RFP) was published for a detailed floodplain analysis and improvement alternatives on the Kokopelli Subdivision. The RFP identified tasks to be completed and qualifications criteria for the successful firm including detailed hydraulic/hydrological studies, field reviews and conceptual engineering that will identify needed improvements within the subdivision for further design and consideration for funding and improvement. The study will identify problem areas and available easement/right-of-way restrictions due to private properties and buildings.

PROCUREMENT / PURCHASING (if applicable)

- The RFP was issued in September 2015. Proposals were due to the City in October. A panel of five staff members independently evaluated the three proposals received.
- AECOM, Albuquerque, NM, was ranked the highest and negotiations began in November.
- Negotiations were completed January 6, 2016 resulting in the attached cost proposal of \$84,680.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY16 Adopted Annual Budget, General Fund, does not include sufficient funds for this study. A review of the budget has determined sufficient funds exist in the Municipal Road Fund (justification for use is the impact of waters **within the Kokopelli Subdivision** on city streets). However, the use of these funds will reduce the amount of funds available for street improvement projects (no specific project is impacted at this time).

- Municipal Road Fund Amount available: \$500,000
- Blanco Arroyo Proposal with gross receipts tax: \$115,253
- Kokopelli Subdivision with gross receipts tax: \$ 93,982

SUPPORT DOCUMENTS:

- RFP 2016-537 Evaluation Scoring
- AECOM Proposal

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the proposal and empower the CM to execute the Agreement with AECOM for the referenced study.



City of Aztec
RFP 2016-537
Kokopelli Subdivision & Hampton Arroyo Drainage Study & Improvements Alternatives
Scored Evaluation Tabulation

Evaluation Criteria>

**Completeness, originality
& creativity of Proposal**

Evaluator # >	1	2	3	4	5
AECOM	8	10	8	8	10
SOUDER MILLER & ASSOC	6	10	8	9	2
WILSON & CO	10	10	9	10	7

(Max Points: 10)

**Specialized Design and
Technical Competence**

1	2	3	4	5
24	25	23	20	25
20	22	21	19	17
23	25	22	22	20

(Max Points: 25)

Team Experience

1	2	3	4	5
14	15	12	12	14
15	15	13	12	11
13	15	12	13	13

(Max Points: 15)

**Familiarity with FEMA
Processes and
Requirements**

1	2	3	4	5
25	25	22	20	25
25	25	22	20	18
25	25	22	23	21

(Max Points: 25)

**Past Record of Performance on
Government or Private Sector
Projects**

1	2	3	4	5
9	10	8	7	10
10	6	7	7	5
10	10	8	7	8

(Max Points: 10)

**Past Performance for City of
Aztec**

1	2	3	4	5
2	5	0	3	3
3	5	3	4	2
5	5	3	3	4

(Max Points: 5)

New Mexico Business

Evaluator # >	1	2	3	4	5
AECOM	5	5	5	4	4
SOUDER MILLER & ASSOC	5	5	5	5	3
WILSON & CO	5	4	5	5	5

(Max Points: 5)

Volume of Work

1	2	3	4	5
0	0	0	0	0
0	0	0	0	0
-3	-3	-3	-3	-3

(Max Points: -5)

Residential Preference

1	2	3	4	5
5	5	5	5	5
5	5	5	5	5
4.5	4.5	4.5	4.5	4.5

(Max Points: 10)

**Score Totals From Each
Evaluator**

1	2	3	4	5
92	100	83	79	96
89	93	84	81	63
92.5	95.5	82.5	84.5	79.5

(Max Points: 100)

**Proposal
Evaluation
Score Average**

90.00	1
82.00	3
86.90	2

January 7, 2016

Mr. William Watson
City Engineer
Public Works Director
City of Aztec
610 Western Drive
Aztec, New Mexico 87410

**Re: Kokopelli Subdivision
Flood Hazard Assessment and Recommended Mitigation Alternatives**

Dear Mr. Watson:

AECOM Technical Services (AECOM) is pleased to have this opportunity to offer our professional engineering consulting services to the City of Aztec, New Mexico (Client). The detailed scope and fee presented herein has been prepared as a result the City of Aztec's award and selection of AECOM's proposal response to recent solicitation (RFP 2016-537).

SCOPE OF WORK

AECOM proposes the scope of work to be divided into the tasks, identified below.

- Task 1: Data Collection
- Task 2: Hydrology and Hydraulics
- Task 3: Alternatives Analysis
- Task 4: Public Outreach
- Task 5: Client Coordination

The scope of work for each task is provided as follows.

Task 1: Data Collection

AECOM will coordinate with the City of Aztec (City) to obtain supporting documentation for past maintenance activities (e.g., volumes of sediment removed from roadways). AECOM will also coordinate with key City Operation and Maintenance staff to collect anecdotal data on past clean-up efforts, areas of repetitive loss, and damage such as roads, homes, and utilities that are subject to flooding.

AECOM will collect input from community stakeholders in an effort to facilitate validation of hydrology/hydraulic modeling results. This effort will include preparation of a questionnaire for distribution to/collection from property owners at a public meeting to be

held within the City of Aztec. The results of the questionnaire will be used to assist with categorization of low-priority to high-priority impacts.

AECOM will review the LiDAR topography provided by the City and inform them of any inadequate coverage if noted. Hydrology and hydraulic analyses will be based on the LiDAR topography provided by the City. Topographic data from San Juan County may be used to supplement the City's data outside of the corporate limits. Supplemental field survey data is not anticipated and will not be provided as part of this scope of services. Characteristics for culverts, storm drains, or other drainage facilities with dimensions in excess of 36-inches encountered in the field will be approximated with a tape measurement of diameter/length and inverts from the LiDAR topography.

AECOM will conduct a field reconnaissance effort to document the hydrologic and hydraulic conditions within the Kokopelli watershed. Field reconnaissance will be used to characterize modeling data such as roughness coefficients, channel constrictions, and other features that would impact conveyance or infiltration.

AECOM's data collection effort will include collection of effective FEMA Flood Insurance Study (FIS) information including the supporting documentation for the Hampton Arroyo that extends through the Kokopelli Subdivision. Additionally, available historical imagery will be obtained and reviewed to identify historical flow paths through the subdivision and the historical outfall locations into the Hampton Arroyo prior to the Kokopelli subdivision being developed.

AECOM will collect supporting data for development of a hydrologic model, including available soils and land use data for characterization of the watershed, and multi-frequency precipitation depth, duration, and frequency data. AECOM will analyze the 2-, 10-, 25-, 50-, and 100-year storm events for either a 6-hour or a 24-hour duration depending on which is determined to yield higher magnitude peak discharges.

AECOM assumes that the City will provide property boundary and drainage easement data for properties within the Kokopelli Subdivision, as well as drainage infrastructure as-builts, subdivision drainage study, development plans and plats. This data will be used to identify those properties where impediments to flow conveyance and maintenance issues are identified. AECOM assumes that the City will provide utility data for any City provided service (e.g., water and sanitary sewer data). AECOM will request documentation for dry utilities from providers within the study area. Specifically, AECOM will request data within the vicinity of flood mitigation improvements developed herein. AECOM assumes that all collected utility data will be approximate in nature. Future horizontal and vertical utility location efforts (excluded from this scope of service) will be required prior to preparation of any final design construction documentation.

The information gathered during the data collection and field reconnaissance efforts will be incorporated as an appendix in the *Kokopelli Subdivision Master Drainage Report*.

Assumptions

AECOM assumes the following in executing this scope of work:

- Supplemental field survey data is excluded from this scope of work.
- Field reconnaissance will be conducted jointly with the Blanco and Hampton Arroyo Projects.
- Travel costs for field reconnaissance have been included in the fee estimate for the Blanco Arroyo Project.
- The kick-off meeting will be held at City of Aztec facilities and will be jointly held with the Blanco Arroyo and Hampton Arroyo kick-off meetings.
- The City of Aztec will provide water, sewer, storm drain, and electrical utility information, exclusive of as built data.
- Utility data will be approximate in nature. Future horizontal and vertical utility location (excluded from this scope of work) data will be required prior to any drainage mitigation improvement construction documentation.

Task 2: Hydrologic and Hydraulic Analyses

AECOM will develop two hydrologic and hydraulic analyses for the study area. These will include the following:

- Current land use conditions
- Current land use conditions with implementation of conceptual flood mitigation improvements

AECOM will use GIS-based automated methodologies to develop grid-based modeling using a rain-on-grid approach, with the FLO-2D program. Multi-frequency peak discharges will be developed for the 2-, 10-, 25-, 50-, and 100-year storm events, for either a 6-hour or a 24-hour duration depending on which yields higher magnitude peak discharges. Rainfall values for the storm events will be obtained from the National Oceanic and Atmospheric Administration's (NOAA) online resource and incorporated into a synthetic rainfall distribution. Soil infiltration losses will be based on the U.S. Natural Resources Conservation Service curve number methodology with supporting soils data obtained from NRCS' online web soil survey tool. AECOM will utilize the City provided LiDAR topography to develop a digital elevation model of the study area. AECOM will prepare approximate building limits with the use of GIS and review of readily available aerial photography (in absence of available planimetric data) for characterization of existing buildings and associated blockages within the watershed. AECOM will develop a land use cover map of the study area based on

field reconnaissance, review of aerial photography, and land use planning information to be provided by the City. Conceptual flood mitigation alternative components will be incorporated into a FLO-2D model by modification of grid element elevations, roughness coefficients, and reduction factor coding.

The FLO-2D analysis will be used in-lieu of 1D hydraulic analysis due to shallow sheet flow conditions and reduced topographic relief within the subdivision. The FLO-2D analysis will assist with identification and ranking of problematic drainage areas during development of the recommended mitigation alternative components.

The FLO-2D model results will be represented by grid-based representation of maximum flow depths and velocities through the Kokopelli Subdivision.

The results of the hydrologic and hydraulic analyses will be incorporated into the *Kokopelli Subdivision Master Drainage Report*.

Task 3: Alternatives Analysis

In coordination with the City, AECOM will use the results of the data collection effort and the analyses developed in Tasks 1 and 2 to identify and prioritize problematic areas within the Kokopelli Subdivision and identify up to three (3) qualitative and schematic flood mitigation concepts for a 25-year flood event.

AECOM will include qualitative storage and hydraulic conveyance capacity considerations when screening the schematic flood mitigation concepts. These schematic flood mitigation concepts will include approximate hydraulic calculations and order of magnitude costs. No detailed quantitative hydrologic and hydraulic analysis, cost, or design will be prepared as part of schematic flood mitigation concepts. Approximate hydrologic and hydraulic methods will be used to evaluate the schematic flood mitigation concepts. More detailed analysis will be included as part of the recommended flood mitigation alternative.

Schematic flood mitigation concepts are expected to include:

- In-line or off-line detention and land acquisition
- Channelization and land acquisition
- Storm drain and land acquisition

AECOM will conduct a small group brainstorming session with City of Aztec personnel and select attendees to discuss the identified schematic flood mitigation concepts. The session will be used to identify a comprehensive recommended flood mitigation alternative for further analysis and presentation to the public. The recommended comprehensive flood

mitigation alternative will be modeled with FLO-2D to estimate impact to hydraulic conveyance characteristics within the current land use conditions.

The results of the recommended flood mitigation alternative hydrologic and hydraulic analysis will be mapped to show the reduction in grid based flow depths and velocities within the subdivision. A recommended flood mitigation alternative map that includes plan view layout and typical cross-sections will be developed for the recommended flood mitigation alternative. The results of the data collection effort, H&H analyses, and recommended flood mitigation alternative analysis will be incorporated into the *Kokopelli Subdivision Master Drainage Report*.

AECOM will develop conceptual 30% level flood mitigation drawings consisting of a cover sheet, two (2) plan view sheets (1"=50'), one (1) cross-section sheet, and one (1) detail sheet. The recommended conceptual flood mitigation alternative will include a preliminary opinion of probable quantities and cost. A recommended phasing or sequence of flood mitigation solution implementation will be included. AECOM understands that USACE has jurisdiction of the downstream Hampton Arroyo. AECOM will identify potential USACE permitting and coordination issues for the recommended flood mitigation alternative. The identified permitting and coordination issues may be considered as part of the future development of construction documentation for flood mitigation alternatives under a separate scope of services. USACE Section 404 mitigation permitting and coordination effort is not included as part of this scope of services.

Assumptions

AECOM assumes the following in executing this scope of work:

- Preparation of any FEMA related documents such as applications for Letters of Map Revision, Floodplain Use Permits, Elevation Certificates, etc. to formally remove any part of the Site from or work within a floodplain are not included in the scope of work.
- USACE Section 404 permitting and coordination effort are not included as part of this scope of services.
- Preparation of construction documentation is specifically excluded from this scope of work.
- Construction specifications will not be included in the scope of work.

Task 4: Public Outreach

AECOM will perform public outreach during the course of the project. AECOM has budgeted for three (3) public outreach meetings during the course of this project. The first meeting will be during the Data Collection phase to inform residents of the project and to solicit their input. The second meeting will be conducted subsequent to the

Hydrology/Hydraulic Analysis Task, and will present the results of the detailed modeling and schematic flood mitigation elements. The third meeting will be conducted after completion of the recommended flood mitigation alternative analysis and will consider public input gathered previously. All meetings will serve to inform local residents and business owners of the recommended flood mitigation alternative development and analysis, preliminary opinion of probable cost, and the master drainage report. The public outreach meetings will be also be used to solicit input and feedback, and gain or gauge public acceptance.

AECOM will use an open house format for the outreach meetings. Comment collection surveys will be used to obtain written comments. The meetings will be planned and attended by a maximum of two (2) AECOM staff members who will manage data dissemination and collection for planning review.

Task 5: Client Coordination

AECOM will coordinate with the City of Aztec during the course of the project. Coordination will include project management activities for invoicing, progress reporting and scheduling. One (1) AECOM Staff member will attend up to two (2) meetings with the Client at City of Aztec facilities to review the hydrologic/hydraulic analyses, flood mitigation analysis and schematic flood mitigation solutions, and the recommended flood mitigation alternative.

DELIVERABLES

Project deliverables are assumed to include the *Kokopelli Subdivision Master Drainage Report*, the schematic flood mitigation concepts, and the conceptual flood mitigation drawings associated with the recommended flood mitigation alternative. AECOM will submit project deliverables in hardcopy and portable document format (pdf). Hard copies of the conceptual flood mitigation drawings will be provided in both 24" x 36" and half-size 11" x 17" format. In addition, AECOM will submit FLO-2D input and output files and CAD base files in AutoCAD Civil 3D 2014 format.

COST ESTIMATE

The table below presents a breakdown of anticipated costs for the scope of work described in this proposal. AECOM proposes to perform the work described for Tasks 1 thru 5 as a time and materials fee not to exceed basis. AECOM will maintain open and effective communications with the City of Aztec during the course of the project to address any changes in the scope of work. AECOM will not perform any out of scope tasks without written approval from the City of Aztec.

Task	Subtotal
Task 1: Data Collection	\$8,384
Task 2: Hydrologic and Hydraulic Analysis	\$18,250
Task 3: Alternatives Analysis	\$34,566
Task 4: Public Outreach	\$12,563
Task 5: Client Coordination	\$9,497
Other Direct Costs	\$4,420
TOTAL	\$87,680*

*Exclusive of New Mexico Gross Receipts Tax

The costs shown in this table exclude New Mexico Gross Receipts Tax (NMGRT). At the direction of the City, AECOM will perform one of the two following invoicing options regarding the NMGRT:

- 1. Incorporate the NMGRT as an additional line item in the invoice.**
- 2. Preclude the NMGRT from the invoice based on receipt of an executed documentation from the City releasing AECOM from inclusion.**

The cost estimates included in this proposal are valid for three months from the date of submittal. If the proposal is accepted after said period, AECOM reserves the right to review and retain or modify the cost estimate stated herein in order to appropriately reflect changing costs, salaries, and similar economic considerations. Any changes to this scope of work may require a modified estimate.

AECOM will provide an estimate of schedule to complete following receipt of the Notice to Proceed (NTP). AECOM anticipates study completion 4 months after NTP, excluding final public outreach involvement and follow-up.

It has been our pleasure to offer these professional services to the City of Aztec, and we look forward to working with you on this assignment. In that regard, please do not hesitate to contact Jim DeAngelo at (505) 855-7490 or jim.deangelo@aecom.com if you have any questions or comments.

Sincerely,

AECOM Corporation



Todd Ringsmuth
Manager, Water Resources



Jim DeAngelo
Client Account Manager

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: XII. BUSINESS (D) **UPDATED**
AGENDA TITLE: RFP 2016-537 Hampton Arroyo Drainage Study Agreement

ACTION REQUESTED BY: Public Works Department, Finance Department
ACTION REQUESTED: Approval
SUMMARY BY: Bill Watson, Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The floods of 2013 and 2015 have made clear the need to make improvements to the arroyo network in the city to protect life and property. Over \$1 million in damages were realized from the 2015 flood alone including devastating flooding of Aztec's main street in downtown Aztec and damages to previously corrected/maintained areas in the Hampton Arroyo.
- The City held Public Meetings involving many community leaders and the public shortly after the flood of August 2015 that identified the need for action to mitigate the flooding issues in an effort to prevent future flooding events.
- In September 2015, a Request for Proposals (RFP) was published for a outlined floodplain analysis and improvement alternatives of the Hampton Arroyo. The RFP identified tasks to be completed and qualifications criteria for the successful firm including detailed hydraulic/hydrological studies and field reviews that will identify needed improvements along the arroyo. The study will identify the 100-year floodplain of the Hampton Arroyo from which improvements can be detailed later.

PROCUREMENT / PURCHASING (if applicable)

- The RFP was issued in September 2015. Proposals were due to the City in October. A panel of five staff members independently evaluated the three proposals received.
- AECOM, Albuquerque, NM, was ranked the highest and negotiations began in November.
- Negotiations were completed January 6, 2016 resulting in the attached cost proposal of \$34,794.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- **The FY16 Adopted Annual Budget, General Fund Streets, includes Professional Services, Arroyo in the amount of \$123,254 sufficient to fund the AECOM proposal (with gross receipts tax) if approved by the City Commission.**

SUPPORT DOCUMENTS:

- RFP 2016-537 Evaluation Scoring
- AECOM Proposal

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Proposal and Empower the City Manager to execute the Agreement with AECOM for the referenced study.



City of Aztec
RFP 2016-537
Kokopelli Subdivision & Hampton Arroyo Drainage Study & Improvements Alternatives
Scored Evaluation Tabulation

Evaluation Criteria>

**Completeness, originality
& creativity of Proposal**

Evaluator # >	1	2	3	4	5
AECOM	8	10	8	8	10
SOUDER MILLER & ASSOC	6	10	8	9	2
WILSON & CO	10	10	9	10	7

(Max Points: 10)

**Specialized Design and
Technical Competence**

1	2	3	4	5
24	25	23	20	25
20	22	21	19	17
23	25	22	22	20

(Max Points: 25)

Team Experience

1	2	3	4	5
14	15	12	12	14
15	15	13	12	11
13	15	12	13	13

(Max Points: 15)

**Familiarity with FEMA
Processes and
Requirements**

1	2	3	4	5
25	25	22	20	25
25	25	22	20	18
25	25	22	23	21

(Max Points: 25)

**Past Record of Performance on
Government or Private Sector
Projects**

1	2	3	4	5
9	10	8	7	10
10	6	7	7	5
10	10	8	7	8

(Max Points: 10)

**Past Performance for City of
Aztec**

1	2	3	4	5
2	5	0	3	3
3	5	3	4	2
5	5	3	3	4

(Max Points: 5)

New Mexico Business

Evaluator # >	1	2	3	4	5
AECOM	5	5	5	4	4
SOUDER MILLER & ASSOC	5	5	5	5	3
WILSON & CO	5	4	5	5	5

(Max Points: 5)

Volume of Work

1	2	3	4	5
0	0	0	0	0
0	0	0	0	0
-3	-3	-3	-3	-3

(Max Points: -5)

Residential Preference

1	2	3	4	5
5	5	5	5	5
5	5	5	5	5
4.5	4.5	4.5	4.5	4.5

(Max Points: 10)

**Score Totals From Each
Evaluator**

1	2	3	4	5
92	100	83	79	96
89	93	84	81	63
92.5	95.5	82.5	84.5	79.5

(Max Points: 100)

**Proposal
Evaluation
Score Average**

90.00	1
82.00	3
86.90	2

January 7, 2016

Mr. William Watson
City Engineer
Public Works Director
City of Aztec
610 Western Dr.
Aztec, NM 87410

**Re: Hampton Arroyo
Flood Hazard Assessment**

Dear Mr. Watson:

AECOM Technical Services (AECOM) is pleased to have this opportunity to offer our professional engineering consulting services to the City of Aztec, New Mexico (Client). The detailed scope and fee presented herein has been prepared as a result the City of Aztec's award and selection of AECOM's proposal response to recent solicitation (RFP 2016-537).

SCOPE OF WORK

AECOM proposes the scope of work to be divided into the tasks, identified below.

- Task 1: Data Collection
- Task 2: Hydrology and Hydraulics
- Task 3: Client Coordination

The scope of work for each task is provided as follows.

Task 1: Data Collection

AECOM will coordinate with the City of Aztec (City) to obtain supporting documentation for ongoing culvert improvements and information on past maintenance activities (e.g., volumes of sediment removed from roadways). AECOM will coordinate with key City Operation and Maintenance staff to collect anecdotal data on past storm water maintenance efforts, identification of high water marks, areas of repetitive loss, and damage such as roads and utilities that are subject to flooding. AECOM will also utilize available information from community stakeholders in effort to compare modeled hydrology/hydraulic results to conditions experienced in previous events.

AECOM will review the LiDAR topography provided by the City and inform them of any inadequate coverage if noted. Hydrology and hydraulic analyses will be based on the LiDAR

topography provided by the City. Topographic data from San Juan County may be used to supplement the City's data outside of the corporate limits. Supplemental field survey data is not anticipated and will not be provided as part of this scope of work.

AECOM will conduct a field reconnaissance effort to document the hydrologic and hydraulic conditions within the watershed and arroyo. Field reconnaissance will be used to characterize modeling data such as roughness coefficients, channel constrictions, and other features that would impact conveyance or infiltration.

AECOM's data collection effort will also include collection of effective FEMA Flood Insurance Study (FIS) information including the supporting documentation for the Hampton Arroyo effective floodplain.

AECOM will collect supporting data for development of a hydrologic model, including available soils and land use data for characterization of the watershed, multi-frequency precipitation depth, duration, and frequency data to analyze the 2-, 10-, 25-, 50-, and 100-year storm events for either a 6-hour or a 24-hour duration depending on which is determined to yield higher magnitude peak discharges.

AECOM understands that no property boundary or drainage easement data are readily available for properties extending along the Hampton Arroyo. Collection of such data is excluded from this scope of work. AECOM assumes that the City will provide utility data for any City provided utility service (e.g., water and sanitary sewer data). The utility data collected is anticipated to be approximate in nature.

The information gathered during the data collection and field reconnaissance efforts will be incorporated as an appendix in the *Hampton Arroyo Master Drainage Report*.

Assumptions

AECOM assumes the following in executing this scope of work:

- Supplemental field survey data is specifically excluded from this scope of work.
- No property boundary or drainage easement data for properties located along and adjacent to the arroyo is available.
- The City of Aztec will provide utility data for all City provided utility services.

Task 2: Hydrologic and Hydraulic Analyses

AECOM will develop both hydrologic and hydraulic analyses for the study area for current land use conditions only.

AECOM will develop a detailed 1D hydrologic model based on the USACE's HEC-HMS computer program for the Hampton Arroyo watershed that conforms to FEMA requirements (as applicable) for developing peak discharges. The New Mexico Department of Transportation (NMDOT) requirements for hydrology will be used since the City of Aztec does not prescribe modeling procedures or requirements. AECOM will utilize LiDAR topography provided by the City of Aztec to delineate the Hampton Arroyo watershed, with subdivision into a series of drainage sub-basins at key analysis points along the watercourse.

AECOM will use the USACE HEC-Geo HMS automated GIS tool to automate development of the HEC-HMS hydrologic model. Preliminary evaluation of the watershed shows that the watershed encompasses approximately 7 square miles in area, contributing at the Animas River. Multi-frequency peak discharges will be developed for the 2-, 10-, 25-, 50-, and 100-year storm events. Rainfall values will be obtained from the National Oceanic and Atmospheric Administration's (NOAA) online resource and incorporated into a hypothetical storm. Soil infiltration losses will be based on the U.S. Natural Resources Conservation Service curve number methodology with supporting soils data obtained from NRCS' online web soil survey tool.

Existing storm water storage basins with a footprint area in excess of 0.5 acres identified within the watershed will be incorporated into the hydrologic model by developing stage-storage-discharge curves for each basin from the provided LiDAR topographic data. Other existing infrastructure such as canals, ditches and major obstructions that would impact peak discharge estimates will be incorporated into the existing condition hydrology model. AECOM assumes that the City will provide documentation for existing storage basins within the watershed. The resulting existing condition peak discharges will be incorporated into a watershed schematic for incorporation into the Master Drainage Report deliverable.

AECOM will prepare a hydrologic analysis to estimate the magnitude of the August 2015 storm event in comparison to the previously determined 25- and 100-year storm events. AECOM will utilize available high water marks and precipitation data for the August 2015 storm event to estimate the flood frequency. The flood frequency of the event will be determined using the simulated rainfall runoff modeling developed as part of Task 2.

AECOM will use the USACE's HEC-GeoRAS automated GIS tool coupled with the LiDAR topographic data to develop a detailed 1D HEC-RAS model for approximately 1.5 linear watercourse miles of the Hampton Arroyo for the 2015 flood event. AECOM will also prepare a 1D HEC-RAS model for the 100-year flood event and floodplain delineation. The water surface elevations from the 2015 flood event and the 100-year delineation will be compared to the effective FEMA 100-year water surface elevations. Existing features that would impact the water surface elevations in the arroyo including culverts/bridges, embankments/berms, obstructions, lateral diversions will be incorporated into the HEC-RAS

model. Revised floodplain limits will not be developed for each of the frequencies identified above.

The results of the hydrologic and hydraulic analysis will be used to identify areas that have a high flood hazard potential for the 100-year event and will be displayed on a flood hazard map at a suitable scale for a public meeting which will be held in conjunction with an established public meeting for the Kokopelli Project. Recommendations for the mitigations of the hazards will be discussed in the drainage report and will be displayed with a flood hazard mitigation map. The results of the hydrologic and hydraulic analyses will be incorporated into the *Hampton Arroyo Master Drainage Report*.

Assumptions

AECOM assumes the following in executing this scope of work:

- Preparation of any FEMA related documents such as applications for Letters of Map Revision, Floodplain Use Permits, Elevation Certificates, etc. to formally remove any part of the Site from or work within a floodplain are not included in the scope of work.
- USACE Section 404 permitting and coordination efforts are not included as part of this scope of services.
- Preparation of construction documentation is specifically excluded from this scope of work.
- Storm drains will not be considered in the hydrologic or hydraulic analysis of the Hampton Arroyo.
- Conceptual mitigation design alternatives are not included in the scope of work.
- There will be no specific public outreach included in the scope of work for the Hampton Arroyo. Any outreach will be combined with the Kokopelli public outreach effort.
- Floodplain delineations are limited to the 100-year flood event.

Task 3: Client Coordination

AECOM will coordinate with the City of Aztec during the course of the project. Coordination will include project management activities for invoicing, progress reporting and scheduling. One (1) AECOM Staff member will attend up to two (2) meetings with the Client at City of Aztec facilities to review the hydrologic/hydraulic analyses and the flood mitigation recommendations. These meetings will be held simultaneously with the Kokopelli Client Coordination meetings.

DELIVERABLES

Project deliverables are assumed to include the *Hampton Arroyo Master Drainage Report* and the graphics associated with the hydrologic and hydraulic analysis. AECOM will submit project deliverables in hardcopy and portable document format (pdf). Hard copies of the graphics associated with the hydrologic and hydraulic analysis will be provided in both 24” x 36” and half-size 11” x 17” format. Digital copies of hydrologic/hydraulic models, 100-year floodplain delineation, and GIS data will be included on a DVD.

COST ESTIMATE

The table below presents a breakdown of anticipated costs for the scope of work described in this proposal. AECOM proposes to perform the work described for Tasks 1 thru 2 as a time and materials fee not to exceed basis. AECOM will maintain open and effective communications with the City of Aztec during the course of the project to address any changes in the scope of work. AECOM will not perform any out of scope tasks without written approval from the City of Aztec.

Task	Subtotal
Task 1: Data Collection	\$5,594
Task 2: Hydrologic and Hydraulic Analyses	\$23,417
Task 3: Client Coordination	\$5,233
Other Direct Costs	\$550
TOTAL	\$34,794*

*Exclusive of New Mexico Gross Receipts Tax

The costs shown in this table exclude New Mexico Gross Receipts Tax (NMGRT). At the direction of the City, AECOM will perform one of the two following invoicing options regarding the NMGRT:

1. Incorporate the NMGRT as an additional line item in the invoice.
2. Preclude the NMGRT from the invoice based on receipt of an executed documentation from the City releasing AECOM from inclusion.

The cost estimates included in this proposal are valid for three months from the date of submittal. If the proposal is accepted after said period, AECOM reserves the right to review and retain or modify the cost estimate stated herein in order to appropriately reflect changing costs, salaries, and similar economic considerations. Any changes to this scope of work may require a modified estimate.

AECOM will provide an estimate of schedule to complete following receipt of the Notice to Proceed (NTP). AECOM anticipates study completion 4 months after NTP, excluding final public outreach involvement and follow-up.

It has been our pleasure to offer these professional services to the City of Aztec, and we look forward to working with you on this assignment. In that regard, please do not hesitate to contact Jim DeAngelo at (505) 855-7490 or jim.deangelo@aecom.com if you have any questions or comments.

Sincerely,

AECOM Corporation



Todd Ringsmuth
Manager, Water Resources



Jim DeAngelo
Client Account Manager

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: XII. BUSINESS (E)
AGENDA TITLE: Resolution 2016-984 Identifying Certain Public Infrastructure Improvements In Connection with Hutton Team, LLC Project

ACTION REQUESTED BY: Joshua W. Ray, City Manager

ACTION REQUESTED: Approval

SUMMARY BY: Joshua W. Ray, City Manager

PROJECT DESCRIPTION / FACTS

- Hutton Team, LLC (Hutton) is proposing to develop a retail auto parts store in Aztec, NM. This developer proposes to build O'Reilly's auto parts on private property located off of NM Highway 550 and Ash St.
- Hutton experienced an imbalance in their construction estimates that would not make the project financially feasible.
- Hutton requested funding assistance from the City of Aztec to complete this project.
- Due to the New Mexico Anti-Donation clause, the City of Aztec cannot provide cash assistance to the developer to assist with the project.
- City Staff has worked with Hutton to propose infrastructure improvements that will allow them to move forward with this project.
- City Staff has proposed the following infrastructure improvements to this site for this project: installation of a 6" water line, construction of an electrical service line, and construction of an on-site retention pond.
- These three improvements will be constructed by members of City staff and will only include costs for parts. However, for this document, the estimates include parts and labor costs.
- This development agreement between the City of Aztec and Hutton will provide for future connections to the water line and electric line, therefore increasing the economic development potential of the adjacent properties.
- City staff feels confident this type of development agreement is needed, and will be needed in the future, to stimulate economic development in our community.

Estimated Utility Costs

Water Line	\$30,000
Electric Line	\$40,170
Retention Pond	\$24,000
TOTAL	\$94,170

SUPPORT DOCUMENTS:

- Business Development Project Participation and Incentive Agreement
- Resolution 2016-984 identifying certain public infrastructure improvements in connection with Hutton Team, LLC project.

DEPARTMENT'S RECOMMENDED MOTION: Move to approve Resolution 2016-984 Identifying certain public infrastructure improvements in connection with Hutton Team, LLC project.

BUSINESS DEVELOPMENT PROJECT
PARTICIPATION AND INCENTIVE AGREEMENT

THIS BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE AGREEMENT (“Agreement”) is made and entered into on this 12th day of January 2016, by and between the CITY OF AZTEC, NEW MEXICO, a New Mexico municipal corporation (“City”) whose address is 201 West Chaco Street, Aztec, New Mexico, 87410; and HUTTON TEAM, LLC, a Delaware limited liability company (“Hutton”) whose address is: 736 Cherry St., Chattanooga, TN 37402

RECITALS

- A. Ernest D. Burge is the owner of that certain parcel of unimproved real property located near the intersection of Ash Street and W. Aztec Blvd. in the City of Aztec, New Mexico. This parcel consists of approximately 5.4 acres and is has a parcel number of 2-064-178-342-208. This parcel will be subdivided by Hutton, and preliminary submittals indicate there will be four (4) parcels created, with one situated directly adjacent to Ash St. and W. Aztec Blvd. The legal description of the 5.4 acre parcel is contained in Exhibit “A” (the “Legal”) attached to and made a part of this Agreement and the proposed subdivision is shown on the draft preliminary plat attached to and made a part of this Agreement as Exhibit “B” (the “Property”).
- B. Hutton intends to develop, construct, own and lease the Property to ORielly Auto Parts, a national retail chain. Community Development has met on several occasions to review site plans and access onto W. Aztec Blvd., and is confident the edifice and required parking, circulation, trash receptacle, loading, etc. can be accommodated per City ordinances and subdivision regulations. Significant elements of this agreement that will be required as part of this development shall consist of the following:
1. A single, one (1) story structure;
 2. One (1) access onto W. Aztec Blvd. that is to be shared with the adjacent parcel and dedicated as an access easement on the plat;
 3. Elevating the site with fill dirt, compacted to industry standards for sustaining new development, so as to make the site easily accessible at grade from W. Aztec Blvd.;
 4. Construction of a rear access drive that runs across all platted parcels and intersects with Ash St. to be dedicated to the City of Aztec as a public street;
 5. Construction of a regional drainage detention pond in the northwest area of what is presently the 5.4 acre parcel, that will serve all of the newly created parcels;
 6. Easements for the drainage ways and the detention pond be dedicated to the City of Aztec for regular maintenance and access;
 7. Live landscaping with irrigation along the W. Aztec Blvd. road frontage consisting of several medium height trees as well as other shrubbery; zero-scaping style landscape along the remaining perimeter of the subject parcel;
 8. Parking, signage and other requirements per city code;
 9. Dumpster enclosure and loading zone to the rear of the building;
 10. Any and all other improvements consistent with the requirements of Aztec’s zoning, traffic, and subdivision regulations.

All of the above improvements are collectively designated herein as the “Project” and are explained more particularly identified in Exhibit “C” attached to and made a part of this

Agreement.

- C. As a primary inducement for Hutton to develop, construct, own and lease the Project located on the Property, and in order to encourage growth of the City tax base, provide job opportunities, and to stimulate the economy of the City, the City has agreed to provide Hutton with certain infrastructure improvements and economic incentives, all as more particularly described herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Hutton as follows:

Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into this Agreement by this reference.

Development of the Project. Hutton, within a reasonable period of time not to exceed ninety (90) days from the date of this Agreement, shall have completed the planning, design and funding of the Project and shall commence construction of the structures and other improvements described herein. All structures and improvements shall be designed in compliance with the standards and specifications of the City and applicable state and federal agencies. Construction shall not commence until the plans and specifications for such structures and improvements have been approved by the City. All structures and improvements shall be constructed in good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards. Construction shall be completed and a Certificate of Occupancy issued by the City not later than August 1, 2016.

Infrastructure Improvements. The City shall construct and complete, at the City's cost, certain infrastructure improvements in connection with Hutton's development, construction, and operation of the Project located on the Property. Those infrastructure improvements to be so constructed by the City are identified in Resolution 2016-???, as adopted by the Aztec City Commission on January 12, 2016, which Resolution is attached to and made a part of this Agreement as Exhibit "D" (the "Resolution").

Default; Cure Period. Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within the thirty day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available

under law or equity including without limitation, the right to specifically enforce any term or provision hereof and/or the right to institute an action for damages.

Specific Remedy On Default. Upon an uncured default by Hutton, the City shall be entitled to recover from Hutton damages in an amount equal to seventy five percent (75%) of the actual costs incurred by the City for the construction of the infrastructure improvements described in paragraph 5 above and identified on Exhibit “D” hereto. Hutton will be considered having met its obligations once a Certificate of Occupancy has been issued for the Project.

GENERAL

Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Hutton of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

Captions. The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Adoption or Agreement. This Agreement shall be approved and adopted by the Governing Body of the City of Aztec.

Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality of the foregoing, City shall cooperate in good faith and process in a reasonably timely fashion any requests and applications for plat or permit approvals or revisions and other necessary approvals relating to the development of the Project located on the Property by Hutton and its successor, which approvals will not be unreasonably denied.

No Agency/Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between Hutton and City.

Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous

agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto.

Good Standing; Authority. Each of the parties represents and warrants to the other that (I) it is duly formed and validly existing under the laws of New Mexico, (ii) it is duly qualified to do business in the State of New Mexico and is in good standing under applicable state laws, and (iii) the individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the part on whose behalf each individual is signing.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

Severability. If any term of provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

Construction. The City and Hutton acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments thereto, and the same shall be construed neither for nor against the City or Hutton, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

Computation of Time. If the time for performance of any provision of this Agreement ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. (Mountain time) on the next day which is not Saturday, Sunday or federal, state or legal holiday.

Attorneys' Fees. In the event that any party to this Agreement brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

IN WITNESS WHEREOF, this Agreement is executed by the parties, effective as of the date first written above.

CITY OF AZTEC

By: _____

Name: _____

Title: _____

HUTTON TEAM, LLC

By: _____

Name: _____

Title: _____

STATE OF NEW MEXICO §

§

COUNTY OF SAN JUAN §

On this _____ day of _____, 2016, before me personally appeared _____, for City of Aztec, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she/he executed the same as her/his free act and deed.

NOTARY PUBLIC

My Commission Expires:

STATE OF NEW MEXICO §

§

COUNTY OF SAN JUAN §

On this _____ day of _____, 2016, before me personally appeared _____, for Hutton Team, LLC, to me known to be the person

described in and who executed the foregoing instrument and acknowledged that she/he executed the same as her/his free act and deed.

NOTARY PUBLIC

My Commission Expires:

**EXHIBIT A (Legal Description) TO:
BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE
AGREEMENT**

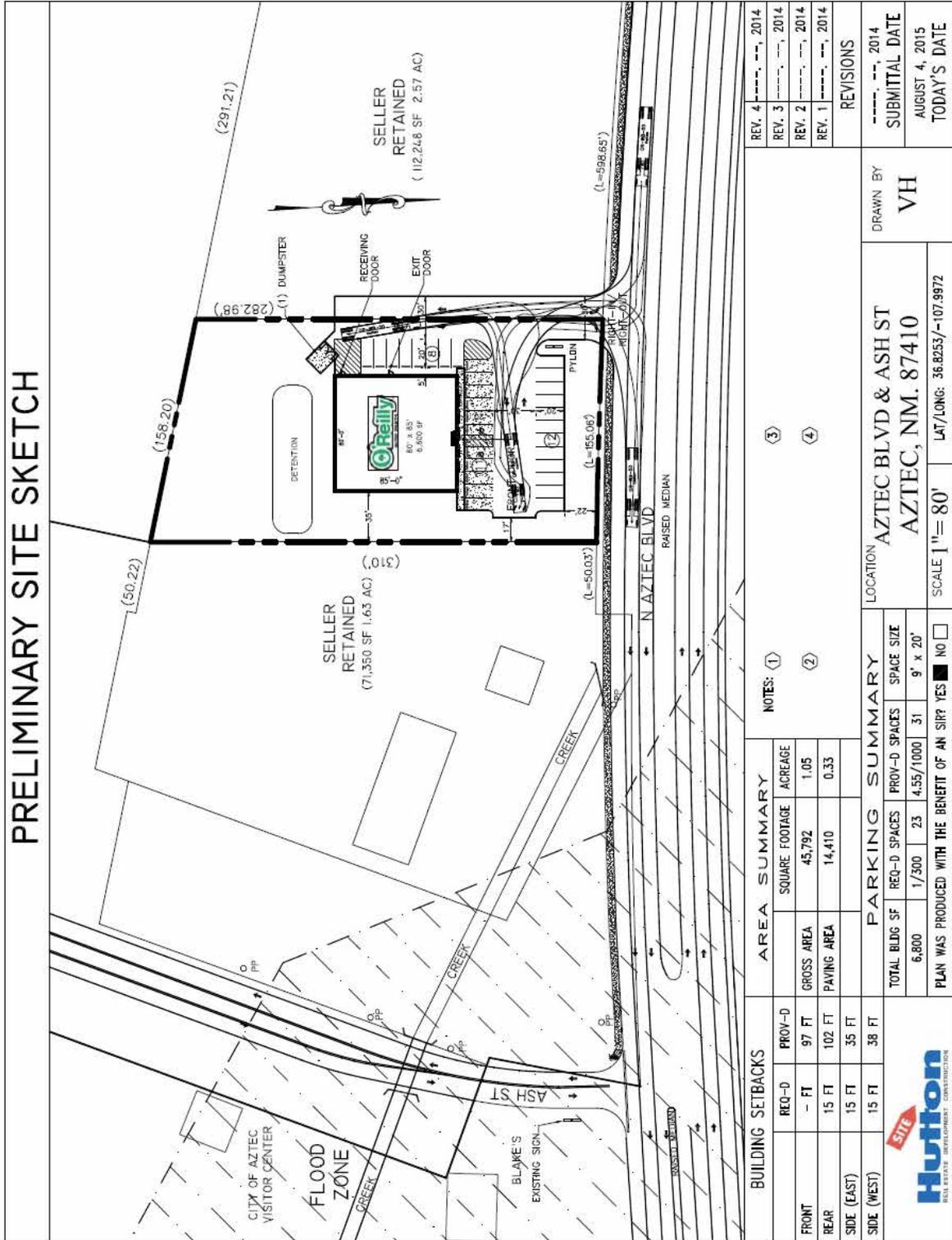
**EXHIBIT B (Plat) TO:
BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE
AGREEMENT**

**EXHIBIT C (Site and Development Plans) TO:
BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE
AGREEMENT**

**EXHIBIT D (Resolution 2012-889) TO:
BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE
AGREEMENT**

**EXHIBIT B (Draft Plat) TO:
BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE
AGREEMENT**

**EXHIBIT C (Site and Development Plans) TO:
BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE
AGREEMENT**



PRELIMINARY SITE SKETCH

BUILDING SETBACKS		AREA SUMMARY		NOTES		REVISIONS	
REQ-D	PROV-D	SQUARE FOOTAGE	ACREAGE	①	②	REV. #	DATE
FRONT	97 FT	GROSS AREA	45,792	1.05		REV. 4	---, ---, 2014
REAR	15 FT	PAVING AREA	14,410	0.33		REV. 3	---, ---, 2014
SIDE (EAST)	15 FT					REV. 2	---, ---, 2014
SIDE (WEST)	38 FT					REV. 1	---, ---, 2014
TOTAL BLDG SF		REQ-D SPACES	PROV-D SPACES	SPACE SIZE	PARKING SUMMARY		
6,800		1/300	23	4.55/1000	31	PLAN WAS PRODUCED WITH THE BENEFIT OF AN SIR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
DRAWN BY		LOCATION		SUBMITTAL DATE			
VH		AZTEC BLVD & ASH ST		AUGUST 4, 2015			
		AZTEC, NM. 87410		TODAY'S DATE			
		SCALE 1" = 80'		LAT/LONG: 36.8253/-107.9972			

**EXHIBIT D (Resolution 2012-889) TO:
BUSINESS DEVELOPMENT PROJECT PARTICIPATION AND INCENTIVE
AGREEMENT**

**CITY OF AZTEC
RESOLUTION 2016-984**

**Identifying Certain Public Infrastructure Improvements in Connection with
Hutton Team, LLC Project (O'Reilly Auto Parts) Development**

WHEREAS, Hutton Team, LLC (together with its successors and assigns, the "Company") has made a proposal to the City to develop an auto parts retail store (the "Proposal") in Aztec, New Mexico, whereby the City had deemed the Proposal will constitute a development to promote trade and economic activity; and

WHEREAS, the Governing Body (the "Governing Body") of the City constitutes the governing body of the City; and

WHEREAS, the Project has been considered by the Governing Body and it has been concluded that the Proposal and Project will promote the local health, general welfare, safety, convenience and prosperity of the inhabitants of the city, and the Governing Body has, by separate resolution indicated its intent to proceed assisting the Project by conducting offset improvements for access to water, electric and drainage; and

WHEREAS, in connection with the Project the City proposes to undertake the aforementioned public infrastructure projects for public use designed to improve the local health, general welfare, safety, convenience and prosperity of the inhabitants of the City;

NOW, THEREFOR, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF AZTEC, NEW MEXICO:

Section 1.

All actions (not inconsistent with the provisions hereof) heretofore taken by the Governing body, and the officers and employees of the City, related to the Proposal therefore are ratified, approved and confirmed.

Section 2.

In connection with the development of the Project by the Company, the City intends to undertake the following public infrastructure improvement at a cost estimated as indicated below; infrastructure/utility costs to be waived/expended by the City for the Project:

A. Water Line	\$30,000
B. Electric Line	\$40,170
C. Retention Pond	\$24,000
<hr/>	
TOTAL	\$94,170

Items A, B, and C shall represent improvements that will remain the property of the City and will be available for use by the general public. Items provided by the Company that necessitate the development of its project site shall remain the property of the Project from meter and/or point of connection (for example, the water line shall remain the property of the Project from the point of connection, identified as the sale on the main sewer line; the water line shall remain the

property of the Project from the point of connection, identified as the corporation stop). Item B, electric infrastructure shall become property of the project from service point of delivery to the Project Site.

Section 3.

If any action, paragraph, clause or provision of the resolution is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision will not affect any of the remaining provisions of this resolution.

Section 4.

All orders and resolution, or parts thereof, in conflict with this resolution are repealed; provided that this repeal will not be construed to revive any order, resolution or part thereof, heretofore repealed.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2016

City of Aztec

Sally Burbridge, Mayor

ATTEST:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE:	January 12, 2016
AGENDA ITEM:	XII. BUSINESS ITEM (F)
AGENDA TITLE:	Resolution 2016-985 Initiating a Change in Land Use Zoning Classification for Parcel 2-064-178-208-071 (119 N. Church Street)

ACTION REQUESTED BY:	AZTEC CITY COMMISSION 201 W. Chaco Street Aztec, NM 87410
ACTION REQUESTED:	Request to rezone the parcel Tax ID No. 2-064-178-208-071 from O-I Office/Institutional to C-1 Commercial Local
SUMMARY BY:	William M. Homka AICP, CFM

PROJECT DESCRIPTION / FACTS

For the past year the City of Aztec (City) has been working to develop a Center for Business Development and Incubation (The HUB). At its last public meeting the City Commission voted to enter into a lease-purchase agreement with the Aztec Presbyterian Church (Church), owners of the building at 119 N. Church Street, to begin developing The HUB at this location. Discussions happened with the Church's representatives about the need to change the zoning from O-I Office / Institutional to C-1 Commercial Local. There will be various small businesses leasing space at the building and the C-1 zoning classification is a better fit with the proposed use and the adjacent parcels fronting along S. Main Avenue.

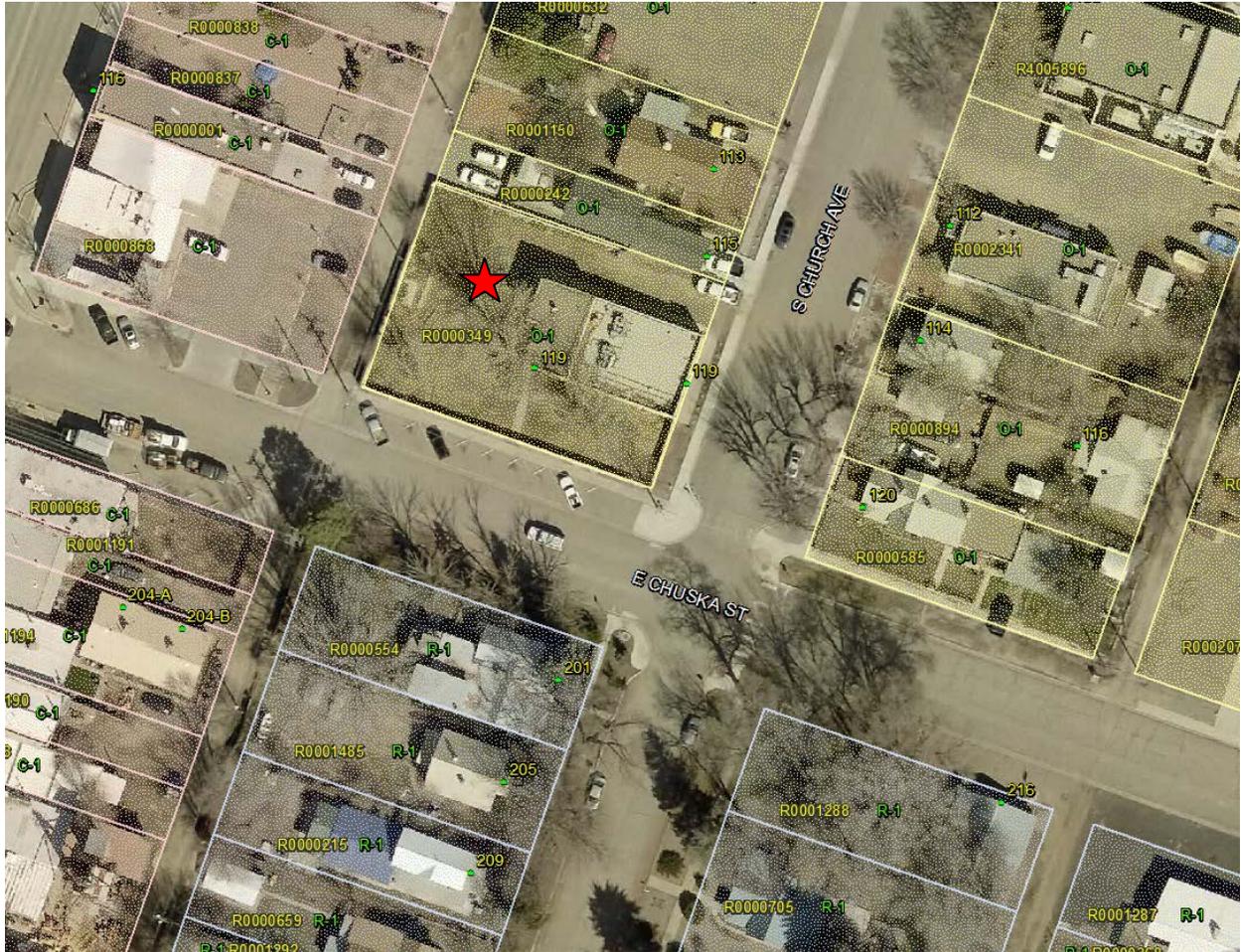
This resolution is the City's "application," a formal method whereby it can initiate a zoning change. All of the regular reviews, required notifications and time periods will be followed according to city code. The next date eligible for the application to be presented to the City Commission is February 9, 2016.

FINDINGS OF FACT

1. The City has a lease/purchase agreement for the property at 119 N. Church St.;
2. A Center for Business Development and Incubation (HUB) is being developed on the site;
3. The zone change is appropriate to the site's proposed use and surrounding parcels;
4. The City will be following its own zoning ordinance by requesting this action.

SUPPORT DOCUMENTS:	Aerial & Zoning Map Resolution
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DEPARTMENT'S RECOMMENDED MOTION:	Move To Approve 2016-985 a resolution to initiate the review and summary of a zone change action from O-I Office/ Institution to C-1 Commercial Local for 119 N. Church St. due to the four (4) Findings of Fact.
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ARIEL MAP WITH ZONING CLASSIFICATIONS



Site – Parcel 2-064-178-208-071 / 119 N. Church Street

**CITY OF AZTEC
RESOLUTION 2016-985**

**Initiating a Change in Land Use Zoning Classification
for Parcel 2-064-178-208-071 (119 N. Church Street)**

WHEREAS, the City of Aztec (CITY) has entered into a lease purchase agreement for control of the property at 119 N. Church Street, for the purposes of developing a Center for Business Development and Incubation (HUB); and

WHEREAS, the parcel is presently zoned O-I Office/Institution and the intended purpose of the building is to develop business, thus the parcel's zoning classification should be changed to C-1 Commercial Local to support the HUB and conform to the city's zoning ordinance; and

WHEREAS, the Governing Body (CITY COMMISSION) of the City constitutes the governing body of the City and has the authority to initiate zone changes on land; and

WHEREAS, the HUB has been considered by the City Commission and it has been concluded that the HUB will assist in the support of entrepreneurship, business development, business trainings, grow the city's tax base, and provide a single location where businesses and business organizations such as the Chamber of Commerce can identify as a central place to meet about business matters, private and public, for the benefit of all involved;

WHEREAS, now that the CITY has site control, has begun to implement physical changes to the building and will need to furnish evidence of the use as matching the zoning classification in order to obtain a Certificate of Occupancy;

NOW, THEREFOR, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF AZTEC, NEW MEXICO:

The City Commission requests the City Administration to initiate a zoning change for the parcel at 119 N. Church Street, from O-I Office/Institution to C-1 Commercial Local for the purpose of allowing the establishment and growth of The HUB, and that the Administration shall follow all procedures and policies required by the City Zoning Ordinance, and that public notice procedures also be followed and a Summary Report be presented to the City Commission at its regularly scheduled meeting on Tuesday February 9, 2016 at 6:00 pm under Land Use items on the meeting agenda.

PASSED, APPROVED AND ADOPTED this 12th day of January, 2016

City of Aztec

ATTEST:

Sally Burbridge, Mayor

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: January 12, 2016
AGENDA ITEM: XIII. LAND USE HEARING (A)
AGENDA TITLE: Zone Change from O-1 Office/Institutional to C-1 Commercial Local at 406 S. Park Ave.

ACTION REQUESTED BY: Dr. Bryan S. Poe
406 S. Park Ave.
Aztec, NM 87410

ACTION REQUESTED: Request to rezone the parcel Tax ID No. 200363460 from O-I Office/Institutional to C-1 Commercial Local

SUMMARY BY: William M. Homka AICP, CFM

PROJECT DESCRIPTION / FACTS

This application stems from a new business that signed a rental agreement for 404 S. Park with the property owner, Dr. Poe. The business is a retail type that is not permitted in the O-I Office/Institution zoning classification. The new business, a fitness center, is named 'The Womens' Gym. It is owned by Ms. Robbin Lasater.

In early November Ms. Lasater visited Community Development with her proposal to open the gym. It was determined at that time that she needed a business license, but that she would not be able to obtain one nor open the business due to the existing zoning classification. Community Development Director William Homka advised Utilities Department Director Delain George that a zoning change to C-1 Commercial Local would be appropriate for this location. However the zone change request and review process would be delayed due to the public notice requirements and the remaining 2015 Commission meeting schedule. Thus we issued a temporary business license on 11/9/2015 pending the outcome of the City Commission's decision.

The building located on this parcel has four 'suites.' The addresses of these are 404, 406, 408 and 410 S. Park Ave. All of the businesses presently located on this parcel are permitted in C-1 Commercial Local. The fitness center, however, was not listed as an approved use for O-I Office/Institution. The C-1 Commercial Local zoning classification is the primary zoning classification for Downtown Aztec. Staff finds the zone change request is appropriate to the other businesses in the surrounding area. Staff finds that many of the surrounding parcels should also be re-zoned to C-1 Commercial Local and connect them together with businesses on Main Avenue, thus uniting the Central Business District under one zoning classification.

Staff would encourage more parcels contiguous to the subject parcel to apply for C-1 Commercial Local zoning.

FINDINGS OF FACT

1. The existing businesses located on this parcel are all permitted in C-1 Commercial Local;
2. A fitness center is not an allowable use in the O-I Office/Institution zoning district, and;
3. The zone change is appropriate to the character of the site and its surrounding parcels.

SUPPORT DOCUMENTS:

1. Aerial View & Zoning Map
2. Mailing List
3. Application
4. Letters to adjacent property owners and applicant

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve Permit 2015-152 to change the zoning of parcel number 200363460, containing 404 S. Park, from O-I Office/Institution to C-1 Commercial Local due to the three (3) Findings of Fact.



ARIEL MAP WITH ZONING CLASSIFICATIONS



Site – Parcel 200363460 containing 404, 406, 408 & 410 S. Park Ave.

DISTRICT NO	PREFIX	RDNAME	SUFFIX	TAXID	ASSESSOR_LINK	
O-1	414 S	Park	Ave	R0001599	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0001599	Zoe A Gilmore 362 Horse Thief Lan Durango, CO 81301
O-1	412 S	Park	Ave	R0001712	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0001712	Kelly and Eleanor Townsend 38 Road 3020 Aztec, NM 87410
O-1	405 S	Main	Ave	R0000438	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0000438	Serenity Cemeteries VI LLC 7220 North 16th St Ste C Phoenix, AZ 85020
C-1	100	Llano	St	R0000936	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0000936	Kare Inc c/o Roger & Sammie Murray 100 Llano St Aztec, NM 87410
C-1	102	Llano	St	R0001936	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0001936	William Barkman 102 Llano St Aztec, NM 87410
C-1	102	Llano	St	R0001937	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0001937	William Barkman 102 Llano St Aztec, NM 87410
O-1	120	Llano	St	R0001336	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0001336	William Barkman 102 Llano St Aztec, NM 87410
O-1	102	Llano	St	R4002832	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R4002832	William Barkman 102 Llano St Aztec, NM 87410
O-1				R0002723	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0002723	John D Wayne PO Box 28 Aztec, NM 87410
R-2	401 S	Park	Ave	R0001445	http://www.sicassessor.net/sicassessor1/icbweb/details.php?acct=R0001445	Aztec Properties PO Box 7688 Columbia, MO 65205

Permit #: 2015-152

Date: 2 DEC 2015



CITY OF AZTEC

Please Circle: Variance Zone Change Conditional Use Special Use

Applicant Name: Dr Bryan S. Poe

Applicant Address: 406 S. Park

Tax ID #: 200363460

Applicant Phone: (505) 334-2852

Is Applicant Owner / Lessee / Other of Property? Yes

Legal Description of the Property: (Or address if different than above)

Flood Zone No

Total Area of Property (acres): 0.62 acres

Zoning District: O-1

Present Use of Property: Multiple Uses - Office & institutional

Desired Use of Property: Retail Commercial District

Reason for Requesting a Permit:

New tenant in 404 S. Park.

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

Dr Bryan S. Poe BB
Applicant's Signature

12/2/15
Date

City Commission Meeting Date:

ACTION: APPROVED DENIED

Community Development Director

Date

Permit#: 2015-152

Date Issued: 2 DEC 2015

Zone Change Evaluation

This is the form that the City of Aztec Community Development Staff will use to evaluate the merits of the Zone Change Request to make a recommendation to the City Commission.

Applicant Name: Bryan S. Poe
Applicant Address: 406 S. Park Aztec NM 87410
(Street Name) (City) (State) (Zip Code)

Applicant Phone: 505-334-2852

- | | No | Yes |
|--|-------------------------------------|-------------------------------------|
| 1. Is the Zone Change detrimental to the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the Zone Change detrimental to surrounding properties or the neighborhood? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Does the Zone Change alter the character of the surrounding neighborhood? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the Zone Change set a precedent which may alter the intent of the Land Use regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Does the Zone Change impose a health issue on the public? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Does the Zone Change impose a safety issue on the public? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Does the Zone Change have the approval of surrounding neighbors? | <input type="checkbox"/> | <input type="checkbox"/> NOT MET - |
| 8. Will the Zone Change be consistent with the Aztec Comprehensive Plan and Master Zone District Map? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Is there an alternate Land Use Action that might be considered to accomplish the applicant's intent without altering the Zone District Map? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

*variance -
but not
appropriate.*

Application Permit Checklist

All items must be turned into the Community Development Department 15 days prior to the City Commission Meeting.

<input checked="" type="checkbox"/>	Applicable Fees		
	Administrative Fee	\$10.00	\$50.-
	Conditional Use	\$50.00	\$10.-
	Variance	\$50.00	
	Special use	\$50.00	\$60.00
	*Zone Change	\$50.00 ea.	Additional acre \$5.00

- A detailed site map which includes the following:**
- Property boundary, all sides
 - Street(s) adjoining property and labeled
 - Address of property and adjacent properties
 - North arrow and scale
 - All utility easements
 - All utility lines
 - Locations of all utility meters
 - Existing and/or proposed structures
 - Location of improvement
 - Setbacks for front, side and rear yards
 - Driveway location (required for new addresses)
 - Proposed parking area (if different than driveway)
 - Location of all drainages

Ownership.
A document that verifies ownership or legal interest in the property (copy of abstract, title certificate, insurance, or contract).

Legal Description.
Includes the legal description or physical address of the property.

Proposed Use.
Statement describing the proposed use of the buildings, structures, premises, etc.



ACKNOWLEDGMENT FOR NATURAL PERSONS

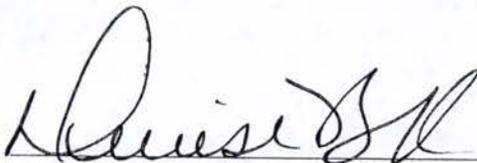
STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

This instrument was acknowledged by me on 21, 2002,

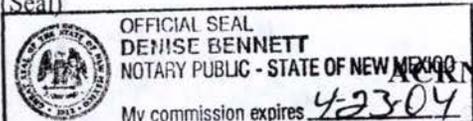
by BRYAN S. POE, A SINGLE MAN

My commission expires: 04/23/04

(Seal)



NOTARY PUBLIC



ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

This instrument was acknowledged by me on _____, 2002,

by _____,
(NAME OF OFFICER)

_____ of
(TITLE OF OFFICER)

(CORPORATION ACKNOWLEDGMENT)

a NEW MEXICO corporation, on behalf of said corporation

My commission expires:

(Seal)

NOTARY PUBLIC

SPECIAL WARRANTY DEED

BRYAN S. POE, A SINGLE MAN, for consideration paid, grant to WORLD CONGREGATIONAL FELLOWSHIP CHURCH DBA WESTBROOK EDUCATIONAL GROUP, INC., A NEW MEXICO CORPORATION, whose address is

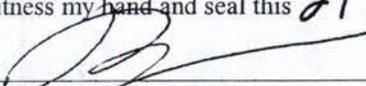
4703 McCall Town Rd., Granite Falls, NC 28630,

and _____, whose address is _____,

the following described real estate in San Juan County, New Mexico:

Lot Twenty-One (21), and Lot Twenty-Two (22) and the Westerly Forty (40) feet of Lot Three (3) of HARTMANS SECOND ADDITION, in the City of Aztec, San Juan County, New Mexico, as shown on the Plat of said Addition filed for record February 27, 1951.

Witness my hand and seal this 21 day of March, 2002.



BRYAN S. POE (Seal)

(Seal)

(Seal)

(Seal)

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherry Sipe



Commissioners

Roberta S. Locke
Katee McClure
Sheri Rogers

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

December 28, 2015

Bryan Poe
406 S Park
Aztec, NM 87410

Dear Mr. Poe:

As the property owner at 406 S Park Ave you have made a request to the Community Development Department for a Zone Change from O-1 Office and Institutional District to a C-2 General Commercial and Wholesale District.

The City Commission will hear this request during a public meeting to be held on **Tuesday, January 12, 2016 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.** As the business owner, you or your designated representative are required to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The public is requested to contact Community Development via phone at 505-334-7605 or email at whomka@aztecnm.gov to provide support or concerns regarding this request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

Community Development will be creating a staff summary for Commission giving them more information on this property and the Zone Change request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. The summary will be available to the public on the City of Aztec website at this location: http://www.aztecnm.gov/agendas/ccm_agenda.pdf the Thursday prior to the meeting.** Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation.

If you have any further questions, please don't hesitate to call me at 505-334-7605, Monday through Thursday from 7:00 a.m. to 6:00 p.m.

Sincerely,

William Homka

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherry Sipe



Commissioners

Roberta S. Locke
Katee McClure
Sherri Rogers

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

December 28, 2015

PUBLIC NOTICE

Dear Property Owner:

The property owner at 406 S Park has made a request to the Community Development Department for a Zone Change from O-1 Office and Institutional District to a C-2 General Commercial and Wholesale District.

The City Commission will hear this request during a public meeting to be held on **Tuesday, January 12, 2016 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.** As the surrounding business owner, you are welcome to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The public is requested to contact Community Development via phone at 505-334-7605 or email at whomka@aztecnm.gov to provide support or concerns regarding this request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

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If you have any further questions, please don't hesitate to call me at 505-334-7605, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Sincerely,

William Homka