

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION WORKSHOP**  
**March 22, 2016**  
**201 W. Chaco, City Hall**  
**5:00 p.m.**

**5:00-6:00**

**A. Parks and Recreation Plan**

<http://www.aztecnm.gov/plans/PREP2016.pdf>

---

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

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

**A G E N D A**  
**City of Aztec**  
**CITY COMMISSION MEETING**  
**March 22, 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. Boys & Girls Club-Mike Patch
- B. San Juan County Annual Historical Society Report-Zang Wood

**VII. CITIZEN RECOGNITION**

**VIII. EMPLOYEE RECOGNITION**

**IX. CONSENT AGENDA**

- A. Commission Workshop Meeting Minutes, March 8, 2016
- B. Commission Meeting Minutes, March 8, 2016
- C. Travel
- D. Volunteer Firefighters Annual Reporting
- E. FY2016 Street Maintenance- Crack Sealing
- F. Re-Bid 2015-418 Aztec Remote SCADA Project Change Order #3 River Pump
- G. Resolution #2016-991 Library Surplus
- H. Resolution #2016-992 Authorizing Signatures for City Accounts

---

**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

**IX. CONSENT AGENDA (CONTINUED)**

- I. Resolution #2016-993 Authorizing Signatures for Municipal Court Bond Checking Account
- J. Resolution #2016-994 Authorizing signatures on Motor Vehicle Department Checking Account
- K. FY17 Municipal Fire Protection Fund Distribution Application

*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 section is for items not otherwise listed on the agenda)*

**XII. BUSINESS ITEMS**

- A. Aztec Municipal Golf Course Clubhouse Contract

**XIII. LAND USE HEARINGS**

- A. 2016-018 Zone Change at 119 S. church Avenue, From O-1 Office-Institutions to C-1 Commercial-Limited
- B. 2016-013-Conditional Use-407 NE Aztec Boulevard

**XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

**XVI. DEPARTMENT REPORTS**

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

**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 WORKSHOP MINUTES  
March 8, 2016

**I. CALL TO ORDER**

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

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

MEMBERS ABSENT: None

OTHERS PRESENT: City Manager, Joshua Ray; City Attorney, Larry Thrower; Community Development Director, William Homka; Commissioner Elect, Austin Randall; City Clerk, Karla Saylor; Project Manager, Ed Kotyk

**A. City Sign Code**

Mayor Sally Burbridge opened the workshop for discussion on the City of Aztec Sign Code. She mentioned that tonight they are here to talk about an ideological concept of what the City might want to portray with the sign code and what works for local businesses to help attract business. City Manager Josh Ray mentioned that in the past we had meetings to discuss the types of signs which resulted in the new sign code. Josh mentioned that the goal today is to see if Commission wants to make any changes to the current sign code and which direction we are leaning for things that we would like to see. The current signs in question tonight are feather signs. Community Development Director Bil Homka reviewed sign code and mentioned the different kind of signs that can be used and potentially some that might be accepted by code. The City commission at this time will make no changes to sign code.

**II. Adjournment**

Mayor Burbridge adjourned the Workshop at 5:55 pm.

\_\_\_\_\_  
Mayor, Sally Burbridge

ATTEST:

\_\_\_\_\_  
Karla Sayler, City Clerk

MINUTES PREPARED BY:

\_\_\_\_\_  
Karla Sayler, City Clerk

DRAFT

CITY OF AZTEC  
COMMISSION MEETING MINUTES  
March 8, 2016

**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 Judge Carlton Gray

**III. PLEDGE OF ALLEGIANCE**

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

**IV. ROLL CALL**

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

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. ELECTION RESULTS OF MARCH 1, 2016**

City Clerk, Karla Saylor read the official results of the Regular Municipal Election Held on March 1 2016 as follows:

For District #1 City Commissioner

Austin Raymond Randall	244 Votes
Roberta S. Locke	131 Votes
Caleb R. Robison	48 Votes

For District #3 City Commissioner

Michael L. Forrest	57 Votes
Beth F. McClure	88 Votes
Sherri A. Sipe	286 Votes

For Municipal Judge Position

Carlton P. Gray                      342 Votes

The total number of Ballots cast was 432 for the Municipal Election of March 1, 2016.

**VI. COMMISSIONERS OATH OF OFFICE**

The Honorable Judge Karen Townsend Administered the Oath of Office to Municipal Judge Carlton Gray.

The Honorable Judge Carlton Gray Administered the Oath of Office to Commissioner Austin Randall and Commissioner Sherri Sipe.

**VII. COMMISSION ORGANIZATIONAL MEETING**

A. Elections of Mayor and Mayor Pro-Tem

MOVED by Commissioner Sipe, SECONDED by Commissioner Rogers to Approve the Appointment of Commissioner Sally Burbridge as Mayor of City of Aztec.

All Voted Aye; Motion Passed Four to Zero

MOVED by Commissioner Rogers, SECONDED by Commissioner Randall to Approve the Appointment of Commissioner Sipe as the Mayor-Pro Tem of the City of Aztec

All Voted Aye; Motion Passed Four to Zero

B. Appointments to Boards and Committees were made as follows:

- 1) Airport Advisory Board-Commissioner Rogers
- 2) Economic Development Advisory Board-Mayor Pro-Tem Sipe
- 3) Library Advisory Board-Commissioner McClure
- 4) Lodgers Tax Advisory Board-Commissioner Randall
- 5) Personnel Committee-Mayor Burbridge, Commissioner McClure
- 6) Four Corners Economic Development- Mayor Burbridge
- 7) San Juan Safe Communities Initiative-Commissioner Rogers
- 8) Farmington Metropolitan Planning Organization (MPO)-Mayor Pro-Tem Sipe
- 9) North West New Mexico Seniors-Mayor Pro-Tem Sipe
- 10) ECHO-Commissioner McClure
- 11) San Juan Water Commission-Commissioner Randall, Joshua Ray
- 12) San Juan Regional Medical Center Corporation(Mayor to check with Dr. Barkman)
- 13) Council of Governments (COG)-Commissioner Randall, Joshua Ray
- 14) San Juan County Commission Representative-Commissioner Rogers

**VIII. AGENDA APPROVAL**

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

**IX. CITIZEN RECOGNITION**

None

**X. EMPLOYEE RECOGNITION**

None

**XI. CONSENT AGENDA**

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

- A. Commission Meeting Minutes, February 23, 2016
- B. Travel
- C. Western Area Power Authority Metering Point Memorandum of Agreement
- D. Resolution 2016-990 Application For Municipal Arterial Program (MAP) Funds for Fiscal Year 2017
- E. Letter of Intent Application For Local Government Road Program Funds
- F. Youth Conservation Corps Service Agreement
- G. Law Enforcement Protection Fund Grant
- H. Hills Pet Nutrition Food Shelter and Love Program
- I. Bid 2013-385 Carter Pest Control Agreement Renewal
- J. RFP 2014-230 City Attorney Contract Renewal

**XII. ITEMS FROM CONSENT AGENDA**

None

**XIII. CITIZENS INPUT**

Melani Lamar, Hutton Development thanked Commission and Staff for approving the agreement to bring the O'Reilly Store to Aztec.

#### **XIV. BUSINESS ITEM**

##### **A. Southside Water Users Agreement**

Josh mentioned that this agreement has been changed to reflect the same rate provided to Flora Vista Water Association and the agreement has been reviewed by City Attorney Larry Thrower. Mayor Pro-Tem Sipe asked how long the old agreement has been in place at the \$3.50/1000 gallons. The agreement has been in place since 2010. This agreement reduces the rate previously provided to Southside Water Users Association by \$1.20/1000 gallons. Based on historical purchases, this will result in reduced annual water revenues of \$26,000.

MOVED by Commissioner Rogers, SECONDED by Commissioner McClure to Approve Southside Water Users Agreement

#### **XV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

Josh passed out the 2015 Year In Reviews on what the City has accomplished this year to commission. He mentioned that he would like to schedule a retreat in April he will get an email out to commission to set the date. Josh mentioned that the Chamber Banquet will be April 30 and mentioned that it is a Wild West theme this year.

Mayor Burbridge mentioned that she will be attending the NMML District Meeting on March 23 in Grants. She will be attending 4CED meeting in the morning and they will be discussing what steps in finding a new CEO.

Mayor Pro-Tem Sipe mentioned that NMDOT will be holding a meeting tomorrow night at City Hall at 6:00pm to discuss NM HWY173 Navajo Dam Road. She mentioned that the MPO wants to put together a citizen advisory and would like to have citizens from all surrounding cities to join. She was questioned by a citizen if there was a street sign at Chamiza and Anazazi.

Commissioner Rogers mentioned that she will be attending San Juan Safe Communities meeting on Thursday and mentioned that she did not attend the San Juan County Commission Meeting by she said there was discussion on the contract between the County and the Navajo Nation on providing Fire Services.

Commissioner Randall thanked everyone for their support in Election and looks forward to being on the Commission.

Commissioner McClure mentioned that there is recycling at Roadrunner gas station. They accept all recycling.

**XVI. DEPARTMENT REPORTS**

Chief Heal mentioned that Chief's coffee will begin next Tuesday at 6:00pm at Police Department.

Kate Skinner updated commission on events at the Library.

**XVII. ADJOURNMENT**

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 7:29 pm.

\_\_\_\_\_  
Sally Burbridge, Mayor

ATTEST:

\_\_\_\_\_  
Karla Saylor, City Clerk

MINUTES PREPARED BY:

\_\_\_\_\_  
Karla Saylor, City Clerk

# Staff Summary Report

---

**MEETING DATE:** March 22, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (C)  
**AGENDA TITLE:** Travel Requests

---

**ACTION REQUESTED BY:** Administration, Commission, Police and Comm. Dev.  
**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. Three requests for travel had already occurred and the Administration, Commission and Police Dept. is requesting approval for travel on the date of this meeting; however, the remaining request are dated for future.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

## **FISCAL INPUT** (Finance Department)

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

---

**SUPPORT DOCUMENTS:** Travel Log March 22, 2016

---

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

---

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL  
MEETING DATE: MARCH 22, 2016**

<b>Dates of Travel</b>	<b>Department</b>	<b>Purpose of Travel/Location</b>	<b>Over-night</b>	<b>Out of State</b>	<b>Costs</b>	<b>Explanation of Cost</b>	<b>FY16 Budget Available</b>
03/17/16	Admin.	Self Insurers Fund Safety Training Santa Fe, NM.	No	No	36.00 235.19	Meal & Gratuity Allowance Reimb. rate/mile (fuel)	Yes
03/18-20/16	Commission	Newly Elected Official Institute Las Cruces, NM.	Yes	No	96.00 95.00 125.00 218.02	Meal & Gratuity Allowance Registration Estimate Cost for Fuel Lodging	Yes
03/21-22/16	Police	FBI UCR Training Santa Fe, NM.	Yes	No	50.40 65.00 112.52	Meal & Gratuity Allowance Estimate Cost for Fuel Lodging	Yes
03/23/16	Commission	District Meeting Grants, NM.	No	No	36.00 30.00 50.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel	Yes
04/19-22/16	Admin.	NMCFO Spring Meeting Albuquerque, NM.	Yes	Yes	108.00 200.00 60.00 302.20	Meal & Gratuity Allowance Registration Estimate Cost for Fuel Lodging	Yes
05/16-18/16	Comm. Dev.	2016 Governor's Conf. on Hospitality and Tourism Las Cruces, NM.	Yes	No	108.00 275.00 125.00 229.36	Meal & Gratuity Allowance Registration Estimate Cost for Fuel Lodging	Yes

# Staff Summary Report

---

**MEETING DATE:** March 22, 2016

**AGENDA ITEM:** IX. CONSENT AGENDA (D)

**AGENDA TITLE:** Volunteer Firefighters Annual PERA Report

---

**ACTION REQUESTED BY:** Kevin Simpson, Fire Chief

**ACTION REQUESTED:** Approve the Mayor's Signature on the Volunteer Firefighters Annual PERA Report

**SUMMARY BY:** Karla Sayler

---

## PROJECT DESCRIPTION / FACTS

- All affiliated Certified Volunteer Firefighter Departments must submit all required reports to the Public Employees Retirement Association by March 31, 2016 (deadline set by State Statute)
- The attached report shows the number of members with prior service reported for the year =8; New Member Enrollments=0; totaling 8 member volunteer firefighters reported for the year.

---

**SUPPORT DOCUMENTS:** 1) Reporting Guidelines  
2) Volunteer Firefighters Annual Report Form

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Mayor's Signature on the Volunteer Firefighters Annual Report

---





**PERA**

Public Employees  
Retirement Association  
of New Mexico

33 Plaza La Prensa, Santa Fe, New Mexico 87507  
(505) 476-9401 fax (505) 476-9300 voice  
(800) 342-3422 Toll-Free  
[www.nmpera.org](http://www.nmpera.org)

### Volunteer Firefighter Service Credit Qualification Record Form

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire Department Name: AZTEC FIRE DEPARTMENT  
PERA Number (5 digit number): 09813 Report Year: 2015

Vol. No.	Social Security Number (must be provided or no service will be credited)	Full Name of Volunteer (Provide address for each member)	New Member Y/N	Age of Vol.	Service Credit	
					Yes	No
1.	376-08-4566	David Barnett	N	30	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	441-62-9624	Linda Kennedy	N	58	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	449-15-6688	Jim Kennedy	N	58	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	521-98-1292	Karla Weaver	N	46	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	525-02-7211	Kevin Simpson	N	59	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	525-04-5987	Randy Martinez	N	57	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	525-27-5601	Theresa Simpson	N	51	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	585-40-2292	Jesse Russell	N	65	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.					<input type="checkbox"/>	<input type="checkbox"/>
10.					<input type="checkbox"/>	<input type="checkbox"/>

### Volunteer Firefighter Department Certification

(to be completed by the department fire chief or authorized person)

Signature: [Signature] Title: Chief Date: 3-9-16



**PERA**

Public Employees  
Retirement Association  
of New Mexico

33 Plaza La Prensa, Santa Fe, New Mexico 87507  
(505) 476-9401 fax (505) 476-9300 voice  
(800) 342-3422 Toll-Free  
[www.nmpera.org](http://www.nmpera.org)

**Volunteer Firefighters Retirement  
Contact Information for Online Reporting Form  
Attention: Volunteer Firefighter Program Administrator**

**SECTION A – CONTACT INFORMATION (COMPLETE ALL SECTIONS)**

1. Department Name: Aztec Fire Department

2. PERA Department Number: 09813

3. Contact Name: Kevin Simpson Last 4 Digits of SSN 7211

4. Contact Email Address: ksimpson@aztecnm.gov

5. Contact Telephone Number(s): 505-320-4687

6. Department Mailing Address: 201 W Chaco

City, State: Aztec, NM Zip Code: 87410

**SECTION B – AUTHORIZATION**

Name of Fire Chief (print): Kevin Simpson

Signature of Fire Chief: 

If you have already completed this form, you do not need to complete it again. Do not share your user ID and password with other people. A new form should be completed when a new person is doing the online reporting.

# Staff Summary Report

---

**MEETING DATE:** March 22, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (E)  
**AGENDA TITLE:** FY 2016 Street Maintenance – Crack Sealing

---

**ACTION REQUESTED BY:** Purchasing/Public Works  
**ACTION REQUESTED:** APPROVAL  
**SUMMARY BY:** William Watson / Kathy Lamb

---

## **PROJECT DESCRIPTION / FACTS** (Leading Department)

- There are multiple City Streets that have been identified in the 10 year street plan to be maintained with crack sealing.
- Crack sealing is the most effective street maintenance program because it blocks water from seeping through pavement cracks and settling in the roadbase below where it enters a freeze-thaw cycle causing pavement deterioration resulting in alligator cracking and potholes.
- This contract will complete crack sealing maintenance operation city-wide for 3 to 4 years. All streets shown as needing this maintenance on the Crack Seal Map of the 10-year Road Plan will be completed. Alligator cracking will not be sealed. This type of pavement deterioration is not repairable and must be replaced via patching or total pavement replacement.
- Crack sealing will take approximately 2 weeks and will be complete before June 1, 2016.

## **PROCUREMENT INPUT** (Purchasing)

- Dismuke Construction was awarded the state-wide crack sealing contract for NMDOT highways (price agreement 50-805-15-12689) from which the City may use the contractor without formal bids per state and city procurement policies. This price agreement expires April 8, 2016 but can be utilized if the City contracts with Dismuke Construction prior to the expiration date.
- The proposed contract costs for the east and west sides of the City are \$119,934 and \$96,898 totaling \$216,832 including GRT.

## **FISCAL INPUT** (Finance Department)

- The FY16 Adopted Annual Budget, Municipal Road Fund, Street Maintenance Services, includes sufficient funds for the approval of the Dismuke Construction crack seal proposals.

---

**SUPPORT DOCUMENTS:** Dismuke Construction Cost Proposals

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to APPROVE the FY 2016 Crack Sealing Maintenance to Dismuke Construction in the amount of \$216,832 including GRT and authorize the City Manager to execute the ensuing construction agreement.

---

**Dismuke Construction Company**

PO Box 30354, Station D

Albuquerque, NM 87190

(505) 884-1633

FX (505) 880-0391

March 9 2016

City of Aztec

610 Western Drive

Aztec, NM 87410

Phone, (505) 334-7660 Fax, (505) 334-7669

**Attention: William Watson, PE.**

Regarding: Asphalt Rubber Crack Sealing of Bituminous Pavement according to the State of New Mexico Crack Sealing-Hot Mix and Concrete Pavements, Price Agreement # 50-805-15-12689 Hot Poured sealant to meet M324 -04 and ASTM D6690-01 TYPE 1. Rout, Clean and Seal

Description

**West Side Locations**

Material in Pounds	61,000	x	\$1.27	\$77,470.00
Traffic control - hours	35	x	\$350.00	\$12,250.00
Mobilization (One Way)		x	\$20.00	\$0.00
<b>Sub-Total</b>				<hr/> \$89,720.00
Gross Receipts Tax San Jaun County (16-218)			8.0000%	\$7,178.00
Grand Total				<hr/> \$96,898.00

This is actual quantities.

Price includes routing, cleaning and sealing random cracks and edge joint with Rubber Asphalt Sealant.

Prices include all necessary clean up. Estimate does not include sealing

Alligator cracking. All workmanship, materials and traffic control will meet NMDOT

Specifications. If you have any questions, please call me at (505) ☎ (505) 362-5034

This estimate is accurate for 30 days.

Sincerely,

*Randy Carter*

Dismuke Construction

**Dismuke Construction Company**

PO Box 30354, Station D

Albuquerque, NM 87190

(505) 884-1633

FX (505) 880-0391

March 9 2016

City of Aztec

610 Western Drive

Aztec, NM 87410

Phone, (505) 334-7660 Fax, (505) 334-7669

**Attention: William Watson, PE.**

Regarding: Asphalt Rubber Crack Sealing of Bituminous Pavement according to the State of New Mexico Crack Sealing-Hot Mix and Concrete Pavements, Price Agreement # 50-805-15-12689 Hot Poured sealant to meet M324 -04 and ASTM D6690-01 TYPE 1. Rout, Clean and Seal

Description

**East Side Locations**

Material in Pounds	72,000	x	\$1.27	\$91,440.00
Traffic control - hours	45	x	\$350.00	\$15,750.00
Mobilization (One Way)	193	x	\$20.00	\$3,860.00
<b>Sub-Total</b>				<u>\$111,050.00</u>
Gross Receipts Tax San Jaun County (16-218)			8.0000%	\$8,884.00
Grand Total				<u>\$119,934.00</u>

This is actual quantities.

Price includes routing, cleaning and sealing random cracks and edge joint with Rubber Asphalt Sealant.

Prices include all necessary clean up. Estimate does not include sealing

Alligator cracking. All workmanship, materials and traffic control will meet NMDOT

Specifications. If you have any questions, please call me at (505) ☎ (505) 362-5034

This estimate is accurate for 30 days.

Sincerely,

*Randy Carter*

Dismuke Construction

# Staff Summary Report

---

**MEETING DATE:** March 22, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (F)  
**AGENDA TITLE:** Re-BID 15-0418 AZTEC REMOTE SCADA PROJECT  
Change Order #3 River Pump

---

**ACTION REQUESTED BY:** Finance Department, Public Works Department  
**ACTION REQUESTED:** APPROVAL  
**SUMMARY BY:** Kathy Lamb

---

## PROJECT DESCRIPTION / FACTS

- Water System SCADA (supervisory control and data acquisition) will provide the ability to communicate the status of equipment to the water treatment plant allowing plant operators to monitor and control facilities remotely. This project was awarded to Pillar Innovations in May 2015 and included:
  - Base Bid (Airport Booster Pump Station, Airport Concrete Tank, Oliver Pump Station, City Hall, Lower East Tank, Lower East Pump Station, Res #3 Pump Station, Water Plant, Blanco Tank, and West Tank)
  - Alternate #1: River Pump Station
  - Alternate #2: Ditch Pump Station
  - Alternate #3: Reservoir #3
- Two change orders previously approved expanding the facilities which will be included in the SCADA project (equipment and programming).
- Change order #3 extends the contract time by 120 days to August 1, 2016. The extension is necessary due to additional activities at water facilities which are not complete and does not allow Pillar Innovations to complete their contractual commitments in a timely manner.
  - Fiber extension to River Pump Station and Ditch Pump Station has been completed by the Electric Department. Fiber splicing has been scheduled and should be completed in April (work will be performed by Pillar Innovations under separate agreement).
  - Pump motor for Ditch Pump Station will be installed in April. SCADA testing at the ditch pump station cannot be completed until fiber complete and water is available in ditch.
  - A VFD (variable frequency drive) motor will be installed in the River Pump Station which will extend the life of the existing pumps. Quotes are currently being

solicited for the motor and it is anticipated the motor will not be available and installed until June after which SCADA programming and testing will be completed.

- Change Order #3 also increases the contract amount by \$4,615.00 to \$357,105.41
  - River Pump Station – VFD programming for SCADA, safety control and level sensing and will require the river pump to be unavailable for one 10 hour day. The level sensor will identify if sufficient water is available in the river to pump and will sense the water level in reservoir #1 to fill the reservoir. Reservoir #1 is not included in this project and will not be linked to system until reservoir is rebuilt (FY19 project).

## PROCUREMENT / PURCHASING

- ReBid 15-0418 was advertised on March 29, 2015, mandatory pre-bid meeting on April 13, 2015, and bids were opened on April 28, 2015. Two firms attended the mandatory pre-bid limiting bid acceptance to those firms. One contractor submitted a responsive bid on April 28, 2015. The Commission awarded the bid to Pillar Innovations May 12, 2015 which included the base bid plus all alternates.
- The bid documents identify the requirement of the sites identified in the base bid to be complete within 120 calendar days from the Notice to Proceed and Alternates 1, 2 and 3 to be complete within 165 calendar days from the Notice to Proceed. Notice to Proceed was issued June 22, 2015 with a completion date for the base bid of November 20, 2015 and all alternates by January 4, 2016.
- Change order #3 increases contract amount and time:
  - Base Bid: \$212,725.00
  - Alternates: \$ 84,607.00
  - Change Order #1 \$ 15,415.00
  - Change Order #2 \$ 39,743.41
  - Change Order #3 \$ 4,615.00
    - Total Contract \$357,105.41
  
  - Base Bid: 120 calendar days November 20, 2015
  - Alternates: + 45 calendar days January 4, 2016
  - Change Order #1 + 30 calendar days February 3, 2016
  - Change Order #2 + 60 calendar days April 3, 2016
  - Change Order #3 + 120 calendar days August 1, 2016

## FISCAL INPUT / FINANCE DEPARTMENT

- FY16 Adopted Budget, Joint Utility Fund, Water Treatment Plant, includes sufficient funds for the financial commitment if Change Order #3 is approved. The FY17 Adopted Budget may include a re-appropriation of funds from FY16 for the completion of the project.

---

**SUPPORT DOCUMENTS:** Re-Bid 15-0418 Change Order #3

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Re-Bid 15-0418, Change Order #3 to Pillar Innovations LLC in the amount of \$4,615.00 plus gross receipts tax and extend contract completion date by 120 calendar days.

---



### CONTRACT CHANGE ORDER

PROJECT: \_\_\_\_\_

CHANGE ORDER NO. \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FINANCE OFFICE NO. \_\_\_\_\_

\_\_\_\_\_

#### REVISED CONTRACT AMOUNT

- 1. Original Contract Amount ..... \$ \_\_\_\_\_
- 2. Previously Approved Change Orders ..... \$ \_\_\_\_\_
- 3. Amount of This Order Add (Deduct) ..... \$ \_\_\_\_\_
- 4. Total Revised Contract Amount ..... \$ \_\_\_\_\_

#### REVISED CONTRACT TIME

- 6. Original Contract Completion Date ..... \_\_\_\_\_ calendar days from notice to proceed
  - 7. Previously Approved Completion Date Change \_\_\_\_\_ calendar days from notice to proceed
  - 7. New Completion Date Due to this Change Order \_\_\_\_\_ calendar days from notice to proceed
- (Note: Items 2-5 Incl., to be filled in only if Change Order involves a monetary change.)

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

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

CHANGE ORDER ACCEPTED  
**PILLAR INNOVATIONS**

CHANGE ORDER APPROVED  
**CITY OF AZTEC**

BY \_\_\_\_\_

BY: \_\_\_\_\_

DATE \_\_\_\_\_

DATE: \_\_\_\_\_

CHANGE ORDER RECOMMENDED  
**CHC ENGINEERS**

BY \_\_\_\_\_

DATE \_\_\_\_\_



# Pillar<sup>LLC</sup> INNOVATIONS

164 Corporate Drive PO Box 550  
Grantsville, MD 21536  
TELEPHONE: 301-245-4007  
FAX: 301-245-4009

9844 Hedden Road  
Evansville, IN 47725  
TELEPHONE: 814-474-9080  
FAX: 814-474-9082

104 Corporate Drive  
Morgantown, WV 26501  
TELEPHONE: 304-983-8900  
FAX: 304-983-8905

4970 Teays Valley Road Suite K  
Charleston, WV 25560  
TELEPHONE: 304-755-9501  
FAX: 304-755-9502

24 County Road 1956 • Farmington, NM 87401-3874

TELEPHONE: 505.326.7600 • FAX: 505.326.3233

# PROPOSAL

SUBMITTED TO:		JOB DESCRIPTION:	
City of Aztec		Date:	March 15, 2016
		Job:	Programming Addition – VFD
		Location:	River Pump Station
Attn:	Kathy Lamb	Quotation #:	Q300412A
Phone:	505-334-7653	Fax:	
		Email:	KLamb@AztecNM.gov

**We Hereby Submit** specifications and estimates for the following:

Provide programming services to allow for VFD functionality at the River Pump Station.

- Proposal price does not include hardware updates to the current system.

*Note: Price based on having the River Pump available during one 10 hour work outage during a Monday – Thursday timeframe.*

**TOTAL PRICE: \$1,365.00**

Payment to be made as follows: \_\_\_\_\_ Net 30 days

**Note: Price quoted does not include any applicable tax due to contractor or owner.**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner shall maintain insurance in customary amounts to cover the work. Our workers are fully covered by workmen's compensation insurance.

**Contact Person:** Brandy Edwards

**Authorized Signature:** *Brandy Edwards*

**Name - Title**

<p align="center"><b>Acceptance of Proposal</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date Accepted: _____</p>	Signature _____
	Signature _____

**Note: This proposal may be withdrawn if not accepted within 30 days.**



# Pillar <sup>LLC</sup> INNOVATIONS

164 Corporate Drive PO Box 550  
Grantsville, MD 21536  
TELEPHONE: 301-245-4007  
FAX: 301-245-4009

9844 Hedden Road  
Evansville, IN 47725  
TELEPHONE: 814-474-9080  
FAX: 814-474-9082

104 Corporate Drive  
Morgantown, WV 26501  
TELEPHONE: 304-983-8900  
FAX: 304-983-8905

4970 Teays Valley Road Suite K  
Charleston, WV 25560  
TELEPHONE: 304-755-9501  
FAX: 304-755-9502

24 County Road 1956 • Farmington, NM 87401-3874

TELEPHONE: 505.326.7600 • FAX: 505.326.3233

# PROPOSAL

<b>SUBMITTED TO:</b>		<b>JOB DESCRIPTION:</b>	
City of Aztec		<b>Date:</b>	March 16, 2016
		<b>Job:</b>	Level Sensor Material and Safety Control
		<b>Location:</b>	River Pump Station
<b>Attn:</b>	Kathy Lamb	<b>Quotation #:</b>	Q300412B
<b>Phone:</b>	505-334-7653	<b>Email:</b>	KLamb@AztecNM.gov
	<b>Fax:</b>		

**We Hereby Submit** specifications and estimates for the following:

Provide material, labor and programming services for level sensing and VFD safety control.

- Proposal price includes:
  - Rosemount Ultrasonic Level Transmitter with mounting bracket
  - Labor and material to mount the level transmitter
  - Conduit and wire for PLC integration
  - Programming of PLC program and HMI display

Material Costs: \$1,675.00  
Labor and Programming Costs: \$1,575.00

*Note: Price based on having the River Pump Station available during one 10 hour work outage during a Monday – Thursday timeframe.*

**TOTAL PRICE: \$3,250.00**

Payment to be made as follows: \_\_\_\_\_ Net 30 days

**Note: Price quoted does not include any applicable tax due to contractor or owner.**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner shall maintain insurance in customary amounts to cover the work. Our workers are fully covered by workmen's compensation insurance.

**Contact Person:** Brandy Edwards

**Authorized Signature:** *Brandy Edwards*

**Name - Title**

<b>Acceptance of Proposal</b>	Signature _____
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature _____
Date Accepted: _____	<b>Note: This proposal may be withdrawn if not accepted within 30 days.</b>

# Staff Summary Report

---

**MEETING DATE:** March 22, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (G)  
**AGENDA TITLE:** Resolution 2016-991 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 adult and youth books, several DVDs and music CDs.
- Approved library 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

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

---

**SUPPORT DOCUMENTS:** Resolution 2016-991  
Surplus List

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2016-991 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

---

**RESOLUTION 2016-991  
LIBRARY SURPLUS LIST**

**Juvenile Non-fiction**

Australia	Countries of the World
Panama	Countries of the World
Egypt	Countries of the World
Turkey	Countries of the World
Iran	Countries of the World
Saudi Arabia	Countries of the World
Taiwan	Countries of the World
Finland	Countries of the World
Germany	Countries of the World
Ireland	Countries of the World
Canada	Countries of the World
Cuba	Countries of the World
Israel	Countries of the World
Poland	Countries of the World

**Adult Non-fiction**

Reptiles	Taylor, Barbara
College football	
CDL test preparation guide	Adams, Alice
The complete book of arts and crafts	
Roadside New Mexico	Pike, David
Antiques & collectibles 2012	Moran, Mark F.
Kovels' antiques and collectibles 2012	Kovel, Terry

RESOLUTION 2016-991  
LIBRARY SURPLUS LIST

## Easy Fiction

How the Easter bunny saved christmas	Anderson, Derek
I love my little one	

## Adult Fiction

One door away from heaven	Koo
Hearts in Atlantis	King, Stephen
Comanche moon	McMurtry, Larry
Desperation	King, Stephen

## YA Fiction

May	Lasky, Kathryn
Gifts	Le Guin, Ursula K.
Hold still	LaCour, Nina
voices	Le Guin, Ursula K.
This strange new feeling	Lester, Julius
Son of the mob	Korman, Gordon
Son of the mob: Hollywood hustle	Korman, Gordon
The disreputable history of Frankie Landau-Banks	Lockhart, E.
Black duck	Lisle, Janet Taylor
Monster hunter	Lorey, Dean
Rotters	Karus, Daniel
Hannah	Lasky, Kathryn
Summer ball	Lupica, Mike
Absolutely, Positively not	Larochelle, David
The sons of liberty	Lagos, Alexander
Troubling a star	L'Engle, Madeleine
Magic and misery	Marino, Peter
Skeeter's dream	Manley, Candace
Pendragon	MacHale, D.J.
Dark solstice	Llewellyn, Sam
The well between the worlds	Llewellyn, Sam
Icefall	Kirby, Matthew J.
Freaks alive on the inside	Klause, Annette curtis
My most excellent year	Kluger, Steve

# CITY OF AZTEC RESOLUTION 2016-991

**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 22nd day of March, 2016.

\_\_\_\_\_  
MAYOR SALLY BURBRIDGE

ATTEST:

\_\_\_\_\_  
CITY CLERK KARLA SAYLER

# Staff Summary Report

---

**MEETING DATE:** MARCH 22, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (H)  
**AGENDA TITLE:** Resolution 2016-992 Authorizing Signatures for City Accounts

---

**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approve Resolution 2016-992 Authorizing Signatures for City Accounts  
**SUMMARY BY:** Kris Farmer

---

## PROJECT DESCRIPTION / FACTS

- Resolution 2016-992 updates the list of persons authorized to sign on City accounts with respect to the results of the municipal election on March 1, 2016, and organizational meeting of the commission on March 8, 2016.
- Payments exceeding \$5,000 require the approval of three (3) authorized signatories (any combination).
- New investments will require new signature cards to be executed at the time of the investment.
- Signature cards to be executed specific to this resolution
  - Citizens Bank Operating Account (primary account for city transactions)
  - Citizens Bank SWEEP Account (overnight investment account)
  - Citizens Bank CDBG Account (specific to CDBG grant funds)
  - Citizens Bank Certificate of Deposits (existing)
  - NM Local Government Investment Pool (LGIP)
  - Vectra Bank
  - Four Corners Community Bank
  - Wells Fargo Bank
  - Bank of America

## PROCUREMENT / PURCHASING

None

## FISCAL INPUT / FINANCE DEPARTMENT

None

---

**SUPPORT DOCUMENTS:** Resolution 2016-992

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2016-992 Authorizing signatures for City Accounts

---

**CITY OF AZTEC  
RESOLUTION 2016-992**

**AUTHORIZING SIGNATURES FOR CITY ACCOUNTS**

**WHEREAS**, the City Commission of the City of Aztec, New Mexico, is authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

**WHEREAS**, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of Aztec, New Mexico, the Citizens Bank, Aztec, New Mexico, Bank of America, Farmington, New Mexico, Four Corners Community Bank, Aztec, New Mexico, Wells Fargo Bank, Aztec, New Mexico, Local Government Investment Pool (LGIP), State of New Mexico, Vectra Bank, Farmington, New Mexico and Bank of the Southwest, Farmington, New Mexico, be designated as depositories of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require two (2) of the following persons:

Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

**BE IT FURTHER RESOLVED**, by the City Commission of the City of Aztec, New Mexico that all checks, drafts, notes or orders drawn against the City accounts in amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

**BE IT FURTHER RESOLVED**, by the City Commission of the City of Aztec, New Mexico that all time certificates of deposit and pooled investment accounts withdrawals or transfers shall require three (3) signatures and the following are hereby authorized to sign and countersign:

Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem

Austin R Randall  
Sheri L Rogers  
Katee McClure

Commissioner  
Commissioner  
Commissioner

**PASSED, APPROVED AND ADOPTED** this 22<sup>th</sup> day of March 2016.

City of Aztec

\_\_\_\_\_  
Sally Burbridge, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk, Karla H. Sayler

# Staff Summary Report

---

**MEETING DATE:** MARCH 22, 2016

**AGENDA ITEM:** IX. CONSENT AGENDA (I)

**AGENDA TITLE:** Resolution 2016-993 Authorizing Signatures for Municipal Court Cash Bond Checking Account

---

**ACTION REQUESTED BY:** Finance Department

**ACTION REQUESTED:** Approve Resolution 2016-993 Authorizing Signatures on City of Aztec Municipal Court Cash Bond Checking Account

**SUMMARY BY:** Kris Farmer

---

## PROJECT DESCRIPTION / FACTS

- Resolution 2016-993 updates the list of persons authorized to sign on City of Aztec Municipal Court Cash Bond Checking account with respect to the results of the municipal election on March 1, 2016, and organizational meeting of the commission on March 8, 2016.
- For internal control purposes, the TWO (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5,000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account, this will also allow extra signers, in the event that authorized signers were not available, except from the same department.

## PROCUREMENT / PURCHASING

None

## FISCAL INPUT / FINANCE DEPARTMENT

None

---

**SUPPORT DOCUMENTS:** Resolution 2016-993

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2016-993 Authorizing signatures on City of Aztec Municipal Court Cash Bond Checking Account

---

**CITY OF AZTEC  
RESOLUTION 2016-993**

**Authorizing Signatures for Municipal Court Cash Bond Checking Account**

**WHEREAS**, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

**WHEREAS**, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the Municipal Court Cash Bond Checking Account at Citizens Bank, New Mexico, N.A.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of Aztec, New Mexico, that the City of Aztec Municipal Court Cash Bond checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons: For internal control purposes, the combination of signatures, no two signatures can be from the same department.

Carlton Gray	Municipal Judge
Theresa Bounds	Court Administrator
Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director

**BE IT FURTHER RESOLVED**, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

**PASSED, APPROVED AND ADOPTED** this 22<sup>th</sup> day of March 2016.

City of Aztec

---

Sally Burbridge, Mayor

ATTEST:

---

City Clerk, Karla H. Sayler

# Staff Summary Report

---

**MEETING DATE:** MARCH 22, 2016  
**AGENDA ITEM:** IX. CONSENT AGENDA (J)  
**AGENDA TITLE:** Resolution 2016-994 Authorizing Signatures on Motor Vehicle Department Checking Account

---

**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approve Resolution 2016-994 Authorizing Signatures for City of Aztec Motor Vehicle Department Checking Account  
**SUMMARY BY:** Kris Farmer

---

## PROJECT DESCRIPTION / FACTS

- Resolution 2016-994 updates the list of persons authorized to sign on City of Aztec Motor Vehicle Department Checking account with respect to the results of the municipal election on March 1, 2016, and organizational meeting of the commission on March 8, 2016.
- For internal control purposes, the Two (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5,000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account this will also allow extra signers, in the event that authorized signers are not available, except from the same department.

## PROCUREMENT / PURCHASING

None

## FISCAL INPUT / FINANCE DEPARTMENT

None

---

**SUPPORT DOCUMENTS:** Resolution 2016-994

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2016-994 Authorizing signatures on City of Aztec Motor Vehicle Department Checking Account

---

**CITY OF AZTEC  
RESOLUTION 2016-994**

**Authorizing Signatures for Motor Vehicle Department Bank Account**

**WHEREAS**, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

**WHEREAS**, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the City Motor Vehicle Department checking account at Wells Fargo Bank, New Mexico, N.A.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of Aztec, New Mexico, that the City of Aztec Motor Vehicle Department checking account with Wells Fargo Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons:

Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director
Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

**BE IT FURTHER RESOLVED**, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

**PASSED, APPROVED AND ADOPTED** this 22<sup>th</sup> day of March 2016.

City of Aztec

---

Sally Burbridge, Mayor

ATTEST:

---

City Clerk, Karla H. Sayler

# Staff Summary Report

---

<b>MEETING DATE:</b>	March 22, 2016
<b>AGENDA ITEM:</b>	IX. CONSENT AGENDA (K)
<b>AGENDA TITLE:</b>	FY17 Municipal Fire Protection Fund Distribution Application

---

<b>ACTION REQUESTED BY:</b>	Kevin Simpson, Fire Chief
<b>ACTION REQUESTED:</b>	Approval of FY17 Municipal Fire Protection Fund Distribution Application
<b>SUMMARY BY:</b>	Kathy Lamb

---

## PROJECT DESCRIPTION / FACTS

This application is required to participate in the distribution of the Municipal Fire Protection Fund for the 2017 fiscal year and is due to the State on or before April 30, 2016.

## PROCUREMENT / PURCHASING

N/A

## FISCAL INPUT / FINANCE DEPARTMENT

This Municipal Fire Protection Fund is identified as the State Fire Fund in the City's financial structure. The funds distributed to the City are restricted in their use and provide for operations of the Fire Department as well as for capital purchases of fire equipment.

---

<b>SUPPORT DOCUMENTS:</b>	FY2017 Municipal Fire Protection Fund Distribution Application
---------------------------	--

---

<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to Approve the New Mexico State Fire Marshal's Office Fiscal Year 2017 Municipal Fire Protection Fund Distribution Application
---	---

---

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, VICE CHAIR  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIE ESPINOZA, CHAIR  
DISTRICT 4 LYNDA LOVEJOY  
DISTRICT 5 SANDY JONES



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

## STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal  
1-800-244-6702 (In-state only)  
(505) 476-0174  
Fax: (505) 476-0100

## INTERIM ACTING CHIEF OF STAFF

Andrea Delling

## NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2017 MUNICIPAL FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2017 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2016.**

FIRE DEPARTMENT Aztec

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

ISO CLASSIFICATION: 4

### Approved number of Sub Stations is 1

Station 3	2435 W. Aztec Blvd.	Aztec	NM	87410
-----------	---------------------	-------	----	-------

### Approved number of Main Stations is 2

Station 2	800 Airport Drive	Aztec	NM	87410
-----------	-------------------	-------	----	-------

Same As Above

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

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

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2016. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2017 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY' 16 to FY' 17. \$202,900 Light Rescue Unit, PO #2016-368 issued 12/22/15, anticipated delivery August 2016

\$479,098 E-One RM Pump Truck, PO #2016405, issued 1/21/2016, anticipated delivery October 2016; Total \$681,998

\*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ \$681,998

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

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

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

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

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

<b><i>Name:</i></b>	<b><i>Email:</i></b>	<b><i>Phone:</i></b>
<u>1.</u> Kevin Simpson	<u>ksimpson@aztecm.gov</u>	<u>505-320-4687</u>
<u>2.</u> Theresa Simpson	<u>tsimpson@aztecm.gov</u>	<u>505-330-7176</u>

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

**Signed and submitted on this** 22nd **day of** March **2016.**

<u>Sally Burbridge</u>	<u>/S</u>
Printed Name	and Signature of Mayor
<u>Kevin Simpson</u>	<u>/S</u>
Printed Name	Signature of Fire Chief

# Staff Summary Report

---

<b>MEETING DATE:</b>	22 March 2016
<b>AGENDA ITEM:</b>	IX. BUSINESS ITEM (A)
<b>AGENDA TITLE:</b>	Aztec Municipal Golf Course Clubhouse Contract

---

<b>ACTION REQUESTED BY:</b>	Joshua W. Ray, City Manager
<b>ACTION REQUESTED:</b>	Approval of Aztec Municipal Golf Course Clubhouse Contract
<b>SUMMARY BY:</b>	Joshua W. Ray, City Manager

---

## **PROJECT DESCRIPTION / FACTS** (Leading Department)

Aztec Municipal Golf Course is beginning year 2 of operations and has explored ways to make the course more effective and efficient. Currently, the City operates the clubhouse using one full-time employee (half of the employee is paid for by AMGC and half by the Parks Department), part-time staff, and seasonal employees. In addition, the City contracts with Ruby's in the Valley to provide the snack bar operations in exchange for 10% of the total revenues generated.

The City issued a RFP (request for proposals) for the operations of the clubhouse and snack bar. We received two proposals in response to the RFP. The City negotiated with the first individual but was unable to reach an agreement by the agreed upon time (City staff had two meetings with this individual). City staff then began negotiations with the second individual and was able to reach an agreement.

This proposal includes a contract amount for the operator (equal to the budgeted personnel line item for clubhouse staff) of \$40,000, 30% of alcohol revenues to be paid to the City, 20% of food revenues to be paid to the City, and 25% of all pro shop revenues paid to the City. There are other items included in the contract as well as performance incentives to bring in new memberships and additional revenues.

The previous snack bar agreement with Ruby's in the Valley provided 10% of total revenues paid back to the City and resulted in less than \$6,000 in revenues (most of this time was during the period when the City did not have the liquor license at AMGC). This agreement requires the snack bar facility and the clubhouse to be open 7 days a week during the posted hours of operation (excluding any scheduled holidays).

Revenue projections for AMGC pro shop and snack bar are estimated to be \$40,000 for the year, excluding special events. With the additional tournaments and events, we could expect this number to increase throughout the year.

If approved by Commission, this contract will go into effect 1 April 2016 and the previous contract with Ruby's in the Valley will be terminated.

---

<b>SUPPORT DOCUMENTS:</b>	Approval of Aztec Municipal Golf Course Clubhouse Contract
---------------------------	--

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the contract with Ruby In the Valley, represented by Randy Hodge, to operate the clubhouse and snack bar at the Aztec Municipal Golf Course.

---

CITY OF AZTEC  
OPERATING AGREEMENT  
FOR GOLF COURSE MANAGEMENT

This agreement for services is by and between the **City of Aztec** (hereinafter called "**City**"), and **RUBY'S IN THE VALLEY** (hereinafter called "**Contractor**").

**WHEREAS** The City wishes to engage the contractor to provide management services for operation of the Aztec Municipal Golf Course on a management fee basis.

**NOW THEREFORE** the parties do mutually agree as follows:

**1. SCOPE OF WORK**

The City agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed in RFP 2016-550 Aztec Municipal Golf Course Management and included as Exhibit "A".

**2. TIME OF PERFORMANCE**

The contract shall have an initial one (1) year term with possible additional terms negotiated for a total of a five-year (5) year contract. Services of the Contractor shall commence on **APRIL 1, 2016** and complete on **MARCH 31, 2017**. Such services shall be continued in such sequences as to assure their relevance to the purposes of this Contract. However, it is understood that this Contract cannot be extended beyond a five (5) year term.

**3. ACCESS TO INFORMATION**

It is agreed that all information, data, reports, records, maps, etc. as are existing, available and necessary for the carrying out of the work outlined in this Agreement, shall be furnished to the Contractor by the City and its agencies. No charge will be made to the Contractor for such information and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Agreement.

**4. COMPENSATION AND METHOD OF PAYMENT**

The compensation package is based on the proposed and agreed upon compensation provided in the RFP and included as Exhibit "B".

**5. OWNERSHIP OF DOCUMENTS**

All documents prepared as a part of this Agreement, including original drawings estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents

**6. SUPERVISION**

The Contractor shall report and take direction from the City Parks and Recreation Director.

**7. CLAIMS**

The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses and costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City of any other group. The Contractor also agrees to pay any and all claims for wages and benefits for any employees hired by the Contractor.

**8. NO AGENCY RELATIONSHIP CREATED**

No agency relationship is created by the formation of the contract. The Contractor shall not be considered an express or implied agent of the City. The Contractor shall not bind the City to any contracts with third parties and will not name the City as a party to a contract with a third party without the express written consent of the City. Further, in the event the Contractor, in his individual capacity, contracts with a third party, the Contractor shall specifically advise said third party that the Contractor is not acting as an agent of the City.

**9. BRIBES, GRATUITIES AND KICKBACKS**

Pursuant to SS13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including SS30-41-1 through SS30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities and violation off which constitutes a felony. Further, the Procurement Code (SS13-1-28 through SS13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

**10. ADDRESS OF NOTICES AND COMMUNICATIONS**

**CITY:** City of Aztec  
Purchasing Office  
201 W Chaco  
Aztec, NM 87401

**CONTRACTOR:** **Randy Hodge**  
**Ruby's In the Valley**  
**1901 W Aztec Blvd**  
**Aztec NM 87401**

## 11. CAPTIONS

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determine its interpretation or application.

## 12. TERMS AND CONDITIONS

- a) **Termination of Contract for Cause** - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
  1. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.
- b) **Termination for Convenience of the City** - The City or the Contractor may terminate this Agreement at any time by giving at least ninety (90) days notice in writing to the Contractor. If the Agreement is terminated as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Contractor, paragraph 12a), hereof relative to termination shall apply.
- c) **Changes** - The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
- d) **Personnel** -
  1. The Contractor represents that he/she, or will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of nor have any Agreemental relationship with the City. Such personnel shall be compensated solely by the Contractor.

2. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder as approved by the City shall be specified by written subcontractor and shall include each provision of this Agreement in said subcontract.
- e) **Assignability** - The Contractor shall not assign any interest in this contract (whether by assignment or notation), without the prior written consent of the City. However, claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- f) **Reports and Information** - The Contractor shall on a monthly basis provide a report to the Advisory Board and City Manager. Said report shall provide the information in Exhibit "C" and which may be modified by the City Parks and Recreation Director at his/her discretion so long as the information pertains to the work or services undertaken pursuant to this Agreement. Said reports shall include but not limited to a Gross Receipts Tax (GRT) Report which shall describe in detail the amount of GRT the Contractor has paid in the previous month or reporting period. The costs and obligations incurred or to be incurred in connection with the reports and information required herewith, are the responsibility of the Contractor.
- g) **Records and Audits** - The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted in writing by the City.
- h) **Findings Confidential** - All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- i) **Copyright** - No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- j) **Compliance with Local Laws** - The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in

performing any of the work embraced by this Agreement.

k) **Equal Employment Opportunity** - During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
3. The Contractor will cause the foregoing provisions to be inserted in all subAgreements for any work covered by this Agreement so that such provisions will be binding upon each subagreementor, provided that the foregoing provisions shall not apply to Agreements or subagreements for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (a) through (g) in every

subagreement or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subagreement or vendor. The Contractor will take such action with respect to any subagreement or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for non-compliance.

- l) **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- m) **Interest of Members of the City** - No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Contractor shall take appropriate steps to assure compliance.
- n) **Access to Records** - The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts transcriptions or copies. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
- o) **Right of Inspection** - The City shall retain the right to inspect work in progress at any time during the term of the contract.
- p) **Compliance with all Federal Work Standards** - The Contractor shall cooperate and coordinate its activities with the City to provide the training to ensure that the Golf Course employees comply with all federal work standards including OSHA standards.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date set forth above.

By: \_\_\_\_\_  
Sally Burbridge, Mayor

Date: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Karla Saylor City Clerk CMC

Date: \_\_\_\_\_

APPROVED TO FORM:

\_\_\_\_\_  
Larry T. Thrower, City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
NM Taxpayer Identification Number

\_\_\_\_\_  
Federal Taxpayer Identification or  
Social Security Number

## EXHIBIT A: SCOPE OF WORK

### **DESCRIPTION OF PROJECT**

The City is seeking an Operator that has experience and knowledge in operating golf course Pro shops, clubhouses, driving ranges and snack bars, is financially stable, and shows strength in customer service commitment and employee performance. As consideration for entering the Operating Agreement, the successful bidder will receive annual compensation as identified in Exhibit B.

The successful bidder will also be responsible for the collection and remittance of all course fees due, prepare daily revenue reports and make deposits per City Policy. It is the goal of the City to continue the safe and efficient operation of the Golf Course Property. The successful bidder will have daily control over the Golf Course Pro shop, clubhouse, snack bar and driving range and will be responsible for their full time operation and daily general maintenance of the Pro shop, clubhouse and snack bar.

The City will be responsible for the structural maintenance of all buildings including the roof, sewer and heating/cooling equipment associated with the buildings. The City will retain responsibility for the operation and maintenance of the golf course grounds.

The successful bidder will be responsible to maintain all appliances and equipment located within the Pro shop and snack bar in good repair and appearance.

### **DUTIES AND REQUIREMENTS:**

1. Supervision of the starting of play by golfers
2. Collection and remittance of greens fees, cart fees, membership fees and tournament fees due the City per City of Aztec policy.
3. Provision of rental equipment, (i.e. pull carts, clubs)
4. Deliver carts to starting area; return carts to storage area each evening; clean carts; Coordinate cart maintenance with Superintendent; account for all carts at end of the day; collection of fees for use of carts.
5. Supervision of play on the course (rangers).
6. Competent golf instruction for a variety of skill levels.
7. Provision of supplies in the Pro shop.
8. Provision of range balls (when applicable).
9. Maintenance of handicapping system
  - a. Keep accurate records so that handicaps may be computed on a regular basis; record changes requested by users on required forms; and administer USGA Handicap Rules & regulations.
10. Hiring and supervision of all necessary staff to accomplish duties in the Pro Shop, snack bar, clubhouse and golf course play procedures.
11. Enforcement of all rules and regulations relative to the golf course.

12. Operate and maintain a reputable pro shop and practice range (when applicable)
  - a. Maintain the Pro Shop in a clean, presentable, and well stocked condition; keep the Pro Shop open during normal hours of operation; keep knowledgeable staff on hand to help until all bags and carts have been returned each day and play is finished.
  - b. Provide range balls that are in a reasonable condition for rental; develop convenient system for dispensing and collecting range balls; keep range tee area neat (when applicable)
13. Maintain a close professional relationship with the City Parks and Recreation Director.
14. Promote, organize and operate golf tournaments
  - a. Tournaments - Meet with sponsors for the purposes of planning and implementing the details of the tournament, including but not limited to; securing carts, assigning starting times, assigning carts, preparing scorecards and scoring sheets, keep the tournament and field on starting times, keep players moving, record scores, determine winners, be available for rules decisions.
15. Coordinate with private groups for golf tournaments
16. Actively promote golf through clinics, films, educational seminars, etc.
17. Actively promote the Junior Golf Program and the San Juan County First Tee Program
  - a. Prepare and plan Junior golf programs, clinics and junior tournaments.
  - b. Provide an active program to assist the High School Golf Team to improve and grow their programs by working directly with the coach. This will include free play during the Golf Seasons (Spring and Fall). Golf Team will coordinate tee times as not to disrupt Golf Course Operations.
18. Meet with and provide input to the Aztec Municipal Golf Course Association.
19. Operate the bar and restaurant in the clubhouse.
  - a. Maintain a clean, efficient, and sanitary operation with a variety of food and beverage choices to suit a variety of customers.
20. Maintain the pro shop and clubhouse facilities and restrooms in a clean and sanitary manner. Provide all the necessary cleaning supplies and equipment to maintain the facilities according to Aztec General Services Department standards.
21. Maintain all necessary licenses, permits, and certifications
22. May provide other services which are closely connected to the playing of golf
23. Aggressive marketing of the Golf Course and it's amenities.

#### **LEASE OF ALCOHOLIC BEVERAGE LICENSE**

1. The City agrees to lease its governmental license to sell alcoholic beverages at the Course during the term of the Agreement. The qualified bidder agrees to terms and conditions as may be set forth in law and regulation including, but not limited to those promulgated by the Alcohol and Gaming Division, Department of Regulations and licensing, State of New Mexico. The qualified bidder agrees and warrants that during the term of the Agreement it will not give authority to other parties to sell alcoholic beverages from anywhere on the course.

2. Operator will be required to obtain liquor liability coverage.

## **HOURS OF OPERATION**

1. The primary operating period shall be daily, daylight to dusk, seven days per week, weather permitting. The golf course schedule may be adjusted during the months of November through March, if the use of the golf course may cause damage to the greens, tees, or other turf areas. Changes to the operating schedule can be made only with the written approval of the City of Aztec.
2. The restaurant and bar will have the same hours of normal operation as the golf course, except the service of liquor as restricted by State Statutes.

## **UTILITIES**

Existing utilities: telephone, internet, electric, gas, water, sewage/garbage, and cable will remain with the City. Expansion of or additional utilities will be coordinated with the City and may be the responsibility of the management firm.

## **INSURANCE REQUIREMENTS**

1. Commercial General Liability insurance with not less than the following limits shall be provided by the Management firm:
  - a. General aggregate: \$1,000,000.
  - b. Completed operation aggregate\$1,000,000.
  - c. Personal and advertising- injury \$1,000,000 each occurrence.
  - d. Fire damage: \$1,000,000: Medical expense\$5,000.

NOTE: All coverage described above will be obtained by the successful proposer at his/her cost.

2. Workers compensation insurance shall be required under the Laws of the State of New Mexico.
3. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:
  - a. Bodily injury: \$1,000,000 per person \$1,000,000 per accident.
  - b. Property damage: \$500,000 per accident

## **RECORDS AND AUDITS**

The management firm shall submit a detailed description of the method to be used to insure the accountability for all revenues generated at the golf course, which method is subject to review by the City. The management firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants

and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City. The management firm shall submit at the end of each year a certified, audited annual report, or as required by the City, a profit and loss statement of operations under the Terms of the Contract.

**EXHIBIT B: COMPENSATION AND METHOD OF PAYMENT**

**A. COMPENSATION**

1. **Annual Contract Compensation:** \$40,000 (not a city employee and not entitled to similar benefits).
2. **Employees:** City will provide the equivalent of one (1) part-time employee, 20 hours, to work in the clubhouse. The employee will be a full-time employee of the City of Aztec and will work Monday-Friday from 8:00 a.m. - 5:00 p.m. Hours worked in clubhouse exceeding 20 which result in overtime for the employee will be billed at the city cost for the employee’s overtime compensation.
3. **Pro Shop:** 25% of net merchandise sales (excluding tax) with Ruby’s In The Valley assuming all responsibility and risk for the pro shop. Existing inventory, as of April 1, 2016, will be inventoried and sold to Ruby’s In The Valley at cost to the City of Aztec.
4. **Food:** The City shall receive 20% of all food sales (excluding tax)
5. **Alcohol:** The City shall receive 30% of all alcohol sales (excluding tax)
6. **Driving Range:** The City shall receive 50% of all driving range sales (excluding tax)
7. **Lessons/Clinics:** The City shall receive 0% of all individual and group lessons.
8. **Memberships:** Contractor shall receive 10% of all new memberships (greens fee & cart, excluding tax) created while operating the clubhouse.
9. **Tournaments:** Contractor shall receive the following for all new tournaments created while operating the clubhouse:

<u>Players</u>	<u>Amount</u>
1-25	\$100
26-50	\$200
51 plus	\$300

10. **Special Events:** Contractor shall pay the City \$30 per hour for all non-golf related special events that will be held at the Golf Course. Any fees above that shall be retained by the contractor.

**B. METHOD OF PAYMENT**

Annual Compensation, Paid to Ruby’s In The Valley	Monthly, by the 10 <sup>th</sup> of the month
City Direct Revenues, Sales percentages	Weekly

Ruby’s In The Valley is responsible for the establishment of Point of Sale system for the collection and remittance of all revenues, preparation of revenue reports, and weekly remittance to the City. It is the goal of the City to continue the safe and efficient operation of the Golf Course Property. Ruby’s In The Valley will have daily control over the Golf Course Pro shop, clubhouse, snack bar and driving range and will be responsible for their full time operation and daily general maintenance of the Pro shop, clubhouse and snack bar.

# Staff Summary Report

---

**MEETING DATE:** March 22, 2016  
**AGENDA ITEM:** XIII. LAND USE HEARING (A)  
**AGENDA TITLE:** 2016-018 - Zone Change at 119 S. Church Avenue, from O-1 Office-Institutions to C-1 Commercial -Limited.

---

**ACTION REQUESTED BY:** Aztec City Commissioners  
201 W. Chaco Street  
Aztec, NM 87410

**ACTION REQUESTED:** Zone Change at 119 S. Church Avenue, from O-1 Office Institutions to C-1 Commercial -Limited.

**SUMMARY BY:** William M. Homka AICP, CFM

---

## PROJECT DESCRIPTION / FACTS

### Parcel Information:

Zoning: O -1 Office - Institutions

Dimensions: About 100' x 140'  
Total lot area = 14,000 sq. ft.

Area: 0.32 acres

Owner: City of Aztec (via Lease Purchase)  
201 W. Chaco St.  
Aztec, NM 87410

Aztec Presbyterian Church  
205 N. Church Ave.  
Aztec, NM 87410

Floodplain Area: No

Access: Public roadway frontage on  
S. Church Ave. and W. Chaco St.

This request was initiated by the Aztec City Commission by Resolution 2016-985 that was passed at its regular meeting on January 12, 2016. For the past year the City of Aztec (City) has been working to develop a Center for Business Development and Incubation (The HUB). In December 2015 the City Commission entered into a lease-purchase agreement with the Aztec

Presbyterian Church (Church), owners of the building at 119 S. Church Avenue, to begin developing The HUB at this location.

The site is on the opposite side of the alleyway from Rubia's Restaurant, which is zoned C-1 Commercial Limited. Parcels situated across W. Chuska are zoned R-1 Single Family Residential; parcels across S. Church are zoned O-1 Offices - Institutions, and those immediately adjacent/north of the site are also zoned O-1 Offices – Institutions. The activities at The HUB will not be out of character with those in the downtown area, however will still be more subdued than those of a larger, and single business. This is because there will be several small offices, a large meeting and training room, as well as a space for retail business incubation sharing the building. A space being designed for business incubation will be accessed from the doorway onto W. Chuska St.

The building is just over 3,000 square feet in size. It has been vacant for more than two (2) years. The final product of The HUB, physically, will present a usable commercial space and eliminate a vacant building facing into a neighborhood. Plans to improve the building include a handicap accessible ramp to be constructed for the W. Chuska St. entry. The ramp will tie into a deck that will connect to the emergency exit about half way across the south façade. The deck will also provide a connection between the offices on the second floor and services in The HUB in the first floor space. The services might include trainings, meeting rooms, copiers, and printers.

Notices were sent to adjacent property owners about this zone change request. They were sent out the week of February 16, 2016.

## SUMMARY

There is a Center for Entrepreneurship at San Juan College in Farmington. It also incubates businesses that are in between their start up phase and full scale sized business. However the committee working to evaluate this venture realized that the trainings offered at the San Juan location require nearly an extra hour of time away from their everyday small businesses and who we already know tend not to attend trainings offered there. The goal is to provide a small place in Aztec that will help grow our community's entrepreneurship interests, offer trainings that small businesses want or need, and also place a greater emphasis on local economic development efforts.

The usefulness of The HUB and its accessibility for use by everyday citizens, entrepreneurs, businesses, civic organizations, and also students make this location ideal for developing an incubator space. While seeking space for this use, a committee looked at several properties along S. Main Ave. and N. Main Ave. As it was, each building was soon being leased to a new business or looked at by a potential one. The committee decided it was not in downtown's best interest to occupy a space on Main Ave. when there could be businesses located there instead. Thus property situated just "around" downtown was searched next.

The property presented here for a zone change has the right amount of space inside as well as outside to provide for a variety of business opportunities and help connect some outdoor civic activities to Main Avenue. This two story building will have three offices and a conference area on the second floor along with a restroom. There is a large deck overlooking the "backyard" toward Main Avenue. The first floor can be easily redesigned to have a large teleconference room that can hold at least 20 people comfortably; an open 'co-working' space where people

can connect to internet, use available services, and work on their own; one office that is already reserved for the Chamber of Commerce; and a small meeting room that will hold up to six (6) people.

There is a core area that will share restrooms with another “suite” to the rear of the building that the city is negotiating a lease with a startup company ready to test the commercial aspect of the business. That space is approximately 980 square feet and will be accessed from W. Chuska St. along with the offices on the second floor. The HUB and Suite B will both have doorways into the shared space for restrooms, and two emergency exits, one north and one south, are also accessed from this area.

This building was already used as a multi-business facility prior to its vacant status. This is most likely why it already had the restrooms in a core, easily accessible area. The building will be operated by a blend of the city, chamber, and potentially volunteers. Work is already underway to renovate the space, lease spaces, develop required “deliverables” from businesses located at The HUB, use contracts, etc. The C-1 Commercial – Limited is a better classification for the property as it affords The HUB greater flexibility in the tenants it seeks to attract, and is adjacent to property along S. Main Avenue that constitutes Aztec’s downtown and what would be considered its Central Business District (CBD).

## **FINDINGS OF FACT**

1. The application, 2016-018, is a request to rezone 119 S. Church Ave. from O-1 Offices-Institutions to C-1 Commercial Limited;
2. Adjacent property situated along Main Ave. is also zoned C-1 Commercial - Limited
3. The proposed zoning is not out of context with the character of the area nor the zoning pattern as seen on the accompanying Ariel Map with Zoning Classifications;
4. The proposed use is one that will be open to the public for use, including businesses, entrepreneurs, and students;
5. Developing a strong local business base is important to Aztec, which is the goal of this facility and ultimately this zoning change request;
6. Use of buildings on Main Avenue are better suited for larger businesses that already have a footing in the community and, that may also be where businesses grown in The HUB will locate upon their departure;
7. The location is located in a spot that can help support downtown outdoor events using its adjacency and fenced in yard, and;
8. The structure at 119 S. Church Ave. was already used as a multiple use structure in its past, prior to this proposed use.

None

---

### **SUPPORT DOCUMENTS:**

1. Commission Resolution
2. Aerial Map
3. Applicant Notification Letter
4. Adjacent Property Owner Notification Letter
5. List of Adjacent Property Owners

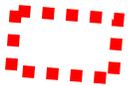
---

**DEPARTMENT’S RECOMMENDED MOTION:** Move To Approve 2016-018, an application for a zone change at 119 S. Church Ave., from O-1 Offices – Institutions to C-1 Commercial – Limited, for the eight (8) findings of fact noted above.

---



**ARIEL MAP WITH ZONING CLASSIFICATIONS**



**Site – Parcel 2-064-178-208-071 / 119 S. Church Ave.**

**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 12<sup>th</sup> day of January, 2016

City of Aztec

ATTEST:

\_\_\_\_\_  
Sally Burbridge, Mayor

\_\_\_\_\_  
Karla Sayler, City Clerk

*Mayor*  
Sally Burbridge

*Mayor Pro-Tem*  
Sherri A. Sipe



*Commissioners*

Roberta S. Locke  
Katee McClure  
Sherri Rogers

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

March 2, 2016

## **RESCHEDULED - PUBLIC NOTICE**

Re: Zone Change Request at 119 S Church

Dear Property Owner:

The City of Aztec Community Development Department is making a request for a Zone Change for the properties located at 119 S Church from an O-1 Office & Intuitional District to C-1 Limited Retail/Neighborhood Commercial District.

The City Commission will hear these requests during a public meeting to be held on **Tuesday, March 22, 2016** at **6:00 PM** located at **City Hall, 201 W. Chaco, Aztec, NM.**

The public is invited to attend to provide support or concerns regarding this matter.

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  
Director  
Community Development

Mayor  
Sally Burbridge

Mayor Pro-Tem  
Sherri A. Sipe



Commissioners

Roberta S. Locke  
Katee McClure  
Sherri Rogers

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

## PUBLIC NOTICE

February 11, 2016

Dear Property Owner:

The property owner at 119 E. Chuska has made a request to the City of Aztec for a Zone Change from O-1 Office and Institutional to C-1 Limited Retail/Neighborhood Commercial District.

The City Commission will hear this request during a public meeting to be held on **Tuesday, March 8<sup>th</sup>, 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 6:00pm 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](mailto: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 to provide them with 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. This summary will be available to the public on the City of Aztec website at this location: [http://www.aztecnm.gov/agendas/ccm\\_agenda.pdf](http://www.aztecnm.gov/agendas/ccm_agenda.pdf) beginning on the Thursday prior to the scheduled Commission 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. Thank you.

Sincerely,

William Homka  
Director  
Community Development

Enclosure: Map



# CITY OF AZTEC

Please Circle:      Variance      **Zone Change**      Conditional Use      Special Use

Applicant Name:      City of Aztec

Applicant Address:      201 W Chaco St

Tax ID #: \_\_\_\_\_

Applicant Phone:      505-334-7605

Is Applicant Owner / Lessee / Other of Property?      Lessee

Legal Description of the Property: (Or address if different than above)      119 E Chuska St

Flood Zone      no

Total Area of Property (acres):      .322

Zoning District:      O-1 Office & Institutional

Present Use of Property:      Office

Desired Use of Property:      Commercial

Reason for Requesting a Permit:  
City of Aztec Community Development is requesting a zone change from O-1 Office and Institutional District to C-1 Limited Retail/Neighborhood Commercial District

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

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Commission Meeting Date: \_\_\_\_\_

ACTION:      APPROVED      DENIED

Community Development Director \_\_\_\_\_ Date \_\_\_\_\_

## Addresses for 119 S. Church (the Hub)

115 S. Church  
Aaron Banry  
115 S. Church  
Aztec, NM 87410

113 S. Church  
Bryant Banry  
113 S. Church  
Aztec, NM 87410

114 S. Church  
Terry Kennedy  
112 S. Church St  
Aztec, NM 87410

120 S Church  
Terry Kennedy  
112 S. Church St  
Aztec, NM 87410

119 E. Chuska/119 S. Church  
Presbyterian Church  
205 N Church  
Aztec, NM 87410

# Staff Summary Report

---

**MEETING DATE:** March 22, 2016  
**AGENDA ITEM:** XIII. LAND USE HEARING (B)  
**AGENDA TITLE:** 2016-013 – Conditional Use – 407 NE Aztec Boulevard

---

**ACTION REQUESTED BY:** Renee Hutchens  
1226 McCoy Ave.  
Aztec, NM 87410

**ACTION REQUESTED:** Conditional Use Permit for a new Day Care  
at 401 NE Aztec Blvd.

**SUMMARY BY:** William M. Homka AICP, CFM

---

## PROJECT DESCRIPTION / FACTS

### Parcel Information:

**Zoning:** C-1 Limited Retail/Neighborhood Commercial District

**Dimensions:** About 100' x 140'  
Total lot area = 14,000 sq. ft.

**Area:** 0.96 acres

**Owner:** Renee Hutchins  
1226 McCoy Ave  
Aztec, NM 87410

**Floodplain Area:** No

**Access:** Public roadway frontage on  
401 NE Aztec Blvd

This application was initiated by Renee Hutchins on February 18, 2016 through the Community Development Office. Ms. Hutchins is seeking permission for a Conditional Use Permit to operate a preschool and day care at 401 NE Aztec Blvd. Daycare is first listed in the C-1 Limited Commercial District as a conditional use.

The applicant has met all of the requirements with filing an application for conditional use per Division 4: Conditional Use. This hearing is part of the process as outlined in Section 26-4-542. Notice of this application has been published in a newspaper and adjoining properties within 100' have also been sent a notice of this meeting.

## SUMMARY

The site was formerly a commercial restaurant known as the HiWay Grill. It is easily accessible off of NE Aztec Blvd., one of Aztec's main thoroughfares. The applicant met with Community Development Director William Homka about the suitability of the site for a daycare/preschool. Together they reviewed the site and found no negative reasons exist for to preclude the property from operating as a daycare/preschool.

The application indicates there will be changes made to the site in the form of fencing for the safety of the children and reduced parking. Areas of parking will be fenced off for use as children's play areas. The site had an abundance of parking, nearly 100 spaces. Staff is applying the parking requirement in Division 5, Parking & Loading Areas to this project, number 5 (Hospitals...Nursing Homes). Day Care is not listed directly in the parking section; however the "clients" are children who do not drive, and their parents need ample room for circulation and not daily parking. The daycare staff will need parking and the facility will benefit by having some spaces for reserved for visitors or parents who need to come inside.

Plans indicate there are 18 parking spaces available for visitors. Another 12 spaces are provided for staff toward the rear of the site. The applicant states there will be 95 children at the facility. Vehicle circulation includes a one directional aisle for parents to use as drive thru lane to drop off and pick up kids. The aisle also provides access to parking. The site's redesign includes two fenced areas for children, identified as Pre-K and Afterschool. In addition to Aztec Blvd. an entry from Pioneer Ave. appears to still be available from when it was a bar/restaurant. The site is also situated adjacent to McCoy Ave. and can be accessed there. The site plan indicates an area for use as a 'bus lane' near McCoy and Aztec Blvd.

The location of this facility, its parking, the proposed circulation and areas designated for children make this site suitable for use as a daycare/ preschool. The use requires certification from the State of New Mexico which is the applicant's responsibility. However, the applicant already operated a daycare, also called Kidde Kamp in Aztec at 101 E Blanco St. (also seen from N. Main St.) and is moving the business to this new location. The new location will work well for the intended use.

## FINDINGS OF FACT

1. The application, 2016-013, is a request for a conditional use permit to operate a daycare/preschool at 201 NE Aztec Blvd.;
2. Kiddie Kamp is an existing Aztec business currently located at 101 E. Blanco St. and needs a Conditional Use Permit to move to 401 NE Aztec Blvd.;
3. The property proposed for use as a preschool/daycare was formerly a restaurant/bar;
4. The site is able to meet required parking and circulation needs of parents and employees;
5. The site has ample access of Aztec Blvd., one of the city's two largest thoroughfares, and;
6. Ample room exists for outdoor recreation for the children in areas that are proposed to be fenced off for safety reasons.

**FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

None

---

**SUPPORT DOCUMENTS:**

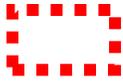
1. Aerial Map
2. Applicant Notification Letter
3. Adjacent Property Owner Notification Letter
4. List of Adjacent Property Owners

---

**DEPARTMENT'S RECOMMENDED MOTION:** Approve 2016-013, an application for a Conditional Use Permit to operate a daycare/preschool at 401 NE Aztec Blvd. for the six (6) reasons listed in the Findings of Fact.

---

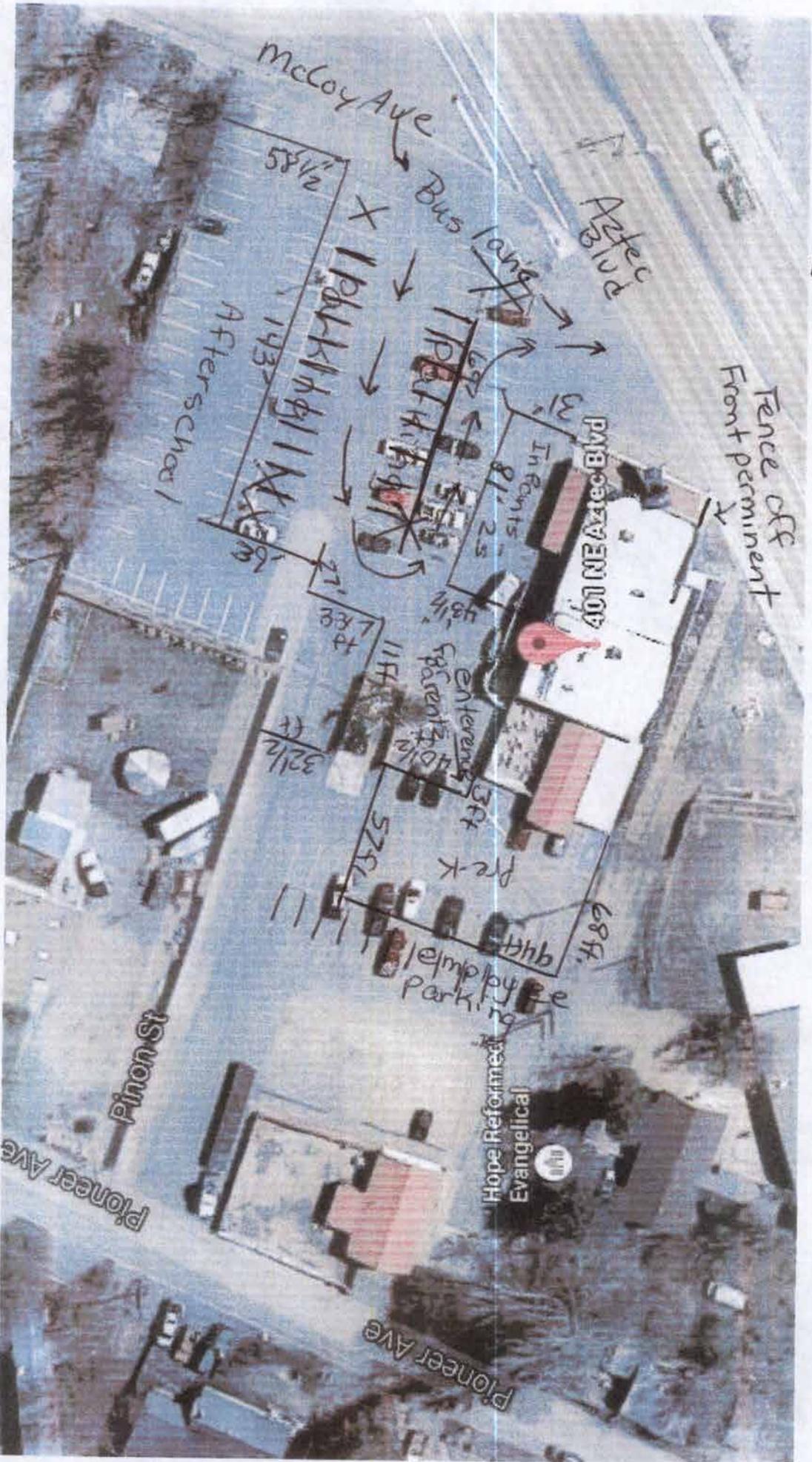
# ARIEL MAP WITH ZONING CLASSIFICATIONS



Site – Parcel 2-064-178-208-071 / 119 S. Church Ave.



14 parking in back of parking lot for employees  
 Separate Bus lane  
 18 parking for parents w/ a turn drive thru lane



Entrance for parents - thru a gate to enter in the back patio doors

## Addresses within 100' of 401 NE Aztec Blvd

305/307 NE Aztec Blvd  
Chavez Investment Ventures  
605 Pioneer  
Aztec, NM 87410



**ENTERED**

3-22-16

# CITY OF AZTEC CONDITIONAL USE APPLICATION

ADMIN 10  
PERMIT 50

160

Application Year: 2016 Application No.: 2016-013 Application Date: 2-18-16

Applicant Name: Renee Hutchens

Applicant Address: 1226 McCoy Ave Aztec NM 87410  
(Street Name) (City) (State) (Zip Code)

Applicant Phone: (505) 947-4039

Is Applicant Owner of Property? Yes

Legal Description of the Property:  
(Or address if different than above) 401 NE. Aztec Blvd.

Tax ID Number 261512225

Flood Zone NO

Total Area of Property (acres): \_\_\_\_\_

Zoning District: C-1 COMMERCIAL LIMITED

Present Use of Property: Vacant former Restaurant

Desired Use of Property: E Daycare / pre school 95 Kids

Reason for Requesting a Conditional Use Permit:  
changing occupancy to daycare

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

R Hutchens  
Applicant's Signature

2-18-16  
Date

City Commission Meeting Date: <u>3-22-16</u>	ACTION:	APPROVED	DENIED
<u>[Signature]</u> City Planner			
	Date		

PAID BY CHECK FOR KIDZ KAMP.  
# 7502

MARCH 2012

## Addresses within 100' of 401 NE Aztec Blvd

305/307 NE Aztec Blvd  
Chavez Investment Ventures  
605 Pioneer  
Aztec, NM 87410

Mayor  
Sally Burbridge

Mayor Pro-Tem  
Sherri Sipe



Commissioners

Roberta S. Locke  
Katee McClure  
Sheri Rogers

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

February 29, 2016

Renee Hutchins  
1226 McCoy Ave  
Aztec, NM 87410

Dear Ms. Hutchins:

As the property owner at 401 NE Aztec Blvd you have made a request to the City of Aztec Community Development Department for a Conditional Use to open a daycare/preschool.

The City Commission will hear this request during a public meeting to be held on **Tuesday, March 22, 2016 at 6:00 PM at City Hall, located at 201 W. Chaco Street in Aztec, NM.** As the business owner, you and your designated representative are required to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to go to the Commission room 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](mailto:whomka@aztecnm.gov) to provide support or concerns about this variance request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

Community Development will be creating a staff summary for Commission to provide them with additional information on this variance request. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. This summary will be available to the public on the City of Aztec website at this location: [http://www.aztecnm.gov/agendas/ccm\\_agenda.pdf](http://www.aztecnm.gov/agendas/ccm_agenda.pdf) the Thursday prior to the scheduled Commission 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. Thank you.

Sincerely,

William Homka  
Director  
Community Development

Mayor  
Sally Burbridge

Mayor Pro-Tem  
Jim Crowley



Commissioners

Eugene L. Current  
Roberta Clover  
Sherri A. Sipe

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

February 29, 2016

## PUBLIC NOTICE

Re: Conditional Use

Dear Property Owner:

The property owner at 401 NE Aztec Blvd has made a request to the City of Aztec Community Development Department for a Conditional Use to open a daycare/preschool.

The City Commission will hear this request during a public meeting to be held on **Tuesday, March 22nd, 2016 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM**. As the surrounding property owner, you are welcome to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to go to the Commission room 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](mailto: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 variance request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments stand on this matter. This summary will be available to the public on the City of Aztec website at this location:**

**[http://www.aztecnm.gov/agendas/ccm\\_agenda.pdf](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. Thank you.

Sincerely,

William Homka  
Director  
Community Development