

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
NOVEMBER 28, 2017
201 W. Chaco, City Hall
6:00 p.m.

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. AGENDA APPROVAL**
- VI. CITIZEN RECOGNITION**
- VII. EMPLOYEE RECOGNITION**
- VIII. CONSENT AGENDA**

- A. Commission Workshop Meeting Minutes October 24, 2017
- B. Commission Meeting Minutes October 24, 2017
- C. Commission Meeting Minutes November 14, 2017
- D. Commission Special Workshop Minutes November 20, 2017
- E. Election Resolution 2017-1067
- F. Resolution 2017-1068 Surplus

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"

- IX. ITEMS FROM CONSENT AGENDA**

- X. CITIZENS INPUT (3 Minutes Maximum)**

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

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

Note: A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

XI. BUSINESS ITEMS

A. Aztec Sparkles Lighting Incentive

B. Purchase of Real Property: 119 E. Chuska St. 119 S. Church Ave., Aztec
NM 87410

XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIII. DEPARTMENT REPORTS

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

XIV. 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 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 October 24, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:30 pm at the Aztec
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;
10 Commissioner, Katee McClure; Commissioner
11 Austin Randall
12

13 MEMBERS ABSENT: None
14

15 OTHERS PRESENT: City Attorney Larry Thrower; Interim City
16 Manager Steve Mueller; Finance Director
17 Kathy Lamb; City Clerk Karla Sayler
18

19 **A. Discussion on Request for Proposal of City Manager Interim Position**
20

21 Mayor Burbridge mentioned that she had a request before the meeting opened
22 by Dale Anderson to speak to commission. Dale thanked commission for appointing
23 Steve Mueller as Interim City Manager. Dale suggested that commission leave Steve in
24 as Interim City Manager until the City can find a permanent City Manager and eliminate
25 the cost to the City. He mentioned that as a business owner and member of the
26 Museum that the City needs stability and feels that Steve is capable of handling the City
27 until a permanent City Manager is appointed. There were three proposals submitted by
28 Lakip-H, Mercer Group, and SGR which were scored and evaluated by the evaluation
29 committee. Commission decided at this workshop to remove the item from tonight s
30 commission agenda to discuss their options before they make a decision. The
31 personnel committee will meet with Steve and see if he is interested in staying in the
32 Interim position until a permanent City Manager is hired.
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35

36 **II. ADJOURMENT**
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38 MOVED by Mayor Burbridge to adjourn the meeting at 5:56 p.m.
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ATTEST:

Karla Saylor, City Clerk

MINUTES PREPARED BY:

Karla Saylor, City Clerk

Mayor, Sally Burbridge

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 October 24, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Meeting to order at 6:00 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was led by Commissioner Austin Randall
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Commissioner Sheri Rogers
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16

17 **IV. ROLL CALL**

18
19 Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;
20 Commissioner Austin Randall; Commissioner Katee
21 McClure; Commissioner Sheri Rogers
22

23
24 Members Absent: None
25

26 Others Present: Interim City Manager Steve Mueller; City Attorney
27 Larry Thrower; City Clerk Karla Saylor; Project
28 Manager Ed Kotyk (see attendance sheet)
29

30 **V. AGENDA APPROVAL**

31
32 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to
33 Approve the Agenda with the exception of Consent Item L, RFP 2018-624 General
34 Airport Engineering Services Award and Master Agreement and Business Item B, RFP
35 2018-630 Interim City Manager Recruitment Services
36

37 All Voted Aye; Motion Passed Five to Zero
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39 **VI. CITIZEN RECOGNITION**

40 None
41
42

43 **VII. EMPLOYEE RECOGNITION**
44

45 Commissioner McClure mentioned that a citizen in Aztec contacted her to let her
46 know that she received very good customer service from Anita Velasquez at the Motor
47 Vehicle Department.
48

49

50 **VIII. CONSENT AGENDA**

51

52 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall to
53 Approve the Consent Agenda with the exception of Items E, J, and K
54

- 55 A. Commission Workshop Meeting Minutes, October 10, 2017
- 56 B. Commission Meeting Minutes, October 10, 2017
- 57 C. GO Bond Agreement
- 58 D. Resolution 2017-1064 Surplus
- 59 E. Fast Track Communications Inc. Pole Attachment Agreement (Pulled)
- 60 F. Aging Long Term Services Department Senior Employment Program Host
61 Agency Agreement
- 62 G. Resolution 2017-1065 Authorizing Signatures on City Operating Account
- 63 H. Bid 2018-629 Ute Avenue Sewer Reconstruction Bid Award
- 64 I. Bid 2018-631 Animas River Diversion Project Bid Award
- 65 J. Bid 2016-549 Sanitary Sewer Interceptor Project Final Construction Change
66 Order (Pulled)
- 67 K. RFP 2018-625 Downtown MRA Master Plan(Pulled)
- 68 L. PULLED FROM AGENDA
- 69 M. Appointment of San Juan Water Commission Representative
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All Voted Aye: Motion Passed Five to Zero

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76 **IX. ITEMS FROM CONSENT AGENDA**

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- 78 E. Fast Track Communications Inc. Pole Attachment Agreement
79

80 Commissioner Randall questioned what the reduction is going to be on this
81 agreement. Ken George, Electric Director mentioned that

82 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall to
83 Approve Bid 2017-606 Western Dr. Reconstruction, Paving Phase, Change Order #1 in
84 the amount of \$13, 293.80 plus tax.
85

86

All Voted Aye; Motion Passed Five to Zero

87

- 88 E. FastTrack Communications Inc. Franchise Agreement
89

90 Commissioner Randall pulled this item to review the fees associated with the
91 franchise agreement and Joint Use Pole agreements. Ken George, Electric Director
92 mentioned that FastTrack asked for the City to reconsider the fee schedule proposed in
93 the first agreement. Ken met with FastTrack representatives and both parties agreed on
94 a new attachment fee reducing the first 5 years from 22.25 per pole per year to \$18.00
95 per pole per year, from \$26.50 the second five year term to \$22.50 and from \$30.25 to
96 \$26.50 per pole per year for years 10 through 15. These fees are the same as what
97 other Utilities are paying the City for pole attachments under similar agreements. He
98 mentioned that still to come there will be an agreement for Fast Track who will be
99 leasing our dark fiber and facilities and space in some of our facilities to store their
100 equipment.

101
102 MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe to
103 Approve Pole Attachment Agreement between FastTrack Communications Inc. and the
104 City of Aztec

105
106 All Voted Aye; Motion Passed Five to Zero

107
108 J. Bid 2016-549 Sanitary Sewer Interceptor Project Final Construction Change
109 Order

110
111 Commissioner McClure mentioned that she struggles with having to pay the fees
112 associated with this loan. She also commended that the bid was down almost half a
113 million dollars.

114
115 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
116 Approve Bid 2016-549 Final Change Order to Smithco Construction Inc reducing total
117 contract amount to \$3,064,549.37 not including tax and extending contract time to 349
118 days for substantial completion and 40 days for final completion.

119
120 All Voted Aye; Motion Passed Five to Zero

121
122 K. RFP 2018-625 Downtown MRA Master Plan

123
124 Commissioner McClure asked for clarification on the dollars that were granted
125 through the grant and dollars being used from the City of Aztec.

126
127 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to
128 Approve the award of RFP 2018-625 to Consensus Planning in the amount of \$50,000
129 plus tax and approve the Planning Services Agreement.

130
131 **X. CITIZENS INPUT**

132
133 Jacynn Fallon mentioned that she is interested in the petition process for Sunday
134 Liquor Sales and was wondering why the item is not on the agenda tonight for

135 discussion. Larry Thrower, City Attorney mentioned that he researched all avenues on
136 the subject and mentioned that he determined that the Commission cannot place the
137 question on the ballot at a general election. It has to be done through a special election
138 so he felt it did not need to be placed on the agenda since no action or vote can be
139 taken by commission.

140 \

141 **XI. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

142

143 Steve mentioned that he will be out of the office October 25 to November 6.

144

145 Mayor Burbridge has asked that Steve rescind Administrative Regulation 2012-
146 33/Vacation-Sick Leave Payout. She mentioned that next week is the Four Corners
147 Future Forum and asked if any commissioners will be attending.

148

149 Mayor Pro-Tem Sipe mentioned that EDAB meeting was cancelled due to no
150 quorum. She attended MPO meeting and had a meeting with members of the NWNMS
151 on fundraising. She mentioned the She will be out of town beginning November 6.

152

153 Commissioner Rogers mentioned that Airport Advisory was cancelled due to lack
154 of quorum. She attended San Juan Safe Communities meeting and San Juan County
155 Commission meeting she mentioned that next year fees per inmate will increase.

156

157 Commissioner Randall attended Lodger's Tax Meeting and mentioned that there
158 was a funding request for Aztec Sparkles. He mentioned that he may not be in
159 attendance at the next Commission meeting. Commissioner Randall mentioned that we
160 need to appoint somebody to the Council of Governments seat and thanked
161 Commissioner Rogers for taking the San Juan Water Commission seat.

162

163 Commissioner McClure mentioned that ECHO food bank is accepting food
164 donation and you can also donate at City Hall and the Library. She mentioned that she
165 was a judge for San Juan County has talent and San Juan College. She met with Steve
166 and Cindy Iacovetto at the Senior Center. She mentioned that she is concerned that the
167 City Animal Shelter is understaffed.

168

169 **XII. DEPARTMENT REPORTS**

170

171 None

172

173 **XIII. BUSINESS ITEMS**

174

175 A. Final Adoption of Ordinance 2017-467 Amending Chapter 5, Article VI,
176 Section 433 Animal Defecation; Cleanup

177

178 Steve mentioned that this will make the owner of animals frequently clean
179 and dispose of the waste in a watertight and fly tight receptacle, which shall be
180 emptied daily and in such a manner so as to prevent a nuisance, noxious smells,
181 or other health hazards. The intent of this amendment is to elucidate
182 maintenance standards for animals on property owned or leased in the City.

183 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
184 Final Adoption of Ordinance 2017-467 Amending Chapter 5, Article VI, Section 433
185 Animal Defecation; Cleanup

186 A Roll Call Was Taken: All Voted Aye; Motion Passed Five to Zero

187 **XIV. ADJOURMENT**

188
189 Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the
190 meeting at 6:56 p.m.

191
192
193 _____
194 Mayor, Sally Burbridge

194 ATTEST:

195 _____
196 Karla Sayler, City Clerk

197
198
199 MINUTES PREPARED BY

200
201
202 _____
203 Karla Sayler, City Clerk

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 November 14, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Pro-Tem Sipe called the Meeting to order at 6:01 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was led by Judge Carlton Gray
11
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13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Tami Johnson
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16

17 **IV. ROLL CALL**

18
19 Members Present: Mayor Pro-Tem Sipe; Commissioner Austin Randall;
20 Commissioner Katee McClure; Commissioner Sheri
21 Rogers
22

23
24 Members Absent: Mayor Sally Burbridge
25

26 Others Present: Interim City Manager Steve Mueller; City Attorney
27 Larry Thrower; City Clerk Karla Saylor; Project
28 Manager Ed Kotyk (see attendance sheet)
29

30 **V. AGENDA APPROVAL**

31
32 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
33 Approve the Agenda as Presented
34

35 All Voted Aye; Motion Passed Four to Zero
36

37 **VI. CITIZEN RECOGNITION**

38 None
39
40

41 **VII. EMPLOYEE RECOGNITION**

42
43 Steve Mueller recognized our City Employees that are Veterans and thanked
44 them for their service.
45
46

47 **VIII. CONSENT AGENDA**

48

49 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
50 Approve the Consent Agenda with the exception of Items A, NM Aging Long Term
51 Services Department grant Agreements A16A5061 and A16A5062

52

53 A. PULLED

54 B. State Grants in Aid Agreement

55 C. RFP 2018-624 General Airport Engineering Services

56 D. Resolution 2017-1066 Surplus

57

58

59 All Voted Aye: Motion Passed Four to Zero

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61

62 **IX. ITEMS FROM CONSENT AGENDA**

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64 A. NM Aging Long Term Services Department grant Agreements A16A5061
65 and A16A5062

66

67 Commissioner Randall mentioned that on page 4 the agreement lists Joshua Ray
68 as the Grantee and he is wondering if Interim Steve Mueller can sign the agreement.
69 Kathy Lamb, Finance Director mentioned that we received the agreements after Josh
70 had given notice and Steve was appointed as Interim she contacted the Department
71 and advised them of the change and she will fix for Steve to be able to sign them.

72

73 MOVED by Commissioner Randall, SECONDED by Commissioner Rogers to
74 Approve NMALTS Agreements A16A5061 and A16A5062

75

76 All Voted Aye; Motion Passed Four to Zero

77

78

79 **X. CITIZENS INPUT**

80

81 Jessica Anderson expressed her concerns on the Senior Center. She mentioned
82 that the City recently terminated a contract with the Encore Center with San Juan
83 College which covers a wide variety of classes for seniors. The contract that was
84 terminated was for an exercise class held at the Senior Center for the past six years
85 which had 43 seniors enrolled. She mentioned that the class has been moved to
86 Bloomfield. Jessica emailed a letter to Commission and Steve and mentioned that there
87 are three items that she felt went against the City's Vision Plan: A Safe Clean and
88 Livable Community, Effective and Local Partnerships and Encourage Citizen
89 Involvement. She mentioned that the Aztec Senior Center doesn't deserve to have
90 another Encore class. She mentioned that Commission can consider the statement that
91 she made as an objection to the process that took place. Steve mentioned that the City

92 is in negotiation with San Juan College to get the Encore program reinstated because
93 he feels it's an important program for the seniors.

94
95 Pam Gathing's spoke to commission about a group of inventors utilizing the HUB
96 in Aztec. She mentioned that there will be a meeting tomorrow at the HUB from 4-6pm
97 and invited commission to attend. She mentioned that the HUB is very nice and that
98 she is from Bloomfield and there is no place like this there.

99

100 **XI. BUSINESS ITEMS**

101

102 **A. RFP 2018-630 Interim City Manager Recruitment Services**

103

104 Kathy mentioned that this is an item that was pulled from the last
105 commission meeting and that this is an opportunity if commission wishes to take action
106 on the RFP's submitted. Commission decided to reject all bids and that Steve has
107 accepted to be the Interim until a City Manager is hired.

108

109 **MOVED** by Commissioner Rogers, **SECONDED** by Commissioner Randall to
110 **Reject all Requests for Proposals 2018-630 Interim City Manager Recruitment Services**

111

112 All Voted Aye; Motion Passed Four to Zero

113

114 **XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

115

116 Steve thanked Commission for the opportunity to serve as Interim.

117

118 Mayor Pro-Tem Sipe mentioned that she has EDAB meeting and MPO meeting
119 Thursday. She mentioned that the Employee Thanksgiving Dinner will be Thursday.
120 She mentioned that she has requested of Steve to hold a workshop for the Golf Course.
121 She wanted to mention that the reason the VFW did not have the parade was not the
122 City's fault if was due to the Veterans not obtaining a permit in time from NMDOT to
123 close the road.

124

125 Commissioner Rogers mentioned that she attended the San Juan Safe
126 Communities Initiative meeting and San Juan Water Commission meeting. She
127 attended the VFW breakfast.

128
129 Commissioner McClure mentioned that she has been to recycle center and it is
130 still not single stream. Steve mentioned that the new container will be in the yard soon
131 the work is in progress. She gave a shout out to the street sweeping being done. She
132 mentioned that the Encore program is looking into other programs to bring to Aztec. She
133 mentioned that there will be a Thanksgiving Dinner at the Senior Center free to the
134 public on Thanksgiving Day.

135
136

137 **XIII. DEPARTMENT REPORTS**

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139 Senior Center Director Cindy Iacovetto mentioned the Thanksgiving dinner on
140 Thanksgiving Day. She mentioned upcoming events coming at the Center. She thanked
141 city employees for the donations of items for the dinner. She mentioned that the center
142 will have a decoration contest for Christmas and you can participate as an individual or
143 as a group.

144

145 Judge Carlton Gray mentioned that the food for ECHO was delivered today and
146 mentioned that it was 1960 lbs which was about 22.79 lbs per employee. He also
147 mentioned that the County has raised the inmate fees significantly to begin in January.
148 Judge wanted commission to be aware that between the rising cost of jail fees and the
149 diminishing fees from court costs and the Governor has said that she would not approve
150 raising **those** fees.

151

152 Community Development Director Steven Saavedra mentioned that this week
153 kicks off the Metropolitan Development Area Study and mentioned that next Tuesday
154 the Consensus Planning group will be Aztec to evaluate the City and invited anybody
155 that is interested in downtown and want to see it go in a different direction to go out and
156 share their thoughts.

157

158 **XIV. ADJOURNMENT**

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160 Moved by Mayor Burbridge, **SECONDED** by Mayor Pro-Tem Sipe to adjourn the
161 meeting at 6:39 p.m.

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Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY

Karla Sayler, City Clerk

DRAFT

1 CITY OF AZTEC
2 **SPECIAL** WORKSHOP MEETING MINUTES
3 November 20, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:15 pm at the Aztec
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sherri
10 Sipe; Commissioner, Katee McClure;
11 Commissioner Austin Randall; Commissioner
12 Sheri Rogers
13

14 MEMBERS ABSENT: None
15

16 OTHERS PRESENT: City Attorney Larry Thrower; Interim City
17 Manager Steve Mueller; Finance Director
18 Kathy Lamb; Community Development Director
19 Steven Saavedra; City Clerk Karla Saylor
20

21 **A. Aztec HUB-Business Incubator**
22

23
24 Community Development Director Steven Saavedra mentioned that the
25 discussion tonight will be about the upcoming expiration of the lease agreement for the
26 HUB facility between the City and Presbyterian Church. Commission and Staff reviewed
27 the future of the HUB which included to purchase the facility. The purchase price and
28 operating costs were discussed and it was mentioned that the amounts could total to
29 approximately \$235,000 to purchase the facility to get it up to state codes and to staff
30 the facility full time and \$125,000 for operating costs annually. Finance Director Kathy
31 Lamb mentioned that this is not a budgeted item but funds could be moved around for
32 the purchase. Steven mentioned that there is a grant that has been applied for from the
33 federal government which could be approximately 70 percent but it is not a guarantee
34 that the City will receive it before the lease agreement expires on January 1, 2018. City
35 Commission mentioned that they would not like to lose the HUB it is a benefit to the City
36 so they came up with a few options. The first option was to have Steven ask if we can
37 negotiate with the Church to see if we can extend the lease a few months until the City
38 is notified about the funding, second option is to opt out and the City loses all funds put
39 into the facility and close the HUB, third is buy the HUB and see if a company would like
40 to purchase it from the City. Commission will schedule another workshop to discuss the
41 options before they make a decision.
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44 **II. ADJOURMENT**
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46 MOVED by Mayor Burbridge to adjourn the meeting at 6:34 p.m.

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ATTEST:

Mayor, Sally Burbridge

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

STAFF SUMMARY REPORT

MEETING DATE: November 28, 2017

AGENDA ITEM: VIII. CONSENT AGENDA (E)

AGENDA TITLE: Resolution 2017-1067, Regular Municipal Election of March 6, 2018

ACTION REQUESTED BY: Karla Sayler

ACTION REQUESTED: Approval of Resolution 2017-1067

SUMMARY BY: Karla Sayler

FACTS:

- As mandated by State Statute (3-8-26A, B, & C), a resolution in both English and Spanish calling for a regular election must be adopted.
- The next Regular Municipal Election will be held on Tuesday, March 6, 2018 in the Aztec City Commission Room, 201 W. Chaco
- The attached resolution describes pertinent information related to the election.

ALTERNATIVES: None

FISCAL IMPACT: Cost for the Election will run approximately \$4,000.00 to \$6,000.00 which has already been approved in this years budget

SUPPORT DOCUMENTS: 1) Resolution 2017-1067 (English & Spanish)
2) State Statute (3-8-26A, B, & C)

STAFF'S RECOMMENDED MOTION: **MOVE and SECOND to Approve** Resolution 2017-1067, Regular Municipal Election of March 6, 2018

City of Aztec
Resolution #2017-1067

2018 REGULAR MUNICIPAL ELECTION RESOLUTION

Be it resolved by the governing body of the City of Aztec of San Juan County, New Mexico that:

- A. A regular municipal election for the election of municipal officers shall be held on March 6, 2018. Polls will open at 7:00 A.M. and close at 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:
 - 1. District # 2: One Commissioner for a four year term.
 - 2. District # 4: One Commissioner for a four year term.
 - 3. District # 5: One Commissioner for a four year term.
- C. All precincts are consolidated for the regular municipal election.
- D. The following location is designated as polling places for the conduct of the regular municipal election. All voters shall vote at:

Aztec City Hall
201 W. Chaco
Aztec, NM 87410

- E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., March 2, 2018. After 5:00 p.m. on March 2, 2018, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voter's immediate family, or by the caregiver to the voter until 7:00 p.m. on March 6, 2018.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, January 30, 2018 and closing at 5:00 p.m. on Friday, March 2, 2018.

- F. Early Voting. Early voting on paper ballots counted by M100 electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 14, 2018 and closing at 5:00 p.m. on Friday, March 2, 2018.

- G. Persons desiring to register to vote at the regular municipal election must register with the County Clerk of San Juan County not later than Tuesday, February 6, 2018 at 5:00 P.M., the date on which the County Clerk will close registration books.
- H. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 9, 2018 between the hours of 8:00 A.M. and 5:00 P.M.
- I. The casting of votes by qualified municipal electors shall be recorded on paper ballots to be counted by M100 electronic vote tabulators

Adopted and approved this 28th day of November, 2017

Mayor, Sally Burbridge

Attest:

Karla H. Sayler, City Clerk

cc: County Clerk
Secretary of State

RESOLUCIÓN de ELECCIÓN MUNICIPAL REGULAR del año 2018

CIUDAD DE AZTEC

Resolución #2017-1067

Sea resuelto por el cuerpo gobernante de la ciudad del Aztec del condado de San Juan, New Mexico que:

- A. Una elección municipal regular para la elección de oficiales municipales será celebrada el 6 de marzo de 2018. Lugares de votación estarán abiertas al público entre las horas de las 7:00 A.M. y las 7:00 P.M.
- B. En la elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electivos:
 - 1. Distrito #2: Un comisionado por un término de cuatro años.
 - 2. Distrito #4: Un comisionado por un término de cuatro años.
 - 3. Distrito #5: Un comisionado por un término de cuatro años.
- C. Todos los recintos son consolidados para la elección municipal regular.
- D. La siguiente localidad es designada como el local para votar par llevar a cabo la elección municipal regular. Los votantes en todos los recintos votarán en:

Aztec City Hall
201 W. Chaco
Aztec, NM 87410

- E. Votación en ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la Escribana Municipal. Todas las solicitudes para obtener balotas para botar en ausencia tienen que ser completados y aceptados por la Escribana Municipal antes de las 5:00 P.M., 2 de Marzo de 2018. A partir de las 5:00 P.M. el 2 de Marzo de 2018, la escribana de la municipalidad públicamente destruirá todas las balotas no utilizadas. La Escribana Municipal aceptará las balotas completadas por la (el) votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo, o en persona, de un miembro de la familia inmediata de la (del) votante, o del conserje al votante hasta las 7:00 P.M. el 6 de marzo de 2018.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana Municipal durante las horas y los días hábiles, empezando el martes, 30 de enero de 2018 y terminando a las 5:00 P.M. el viernes, 2 de marzo de 2018.

- F. Votación por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevará a cabo por un tabulador de voto electrónico M100 en la oficina de la Escribana Municipal durante las horas y los días hábiles, comenzando el miércoles 14 de febrero de 2018 y terminando a las 5:00 P.M. el viernes, 2 de marzo de 2018.

- G. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del condado de San Juan a más tarde el martes, 6 de febrero de 2018 a las 5:00 P.M., la fecha en que la Escribana del condado cerrará los libros del registro.
- H. Se archivará todas las Declaraciones de Candidatura con la Escribana Municipal el martes, 9 de enero de 2018 entre las horas de las 8:00 A.M. y las 5:00 P.M.
- I. Se hará un record de los votos de los electores municipales calificados en papeletas, de las cuales se hará un recuento por tabuladores de voto electrónico M100.

Adoptada y aprobada este día 28 de noviembre de 2017.

Alcalde Sally Burbridge

Da fe:

Karla H. Saylor, Escribana Municipal

Cc: Escribana del Condado
Secretaria del Estado

Staff Summary Report

MEETING DATE: November 28, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (F)
AGENDA TITLE: Resolution 2017-1068 Surplus

ACTION REQUESTED BY: Library, Public Works
ACTION REQUESTED: Approval of Resolution 2017-1068
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Public Works Departments has identified items no longer necessary to daily operations and request commission approval to sell or otherwise dispose of the equipment.
- 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 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 for 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 2017-1068
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2017-1068 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC RESOLUTION 2017-1068

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 described on the attached list which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 28th day of November 2017.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

**SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST**

Department	Item/Model	
Public Works		<p>Allis-Chalmers Motor Grader Model: M004 DD 630868-5 S/N: DD 3980 Engine: D 15569 Unit #: 022-001</p> <p>Acquisition Date: 1969</p> <p>Condition: Fair Reason for Surplus: Not Used; Doesn't meet department requirements</p>

Library Surplus Books

Junior Fiction

Dumb clucks	R.L. Stine
The great smelling bee	R.L. Stine
Treasure island Robert Louis Stevenson	
Complete book of home preserving : 400 delicious and creative recipes for today Judi Kingry and Lauren Devine	
Harry Potter and the chamber of secrets	J.K. Rowling
Potshot	Robert B. Parker
The new Padawan : Star Wars : the Clone Wars	Eric Stevens
Heidi	Johanna Spyri
Heidi	Johanna Spyri
The dirt diary	

**SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST**

The immortals

Kidnapped : being memoirs of the adventures of David Balfour in the year 1751 Robert
Louis Stevenson

Frankly, Frannie

The case of the missing marquess : an Enola Holmes mystery Nancy Springer

Midnight over Sanctaphrax Paul Stewart & Chris Riddell

Stormchaser Paul Stewart & Chris Riddell

The curse of the gloamglozer Paul Stewart & Chris Riddell

The last of the sky pirates Paul Stewart & Chris Riddell

Vox Paul Stewart & Chris Riddell

Freelader Paul Stewart & Chris Riddell

The Winter Knights Paul Stewart & Chris Riddell

Clash of the sky galleons Paul Stewart & Chris Riddell

The curse of the creeping coffin R.L. Stine

Chicken chicken R.L. Stine

My friends call me monster R.L. Stine

**SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST**

Little shop of hamsters	R.L. Stine
Why I'm afraid of bees	R.L. Stine
Lost in the dark uncharted forest	John R. Erickson
Hank the Cowdog : the wounded buzzard on Christmas Eve	John R. Erickson
The case of the double bumblebee sting	John R. Erickson
Hank the Cowdog : the case of the Saddle House robbery	John R. Erickson
The case of the vampire cat	John R. Erickson
The case of the black-hooded hangmans	John R. Erickson
Phoenix	
The hunchback of Notre Dame	Jimmy Symonds
Disney's Winnie the Pooh's bedtime stories	Bruce Talkington
A girl of the Limberlost	Gene Stratton Porter
Snapdragon and the odyssey of	*Elan J.H. Sweet
Gulliver's travels	Jonathan Swift

SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST

A dandelion wish

Dragon's egg

Sarah Thomson

The brightworking: book I of the Brightstone saga

Stories of Mexico's independence days and other bilingual children's fables

Schoolhouse mystery

Gertrude Chandler Warner

The mystery at the dog show

Gertrude Chandler Warner

The mystery at Snowflake Inn

Gertrude Chandler Warner

Mountain top mystery

David Cunningham

The ghost ship mystery

Gertrude Chandler Warner

The dinosaur mystery

Gertrude Chandler Warner

The mystery of the hidden beach

The woodshed mystery.

David Cunningham

Surprise Island

Gertrude Chandler Warner

The animal shelter mystery

Gertrude Chandler Warner

The amusement park mystery

Gertrude Chandler Warner

The deserted library mystery

Gertrude Chandler Warner

The cupcake caper

Gertrude Chandler Warner

The camp-out mystery

Gertrude Chandler Warner

Caboose mystery

Gertrude Chandler Warner

Return of the dark side

Jude Watson

The dangerous games

Jude Watson

Callie for president

Robin Wasserman

SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST

Star Wars, Jedi apprentice : the dark rival	Jude Watson
Samirah's ride : the story of an Arabian filly	Annie Wedekind
On the Blue Comet	Rosemary Wells
The Time machine	Shirley Bogart
Racing against time	Suzanne Weyn
Target	Alex Wheeler
A tangled web	Jude Watson
Indiana Jones and the Temple of Doom	Suzanne Weyn
Indiana Jones and the Raiders of the lost ark	Ryder Windham
Indiana Jones and the last crusade	Ryder Windham
Star Wars, the Clone Wars: the Holocron heist	
Millicent Min, girl genius	Lisa Yee
The legend of Sleepy Hollow	Robert Van Nutt
Van Gool's around the world in 80 days	
Here there be unicorns	Jane Yolen
The dollhouse murders	Betty Ren Wright
A ghost in the house	Betty Ren Wright
Star Wars, episode I : the phantom menace	Patricia C. Wrede
Mairelon the magician	Patricia C. Wrede
The Ravenmaster's secret : escape from the Tower of London	Elvira Woodruff
Leepike Ridge	
Into the dark	Nicholas Wilde
Caroline & her sister : adapted from The Caroline years books	Maria D. Wilkes

SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST

A Little house Christmas : holiday stories from the Little house books	Laura Ingalls Wilder
A golden age : the Golden Age of radio	Martha Wickham
Stories for children	Oscar Wilde
The friends	Kazumi Yumoto
Favorite scary stories of American children	Richard & Judy Dockrey Young
Stanford Wong flunks big-time	Lisa Yee
The life and legend of Obi-Wan Kenobi	Ryder Windham
Star Wars: the wrath of Darth Maul	
The rise and fall of Darth Vader	
A new hope: the life of Luke Skywalker	
Rescue in the core	Ryder Windham
Jedi emergency	Ryder Windham
The fury of Darth Maul	Ryder Windham
Fire ring race	
The Bartokk assassins	Ryder Windham
The hunt for Anakin Skywalker	Dave Wolverton
Trouble on Tatooine	Dave Wolverton
The Ghostling children	Dave Wolverton
Capture Arawynne	Dave Wolverton
The adventures of Tom Sawyer	Mark Twain
The prince and the pauper; a tale for young people of all ages	W. Hatherall
Attack of the tyrannosaurus	Rex Stone
A crooked kind of perfect	Linda Urban

**SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST**

The goblin tree	
The black orb	
The old motel mystery	Gertrude Chandler Warner
Mystery in the cave	Gertrude Chandler Warner
The mystery in the old attic	Gertrude Chandler Warner
The mystery in Washington, D.C.	Gertrude Chandler Warner
The pet shop mystery	Gertrude Chandler Warner
The mystery on stage	Gertrude Chandler Warner
Mystery ranch	Gertrude Chandler Warner
Pirates of the Caribbean : the curse of the Black Pearl : the junior novelization	Irene Trimble
The wish stealers	Tracy Trivas
Meet Molly : an American girl	Valerie Tripp
Happy birthday, Molly! : a springtime story	Valerie Tripp
Molly's surprise : a Christmas story	Valerie Tripp
Molly saves the day : a summer story	Valerie Tripp
Changes for Molly : a winter story	Valerie Tripp
Guide to minerals, rocks & fossils A.C. Bishop,	A.R. Woolley, W.R. Hamilton
The fling	John R. Erickson
The case of the tender cheeping chickies	John R. Erickson
Daisy, the story of a horse	Betty Beeby
Around the world in eighty days.	Geo. M. Towle
Sammy Keyes and the skeleton man	Wendelin Van Draanen
Upchuck and the rotten willy	Bill Wallace

SURPLUS RESOLUTION 2017-1068
NOVEMBER 28, 2017
SURPLUS LIST

Goosed!	Bill Wallace
20,000 leagues under the sea	Jules Verne
Dacey's song	Cynthia Voigt
Samantha saves the day : a summer story	Valerie Tripp
The Callender papers	Cynthia Voigt
The case of the mysterious voice	
The case of the prowling bear	
The ghost of rabbits past	
Dragonbreath: the case of the toxic mutants	
The mystery of the hot air balloon	Gertrude Chandler Warner
Dork Diaries: Tales from a Not-So Happy Heartbreaker	Rachel Renee Russell
Guardians of Ga'Hoole: The Outcast	Kathryn Lasky
Guardians of Ga'Hoole: The Hatchling	Kathryn Lasky
Guardians of Ga'Hoole: The Burning	Kathryn Lasky
Guardians of Ga'Hoole: The Shattering	Kathryn Lasky
Guardians of Ga'Hoole: The Siege	Kathryn Lasky
Guardians of Ga'Hoole: The Rescue	Kathryn Lasky
Guardians of Ga'Hoole: The Capture	Kathryn Lasky
Guardians of Ga'Hoole: The Journey	Kathryn Lasky
Diary of a Wimpy Kid: Dog Days	Jeff Kinney
Diary of a Wimpy Kid: Double Down	Jeff Kinney
Diary of a Wimpy Kid: The Long Haul	Jeff Kinney

Staff Summary Report

MEETING DATE:	November 28, 2017
AGENDA ITEM:	XI. Business Item (A)
AGENDA TITLE:	Aztec Sparkles Incentive

ACTION REQUESTED BY:	Mayor Sally Burbridge
ACTION REQUESTED:	Discussion of Incentives for Aztec Sparkles Lighting Contest
SUMMARY BY:	City Staff

Last year, as part of the Aztec Sparkles Event, City Commission approved an incentive for Aztec businesses to participate in the lighting contest. The Incentives were as follows:

Participation	\$75 Utility Credit
1st Place	\$3000 Utility Credit
2nd Place	\$2000 Utility Credit
Third Place	\$1000 Utility Credit

There were 65 commercial customers who received \$75 which totaled \$4875. The total credits issued were \$10,875.

City Staff has discussed and made the recommendation that Residential Utility Customers be included in the Holiday Lighting Contest. The following prizes are suggested:

Participation (commercial & residential)	=	\$25
1st Place Commercial	=	\$500 utility credit
2nd Place Commercial	=	\$250 utility credit
3rd Place Commercial	=	\$125 utility credit
1st Place Residential	=	\$500 utility credit
2nd Place Residential	=	\$250 utility credit
3rd Place Residential	=	\$125 utility credit

In addition, a People's Choice Award is being suggested that will be for a Grand Prize of \$1,000 utility credit.

Commissioner McClure recommended that the City remove the Incentives for the lighting contest this year due to the state of the economy, decrease in GRT, and budget restrictions. City Finance Director Kathy Lamb stated that the credits were included in the revenue projections for the City within the Electric Department. (The incentives show as a decrease in electric revenues). In order to make a change to these incentives, Commission will need to take action to remove the incentives or change the amounts of the incentives.

SUPPORT DOCUMENTS: Contest Flyer and Application

MOTION: Move to Approve the 2018 Holiday Lighting Contest initiative as amended.



Could You Use \$1,000 Off of Your Utility Bill This Year? - If so, Read on.

The City of Aztec has something especially for you! The City will offering a **Holiday Season Lighting Contest** for both Commercial and Residential Utility Customers this year!

Who: All commercial and residential Aztec utility customers located within the City limits of Aztec, New Mexico.

When: Applications are due to the Utility Office no later than **5:00 p.m. on Monday, December 4, 2014**

All business and residential utility customers that participate will receive a \$25 credit on their utility bill to encourage participation. Judging will occur on _____ . Judging will be for the following:

1st Place Commercial	=	\$500 utility credit
2nd Place Commercial	=	\$250 utility credit
3rd Place Commercial	=	\$125 utility credit
1st Place Residential	=	\$500 utility credit
2nd Place Residential	=	\$250 utility credit
3rd Place Residential	=	\$125 utility credit

OH WAIT, THERE'S MORE!

There will be a People's Choice Award (commercial OR residential) for a grand prize winning of \$1,000 utility credit.

People can select their favorite lighting decoration on an on-line survey or download a paper ballot at: www.aztecnm.gov

Paper ballots must be turned into the Aztec Visitor Center, 110 N Ash Ave by December 15, 4:00 pm.

Winners will be posted on the City of Aztec website and Facebook page on December 18th.



City of Aztec Christmas Lighting Contest for Commercial Businesses



APPLICATION DEADLINE: December 4

JUDGING DATE: December 15

*Please turn your completed application in to the Utility Office
to ensure you receive your \$25 utility credit.*

Name

Utility Account #

Contact Person

Address

(Give COMPLETE address so the
Judges can find the location easily)

Phone

Email

Briefly Describe Decorations

Signature

Date

Staff Summary Report

MEETING DATE:	November 28, 2017
AGENDA ITEM:	XI. BUSINESS ITEM (B)
AGENDA TITLE:	Purchase of Real Property: 119 E Chuska St, 119 S Church Ave, Aztec NM 87410

ACTION REQUESTED BY:	Community Development and Finance Depts.
ACTION REQUESTED:	Steven Saavedra
SUMMARY BY:	Steven Saavedra and Kathy Lamb

PROJECT DESCRIPTION / FACTS

PROCUREMENT / PURCHASING

An appraisal of the property was completed in December 2015 by Gipson Investments, Inc. which was the basis for the existing purchase agreement. There are no additional procurement requirements of the City to proceed with the purchase of the property if the Commission approves the purchase of the property.

FISCAL INPUT / FINANCE DEPARTMENT

The proposed action is to approve or deny the acquisition of real property located at 119 E. Chuska Street, Aztec NM 87410 otherwise known as the Aztec Business HUB /Incubator. The City Commission approved a motion on September 22, 2015 asking City staff to negotiate a lease agreement with the Presbyterian Church to secure property for the Aztec Business HUB/Incubator and to complete an appraisal on the property located. The City of Aztec entered into a lease-purchase agreement with the Presbyterian Church on December 22, 2015 for an appraised value of \$135,000.00. The lease purchase agreement allows the City of Aztec to purchase the property for 135,000.00 by January 1, 2018.

- 1) Acquire the property for \$135,000.00 under this lease-purchase agreement.
- 2) Vacate this lease-purchase agreement

The subject property is approximately 0.32-acres. A two-story 3680 square foot commercial building inhabits the property. The commercial building was constructed in 1962. The purchase agreement includes both the building and the land.

The FY18 Adopted Budget does not currently include funds specifically identified for the purchase of the real property located at 119 E Chuska St, 119 S Church. If the City Commission approves the purchase of the property, a special budget resolution will be prepared for commission action on the December 12, 2017 regular commission meeting. The budget

resolution will include funds for property purchase and closing costs, improvements to the facility, additional staffing, marketing and signage of the facility, an estimated total of \$235,000

Sources of funds for the purchase and additional costs would be a transfer of \$100,000 from the Economic Development Fund to General Fund and increasing the gross receipts tax revenue budgets in General Fund by \$153,000 (the amount distributions have exceeded the established budget from July through November) providing \$253,000.

SUPPORT DOCUMENTS: Lease-Purchase Agreement
HUB Financial Numbers

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve or Deny the Lease-Purchase Agreement for \$135,000.00 of Real Property. The Subject property is located at 119 E. Chuska, Aztec NM 87410.

CITY OF AZTEC
COMMISSION MEETING MINUTES
September 22, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:05pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Commissioner, Sherri Sipe

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner, Sheri Rogers

IV. ROLL CALL

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

Members Absent: None

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

V. AGENDA APPROVAL

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

VI. PRESENTATION

A. Crime Stoppers-Jamie Harcrow

Jamie presented commission with an overview of the Crime Stoppers Program. She presented about the program and purpose of the program, on the history of the program, on how the program works within San Juan County, on statistics, the programs funding and how to contact Crime Stoppers with a tip.

VII. CITIZEN RECOGNITION

None

VIII. EMPLOYEE RECOGNITION

None

IX. CONSENT AGENDA

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

- A. Commission Workshop Meeting Minutes, September 8, 2015
- B. Commission Meeting Minutes, September 8, 2015
- C. Travel Requests
- D. Resolution 2015-970 Surplus
- E. Finance Department Record Destruction
- F. Bid 2016-0529 Municipal Building Re-Roofing Award
- G. Bid 2016-534 N Main Corridor Phase 0
- H. 2016 Airport Maintenance Grant
- I. Library Services Agreement With San Juan County
- J. Senior Citizen Services Agreement with San Juan County

X. ITEMS FROM CONSENT AGENDA

None

XI. CITIZENS INPUT

Cindy Cochran mentioned that they are one of the residents that had flood damage and stated that she was here tonight because she felt like she was mistreated by a City employee. She mentioned that this started from a question on why the resident needed a second lease agreement. She mentioned that Josh Ray had dropped off the agreement with them and she tried to contact him or to meet with him and had no response from him. She mentioned that City Engineer, Bill Watson met her at her house and that he was aggressive, used curse words and was very rude to her.

XII. BUSINESS ITEMS

- A. Business Holiday Lighting Contest

Josh reviewed the flyer that was presented in the agenda packet mentioning that this will be year two for the Holiday lighting contest. He mentioned that there are two changes this year which are Honorable Mentions and will receive \$250 utility credits and that the winners will have to run their holiday lights from December 4th through December 31st in order to receive credit.

MOVED by Mayor Pro Tem Sipe, SECONDED by Commissioner McClure To Approve The Changes To The Business Holiday Lighting Contest With The Lights To

Be On From December 4th Through December 31st And Lights Cannot Be Off More Than 3 Days During This Period In Order To Receive The Utility Credit

All Voted Aye; Motion Passed Five to Zero

B. Business HUB

Josh mentioned that this is project will provide a location for existing home based small businesses and businesses in need of space in Aztec to grow their product, services and market. The HUB project will present a pro-business community attitude that larger businesses seek in their location searches. Commission reviewed the budget for the project and reviewed rate schedules for various services. This project will involve coordination with many existing services from organizations such as the San Juan College Enterprise Center, and the Small Business Development Center.

MOVED by Mayor Pro Tem Sipe, SECONDED by Commissioner Rogers to Approve Motion To Allow Staff To Begin Negotiations On Entering Into A Lease Agreement With The Church To Secure Property For The Aztec Business HUB/Incubator And To Complete An Appraisal On The Property Located At 119 W. Chuska

A Roll Call Was Taken: Motion Passed Four to One

C. City Flood Response

Josh mentioned that this item is for discussion only on City Flood Response. He mentioned that the City hosted two meetings related to the recent flood event and during those meetings staff informed citizens that the City does need to embark on City wide storm water management system updates and mentioned that this will be a lengthy and challenging process that will cost a significant amount of money.

XIII. LAND USE HEARINGS

A. 2015-112 Add a Compressor To A New Drill Gas Well

Mayor Burbridge opened the Land Use Hearing for Request for 2015-112 Add a Compressor to a New Drill Gas Well. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and reviewed the Order of Presentation.

William Homka, Community Development Director reviewed the staff summary with Commission and mentioned that this request follows an earlier application for a new gas well that was approved by Commission on July 14, 2015. He mentioned that this application seeks approval to add a compressor for wellhead compression on the well. The addition of the compressor is reasonable and undesirable effects have appropriate mitigation plans and all findings of fact cited in application 2012-076 are still in effect for this project, including remedies described in the application materials.

MOVED by Mayor Pro Tem Sipe, SECONDED by Commission McClure to Approve 2015-112, an Oil And Gas Well Application Submitted By The Mankin Land Company, LLC On Behalf Of BP America Production Company To Amend City Of Aztec Application 2015-076 And Approve The Addition Of A Compressor As Part Of The New Wells Construction At The Location Indicated In The Supporting Documents

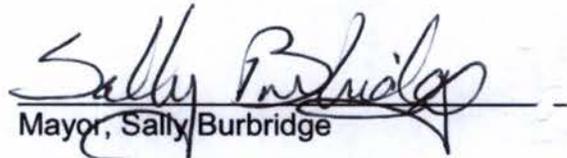
A Roll Call Was Taken: All Voted Aye, Motion Passed Four to Zero

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XVI. DEPARTMENT REPORTS

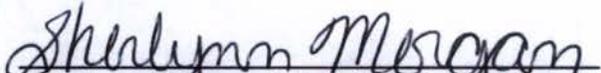
XVIII. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 7:56 pm.



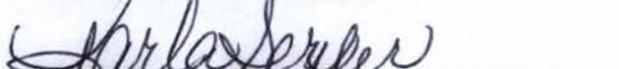
Mayor, Sally Burbridge

ATTEST:



Sherlynn Morgan, Administrative Assistant

MINUTES PREPARED BY:



Karla Saylor, City Clerk



ATTENDANCE SHEET

COMMISSION MEETING

DATE: 9-22-15

PAGE 1 of 1

--- PLEASE PRINT---

NAME	ADDRESS OR AFFILIATION
Carsten Amax	COA
Mike Heald	COA
KATE SKINNER	COA
Bob Henka	COA
Debbie Klein	AHS Key Club
Ben Watson	COA
Sue Carter	citizen of Astoria
Ron & Cindy Cochran	402 Sabana St.
Delain Genye	COA
Cindy Gioiello	COA



**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL – 2015
PART I – BROKER DUTIES**

As required by New Mexico law, before the time a broker generates or presents any written document that has the potential to become an express written agreement, the broker shall disclose in writing to their prospective customer or client, and obtain a written acknowledgement from their prospective customer or client, showing the delivery of the disclosure of the following broker duties:

- A. Honesty and reasonable care as set forth in the provisions of this sections;
- B. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
- C. Performance of any and all written agreements made with the customer or client;
- D. Assistance to the broker's customer or client in completing the transaction, unless otherwise agreed to in writing by the customer or client, including 1) Presentation of all offers or counter-offers in a timely manner, and 2) Assistance in complying with the terms and conditions of the contract and with the closing of the transaction;

If the broker in a transaction is not providing the service, advice or assistance described paragraphs D(1) and D(2) above, the customer or client must agree in writing that the broker is not expected to provide such service, advice or assistance, and the broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction;

- E. Acknowledgment by the broker that there may be matters related to the transaction that are outside the associate broker's or qualifying broker's knowledge or expertise and that the associate broker or qualifying broker will suggest that the customer or client seek expert advice on these matters;
- F. Prompt accounting for all money or property received by the broker;
- G. Written disclosure to their client or customer and to other brokers involved in the transaction of any potential conflict of interest that the broker has in the transaction including but not limited to:
 - 1. Any written brokerage relationship the broker has with any other parties to the transaction or;
 - 2. Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
 - 3. Other brokerage relationship options available in New Mexico;
- H. Written disclosure of any adverse material facts actually known by the associate broker or qualifying broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing law or the New Mexico Human Rights Act;
- I. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former client's consent or is required by law;
- J. Unless otherwise authorized in writing, an associate broker or qualifying broker shall not disclose to their customer or client during the transaction that their seller client or customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their buyer client or customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their client or customer for selling or buying property; that their seller client or customer or their buyer client or customer will agree to financing terms other than those offered; or any other information requested in writing by the associate broker's or qualifying broker's customer or client to remain confidential, unless disclosure is required by law.

BUYER AND SELLER SHOULD ACKNOWLEDGE RECEIPT OF THIS INFORMATION BY INITIALING BELOW.

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL – 2015
PART II – BROKER DUTIES**

BROKERAGE RELATIONSHIPS DISCLOSURE: Transaction Broker, Exclusive Agency, and Dual Agency are brokerage relationships available in New Mexico. See RANM Form 1401, Page 2 for an explanation of these relationships. Brokers are required to disclose *written* brokerage relationships the broker has with any other parties to the transaction.

1. Michelle Anthony ("Buyer's Broker") is working with the Buyer in this transaction as a:
- Transaction Broker without a written agreement.
 - Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement).
 - Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum).

2. IN-HOUSE TRANSACTION:

- A. Buyer's Broker is licensed under the same Qualifying Broker in the same Brokerage as Seller's Broker. Seller's Broker has a written listing agreement with the Seller as Transaction Broker Agent.
- B. Buyer's Broker is also Seller's Broker for the property in this Transaction. Seller's Broker has a written listing agreement with Seller as Transaction Broker Agent.

3. **DUAL REPRESENTATION DISCLOSURE AND CONSENT:** Brokerage is representing both Buyer and Seller by means of written agreements with each of them, without creating Dual Agency. If there are two written agreements, Buyer and Seller hereby consent to this dual representation.

4. **DUAL AGENCY DISCLOSURE:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Brokerage has not been chosen by the Qualifying Broker, thus creating Dual Agency. Prior to writing or presenting this offer, Broker must obtain written consent from the Buyer Client and Seller Client (RANM Form 1301, Agency Agreement – Dual).

5. Buyer's Broker does does not have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party: _____

If the Brokerage or Qualifying Broker has a material interest or relationship of a business, personal, or family nature in the transaction, that interest or relationship must also be disclosed separately.

6. Buyer Seller is a licensed Real Estate Broker.

The **BROKERAGE RELATIONSHIP DISCLOSURE** is acknowledged by the parties below:

BUYER
Sally Bridges 12-22-15 4:22
 Buyer Signature Date Time
 City of Aztec

SELLER
Robert Ramsey 12/22/2015 5:48
 Seller Signature Date Time
 Astec Presbyterian Church

BUYER'S BROKER
Ramsey Realty
 Buyer's Brokerage Firm
Michelle Anthony
 Broker Signature

Broker is is not a REALTOR®
 12/22/15 4:28pm
 Date Time

SELLER'S BROKER
Ramsey Realty
 Seller's Brokerage Firm
Robert Ramsey
 Broker Signature

Broker is is not a REALTOR®
 Date Time





**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

OFFER DATE: December 10, 2015

1. TERMS SUMMARY.

This Agreement includes:

- Property Disclosure Statement
- Addendum
- Financing Addendum
- Other (Describe): Lease Purchase Addendum, Commercial Rental Agreement

Offer Expiration Date: December 16, 2015

Buyer: City of Aztec, a

Seller: Aztec Presbyterian Church Aztec Presbyterian Church, a

Property: _____
 Address: 119 E CHUSKA Street AZTEC NM 87410
 Legal Description: Lots 9,10,11,12 Blk 31 Original Townsite

Purchase Price: \$ 189,000 or Appraised Value whichever is Lower 53
 Earnest Money: \$ _____ _____

Inspection Period: _____

Survey Type: ALTA Boundary Other (Describe): _____

Environmental Site Assessment: Phase I Phase II Other (Describe): _____

Closing Date: Jan 1st, 2016 JK

Conveyance Documents:
 Deed: General Warranty Deed Special Warranty Deed Quitclaim Deed Other: _____

- Assignment of Leases
- Other (Describe): _____

Title Company: Guardian Title

Title Officer Name: _____

Phone: _____ Facsimile: _____

Email: _____

2. FINANCE CONTINGENCY

- If checked, this Agreement is contingent upon Buyer obtaining financing on or before _____ and Financing Addendum (RANM Form 3106) is attached if appropriate.

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**REALTORS® ASSOCIATION OF NEW MEXICO
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3. **PROPERTY.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase Agreement ("Agreement"). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company. The Property includes all fixtures and permanent improvements located at the Property, including all mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), floor coverings, window coverings, elevators, signs, paving and landscaping. The Property includes all of Seller's interest in Existing Leases (as defined below), subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property. Service contracts, employment agreements, warranties and management agreements, to the extent they are assignable, will be included with the Property. **THIS AGREEMENT IS NOT TO BE USED FOR TRANSACTIONS INVOLVING AN ASSIGNMENT OF A GROUND LEASE. UNLESS SPECIFICALLY PROVIDED IN AN ADDENDUM TO THIS AGREEMENT, BUYER IS NOT PURCHASING ANY PERSONAL PROPERTY OF SELLER PURSUANT TO THIS AGREEMENT. (IN THE EVENT BUYER IS PURCHASING PERSONAL PROPERTY OF SELLER IN CONJUNCTION WITH PURCHASE OF THE PROPERTY, BUYER SHOULD CONSULT AN ATTORNEY REGARDING NECESSARY ADDITIONAL DOCUMENTATION.)**
4. **DEFINITIONS.** The following terms will have the following meanings:
- A. **APPRAISAL** means a current estimated market value of the Property as established by a licensed real estate appraiser. In the event the Buyer is obtaining a loan, the term refers to an appraisal conducted by a real estate appraiser approved by the lender.
 - B. **BROKER** includes Buyer's and Seller's brokers.
 - C. If a specific is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
 - D. **DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.
 - E. **DAY(S)** will be determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore will be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.
 - F. **DELIVERED** means personally delivered or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.
 - G. **DEADLINES.** Any "deadline(s)" can be expressed either as a calendar date (See Paragraph 4(C)) or as a number of days (See Paragraph 4(E)).
 - H. **ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.
 - I. **ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.
 - J. **ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
 - K. **FIXTURE** means an article which was once personal property, but which has now become a part of the Property because the article has been fastened or affixed to the Property.
 - L. **MASCULINE** includes the feminine.
 - M. **RESOLUTION** means the Buyer and Seller have a written agreement regarding how all Buyers' objections shall be resolved.

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N. **SINGULAR** includes the plural.

O. **STANDARD EXCEPTIONS** means those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These printed exceptions are matters outside the Title Company's search of the public records, and therefore special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.

5. **EARNEST MONEY.** Within 5 days of the Date of Agreement, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured Trust account selected by the Title Company. Subject to the provisions of this Agreement, the Earnest Money and all accrued interest is to be applied toward the purchase of the Property at the Closing. Upon Title Company's request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. If Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall be automatically terminated.
6. **DISCLOSURE AND DELIVERY OF INFORMATION.** Within 5 days of the Date of Agreement, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's control or possession, of the following: previously prepared environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices, a schedule of all lawsuits (except suits initiated by Seller against tenants no longer occupying space at the Property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved), and such other information, notices, correspondence, agreements and other materials, if any, in Seller's possession related to the Property.
7. **LEAD-BASED PAINT (LBP).** Is any part of this Property a RESIDENCE built before 1978? Yes No
If the answer is "Yes", SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING LBP HAVE BEEN MADE TO THE BUYER. (See LBP Disclosure – RANM Form 5112). NOTE: Both Residential AND certain commercial buildings built prior to 1978 are subject to the Lead Based Paint Renovation Repair and Painting Program.
8. **INSPECTION PERIOD.** Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer's expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Buyer agrees to not unreasonably disturb Seller's tenants at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:
- A. **PHYSICAL INSPECTION.** Buyer, at Buyer's election and expense, may obtain a physical inspection, lead-based paint hazard inspection and/or lead-based paint risk assessment concerning the Property.
- B. **TITLE.** Within 5 days of the Date of Agreement, Seller shall obtain a title commitment ("Title Commitment") from Title Company. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search and copies of all plats related to the Property. Buyer shall be entitled to review title to the Property during the Inspection Period.

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- C. SURVEY.** The survey of the Property of the type specified above shall be obtained by the party designated. The survey shall be obtained as soon as practicable and, in any event, within n/a days of the Date of Agreement. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items on Table A as selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer's Lender, if any. The "Flood Zone" status of the Property shall be reflected on the survey.
- D. LEASES.** During The Inspection Periods, Buyer may review all leases, subleases, lease guaranties, licenses, concession agreements and other rental or occupancy arrangements (collectively "Existing Leases") affecting the Property. Prior to the Closing, Seller shall obtain an estoppel certificate ("Estoppel Certificate") covering such matters and on a form mutually acceptable to Buyer and Seller from each tenant at the Property. Seller shall use its best efforts to obtain all Estoppel Certificates as soon as possible and in any event on or before the Closing Date. If any Estoppel Certificate cannot be obtained in a timely manner, Seller shall promptly give notice to Buyer of Seller's failure to obtain such Estoppel Certificate; and, in such event, Buyer, within n/a days after notice is given, may terminate this Agreement and have the Earnest Money, including accrued interest, delivered to Buyer.
- E. ENVIRONMENTAL SITE ASSESSMENT.** The Environmental Site Assessment of the Property shall be obtained by the party set forth in Paragraph 17 at such party's expense, within n/a days of the Date of Agreement. The site assessment of the Property shall be of the type specified above and shall be performed in a manner consistent with the standards created by American Society for Testing and Materials Standards.
- F. SOIL AND DRAINAGE INSPECTION.** Buyer, at Buyer's election and expenses, may obtain soil and drainage inspections and tests concerning the Property.

9. BUYER'S ENTRY. Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer indemnifies and agrees to defend Seller and the Property from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys' fees and costs), and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.

10. BUYER'S OBJECTION. Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property. In such event, Buyer, at Buyer's election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Seller shall have the obligation, at Seller's expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within days of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within days elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, including accrued interest, shall be delivered to Buyer. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.

11. SELLER'S REPRESENTATIONS AND WARRANTIES. Except as is expressly disclosed in the Property Disclosure Statement, Seller, to the best of Seller's current, actual knowledge, makes the following representations and warranties to Buyer as of the Date of Agreement and as of the Closing.

A. Seller is the sole owner of the Property and has the full right, power and authority to sell the Property to Buyer as provided in this Agreement.

B. Seller is not aware of any adverse soil, topography, hydrology, or drainage condition at the Property.

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- C. Seller is not aware of any hazardous materials, hazardous conditions, toxic substances, asbestos, or contaminated substances, including but not limited to asbestos, lead-based paint and/or PCB transformers at the Property.
- D. Seller has not received any notice from any governmental or quasi-governmental entity.
- E. The Property has never been used as a dump, landfill or other similar use and the Property has never had an above ground or an underground storage tank located on it.
- F. All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.
- G. Seller is not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property.
- H. Water service, electric service, natural gas, telephone service, and public sewer service are presently serving the Property.
- I. The Property is not subject to any historical Property designation and/or development limitation.
- J. Seller will not violate or modify any existing lease or Other Agreement, or create any new lease or Other Agreement affecting the Property, without Buyer's prior written approval.
- K. No person other than tenant(s) pursuant to the Existing Leases shall have any right to possession of the Property.
- L. No work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- M. No lawsuit or other claim is pending or threatened against Seller and/or the Property.
- N. No tenant or occupant of the Property is subject to any bankruptcy, receivership, probate or insolvency proceeding.
- O. Seller is not subject to any bankruptcy, receivership, probate or insolvency proceeding.
- P. Seller has not collected and will not collect any rent or other monies related to the Property for any period after the Closing Date.

Seller's representations and warranties shall survive the Closing.

12. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS. At the Closing, the following shall occur:

- A. **TAXES, ASSESSMENTS, UNPAID EXISTING IMPACT FEES.** Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company. Seller shall pay all special assessments, standby charges, prorate charges and other similar charges and/or assessments existing as of the Closing.
- B. **INSURANCE.** All insurance obtained by Seller will terminate on the Closing Date. Buyer is advised to obtain appropriate insurance related to the Property effective as of the Closing Date.
- C. **RENT, SECURITY DEPOSITS AND RELATED EXPENSES.** All rent and other similar monies, including but not limited to common area maintenance fees, utilities, operating expenses and other "pass-through's", shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. All security deposits pursuant to Existing Leases shall be delivered to Buyer and paid for by Buyer at the Closing.
- D. **LOAN IMPOUNDS.** At the Closing, Seller shall assign to Buyer, and Buyer shall pay for all impounds or trust funds (including but not limited to insurance escrows, tax escrows, and replacement reserves), held by the lender regarding any loan being assumed by Buyer.
- E. **OTHER CHARGES RELATED TO THE PROPERTY.** All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, unless specifically approved and assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall pay for all fees incurred in conjunction with the assignment of any service contract, management agreement and/or other contract. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any,

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shall be assigned to Buyer and be paid for by Buyer at the Closing. Title Company is hereby authorized to retain such monies out of the closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.

- 13. MATERIAL CHANGE.** No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a change in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer's election, may terminate this Agreement within 15 days of receiving notice from Seller of such Material Change. If Buyer terminates this Agreement, the Earnest Money and all interest accrued thereon shall be returned to Buyer.
- 14. RISK OF LOSS.** In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within 15 days of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.
- 15. CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.
- 16. CLOSING.** The closing ("Closing") shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged for the Closing.
- A. Unless stated otherwise in this Contract, Seller shall deliver the following:**
- i. The Deed, of the type specified above, subject only to the title items not objected to by Buyer during the Inspection Period.
 - ii. An assignment of the Existing Leases.
 - iii. An affidavit executed by Seller providing that Seller is not a "foreign person" as established by Internal Revenue Code Section 1445 or successor statutes.
 - iv. Other applicable closing documents required or specified by this Agreement.
 - v. Closing statement prepared by Title Company for Seller.
- B. Unless stated otherwise in this contract for the Closing Buyer shall deliver the following:**
- i. The balance of the Purchase Price.
 - ii. Other applicable closing documents required or specified by this Agreement.
 - iii. Documents, if any, related to Buyer's financing for the Property.
 - iv. Closing Statement prepared by Title Company for Buyer.

As soon after the Closing as is reasonably practicable, Title company shall issue to Buyer a standard New Mexico Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period.

All documents shall be in a form mutually acceptable to Buyer and Seller. Pro-rations shall be handled at the Closing as set forth in this Agreement.

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17. COSTS TO BE PAID. Buyer or Seller will pay the following marked items:

LOAN RELATED COSTS AND FEES	Buyer	Seller	Not Required	TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Appraisal Fee	XX			Closing Fee	1/2	1/2	
Appraisal Re-inspection Fee				Pro-Rata Data Search			
Credit Report				Legal Document Preparation			
Loan Assumption /Transfer				Special Assessment Search			
Origination Charge: up to <input type="checkbox"/> \$ <input type="checkbox"/> %				Buyer Recording Fees	X		
Points – Buydown				Seller Recording Fees		X	
Points - Discount				Other:			
Tax Service Fee							
Flood Zone Certification				Other:			
Other:							
Other:				POLICY PREMIUMS			
				Title Commitment		X	
				Standard Owner's Policy		X	
PREPAIDS REQUIRED BY LENDER:				Mortgagee's Policy	X		
Flood Insurance				Mortgagee's Policy Endorsements	X		
Hazard Insurance				Other:			
Interest							
PMI or MIP				Other:			
Taxes							
Other:				MISCELLANEOUS			
				Survey (Paragraph 8C)			
				Impact Fees			
Other:				POA Fees (e.g. Processing)			
				Environmental Site Assessment (Paragraph 8E)			
Other:				Other:			
				ESCROW / COLLECTION FEES			
				Set up			
				Periodic			
				Close out			
				Other:			
				Other:			

Seller will pay for preparations of Conveyance Documents. All other document preparation fees shall be paid for by Buyer. Any other finance costs not addressed here will be paid for by Buyer.

18. POSSESSION. Possession of the Property (subject to the rights of tenants under the Existing Leases) and keys to the Property shall be delivered by Seller to Buyer at the Closing.

19. DEFAULT AND REMEDIES. Before exercising any remedy, the non-defaulting party shall give the defaulting party **five (5) days** written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If the non-defaulting party elects to treat this Agreement as terminated, the Earnest Money and all accrued interest thereon, shall be delivered to the non-defaulting party and the non-defaulting party may pursue any additional remedies available at law, in equity or otherwise. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to specific performance. Buyer and Seller acknowledge and agree that Broker(s) will not in any circumstance be responsible for any breach by either party under this Agreement.

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- 20. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.
- 21. DISCLAIMERS.** Buyer acknowledges that it is acquiring the Property based on Buyer's own review and inspection. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS". Except as expressly provided in this Agreement, Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access size, marketability, value, future value, utilities, occupancy, or otherwise. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Buyer acknowledges that it is not relying upon any representation or warranty by any Broker.
- 22. REAL ESTATE BROKERS.** The parties acknowledge that the Broker(s) are the procuring cause of this Agreement. The parties acknowledge that the specific relationship(s) of Buyer and Seller with such Broker(s) has been established pursuant to separate written agreement. This Agreement shall serve as an irrevocable instruction to Title Company to pay such real estate brokerage fee, including applicable Gross Receipts Tax thereon, to Broker(s) from the Closing. Other than Seller's obligations to the Broker(s) as set forth above, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than the Broker(s) has any claim for a fee or commission in conjunction with the sale covered by this Agreement. Each party indemnifies and agrees to defend the other party from any and all costs and liabilities arising from any breach of any representation contained in this paragraph.
- 23. BROKER'S COMPENSATION.** Listing Broker to be paid at closing a compensation of 3.0 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller.
Selling Broker to be paid at closing a sales compensation of 3.0 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller. Other instructions:
- 24. FURTHER ACTION.** Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.
- 25. BACK UP OFFERS.** Buyer agrees that until such time as Buyer has approved the condition of the Property or waived any contingency of Buyer set forth in this Agreement, Seller may solicit and/or accept back-up offers to purchase the Property.
- 26. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be either personally delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, or by any method where there is evidence of receipt addressed to the parties and the Brokers at their respective addresses set forth in this Agreement. If any notice is personally delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given three (3) business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this Paragraph. FACSIMILE AND EMAIL COMMUNICATIONS MAY NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.
- 27. AUTHORITY.** Each party signing this Agreement represents and warrants to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and warrants to the other party that the transactions contemplated by this Agreement and each person signing this Agreement and/or any document at the Closing has been duly authorized by all requisite action and that no remaining action or third-party consent is required. If Seller is an entity, Seller represents and warrants to Buyer that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico. If Buyer is an entity, Buyer represents and warrants to Seller that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico.

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

28. **AMENDMENT.** This Agreement cannot be amended except as agreed to in writing by the parties.
29. **INVALIDITY.** If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.
30. **CONFIDENTIALITY.** Buyer and Seller agree that at all times after the Date of Agreement and prior to the Closing, unless consented to in writing by the other party or required by law, no party shall issue a press release or other public disclosure concerning the pending sale of the Property. Buyer and Seller agree to notify their employees, agents, contractors and Broker(s) involved in the sale of this confidentiality provision. No memorandum or other document referencing this Agreement shall be recorded.
31. **ATTORNEY REVIEW.** Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.
32. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
33. **WAIVER.** No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.
34. **ENTIRE AGREEMENT.** This Agreement (including all exhibits and addenda) and the Property Disclosure Statement covering the Property constitute a fully integrated document and represent the entire understanding and agreement between Buyer and Seller regarding the Property. All prior discussions, events, or representations, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions.
35. **TIME OF THE ESSENCE.** Time is of the essence under this Agreement.
36. **CAPTIONS AND DEFINED TERMS.** The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the "Terms" Paragraph.
37. **LIMITATION OF REAL PROPERTY INDEMNIFICATIONS.** To the extent applicable, if at all, the indemnifications contained in this Agreement are subject to and limited by the provisions of Section 56-7-1 of the New Mexico Statutes.
38. **SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

39. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties do do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
40. **ASSIGNMENT.** Buyer may may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
41. **MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
42. **DURATION.** If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn. In such event, all Earnest Money that already has been deposited with the Title Company, and all accrued interest, shall be delivered to Buyer.
43. **COUNTERPARTS.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.
44. **FOREIGN SELLERS.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold ten percent (10%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to RANM Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

In the event the above exception to FIRPTA does not apply, prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold ten percent (10%) of the amount realized from the sale of the Property for remittance to the IRS in accordance with FIRPTA.

REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT - COMMERCIAL - 2015

OFFER BY BUYER

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

Buyer Signature Sally Burbridge Date 12-22-15 Time 4:22

Buyer Signature _____ Date _____ Time _____

City of Astec
Buyer Name (Print) _____ Email Address _____

Buyer Name (Print) Sally Burbridge Email Address _____

Buyer Address _____ City _____ State _____ Zip Code _____

Buyer Home Phone _____ Buyer Cell Phone _____ Buyer Business Phone _____ Buyer Fax _____

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT - COMMERCIAL - 2015**

Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.
Seller (select one):

SELLER ACCEPTS this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

SELLER

	12/25/2015	5:49
<small>Seller Signature</small>	<small>Offer Date</small>	<small>Time</small>
<small>Seller Signature</small>	<small>Offer Date</small>	<small>Time</small>
Aztec Presbyterian Church		
<small>Seller Name (Print)</small>	<small>Email Address</small>	
Aztec Presbyterian Church		
<small>Seller Name (Print)</small>	<small>Email Address</small>	
<small>Seller Address</small>	<small>City</small>	<small>State</small> <small>Zip Code</small>
<small>Seller Home Phone</small>	<small>Seller Cell Phone</small>	<small>Seller Business Phone</small> <small>Seller Fax</small>

- REJECTS & SUBMITS** a Counteroffer (RANM Form 5102).
- REJECTS & SUBMITS** an Invitation to Offer (RANM Form 5103).

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTER OFFER, OR IS REJECTING THIS OFFER AND SUBMITTING AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, BUT SHOULD INITIAL ALL PAGES.

INITIALS: SELLER _____

- REJECTS** this offer.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES

INITIAL HERE: SELLER _____

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL – 2015**

**THE FOLLOWING IS PROVIDED FOR INFORMATION PURPOSES ONLY.
BROKER'S ARE NOT PARTY TO THIS AGREEMENT.**

BUYER'S BROKER

Michelle Anthony
Buyer's Broker Name

18154
Buyer's Broker's NMREC License No.

If different, Buyer's Broker's Qualifying Broker's Name

Buyer's Broker's Qualifying Broker's NMREC License No.

Ramsey Realty
Buyer's Brokerage Firm

505-334-6187
Office Phone

505-334-9707
Fax

100 N Main Ave.
Buyer's Brokerage Address

Aztec
City

NM
State

87410
Zip Code

MichelleA1989@aol.com
Email Address

Broker is is not a REALTOR®

SELLER'S BROKER

Robert Ramsey
Seller's Broker Name

Seller's Broker's NMREC License No.

Michelle Anthony
If different, Seller's Broker's Qualifying Broker's Name

18154
Seller's Broker's Qualifying Broker's NMREC License No.

Ramsey Realty
Seller's Brokerage Firm

(505) 334-6187
Office Phone

(505) 334-9707
Fax

100 N Main Ave
Seller's Brokerage Address

Aztec
City

NM
State

87410
Zip Code

ramseyrealtyazt@msn.com
Email Address

Broker is is not a REALTOR®

Date of Agreement: _____ (For reference purposes and for calculation of deadlines, the LAST party to execute this contract should fill in the date).



**REALTORS® ASSOCIATION OF NEW MEXICO
LEASE PURCHASE ADDENDUM # 1 - 2015**

THIS ADDENDUM OBLIGATES THE BUYER TO BUY AND THE SELLER TO SELL. PARTIES ARE ADVISED TO SEEK LEGAL COUNSEL AND TAX ADVICE TO EXPLAIN YOUR RIGHTS AND/OR CONSEQUENCES UNDER THIS AGREEMENT. BROKERS ARE NOT LAWYERS AND CANNOT GIVE LEGAL ADVICE.

This Addendum is part of the Residential Purchase Agreement, dated December 10, 2015 between
City of Astec ("Buyer") and
Astec Presbyterian Church "Astec Presbyterian Church" ("Seller") and

relating to the following Property:

119 E CHUSKA Street ASTEC 87410
Address City Zip Code
Lots 9,10,11,12 Blk 31 Original Townsite
Legal Description
or see metes and bounds description attached as Exhibit _____, SAN JUAN County, New Mexico.

Buyer and Seller agree as follows:

- 1. POSSESSION:** It is the intention of the parties to create a Lease Purchase transaction wherein the Buyer will take possession of the Property on or about January 1 2016 under that certain Rental/Lease Agreement attached as **EXHIBIT A**. Buyer will make deposits and rental payments under said Rental/Lease Agreement as set forth therein.
- 2. PURCHASE FEE:** Buyer shall deliver directly to the Seller a Purchase Fee in the amount of \$ 0.00. This Purchase Fee is separate from any Earnest Money deposit set forth in the Purchase Agreement and shall not be subject to the provisions of Earnest Money shown therein. The Purchase Fee will will not be a credit to the purchase price and/or Buyer's down payment (if allowed by Buyer's lender) at Settlement. In the event the Buyer defaults or is unable to purchase the Property per the terms of the Purchase Agreement, the Purchase Fee will **NOT** be refunded to the Buyer.
- 3. DEFAULT:** If the Buyer vacates the Property for any reason or defaults under the terms of this Lease Purchase Agreement, the attached Purchase Agreement, Rental/Lease Agreement, or any other agreement, the Seller shall have the right to immediately to cancel/terminate all agreements. In such case, the Seller shall retain all Earnest Monies, Purchase Fees, credits and all improvements to the Property as liquidated damages and not as a penalty.
- 4. SECURITY DEPOSIT:** The security deposit as set forth in the Rental/Lease Agreement will will not be applied to the Purchase Price and/or Buyer's down payment (if allowed by Buyer's lender) at Settlement.
- 5. EXTENSION:** The Seller is relying upon the Buyer's ability to close with cash or a loan on or before the closing date stated in the Purchase Agreement. Should the Buyer be unable to purchase the Property within the time period specified, the parties may agree to extend the Settlement/Funding dates, convert this Agreement to a Rental/Lease Agreement only, or terminate this Agreement. If this Agreement is terminated, Buyer agrees to vacate the Property, in accordance with the attached Rental/Lease Agreement attached as **EXHIBIT A**. Rent credit will will not continue to accumulate during the extension. Any extension will require a writing signed by both parties.

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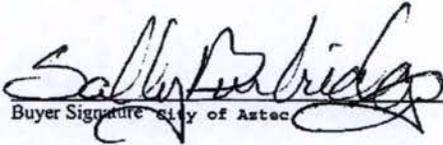
REALTORS® ASSOCIATION OF NEW MEXICO
LEASE PURCHASE ADDENDUM # 1 - 2015

6. **RENT CREDIT:** The rental/lease payments being made to the Seller under the Rental/Lease Agreement shall be in the amount of \$ 0.00, paid Annually. At the time of Settlement, the Title Company shall prorate rents. From each rental/lease payment, \$ 0.00 shall be credited to the Buyer, from Seller, at Settlement. At Settlement, Buyer may choose to apply rent credit to the purchase price or towards the Buyer's down payment (if allowed by Buyer's lender). In the event Buyer fails to complete the Lease Purchase, no portion of this rental/lease credit shall be returned to the Buyer.
7. **BACK UP OFFER/SALE OPTIONS:** Seller may may not accept Back Up Offers during the term of this Agreement. Seller may may not enter into another Purchase Agreement during the term of this Agreement.
8. **ASSIGNMENT:** Buyer may may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
9. **LEASEHOLD ESTATE ONLY:** Until closing, the Buyer shall have a Leasehold Estate only. This is not an installment land contract, bond for title agreement, or any other type of owner financing.
10. **ALTERATIONS AND IMPROVEMENTS:** Locks/deadbolts shall not be changed or re-keyed and no alterations or improvements, including, but not limited to, paint and wallpaper, shall be made to the Property without the prior written consent of the Seller. All alterations or improvements shall become part of the Property. If the Buyer makes any unauthorized alterations or improvements to the Property, at the sole discretion of the Seller, the Buyer shall, at the Buyer's sole cost, restore the Property to its original condition. All monies invested by the Buyer either with or without the Seller's consent are non-refundable.
11. **MAINTENANCE AND INSURANCE:** During the term of the Rental/Lease Agreement, Buyer shall maintain Property and its improvements and shall provide Seller with evidence of liability and contents insurance. Buyer will will not be responsible for all utility and other operating and maintenance expenses of the Property. Lender required insurance shall be the responsibility of the Seller.
12. **SMOKE DETECTORS:** There is is not a working smoke detector on the Property. If there is, Buyer agrees to test the detector monthly to ensure proper operation, and further agrees to replace all required batteries when necessary. The Buyer acknowledges that he/she understands how to test the smoke detector and replace its batteries. The Buyer also agrees to have a qualified professional install a new smoke detector immediately if the smoke detector ever fails to operate properly.
13. **TAXES:** All Property Taxes will be paid by the Seller through Settlement/Signing Date. All tax deductions on underlying loans or mortgages shall be claimed by the Seller.
14. **SEVERABILITY:** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
15. **THIS LEASE PURCHASE ADDENDUM SHALL CONTROL:** If there is any conflict between this Lease Purchase Addendum and any provisions of the Purchase Agreement, Rental/Lease Agreement, or any other Agreement, the language of this Lease Purchase Addendum shall control, supersede and be superior to all other agreements between the parties.
16. **OTHER:**
City of Aztec to make improvements including but not limited to roof repairs, new flooring and paint, etc. It is understood by all parties that if the purchase should not for any reason fulfill, all improvements and monies paid will become the property of the seller with no reimbursement to buyer/tenant. With exception of the teleconferencing equipment which will be considered personal property.
City will be responsible for all assessed property and personal taxes beginning 1/1/2016
This agreement is subject to final approval of the Presbyterian Church in Santa Fe.

REALTORS® ASSOCIATION OF NEW MEXICO
LEASE PURCHASE ADDENDUM # 1 - 2015

The Purchase Agreement referred to above is incorporated by reference into this Addendum.

BUYER


Buyer Signature City of Astec

12-22-15 4:23
Date Time

Buyer Signature

Date Time

SELLER


Seller Signature Astec Presbyterian Church

12/28/2015 5:49p
Date Time

Seller Signature Astec Presbyterian Church

Date Time

LIST OF EXHIBITS:

Form 3101 EXHIBIT A - Rental/Lease Agreement



**REALTORS® ASSOCIATION OF NEW MEXICO
COMMERCIAL PROPERTY LEASE/RENTAL AGREEMENT
TRIPLE NET ADDENDUM NO. 2 - 2015**

This ADDENDUM is a part of the COMMERCIAL PROPERTY LEASE f 119 E CHUSKA Street
(Property) between Aztec Presbyterian Church Aztec Presbyterian Church
(Landlord) and City of Aztec (Tenant)
dated: December 10, 2015

TRIPLE NET (NNN) LEASE: This lease is a NNN lease - the Tenant shall pay the rents agreed to in the Lease Agreement, including Common Area Maintenance (CAM) charges if any, and unless otherwise provided herein, shall pay all expenses associated with the ownership, operations, maintenance, and repair of the property; this includes utilities, taxes, insurance, maintenance, landscaping, security, and repairs of routine items and major components.

Tenant will put all utilities in an account of their choosing. Utility bills shall be sent to the Tenant, not the Landlord.

Tenant Landlord shall arrange for the tax liabilities to be sent to the Tenant and Tenant shall be responsible for payment thereof with proof of payment provided to the Landlord.

Tenant shall arrange for Building and Liability Insurance with a provider approved by the Landlord with the following coverage amounts:

Liability: 1000000.00
Building: 200000.00
Umbrella: _____
Other: _____

The following are exceptions to this NNN lease and will be paid by the Landlord:

- No exceptions
- HVAC major components (compressor, fan motor, etc.)
- Major roof repair/replacement - not to include routine leaks
- Major structural damage to the shell of the building
- Major replacement of water main and sewer main or plumbing not inside the shell of the building
- Replacement of the sidewalks - not to include routine repairs
- Repaving/Replacement of parking lot surface - not to include paint/stripping
- Expenses required by changes in building codes or city ordinances that are not "grandfathered-in" to the Property.
- The following special expenses:
 - 1. : _____
 - 2. : _____
 - 3. : _____
- Other: _____

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REALTORS® ASSOCIATION OF NEW MEXICO
COMMERCIAL PROPERTY LEASE/RENTAL AGREEMENT
TRIPLE NET ADDENDUM NO. 2 - 2015

TENANT'S SIGNATURE

City of Aztec

Tenant Name

Tenant Name

Tenant Signature Date Time

Tenant Signature Date Time
By Sally Burbridge Sally Burbridge 12-22-15 4:27

Name of Person who signs on behalf of a legal entity other than an individual
Mayor, City of Aztec
Its _____
Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on _____ at _____ a.m. p.m.

LANDLORD'S SIGNATURE

[Signature] _____
Landlord's Name Astec Presbyterian Church

Landlord's Name Astec Presbyterian Church

Landlord's Signature Date Time
[Signature] 12/28/2015 5:49

Landlord's Signature Date Time
By _____
Name of Person who signs on behalf of a legal entity other than an individual
Its _____
Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on _____ at _____ a.m. p.m.

CITY OF AZTEC: HUB BUSINESS INCUBATOR

JUNE 30, 2017

Current ratio	4.23
Quick ratio	4.23

Cash ratio	4.23
Working capital	\$12,246

Assets

Current assets	
Cash and cash equivalents	16,038
Short-term investments	-
Accounts receivable	-
Inventories	-
Prepaid expenses and other current assets	-
Total Current Assets	\$ 16,038
Other assets	
Property, plant, and equipment at cost	24,887
Less accumulated depreciation	12,325
Property, plant, and equipment (net)	12,562
Long-term cash investments	-
Equity investments	-
Deferred income taxes	-
Other assets	
Total Other Assets	\$ 12,562
Total Assets	\$ 28,600

Liabilities

Current liabilities	
Loans payable and current portion long-term debt	-
Accounts payable and accrued expenses	492
Facility Deposits	800
Unearned Revenues	2,500
Total Current Liabilities	\$ 3,792
Long-Term Liabilities	
Long-term debt	-
Total Long-Term Liabilities	\$ -
Total Liabilities	\$ 3,792
CITY EQUITY	
General Fund Investment	98,456
HUB Income Reserved	12,404
HUB Operating Loss	(86,052)
Total Liabilities and Equity	\$ 28,600

CITY OF AZTEC
HUB BUSINESS INCUBATOR
TWO YEAR COMPARATIVE INCOME STATEMENT

	30-Jun-17	30-Jun-16	Increase / (Decrease)
REVENUE			
GRANTS	17,183	-	17,183
SERVICES *	590	-	590
FEES*	100	-	100
RENT*	11,714	-	11,714
TOTAL REVENUES:	\$ 29,587	\$ -	\$ 29,587
EXPENSES			
PRSN: WAGES -PART TIME	4,769	-	4,769
PRSN: FICA/MEDICARE TAXES	365	-	365
PRSN: WCOMP ADM FEE	5	-	5
PRSN: WCOMP INSURANCE PRE	-	-	-
PRSN: UNEMPLOYMENT TAXES	-	-	-
TOTAL PERSONNEL EXPENSES:	\$ 5,139	\$ -	\$ 5,139
GENERAL SUPPLIES & MATERIALS	912	58	854
SUPPLIES: COMPUTER ACCESSORIES	52	-	52
SAFETY SUPPLIES & EQUIPMENET	-	-	-
GROUND MAINT SUPPLIES & MATERIALS	945	-	945
FACILITY SUPPLES & MATERIALS	6,006	7,472	(1,466)
N-CPT: AV-TELECOM-TECH	9,496	-	9,496
N-CPT: FURNITURE	1,790	620	1,170
TOTAL SUPPLY EXPENSE:	\$ 19,201	\$ 8,150	\$ 11,051
FACILITY MAINTENANCE	17,948	15,156	2,792
SOFTWARE/MAINTENANCE AGREEMENTS	149	-	149
PROFESSIONAL SERVICES	-	2,153	(2,153)
INS: PROPERTY	1,035	-	1,035
UTIL: EL, WA, SW, TR	2,179	650	1,529
UTIL: NATURAL GAS	1,470	397	1,073
UTIL: COMMUNICATIONS	2,134	-	2,134
HUB PROMOTION & MARKETING	115	-	115
PROPERTY TAXES	2,551	-	2,551
DEPRECIATION	12,325	-	12,325
TOTAL SERVICE EXPENSES:	\$ 39,906	\$ 18,356	\$ 21,550
OPERATING EXPENSES	\$ 64,246	\$ 26,506	\$ 37,740

CITY OF AZTEC
HUB BUSINESS INCUBATOR
TWO YEAR COMPARATIVE INCOME STATEMENT

	30-Jun-17	30-Jun-16	Increase / (Decrease)
CPTL: LEASEHOLD IMPROVEMENTS (Grant Funded)	16,887	-	16,887
CPTL: OFFICE EQUIPMENT	8,000	-	8,000
TOTAL CAPITAL EXPENSE:	\$ 24,887	\$ -	\$ 24,887
TOTAL HUB EXPENSES:	<u>\$ 89,133</u>	<u>\$ 26,506</u>	<u>\$ 62,627</u>
HUB OPERATING LOSS	<u>\$ (59,546)</u>	<u>\$ (26,506)</u>	<u>\$ (33,040)</u>
General Fund Investment (All expenses less grant funded costs)	<u>\$ 71,950</u>	<u>\$ 26,506</u>	
 HUB INCOME RESERVED FOR FUTURE IMPROVEMENTS AT FACILITY	 12,404		