

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
September 11, 2018
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. NEW MEXICO PLEDGE

I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect Friendship Among United Culture's.

V. ROLL CALL

VI. PROCLAMATION

A. Constitution Week

VII. PRESTENTATION

Once a Day Marketing LLC, James Glover

VIII. AGENDA APPROVAL

IX. CITIZEN RECOGNITION

X. EMPLOYEE RECOGNITION

XI. CONSENT AGENDA

- A. Commission Meeting Minutes August 28, 2018
- B. Library Services Agreement with San Juan County
- C. Senior Citizen Services Agreement with San Juan County
- D. Resolution 2018-1102 Adopting the 2019-2023 Infrastructure Capital Improvement Plan (ICIP) for the Aztec Senior Center
- E. Resolution 2018-1103 Authorizing the Certification of the City of Aztec 2018 Capital Asset Inventory (PULL FROM AGENDA)
- F. NMDOT Control No. C5142088 East Aztec Arterial Funding Agreement

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. CONSENT AGENDA (continued)

G. Memorandum of Understanding (MOU) for Aztec Municipal School District School Resource Officer

H. Memorandum of Understanding (MOU) for Aztec Municipal School District School Resource Officer (SRO) – Aztec High School

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”

XII. ITEMS FROM CONSENT AGENDA

XIII. 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)

XIV. BUSINESS ITEMS

A. Final Adoption of Ordinance 2018-482 Municipal Gross Receipts Tax, An Ordinance Amending Chapter 27, Article 1, Gross Receipts Taxes

XV. LAND USE HEARINGS

A. VAR 18-02 A variance to reduce the dimensional standards and setback requirements in the R-2 Single-Family Residential zoning district

B. VAR 18-03 A variance to exceed the height requirements of 12-feet for the storage of a recreational vehicle carport and to build an accessory structure in a vacant lot abutting residence at 705 Little Rabbit Dr., Aztec, NM

C. ZC 18-03 Zone Change request from R-1 Single-Family Residential Zoning District to A-1 Agricultural or Rural Zoning District

D. CUP 18-03 A Conditional Use Permit to allow a boat in the front yard setback area

XVI. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XVII. DEPARTMENT REPORTS

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

XVIII. 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.

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1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 August 28, 2018
4

5 **I. CALL TO ORDER**

6 Mayor Victor Snover 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
11 The Invocation was led by Commissioner Randall after a moment of silence for
12 Dale Anderson and Senator John McCain.
13

14 **III. PLEDGE OF ALLEGIANCE**

15
16 The Pledge of Allegiance was led by Mayor Snover
17

18 **IV. NEW MEXICO PLEDGE**

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20 The New Mexico Pledge was led by Mayor Snover
21

22 **V. ROLL CALL**

23
24 Members Present: Mayor Victor Snover; Commissioner Austin Randall;
25 Commissioner Mark Lewis
26

27 Members Absent: Mayor Pro-Tem Rosalyn Fry; Commissioner Sherri
28 Sipe
29

30 Others Present: Project Manager Ed Kotyk; Administrative Assistant
31 Sherlynn Morgan (see attendance sheet)
32

33 **VI. AGENDA APPROVAL**

34
35 MOVED by Commissioner Randall to Approve the Agenda as given,
36 SECONDED by Commissioner Lewis
37

38 All voted Aye: Motion passed three to zero
39

40 **VII. CITIZEN RECOGNITION**

41
42 Mayor Snover recognized Dale Anderson a Citizen and business man who made
43 many contributions to the City; he will be truly missed. Senator John McCain was also
44 mentioned and the Mayor read his farewell statement.
45
46

47 **VIII. EMPLOYEE RECOGNITION**

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49 None

50
51 **IX. CONSENT AGENDA**

- 52
53 A. Commission Meeting Minutes August 14, 2018
54 B. Visitor Center Destruction of Records
55 C. Resolution 2018-1100 ICIP
56 D. Resolution 2018-1101 Surplus
57 E. Appointment of EDAB Alternate Member

58
59 Moved by Commissioner Randall, **SECONDED** by Commissioner Lewis to
60 approve the Consent Agenda as given.

61
62 All Voted Aye: Motion Passed Three to Zero

63
64 **X. ITEMS FROM CONSENT AGENDA**

65
66 None

67
68 **XI. CITIZENS INPUT (3 MINUTES MAXIMUM)**

69
70 Susan Aguirre from the Aztec Flower Shop mentioned the artwork she had
71 painted on the box outside her shop. She encouraged people to walk by and check it
72 out. She is trying to increase foot traffic down town and she mentioned that she had the
73 artist information if anyone else is interested in a mural.

74
75 **XII. BUSINESS ITEMS**

- 76
77 A. Final Adoption of Ordinance 2018-480 Amending Chapter 16 Article VII Municipal
78 Motor Vehicle Operation Fees

79
80 Utilities Director Delain George mentioned that they have had no comment on
81 this ordinance.

82
83 Moved by Commissioner Lewis, to Approve the Final Adoption of Ordinance
84 2018-480, An Ordinance Amending Chapter 16, Article VIII. Municipal Motor Vehicle
85 Operations **SECONDED** by Commissioner Randall

86
87 A Roll Call was taken; all voted Aye
88 Motion passed Three to Zero

89

90 B. Final Adoption of Ordinance 2018-481 Amending Chapter 16 Article IX
91 Community Development Fees

92
93 Andrew DiCamillo Code Compliance Officer stood in for Community
94 Development Director Steven Saavedra and explained that they have had no
95 comments on this ordinance.

96
97 Moved by Commissioner Randall, to Approve the Final Adoption of Ordinance
98 2018-480, An Ordinance Amending Chapter 16, Article VIII. Municipal Motor Vehicle
99 Operations SECONDED by Commissioner Lewis

100
101 A Roll Call was taken; all voted Aye
102 Motion passed Three to Zero

103
104 **XIII. LIQUOR LICENSE HEARING**

105
106 A. The Aztec Theater Center for Music and the Arts, Inc., 104/106 N. Main-Club
107 Liquor License

108
109 Delain George utilities director explained that this is because NM Alcohol and
110 Gaming Division is requiring another hearing be held for the Club license after
111 Commission approved a waiver for a new liquor license on July 24, 2018. She
112 explained that no comments have been received.

113
114 Moved by Commissioner Randall, to Approve the a waiver for a club liquor
115 license for Aztec Theater and Center for Music and Arts, Inc. located at 104 N. Main
116 Ave. Aztec, NM SECONDED by Commissioner Lewis

117
118 A Roll Call was taken; all voted Aye
119 Motion passed Three to Zero

120
121 **XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

122
123 Mayor Snover acknowledged the flurry of activity on Main Street with the
124 sprucing up, mural and new businesses opening. Despite the economy and drought, he
125 feels we are heading in the right direction and it's always good to see positive things
126 happening in Aztec. Mayor Snover congratulated Aztec High School principal Dr.
127 Warman Hall as Principal of the Year for secondary schools in NM and Aztec High
128 School Athletic Director Bryan Sanders as NM Schools Athletic Director of the year.

129
130 **XV. DEPARTMENT REPORTS**

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132 None

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135 **XVI. ADJOURNMENT**

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137 Moved by Mayor Snover, SECONDED by Commissioner Randall to adjourn the
138 meeting at 6:26 p.m.

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Mayor, Victor Snover

170 ATTEST:

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Karla Sayler, City Clerk

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175

176 MINUTES PREPARED BY:

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178

Sherlynn Morgan, Administrative Assistant

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Staff Summary Report

MEETING DATE: September 11, 2018
AGENDA ITEM: XI. CONSENT AGENDA (B)
AGENDA TITLE: Library Services Agreement with San Juan County

ACTION REQUESTED BY: Staff
ACTION REQUESTED: Approval
SUMMARY BY: Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

- San Juan County has submitted their contract for library services to the City for FY19. The County appropriates funds to our City for library services based on the premise that the City will provide the same level of services to County residents as we do to City residents.
- Annual funding provided by San Juan County in support of these services is \$5,000.

PROCUREMENT

- N/A

FISCAL IMPACTS

- The FY19 Adopted Budget includes \$4,500 specific to the funding included in this agreement. A budget resolution will be prepared in October to adjust the revenue and expenditure budgets specific to the additional funding.

SUPPORT DOCUMENTS: Contract for Library Services Agreement with San Juan County

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Contract for Library Services Agreement

CONTRACT FOR LIBRARY SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the City of Aztec, New Mexico, a municipal corporation, hereinafter called "the City" and the County of San Juan, a political subdivision of the State of New Mexico, hereinafter called "the County".

WHEREAS, pursuant to NMSA 1978, §4-36-2 (1965), the County is authorized to appropriate funds for library services;

WHEREAS, the County does not operate library facilities for its citizens; and

WHEREAS, the City has agreed to operate a library facility and offer library services to all residents of the County on the same basis as such services are offered to residents of the City. Additionally, this agreement will assign Legal Service Area (LSA) population allocations to San Juan County libraries in compliance with New Mexico Administrative Code (NMAC) requirements. Each San Juan County Public Library will use the most recent U.S. Census for their discreet population figures with the population within the city limits of Aztec, New Mexico allocated to the Aztec Public Library.

NOW THEREFORE, the parties mutually agree:

1. The City shall provide library facilities and services to County residents on the same basis and to the same extent as those provided to City residents.
2. As compensation for the above, the County agrees to appropriate the sum of Five Thousand Dollars (\$5,000.00) and to pay said sum to the City as consideration for the use and services of the library facility located within the municipal limits of the City.
3. The City shall keep books and records of all expenditures made pursuant to this Agreement, and keep such books and records available for inspection and audit by the County from time to time.
4. The term of this agreement shall be one year, commencing July 1, 2018, and ending June 30, 2019. Either party may terminate this agreement on 30 days written notice to the other party. If the agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

EXECUTED the day and year set out above.

Staff Summary Report

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|----------------------|--|
| MEETING DATE: | September 11, 2018 |
| AGENDA ITEM: | XI. CONSENT AGENDA (C) |
| AGENDA TITLE: | Senior Citizen Services Agreement with San Juan County |

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| ACTION REQUESTED BY: | Staff |
| ACTION REQUESTED: | Approval |
| SUMMARY BY: | Sherlynn Morgan |

PROJECT DESCRIPTION / FACTS

- San Juan County has submitted their contract for senior citizen services to the City for FY19. San Juan County appropriates funds to our City for senior citizen services based on the premise that the City will provide the same level of services to County residents as we do to City residents.
- Total annual funding provided by San Juan County for these services is \$4,050.

PROCUREMENT

- N/A

FISCAL IMPACTS

- The FY19 Adopted Annual Budget includes \$3,500 specific to this funding. A budget resolution will be prepared in October to adjust the revenue and expenditure budgets specific to the additional funding.

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|---------------------------|---|
| SUPPORT DOCUMENTS: | Contract for Senior Citizen Services Agreement with San Juan County |
|---------------------------|---|

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| DEPARTMENT'S RECOMMENDED MOTION: | Move to Approve Contract for Senior Citizen Services Agreement |
|---|--|

SENIOR CITIZEN SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2018, by and between San Juan County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), and the City of Aztec, a municipal corporation (hereinafter referred to as "the City").

WHEREAS, the County is authorized to contract for services to be provided to senior citizens living in San Juan County; and

WHEREAS, the City is willing and able to provide services to senior citizens living in San Juan County.

NOW, THEREFORE, it is understood and agreed as follows:

1. The City shall provide regularly scheduled services to senior citizens living within the boundaries of the City for fiscal year 2018-2019, and such services shall be comparable to those provided by the other senior citizens centers within the County.

2. Upon request by the City, the County shall provide to the City the sum of Four Thousand Fifty Dollars (\$4,050.00). This sum shall be used only to provide the services to senior citizens described herein.

3. At the conclusion of the fiscal year, the City shall forward to the County a written report detailing the services performed on behalf of senior citizens pursuant to this Agreement.

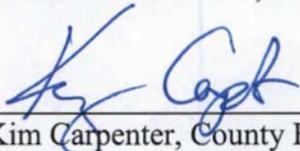
4. The City may contract with a subcontractor to provide the services described herein, but only with the express written consent of the County.

5. The City shall maintain records of all expenditures made under this Agreement, and the City's records shall be available for inspection and audit by the County during normal business hours.

6. The term of this Agreement shall be one year, commencing July 1, 2018 and ending June 30, 2019. Either party may terminate this Agreement on thirty (30) days written notice to the other party. If the Agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

The foregoing being clearly understood and agreed to, this Agreement is hereby effective as of the date entered above.

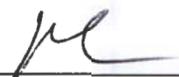
SAN JUAN COUNTY, NEW MEXICO

By 
Kim Carpenter, County Executive Officer

CITY OF AZTEC

By _____
Victor Snover, Mayor

**APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY**

By: 

ATTEST:

By: _____
Karla Saylor, City Clerk

**APPROVED AS TO FORM
CITY OF AZTEC ATTORNEY**

By: _____

Staff Summary Report

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|----------------------|--|
| MEETING DATE: | September 11, 2018 |
| AGENDA ITEM: | XI. CONSENT AGENDA (D) |
| AGENDA TITLE: | Resolution 2018-1102 Adopting the 2019-2023 Infrastructure Capital Improvement Plan (ICIP) for the City of Aztec Senior Center |

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|-----------------------------|------------|
| ACTION REQUESTED BY: | City Staff |
| ACTION REQUESTED: | APPROVAL |
| SUMMARY BY: | Kathy Lamb |

PROJECT DESCRIPTION / FACTS

A local infrastructure capital improvement plan is a plan that establishes planning priorities for anticipated capital projects. The need for this kind of planning has reached critical proportions in New Mexico, where local governments are faced with pressing demands for multiple capital improvements and limited funding to support them. The state-coordinated ICIP process encourages entities to plan for the development of capital improvements so that they do not find themselves in emergency situations, but can plan, fund, and develop infrastructure at a pace that sustains their activities.

The Department of Finance and Administration (DFA), through its authority in NMSA 1978, Sections 6-6-2J, 6-6-4, 9-6-5.1, 11-6-2, 11-6-3, 11-6-4.1, 11-6-5, and 11-6-5.1, strongly encourages each jurisdiction to prepare a Five-Year Infrastructure Capital Improvement Plan (ICIP).

The NM Aging and Long Term Services Department (ALTSD) administers capital funding for the senior centers throughout the state. A requirement of funding applications submitted to ALTSD is the inclusion of the project/equipment on the entity's ICIP. A separate ICIP specific to Senior Centers in the state was implemented in 2015.

Funding applications for the Senior Center are due in the spring, are reviewed by ALTSD and if approved, are included in capital requests to legislature. Legislative sessions occurring in even years, funding, if approved by voters with the November ballot, is through GO Bonds; odd years are funded by the legislature through the capital outlay bill.

FISCAL INPUT / FINANCE DEPARTMENT

The Senior Center ICIP must be completed to meet a required element for funding applications which may be submitted in spring 2019 for the 2020 Legislative session.

SUPPORT DOCUMENTS: Resolution 2018-1102
2020-2024 ICIP Summary

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1102 adopting the 2020-2024 Senior Center Infrastructure Capital Improvement Plan (ICIP).

CITY OF AZTEC

Resolution No. 2018-1102

A RESOLUTION ADOPTING THE FY 2020-2024 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the City of Aztec recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, the Aztec City Commission resolves as follows:

1. The City has adopted the attached 2020-2024 Infrastructure Capital Improvement Plan for the Aztec Senior Center, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This resolution supersedes Resolution No. 2017-1061

PASSED, APPROVED and ADOPTED by the governing body at its meeting of September 11, 2018.

Mayor Victor C. Snover

ATTEST:

Karla Sayler CMC

Infrastructure Capital Improvement Plan FY 2020-2024

City of Aztec Senior Center Project Summary

| ID | Year | Rank | Project Title | Category | Funded to date | 2020 | 2021 | 2022 | 2023 | 2024 | Total Project Cost | Total Amount Not Yet Funded | Phases? |
|----------------------------|------|------|---|-------------------------------------|----------------|---------|------|---------|---------|-----------|--------------------|-----------------------------|-----------|
| | | | | | | | | | | | | | |
| 34259 | 2020 | 001 | Senior Center Building Alarm System | Facilities - Senior Facilities | 0 | 75,000 | 0 | 0 | 0 | 0 | 75,000 | 75,000 | No |
| 33202 | 2020 | 002 | Aztec Senior Center HVAC Replacement | Facilities - Senior Facilities | 0 | 150,000 | 0 | 0 | 0 | 0 | 150,000 | 150,000 | No |
| 35316 | 2020 | 003 | Senior Center Kitchen Renovations | Facilities - Senior Facilities | 0 | 150,000 | 0 | 0 | 0 | 0 | 150,000 | 150,000 | No |
| 35275 | 2020 | 004 | Senior Center Flooring Replacement | Facilities - Senior Facilities | 0 | 100,000 | 0 | 0 | 0 | 0 | 100,000 | 100,000 | Yes |
| 35319 | 2020 | 005 | Senior Center Transportation Vehicles | Vehicles - Senior Facility Vehicle | 0 | 60,000 | 0 | 0 | 0 | 0 | 60,000 | 60,000 | Yes |
| 33204 | 2020 | 006 | Senior Center Kitchen Equipment | Equipment - Senior Center Equipment | 0 | 15,000 | 0 | 0 | 0 | 0 | 15,000 | 15,000 | No |
| 33206 | 2022 | 001 | Senior Center Roofing | Facilities - Senior Facilities | 0 | 0 | 0 | 165,000 | 0 | 0 | 165,000 | 165,000 | No |
| 33205 | 2022 | 002 | Meal Delivery Vehicles | Vehicles - Senior Facility Vehicle | 0 | 0 | 0 | 50,000 | 0 | 0 | 50,000 | 50,000 | No |
| 33207 | 2022 | 003 | Senior Center Parking Lot | Facilities - Senior Facilities | 0 | 0 | 0 | 70,000 | 0 | 0 | 70,000 | 70,000 | No |
| 35320 | 2024 | 001 | Senior Center Kitchen Ramp Renovation | Facilities - Senior Facilities | 0 | 0 | 0 | 0 | 0 | 35,000 | 35,000 | 35,000 | No |
| 31535 | 2024 | 002 | Aztec Senior Center Handicap Conversion Van | Vehicles - Senior Facility Vehicle | 0 | 0 | 0 | 0 | 0 | 60,000 | 60,000 | 60,000 | No |
| 31537 | 2024 | 003 | Aztec Senior Center Stucco | Facilities - Senior Facilities | 0 | 0 | 0 | 0 | 0 | 115,000 | 115,000 | 115,000 | No |
| 31539 | 2024 | 004 | ASC Walk in Cooler Freezer | Equipment - Senior Center Equipment | 0 | 0 | 0 | 0 | 0 | 45,000 | 45,000 | 45,000 | No |
| Number of projects: | | | | | | | | | | | | | |
| Funded to date: | | | | | 0 | 550,000 | 0 | 285,000 | 255,000 | 1,090,000 | | | |
| Grand Totals | | | | | | | | | | | | | 1,090,000 |

Staff Summary Report

| | |
|----------------------|--|
| MEETING DATE: | September 11, 2018 |
| AGENDA ITEM: | XI. CONSENT (E) |
| AGENDA TITLE: | Resolution 2018-1103 Authorizing the Certification of the City of Aztec 2018 Capital Asset Inventory |

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

PROJECT DESCRIPTION / FACTS

Acronyms:

NMAC – New Mexico Administrative Code

NMSA – New Mexico Statutes Annotated

IPA – Independent Public Accountant

- Also known as the NM State Audit Rule, NMAC 2.2.2, establishes the policies, procedures, rules and requirements for audits of governmental agencies in the state of New Mexico.
- NMAC 2.2.2.10.W Capital Asset Inventory:

(1) The Audit Act (Section 12-6-10 NMSA 1978) requires agencies to capitalize only chattels and equipment that cost over five thousand dollars (\$5,000). All agencies shall maintain a capitalization policy that complies with the law. All agencies shall maintain an inventory listing of capitalized chattels and equipment that cost over five thousand dollars (\$5,000).

(2) Agencies shall conduct an annual physical inventory of chattels and equipment on the inventory list at the end of each fiscal year in accordance with the requirements of Section 12-6-10 NMSA 1978. The agency shall certify the correctness of the inventory after the physical inventory. This certification shall be provided to the agency's auditors. The IPA shall audit the inventory listing for correctness and compliance with the requirements of the Audit Act.

- The 2018 Audit Rule has eliminated the requirement to keep old assets capitalized under historical thresholds (under \$5k) on inventory listing until they are disposed of
- The City has not completed a physical inventory of movable assets for several years. Throughout the 2018 fiscal year (July 2017 through June 2018), departments have completed the physical inventory and assets which were not located have been removed from the current inventory list. In addition, assets which have an original cost less than \$5,000 have been removed the inventory list.

- The Finance Department will continue working with city departments to refine the process for the proper accounting of all assets. The 2019 physical asset inventory will be completed in May and June of 2019.
- Due to numerous items which are under the \$5,000 threshold requiring removal from the capital list, the inventory list (Exhibit A) will be provided prior to the Commission meeting on Tuesday, September 11, 2018.

SUPPORT DOCUMENTS: Resolution 2018-1103 and Exhibit A.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1103 Authorizing the Certification of the City of Aztec 2018 Capital Asset Inventory

CITY OF AZTEC

Resolution No. 2018-1103

**A RESOLUTION AUTHORIZING THE CERTIFICATION OF THE CITY OF AZTEC'S 2018
CAPITAL ASSET INVENTORY**

WHEREAS, Section 12-6-10.A NMSA requires the City, at the end of each fiscal year, conduct a physical inventory of movable chattels and equipment costing more than five thousand dollars (\$5,000) under the control of the governing authority and that the inventory shall be certified by the governing authority as to its correctness; and

WHEREAS, the 2018 Capital Asset Inventory is a true, correct and complete listing of the City of Aztec's movable capital assets as of June 30, 2018; and

WHEREAS, the 2018 Capital Asset Inventory includes movable capital assets acquired since July 1, 2017; and

WHEREAS, movable capital assets which are obsolete, damaged beyond repair or stolen have been removed by the City of Aztec; and

NOW, THEREFORE, the Aztec City Commission resolves that the 2018 Capital Asset Inventory, attached and incorporated hereto as Exhibit "A", to be a true, correct and complete listing of movable Capital Assets acquired and owned as of June 30, 2018.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of September 11, 2018.

Mayor Victor C. Snover

ATTEST:

Karla Sayler CMC

Staff Summary Report

MEETING DATE: September 11, 2018
AGENDA ITEM: XI. CONSENT (F)
AGENDA TITLE: NMDOT Control No. C5142088 East Aztec Arterial Funding Agreement

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

PROJECT DESCRIPTION / FACTS

- The 2014 New Mexico Legislative Session approved the Capital Outlay HB55 which included \$3,819,775 for the East Aztec Arterial which had a reversion date of June 30, 2018. Due to delays in obtaining approval for construction of the final phase of the project, it was necessary to request the legislature to re-appropriate the balance of funding available.
- The 2018 New Mexico Legislative Session approved the re-appropriation of \$3,525,703 and extended the reversion date. NMDOT has generated a new agreement with the new amount and reversion date.
- NM Department of Transportation (NMDOT) will administer the funding for the capital appropriation. The funding agreement requires approval by the City Commission.
- Funding will be utilized for the construction of Phase 2.
- Funding expires June 30, 2020.

PROCUREMENT / PURCHASING (if applicable)

- Not Applicable to this item.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY19 Adopted Budget includes the phased construction of the East Aztec Arterial Phase 2. The FY20 and FY21 budgets will also include this project.

SUPPORT DOCUMENTS: NMDOT Fund 89200 Capital Appropriation Project Agreement
CN C5142088

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve NMDOT Fund 89200
Capital Appropriation Project Control No. C5142088

Contract Number: _____
Vendor Number: **0000054308**
Control Number: **C5142088**

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20 __, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Aztec, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2018, Chapter 68, Section 98, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID C4096 NMDOT Control Number C5142088 **\$3,525,703**

APPROPRIATION REVERSION DATE: 6/30/2020

Laws of 2018, Chapter 68, Section 98, Subsection , Three Million, Five Hundred Twenty-Five Thousand, Seven Hundred Three Dollars and No Cents (**\$3,525,703**), to to construct east Aztec arterial route in Aztec in San Juan county .

The Grantee’s total reimbursements shall not exceed Three Million, Five Hundred Twenty-Five Thousand, Seven Hundred Three Dollars and No Cents **\$3,525,703** (the “Appropriation Amount”) minus the allocation

for Art in Public Places (“AIPP amount”)¹, if applicable, , which equals Two Million, Eight Hundred Nineteen Thousand, Seven Hundred Seventy -Five Dollars and No Cents \$3,525,703 (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Aztec
Name: Kathy Lamb
Title: Finance Director
Address: 201 W. Chaco St., Aztec, New Mexico 87410
Email: klamb@aztecnm.gov
Telephone: 505-334-7653

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2020** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Aztec may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Aztec’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Aztec or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Aztec or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Aztec may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Aztec only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Cynthia A. Christ
By: Cynthia Christ

Its: Assistant General Counsel

8-20-18
Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

City _____ State _____ Zip _____

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. GF GOB STB (attach wire if first draw)

I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The City of Aztec shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Aztec shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Staff Summary Report

MEETING DATE: September 11, 2018
AGENDA ITEM: XI. Consent Agenda (G)
AGENDA TITLE: Memorandum of Understanding (MOU) for Aztec Municipal School District School Resource Officer

ACTION REQUESTED BY: City Manager
ACTION REQUESTED: Approval of MOU for Aztec School District SRO
SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

- The City has provided a School Resource Officer to Aztec Municipal Schools over the past several years. The current SRO is assigned to all schools in the district and works with Administrators, staff and students at all school locations. As per the attached agreement, the Aztec School District will reimburse the City for 50% of the salary and personnel costs for the SRO assigned to the program. The term of this agreement is a total of four years.

FISCAL IMPACTS

- The FY19 Adopted Annual Budget included revenue and expenditure budgets specific to SRO assigned to all schools (4 year agreement).

SUPPORT DOCUMENTS: City of Aztec and Aztec Municipal School District School Resource Officer Memorandum of Understanding

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the City of Aztec and Aztec Municipal School District Memorandum of Understanding for School Resource Officer.

**CITY OF AZTEC AND AZTEC MUNICIPAL SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is effective August 1, 2018, by and between the City of Aztec (City) and the Aztec Municipal School District (District).

WITNESSETH:

WHEREAS, the City and the District have cooperatively participated in a School Resource Officer (SRO) program for several years; and

WHEREAS, it is necessary and in the sound interest of the residents of the City of Aztec and is otherwise beneficial and advantageous for the parties of this agreement to cooperate with the SRO to effect its undertakings and activities; and

WHEREAS, the City and the District desire to enter into this Memorandum of Understanding for the SRO program for a period of four years; and

NOW THEREFORE, in consideration of the benefits to accrue to the administration, staff, students, and citizens of the City of Aztec from the SRO program and of the covenants and restrictions hereinafter set forth, the parties do agree as follows:

I. PURPOSE:

- A. To provide a certified police officer, on a full-time basis, to work with Administrators, staff and students at all area Aztec Municipal Schools.

II. ORGANIZATION AND OPERATIONS

- A. Officer(s) assigned to the SRO program will be an employee of the City of Aztec Police Department and shall be subject to the administration, supervision and control of the Aztec Police Department.
- B. The SRO shall be subject to all personnel policies and practices of the City of Aztec Police Department.
- C. Officer assigned to the SRO program will be self-motivated and able to work in an unsupervised environment.
- D. The SRO will take direct instruction from the Chief of Police or designee.

- E. The Chief of Police or designee and Aztec Municipal Schools Administration will communicate together on direct instruction to be given to the SRO.
- F. The SRO will respond to all problems related to violations of Federal, state and local laws and statutes.
- G. The SRO will not directly respond to violations of school rules and regulations. Those violations will continue to be the responsibility of the District.
- H. The SRO will be paid by the City. The District will reimburse the City for costs incurred based on monthly billing.
- I. The Aztec Police Department will provide the SRO with a vehicle, repair, maintenance, and operation expense for the vehicle, uniforms, leather gear, and such training as is necessary for the officer to maintain his/her NM Certified Officer status for the period of this Memorandum of Understanding.
- J. The SRO may be required to attend trainings provided by Aztec Municipal School District prior to commencing duty. Additional trainings, if required, will be scheduled and coordinated between the Aztec Police Department and the District.
- K. The SRO may be assigned to District extra-curricular activities and events as coordinated between the Aztec Police Department and the District.
- L. The District will be responsible for the 50% of the salary and personnel costs of the SRO for each scheduled day of instruction and attendance at District extra-curricular activities and events.
- M. If the District requests additional officers for extra-curricular activities or events, the District will be responsible for 50% of the salary and personnel costs for Officers assigned.
- N. The Chief of Police or designee, at his discretion, may assign Officers to extra-curricular activities and events with no cost to the District.

III. REVIEW AND ASSIGNMENT

- A. Annual program reviews will be scheduled.
- B. Annual personnel evaluations will be performed on the SRO by the Aztec Police Department.

IV. CONSIDERATION

- A. For and in consideration of the City providing the SRO program as described herein, the District agrees to reimburse the City for 50% of the personnel costs for the SRO assigned to the program.
- B. Personnel costs include the SRO salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not limited to: sick leave, annual leave, retirement contributions, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance.
- C. The City shall be the Fiscal Agent for the SRO program and shall strictly account for all receipts and disbursements.
- D. The City will provide monthly invoices and supporting documentation of hours provided for the SRO program.
- C. The City will bear financial responsibility for training and equipment costs for the Officer assigned to the SRO program.

V. EFFECTIVE DATE/TERMINATION OF A PARTY TO THE MEMORANDUM

- A. The term of this agreement is a total of four years commencing on August 1, 2018 and terminating July 31, 2022, unless notice of nonrenewal is given by either party, in writing, prior to June 15th each year of the agreement.
- B. Intent to terminate this agreement will only be in writing and with the approval of all parties involved.
- C. If funding should become unavailable by either party or the SRO program is not required, the agreement may be terminated with 30 day written notice.

IN WITNESS WHEREOF, the parties named herein have caused this Memorandum to be duly executed on their behalf and have set their hands and seals by their duly authorized officers, agents or representatives.

AZTEC MUNICIPAL SCHOOL DISTRICT

Kirk M. Carpenter, Superintendent

Dated _____, 2018

CITY OF AZTEC, NEW MEXICO
AZTEC, NEW MEXICO

Victor C. Snover, Mayor

Dated _____, 2018

Chief Mike Heal, Aztec Police Department

Dated _____, 2018

Attest:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: September 11, 2018
AGENDA ITEM: XI. Consent Agenda (H)
AGENDA TITLE: Memorandum of Understanding (MOU) for Aztec Municipal School District School Resource Officer (SRO) – Aztec High School

ACTION REQUESTED BY: City Manager
ACTION REQUESTED: Approval of MOU for Aztec High School SRO
SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

- Aztec Municipal School District has requested a second SRO to be assigned to Aztec High School. The SRO assigned to Aztec High School will work with Administrators, staff and students at the High School. As per the second agreement, the Aztec School District will reimburse the City 50% of the rate paid to the officers providing the SRO service. The term of this agreement is for the current school year.

FISCAL IMPACTS

- The FY19 Adopted Annual Budget included expenditure budget specific to the SRO assigned to the high school but did not include a revenue budget. A budget resolution will be prepared in October to adjust the revenue budget specific to the additional funding provided in the one year agreement

SUPPORT DOCUMENTS: City of Aztec and Aztec Municipal Schools School Resource Officer-Aztec High School Memorandum of Understanding.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the City of Aztec and Aztec Municipal School District Memorandum of Understanding for Aztec High School Resource Officer.

**CITY OF AZTEC AND AZTEC MUNICIPAL SCHOOLS
SCHOOL RESOURCE OFFICER – AZTEC HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is effective August 13, 2018, by and between the City of Aztec (City) and the Aztec Municipal School District (District).

WITNESSETH:

WHEREAS, the City and the District have cooperatively participated in a School Resource Officer (SRO) program for several years; and

WHEREAS, it is necessary and in the sound interest of the residents of the City of Aztec and is otherwise beneficial and advantageous for the parties of this agreement to cooperate with the expansion of the School Resource Officer (SRO) assignment specific to Aztec High School.

NOW THEREFORE, in consideration of the benefits to accrue to the administration, staff, students, and citizens of the City of Aztec from the SRO program and of the covenants and restrictions hereinafter set forth, the parties do agree as follows:

I. PURPOSE:

- A. To provide a certified police officer, on a full-time basis, to work with Administrators, staff and students at all area Aztec Municipal Schools. The officer will be assigned to Aztec High School and will be for the period August 13, 2018 through May 24, 2019.

II. ORGANIZATION AND OPERATIONS

- A. Officer(s) assigned to the SRO project will be an employee of the City of Aztec Police Department.
- B. Officer assigned to the SRO project will take direct instruction from the Chief of Police or designee.
- C. The Chief of Police or designee and Aztec Municipal Schools Administration will communicate together on direct instruction to be given the SRO officer.
- D. The Officer assigned to the SRO project will respond to all problems related to violations of Federal, state and local laws and statutes.
- E. The Officer(s) assigned to the SRO project will not directly respond to violations of school rules and regulations. Those violations will continue to be the responsibility of the Aztec Municipal

School District.

- F. Officer assigned to the SRO project will be paid by the City. The District will reimburse the City for costs incurred based on monthly billing.
- G. The Aztec Police Department will provide the SRO officer with a vehicle, repair, maintenance, and operation expense for the vehicle, uniforms, leather gear, and such training as is necessary for the officer to maintain his/her NM Certified Officer status for the period of this Memorandum of Understanding.
- H. Officers participating in the SRO Aztec High School assignment will be required to attend trainings provided by Aztec Municipal School District prior to commencing duty at the high school. Additional trainings, if required, will be scheduled and coordinated between the Aztec Police Department and the District.

III. FISCAL AGENT

- A. The City shall be the Fiscal Agent for the SRO project and shall strictly account for all receipts and disbursements.
- B. The City will provide monthly invoices and supporting documentation of hours provided for the SRO project as per this MOU.
 - 1. SRO will be on school campus for each scheduled day of instruction from August 13, 2018 through May 24, 2019 for the following hours:
 - a) Monday: 7:30 am to 2:30 pm (7.0 hrs)
 - b) Tuesday through Friday: 7:30 am to 4:00 pm (8.5 hrs)
 - 2. Hours billed will include services provided August 13, 2018 through May 24, 2019. Amount billed to the District will be 50% of the rate paid to officers providing SRO service.
 - 3. The Aztec Police Department will be responsible to schedule officers for the SRO High School assignment.
- C. The City will bear financial responsibility for personnel, training and equipment costs for the Officers assigned to the SRO program not included in this MOU.

IV. EFFECTIVE DATE/TERMINATION OF A PARTY TO THE MEMORANDUM

- A. This memorandum will become effective August 13, 2018 and terminate on May 24, 2019.

- B. Intent to terminate this agreement will only be in writing and with the approval of all parties involved.

- C. Should a *financial hardship* occur by either member of this Memorandum of Understanding, funding should become unavailable by either party or the SRO High School service is not required, the agreement may be terminated with 30 day written notice.

IN WITNESS WHEREOF, the parties named herein have caused this Memorandum to be duly executed on their behalf and have set their hands and seals by their duly authorized officers, agents or representatives.

AZTEC MUNICIPAL SCHOOL DISTRICT

Kirk M. Carpenter, Superintendent

Dated _____, 2018

CITY OF AZTEC, NEW MEXICO
AZTEC, NEW MEXICO

Victor C. Snover, Mayor

Dated _____, 2018

Chief Mike Heal, Aztec Police Department

Dated _____, 2018

Attest:

Karla Sayler, City Clerk

Staff Summary Report

| | |
|----------------------|--|
| MEETING DATE: | September 11, 2018 |
| AGENDA ITEM: | XIV. BUSINESS ITEM (A) |
| AGENDA TITLE: | Final Adoption of Ordinance 2018-482 Municipal Gross Receipts Tax, An Ordinance Amending Chapter 27, Article 1, Gross Receipts Taxes |

| | |
|----------------------|--|
| REQUESTED BY: | Finance Department |
| REQUESTED: | Approve the Final Adoption of Ordinance 2018-482 Municipal Gross Receipts Tax, An Ordinance Amending Chapter 27, Article 1, Gross Receipts Taxes |
| SUMMARY BY: | Kathy Lamb |

PROJECT DESCRIPTION / FACTS

New Information:

As per the Commission motion and approval on August 14, 2018, Business Item A, the ordinance has been updated to an increase in the municipal gross receipts tax rate by one-fourth of one percent or .25%. This increase will enact all increments available for the municipal local option gross receipts tax rate.

The proceeds from the gross receipts tax rate will be directed to the City's General Fund for general purposes.

This change in the municipal gross receipts tax rate will result in a gross receipts tax rate of 8.25% within the Aztec municipal boundary effective January 1, 2019.

As of September 5, 2018, no comments on the ordinance have been received by the City.

Previous Information (August 14, 2018 Staff Summary):

During the course of the annual budget review, questions regarding additional revenue sources were raised. One of those sources may be an increase in the gross receipts tax within the municipal boundary.

GROSS RECEIPTS TAX RATES in SAN JUAN COUNTY (not including Special Districts):

| | |
|----------------------|---------|
| Aztec: | 8% |
| Bloomfield: | 8.1875% |
| Farmington: | 7.625% |
| Kirtland: | 6.625% |
| Remainder of County: | 6.5625% |

TAX RATE HISTORY:

The current gross receipts tax rate within the municipal limits of Aztec is 8%. The 8% includes tax increments for the state, county and city. The last rate increase implemented by the City was effective in 2004 (ordinance 2003-304 & 2003-305), .375% (capital & Infrastructure local options), and established the Capital Projects Fund. Currently, the revenues generated by this increase are pledged to the debt incurred on the library and Tiger reservoir complex.

| <i>Effective Date</i> | <i>City %</i> | <i>County %</i> | <i>State % **</i> | <i>Total Rate %</i> |
|-----------------------|---------------|-----------------|-------------------|---------------------|
| July 2002 | 1.3750 | 0.3750 | 4.500 | 6.2500 |
| January 2003 | 1.4375 | 0.3750 | 4.500 | 6.3125 |
| July 2003 | 1.4375 | 0.5625 | 4.500 | 6.5000 |
| January 2004 | 1.4375 | 0.6875 | 4.500 | 6.6250 |
| July 2004 | 1.8125 | 0.6875 | 4.500 | 7.0000 |
| January 2005 | 1.8125 | 0.6875 | 5.000 | 7.5000 |
| July 2005 | 1.8125 | 0.8125 | 5.000 | 7.6250 |
| July 2010 | 1.8125 | 0.8125 | 5.125 | 7.7500 |
| January 2014 | 1.8125 | 0.8750 | 5.125 | 7.8125 |
| January 2015 | 1.8125 | 1.0625 | 5.125 | 8.0000 |

** 1.225% of the state rate is distributed back to municipalities, effective July 2010

AZTEC TAX RATE INCREMENTS:

| <i>Local Option Taxes</i> | <i>Maximum Rate</i> | <i>Increments Enacted</i> | <i>Fund</i> | <i>Total Rate</i> | <i>Available</i> |
|---------------------------|---------------------|---------------------------|-------------|-------------------|------------------|
| Municipal | 1.5000 | 0.2500 (7-1978) | General | 1.2500 | 0.250 |
| | | 0.2500 (7-1979) | | | |
| | | 0.2500 (1-1982) | | | |
| | | 0.5000 (7-1985) | | | |
| Infrastructure | 0.2500 | 0.1250 (7-1992) | Road | 0.2500 | 0.000 |
| Capital Outlay | 0.2500 | 0.1250 (7-2004) | Capital | | |
| Environmental | 0.0625 | 0.0625 (1-2003) | Jnt Util | 0.0625 | 0.000 |
| Hold Harmless | 0.3750 | | | 0.0000 | 0.375 |
| Total Local Rate | | | | 1.8125 | |

TAX INCREMENTS AVAILABLE:

Municipal - .25% is available to the City and may be implemented as .125% or .25%. No election is required and revenues may be directed to the General Fund or dedicated to specific purpose(s).

Hold Harmless - .375% is available to the City and may be implemented as .125%, .25% or .375%. Enactment of any portion of the hold harmless tax rate will result in a reduction of the hold harmless distribution to the City. No election is required and revenues may be directed to the General Fund or dedicated to specific purpose(s). Full enactment (.375%) would increase revenues to the City for approximately 4 years after which the City would lose revenues due to the reduction in the hold harmless distribution to the City, based on the schedule in 7-1-6.46 NMSA 1978 and no assumption of growth or changes in current statutes.

REVENUE PROJECTION:

For budget purposes, based on FY18 gross receipts distribution, 1/8 of one percent (.125%) would generate an additional \$128,000 annually. Using gross receipts distributions for FY17 & FY18 (the two lowest years of a five year period), the projection is \$124,000; using a five year period (FY14 to FY18), the projection increases to \$152,000.

New Mexico Taxation and Revenue will assess a 3.25% administrative fee on any tax increment. Based on a 1/8 of one percent increase, the administrative fee would increase by \$4,160 (administrative fees are included in the General Fund Finance Department budget and are currently budgeted at \$47,000 for FY19).

IMPACT TO CITIZENS:

.125% increase to gross receipts tax rate

| <i>Amount Spent</i> | <i>Current Tax Amount</i> | <i>New Tax Amount</i> | <i>Increase Tax</i> |
|---------------------|---------------------------|-----------------------|---------------------|
| \$ 10.00 | 0.80 | 0.81 | .01 |
| \$100.00 | 8.00 | 8.13 | .13 |

.25% increase to gross receipts tax rate

| <i>Amount Spent</i> | <i>Current Tax Amount</i> | <i>New Tax Amount</i> | <i>Increase Tax</i> |
|---------------------|---------------------------|-----------------------|---------------------|
| \$ 10.00 | 0.80 | 0.83 | .03 |
| \$100.00 | 8.00 | 8.25 | .25 |

TIMELINE:

To enact a new rate on January 1, 2019 (assuming no voter petition):

August 14, 2018: Intent to Adopt Ordinance

September 11, 2018: Adoption of Ordinance

September 14, 2018: Submission of Ordinance to Taxation & Revenue

October 2018: Taxation & Revenue begins process to certify tax rates statewide.

January 1, 2019: Enactment of New Rate

SUPPORT DOCUMENTS: Ordinance 2018-482 Municipal Gross Receipts Tax

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Final Adoption of Ordinance 2018-482 Municipal Gross Receipts Tax, An Ordinance Amending Chapter 27, Article 1, Gross Receipts Taxes

ORDINANCE NUMBER 2018-482
ADOPTING A MUNICIPAL GROSS RECEIPTS TAX
Amending Chapter 27, Article 1 Gross Receipts Tax

BE IT ORDAINED BY THE GOVERNING BODY OF
City of Aztec:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to **one-fourth of one percent (.25%)** of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "municipal gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No municipal gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;
- B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or
- C. direct broadcast satellite services.

Section 4. Dedication. Revenue from the municipal gross receipts tax will be used for the purpose(s) listed below:

To the General Fund of the City of Aztec

Section 5. Effective Date. The effective date of the municipal gross receipts tax shall be January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission has amended Article 1 within Chapter 27 of the Aztec City Code.

PASSED, APPROVED, SIGNED AND ADOPTED this _____ day of September 2018, by the Aztec City Commission, City of Aztec, New Mexico.

Mayor Victor C. Snover

ATTEST:

Karla Saylor, City Clerk CMC

Advertised Date of Final Adoption:

Effective Date of Ordinance:

Staff Summary Report

MEETING DATE: September 11, 2018
AGENDA ITEM: **XV. LAND USE HEARING (A)**
AGENDA TITLE: VAR 18-02 A variance to reduce the dimensional standards and setback requirements in the R-2 Single-Family Residential zoning district.

ACTION REQUESTED BY: Bryan & Stacy Hegarty
ACTION REQUESTED: A variance to reduce the dimensional standards and setback requirements in the R-2 Multi-family Zoning District.
SUMMARY BY: Steven Saavedra, CFM

PROJECT DESCRIPTION / FACTS

| | |
|------------------------------|---|
| Applicant | Bryan & Stacy Hegarty |
| Date of Application | 07/16/2018 |
| Location | 209 E. Blanco St. & 200 N. Church Ave, Aztec NM |
| Dimensions | 0.20-Acres |
| Existing Land Use | Residential |
| Existing Zoning | R-2 Multi-family Zoning District |
| Surrounding Zoning & Use | North: R-2 / Residential South: R-2 / Residential East: R-2 / Residential West: R-2 / Residential |
| Notice | Property owners within 100 feet were sent notice by certified mail on Monday, August 22, 2018, and public noticed ran in the Daily Times on August 24, 2018 |
| Floodplain / Flood Zone Area | Yes |
| Access | Blanco St. & Alley Access |

PROJECT DESCRIPTION

Petition No. VAR 18-02 is a request from Bryan & Stacy Hegarty, for a variance to allow a lot to be 2,367.59 square feet (0.05 Acres) in the R-2 Multi-family Zoning District. Pursuant to COA 26-2-44 (1) of the Land Use Requirements, the minimum lot size for a property in the R2 Multiple-Family is 5,000 square feet and the minimum front yard setback is 25 feet, 30-foot rear setback, 7.5-feet for a two-story structure. On June 20, 2006, the Aztec City Commission approved a variance to the required R-2 zoning setback requirements for the residential unit at

209 E. Blanco. In addition, the City Commission approved a Special Use Permit, allowing the applicant's business in the R-2 District.

R-2 Dimensional & Setback Standards

- 1) Minimum lot area shall be five thousand (5,000) square feet.
- 2) Lot width shall be a minimum of fifty (50) feet measured at the actual building setback.
- 3) 7.5-foot minimum side yard setback for two story structures.

The City of Aztec Land Use requirements states a variance is a departure from the strict application of area, height or setback requirement of this Ordinance, which is the result of the physical characteristics of the lot. Additionally, no variance shall be granted unless the City Commission is presented with sufficient evidence to find that the variance will not be contrary to the public interest and that special conditions exist such that a literal enforcement of the Code will result in an unnecessary hardship. The Code also states that a variance should not be approved unless the spirit and intent of the Code is observed, and substantial justice is done to the application and surrounding neighborhood. Furthermore, no variance shall be granted where economics are the basis for the application or to serve merely as a convenience to the property owner.

That the variance will not allow a use other than a use permitted for the district;

The variance will not permit a use not otherwise allowed in the R-2 District. The R-2 allows residential uses.

Is met

That under exceptional and extraordinary circumstances having to abide by literal enforcement of the provisions of this ordinance will result in unnecessary hardship;

In 2007, The City Commission granted a variance to build the structure at 209 E. Blanco. The structure exists and has existed at this location since 2008. If denied, there would be no unnecessary hardship, as economic hardship is not a criteria to grant a variance.

Is not met

That the circumstances presented were not created by the owner of the property and are not due to or the result of general conditions in the district in which the property is located;

The variance requested does arise from conditions created by the petitioner.

Is not met

That the development or use of the property for which the variance is sought, if limited by literal enforcement of the provisions of this ordinance, cannot yield a reasonable return in service, use or income as compared to adjacent conforming property in the same district;

The petitioner could continue the residential use and business. However, would not be allowed to subdivide the lot.

Is partially met

That the variance will not substantially or permanently injure the appropriate use of adjacent property in the same district and conforming to the designated Land Development district;

The residential structure exists at this location and has not been a nuisance or injurious to the neighboring properties. The granting of this variance is in harmony with the general interest, general purpose and intent of the code

Is met

That the variance will not alter the essential character of the Land Development district in which the property is located within and for which the variance is sought;

The variance will not alter the essential character of the Land Development in this district. The subject property is part of the Aztec Original Townsite Subdivision. There are numerous lots in the Aztec Original Townsite smaller than 5,000 square feet.

Is met

That the variance will not weaken the general purposes of this ordinance or the regulations established for the specific district;

This variance will not weaken the general purposes of this ordinance or the regulations of this district.

Is met

That the variance will not adversely affect the public health, safety, or welfare;

This variance as requested may adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare if access on-street parking occurs. The applicant needs to ensure there will be no additional on-street parking or will not block the alley abutting the subject property.

Is met

COMMUNITY DEVELOPMENT RECOMMENDATION

The Community Development Department recommends approval of application VAR 18-02, an application for Bryan & Stacy Hegarty, for a variance to reduce the dimensional standards and setback requirements for property at 209 Blanco, Aztec, NM 87410.

FINDINGS OF FACT

1. Bryan & Stacy Hegarty are requesting a variance to Chapter 26, Section 26-2-44 (1) to reduce the dimensional standards and setback requirements in the R-2 Multi-family Zoning District
2. This variance will allow the applicant to subdivide the property and reduce the lot at 209 Blanco to 2367.59 square feet in size.
3. This variance allows the east side yard setbacks to be reduced to 5-feet.
4. No comment on the application has been received by Community Development to date.

5. The subject property must maintain two parking spaces on the property. On street parking is prohibited.
6. The variance application must adhere to the building & Fire code requirements.

SUPPORT DOCUMENTS:

1. Application
 - a. Justification
 - b. Zoning Map
 - c. Site Plan
 - d. Street View photos (north & south)

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve Petition VAR 18-02, a request from Bryan & Stacy Hegarty, for a variance to reduce the dimensional standards and setback requirements in the R-2 Multi-Family Residential zoning district at 209 Blanco & 200 N. Church Ave, Aztec, NM, Tax ID # R0000357 and accepting Findings of Fact 1-6.

**Bryan & Stacy Hegarty
200 North Church Ave, & 209 East Blanco St.
Variance Application and Supporting Documents**

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SEPARATION LINE "VISUAL" PICTURES

PROPOSED TWO PARKING SPACES REPORT

NEIGHBORS WITH-IN 100 FEET OF PROPERTY LINE

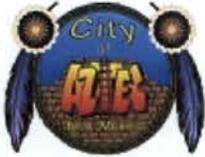
WARRANTY DEED

FLOOD MAP REPORT

SUPPLEMENTAL INFO ON BOTH SINGLE FAMILY RESIDENCES

BUSINESS LICENSE

**Variance Application
& Cover Page**



CITY OF AZTEC VARIANCE APPLICATION

Permit #: VAR 18-02 Date Started: 7/16/18 Date Approved: _____ Fees Paid: 60.00

PROPERTY OWNER CONTACT INFORMATION

Name: Bryan & Stacy HEGARTY
Mailing Address: 200 North Church Ave, Aztec, Nm 87410
Phone: 505 402 4152
Email: stacyhegarty61@gmail.com

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 209 East Blanco Street, Aztec, Nm 87410
Tax ID: _____ Parcel Size (ac): _____
Zone District: R-2
Current Use: RESIDENCE with home based business.
Proposed Use: RESIDENCE with home based business.
Flood Zone Designation: X (copy of report available)

REASON FOR REQUESTING A VARIANCE

PLEASE REFER TO THE ENCLOSED COVER LETTER.
BASICALLY WE ARE REQUESTING TO split property
into two lots, with one single family
RESIDENCE ON EACH lot.

APPLICANT SIGNATURE

I, BRYAN HEGARTY representing BRYAN & STACY HEGARTY hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: [Signature] Date: 7-12-18

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEEES ARE DUE PRIOR TO COMMISSION MEETING
Fees are: \$10 Administration Fee + \$50 Variance Fee = Total \$60



CITY OF AZTEC CONDITIONAL USE CHECKLIST

Applicable Fees

| | | |
|----------------------------|------|-------------|
| Administrative Fee | \$10 | } ONE CHECK |
| Conditional Use Permit Fee | \$50 | |

Detailed site map which includes the following:

- Address of property and adjacent properties
- Property boundary (all sides)
- Existing or proposed street(s) adjoining property (labeled)
- North arrow and scale
- All utility easements
- All utility lines
- All utility meters
- Existing and/or proposed structures
- Location of improvement(s)
- Setbacks for front, side and rear yards
- Driveway location (required for new addresses)
- Proposed parking area (if different than driveway)
- Location of all drainages

Ownership

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

Legal Description

Includes the legal description or physical address of the property.

Proposed Use

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

| | | |
|-------------------------------|--------|----|
| TY OF AZTEC | | CI |
| 07/16/2018 | 14:40 | CD |
| CM DEV VAR 18-02 | | |
| U-A229878 | | |
| FMSD CM DEV ADMIN FEE (ALL PE | AMOUNT | |
| FMSD CM DEV LAND USE PERMITS | 10.00 | |
| | 50.00 | |
| PAYMENT RECEIVED | AMOUNT | |
| CHECK: 1266 | 60.00 | |
| TOTAL | 60.00 | |



CITY OF AZTEC VARIANCE PROCESS

- Step 1** Schedule a meeting with the Community Development Director to review your zone change request (505) 334-7604.
- Step 2** Turn in completed application and items on the attached *Zone Change Application Checklist* to the Community Development Department at least 21 days prior to the regularly scheduled City Commission meeting.
- Step 3** The Community Development Department will send out land notifications to property owners within 100 feet of your property boundary.
- Step 4** Once all fees and documentation has been received, the Zone Change Application will be placed on the next City Commission agenda as a Land Use Hearing item.
- Step 5** On Tuesday, _____, the City Commission will meet at City Hall Commission Room at 6:00 p.m.

- Attendance is required by the applicant or by an authorized representative; applicants wishing to be represented by another party must submit this authorization to the Community Development Department in writing.
- Failure to appear at the meeting may cause the Variance Application to be postponed until the next regularly scheduled Commission meeting.
- City Commission will make a ruling upon the Findings of Fact and Conclusions of Law and will issue a Land Use Hearing Order approving or denying the Variance request.

PLEASE SCHEDULE AS SOON AS

POSSIBLE. THANK YOU
Suzanne Hegarty

7-16-18

Mr. Steven Saavedra
Aztec Planning Dept.
Aztec , NM 87410

RE: Variance Request.

Dear Mr. Saavedra,

REQUEST: Presently we own the two Aztec properties on the southwest corner of Church Ave & Blanco Street that we purchased back in 1997, about 20 years ago. The two properties are contiguous to each other on the corner lot. The area is zoned as an R-2 Multi-Family Dwelling District. Our problem is that both properties are on the same deed. The larger "green" property, (with a white fence around the property), is presently our primary residence at 200 North Church Ave, Aztec, NM 87410. The smaller "yellow" property, (next to the alley), is our second residence that we have used for visiting guests plus our home-based business at 209 East Blanco Street, Aztec, NM 87410. Both "single-family" residences are allowed under R-2 zoning regulations. We request that we be given a Lot Area and Set- Back Variance that would allow us to separate the two properties onto two separate deeds.

The reason for the request is so that we can sell our larger residence property but keep the smaller residence property. We plan to keep the smaller residence property as our New Mexico residence & home-based business. If the variance is not granted then we will be forced to; (1) sell both properties or (2) be forced to keep both properties, since they are on one deed. Being forced to sell both properties or hold both properties, will result in an unnecessary serious hardship to us as explained below. Although we believe our request is fair and reasonable with some benefits to Aztec, the separation of the properties onto two deeds will violate Aztec's Set-Back & Minimum Lot Size requirements for our smaller residence property which is why we are requesting a variance. NOTE: We were granted a variance to expand our larger property "residence" and smaller property "office" back in May 2006.

BACKGROUND: 20 years ago last September, my wife and I bought the two residential properties on the corner of Church Ave and Blanco, (which were both on a single deed). Both properties had been vacant for over a year. Both residences were in terrible disrepair and we were told that the smaller property had a bad reputation with the police due to past problem renters. The smaller property's floor space was only about 600 sq. ft., way below Aztec's minimum of 800 sq. ft., (which was unknown to us at that time). Both residences were in such disrepair back then, that no bank would give us a mortgage or a construction type loan, so we had difficulty in the purchase and had to pay for the repairs initially, out-of-pocket. It was quite a struggle at times. But we greatly improved both properties and brought them up to code. We believe our rehabilitation of both properties has greatly improved the important corner of Church & Blanco and the general area.

But our family changed over the past 20 years. All of our four children have left and started their own lives. We have been "empty nesters" for the past five years. We have continued the upkeep on to our mostly empty larger residence, but at this point we need to sell it and get something smaller with less upkeep and yard work. We are presently healthy, but as we have aged that has repair work has become more difficult. I have been injured twice in the past year doing repairs on the primary residence with a sprained ankle (yard work) and several hand stitches (gutter work). Along with the expense of maintaining such our larger residence, the physical demands have become more difficult. Our solution to this problem is to sell the larger residence and keep our smaller residence where we also operate our home-based business.

SPECIAL NOTE: After the variance, the resulting Area of both properties would be as follows:

- a). Each property has its own separate, sewer line, electrical, gas/heat, water and mailing address.
- b). We plan to use the separate address the previous owners were using for the smaller property and we have used for over 20 years, which is the 209 East Blanco St., Aztec Nm 87410.

According the "City of Aztec Variance Requirements, Sec. 26-4-552. Part 4. Approval or Denial", approval of a variance shall be granted by the City Commission if the following conditions are met:

(1) That the variance will not allow a use other than a use permitted for the district:

We believe we met this condition. As indicated previously, the area is zoned as an R-2 Multi-Family Dwelling District. We cannot perceive how splitting the two residences onto two separate deeds could circumvent Aztec's R-2 district regulations in the future. If our requested variance is granted, the larger residence (200 North Church Ave) would still be a single-family dwelling. The smaller property, (209 East Blanco St.) will continue to be a single-family dwelling and would be used as a home-based business along as a single residence.

Our home-based business complies with Aztec's regulations regarding home-based businesses. Our financial advice business is conducted so as not to be noticeable. Since the vast majority of our clients are located outside of New Mexico, we have very limited "client traffic" averaging only about two meetings a month. We are not a manufacturing or industrial type business and we have very limited mail and deliveries. There is more than adequate parking. We have enclosed a copy of our current Aztec business license

In summary this means we have a "clean, low impact" home-business with traffic and deliveries that do not exceed what is normal for residential use. Occasional client parking does not interfere with anyone or endanger the safety of people in the area. We do have a modest sign on the outside of our business but that back in March 2012 we were granted a Special Use variance to have the modest sign out front of the smaller residence related to our home-based business. We are in compliance with Aztec's rules on a home-based business.

(2) That under exceptional and extraordinary circumstances having to abide by literal enforcement of the provisions of this ordinance will result in unnecessary hardship:

We believe we also meet this condition. Without the variance we are prohibited from selling our larger residence , (200 North Church) and keeping our smaller residence/home-based business. This is an "unnecessary hardship". Without the variance, (in order to keep our smaller residence/ home based business), we have to also keep a 5 bedroom over 3,000 sq. ft residence for just my wife and I (where we struggle to keep the property maintained at our "older" age), that we no longer need and has become a drag on us. Without the variance, (in order to sell the larger residence), we have to sell both properties, forcing my wife and I to purchase a new place for our home-based business and new residence. My local clients know my present home-based business address which has been the same for over 20 years. This truly is an unnecessary hardship.

(3) That the circumstances presented were not created by the owner of the property and are not due to or the result of general conditions in the district in which the property is located:

We believe we have met this condition. When we purchased the corner lot property, both properties were already on the single deed. We did not build a second property on the lot.

Back in 2012 we were granted a variance to improve both properties. This allowed us to bring the smaller property closer to compliance since it was about 600 sq. ft. of floor space, (when Aztec's minimum was 800 sq. ft.) and we increased it floor space up to 2,000 sq. ft.. Our larger property was about 2,000 sq. ft. which we increased to about 3,000 sq. ft..

(4) That the development or use of the property for which the variance is sought, if limited by literal enforcement of the provisions of this ordinance, cannot yield a reasonable return in service, use or income as compared to adjacent conforming property in the same district:

We also believe we meet this condition. If we are limited by a literal enforcement of Aztec ordinances then we are excluded from holding just one of the properties if we sell the other residence.

(5) That the variance will not substantially or permanently injure the appropriate use of adjacent property in the same district and conforming to the designated Land Development district:

We believe we have also meet this condition. We presently do not "injure the appropriate use of adjacent properties". Allowing us to have each property have its's own deed will not "substantially or permanently injure the appropriate use of adjacent properties". After the variance, we will operate the properties as they have been operated the past twenty years. There will be no noticeable change to negatively impact any adjacent properties. Please note that both property owners adjacent to our "corner" property have supported and signed- off on our request indicating that they were not concerned about any negative impact of our request. In fact, all seven natural people/families 100 feet from our boundary lines have supported our request for a variance.

(6) That the variance will not alter the essential character of the Land Development district in which the property is located within and for which the variance is sought:

We believe we meet this condition. Because we are in a R-2 Multi-Family Dwelling District and both residences are single-family dwellings, our requested variance, "will not alter the essential character of the Land Development district". The area is primarily single residence properties on single deeds. The variance will not change the appearance or character of the corner but will mean that our corner lot will now conform with majority by being one property on one deed.

(7) That the variance will not weaken the general purposes of this ordinance or the regulations established for the specific district:

We believe we meet this condition. The general purpose of this regulation is to have Aztec properties maintain a minimum lot size and set-backs to guard against properties being too close together for safety and provide an attractive and more consistent look for the community. Our corner lot is large, comprised of 2 ½ city lots which helps both residences spacing look more "normal". We believe we meet this condition #7 because even though the smaller property's lot size will not meet Aztec's minimum size and set-backs, fortunately our smaller property in set against the alleyway and therefore will not be forced between two other properties. The alley separation results in this property being more than 10 feet away from all other buildings. Both properties meet all the other R-2 regulations except for two regulations concerning "Lot Size" and "Set Backs".

AFTER the variance, the larger property will still be in compliance but the smaller property's lot size and set backs will be under the minimum in some cases. But overall granting this variance will not weaken the District's regulations in our opinion due to the many factors explained earlier.

(8) That the variance will not adversely affect the public health, safety or welfare:

We also believe we meet this condition. The requested variance, "will not adversely affect public health, safety or welfare". On the contrary, we believe it may improve public welfare since we will be adding a well-built /well maintained, modestly priced single-family dwelling, (the smaller residence) to Aztec's supply of homes simply by splitting the properties. If both residences are kept on the same deed, the cost to purchase both residences together could be prohibitive for many families. In a way, separating the properties releases two "lower-priced" residences into Aztec's residence inventory compared to the present larger more expensive "combined" property.

(9) Administration and Fees:

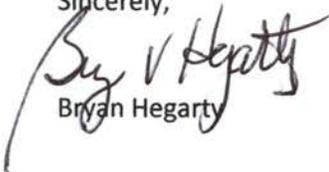
We believe this section is to remind us to include a check for any fees relayed to our variance request. We have enclosed is our \$60 administration fee.

Conclusion:

We believe we have been "good stewards" for our properties over the years in Aztec. As we have done with our larger primary residence, we have performed a quality rehab job on the smaller residence which has benefited the neighborhood/general area. Specifically, we will also set-up two parking spaces in front of the smaller residence, as shown in the supporting paperwork. As we mentioned previously, both properties already have separate sewer, water and electricity plus two separate mailing addresses used the past 25 plus years.

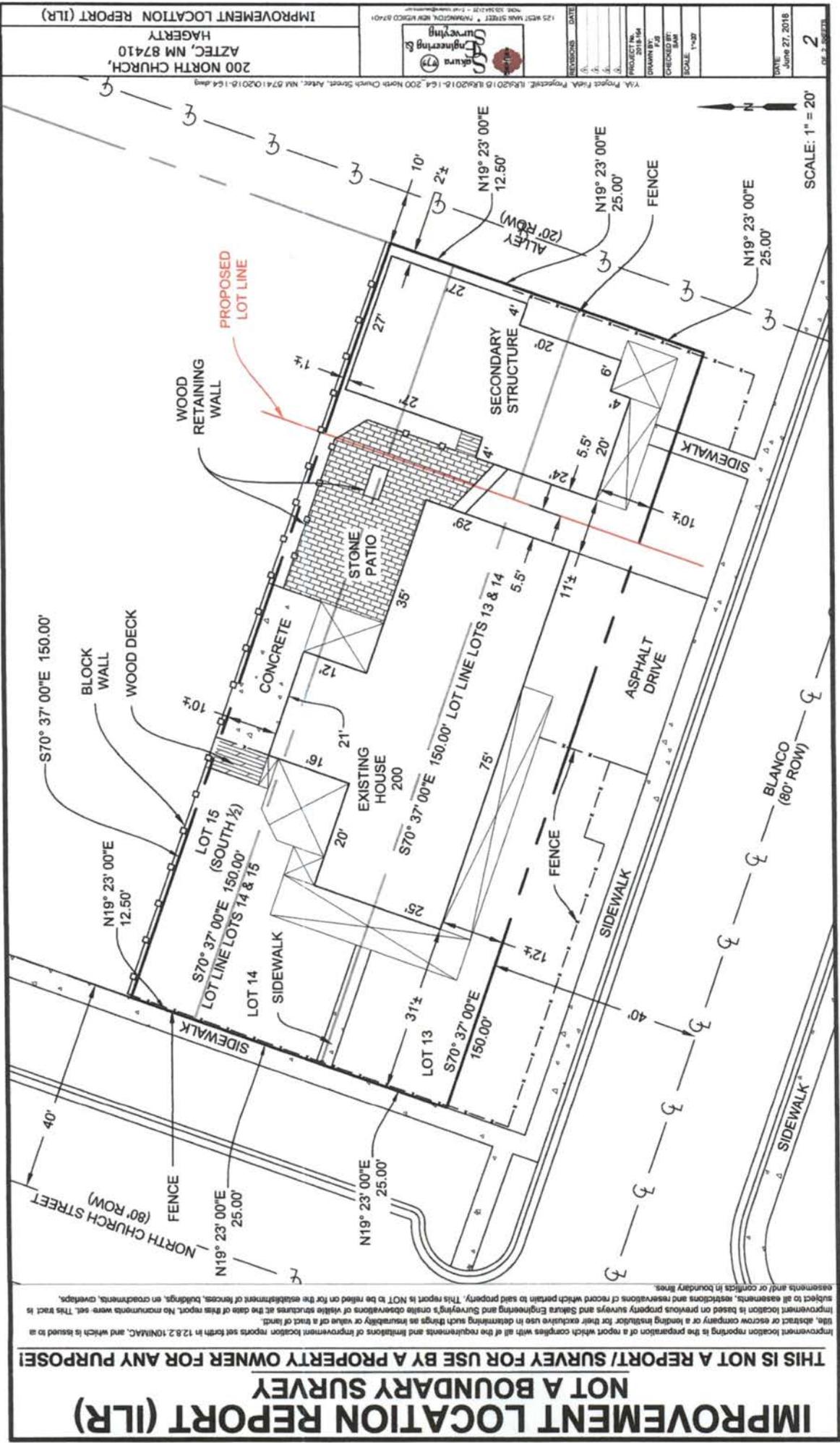
When we moved from Denver to Aztec 20 years ago, (to be closer to my wife's parents and raise our children here), we were a little hesitant to move to such a small town. But our family has made may, many good friends and benefited from what Aztec and the surrounding area had to offer. We have tried to give back somewhat by participating in and supporting various Aztec/Farmington activities over the years. But we are now at an impasse on what to do with our two residences since all of our children have moved away. Not being granted a variance we believe, would be an extreme hardship. We appreciate your time.

Sincerely,


Bryan Hegarty


Stacy Hegarty

Technical Detail maps



200 N Church St

Community Development Department
City of Aztec

Key



Utilities:
Meters, lines, etc.

206

209

200

200 North Church Ave.

209 East Blanco St.

Church Ave.

Sidewalk

Blanco Street

Underground Electrical:
209 East Blanco St.

Gas Meter:
209 East Blanco St.

Gas Meter:
200 North Church Ave.

Underground Electrical:
200 North Church Ave.

Sewer Line

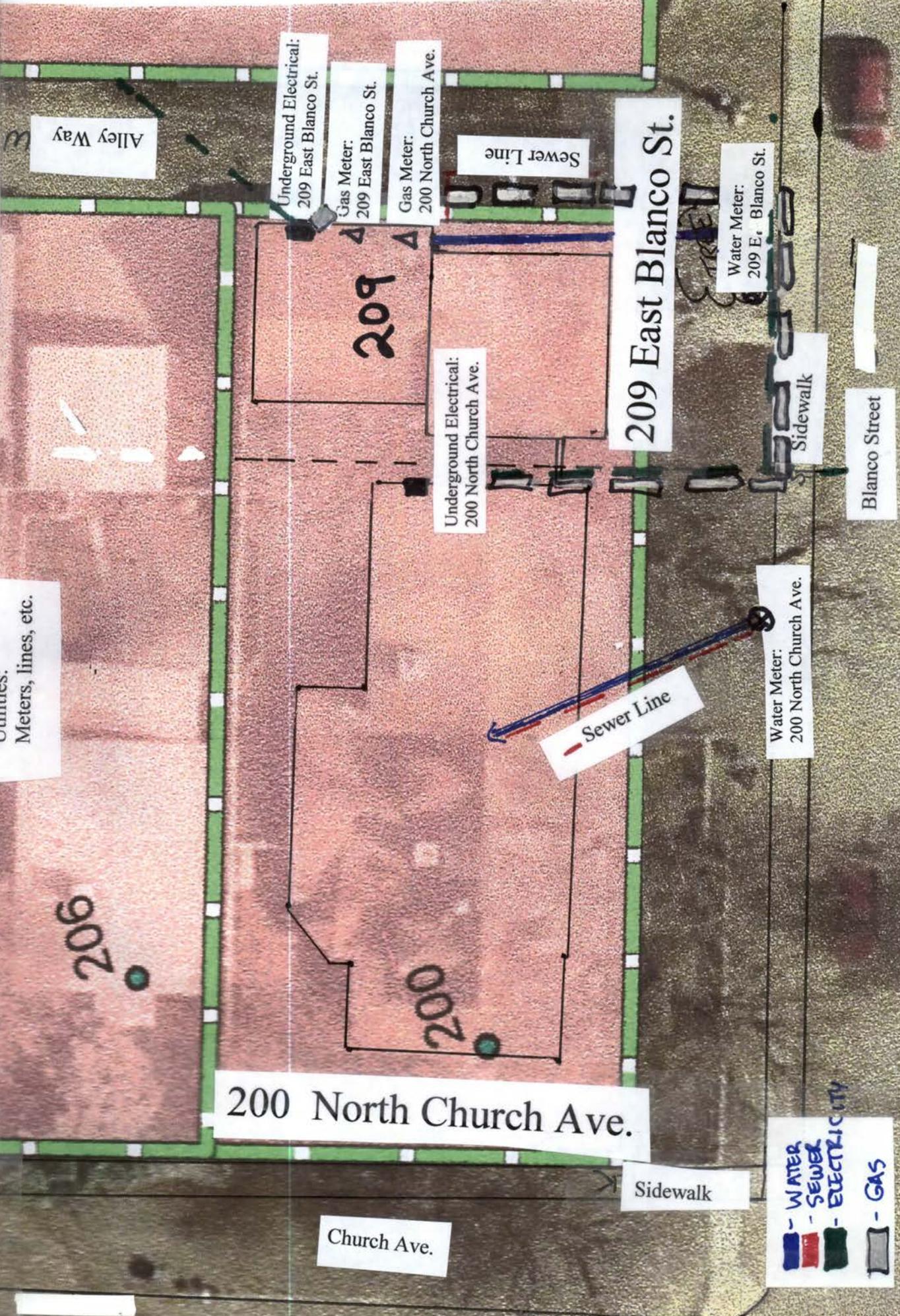
Sewer Line

Water Meter:
209 E. Blanco St.

Water Meter:
200 North Church Ave.

Legend for utility lines:

- Blue line: WATER
- Red line: SEWER
- Green line: ELECTRICITY
- Grey line: GAS



Separation Line
“Visual” Pictures



Aztec, New Mexico



Google, Inc.

Street View - Apr 2012





209 EAST BLANCO Image capture: Apr 2012 © 2018 Google

(SMALLER PROPERTY)

VISUAL SEPARATION LINE

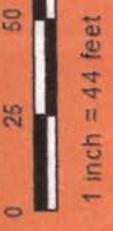


200 N Church St

Community Development Department
City of Aztec

Key

-  Parcels
-  Roads



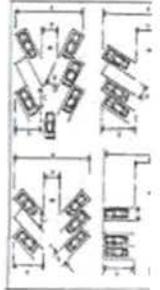
209 EAST
BLANCO STREET

**Proposed two parking spaces in front of
smaller residence of
209 East Blanco Street, Aztec, NM**



About 37,800,000 results (0.50 seconds)

The minimum size of a standard parking space shall be **nine feet wide and eighteen feet long**. Parking spaces within enclosed garages shall have an interior dimension of at least ten feet wide and twenty feet long. The minimum size of a compact parking space shall be eight feet wide and sixteen feet long.



17.24.050 Parking facility layout and dimensions.

https://qcode.us/codes/temecula/view.php?topic=17-17_24-17_24_050

About this result Feed

People also ask

How large is the average parking space?

What is the size of parking space for one car?

What is the average size of a parallel parking spot?

How many cars can be parked in an acre?

What is the standard size of a parking space?

How big is a disabled car parking space?

How wide is the car?

How do you calculate parking ratio?

Feet

17.24.050 Parking facility layout and dimensions.

https://qcode.us/codes/temecula/view.php?topic=17-17_24-17_24_050

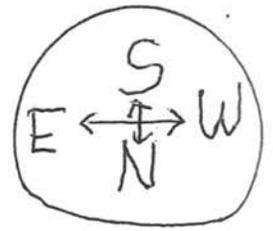
The minimum size of a standard parking space shall be **nine feet wide and eighteen feet long**. Parking spaces within enclosed garages shall have an interior dimension of at least ten feet wide and twenty feet long. The minimum size of a compact parking space shall be eight feet wide and sixteen feet long.

Images for minimum parking space size

EXAMPLE OF STANDARD PARKING SPACE



Neighbors Who Are With-In 100 Feet Of The Hegarty Property



CHURCH
AVE

ALLEY

SCOTT
OK

WATKINS
OK

HICKEY
OK

BLANCO
STREET

BLANCO
STREET

SWIFUL
OK

ALLEY



CHURCH

APARTMENTS

ALLEY

ABEND
OK

CHURCH
AVE

SNOUER
OK

BRANDENBURG
OK

NEIGHBORS WHO ARE WITH-IN 100 FEET OF THE HEGARTY PROPERTY.

Note that all "natural people" with-in 100 feet, supported our request for a variance.



Bryan & Stacy Hegarty: 200 North Church Ave, Aztec, NM 87410

209 East Blanco St., Aztec, NM 87410

PLEASE REVIEW, DECIDE AND SIGN YOUR NAME WHERE SHOWN.

We are asking the city commissioners for a variance that requires we go to our neighbors with-in 100 feet of our property and ask if they object to our request.

Presently we own both properties listed above on the lot of Blanco & Church Ave. One property is the "green" house with the white fence on Church Street at 200 North Church Ave. The other property is the smaller "yellow" property along Blanco Street at 209 East Blanco Street. Presently both properties are one deed which is a disadvantage for us. We are asking the City for a variance to allow us to put each building on a separate deed.

Do you approve of our request?

Please circle your answer, sign the form and we will list your name/address.

YES or NO we approve your request. X (GEORGIA BRANDENBURG)
Georgia Brandenburg
223 NORTH CHURCH AVE AZTEC NM 87410

YES or NO we approve your request. X (FREDDY BRANDENBERG)
Freddy Brandenburg
223 NORTH CHURCH AVENUE, AZTEC, NM 87410

YES or NO we approve your request. X (ABEND)
Abend
206 N. Church Ave, AZTEC

YES or NO we approve your request. X _____

YES or NO we approve your request. X _____

Bryan & Stacy Healey (200 North Church Ave)
PLEASE REVIEW, DECIDE AND SIGN YOUR NAME WHERE SHOWN.

We are asking the city commissioners for a variance that requires we go to our neighbors with-in 100 feet of our property and ask if they object to our request.

Presently we own both properties on the lot of Blanco & Church Ave. One property is the "green" house with the white fence on Church Street. The other property is the smaller "yellow" property along Blanco Street. Presently both properties are one deed which is a disadvantage for us. We are asking the City for a variance to allow us to put each building on a separate deed.

Do you approve of our request?

Please circle your answer, sign the form and we will list your name/address

YES or NO we approve your request. X SIGNATURE HERE: [Signature]

Your NAME & Address HERE: VICTOR SNOVETZ 208 N. Church St

You CAN CALL Bryan @ 402455 OR Put SLIP in OUR MAIL BOX THANK YOU

YES or NO WE APPROVE YOUR REQUEST Jack W Scott (Jack W Scott)
123 N. MESA AVE, AZTEC NM 87410

YES or NO we approve your request. X Darryl Swifful (KATHY SWIFFUL)
208 N MESA Ave AZTEC NM 87410

YES or NO we approve your request. X Jesse Hickey (JESSE HICKEY)
119 N CHURCH AVE AZTEC NM 87410

YES or NO we approve your request. X Donley E Watkins (DONLEY WATKINS)
120 NORTH CHURCH AVE AZTEC NM

YES or NO we approve your request. X _____

YES or NO we approve your request. X _____

Warranty Deed

This Document Prepared by:
Stacy Hegarty
200 North Church Ave.-Aztec, NM 87410

After Recording Return to:
Bryan & Stacy Hegarty
200 North Church Ave./Aztec, NM 87410

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

For valuable consideration of \$87,480 and other good and valuable consideration, the receipt of which is hereby acknowledged, Bartholemew V. Hegarty, not married, of 1290 Otis Street- Lakewood, CO 80215, (the "Grantor"), does hereby grant and warranty unto Bryan V. Hegarty, and spouse, Stacy A. Hegarty of 200 North Church Ave., Aztec, NM 87410, (collectively the "grantee"), the following land and property, together with all improvements attached to the property, lying in the County of San Juan County, State of New Mexico:

200 North Church and 209 East Blanco Street, Aztec, NM 87410, Original Townsite- Aztec BL 52, LT 13, 14, S1/2 15.

Prior instrument reference : Book 1245, page 587, document No. Warranty Deed, of the recorder of San Juan County, New Mexico.

Subject to all easements, rights-of-way, protective covenants and mineral reservations or record, if any.

TO HAVE AND TO HOLD same unto the Grantee heirs and assigns forever, with all appurtenances attached to the property.



200607528 04/28/2006 04:40P
1of2 B1432 P329 R 11.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT *FW*

Received Time Apr.24. 3:14PM

The Grantor covenants with the Grantee that the Grantor is lawfully seized in fee simple of the granted premises; that the same are free from all encumbrances except those set forth above; that the Grantor has good right, full power and lawful authority to sell and convey the property to the Grantee. The Grantee waives the right to request damages from the Grantor, if an encumbrances does exist that was not set forth above.

Taxes for the year 2005 will be paid by the Grantee.

IN WITNESS WHEREOF this deed was executed by the Grantor on this 24th of April 2006.

Signed, Sealed and Delivered
IN the Presence of:

X Sign: [Signature]
Name: Dorothy Bennett-Buce

X [Signature]
Bartholemew V. Hegarty

X Sign: Shannon L. Badillo
Name: Shannon L. Badillo

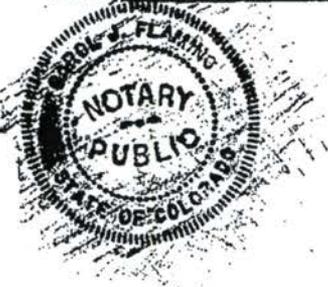
GRANTOR ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF Jefferson)ss.

On this 25th day of April, 2006, before me, a Notary Public in and for the County and State aforesaid, personally appeared Bartholemew V. Hegarty, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public, State of Colorado
County of Jefferson
Name: Carol J. Flaming

Commission Expires: 10-29-06
Send tax statements to:
Bryan & Stacy Hegarty
200 North Church Ave. Aztec, NM 87410



200607528 04/28/2006 04:40P
2of2 B1432 P329 R 11.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

Received Time Apr.24. 3:14PM

Flood Map Report



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

| COMMUNITY AND MAP PANEL INFORMATION | | LEGAL PROPERTY DESCRIPTION |
|-------------------------------------|---|--|
| COMMUNITY | CITY OF AZTEC, SAN JUAN COUNTY, NEW MEXICO | Lots 13, 14 and the south half of 15, Block 52, Original Townsite, as described in the Warranty Deed recorded as Document No. 200607528 in Book 1432, Page 329, in the Office of the County Clerk, San Juan County, New Mexico |
| | COMMUNITY NO.: 350065 | |
| AFFECTED MAP PANEL | NUMBER: 3500650005B DATE: 7/15/1988 | |
| FLOODING SOURCE: ANIMAS RIVER | | APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 36.822, -107.993 SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 7.0 DATUM: NAD 83 |

DETERMINATION

| LOT | BLOCK/ SECTION | SUBDIVISION | STREET | OUTCOME WHAT IS REMOVED FROM THE SFHA | FLOOD ZONE | 1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29) | LOWEST ADJACENT GRADE ELEVATION (NGVD 29) | LOWEST LOT ELEVATION (NGVD 29) |
|-------|-------------------|----------------------|----------------------------|--|-----------------|--|---|---|
| 13-15 | 52 | Original Townsite | 200 North Church Avenue | Structure | X (unshaded) | 5628.1 feet | 5639.9 feet | - |

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

PORTIONS REMAIN IN THE SFHA
ZONE A

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the structure(s) on the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

William R. Blanton Jr.

William R. Blanton Jr., CFM, Chief
Engineering Management Section
Mitigation Division



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

William R. Blanton Jr.

William R. Blanton Jr., CFM, Chief
Engineering Management Section
Mitigation Division



Federal Emergency Management Agency

Washington, D.C. 20472

July 19, 2010

The Honorable Sally Burbridge
Mayor, City of Aztec
201 West Chaco
Aztec, New Mexico 87410

Case No: 07-06-1337V
Community: City of Aztec, New Mexico
Community No: 350065
Effective Date: August 06, 2010
LOMC-VALID

Dear Mayor Burbridge:

This letter revalidates the determinations for properties and/or structures in the referenced community as described in the Letters of Map Change (LOMCs) previously issued by the Department of Homeland Security's Federal Emergency Management Agency (FEMA) on the dates listed on the enclosed table. As of the effective date shown above, these LOMCs will revise the effective National Flood Insurance Program (NFIP) map dated August 05, 2010 for the referenced community, and will remain in effect until superseded by a revision to the NFIP map panel on which the property is located. The FEMA case number, property identifier, NFIP map panel number, and current flood insurance zone for the revalidated LOMCs are listed on the enclosed table.

Because these LOMCs will not be printed or distributed to primary map users, such as local insurance agents and mortgage lenders, your community will serve as a repository for this new data. We encourage you to disseminate the information reflected by this letter throughout your community so that interested persons, such as property owners, local insurance agents, and mortgage lenders, may benefit from the information.

For information relating to LOMCs not listed on the enclosed table or to obtain copies of previously issued LOMR-Fs and LOMAs, if needed, please contact our Map Assistance Center, toll free, at 1-877-FEMA-MAP (1-877-336-2627).

Sincerely,

Kevin C. Long, Acting Chief
Engineering Management Branch
Mitigation Directorate

Enclosure

cc: Community Map Repository

C. Yolanda Prada
Floodplain Administrator, City of Aztec

REVALIDATED LETTERS OF MAP CHANGE FOR THE CITY OF AZTEC, NM
Case No: 07-06-1337V Community No.: 350065

August 06, 2010

| Case No. | Date Issued | Identifier | Map Panel No. | Zone |
|--------------|-------------|--|---------------|------|
| R6-96-04-211 | 05/02/1996 | 710 SAGEBRUSH | 35045C0730F | X |
| 07-06-1637A | 06/12/2007 | ORIGINAL TOWNSITE AZTEC, BLOCK 52, LOTS 13, 14 AND PORTION OF 15 -- 200 NORTH CHURCH AVENUE (NM) | 35045C0730F | X |
| 08-06-1691A | 09/09/2008 | ORIGINAL TOWN, BLOCK 42, LOTS 13 & 14 -- 201 EAST CHACO STREET | 35045C0730F | X |

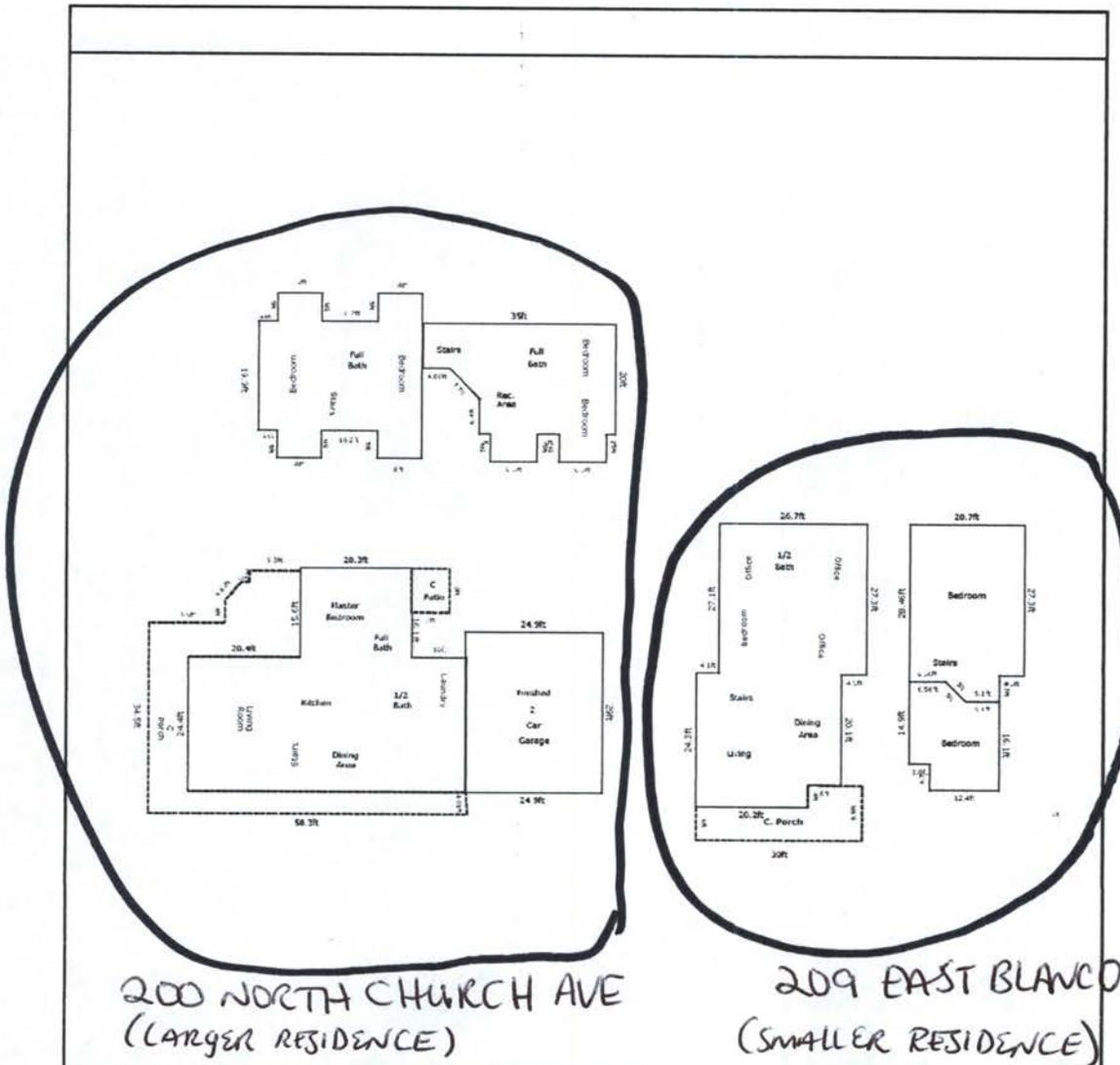


This is our property

**Supplemental Info on
Both Single Family Residences**

Building Sketch

| | | | | | | |
|------------------|----------------------------------|--------|----------|-------|----------|-------|
| Borrower/Client | Bryan Hegarty | | | | | |
| Property Address | 200 N Church Ave | | | | | |
| City | Aztec | County | San Juan | State | NM | |
| Lender | Wells Fargo Bank, N.A. - 0035863 | | | | Zip Code | 87410 |



Drawn by a la mode, inc.

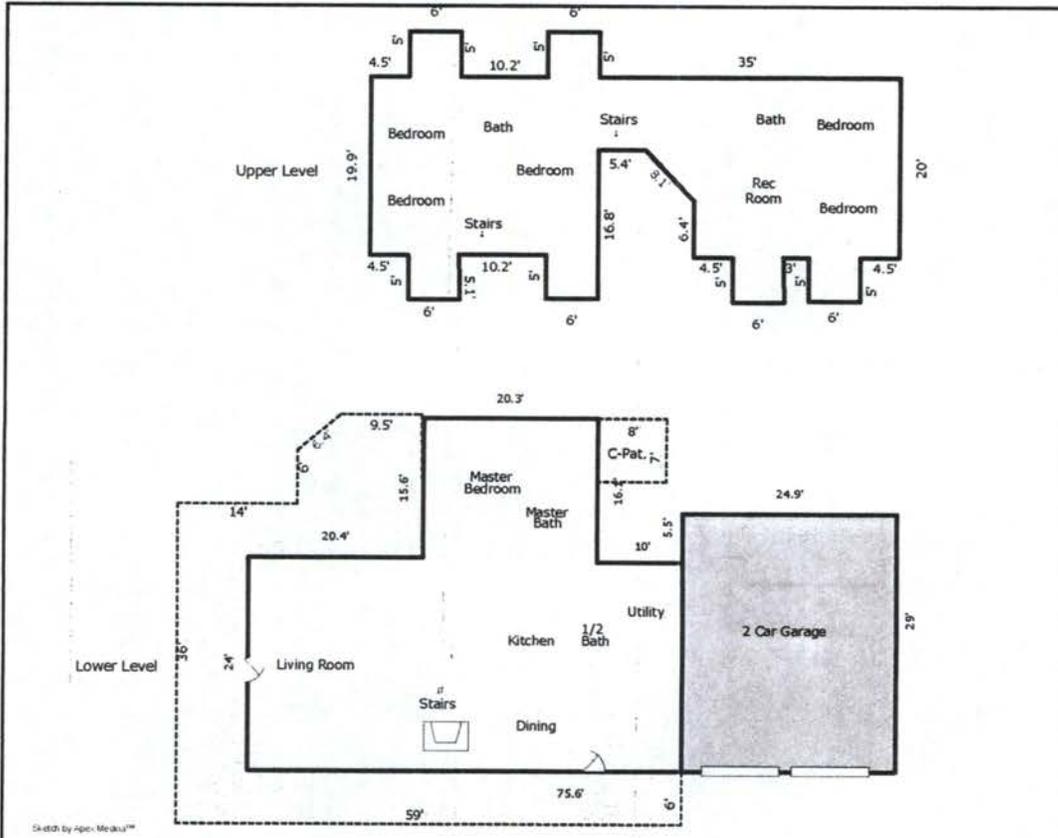
Area Calculations Summary

| | |
|-------------------------------------|-------------------|
| Living Area | |
| First Floor | 1563.9 Sq ft |
| Second Floor | 677.8 Sq ft |
| Second Floor | 751 Sq ft |
| Total Living Area (Rounded): | 2993 Sq ft |
| Non-living Area | |
| C. Porch | 696.5 Sq ft |
| C. Patio | 56 Sq ft |
| Mother-In-Law | 1339.6 Sq ft |
| 2 Car Garage | 722.1 Sq ft |
| 2nd Floor M-I-L | 611.8 Sq ft |
| 2nd Floor M-I-L | 272.3 Sq ft |
| C. Porch | 218.7 Sq ft |

Building Sketch

| | | | |
|------------------|----------------------------------|--------|----------|
| Lender/Client | Wells Fargo Bank, N.A. - 0035863 | | |
| Property Address | 200 N Church Ave | | |
| City | AZTEC | County | San Juan |
| | | State | NM |
| Zip Code | 87410 | | |
| Borrower | BRYAN V and STACY A HEGARTY | | |

2821 Sq.Ft. Gross Living Area
722 Sq.Ft. Built-In 2 Car Garage



Comments:

MORE DETAIL
200 NORTH CHURCH AVE (LARGER RESIDENCE)

| AREA CALCULATIONS SUMMARY | | | | LIVING AREA BREAKDOWN | | | |
|---------------------------|------------------|-----------|------------|-----------------------|-----------|-----------|--|
| Code | Description | Net Size | Net Totals | Breakdown | | Subtotals | |
| GLA1 | First Floor | 1528.5 | 1528.5 | First Floor | | | |
| GLA2 | Second Floor | 1292.7 | 1292.7 | 5.5 x 24.9 | | 136.9 | |
| GAR | 2 Car Garage | 722.1 | 722.1 | 15.6 x 20.3 | | 316.7 | |
| P/P | Covered Porch | 860.8 | | 0.5 x 40.7 | | 20.4 | |
| | Cov. Patio | 56.0 | 916.8 | 23.5 x 75.6 | | 1776.6 | |
| | | | | Second Floor | | | |
| | | | | 0.5 x 0.0 x 5.0 | | 0.0 | |
| | | | | 0.5 x 0.0 x 11.8 | | 0.2 | |
| | | | | 6.0 x 5.0 | | 30.0 | |
| | | | | 0.1 x 10.4 | | 1.0 | |
| | | | | 5.0 x 6.0 | | 30.0 | |
| | | | | 5.0 x 6.0 | | 30.0 | |
| | | | | 5.0 x 6.0 | | 30.0 | |
| | | | | 0.1 x 10.4 | | 1.0 | |
| | | | | 12.0 x 23.9 | | 286.3 | |
| | | | | 8.0 x 61.7 | | 494.7 | |
| | | | | 26.6 x 11.8 | | 313.6 | |
| | | | | 5.0 x 5.9 | | 29.5 | |
| | | | | 0.5 x 0.1 x 0.0 | | 0.0 | |
| | | | | 5.0 x 5.9 | | 29.5 | |
| | | | | 0.5 x 0.1 x 0.0 | | 0.0 | |
| | | | | 0.5 x 5.7 x 5.8 | | 16.4 | |
| | | | | 0.5 x 5.0 x 0.1 | | 0.2 | |
| | | | | 0.5 x 5.0 x 0.1 | | 0.3 | |
| | | | | 2 Car Garage | | -722.1 | |
| | Net LIVABLE Area | (rounded) | 2821 | 22 Items | (rounded) | 2821 | |



Business License

BUSINESS LICENSE

CITY OF AZTEC
STATE OF NEW MEXICO No:1293.1

The business identified below is licensed to engage in or manage the business, profession or occupation of:

FINANCE, INSURANCE & REAL ESTATE



in the CITY OF AZTEC for the period beginning on January 01, 2018
and ending December 31, 2018.

HEGARTY INVESTMENT LOGIC, LLC
209 E BLANCO ST
AZTEC NM 87410-1907

Issued: December 26, 2017

Sally Burbridge
Mayor

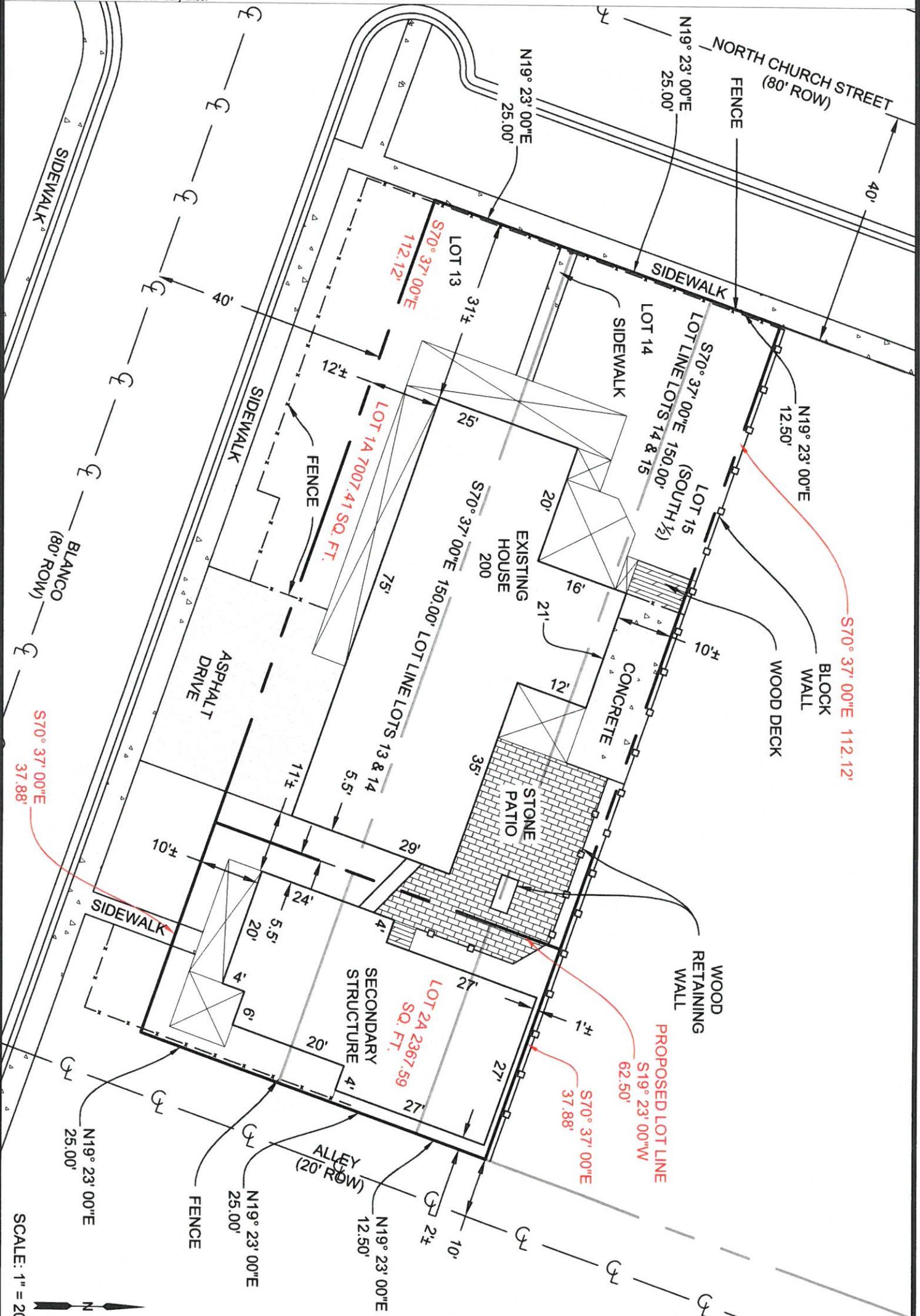
Delvin George
Business License Officer

NOTE: A PENALTY IS IMPOSED IF YOU DO NOT KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

IMPROVEMENT LOCATION REPORT (ILR) NOT A BOUNDARY SURVEY

THIS IS NOT A REPORT/ SURVEY FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE!

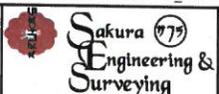
Improvement location reporting is the preparation of a report which complies with all of the requirements and limitations of improvement location reports set forth in 12.8.2.10NMAC, and which is issued to a title, abstract or escrow company or a lending institution for their exclusive use in determining such things as insurability or value of a tract of land. Improvement location is based on previous property surveys and Sakura Engineering and Surveying's onsite observations of visible structures at the date of this report. No monuments were set. This tract is subject to all easements, restrictions and reservations of record which pertain to said property. This report is NOT to be relied on for the establishment of fences, buildings, encroachments, overlaps, easements and/ or conflicts in boundary lines.



SCALE: 1" = 20'

Y:\A. Project File\A. Projects\ILR\2018\ILR\2018-164_200 North Church Street, Aztec, NM 87410\2018-164.dwg

| | |
|--------------|---------------|
| DATE: | June 27, 2018 |
| PROJECT No.: | 2018-164 |
| DRAWN BY: | FJS |
| CHECKED BY: | SAW |
| SCALE: | 1"=20' |
| REVISIONS: | |
| DATE: | |

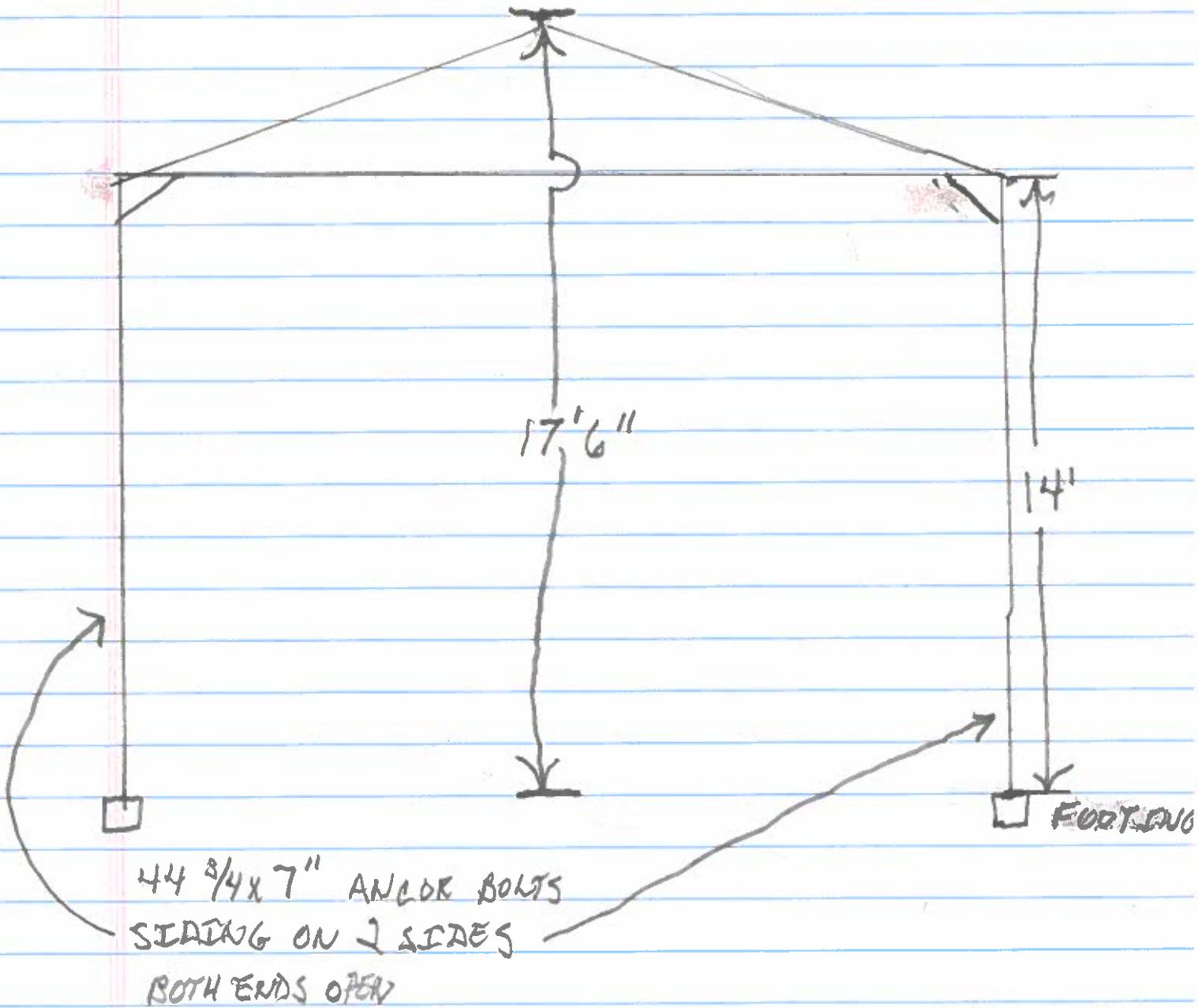


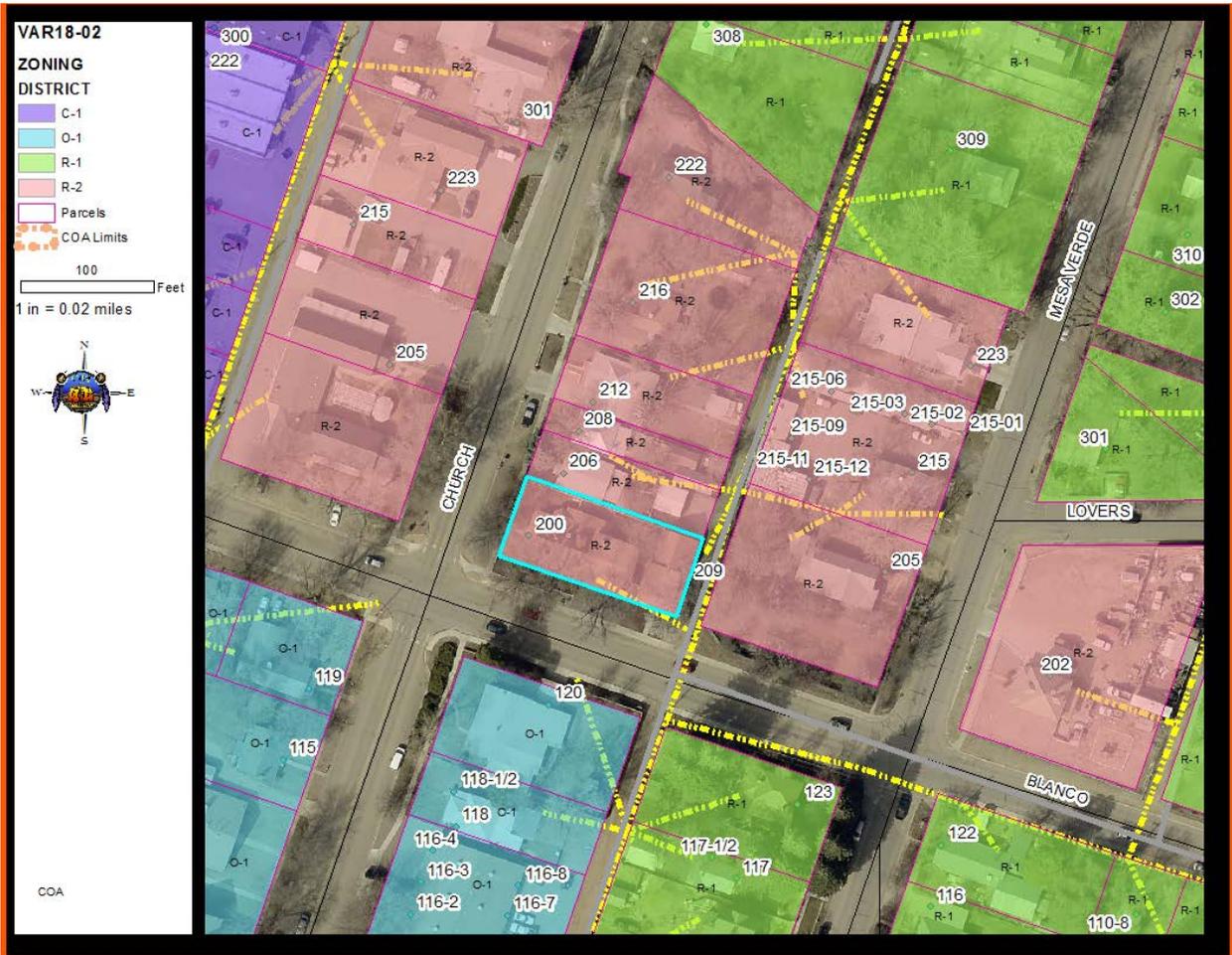
125 WEST MAIN STREET • FARMINGTON, NEW MEXICO 87401
PHONE: 505.944.2139 • E-mail: cs@sakuraeng.com

200 NORTH CHURCH,
AZTEC, NM 87410
HAGERTY

IMPROVEMENT LOCATION REPORT (ILR)

CARPORT





Addresses for 209 E Blanco/200 N Church

205 N Mesa Verde/ R0001589
Kathy Swiful
205 N Mesa Verde
Aztec, NM 87410

117-1/2 N Mesa Verde Ave/ R0000257
Steve Dahlstom
115 N Mesa Verde Ave
Aztec, NM 87410

215 N Mesa Verde/ R0000352
Katherine Kuchera
604 W 24th St
Farmington, NM 87401

123 N Mesa Verde Ave/ R0000848
Jack Scott Trust
PO Box 1149
Aztec, NM 87410

212 N Church Ave/ R0001610
Helen Culpepper Trust
212 N Church Ave
Aztec, NM 87410

208 N Church Ave/ R0000071
Dustin O'Brien
c/o Tony and Susan French
PO Box 584
Aztec, NM 87410

206 N Church Ave/ R0001009
Edward Abend et al
PO Box 483
Aztec, NM 87410

215 N Church Ave/ R0000347
Frederick and Georgia Brandenburg
PO Box 1005
Aztec, NM 87410

205 N Church Ave/ R0000400
Aztec Presbyterian Church
Attn: Darlene Roberts
205 N Church Ave
Aztec, NM 87410

119 N Church Ave/ R0000346
Jesse and Stephanie Hickey
119 N Church Ave.
Aztec, NM 87410

118 N Church Ave/ R0000969
Dale Greenwood
PO box 1446
Durango, CO 81301

120 N Church Ave/ R0001557
Robert and Brenda Sue Dusenbery
c/o Donley and Carol Watkins
120 N Church Ave
Aztec, NM 87410



Staff Summary Report

MEETING DATE: September 11, 2018

AGENDA ITEM: **XV. LAND USE HEARING (B)**

AGENDA TITLE: VAR 18-03 A variance to exceed the height requirements of 12-feet for the storage of a recreational vehicle carport and to build an accessory structure in a vacant lot abutting residence at 705 Little Rabbit Dr., Aztec, NM

ACTION REQUESTED BY: Ron & Sherri Sipe

ACTION REQUESTED: A variance to exceed the height requirements of 12-feet for the storage of a recreational vehicle carport and to build an accessory structure in a vacant lot abutting residence at 705 Little Rabbit Dr., Aztec, NM

SUMMARY BY: Steven Saavedra, CFM

PROJECT DESCRIPTION / FACTS

| | |
|--------------------------|---|
| Applicant | Ron & Sherri Sipe |
| Date of Application | 08/16/2018 |
| Location | 705 Little Rabbit Dr. |
| Dimensions | 0.50-Acres |
| Existing Land Use | Residential |
| Existing Zoning | R-1 Single Family Dwelling District |
| Surrounding Zoning & Use | North: R-1 / Residential South: R-1 / Residential East: R-1 / Residential West: R-1 / Residential |
| Notice | Property owners within 100 feet were sent notice by certified mail on Monday, August 22, 2018, and public noticed ran in the Daily Times on August 24, 2018 |
| Floodplain Area | No |
| Access | Little Rabbit Dr. |

PROJECT DESCRIPTION

The petitioner is requesting a variance to allow an RV carport 17.6-foot in height in the rear yard setback. Pursuant to Sec. 26-2-32(6) "storage of a boat, motor home, and/or trailer, not exceeding twelve (12) feet in height, is permitted within the side yard or rear yard setback of a lot containing a dwelling." The petitioner indicated, the size of her RV would not fit in a 12-foot high RV carport. Mr. & Ms. Sipe intends to place the recreational vehicle RV carport in the rear yard, abutting 805 Tangigoot.

R-1 RV Carports Requirements

- 1) The boat, motor home, and/or trailer stored outside in the side yard is placed on the lot behind the front building line of an existing dwelling or behind the front yard setback line, whichever is further from the street, and cannot be placed within a front yard setback area or within public roadway, street, or access
- 2) The boat, motor home, and/or trailer are not used as a dwelling or as accessory living quarters.
- 3) The boat, motor home, and/or trailer are not connected to utilities, except for temporary electrical connection.
- 4) The boat, motor home, and/or trailer is not used for storage of goods, materials, /or equipment other than those items considered to be a part of the boat, motor home, and/or trailer or essential for its immediate use

The City of Aztec Land Use requirements states a variance is a departure from the strict application of area, height or setback requirement of this Ordinance, which is the result of the physical characteristics of the lot. Additionally, no variance shall be granted unless the City Commission is presented with sufficient evidence to find that the variance will not be contrary to the public interest and that special conditions exist such that a literal enforcement of the Code will result in an unnecessary hardship. The Code also states that a variance should not be approved unless the spirit and intent of the Code is observed, and substantial justice is done to the application and surrounding neighborhood. Furthermore, no variance shall be granted where economics are the basis for the application or to serve merely as a convenience to the property owner.

That the variance will not allow a use other than a use permitted for the district;

Community Development has documented numerous RV carports throughout Aztec exceeding 12-feet in height. Therefore, the petitioner's request allows a use others enjoy in Aztec in the R-1 District.

Is met

That under exceptional and extraordinary circumstances having to abide by literal enforcement of the provisions of this ordinance will result in unnecessary hardship;

Application of the City ordinance will result in an unnecessary hardship upon the property owner, as numerous recreational vehicles require at least 14-foot height clearance. In addition, the land use code does not restrict sheds or detached garages to the 12-foot height requirement.

Is met

That the circumstances presented were not created by the owner of the property and are not due to or the result of general conditions in the district in which the property is located;

The variance requested does arise from conditions created by the petitioner.

Is not met

That the development or use of the property for which the variance is sought, if limited by literal enforcement of the provisions of this ordinance, cannot yield a reasonable return in service, use or income as compared to adjacent conforming property in the same district;

The petitioner could continue the residential use under the current zoning regulations. However, she would not have the opportunity to have the proposed RV carport under COA land use requirements.

Is met

That the variance will not substantially or permanently injure the appropriate use of adjacent property in the same district and conforming to the designated Land Development district;

The requested variance will not substantially or permanently injure the appropriate use of adjacent property in the same district. The current use is in conformity with the surrounding neighborhood. Community Development has not received any questions, comments, or concerns regarding this variance application. In granting the variance requested, the view shed of adjacent property owners or residents may be adversely affected by the height of the structure.

Is partially met

That the variance will not alter the essential character of the Land Development district in which the property is located within and for which the variance is sought;

The variance will not alter the essential character of the Land Development in this district.

Is met

That the variance will not weaken the general purposes of this ordinance or the regulations established for the specific district;

This variance will not weaken the general purposes of this ordinance or the regulations of this district.

Is met

That the variance will not adversely affect the public health, safety, or welfare;

The variance as requested will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare. The setbacks requested are similar to those that already exist in the neighborhood and on the surrounding properties.

Is met

COMMUNITY DEVELOPMENT RECOMMENDATION

The Community Development Department recommends approval of application 18-03, an application for Ron & Sherri Sipe, for a variance to exceed the height requirements of 12-feet for the storage of a recreational vehicle carport and to build an accessory structure in a vacant lot subject to the following conditions:

1. Must adhere to building code requirements
2. Must not be placed on any easement(s)

FINDINGS OF FACT

1. Ron & Sherri Sipe are requesting a Variance to Chapter 26, Section 26-2-32(6) RV carports of Aztec Municipal Code to exceed the height requirements of 12-feet for the storage of a recreational vehicle carport and to build an accessory structure in a vacant lot abutting his residence at 705 Little Rabbit, Aztec, NM, Tax ID # R00002417.
2. This variance will allow a RV carport 17.6-feet in height.
3. Per code, minimum side yard setbacks are to be no closer than three (3) feet from the side lot line, thirteen (13) from the rear lot line, and cannot be placed in the front yard setback.
4. No comment on the application has been received by Community Development to date.
5. The variance application must adhere to the building code requirements, must not be placed under overhead electrical wires, and must not be placed on any easements.

-
- SUPPORT DOCUMENTS:**
1. Application
 - a. Zoning Map
 - b. Site Plan
 - c. Street View photos (north & south)

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve Petition VAR 18-03, a request from Ron & Sherri Sipe, for a variance to exceed the height requirements of 12-feet for the storage of a recreational vehicle carport and to build an accessory structure in a vacant lot abutting residence at 705 Little Rabbit, Aztec, NM, Tax ID # R0000241 and accepting Findings of Fact 1-5.



CITY OF AZTEC VARIANCE APPLICATION

Permit #: VAR18-03 Date Started: 8/16/18 Date Approved: _____ Fees Paid: \$60

PROPERTY OWNER CONTACT INFORMATION

Name: Bon & Sherri Sipe
Mailing Address: 705 Little RABBIT Aztec, NM 87410
Phone: 505-333-2579 cell # 505-330-0331
Email: Sipecamp@g.com

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: _____
Tax ID: _____ Parcel Size (ac): _____
Zone District: _____
Current Use: _____
Proposed Use: _____
Flood Zone Designation: _____

REASON FOR REQUESTING A VARIANCE

Requesting a height variance for a shade structure to cover 5th wheel. Structure would be approx. 18' in height.

APPLICANT SIGNATURE

I, Sherri A Sipe representing myself hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: Sherri A Sipe Date: 8/16/18

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: \$10 Administration Fee + \$50 Variance Fee = Total \$60



CITY OF AZTEC VARIANCE CHECKLIST



Applicable Fees

| | |
|--------------------|------|
| Administrative Fee | \$10 |
| Variance Fee | \$50 |

Detailed site map which includes the following:

- Address of property and adjacent properties
- Property boundary (all sides)
- Existing or proposed street(s) adjoining property (labeled)
- North arrow and scale
- All utility easements
- All utility lines
- All utility meters
- Existing and/or proposed structures
- Location of improvement(s)
- Setbacks for front, side and rear yards
- Driveway location (required for new addresses)
- Proposed parking area (if different than driveway)
- Location of all drainages

Ownership

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

Legal Description

Includes the legal description or physical address of the property.



Proposed Use

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



CITY OF AZTEC LAND USE PERMIT APPLICATION

Permit #: _____ Date Started: _____ Date Approved: _____ Fees Paid: _____

APPLICANT CONTACT INFORMATION

Name: Ron & Sherri Sipe
Physical Address: 705 Little RABBIT Aztec, NM 87410
Mailing Address: SAME
Phone: 505-333-2579 Cell # 505-330-0331
Utility Account Name: Ronald Sipe

CONTRACTOR INFORMATION (If applicable)

Name: _____
Certificate / License: _____
Aztec Business License: _____
Mailing Address: _____
Phone: _____
Email: _____

PROPERTY INFORMATION (Where Permit Is Requested)

Address: 705 Little RABBIT Aztec, NM 87410
Tax ID: _____ Parcel Size (ac): _____
Zone District: _____
Current Use: _____
Proposed Use: _____
Flood Plain: _____
Setbacks: Front: _____ Side: _____
Rear: _____ Building: _____
Building Height: Feet: _____ Stories: _____
Fence / Wall Height: Front: _____ Side/Rear: _____
Purpose of Permit: _____

APPLICANT SIGNATURE

I, Sherri A Sipe representing myself hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: Sherri A Sipe Date: 8/16/18

CITY of AZTEC USE ONLY

ATTACHED DOCUMENTATION (as required)

| | Yes | No | N/A | Comments |
|----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------|
| Ownership Verification | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Detailed Site Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Building Plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Electric Load Calculations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Curb Cut Permit | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Street Cut Permit | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Elevation Certificate | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Non-Conversion Agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Land Use Hearing Required | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

REGULATORY REQUIREMENTS MET

| | Yes | No | N/A | Comments |
|----------------------|--------------------------|--------------------------|--------------------------|----------|
| % of Lot Coverage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Setback Requirements | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Height Requirements | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Zone Compliance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Parking/Loading | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Dumpster | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Metal Building | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Historic | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Wetlands | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| NMDOT Permit | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| NMED | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

CI

TY OF AZTEC
08/16/2018 16:14 CD2

CM DEV LAND USE PERMITS

U-8894892 AMOUNT
FWSD CM DEV LAND USE PERMITS 60.00

PAYMENT RECEIVED AMOUNT
CHECK: 3000 60.00
TOTAL 60.00

FEES AND UTILITIES

Permit Fees

| | | |
|---------------------|----|-------|
| Administrative Fee | \$ | _____ |
| Permit Fee | \$ | _____ |
| Curb/Street Cut Fee | \$ | _____ |

Development Fee

| | | |
|------------|----|-------|
| Impact Fee | \$ | _____ |
|------------|----|-------|

Util

| | | |
|------------------|----|-------|
| Electric | \$ | _____ |
| Water Meter | \$ | _____ |
| Water Inspection | \$ | _____ |
| Water Rights | \$ | _____ |
| Sewer | \$ | _____ |
| Sewer Inspection | \$ | _____ |
| Utility Deposit | \$ | _____ |

Fee Total \$ 0.00

Utility Total \$ 0.00



LITTLE RABBIT DR



Addresses for 705 Little Rabbit

815 Tangigoot/ R0002435
Danny P and Janice L Connors
815 Tangigoot Dr
Aztec, NM 87410

813 Tangigoot/ R0002434
Travis and Dena Ray
813 Tangigoot Dr
Aztec, NM 87410

703 Little Rabbit/ R0002418
Chris and Gloria Schroeder
703 Little Rabbit Dr
Aztec, NM 87410

702 Little Rabbit/ R0002408
Neil and Kathy Johansen
702 Little Rabbit Dr
Aztec, NM 87410

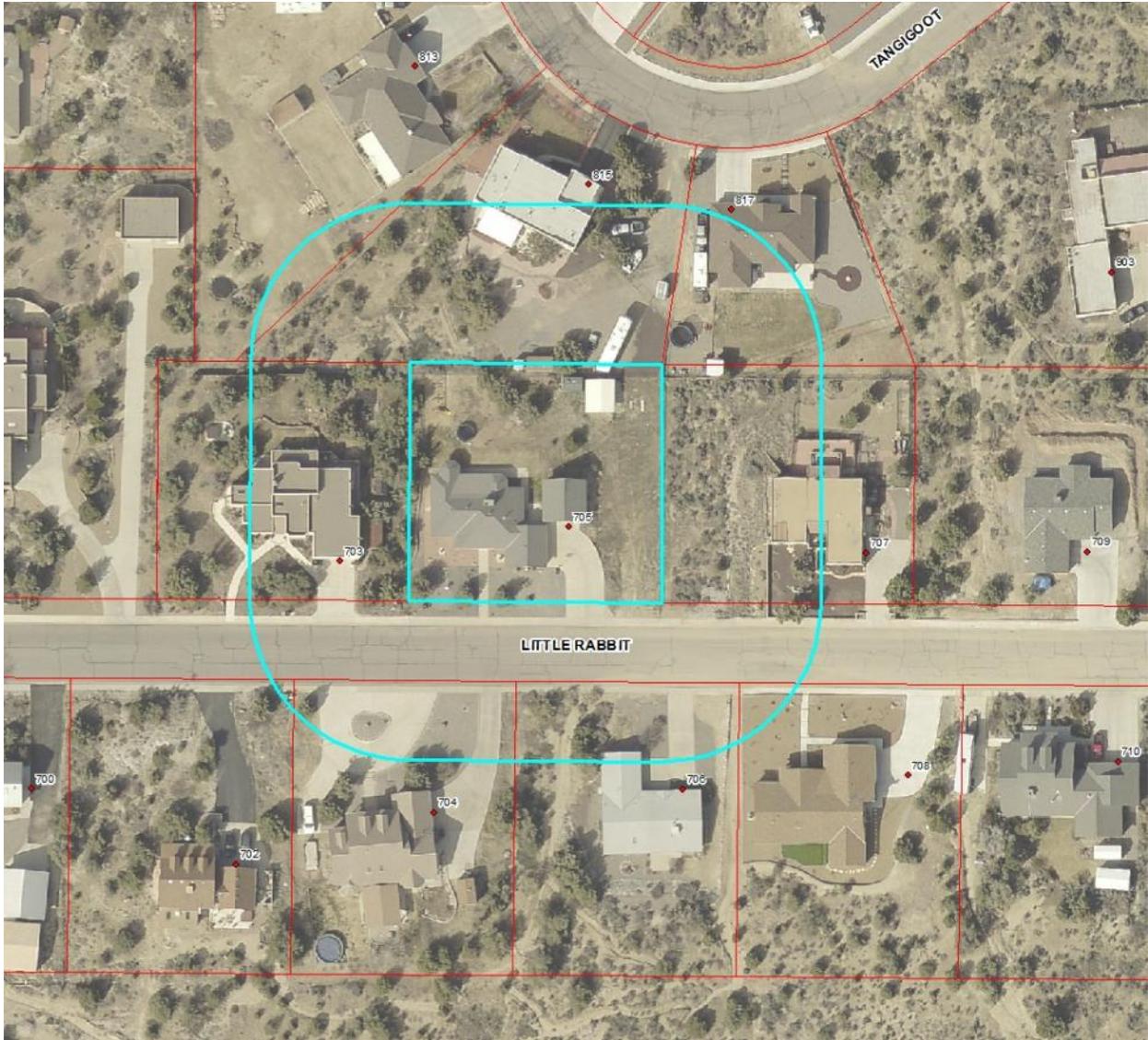
704 Little Rabbit/ R0002409
Rachelle N Sealy Separate Property Trust
704 Little Rabbit Dr
Aztec, NM 87410

706 Little Rabbit/ R0002410
David John and Susan Wilkes
706 Little Rabbit Dr
Aztec, NM 87410

708 Little Rabbit/ R0002411
Robert and Kathy Ramsey
8520 Willowlock Dr
Spring, TX 77379

707 Little Rabbit/ R0002416
Linda Wartha
803 Gladewood Apt 1B
Mishawaka, IN 46544

817 Tangigoot/ R0002436
Ronald and Jourdan Helms
817 Tangigoot Dr
Aztec, NM 87410



VAR 18-03 Zoning Map

ZONING DISTRICT

- A-1
- R-1
- Parcels
- COA Limits

125 Feet
1 in = 0.02 miles



COA





Staff Summary Report

MEETING DATE: September 11, 2018
AGENDA ITEM: XV. LAND USE HEARING (C)
AGENDA TITLE: ZC 18-03 - Zone Change request from R-1 (Single-Family Residential Zoning District to A-1 Agricultural or Rural Zoning District)

ACTION REQUESTED BY: Michael Smith
ACTION REQUESTED: A Zone Change from R-1 (Single-Family Residential Zoning District to A-1 Agricultural or Rural Zoning District)
SUMMARY BY: Steven Saavedra, CFM

PROJECT DESCRIPTION / FACTS

| | |
|-------------------------------|---|
| Applicant | Michael Smith |
| Representative | Sakura Engineering |
| Date of Application | August 8, 2018 |
| Requested Action | Zone Change from R-1 (Single-Family Residential Zoning District to A-1 Agricultural or Rural Zoning District) |
| Location | 1101 Hampton Canyon (Vacant Land) |
| Dimensions | Tax ID # R0015951 |
| Existing Land Use | Undeveloped Land |
| Existing Zoning | R-1 Single-Family Residential |
| Surrounding Zoning / Land Use | North: R-1 / Vacant (Undeveloped) South: R-1 / Vacant (Undeveloped) East: R-1 Residential West: R-1 / Residential |
| Notice | Property owners within 100 feet were sent notice by certified mail on August 15, 2018, and an advisement was placed with newspaper was placed on August 19, 2018. |
| Floodplain Area | No |
| Access | Hampton Canyon (No public access) |

Summary

The petitioner requests a zone change from the from R-1 (Single-Family Residential Zoning District to the A-1 Agricultural or Rural Zoning District for approximately 19.59 acres located at 1101 Hampton Canyon. The petitioner seeks the zone change to subdivide the parcel into two lots, with the hopes of placing two single-section mobile homes on the subject properties. In addition, the petitioner indicated his desire for farm animals on the properties. The A-1 zoning district is the only district which allows for a combination of farm animals and single-section mobile homes. Currently only a gas well is located on the property and there are no sewer lines

within in and around the subject property. Community has received one comment from an affected property owner, requesting the zone change be denied.

A-1: Agriculture or Rural District

The purpose of this land use district is to protect and preserve agriculture lands and related activities in their present character. This district will permit uses customarily conducted in an agricultural or rural area and is further controlled in that one-family or multiple-family dwellings are permitted only on large lots thereby maintaining a low density of population.

Single Family Dwelling

Site built dwelling of 800 square feet or more. The minimum lot size is 5 acres. A dwelling on a parcel less than 5 acres is permitted only if it was a "lot of record" at the time of adoption of the ordinance.

Mobile Home

One mobile home may be located on each lot or parcel no smaller than 5 acres. A smaller parcel is permitted only if it was a "lot of record" at the time of adoption of the ordinance. Such dwellings will be permanently attached to a foundation. In instances where the applicant elects to set the dwelling on piers or other acceptable foundations which are not at the perimeter of the dwelling, a perimeter wall will be constructed of durable materials and will also meet local requirements with respect to materials, construction and necessary foundations below the frost line. Any such wall shall also provide an appearance, which is compatible with the dwelling and site built homes in the area. Minimum State requirements and manufacturer's installation standards regarding permanent foundation systems may be found in Title 14, Chapter 12, Part 2 of the Manufactured Housing Act, NMSA 1978.

Farm

For the growing of crops or raising of animals provided animals other than household pets are kept in numbers not exceeding one animal unit per 1/2-acre (21,780 square feet) pasture area or fenced area, where they are permitted to graze.

R-1 Single Family Dwelling District:

This district is regulated to permit single-family residential development, certain structures and land uses required to serve governmental, educational, non-commercial recreation, public utility installations, and other compatible public needs. No residence shall be built on any lot in this district unless said lot also satisfies the area requirements for water and sewerage established by the New Mexico Environmental Improvement Division. No building, structure or land use shall be used, altered, or created for any purpose other than those designated for this district. Any structure that does not satisfy the Uniform Building Code adopted by the City of Aztec and enforced in Aztec by inspectors, is prohibited from being erected or stored in this district. No truck over one-ton rated capacity shall be stored or parked in this district, excluding recreational or emergency type vehicles used for such purposes. For these vehicle types, the lot is limited to one (1) recreational or emergency vehicle and if parked for more than a twenty-four (24) hour period, the vehicle must be stored or parked in the side or rear set-back area

Analysis

Pursuant to Chapter 26 Land Use Regulation, The regulations, restrictions and requirements of this ordinance have been made in accordance with the Comprehensive Plan of the City of Aztec (July 1999), and are intended to promote the general health, safety, and welfare of the residents of Aztec. Such regulations, restrictions, and requirements are deemed necessary in order to

regulate and restrict within the Corporate Limits of the City of Aztec, as they exist at any given time (Code 2007, 26-3).

- **Compatibility of the proposed zoning and land uses with the present zoning and conforming uses of nearby property and the character of the neighborhood:**

The property is surrounded by sizeable vacant pastureland. While the zoning of the area is R-1 Single-Family Residential, the character of the area is rural. The lack of residential density, development, and limited Infrastructure conforms to the requested zone change. The surrounding uses are compatible with rural agricultural uses. Zoning this property to the A-1 district is consistent with the character of the area.

Is met

- **Creation of adverse impacts and the ability to mitigate these impacts:**

Zoning in the A-1 district would allow some agricultural and animal keeping uses, which may create impacts on adjoining property owners. Any uses established on the property would be subject to the operational performance standards. Animal keeping on the property is subject to COA 5-431 to 5-434. The applicant has the wiliness to mitigate on such impacts

Is met

- **The suitability of the land for the proposed development:**

The subject property is not level, as there are various grade changes throughout the 19.59-aces. The land appears to be challenging for residential development , considering the presence of the arroyo, unpaved road, no dedicated legal access, and no sewer lines. Furthermore, emergency access to the proposed residential units will be challenging considering the proximity and road conditions of Hampton Canyon.

Is not met

- **Consistency with the Comprehensive Plan:**

The Comprehensive Plan encourages large parcel to protect rural agriculture land. However, the Comprehensive Plan discourages mobile home uses.

Is partially met

- **Whether the proposed zoning constitutes a spot zone:**

A spot zoning is, where a particular tract within a larger area is specifically zoned so as to impose upon it restrictions not imposed upon the surrounding lands, or grant to it special privileges, commercial zoning and uses abuts the property to the west. The proposed zone change constitutes a spot zone.

Is not met

COMMUNITY DEVELOPMENT CONCLUSION

The Community Development Department understands the petitioner's desire to utilize the 19.59 acres of property. However, the terrain presents a challenge to develop the land for residential uses. The criteria justifying the approval of this zone change is partially met. Therefore, Community Development recommends approval with conditions.

STAFF RECOMMENDATION

The Community Development Department recommends **approval** of application ZC 18-03, a request from Michael Smith, for a zone change from R-1 (Single-Family Residential Zoning District to A-1 Agricultural or Rural Zoning District) with the following conditions:

1. Legal access to the proposed residential units;
2. Residential units must be 400-feet from gas well head;
3. Residential units need to meet arroyo setback requirements;
4. The proposed mobile homes are subject to the Manufactured Housing Act (Chapter 60, Article 14, NMSA 1978), Housing and Urban Development Zone Code II, and the Uniform Building Code.
5. Mobile home(s) needs to be permanently attached to the foundation.

SUPPORT DOCUMENTS:

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

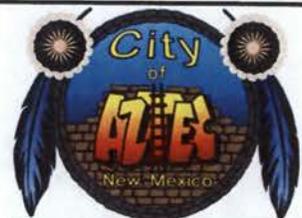
DEPARTMENT'S RECOMMENDED MOTION: Move To approve ZC- Zone Change 18-03, a request from Michael Smith, for a zone change from R-1 (Single-Family Residential Zoning District to A-1 Agricultural or Rural Zoning District) with the five (5) conditions a

and accepting Findings of Fact 1-5.

PETITION APPLICATION



Community Development Department
 City of Aztec
 201 W. Chaco St.
 Aztec, NM 87410
 (505) 344-7605
 (505) 344-7609 (fax)



PROJECT TYPE (Check Those Applicable)

- | | | |
|--|---|--|
| <input type="checkbox"/> Annexation <input type="checkbox"/> Alt/Summary Plat <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plan | <input type="checkbox"/> Variance <input type="checkbox"/> Residential/ Commercial Development | <input checked="" type="checkbox"/> Zone Change to <u>A-1</u> District <input type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Well site equipment modification <input type="checkbox"/> Sign Permit <input type="checkbox"/> Other |
|--|---|--|

INFORMATION

| | |
|--|---|
| Applicant's Name: <u>Michael L. Smith</u> | Project Location: <u>Hampton Canyon</u> |
| Address: <u>PO Box 3136 Farmington, NM 87499</u> | Existing Use: <u>Vacant Land</u> |
| E-Mail: <u>mikeotp@itcnm.net</u> | Proposed Use: <u>Single Family Res. for DW + Singlewide with + live stock</u> |
| Telephone: <u>505-330-0750</u> | Current Zoning: <u>R-1</u> |
| Relationship to Property Owner: | Assessor's Parcel I.D. and/or Tax I.D. Number: <u>Tax ID R-0015951</u> |

Legal Description of Subject Property: W 1/2 NE 1/4 SW 1/4 13-30-11

Is the Property in a Flood Zone? Yes No

Is Property subject to deed restrictions, covenants, or homeowners' association agreements? Yes No
 If Yes, please provide copy with application.

REPRESENTATIVE / CONTACT PERSON (if other than applicant)

| | |
|--------|----------|
| Name: | E-Mail: |
| Phone: | Address: |

OWNERSHIP

| | |
|--|---------------------------------------|
| PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase) | MORTGAGE HOLDERS (If any) <u>NONE</u> |
| Name: <u>Michael L. Smith</u> Phone: <u>505-330-0750</u> | Name: _____ Phone: _____ |
| Address: <u>PO Box 3136 Farmington, NM 87499</u> | Address: _____ |

OWNER CERTIFICATION

* (Physical and Mailing)

I certify that I am an owner and the information and exhibits herewith are true and correct to the best of my knowledge in filing this application, I am acting with the knowledge and consent of all persons in interest and understand that without the consent of all persons in interest the requested action cannot lawfully be accomplished. I give my permission for authorized officials of the City of Aztec to enter the premises described in this application. I understand applications will generally be reviewed by City Commission at their first regular session following City staff review.

| | |
|---------------------------------------|--|
| Name: <u>Michael L. Smith</u> | Address: <u>PO Box 3136, Farmington, NM 87499</u> |
| Owner's Signature: <u>[Signature]</u> | Phone / Email: <u>505-330-0750</u> <u>mikeotp@itcnm.net</u> |

**All sections of this application need to be completed
 *This application accompanies the project/request



CITY OF AZTEC ALTERNATE SUMMARY PLAT CHECKLIST

Permit #: _____ Date Started: _____ Date Approved: _____

APPLICANT CONTACT INFORMATION

Name: Michael L. Smith
Address: PO Box 3136 Farmington, NM 87499
Phone: 505-330-0750

SURVEYOR INFORMATION

Company: Sakura Eng
Surveyor Name / Contact: Scott Martin
Phone: 505-320-6767
Email: Sakura@sakuraeng.com

ALTERNATE SUMMARY PROCEDURE: The City Manager is authorized by City Code to approve and sign certain subdivision plats as follows:

Please check the category under which the summary procedure qualifies:

- Subdivision creating no more than two parcels of land (total); or
- Lot/boundary line adjustments of existing parcels; or
- Re-subdivisions, where the combination or recombination of portions of previously platted lots does not increase the total number of lots; or
- Subdivisions of two (2) or more parcels of land in areas zoned for industrial use.

The following items must be addressed prior to City approval and the City Manager signing for alternate summary approval.

Is the property fronted by a:

| | | | |
|--|-------------------------------------|-------------------------------------|----|
| Publicly dedicated and maintained County Road? | Yes | <input checked="" type="checkbox"/> | No |
| Publicly dedicated and maintained City Road? | Yes | <input checked="" type="checkbox"/> | No |
| Publicly dedicated easement, maintained privately? | Yes | <input checked="" type="checkbox"/> | No |
| Private road with County Road designation? | <input checked="" type="checkbox"/> | Yes | No |

Utilities to the property:

Electric provided by: _____

Water provided by: City of Aztec

Sewer provided by: None - Septic System

Has the property been subdivided previously? Yes No

If yes, when? _____

Have all property taxes been paid on the parcel to be subdivided (provide receipt from County Assessor): Yes No

Purpose of the lot subdivision: Create 2 Lots from a 20 Acre parcel

Department's Recommendation: _____

PERMIT FEES ARE DUE AT TIME OF APPLICATION; additional fees may be assessed at time of permit approval. Fees are: \$10 Admin. Fee + \$25 Alt. Plat Fee = Total \$35

***** STAFF USE ONLY *****

Received By _____

Date _____ Fee Received _____

Project File No. _____

Date of Hearing/Meeting: _____

- Blueline Copies of Plans _____
- Ownership Report (subject and surrounding properties)
- Legal Description & Location
- Detailed Statement of Proposed Use



CITY OF AZTEC ZONE CHANGE APPLICATION

Permit #: _____ Date Started: _____ Date Approved: _____ Fees Paid: _____

PROPERTY OWNER CONTACT INFORMATION

Name: Michael L. Smith
Mailing Address: PO Box 3136 Farmington, NM 87499
Phone: 505-330-0750
Email: mikeotp@itcnm.net

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: Hampton, Canyon, Aztec, NM
Tax ID: R0015951 Parcel Size (ac): 20 acres
Current Zone District: R-1
Current Use: Vacant Land
Proposed Zone District: A-1
Proposed Use: Residential w/ Livestock
Flood Zone Designation: _____

REASON FOR REQUESTING A ZONE CHANGE

To allow livestock to be kept on the property & to allow singlewide MH

APPLICANT SIGNATURE

I, Michael L. Smith representing self hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: Michael L. Smith Date: _____

CITY OF AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: \$10 Administration Fee + \$50 first acre and \$5 each additional acre. Total \$ _____



CITY OF AZTEC ZONE CHANGE CHECKLIST

Applicable Fees

| | |
|--------------------|--------------------------------|
| Administrative Fee | \$10 |
| Zone Change | \$50 (first acre) |
| | \$5 (for each additional acre) |

Detailed site map which includes the following:

- _____ Address of property and adjacent properties
- _____ Property boundary (all sides)
- _____ Existing or proposed street(s) adjoining property (labeled)
- _____ North arrow and scale
- _____ All utility easements
- _____ All utility lines
- _____ All utility meters
- _____ Existing and/or proposed structures
- _____ Location of improvement(s)
- _____ Setbacks for front, side and rear yards
- _____ Driveway location (required for new addresses)
- _____ Proposed parking area (if different than driveway)
- _____ Location of all drainages

Ownership

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

Legal Description

Includes the legal description or physical address of the property.

Proposed Use

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

*To allow for livestock to be kept on the property
in conjunction with residential use*



CITY OF AZTEC ZONE CHANGE REQUIREMENTS

The requirements of a Zone Change are defined in Chapter 26 Land Use Regulations, Article IV., Division 2. An excerpt from Aztec Municipal Code which identifies the requirements of a Zone Change is included below for your reference. If you need assistance identifying the zone district of your property please consult the Community Development Office at (505) 334-7604.

Sec. 26-4-521. Process.

1. Application. Application for the amendment of the Official Land Development Map or text of this Chapter shall be to the Municipality (Community Development Department, Planning Board, and City Commission). Required documents or information will include:
 - (1) A completed "Application For District Change" form;
 - (2) A recent survey;
 - (3) Legal description or proper street address of the subject property;
 - (4) Reason for the request to change the current district.
2. Publication and Notification. Public notification will be conducted by the Planning Department. Such notification will include all property owners within one hundred (100) feet of the exterior boundaries (excluding public right-of-way).
3. Fees. A non-refundable fee of the following will be charged (regardless of whether the application is approved or denied):

| | |
|-------------------|---|
| One acre or less: | \$50. ⁰⁰ |
| One acre or more: | \$50. ⁰⁰ plus \$5. ⁰⁰ for each additional acre. |
4. Approval or Denial. A request for change in any district can be denied by the City Commission based upon, but not limited to, the following circumstances:
 - (1) Failure to provide the proper documentation;
 - (2) Failure to meet the required deadline for public notification;
 - (3) Failure to demonstrate notification through certified mail of adjoining property owners within one hundred (100) feet of the area of proposed change;
 - (4) Presentation of written protest signed by the majority of owners that are within the proposed change or within one hundred (100) feet of the area proposed for change.
 - (5) The City Commission determines that the change could be detrimental to the surrounding area, or may have significant impact on the general health, safety, and/or welfare of property owners in the general area.
 - (6) That the request for change in type of district was not approved by the majority vote of the City Commission.
 - (7) Failure to pay the proper fee.
5. Duration. Once approved, the application of change of district will become part of the Official District Map and Regulation.



CITY OF AZTEC ZONE CHANGE PROCESS

- Step 1** Schedule a meeting with the Community Development Director to review your zone change request (505) 334-7604.
- Step 2** Turn in completed application and items on the attached *Zone Change Application Checklist* to the Community Development Department at least 21 days prior to the regularly scheduled City Commission meeting.
- Step 3** The Community Development Department will send out land notifications to property owners within 100 feet of your property boundary.
- Step 4** Once all fees and documentation has been received, the Zone Change Application will be placed on the next City Commission agenda as a Land Use Hearing item.
- Step 5** On Tuesday, _____, the City Commission will meet at City Hall Commission Room at 6:00 p.m.
- Attendance is required by the applicant or by an authorized representative; applicants wishing to be represented by another party must submit this authorization to the Community Development Department in writing.
 - Failure to appear at the meeting may cause the Variance Application to be postponed until the next regularly scheduled Commission meeting.
 - City Commission will make a ruling upon the Findings of Fact and Conclusions of Law and will issue a Land Use Hearing Order approving or denying the Variance request.

WARRANTY DEED

D-P LIMITED PARTNERSHIP

for consideration paid, grant s to THE MICHAEL and JESSIE SMITH Trust dated June 30, 2004

whose address is PO Box 3136

Farmington, NM 87499

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

The Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirteen (13), Township Thirty (30) North of Range Eleven (11), West, N.M.P.M., San Juan County, New Mexico.

*MT 13901905
1st Amd MT
14271643*

200418613 10/20/2004 12:30P
1 of 1 B1397 P487 R 9.00 D 0.00
San Juan County, NM Clerk FRAN HANHARDT

*more land
used
Kamberg
on search*



SUBJECT to easements, reservations and restrictions of record or in place.

with warranty covenants.

WITNESS my hand and seal this 20 day of October, 2004.

D-P LIMITED PARTNERSHIP (Seal) _____ (Seal)

By Michael L. Smith (Seal) _____ (Seal)
Michael L. Smith, General Partner

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF SAN JUAN)SS.

This instrument was acknowledged before me on October 20, 2004 by Michael L. Smith, General Partner of and on behalf of D-P Limited Partnership.

My commission expires: 8-6-05



Michael Crawford
Notary Public

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
COUNTY OF _____)SS.

This instrument was acknowledged before me on _____ 2004 by _____

_____ corporation,
on behalf of said corporation.
My commission expires:
(Seal)

Notary Public

WARRANTY DEED

MICHAEL L. SMITH, trustee of THE MICHAEL and JESSIE SMITH Trust dated June 30, 2004

For consideration grants to: F.R. DICKENS, a single man

Whose address is P.O. Box 223

Aztec NM 87410

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

The East Half (E1/2) of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirteen (13), Township Thirty (30) North of Range Eleven (11) West, N.M.P.M., San Juan County, New Mexico.

Subject to that certain Mortgage dated May 10, 2004, recorded in Book 1388, Page 119, of the San Juan County records.

TOGETHER WITH an easement for access and utilities along an existing roadway running generally east to west through the west half of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4)

RESERVING unto the grantor, an easement for access and utilities along an existing roadway running generally east to west through said property

THIS DEED IS BEING RECORDED TO CORRECT THE NAME OF THE GRANTOR ON THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1397, PAGE 487, OF THE SAN JUAN COUNTY RECORDS.

Subject to easements, reservations and restrictions of record or in place.

with warranty covenants.

WITNESS my hands and seal this 13th day of December, 2004 S.V.

Michael L. Smith, trustee

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO (ss)

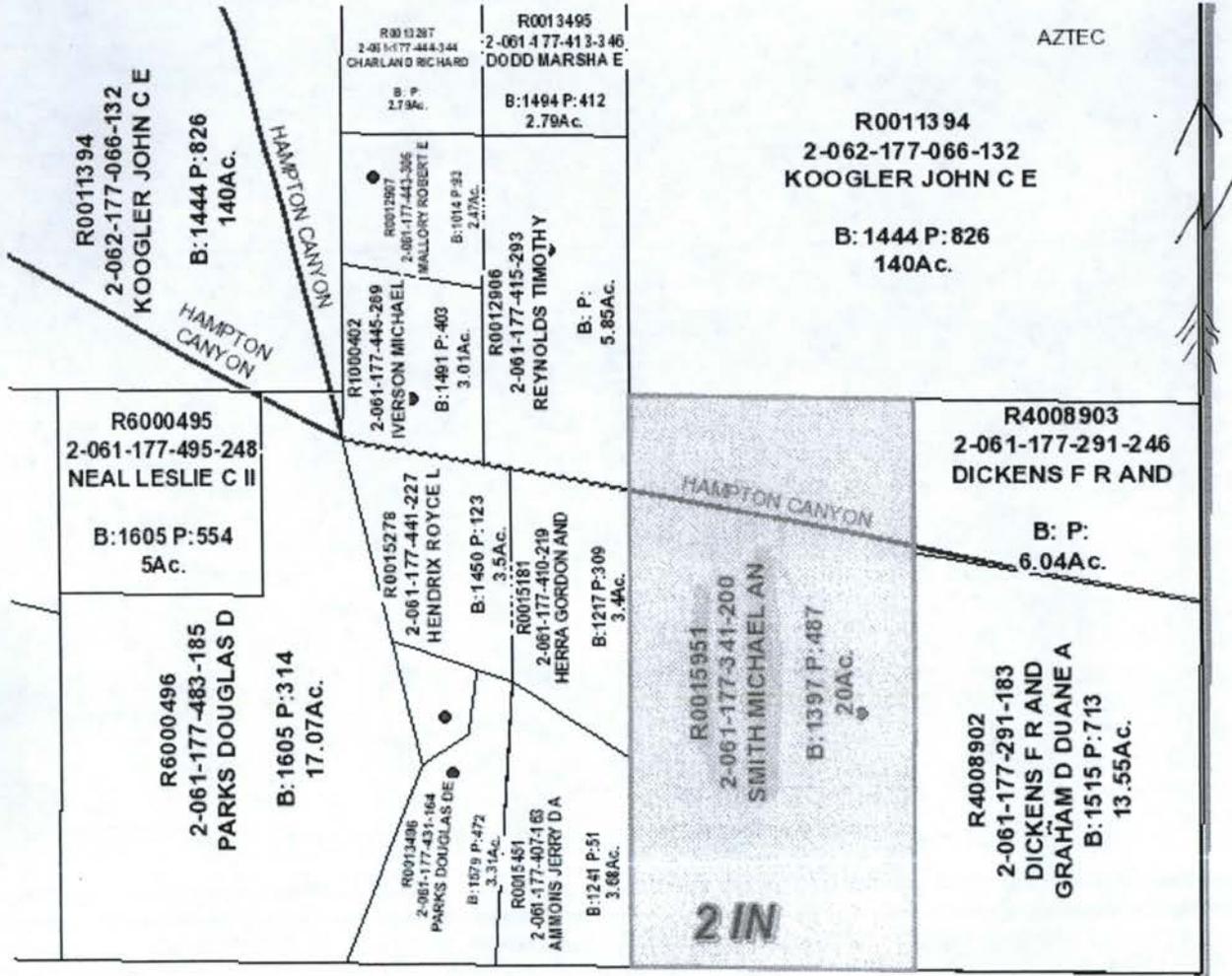
COUNTY OF SAN JUAN

This instrument was acknowledged before me on December 13, 2004 S.V. by MICHAEL L. SMITH, trustees of THE MICHAEL and JESSIE SMITH TRUST dated June 30, 2004

My commission expires: 06/03/07

Laurie Lewis, Notary Public



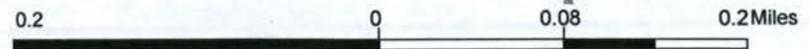


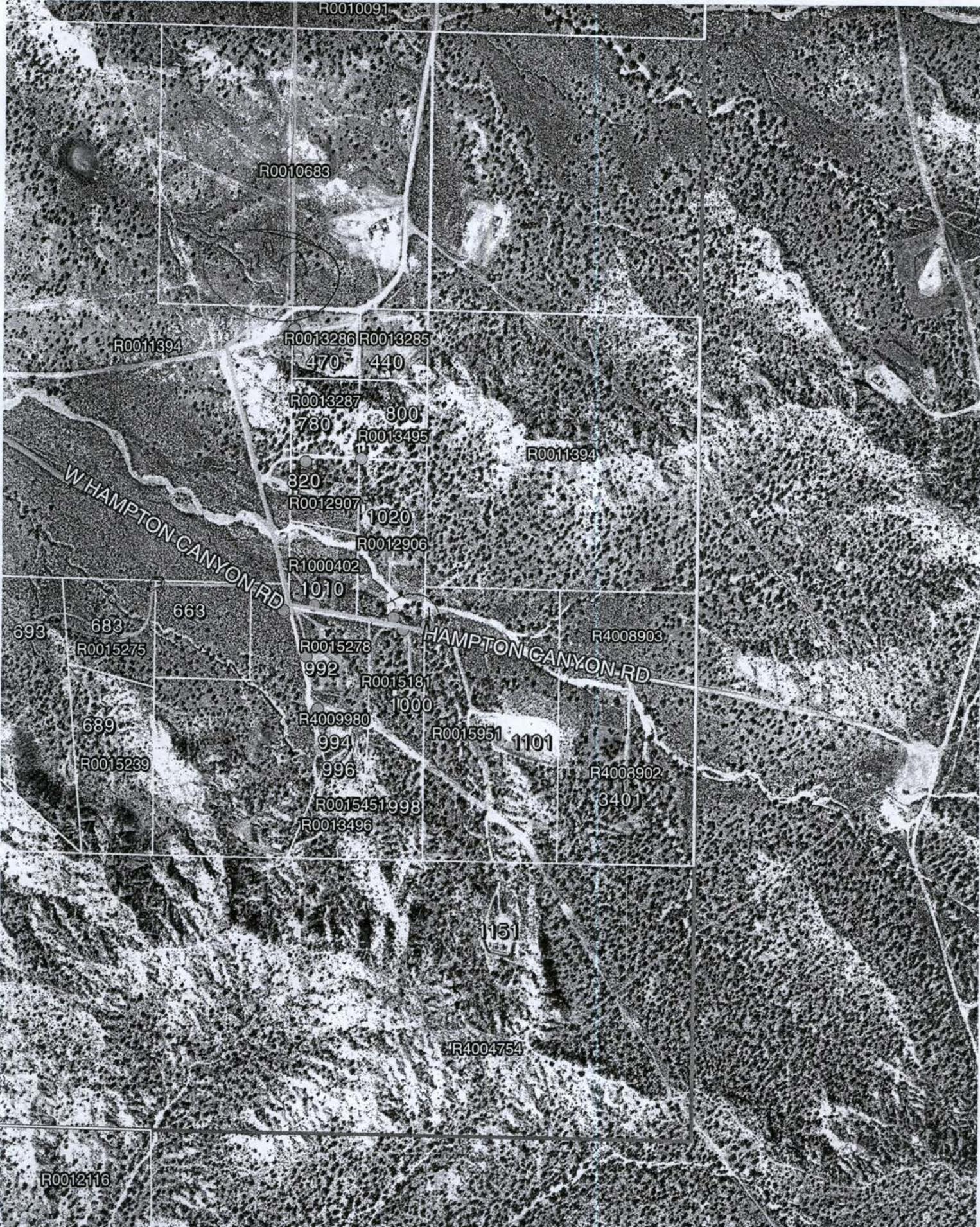
Legend

- County & City Addresses - Nur
- Searchable Parcels
- Parcels - No Labels
- Condos
- Regional Highways-US
- Regional Highways-State
- City Roads
- Other Roads
 - County Maintained
 - Lesser County Maintained
 - Navajo Route
 - Oilfield Roads
 - Private Roads
- Lakes
- Rivers
- Aztec City Limits
- Bloomfield City Limits
- Farmington City Limits
- School Districts
- San Juan County Bounds
- Reservation

1:4,980 

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





R0010091

R0010683

R0011394

R0013286 R0013285

470 440

R0013237

780

300

R0013495

R0011394

820

R0012907

1020

R0012906

R1000402

1010

W HAMPTON CANYON RD

693

683

663

R0015275

R0015278

992

R0015181

1000

HAMPTON CANYON RD

R4008903

689

R0015239

R4009980

994

996

R0015951 1101

R4008902

3401

R0015451 998

R0013496

1151

R4004754

R0012116

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Farmington Field Office

Serial Number
NMNM 11

RIGHT-OF-WAY GRANT

1. A right-of-way is hereby granted pursuant to:

**Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776;
43 U.S.C. 1761);**

2. Nature of Interest:

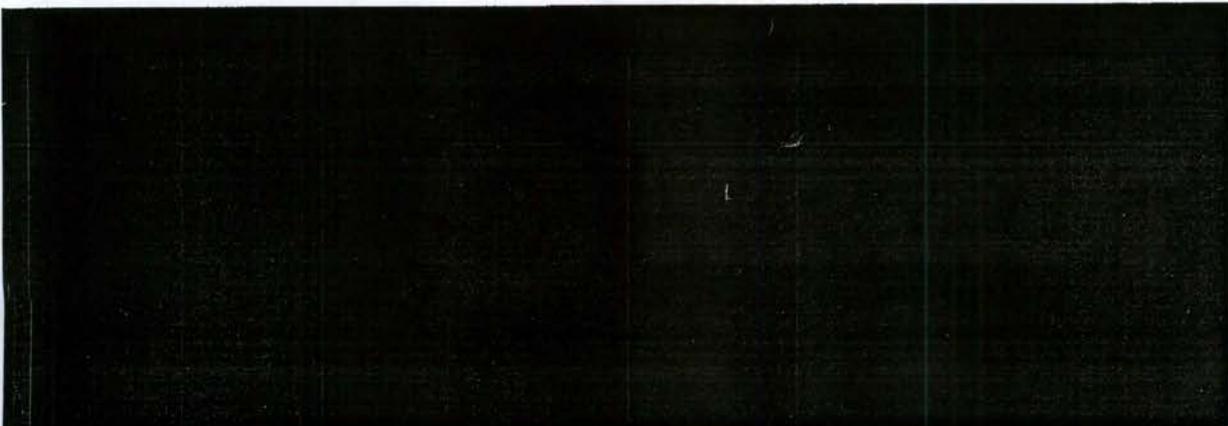
- a. By this instrument, the holder Michael L. Smith, P.O. Box 3136, Farmington, NM 87499 receives a right to construct, operate, maintain, and terminate an access road to private property located in San Juan County, New Mexico on public lands described as follows:

**T. 30 N., R. 11 W., NMPM, San Juan County, New Mexico
sec. 12, lot 11
sec. 13: lots 2, 4, 7**

- b. The right-of-way area granted herein is 20 feet wide, 6,840.00 feet long and contains 3.14 acres, more or less. If a site type facility, the facility contains N/A acres.
- c. This instrument provides legal access across the above listed public land and is issued in perpetuity unless, prior thereto, it is relinquished, abandoned, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument requires an assignment in the event property is sold or transferred. If assigned, the right-of-way shall be subject to the regulations existing at the time of assignment and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the early relinquishment or abandonment of this instrument, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of prior termination of the grant.



200509136 05/24/2005 10:30A
 1of2 B1410 P279 R 11.00 D 0.00
 San Juan County, NM Clerk FRAN HANHARDT *KJ*



necessary to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit "A", dated May 16, 2005, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspensions or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. *This right-of-way grant shall be recorded with the County Register of Deeds and a copy of the recorded grant provided to the Bureau of Land Management, Farmington, Field Office, Lands Team, 1235 La Plata Highway, Suite A, Farmington, NM 87401, within fifteen (15) days from the effective date given below.
- h. *When/if the subject private land identified on the front page of this grant is deeded to another, an assignment will be filed with the Bureau of Land Management (BLM) at the Farmington Field Office. BLM may be contacted, either at the above address or at (505) 599-8900, for information concerning transfer of the right-of-way grant.

*Note: These stipulations are included in Exhibit A and it is not necessary to record them.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

Michael [Signature]
(Signature of Holder)

Kathy J. O'Leary
(Signature of Authorized Officer)

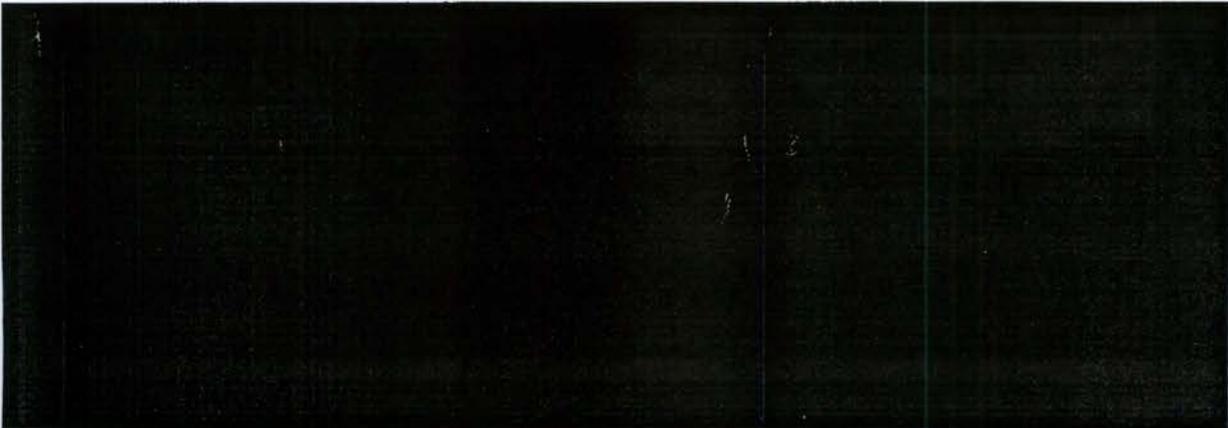
Land Owner
(Title)

Acting Protection
Branch Chief, Environmental Compliance/Realty
(Title)

5/16/2005
(Date)

May 16, 2005
(Effective Date of Grant)


 200509136 05/24/2005 10:30A
 2of2 B1410 P279 R 11.00 D 0.00
 San Juan County, NM Clerk FRAN HANHARDT



W1/2 OF NESW 133011 B.1397 P.487

9-2-272

2017 TAX BILL

SAN JUAN COUNTY TREASURER

100 S. OLIVER, STE 300
AZTEC, NEW MEXICO 87410

OFFICE HOURS:

7:00 am to 5:30 pm
MON Thru THUR
CLOSED FRIDAYS

Phone: (505) 334-9421

SMITH MICHAEL AND JESSIE TRUST R0015951
PO BOX 3136
FARMINGTON NM 87499-3136



Fee of 2.5% charged on ALL credit card payments

IF THIS BOX IS CHECKED, YOUR MORTGAGE COMPANY HAS REQUESTED YOUR TAX BILL FOR PAYMENT. PLEASE KEEP THIS BILL FOR YOUR RECORDS.

For online payment or to sign up for email notification go to website <http://www.sjcounty.net/elected/treasurer>

Drop box located on east side of building

TAX BILL NUMBER

R0015951

THE FIRST HALF PAYMENT IS DUE: November 10, 2017

THE SECOND HALF PAYMENT IS DUE APRIL 10, 2018

NR PROPERTY CLASSIFICATIONS
RS = RESIDENTIAL NR = NON-RESIDENTIAL

| PROPERTY | FULL VALUE | TAXABLE VALUE |
|-----------------|--------------|---------------|
| NON-RESIDENTIAL | 19500 | 6500 |
| TOTALS | 19500 | 6500 |

| AGENCIES | TAX RATE | AMOUNT DUE |
|---------------------------|---------------|---------------|
| STATE OF NEW MEXICO | 1.360 | 8.84 |
| COUNTY OF SAN JUAN-NONRES | 8.500 | 55.25 |
| CITY OF AZTEC-NONRES | 6.873 | 44.67 |
| AZTEC SCHOOL DIST-NONRES | 12.727 | 82.73 |
| SAN JUAN COMM COLLEGE-NON | 4.500 | 29.25 |
| COMM COLLEGE BLDG LEVY | 0.600 | 3.90 |
| TOTAL TAX RATE | 34.560 | 224.64 |

PRIOR TAXES, IF ANY, MUST BE PAID BEFORE ACCEPTING CURRENT YEAR PAYMENT.

| YEAR | BILL NO. | TAX | INTEREST | PENALTY | AMOUNT DUE |
|------|----------|-----|----------|---------|------------|
| | | | | | |

1 Tax Payment \$596.86
R0020345

Account# R0020345, Payment Amount \$596.86, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499-3136, Effective Date 12/10/17,
Balance remaining \$596.86 Tax Payment \$596.86

1 Tax Payment \$112.32
R0015951

Account# R0015951, Payment Amount \$112.32, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499-3136, Effective Date 12/10/17,
Balance remaining \$112.32 Tax Payment \$112.32

1 Tax Payment \$1,005.76
R0001360

Account# R0001360, Payment Amount \$1,005.76, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/10/17, Balance
remaining \$1,005.76 Tax Payment \$1,005.76

1 Tax Payment \$1,017.48
R0028768

Account# R0028768, Payment Amount \$1,017.48, Paid
by SMITH MICHAEL AND JESSIE L PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/10/17, Balance
remaining \$1,017.48 Tax Payment \$1,017.48

1 Tax Payment \$676.76
R0030042

Account# R0030042, Payment Amount \$676.76, Paid
by SMITH MICHAEL AND JESSIE L PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/10/17, Balance
remaining \$676.76 Tax Payment \$676.76

1 Tax Payment \$127.72
R6000226

Account# R6000226, Payment Amount \$127.72, Paid
by SMITH MICHAEL AND JESSIE L PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/10/17, Balance
remaining \$127.72 Tax Payment \$127.72

1 Tax Payment \$130.56
R6000227

Account# R6000227, Payment Amount \$130.56, Paid
by SMITH MICHAEL AND JESSIE L PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/10/17, Balance
remaining \$130.56 Tax Payment \$130.56

1 Tax Payment \$120.66
R6000228

Account# R6000228, Payment Amount \$120.66, Paid
by SMITH MICHAEL AND JESSIE L ATTN FERNANDEZ
JOE AND BILLIE JO PO BOX 3136 FARMINGTON, NM
87499, Effective Date 12/10/17, Balance remaining \$120.66
Tax Payment \$120.66

1 Tax Payment \$127.72
R6000229

Account# R6000229, Payment Amount \$127.72, Paid
by SMITH MICHAEL AND JESSIE L PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/10/17, Balance
remaining \$127.72 Tax Payment \$127.72

1 Tax Payment \$127.72
R6000230

Account# R6000230, Payment Amount \$127.72, Paid
by SMITH MICHAEL AND JESSIE L PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/10/17, Balance
remaining \$127.72 Tax Payment \$127.72

Balance remaining \$0.00 Tax Payment \$228.60

1 Tax Payment \$105.10
R0028812

Account# R0028812, Payment Amount \$105.10, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/28/17, Balance
remaining \$0.00 Tax Payment \$105.10

1 Tax Payment R0028811 \$255.28

Account# R0028811, Payment Amount \$255.28, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499-3136, Effective Date 12/28/17,
Balance remaining \$0.00 Pre Payment \$127.64, Tax
Payment \$127.64

1 Tax Payment \$108.08
R0028803

Account# R0028803, Payment Amount \$108.08, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/28/17, Balance
remaining \$0.00 Tax Payment \$108.08

1 Tax Payment \$2,116.30
R0021191

Account# R0021191, Payment Amount \$2,116.30, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/28/17, Balance
remaining \$0.00 Tax Payment \$2,116.30

1 Tax Payment \$596.86
R0020345

Account# R0020345, Payment Amount \$596.86, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499-3136, Effective Date 12/28/17,
Balance remaining \$0.00 Tax Payment \$596.86

1 Tax Payment \$112.32
R0015951

Account# R0015951, Payment Amount \$112.32, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499-3136, Effective Date 12/28/17,
Balance remaining \$0.00 Tax Payment \$112.32

1 Tax Payment \$1,005.76
R0001360

Account# R0001360, Payment Amount \$1,005.76, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/28/17, Balance
remaining \$0.00 Tax Payment \$1,005.76

1 Tax Payment \$166.14
R4007461

Account# R4007461, Payment Amount \$166.14, Paid
by SMITH MICHAEL AND JESSIE TRUST PO BOX 3136
FARMINGTON, NM 87499-3136, Effective Date 12/28/17,
Balance remaining \$0.00 Tax Payment \$166.14

1 Tax Payment \$1,017.48
R0028768

Account# R0028768, Payment Amount \$1,017.48, Paid
by SMITH MICHAEL AND JESSIE L PO BOX 3136
FARMINGTON, NM 87499, Effective Date 12/28/17, Balance
remaining \$0.00 Tax Payment \$1,017.48

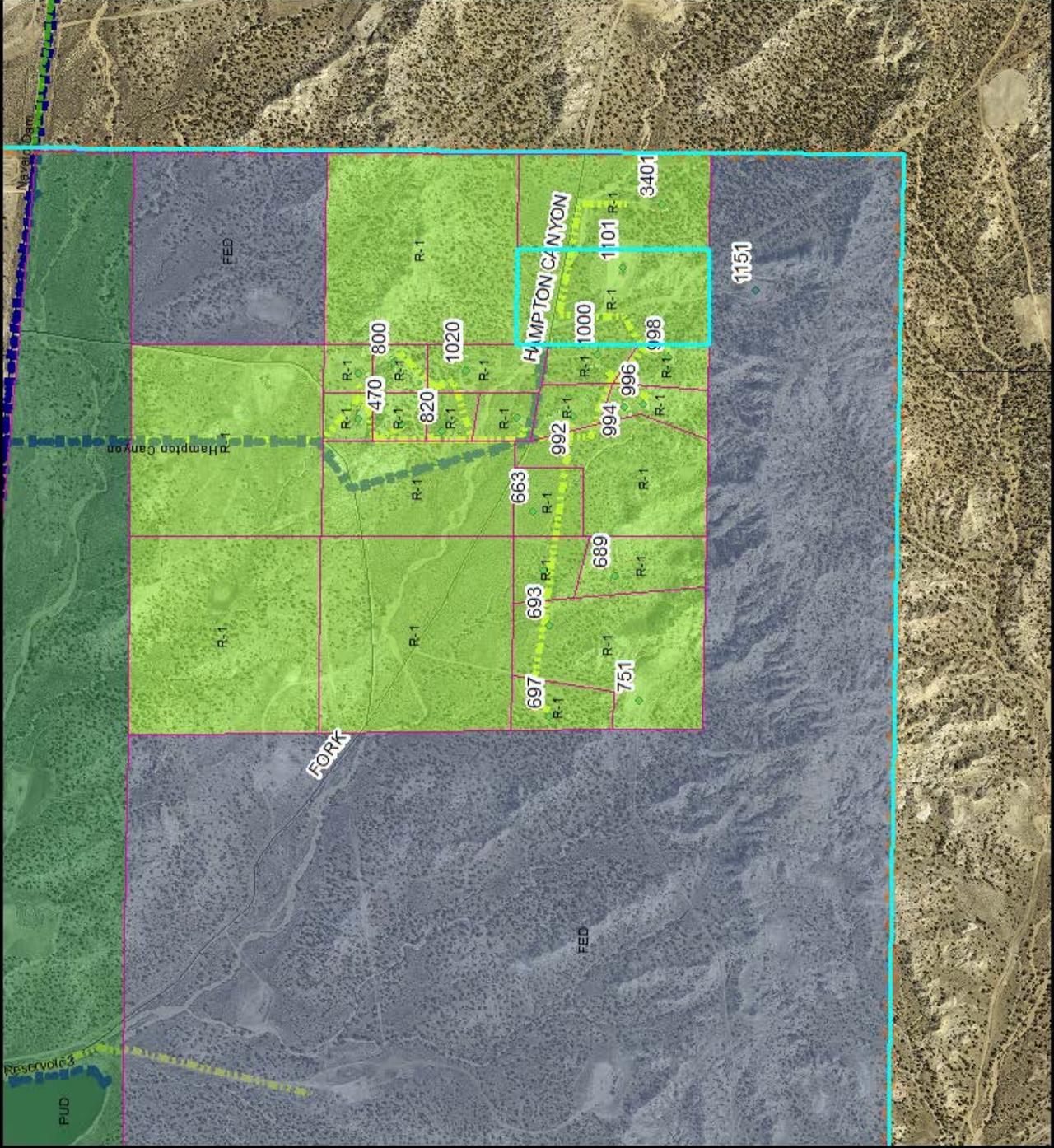
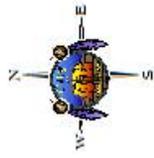
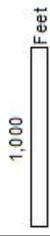
ZC 18-03

ZONING DISTRICT

- FED
- PUD
- R-1

Parcels

COA Limits



COA









 Reply all |   Delete Junk |  ...

Fw: Zoning meeting on September 11, 2018

 Community Development
Wed 8/29, 11:55 AM
Steven Saavedra 

  Reply all | 

Inbox

FYI

From: Herra, Erica <eherra@sjrnc.net>
Sent: Wednesday, August 29, 2018 11:48 AM
To: Community Development
Cc: Herra, Erica
Subject: Zoning meeting on September 11, 2018

To whom it may concern:

My name is Erica Herra, and I reside at 1000 Hampton Canyon Road. Last week my husband, Gordon, and myself received a certified letter informing us of the upcoming meeting in regards to the zoning change east of our property. We will be unable to attend the meeting as we will be out of town. We are concerned about this change, seems a bit strange and fishy, and I personally want to place my vote as a "NO". I cannot speak for my husband but he also wants to vote no.

My e-mail is eherra55@gmail.com, and my phone number is 505-860-4495. My husband's e-mail is gherra51@gmail.com and his phone number is 505-860-5707 if you need them for any verification. Thank you for your consideration. Please call if my e-mail is lacking clarity. Cordially yours, Erica Herra

 Reply all |   Delete  Junk |  

Addresses for Tax ID #R0015951(1101 Hampton Canyon)

3401 Hampton Canyon/ R4008902
F.R. and Laurie Dickens
c/o Duane and Summer Graham
318 E Chuska
Aztec, NM 87410

R4008903
F.R. and Laurie Dickens
1208 Archer Parkway East
Cape Coral, FL 33904-2900

R0011394
John Koogler Et Al
121 Basil Ln
Brookeland, TX 75931-7252

1020 Hampton Canyon/ R0012906
Timothy Dale Reynolds
PO Box 762
Flora Vista, NM 87415

1000 Hampton Canyon/ R0015181
Gordon and Erica Herra
1000 Hampton canyon Rd
Aztec, NM 87410

998 Hampton Canyon/ R0015451
Jerry and Sharon Ammons
998 Hampton Canyon Rd
Aztec, NM 87410

1151 Hampton Canyon/ R4004754
Federal (BLM?)
1088 Saguaro Trail
Farmington, NM 87401



Staff Summary Report

| | |
|----------------------|--|
| MEETING DATE: | September 11, 2018 |
| AGENDA ITEM: | XV. LAND USE HEARING (D) |
| AGENDA TITLE: | CUP 18-03 A Conditional Use Permit to allow a boat in the front yard setback area. |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Karla Harvel |
| ACTION REQUESTED: | A Conditional Use Permit to allow a boat in the front yard setback area. |
| SUMMARY BY: | Steven Saavedra, CFM |

PROJECT DESCRIPTION / FACTS

| | |
|-------------------------|--|
| Applicant | Karla Harvel |
| Date of Application | 06/28/2018 |
| Location | 1107 Cimarron Ave |
| Properties Tax ID | R0001760 |
| Existing Land Use | Residential |
| Existing Zoning | R-1: Single-Family Residential |
| Surrounding Zoning/ Use | North: R-1: / Residential South: R-1: / Residential East: R-1: / Residential West: R-1: / Residential |
| Notice | Property owners within 100-feet of the subject property were sent notice by certified mail on August 22, 2018 and an advertisement was placed in the Newspaper on August 24, 2018. |
| Floodplain Area | No |
| Access | Cimarron Ave |

PROJECT DESCRIPTION

The petitioner requests a conditional use permit to allow for the parking and storage of a boat in the front yard setback area. Pursuant to City of Aztec Land Use Regulations 26-2-32(1) "The boat, motor home, and/or trailer stored outside in the side yard is placed on the lot behind the front building line of an existing dwelling or behind the front yard setback line, whichever is further from the street, and cannot be placed within a front yard setback area or within public roadway, street, or access." The petitioner indicated the storage of the boat in the front yard is due to the lack of space on both sides of the house. In addition, the petitioner has a block wall fence in the rear yard. This wall prevents any access to the rear of the property.

Boats, recreational vehicles, and trailers parking and storage in the front yard have been prohibited for over fifteen years. The Code Enforcement Division has routinely enforced this law throughout the last five years. However, in the summer of 2018, the Code Enforcement Division was performing neighborhood sweeps and mailed over 40 courtesy letters regarding parking of boats, recreational vehicles, and trailers in the front yard. To date, all but two properties

removed or relocated the boats, recreational vehicles, and trailers from the initially 40 courtesy letters.

The Land Use Regulations requires two (2) parking spaces for each dwelling unit within the building or buildings or at least one space per bathroom, whichever is greater is required pursuant to COA 26-3-171. Parking recreational vehicles, boats, or trailers in the front yard will likely encourage additional on the street parking. On street parking (which is legal) narrows the right-of-way making it less safe for pedestrians, cyclists, and motorist. This may not be an issue in various areas of Aztec, where the right-of-way width is greater than 50-feet. However, along Cimarron, the street width is approximately 31-feet in width. A narrow right-of-way negatively affects safety, as views are limited. Furthermore, boats, recreational vehicles, and trailers parked in the driveway may block view sheds. This influences drivers backing out of their property. This is not to say large trucks and SUVs do not already affect sight. However, additional large boats, recreational vehicles, and trailers exacerbate the issue. The boat at 1107 Cimarron is relatively small and is not likely to influence one's view shed. However, there at least two vehicles parked in the street at 1107 Cimarron, as the result of the boat and the storage of other items. Currently, the subject property is not in compliance, as there is also a trailer parked in the front yard as of 09/05/2018 and the placement of the trash poly cart on the sidewalk as of July 26, 2018. The placement of trash poly carts on the sidewalk blocks pedestrian access and is violation of the Americans with Disabilities Act (ADA) requirements.

Pursuant to COA 26-4-542 Approval or Denial. No "Conditional Use Permit" shall be approved or granted by the City Commission unless the conditional use:

1) Is necessary for public convenience at the proposed location. AZTEC CITY CODE CHAPTER 26 – LAND USE REGULATIONS 2018 MARCH 28 26-78:

The proposed use would not meet the requirements for public convenience. Additional on-street parking adds congestion of the street and makes it more difficult for trash service pickup. However, approving the request would provide convenience to the applicant, as they are limited on space on their side yard and rear yard.

Is not met

(2) Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

The request may negatively affect public safety, as parking a boat in the dedicated parking area, will increase parking on the right-of-way. Parking in the street limits the right-of-way width, thereby limiting sight, which may be detrimental to the public health and safety.

Is not met

(3) Will not cause substantial injury to the value of other property in the neighborhood of which it is a part;

The value to others property should not be substantially injured by the parking of a boat in the front yard. However, limited sight and increased parking in the street may increase the likelihood of damaged private property, such as other vehicles.

Is partially met

(4) That in no case will such use change or alter the Land Development district of which it is a part and further, in the event of such use cease to operate, the property occupied by the "conditional use" will revert to its intended District. Denial of the "Conditional Use Permit" can occur if:

Approving the requested conditional use permit will not change or alter the land development in this district. However, it may set a precedent to allow similar requests in the future.

Is met

(5) A written protest to the proposed conditional use is signed by the majority of owners of property within one hundred (100) feet; or (6) The Conditional Use application fails to receive a majority vote of the City Commission.

Community Development has not received any comments, concerns, or question regarding the proposed use.

Is met

STAFF RECOMMENDATION

The criteria to approving the conditional use permit is not definitive. Therefore, Community Development recommends two options:

- 1) Denial of the Conditional Use Permit to allow the parking of a boat in the front yard, based on safety concerns. In addition, the subject the property is out compliance by having an additional trailer in the front yard and their trash poly cart on the sidewalk.

Or

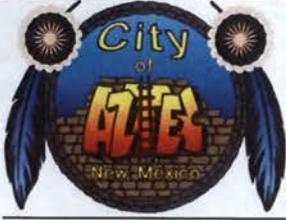
- 2) Approval of the Conditional Use Permit to allow a small boat in the front yard, with conditions:
 - 1) All parking remains on the property and not in the street.
 - 2) The trailer is removed from the front yard
 - 3) Trash poly carts are not placed on sidewalk.

SUPPORT DOCUMENTS:

1. Application
 - a. Zoning Map
 - b. Street View Pictures
 - c. Application
 - d. Property Owner Notifications

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve with conditions or deny Petition CUP 18-03, a request from Karla Harvel, for a conditional use permit to allow for the parking of boat in the front yard at 1107 Cimarron Ave., Aztec, NM 87410.

PETITION APPLICATION



Community Development Department
City of Aztec
 201 W. Chaco St.
 Aztec, NM 87410
 (505) 344-7605
 (505) 344-7609 (fax)



PROJECT TYPE (Check Those Applicable)

- Annexation
- Alt/Summary Plat
- Preliminary Plat
- Final Plan

- Variance
 - Residential/Commercial Development

- Zone Change to _____ District
- Conditional Use Permit
- Well site equipment modification
- Sign Permit
- Other

INFORMATION

| | |
|--|---|
| Applicant's Name: <u>Karla Harvel</u> | Project Location: <u>1107 Cimarron Avenue Aztec</u> |
| Address: <u>1107 Cimarron Avenue</u> | Existing Use: <u>Residential</u> |
| E-Mail: <u>Kjhspot@hotmail.com</u> | Proposed Use: <u>residential</u> |
| Telephone: <u>505-330-8076</u> | Current Zoning: |
| Relationship to Property Owner: <u>self</u> | Assessor's Parcel I.D. and/or Tax I.D. Number: |

Legal Description of Subject Property: Florence division

Is the Property in a Flood Zone? Yes No

Is Property subject to deed restrictions, covenants, or homeowners' association agreements? Yes No
 If Yes, please provide copy with application.

REPRESENTATIVE / CONTACT PERSON (if other than applicant)

| | |
|----------------------------|------------------------------------|
| Name: <u>Greg Harvel</u> | E-Mail: <u>gdhspot@hotmail.com</u> |
| Phone: <u>505-787-9994</u> | Address: <u>Same as above</u> |

OWNERSHIP

| | |
|--|---|
| PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase) Name: <u>Karla & Greg Harvel</u> Phone: <u>505-330-8076</u> <u>505-787-9994</u> | MORTGAGE HOLDERS (If any) <u>We own our home - none paid off 8/17</u> Name: Phone: |
| Address: <u>1107 Cimarron Avenue Aztec</u> | Address: |

OWNER CERTIFICATION

* (Physical and Mailing)

I certify that I am an owner and the information and exhibits herewith are true and correct to the best of my knowledge in filing this application, I am acting with the knowledge and consent of all persons in interest and understand that without the consent of all persons in interest the requested action cannot lawfully be accomplished. I give my permission for authorized officials of the City of Aztec to enter the premises described in this application. I understand applications will generally be reviewed by City Commission at their first regular session following City staff review.

| | |
|---------------------------|--|
| Name: <u>Karla Harvel</u> | Address: <u>1107 Cimarron Avenue Aztec</u> |
| Owner's Signature: | Phone / Email: <u>505-330-8076</u> |

**All sections of this application need to be completed
 *This application accompanies the project/request

Kjhspot@hotmail.com



CITY OF AZTEC VARIANCE APPLICATION

Permit #: CUP18-03 Date Started: 7/3/18 Date Approved: _____ Fees Paid: \$60

PROPERTY OWNER CONTACT INFORMATION

Name: Karla Harvel
Mailing Address: 1107 Cimarron Avenue Aztec, NM 87410
Phone: 505-330-8076
Email: Kjhspot@hotmail.com

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 1107 Cimarron Avenue Aztec, NM 87410
Tax ID: R0001760 Parcel Size (ac): _____
Zone District: R1
Current Use: Residential
Proposed Use: boat storage out front
Flood Zone Designation: _____

REASON FOR REQUESTING A VARIANCE

We need to store our boat in our driveway. We are unable to put the boat on the side of our house due to shortage of space. We are also unable to back our boat into our backyard due to our cinder block fence and Lydia Pipprey's fence. Our boat is also more than 10 feet from the street, due to safety issues of an accident.

APPLICANT SIGNATURE

I, Karla Harvel representing self hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: Karla Harvel Date: 6/28/18

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: \$10 Administration Fee + \$50 Variance Fee = Total \$60

TY OF AZTEC
07/03/2018

14:06 CD

CI

CM DEV ADMIN FEE (ALL PERMITS)

| | |
|-------------------------------|--------|
| U-A229579 | AMOUNT |
| FMSD CM DEV ADMIN FEE (ALL PE | 10.00 |
| FMSD CM DEV LAND USE PERMITS | 50.00 |

PAYMENT RECEIVED

PP / 9473

AUTH CODE: 45705673

TOTAL

AMOUNT
60.00

60.00

- [Account Search](#)
- [View Created Report\(s\)](#)
- [Help?](#)
- [San Juan County Assessor](#)
- [San Juan County Office](#)
- [San Juan County Treasurer](#)
- [Logout Public](#)

Account: R0001760

Location

Parcel Number 2064178492380
Situs Address 1107 CIMARRON AVE
Tax Area 2INRS - District 2IN Residential
Legal Summary FLORANCE ADDITION NO.2 LOT 3 BLOCK 8 BK.1180 PG.320
Serial Number

Owner Information

Owner Name HARVEL GREGORY D AND KARLA
Owner Address 1107 CIMARRON AVE
 AZTEC, NM 87410-2524

Assessment History

Actual Value (2018 - Residential Cap applied) \$118,943
Assessed \$39,648
Exemption Adjustments:
 Head of Household (\$2,000)
Adjusted Taxable Total \$37,648
Tax Area: 2INRS **Mill Levy:** 28.522000
Type Actual Assessed Acres SQFT
 Taxable \$118,943 \$39,648 0.177 9851.000

Transfers

No Transfer Documents

Tax History

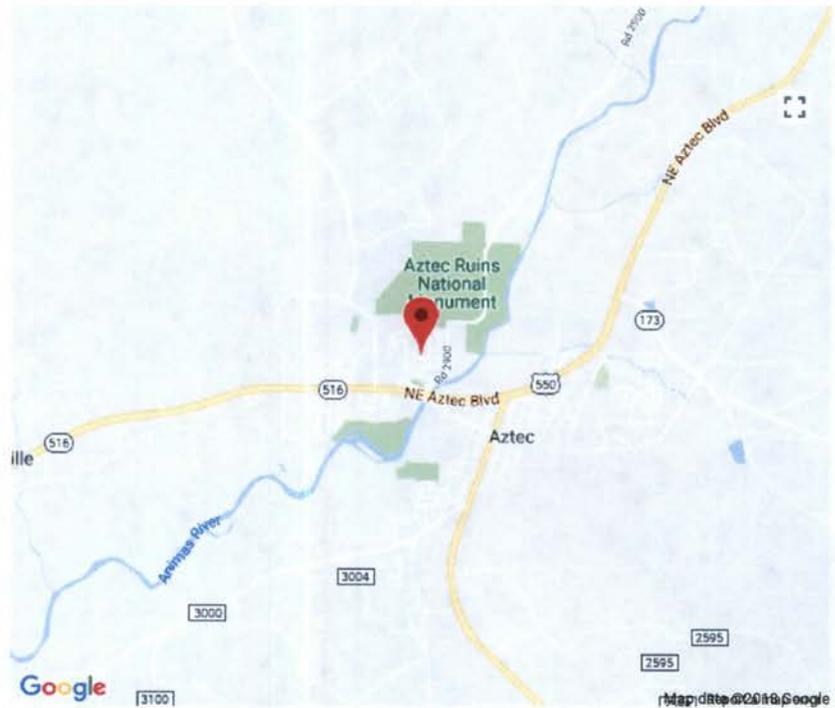
| Tax Year | Taxes | |
|----------|------------|--|
| *2018 | \$1,195.84 | |
| 2017 | \$1,162.88 | |

* Estimated

Images

- [Map](#)
- [Photo](#)
- [Sketch](#)

Focusing On: 1107 CIMARRON AVE AZTEC 87410





1007 1005

TOWNSEND AVE

401

1008 1006

RIO PECOS RD

1111

1109

1107

1105

1103

1101

1007

1005

CIMARRON AVE

324

316

1010

1008

1006

1004

GILARD

315

320

313

314

RIO PECOS RD

312

1011

1009

1007

1005

316

312

309

RIO HONDO RD

307

1012

1010

1008

1006

1004

308

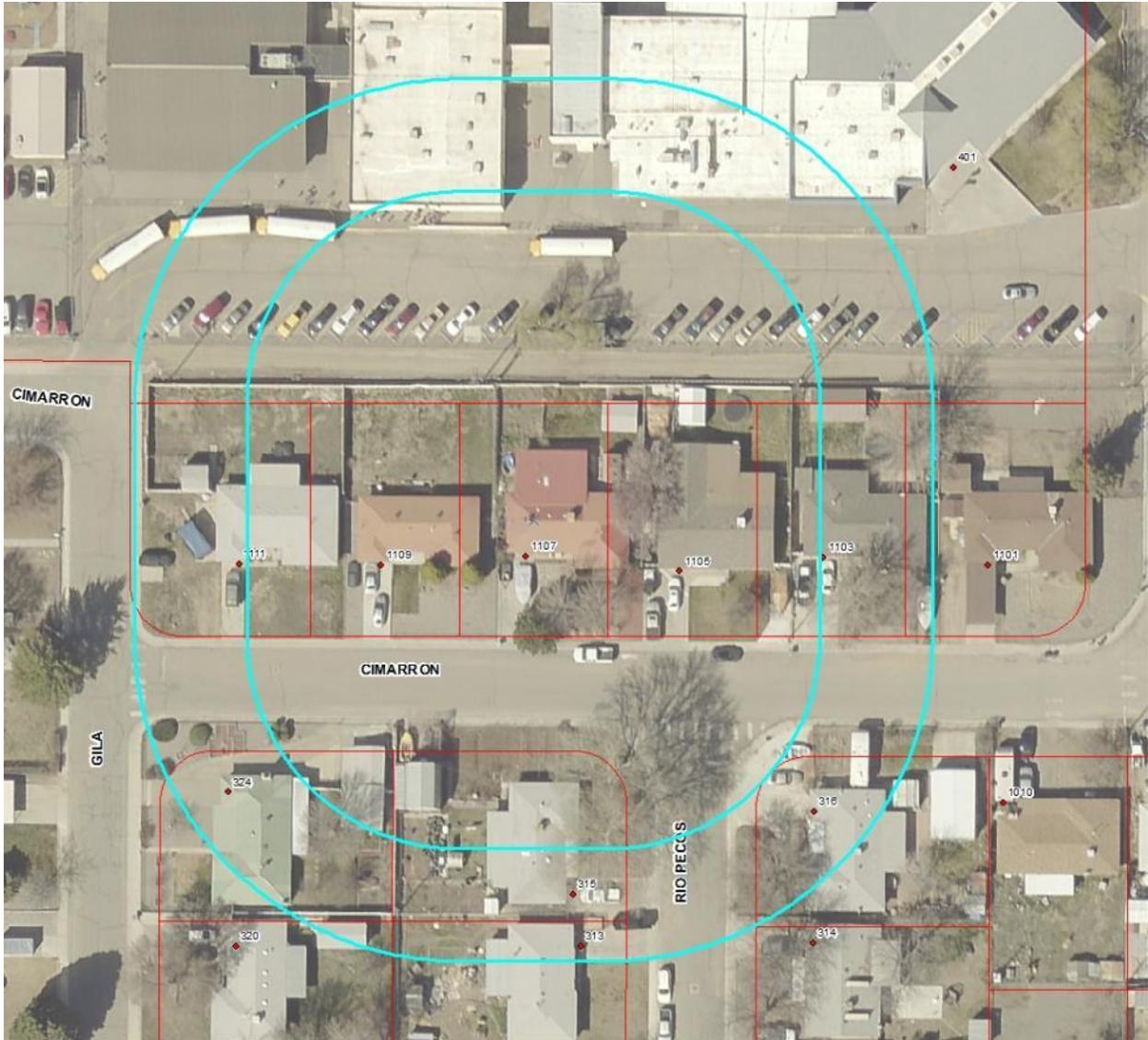


GILARD

CIMARRON AVE

RIO PECOS RD

RIO PECOS RD



CUP 18-03

ZONING DISTRICT

R-1

Parcels

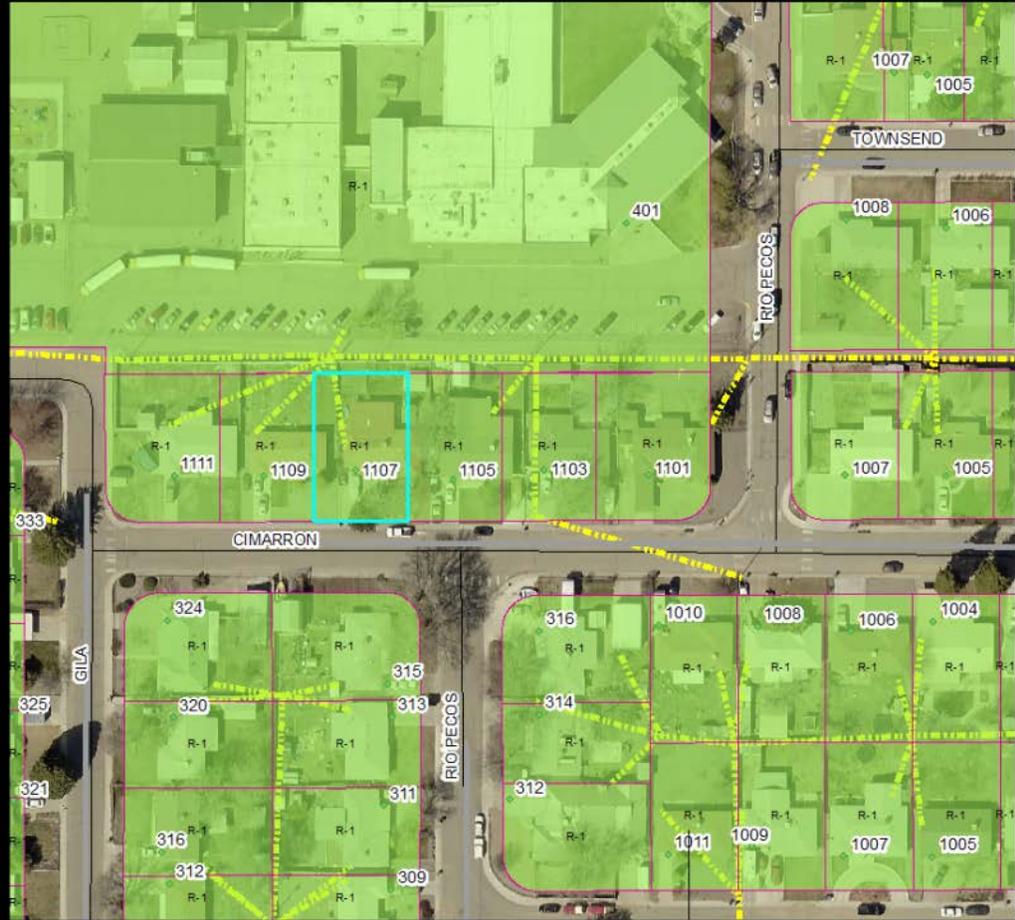
COA Limits

100 Feet

1 in = 0.02 miles



COA







Addresses for 1107 Cimarron

401 Rio Pecos Rd/ R0000102
Aztec School District
1118 W Aztec Blvd
Aztec, NM 87410

1111 Cimarron Ave/ R0000952
James Beach Trustees
c/o Gregory Brown et ex
PO Box 1328
Aztec, NM 87410

1109 Cimarron Ave/ R0000325
Anthony Carr
1109 Cimarron Ave
Aztec, NM 87410

324 Gila Rd/ R0001538
Melvin Woodward
324 Gila Rd
Aztec, NM 87410

320 Gila Rd/ R0001017
Antonia Engle
320 Gila Rd
Aztec, NM 87410

313 Rio Pecos Dr/ R0000645
Roger and Dora Shorter
313 Rio Pecos Dr
Aztec, NM 87410

315 Rio Pecos Dr/ R0001282
L K Payne et al
315 Rio Pecos Dr
Aztec, NM 87410

316 Rio Pecos Dr/ R0001282
Gary and Rosetta Jantz
316 Rio Pecos Dr
Aztec, NM 87410

1103 Cimarron Ave/ R0001651
Stephan and Amber Parks
1103 Cimarron Ave
Aztec, NM 87410

1105 Cimarron Ave/ R0000499
Samuel and Phyllis Martinez
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