

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION WORKSHOP**  
**January 8, 2019**  
**201 W. Chaco, City Hall**  
**5:15 p.m.**

**5:15 P.M.**

Hilcorp Energy Company Work Process

**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.

**AG E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**January 8, 2019**  
**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. AGENDA APPROVAL**

**VII. CITIZEN RECOGNITION**

**VIII. EMPLOYEE RECOGNITION**

**IX. CITIZENS INPUT (3 Minutes Maximum)**

**X. CONSENT AGENDA**

- A. Commission Workshop Minutes December 11, 2018
- B. Commission Meeting Minutes December 11, 2018
- C. Intergovernmental Agreement for Ambulance Services
- D. RFP 2019-670 Reservoir #1 Evaluation Engineering Services
- E. FY19 Youth Conservation Corps Service Agreement
- F. ITB 2019-666 Church Alley Sewer Reconstruction Change Order #2

*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"*

**XI. ITEMS FROM CONSENT AGENDA**

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

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**XII. BUSINESS ITEMS**

- A. Final Adoption of Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries
- B. Final Adoption of Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees

**XIII. LAND USE HEARINGS**

- A. VAR 18-04- A Request To Reduce the Front Setback From Twenty-Five Feet To Zero Feet In The R-2 Multiple-Family Dwelling District

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

**XV. DEPARTMENT REPORTS**

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

**XVI. CLOSED SESSION**

Closed Session Pursuant to Section 10-15-1(H)(7) Threatened or Pending Litigation Regarding New Mexico Taxation and Revenue Department- Gross Receipts Tax Revenue

**XVII. ADJOURNMENT**

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

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

1 CITY OF AZTEC  
2 WORKSHOP MEETING MINUTES  
3 December 11, 2018  
4

5 **I. CALL TO ORDER**

6 Mayor Snover called the Workshop to order at 5:16 pm at the Aztec City  
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 MEMBERS PRESENT: Mayor Victor Snover; Mayor Pro-Tem Fry;  
10 Commissioner Sherri Sipe; Commissioner,  
11 Mark Lewis  
12

13 MEMBERS ABSENT: Commissioner Austin Randall  
14

15 OTHERS PRESENT: City Manager Steve Mueller; Finance Director  
16 Kathy Lamb; Project Manager Ed Kotyk; City  
17 Clerk Karla Saylor  
18

19 **A. Aztec Municipal Golf Course Discussion**  
20

21 City Manager Steve Mueller explained that the City entered into an agreement to  
22 operate the Aztec Municipal Golf Course in February 2015 which was for two years and  
23 a new agreement was executed in April 2017. The City was the primary operator until  
24 December of 2016 when the City executed an agreement with Randy Hodge to manage  
25 the course. He explained that both agreements run through about the same time in  
26 2020. The numbers for the course itself are the cart lease agreements are for 40 carts  
27 \$1920.00 a month with a final balloon payment of \$72,000 and the lease for the course  
28 for the year is \$20,000 currently. Steve explained that Randy's agreement makes him  
29 responsible for everything at the course except the lease fess and cart fees. The City  
30 purchases the liquor license and Randy reimburses the City for the license and for 20%  
31 of the daily golf cart rental fees.  
32

33 Randy Hodge mentioned that the course was an asset to the City and it is used  
34 for other things besides golf by people in the community. He mentioned that the  
35 numbers of people are holding steady. Randy mentioned that if the City gets out of the  
36 agreement with the course he would look for someone else to take on the lease to keep  
37 the course running.  
38

39 Steve mentioned that based on the agreement we don't have water rights set  
40 aside specific for the golf course but they have been using water.  
41

42 Commissioner Sipe mentioned that this was a huge issue but she felt it was an  
43 asset to the community and she feels that if it goes away then we won't be able to get it  
44 back and no quality of life thing pays for itself. The Mayor mentioned that he is not  
45 happy with the way the agreement was initially done and the reason it was done was  
46 the thought of annexation and he does not see that happening. The Mayor is concerned

1 about the long term sustainability of the golf course. He feels that the priority is the  
2 Arterial and North Main. He feels that this needs to be looked at for the long term and if  
3 it's in the best interest for the City to keep the agreement in place.  
4

5 **II. ADJOURNMENT**

6  
7 Moved by Mayor Snover to adjourn the meeting at 5:57 p.m.  
8

9

10

11

\_\_\_\_\_  
Mayor, Victor C. Snover

12

ATTEST:

13

14

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

15

16

17

MINUTES PREPARED BY:

18

19

\_\_\_\_\_  
Sherlynn Morgan, Administrative Assistant

20

1  
2 CITY OF AZTEC  
3 COMMISSION MEETING MINUTES  
4 December 11, 2018  
5

6 **I. CALL TO ORDER**  
7

8 Mayor Victor Snover called the Meeting to order at 6:09 pm at the Aztec City  
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
10

11 **II. INVOCATION**  
12

13 The Invocation was led by Commissioner Sherri Sipe  
14

15 **III. PLEDGE OF ALLEGIANCE**  
16

17 The Pledge of Allegiance was led by J.R. Sykes  
18

19 **IV. NEW MEXICO PLEDGE**  
20

21 I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect  
22 Friendship Among United Culture's.  
23

24 The New Mexico pledge was led by J.R. Sykes  
25

26 **V. ROLL CALL**  
27

28 Members Present: Mayor Victor Snover; Mayor Pro-Tem Fry;  
29 Commissioner Sipe; Commissioner Mark  
30 Lewis;  
31

32 Members Absent: Commissioner Austin Randall  
33

34 Others Present: City Manager Steve Mueller; City Attorney Nicci Unsicker;  
35 Project Manager Ed Kotyk; City Clerk Karla Sayler (see  
36 attendance sheet)  
37

38 **VI. AGENDA APPROVAL**  
39

40 MOVED by Commissioner Sipe to Approve the Agenda as given with the  
41 exception of item (D) which was pulled SECONDED by Commissioner Lewis  
42

43 All voted Aye: Motion passed four to zero  
44  
45  
46

47 **VII. CITIZEN RECOGNITION**

48  
49 Captain Morris recognized Mark White for his help with an attempted suicide in  
50 Riverside Park. Mayor Snover recognized Cynthia Gustimonies for winning the Golden  
51 Apple Award for her excellence in teaching.

52  
53 **VIII. EMPLOYEE RECOGNITION**

54  
55 City Manager Steve Mueller read an email he received from Jessica Anderson  
56 about the Aztec MVD and the pleasant employees.

57 Commissioner Sipe thanked the Employee Association for putting together the  
58 parade float and mentioned that it turned out great. She thanked everyone who worked  
59 on Aztec Sparkles. She also recognized Cindy and Connie from the Senior Center for  
60 their work helping to put together standard menus for the Senior Center.

61  
62  
63 **IX. CONSENT AGENDA**

- 64  
65 A. Commission Workshop Minutes November 27, 2018  
66 B. Commission Meeting Minutes November 27, 2018  
67 C. Intergovernmental Agreement between San Juan County and City of  
68 Farmington, Aztec, and Bloomfield for Crime Stoppers  
69 ~~D. RFP 2019-670 Reservoir #1 Evaluation Engineering Services (PULLED)~~  
70 E. Resolution 2018-1112 Utility Write Off of Uncollected Utility Accounts  
71 F. Resolution 2018-1113 Municipal Surplus

72  
73 Moved by Commissioner Lewis, SECONDED by Commissioner Sipe to approve  
74 the Consent Agenda as given.

75  
76 All Voted Aye: Motion Passed Four to Zero

77  
78 **X. ITEMS FROM CONSENT AGENDA**

79  
80 None

81  
82 **XI. CITIZENS INPUT (3 Minutes Maximum)**

83  
84 None

85  
86 **XII. BUSINESS ITEMS**

- 87  
88  
89 A. RY19 Funding Application San Juan County Partnership, Inc.  
90

91 Mayor Pro-Tem Fry recused herself from the vote because she is a Board Member  
92 for San Juan County Partnership.

93 Pamela Drake the Executive Director for San Juan County Partnership explained  
94 the funding request for Creating Cultural Harmony Conference which is held every other  
95 year and brings the community together. It will be on February 22, 2019.

96  
97 Moved by Commissioner Sipe, SECONDED by Commissioner Lewis to Approve  
98 Funding Application for San Juan County Partnership, Inc. in the amount of \$2,000.

99  
100 A Roll Call was taken: All Voted Aye: Motion Passed Three to Zero

101  
102 **B. Intent to Adopt Ordinance 2018-487 Zoning Requirements and**  
103 **Regulations for Medical Cannabis and Medical Marijuana Dispensaries**

104  
105 Community Development Director Steven Saavedra explained that this is an  
106 ordinance to put zoning requirements and regulations in for medical marijuana  
107 dispensaries. Steven mentioned that right now we do not have any zoning regulations  
108 pertaining to medical cannabis so by adding this ordinance it will help the City be more  
109 efficient by having something in place. He explained that the ordinance cannot be less  
110 strict than state statues but they can be stricter. Commissioner Sipe mentioned that she  
111 would have liked to have a workshop. Mayor Snover mentioned that it is a zoning issue  
112 that needs to be handled. Mayor Pro-Tem Fry was surprised that this hasn't already  
113 been done.

114  
115 Moved by Mayor Pro-Tem Fry, SECONDED by Commissioner Lewis to Approve  
116 the Intent to Adopt Ordinance 2018-487 Zoning Requirements and Regulations for  
117 Medical Cannabis and Medical Marijuana Dispensaries.

118  
119 A Roll Call was taken: All Voted Aye: Motion Passed Four to Zero

120  
121 **C. Intent to Adopt Ordinance 2018-488 Amending Chapter 16, Fees Creating**  
122 **Article XI. Municipal Airport Fees**

123  
124 Airport Manager Wallace Begay explained that this is to add to City Code the  
125 fees for hangars and ground leases. Right now we do not have any documentation. This  
126 is just housekeeping and putting it down on paper. He feels the fees are fair and they  
127 will revisit the fees in 2 years.

128  
129 Moved by Commissioner Sipe, SECONDED by Mayor Pro-Tem Fry to Approve  
130 the Intent to Adopt Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI.  
131 Municipal Airport Fees.

132  
133 A Roll Call was taken: All Voted Aye: Motion Passed Four to Zero

134

135 **D. Final Adoption of Ordinance 2018-484 International Property Maintenance**  
136 **Code within Chapter 14, Article IV. Dangerous and Unsafe Structures**  
137

138 Code Compliance Officer Andrew DiCamillo explained that this is the final  
139 adoption and there have been no changes or comments from the public.  
140

141 Moved by Commissioner Lewis, SECONDED by Mayor Pro-Tem Fry to Approve  
142 the Final Adoption of Ordinance 2018-484 International property Maintenance Code  
143 within Chapter 14, Article IV. Dangerous and Unsafe Structures  
144

145 A Roll Call was taken: All Voted Aye: Motion Passed Four to Zero  
146

147 **E. Final Adoption of Ordinance 2018-485 Amending Section 1-12 Mandatory**  
148 **Penalty and Fees**  
149

150 Community Development Director Steven Saavedra explained that these are  
151 the fees that go with the International Property Maintenance Code and they have had  
152 no comments or concerns.  
153

154 Moved by Commissioner Sipe, SECONDED by Commissioner Lewis to Approve  
155 the Final Adoption of Ordinance 2018-485 Aending Section 1-12 Mandatory penalty and  
156 fees  
157

158 A Roll Call was taken: All Voted Aye: Motion Passed Four to Zero  
159

160 **XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**  
161

162 City Manager Steve Mueller mentioned the Employee Christmas party on Friday  
163 at Sunray. He also mentioned the Mayors Ball on March 2<sup>nd</sup> in Farmington. He  
164 mentioned that over the next couple of weeks they will be working to firm up a date for  
165 the Commissioner retreat.  
166

167 City Attorney Nicci J. Unsicker mentioned that she attended the NMML  
168 conference last week and learned a lot, it was enjoyable.  
169

170 Commissioner Lewis mentioned that Aztec Sparkles was a great time, a nice  
171 evening for everyone.  
172

173 Commissioner Sipe mentioned that she attended the River Glo on Friday night it  
174 was amazing. She has EDAB on Thursday next week. She also mentioned that EDAB  
175 would like to have a workshop with the Commission.  
176

177 Mayor Pro-Tem Fry mentioned that she attended Four Corners Economic  
178 Development meeting.

179 Mayor Snover mentioned that Sparkles event was a good time it seemed to be  
180 well attended. The lights downtown are beautiful and he appreciates the efforts from  
181 employees. He mentioned that ECHO will be having an open house tomorrow. He  
182 mentioned that it has been a year since the tragic event and there are a lot of emotions  
183 so be mindful of that.

184

185 **XIV. DEPARTMENT REPORTS**

186

187 Cindy Iacovetto gave a shout out to the parks and electric department. Thanked  
188 the Lions Club for the tables for the craft fair. The Christmas dinner is the next event  
189 and they mentioned they need volunteers.

190

191

192 **XV. CLOSED SESSION**

193

194 Closed Session Pursuant to State Law; Section 10-15-1 (h-8) to Consider the  
195 Approval of Purchase of Real Property

196

197

198 Mayor Snover moved the meeting in Closed Session at 7:04 pm Pursuant to  
199 Section 10-15-1 (H-8) to Consider the Approval of Purchase of Real Property; Mayor  
200 Snover voted Aye; Commission Sipe voted Aye; Mayor Pro-Tem Fry voted Aye;  
201 Commission Lewis voted Aye

202 Mayor Snover re-opened the Commission Meeting at 7:35 pm stating nothing  
203 was discussed other than matters pertaining to Pursuant to Section 10-15-1 (H-8)  
204 Approval of Purchase of Real Property; Mayor Snover voted Aye; Commission Sipe  
205 voted Aye; Mayor Pro-Tem Fry voted Aye; Commission Lewis voted Aye

206

207

208

209 **XVI. BUSINESS ITEMS FROM CLOSED SESSION**

210

211 F. Approval of Purchase of Real Property

212

213 Moved by Commissioner Sipe, SECONDED by Mayor Pro-Tem Fry to Approve  
214 the purchase of real property, 104 N. Main Ave. Aztec, NM 87410

215

216 A Roll Call was Taken: All Voted Nay Motion Denied 4-0

217

218

219

220 **XVII. ADJOURNMENT**

221

222 Moved by Mayor Snover, SECONDED by Commissioner Sipe to adjourn the  
223 meeting at 7:38 p.m.

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Mayor, Victor Snover

ATTEST:

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Karla Sayler, City Clerk

MINUTES PREPARED BY:

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Sherlynn Morgan, Administrative Assistant

DRAFT

# Staff Summary Report

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**MEETING DATE:** January 8, 2019  
**AGENDA ITEM:** X. CONSENT AGENDA (C)  
**AGENDA TITLE:** Intergovernmental Agreement for Ambulance Services

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**ACTION REQUESTED BY:** City Manager  
**ACTION REQUESTED:** Approve Renewal of Intergovernmental Agreement for Ambulance Services  
**SUMMARY BY:** Sherlynn Morgan

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## PROJECT DESCRIPTION / FACTS

- The renewal agreement is effective October 1, 2018, between the Board of County Commissioners of San Juan County, the City of Farmington, the City of Bloomfield and the City of Aztec
- The term of this agreement will be October 1, 2019 – October 1, 2019 and will automatically renew unless notice is given 90 days prior to expiration.

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**SUPPORT DOCUMENTS:** Intergovernmental Agreement for Ambulance Services

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Renewal of Intergovernmental Agreement for Ambulance Services

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**RENEWAL OF  
INTERGOVERNMENTAL AGREEMENT  
FOR AMBULANCE SERVICES**

This Renewal Agreement is effective October 1, 2018, between the Board of County Commissioners of San Juan County, New Mexico (the County), the City of Farmington, New Mexico, the City of Bloomfield, New Mexico, and the City of Aztec, New Mexico (the Cities);

**RECITALS:**

1. The Intergovernmental Agreement For Ambulance Services between the County and the Cities dated November 9, 2006 expired on November 14, 2014, and was renewed with a Renewal Agreement effective November 15, 2014.
2. The Operating Agreement For Ambulance Service between the parties to the Intergovernmental Agreement and San Juan Regional Medical Center, Inc. expires June 30 of each year and automatically renews for successive one-year terms unless notice is given 90 days prior to expiration of the Agreement.
3. It would protect the public health, safety, and welfare and be in the best interest of the parties to the Intergovernmental Agreement and the provider under the Operating Agreement to renew the Intergovernmental Agreement for successive one-year terms to coincide with the terms of the Operating Agreement.

**IT IS THEREFORE AGREED** that the term of the Intergovernmental Agreement For Ambulance Services between the County and the Cities dated November 9, 2006, is hereby extended from November 15, 2014 to October 1, 2018 and shall automatically renew on October 1, 2019 for successive one (1) year terms thereafter unless notice is given 90 days prior to expiration of the Agreement.

This Renewal Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document, and execution of a counterparty may be transmitted via facsimile transmission.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals effective the day and year first written above.



Tanya Shelby, County Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF SAN JUAN COUNTY, NEW MEXICO**

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

Margaret McDaniel, Chairman

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

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

CITY OF FARMINGTON, NEW MEXICO

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Farmington

CITY OF BLOOMFIELD, NEW MEXICO

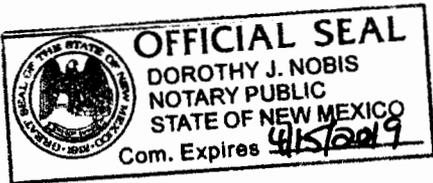
ATTEST:

\_\_\_\_\_  
City Clerk

By: Cynthia Olencos  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bloomfield



ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF AZTEC, NEW MEXICO

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

RE  
Attorney for City of Aztec

# Staff Summary Report

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<b>MEETING DATE:</b>	January 8, 2019
<b>AGENDA ITEM:</b>	X. CONSENT AGENDA (D)
<b>AGENDA TITLE:</b>	RFP 2019-670 Reservoir #1 Evaluation Engineering Services

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<b>ACTION REQUESTED BY:</b>	Finance Dept
<b>ACTION REQUESTED:</b>	Approval to award contract
<b>SUMMARY BY:</b>	Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- A Request for Proposal (RFP) was issued in September 2018 for an evaluation of Reservoir 1. The RFP was issued as a result of the failure of reservoir 1 in July 2018. The scope of the study is to evaluate the procedures and cost to rehabilitate the reservoir to prevent leakage as well as evaluate the feasibility of a replacement of this reservoir with a new, potentially larger reservoir to be located adjacent to the City's existing Reservoir 3 (Tiger Pond).

## PROCUREMENT / PURCHASING

- A formal Request for Proposal – RFP 2019-670 Reservoir #1 Evaluation Engineering Services was issued in September 2018. Two addendums were issued to respond to questions submitted. Proposals were due on October 31, 2018.
- Two proposals were received and evaluated. Proposals were received from Bohannon Huston Inc (Albuquerque) and Souder Miller & Associates (Farmington). The evaluation committee included the City Manager, City Engineer/Public Works Director, Treatment Plants Chief Operator in Charge, Special Projects Manager and Finance Acct III. Proposal evaluations were completed November 28, 2018.
- The evaluation committee recommends the RFP be awarded to Bohannon Huston Inc. (BHI). The committee determined BHI demonstrated experience with projects very similar to our project and would provide a cost effective evaluation which the City will use to determine the future of Reservoir 1.
- If the RFP is awarded to the BHI, a kick off meeting will be scheduled as soon as possible but due to the holidays, may not occur until early January 2019. BHI projects five months to complete the evaluation and submit its recommendations to the City.
- On December 4, 2018, both proposers were advised of the committee recommendation to the Commission and advised of their right to submit written protest within 15 days. On December 5, 2018, Souder Miller & Associates submitted a written protest to the award of the RFP and contract to Bohannon Huston Inc. A review of the procurement process was completed and after consultation with the City Attorney, a formal determination was

submitted to Souder Miller & Associates denying their protest under NMSA 1978 Sec 13-1-175.

**FISCAL INPUT / FINANCE DEPARTMENT**

- If approved, the contract with BHI will be for an amount of \$58,353, not including GRT, for the evaluation.
- The FY19 budget includes a Capital budget specific to the Water System and is sufficient to meet the fiscal requirements of this award.

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**SUPPORT DOCUMENTS:** RFP 2019-670 Proposal Evaluation Summary  
RFP 2019-670 Protest Determination  
Professional Services Contract (Draft)

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**DEPARTMENT'S RECOMMENDED MOTION:** Move To Approve Award Of RFP 2019-670 Reservoir 1 Evaluation Engineering Services To Bohannan Huston Inc. And Authorize The City Manager To Sign The Professional Services Agreement On Behalf Of The City.

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**City of Aztec**  
**RFP 2019-670**  
**Reservoir #1 Evaluation Engineering Services**  
**Scored Evaluation Tabulation**

**Specialized Design**  
**Max Points: 200**

**Capacity & Capability**  
**Max Points: 100**

**Past Record of Performance**  
**Max Points: 100**

Evaluation Criteria>

Evaluator # >	1	2	3	4	5
Bohannan Huston Inc	200	150	185	185	150
Souder Miller & Assoc	190	175	180	185	100

1	2	3	4	5
100	100	90	90	85
100	100	90	88	75

1	2	3	4	5
100	100	90	90	95
80	70	75	90	25

**Proximity/Familiarity**  
**Max Points: 75**

**New Mexico Produced Work**  
**Max Points: 50**

**Volume of Work Previously Done**  
**Max Points: 0**

Evaluation Criteria>

Evaluator # >	1	2	3	4	5
Bohannan Huston Inc	75	70	65	70	50
Souder Miller & Assoc	75	75	75	73	75

1	2	3	4	5
50	50	50	50	45
40	35	40	40	25

1	2	3	4	5
-40	-40	-40	-40	-40
0	0	0	0	0

**Understanding of Scope:**  
**Max Points 200**

**Organization References**  
**Max Points: 150**

**Proposal Responsiveness**  
**Max Points: 50**

Evaluation Criteria>

Evaluator # >	1	2	3	4	5
Bohannan Huston Inc	200	200	190	190	190
Souder Miller & Assoc	200	200	190	195	100

1	2	3	4	5
150	150	150	137.5	45
145	130	150	127.5	60

1	2	3	4	5
50	50	50	45	40
40	50	45	43	40

**Cost Proposal:**  
**Max Points 75**

**NM Preference**  
**Max Points: 50**

**Total Points**  
**Max Points: 1,050**

Evaluation Criteria>

Evaluator # >	1	2	3	4	5
Bohannan Huston Inc	75	75	75	75	75
Souder Miller & Assoc	65	65	65	65	65

1	2	3	4	5
48	45.25	45.25	44.625	36.75
46.75	45	45.5	45.325	28.25

1	2	3	4	5
1008	950.25	950.25	937.125	771.75
981.75	945	955.5	951.825	593.25

Evaluation Criteria>

Evaluator # >	1	2
Bohannan Huston Inc	923.475	885.465
Souder Miller & Assoc	885.465	885.465

**Evaluation Average**  
**Score Average**

Rank

1	2
1	2

Mayor  
Victor C. Snover

Mayor Pro-Tem  
Rosalyn A. Fry



Commissioners  
Austin R. Randall  
Sherri A. Sipe  
Mark E. Lewis

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

December 20, 2018

Greta Y. Quintana, P.E.  
Souder, Miller & Associates  
401 West Broadway  
Farmington NM 87401

RE: City of Aztec RFP 2019-670 Reservoir #1

Dear Ms. Quintana,

This letter is in response to the written protest by Souder, Miller & Associates (SMA) of the recommended award of RFP 2019-670 to Bohannon Huston, Inc.

Protests are governed by the Procurement Code Section 13-28- 28 through 13-1-199 NMSA 1978. Pursuant to Section 13-1-172 NMSA 1978, I have determined that this protest is a timely protest. As such, according to 13-1-173 NMSA 1978, the city of Aztec has not proceeded with awarding this bid. This letter shall serve as notice of the City of Aztec's determination as to the validity of this protest under Section 13-1-175 NMSA 1978.

A review of the RFP document and the proposal submitted by SMA has been conducted and the following has been identified specific to SMA's protest.

1. RFP 2019-670, Section II Conditions Governing the Procurement, #7 Proposal Evaluation

*The Evaluation Committee will review each Offerors proposal independently. Points will be allocated, by each member, as outlined in Section V of this RFP. Each member's point totals will be translated into a numeric ranking of all proposals. The evaluation committee may hold interviews with the three highest-ranked proposals if deemed necessary. The Evaluation Committee may award the selection based on the results of the interviews. If fewer than three proposals are received the Evaluation Committee may recommend an award to the City Commission for approval or direct that the RFP be reissued.*

RFP 2019-670, Section II Conditions Governing the Procurement, #10 Oral Presentations

*Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee. Oral presentations, if required, will be evaluated on the basis of 100 total points.*

Two responsive proposals were received and both were independently scored by each member of the committee. After the scoring was complete, the committee met to discuss the scores, the proposals submitted and the next steps in the procurement process. The committee determined oral presentations were not necessary to their decision process and unanimously directed the recommendation of the award of the RFP to Bohannon Huston Inc.

2. Souder, Miller and Associates proposal submitted in response to the City's RFP 2019-670 includes acceptance of the contract terms and conditions governing this procurement. This was confirmed repeatedly in the submitted proposal (SMA cover letter, Submittal Form and Sec E. Business Specifications).

In conclusion, I find that the City of Aztec properly reviewed the proposals for RFP 2019-670 and the evaluation committee made its recommendation appropriately as defined by the Conditions Governing the Procurement for the RFP issued. For the reasons stated, it is my determination that SMA's protest is hereby denied under Section 13-1-175 NMSA 1978. As required by 13-1-176, a copy of this determination will be provided to all respondents. Pursuant to Section 13-1-183 NMSA 1978, you are hereby advised of your right to judicial review of this determination.

Sincerely,



Kathleen Lamb  
Finance Director/CPO

**CITY OF AZTEC**  
**PROFESSIONAL SERVICES CONTRACT**  
**RFP 2019-670 RESERVOIR 1 EVALUATION Engineering Services**

THIS AGREEMENT is made and entered into by and between the **CITY OF AZTEC**, hereinafter referred to as the "City," and **Bohannan Huston Inc.** , hereinafter referred to as the "Contractor," and is effective as of **December 12, 2018**, "Effective Date".

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

Contractor agrees to perform the services as set forth in Scope of Services RFP 2019-670 RESERVOIR 1 EVALUATION ENGINEERING SERVICES, Exhibit 1, attached hereto, "Services", in a timely manner and in accordance with the terms and conditions of this Agreement and applicable laws. Contractor shall furnish, at its own expense, all labor, transportation, materials, consumables, qualified supervisory personnel, tools, equipment and facilities, to properly perform the Services, except as otherwise provided in the Services.

**2. Compensation.**

A. For performance and completion of the Services, the City shall pay the Contractor based on Compensation Schedule, Exhibit 2, attached hereto, "Compensation", excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (June 30) in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate upon completion of the services identified in Services, Exhibit 1, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of city funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City of Aztec for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of city vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a San Juan County, New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Insurance**

Prior to commencement of the Services, Contractor shall obtain the insurance required by this Agreement and all insurance that may be required under the applicable laws, ordinances and regulations of any governmental authority. Each insurance policy of the Contractor shall provide, either in its printed text or by endorsement, that it shall be primary with respect to the interest of the City, and any insurance maintained by the City is in excess and not contributory to Contractor's insurance policies regardless of any like insurance coverage that the City may have. Contractor shall furnish to City a completed certificate of insurance coverage which references City's project number and project title for the Services and which specifically requires thirty (30) days prior notice to City of cancellation, termination or any material change of any such insurance policy. Review of the Contractor's insurance by City shall not relieve or increase the liability of Contractor. Where applicable, all insurance policies shall provide for waiver of subrogation in favor of the City, include cross liability provisions, and all policies, except Workers' Compensation and professional liability (a/k/a errors and omissions insurance), shall name the City as additional insured.

Without limiting any of the liabilities or other obligations of Contractor under this Agreement, Contractor shall obtain and maintain in effect, at its sole cost and expense, with forms and insurers acceptable to City, until all the obligations under this Agreement are satisfied, insurance policies providing coverage protecting against claims for personal and bodily injury or death, as well as claims for property damage which may arise from operations in connection with the Services whether such operations are by Contractor or any subcontractor for at least the following minimum coverage:

(a) Worker's Compensation Insurance. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

(b) Commercial General Liability Insurance, or the equivalent, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, Engineer's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly

referred to as "XCU." The policy shall be endorsed to include City as an additional insured only to the extent the City is vicariously liable for the negligence, acts or omissions of Contractor.

(c) Business Automobile Liability Insurance, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000) per accident with respect to Contractor's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services required to be performed by Contractor pursuant to the Agreement.

(d) Errors and Omissions Insurance, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000).

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City by certified mail.

**21. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**22. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**23. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: CITY OF AZTEC

Attn: Purchasing Office  
201 W Chaco  
Aztec NM 87410

To the Contractor: BOHANNAN HUSTON INC.  
ATTN: TODD BURT  
7500 JEFFERSON ST NE  
ALBUQUERQUE, NM 87109  
EMAIL: TBURT@BHINC.COM

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

By: \_\_\_\_\_  
Steve Mueller, City Manager

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

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Karla Saylor, City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
J. Nicci Unsicker, City Attorney

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

By: \_\_\_\_\_  
Contractor, Todd Burt P.E

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

\_\_\_\_\_  
Senior Vice President  
Title

Phone: (505) 823-1000

\_\_\_\_\_  
85-0202170  
Federal Taxpayer Identification or  
Social Security Number

\_\_\_\_\_  
01-503914-005  
NM Taxpayer Identification  
Number

# Staff Summary Report

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<b>MEETING DATE:</b>	January 8, 2019
<b>AGENDA ITEM:</b>	X. CONSENT AGENDA (E)
<b>AGENDA TITLE:</b>	FY19 Youth Conservation Corps Service Agreement

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<b>ACTION REQUESTED BY:</b>	City Staff
<b>ACTION REQUESTED:</b>	Approval of 2019 Youth Conservation Corps Service Agreement
<b>SUMMARY BY:</b>	Kris Farmer

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## PROJECT DESCRIPTION / FACTS

- Commission approved the submittal of FY19 application/proposal on April 10, 2018.
- City of Aztec received award letter for funding on December 1, 2018.
- New Mexico Youth Conservation Corps Commission (NMYCCC) has awarded the City the sum of \$53,082.47. This funding is to be used to employ approximately 12-18 youth between the ages of 14 and 25 fulfilling the mission of NMYCCC.
- Riverside Park Improvements was identified as the FY19 project for NMYCCC. Improvements will include new irrigation system next to ball field, planting grass, removing and install new post and cable fencing throughout park.
- It is anticipated the hiring process will begin mid March and youth will begin full time work on May 28, 2019 and continue through August 8, 2019.
- Follow NMYCCC guidelines as set out in agreement.
- After service agreement has been submitted to and approved by NMYCCC then letter to proceed will be issued.

## PROCUREMENT

- Materials and supplies that are needed for site prep before the projects starts will be purchased by mid May.

## FISCAL IMPACTS

- The City has committed to an in-kind sponsor contribution of \$29,805.48. This will be allocated between FY19 and FY20 budgets. This contribution is a combination of budgeted cash expenditures specific to youth employment projects and in-kind services. In-kind services are provided through existing budgeted personnel, facility and equipment utilization.
- Sufficient funds exist in the FY19 budget to cover NMYCCC Grant Coordinator, youth employment, supplies and project materials for NMYCCC and City portions.

- The FY20 preliminary budget will include budget request to provide sufficient funds to meet the City obligation for July and August 2019, which is approximately \$23,142 (NMYCC Youth wage costs) and \$14276 (City personnel and material costs).

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**SUPPORT DOCUMENTS:** State of New Mexico Service Agreement 19-522-0150-0090

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve FY19 Service Agreement between the City of Aztec and the State of New Mexico Youth Conservation Corps Commission.

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STATE OF NEW MEXICO  
SERVICES AGREEMENT  
SHARE No. 80-522-18-00507AH

THIS AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Youth Conservation Corps Commission (YCCC), and City of Aztec herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

A. Contractor shall plan, design, establish, and manage a Youth Conservation Corps Project (the Project) including recruiting, guiding and coordinating the work of Corps members and providing them with job and life skills training and educational opportunities in accordance with the NMYCC Act and the Sponsor Proposal, see Attachment 1 attached hereto and incorporated by reference. The Project shall be considered a seasonal Project and be no longer than six months. The Project shall begin when the first Corps member begins work and shall end when the last Corps member is released from employment or in six months, whichever date is earlier.

B. YCCC may allow minor changes in the Project, budget or in-kind sponsor contribution (including, but not limited to, transfer of funds from one line item to another, replacing a work project from the scope of work with an alternative project, change in sponsor contribution amounts, or changes in materials provided) without requiring an Amendment to this Agreement, provided that Contractor requests such changes in writing and the YCCC or its Executive Director approve the request in writing. Decreases in the portion of the project's budget or the in-kind sponsor contribution designated as wages for YCCC members shall not be allowed without a written Amendment to this Agreement.

C. Contractor shall make requests for reimbursement on the Request for Reimbursement Form, see Attachment 2 attached hereto and incorporated by reference, and must submit a written Project Status Report (Attachment 6) with each reimbursement request. Contractor shall use the YCCC web-based reporting system (available at <https://www.emnrd.state.nm.us/YCC>) throughout this Agreement's duration. Contractor shall provide an in-kind sponsor contribution as specified in Attachment 1.

D. Contractor must contribute the amounts specified in Attachment 1, unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall outline Contractor's contribution on the In-Kind Sponsor Match Form/Forms, see Attachment 3 attached hereto and incorporated by reference and In-Kind Reporting Tables, see Attachment 5 attached hereto and incorporated by reference, outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and prior to the submittal of the Final Request for Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

E. Contractor shall not begin the Project until Contractor provides YCCC with proof that it has obtained permission from all land owners or managers where the Project shall take place, proof that workers compensation and general liability insurance policies are in place for the duration of the project, the Contractor's Proposal has been completely and accurately entered into the YCCC Web Based Proposal and the YCC Executive Director issues a letter to proceed.

F. Contractor shall hire Corps members who shall be considered employees of Contractor for the duration of the Project, and monitor all Corps members and Project activities to ensure compliance with the Project specifications described in Section 1, Scope of Work, Subparagraph A, Contractor shall provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

G. Contractor shall submit a request for reimbursement, at a minimum, every thirty days starting from the first day a Corps member begins work. Contractor shall prepare and submit requests for final reimbursement within 45 days after completion of the Project. NOTE: THE YCC PROJECT ENDS WHEN THE LAST CORPS MEMBER IS RELEASED FROM EMPLOYMENT. Contractor must: 1) submit final Project reports and final budget reports with the final request for reimbursement; 2) prepare and submit in a timely manner any other information related to the Project as requested by YCCC or its Executive Director; and 3) prepare and submit Corps member work performance evaluations and Corps member survey forms at the end of a Corps member's service via the web-based reporting system.

## 2. Payment Provisions

A. YCCC shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed fifty three thousand eighty two dollars and forty seven cents (\$53,082.47), including New Mexico gross receipts taxes, if any, and any travel, pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all invoices no later than 7 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Payment in fiscal year 2020 is subject to availability of funds pursuant to Section 12, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to the Scope of Work and to approval by DFA.

B. YCCC shall pay such travel expenses as may be incurred in, and that are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 *et seq.*, as implemented by the current Department of Finance and Administration (DFA) rule and the current YCCC Travel Policy. Contractor must use the Vehicle Usage Form, see Attachment 4 attached hereto and incorporated by reference, to request reimbursement of travel expenses, if applicable.

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes, if any, levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage

amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from Contractor that payment is requested, and (ii) all supporting documentation, YCCC shall provide Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term

This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on October 31, 2019, unless earlier terminated pursuant to Section 4, Termination, or Section 12, Appropriations, below.

4. Termination

A. Grounds. The YCCC may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the YCCC's uncured, material breach of this Agreement.

B. Notice; YCCC Opportunity to Cure

1) Except as otherwise provided in Sections 7.A and 17, the YCCC shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give YCCC written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the YCCC's material breaches of this Agreement upon which the termination is based and (ii) state what the YCCC must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the YCCC does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the YCCC does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the YCCC; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Section 12, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the YCCC's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE YCCC'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Any non-expendable personal property or equipment procured under this Agreement shall be used and disposed of in accordance with YCCC policy.

5. Amendment

This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

6. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent contractors for the YCCC and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Assignment

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

8. Subcontracting

Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without YCCC's prior written approval. YCCC may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

9. Non-Collusion

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the YCCC.

10. Inspection of Project Location(s) and Personnel Records

The YCCC may inspect, at any reasonable time, during Contractor's regular business hours and upon prior written notice project locations as outlined in Attachment 1 and records related to the hiring and employment of YCC members which is related to the performance of this Agreement.

11. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered. These records shall be subject to inspection by the YCCC, the State Auditor and other appropriate state and federal authorities. YCCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of YCCC to recover excessive or illegal payments.

12. Appropriations

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, this Agreement shall terminate upon written notice being given by the YCCC to the Contractor. The YCCC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the YCCC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

13. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the YCCC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by YCCC.

15. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any YCCC employee while such employee was or is employed by the YCCC and participating directly or indirectly in the YCCC's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the YCCC's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the YCCC.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 15 are material representations of fact upon which the YCCC relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the YCCC if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the YCCC and notwithstanding anything in the Agreement to the contrary, the YCCC may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section.

#### 16. Approval of Contractor Representatives

YCCC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the YCCC, serving the needs of the State of New Mexico adequately.

#### 17. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Notice

The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

19. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Indemnification

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the YCCC, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

22. Incorporation by Reference and Precedence

A. This Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any YCCC response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; and (4) the contractors response to the request for proposals.

23. Insurance Coverage:

Contractor shall provide YCCC a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-inured reserves or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for

immediate termination of this Agreement. Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, YCCC may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

#### 24. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 25. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

#### 26. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### 27. Notification

Either party may give written notice to the other party in accordance with the terms of this Section 27. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To YCCC: Wendy Kent, Executive Director

Office address: Youth Conservation Corps  
811 St. Michaels, Ste. 206  
Santa Fe, NM 87505

(for express carrier  
and hand deliveries)

(505) 690-1831 (voice)  
(505)988-7313 (fax)  
Wendy.Kent@state.nm.us

To Contractor: City of Aztec  
201 West Chaco

Aztec, NM 87410  
kfarmer@aztecnm.gov  
(505)334-7651

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Section 27. The carrier for mail delivery and notices shall be the agent of the sender.

28. Acknowledgement.

Contractor shall acknowledge YCCC as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the Project.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution  
by:

**STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair or Designee

**CITY OF AZTEC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name and Title

ATTACHMENT 1

ATTACHMENT 2				
REQUEST FOR REIMBURSEMENT/YOUTH CONSERVATION CORPS				
Start Date for this reporting period:		Workers Compensation Expiration:		Report #:
End date for this reporting period:		General Liability Expiration:		
<b>Sponsor Information</b>		Contract # (Internal):		
Organization				
Address				
City, State Zipcode				
		% to wages (expended wages vs. total expended)		#DIV/0!
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.				
ITEMS IN BUDGET	YCC BUDGET	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment				\$ -
Workers Compensation				\$ -
Training/Education				\$ -
Supplies/Equipment/Miscellaneous				\$ -
<b>TOTAL</b>	\$ -		\$ -	\$ -

**CERTIFICATION**

I certify that this is an original and that all expenditures and information reported herein are true and correct, appropriate for purposes in accordance with the terms and conditions and other applicable rules and regulations of the Youth Conservation Corps, and that payment for services on the current request have not been received.

**Name (Please Type)** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Title (Please Type)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PLEASE NOTE; This Form must accompany all Reimbursement Requests.**

**NOTATIONS:**

1. Reports should be numbered consecutively starting with #1.
  2. The cost categories must match the budget stated in the project agreement document. If changes are necessary, a revised budget must be approved by the YCC Commission.
  3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
  4. Expenditures must be itemized, identified and generally will have been approved in the project applications and the project agreement document.
  5. Sponsor must submit all supporting documentation and project status report must accompany reimbursement requests.
  6. Budget balance must take into account the approved budget less current request and less all previously approved payments.
  7. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.
- Have you included Attachment 3, In-Kind Reporting Tables and a Project Status Report? If this is a FINAL also include the Final Project Report.

ATTACHMENT 3				
REQUEST FOR REIMBURSEMENT/YOUTH CONSERVATION CORPS				
Start Date for this reporting period:		Workers Compensation Expiration:		Report #:
End date for this reporting period:		General Liability Expiration:		
<b>Sponsor Information</b>		Contract # (Internal):		
Organization				
Address				
City, State Zipcode				
Phone #:		% match met (expended vs. budgeted)		#DIV/0!
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.				
ITEMS IN BUDGET	IN-KIND BUDGET	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment				\$ -
Workers Compensation				\$ -
Training/Education				\$ -
Supplies/Equipment/Miscellaneous				\$ -
<b>TOTAL</b>	\$ -		\$ -	\$ -

**CERTIFICATION**

I certify that this is an original and that all expenditures and information reported herein are true and correct, appropriate for purposes in accordance with the terms and conditions and other applicable rules and regulations of the Youth Conservation Corps, and that payment for services on the current request have not been received.

**Name (Please Type)** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Title (Please Type)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PLEASE NOTE; This Form must accompany all Reimbursement Requests.**

**NOTATIONS:**

1. Reports should be numbered consecutively starting with #1.
  2. Any changes to the budget must be approved by the YCC Executive Director.
  3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
  4. Sponsor must submit in-kind tables as back up documentation with Attachment 3 and project status report must accompany reimbursement requests.
  5. Budget balance must take into account the approved budget less current request and less all previously approved payments.
  6. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.
- Have you included Attachment 2, time sheets (proof of payment), invoices, proof of payment, and a Project Status Report? If this is a FINAL, include the Final Project Report.



Attachment 6  
Project Status Report

New Mexico Youth Conservation Corps

Project Details

Project Status

Add a Status Report

Report Details

Start Date:

End Date:

Name:

Title:


Identify the person submitting this status report. \*Please enter the submitters name  
Enter Title of person submitting report

Project Work Plan

Discuss project accomplishments, problems encountered, and/or variances which have occurred.

Work Description:

Corps Members:

Hours Paid:


Total members working for this reporting period.

Total number of hours paid to Corps members in this reporting period.

Education

--

Discuss Corps members educational activities occurring during the reporting period.

Training Description:

Training Sessions:

Training Hours:


\*Please enter the number of training sessions provided during this reporting period.

Open Items

Discuss any project items you feel are important in this actual reporting period.

Item Description:

Submit/Print

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# Staff Summary Report

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**MEETING DATE:** November 13, 2018  
**AGENDA ITEM:** X. CONSENT AGENDA (F)  
**AGENDA TITLE:** ITB 2019-666 Church Alley Sewer Reconstruction Change Order #2

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**ACTION REQUESTED BY:** Public Works Department, Finance Department

**ACTION REQUESTED:** Approval of ITB 2019-666 Change Order #2

**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

- ITB 2019-666 Church Alley sewer reconstruction was awarded to TCI Construction Inc. on November 13, 2018. This project was the City's first experience with both TCI Construction and the pipe bursting technique. The project is progressing on time and has encountered no problems. TCI Construction stopped work for the last two weeks for the holidays and is anticipated to resume work on January 7, 2019 and to complete the original scope of work within the contractual time frame.
- Change Order #1 was authorized by Stephen Morse, Public Works Director/City Engineer in the amount of \$1,542.12 for additional costs incurred by the contractor for sewer main cleaning at the beginning of the project. The costs were the result of line collapsing which required more time than TCI Construction had originally bid to ensure there was no disruption in service to citizens.
- Change Order #2 includes the addition of sewerline pipe bursting on White Avenue and the removal of base course from the original awarded bid. The net change to the contract with this change order is \$44,680.55 plus tax.
  - The awarded bid included 1,250 sy of base course in the Church Alley project. This item was necessary if open trench construction was performed but is not required with the pipe burst method. Change order #2 deletes this bid item from the original bid. Reduction: \$12,875
  - TCI Construction and the City have had discussions regarding additional infrastructure work. While the City has multiple needs, based on current budget funding, replacement of 545' of sewerline and rehabilitation (epoxy coating) of 2 manholes has been identified to be a priority. Increase: \$57,555.55
  - An additional 45 construction days (calendar) will be added to the contract for this additional work.

## **PROCUREMENT / PURCHASING**

- Three responsive bids were received which included the pipe burst alternates. Triman Construction (TCI) was awarded the bid on November 13, 2018.

- This bid is based on unit prices for the items identified. Change Order #2 will increase the quantities of those items but unit prices bid remain the same.
- Contract days for construction are increased by 45 calendar days to a total of 135 calendar days from Notice to Proceed.

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**FISCAL INPUT / FINANCE DEPARTMENT**

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- FY19 Annual Adopted Budget, Joint Utility Fund, includes \$550,000 specific to capital purchases and improvements specific to the Wastewater Treatment and Collection processes. Of this amount, \$11,000 has been expended for a submersible pump for the wastewater treatment plant, leaving a balance of \$539,000 at the discretion of the Public Works Director/City Engineer.
- If approved, ITB 2019-666 Change Order #2 would require \$48,367 (\$48,680.55 + 8.25% GRT), leaving a balance of \$490,633 for spring projects/purchases.

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**SUPPORT DOCUMENTS:** ITB 2019-666 Change Order #2

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve ITB 2019-666 Change Order #2 in the amount of \$44,680.55 plus tax.

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**CITY OF AZTEC  
CONTRACT CHANGE ORDER**

Change Order Requested by (OWNER – CONTRACTOR) \_\_\_\_\_

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

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

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

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

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

PURCHASE ORDER NO. \_\_\_\_\_

OWNER: CITY OF AZTEC

ADDRESS: City of Aztec 201 West Chaco, Aztec, New Mexico 87410

**REVISED CONTRACT AMOUNT**

1. Original Contract Amount ..... \$ \_\_\_\_\_

2. Total Contract Amount Including Previously Approved Change Orders  
(increase and/or deductions)(Including Tax) ..... \$ \_\_\_\_\_

3. Amount of This Order (Estimated) or (Firm) (Including Tax) ..... \$ \_\_\_\_\_

4. Total Revised Contract Amount to Date (Including Tax) ..... \$ \_\_\_\_\_

5. Monetary Basis of Change Order

A. Unit Bid Price ..... \$ \_\_\_\_\_

B. Cost Plus \_\_\_\_\_% ..... \$ \_\_\_\_\_

(Percentage to be filled in by OWNER)

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

7. New Completion Date Due to this Change Order \_\_\_\_\_ calendar days from notice to proceed

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

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

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

**CHANGE ORDER ACCEPTED AND APPROVED.**

BY \_\_\_\_\_

DATE \_\_\_\_\_

CONTRACTOR

**CHANGE ORDER RECOMMENDED**

BY \_\_\_\_\_

DATE \_\_\_\_\_

ENGINEER

CHANGE ORDER APPROVED BY CITY OF AZTEC OWNER ON _____  BY: _____ TITLE: _____
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<b>ITB #2019-666 CHURCH ALLEY SEWERLINE RECONSTRUCTION</b>					
For (Contract): <b>CO #2: PIPE BURST WHITE AVE</b>					
Item		Bid Item Unit	Bid Item Quantity	Unit Price	Bid Item Value (\$)
Bid Item No.	Description				
11	BASE COURSE - 3" PLACED AND COMPACTED	SY	-1250	\$10.30	-\$12,875.00
15	SEWER MAIN CLEANING	LF	545	\$9.00	\$4,905.00
16	SEWER MAN HOLE CLEANING	EA	3	\$160.00	\$480.00
17	PRE-CONSTRUCTION CCTY INSPECTION OF EXISTING SEWER LINE	LF	545	\$5.45	\$2,970.25
18	POST-CONSTRUCTION CCTY INSPECTION OF EXISTING SEWER LINE	LF	545	\$3.80	\$2,071.00
19	BYPASS SEWAGE PUMPING	LF	545	\$2.85	\$1,553.25
20	PIPE BURST WITH 8" HDPE SEWER LINE	LF	545	\$43.75	\$23,843.75
21	4" SEWER SERVICE LINE 5' MIN	EA	7	\$318.00	\$2,226.00
22	4" SEWER SERVICE TAP SADDLE	EA	7	\$767.00	\$5,369.00
23	EPOXY COATING OF MANHOLE	LF	21	\$500.50	\$10,510.50
24	EPOXY COATING OF INVERT AND BENCH	EA	3	\$525.60	\$1,576.80
25	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00
26	SAWCUT AND REMOVE EXISTING PAVEMENT	SY	30	\$20.00	\$600.00
27	BASE COURSE	SY	30	\$15.00	\$450.00
<b>TOTAL W/O NMGR</b>					<b>\$44,680.55</b>
<b>NMGR - CITY OF AZTEC</b>		<b>TAX</b>	<b>\$44,680.55</b>	<b>8.25%</b>	<b>\$3,686.15</b>
<b>TOTAL CHANGE ORDER #2: PIPE BURST</b>					<b>\$48,366.70</b>

# Staff Summary Report

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<b>MEETING DATE:</b>	January 8, 2019
<b>AGENDA ITEM:</b>	XII. BUSINESS ITEM (A)
<b>AGENDA TITLE:</b>	Final Adoption of Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries

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<b>ACTION REQUESTED BY:</b>	City Staff
<b>ACTION REQUESTED:</b>	Final Adoption of Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries
<b>SUMMARY BY:</b>	Steven Saavedra – CFM

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## PROJECT DESCRIPTION / FACTS

The City of Aztec is proposing an ordinance that would regulate medical cannabis and medical marijuana dispensaries in certain zoning districts. New Mexico became the 12th state to allow medical cannabis with the Lynn and Erin Compassionate Use Act in 2007 (Senate Bill 523). A medical cannabis business shall be licensed and supervised in accordance with Sections 26-2B-1 through 26-2B-7 NMSA 1978, of the "Lynn and Erin Compassionate Use Act" and as administered by the New Mexico Department of Health, Public Health Division, Medical Cannabis Program. Such businesses shall not be permitted within 300-feet of any school, church, or daycare center and are only allowed in C-1, C-2, and M-1 Zoning Districts.

To date Community Development has not received or forwarded any comments, questions, or concerns regarding Ordinance 2018-487.

## PROCUREMENT

N/a

## FISCAL IMPACTS

N/a

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**SUPPORT DOCUMENTS:** Ordinance 2018-487

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Final Adoption of Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries

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**City Of Aztec  
ORDINANCE 2018-487**

**An Ordinance to Amend Chapter 26 with the Addition of Zoning Regulations for  
Medical Cannabis Dispensaries**

**WHEREAS**, The City of Aztec is proposing an ordinance that would allow medical cannabis and medical marijuana dispensaries in certain zoning districts; and

**WHEREAS**, A medical cannabis business shall be licensed and supervised in accordance with Sections 26-2B-1 through 26-2B-7 NMSA 1978, of the "Lynn and Erin Compassionate Use Act" and as administered by the New Mexico Department of Health, Public Health Division, Medical Cannabis Program; and

**WHEREAS**, Medical cannabis and medical marijuana dispensaries shall not be permitted within 300 feet of any school, church, or daycare center and are only allowed in C-1, C-2, and M-1 Zoning Districts

**WHEREAS**, New Mexico became the 12th state to allow medical cannabis with the Lynn and Erin Compassionate Use Act in 2007 (Senate Bill 523). .

**NOW THEREFORE BE IT ORDAINED** By the Governing Body of The City of Aztec, New Mexico that Ordinance 2008-487 amending Chapter 26, Article II, Divisions 6-8 and Article X.

**PASSED, APPROVED, SIGNED AND ADOPTED** this 8<sup>th</sup> day of January, 2019, by the Aztec City Commission, City of Aztec, New Mexico.

\_\_\_\_\_  
Mayor Victor C. Snover

ATTEST:

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

APPROVE AS TO FORM:

\_\_\_\_\_  
City Attorney

Advertised Date of Final Adoption: \_\_\_\_\_

Effective Date of Ordinance: \_\_\_\_\_

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## ARTICLE II. ZONE DISTRICT REGULATIONS

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### DIVISION 6. C-1 : LIMITED RETAIL / NEIGHBORHOOD COMMERCIAL DISTRICT

#### Sec. 26-2-61. In General.

This district is established as a mixed use neighborhood commercial district. An activity permissible in this district should attempt to locate in or near the City's "Central Business District". This district should contain the major bulk of the shopper's goods, specialty goods and professional services needed to satisfy the day-to-day requirements of the City's population. The district should also encourage in-fill housing, institutional uses, public buildings and spaces.

(Code 2007, 26-61)

#### Sec. 26-2-62. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory living quarters which are units permitted on the same parcel of land or within the principal building with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. Accessory Living quarters shall be permitted within the C-1 District but limited to the following:
  - (1) Accessory living quarters are secondary in use to the principal structure.
  - (2) No accessory building shall be used unless the principle building is being used.
  - (3) Accessory living quarters may be located within a second or third story of the primary use structure or the rear twenty-five percent (25%) of the primary structure.
  - (4) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.
4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, **medical cannabis dispensaries**, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.

6. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary or seasonal retail sales.
7. Studios. Studios may include photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
8. Mortuary.  
(Code 2007, 26-62)

## **DIVISION 7. C-2 : GENERAL COMMERCIAL AND WHOLESALE DISTRICT**

### **Sec. 26-2-71. In General.**

This district is established to permit the uses specified under the C-1 District, plus commercial activities of both retail and wholesale nature, designed to serve the community or tourists. This district includes those uses normally adjacent to a central business district, and of a magnitude not normally compatible with residential areas. Some minor industrial usage not associated with objectionable noise and activities are permitted.

(Code 2007, 26-71)

### **Sec. 26-2-72. Uses Permitted.**

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory dwelling units which are units permitted on the same parcel of land or within the principal building with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. and accessory dwelling units shall be permitted within the C-1 District but limited to the following:
  - (1) Accessory dwelling units are secondary in use to the principal structure.
  - (2) No accessory building shall be used unless the principle building is being used.
  - (3) Accessory dwelling units may be located within a second or third story of the primary use structure or the rear twenty-five percent (25%) of the primary structure.
  - (4) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.

4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, **medical cannabis dispensaries**, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.
6. Retail and Wholesale Stores, Businesses or Shops. These businesses allow for the manufacturing, compounding, processing, assembling or treating of products including such activities as carpentry, plumbing, sheet metal working, upholstering, sign painting, rubber or metal stamp manufacturing, interior decoration, catering, baking, jewelry or curio making, tin smithing, and printing provided such activities shall be conducted within an enclosed building having business, that the number of persons engaging in the manufacturing process or assembling shall not be more than ten (10), not including office, clerical or delivery personnel; and provided further, that any activities or product on such premises shall not be objectionable, due to odor, dust, smoke, noise, vibration or other cause.
7. Wholesale Facilities. Such facilities provided that a wall of at least seven (7) feet in height is surrounding any outdoor storage area shall be required adjacent to any residential area, more restrictive district, motel, tourist court, cafe, restaurant or outdoor recreation area which existed at the time the wholesale business is established.
8. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary retail sales.
9. Studios. Studios may including photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
10. Mortuary.
11. Amusement Enterprises. This can including such activities as in-door theater, billiard parlor, bowling alley, sports arena, dance hall, auditorium, miniature golf course, commercial swimming pool and other similar facilities, provided any exterior lighting shall be so arranged as not to reflect into any contiguous lower district.
12. Automotive, Farm Implement or Trailer Sales. This is permitted provided that any exterior or outdoor area shall be surfaced with gravel, oil or other high type paving, that all repair of automobiles or trailers shall be conducted within a completely enclosed building, and provided further, that a solid fence or wall shall be maintained at a height of six to eight (6 to 8) feet around all outdoor storage areas including those where inoperative motor vehicles are stored, and along contiguous lots having a more restrictive district, or a motel, restaurant, cafe or other tourist oriented business, or a mobile home park.

(Code 2007, 26-72)

## DIVISION 8. M-1 : LIGHT MANUFACTURING DISTRICT

### Sec. 26-2-81. In General.

This district is regulated to permit the C-2 uses in addition to light manufacturing developments, but will exclude all residential uses excepting a accessory dwelling unit.

(Code 2007, 26-81)

### Sec. 26-2-82. Uses Permitted.

The following uses are permitted without prior approval of the Commission.

1. Accessory Structures. Accessory structures including accessory living quarters which are units permitted on the same parcel of land with a conforming or non-conforming use, provided that such unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel, and that detached units are located at least fifteen (15) feet from any other structure and is provided with water, sewer, and electrical service. Accessory Living quarters shall be permitted within the C-1 District but limited to the following:
  - (1) Accessory living quarters are secondary in use to the principal structure.
  - (2) No accessory building shall be used unless the principle building is being used.
  - (3) Accessory living quarters in the rear yard or behind the principle structure must be of a permanent nature, frame built with similar exterior construction materials as the principal structure.
2. Offices. Offices including clinics, medical or dental offices, professional offices, office building and office building groups that have compatible uses corresponding to high-density residential areas. Any use incidental to the office building or building group.
3. Hotel or Motel. Hotel or motel permitting any use incidental to a hotel or motel as regulated for offices in the preceding paragraph and provided further, that off-street parking is furnished at the rate of one (1) parking space for every motel or hotel room.
4. Institutions. This includes for human beings, sanitariums, libraries, museums, schools, orphanages, and homes for the aged and other similar institutional uses except disciplinary or mental institutions.
5. Retail and Service Establishments. This includes such facilities as a bank, barber shop, bakery, stationery store, book store, dry goods store, clothing store, tailor shop, millinery shop, drug store, laundry or dry cleaning, prescription store, **medical cannabis dispensaries**, gift shop, florist, furniture store, service station, building supplies, hardware, appliance, beauty shop, jewelry, package liquor store, notions or sundry store, photography, art supplies, radio or television shops, and other similar type establishments. Outdoor storage is not permitted in this district unless surrounded by a solid wall or fence between six to eight (6 to 8) feet in height.
6. Retail and Wholesale Stores, Businesses or Shops. These businesses allow for the manufacturing, compounding, processing, assembling or treating of products including such activities as carpentry, plumbing, sheet metal working, upholstering, sign painting, rubber or metal stamp manufacturing, interior decoration, catering, baking, jewelry or curio making, tinsmithing, and printing provided such activities shall be conducted within an enclosed building having business, that the number of persons engaging in the manufacturing process or assembling shall not be more than ten (10), not including office, clerical or delivery personnel; and provided further, that any activities or product on such premises shall not be objectionable, due to odor, dust, smoke, noise, vibration or other cause.

7. Wholesale Facilities. Such facilities provided that a wall of at least seven (7) feet in height is surrounding any outdoor storage area shall be required adjacent to any residential area, more restrictive district, motel, tourist court, cafe, restaurant or outdoor recreation area which existed at the time the wholesale business is established.
8. Temporary Stands. Temporary stands are permitted provided that such stands shall be limited to a maximum period of sixty (60) days and shall be confined to the sale of Christmas trees, fireworks, seasonal fruits and vegetables, and other temporary retail sales.
9. Studios. Studios may including photography, music or dance of a commercial nature, provided all musical activities are confined within the building or structure.
10. Mortuary.
11. Amusement Enterprises. This can including such activities as in-door theater, billiard parlor, bowling alley, sports arena, dance hall, auditorium, miniature golf course, commercial swimming pool and other similar facilities, provided any exterior lighting shall be so arranged as not to reflect into any contiguous lower district.
12. Automotive, Farm Implement or Trailer Sales. This is permitted provided that any exterior or outdoor area shall be surfaced with gravel, oil or other high type paving, that all repair of automobiles or trailers shall be conducted within a completely enclosed building, and provided further, that a solid fence or wall shall be maintained at a height of six to eight (6 to 8) feet around all outdoor storage areas including those where inoperative motor vehicles are stored, and along contiguous lots having a more restrictive district, or a motel, restaurant, cafe or other tourist oriented business, or a mobile home park.
13. Signs. Regulations on signs within this district are set forth in Chapter 20 of the City Codes.
14. Radio or Television Transmission. Radio or television transmittal is allowed provided that no assembly hall; studio or other place of public assembly is allowed.
15. Garages and Repair Shops. Automotive and mechanical shops providing for the repair, maintenance or renovation of automobiles, equipment or machinery and including welding shops, machinery shops and other similar facilities.
16. Public Utility Stations. Providing for the use necessary for the transmission and manufacture of services and commodities by utility companies.
17. Petroleum and Gas. Oilfield service establishments and plants permitting service stations, bulk storage plants, liquefied petroleum products, and other combustible materials, provided that the precautions required by local, State and federal controls are followed in the installation of such facility.
18. Manufacturing. Permitting light or minor industrial activities including tire recapping or treading, foundries, experimental or testing laboratories, blacksmith and machine shops, mold mills, concrete or cement products manufacturing, gravel and sand processing or distribution, trucking and freight transportation terminals, wrecking yards acid other similar activities provided that such uses be at least one hundred fifty (150) feet from any A-1, R-1, R-2 or O-1 District or from any existing meter, mobile home park, cafe or restaurant.

(Code 2007, 26-82)

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## ARTICLE V. DEFINITIONS

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### **Sec. 26-5-121. Definitions.**

For the purpose of this Article, certain terms or words are hereby defined and shall be interpreted as follows:

The word "person" includes a firm, association, organization, partnership, trust, City, corporation as well as an individual or natural person. The present tense includes the future tense, the singular number includes the plural and the plural includes the singular. The words "must" and "shall" are mandatory and the word "may" is permissive. The words "used" or "occupied" include the words "intended", "designed", or "arranged to be used or occupied". The word "lot" includes the words "plot", "parcel", or "tract".

#### **Accessory dwelling unit**

Is a dwelling unit permit on the same parcel of and with a conforming or non-conforming use, provided that such a unit is not used as a commercial or industrial unit, that no other residential dwelling unit is located on the same parcel. (See also C-1 Zone)

#### **Accessory use or structure**

A use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal or dominant use or structure.

#### **Abutting**

Adjacent to and touching.

#### **Airport**

Any tract or area which is now being used or is contemplated for use as a take-off or landing area for aircraft, and any support, contiguous or appurtenance areas used or intended for use of airport buildings, facilities, or right-of-ways. Approach zones for landing patterns are not included in the general description of an airport.

#### **Adoption**

The term adoption shall include the word "adoption", "amendment", "passage", and "effective date" of this zoning code or amendments thereto. All such terms whenever used shall be synonymous.

#### **Alley**

A public or private way which offers only a secondary access to abutting property.

#### **Alteration**

Alter or alteration shall mean any change of size, shape, character or use of a building or structure.

#### **Animal unit**

For purposes of this Ordinance, the following animal equivalents shall obtain for a premises or lot providing further that said animals shall not run at large and further provided that no animals shall be kept nearer to the nearest neighbor's home than to the home of the owner:

One Animal Unit = One cow + one calf standing by her side

" "	= One horse + one colt standing by her side
" "	= Eight goats (including not more than one male goat per five acres)
" "	= Twelve sheep
" "	= Five turkeys
" "	= Seven geese
" "	= Ten ducks, chickens or similar fowl

**Apartment**

A room or suite of room's intended, designed or used as a residence by a single-family unit.

**Apartment house**

See "Multiple Family Dwelling".

**Apartment hotel**

A building designed for, or containing apartments, individual guest rooms, suites, or rooms and apartments, and which may also furnish services ordinarily furnished by hotels, such as, but not limited to, drugs and notions, barber and beauty shops, curios, tobacco and news stands and the like, when such uses are contained solely within the structure and the primary entrances thereto are from the lobby or from within the building.

**Basement**

A story in a building having less than one-half of its total height below grade.

**Boarding or lodging house**

A building containing not more than five (5) guest rooms providing lodging with or without meals for which compensation is received; said rooms to be in addition to a single dwelling unit.

**Buildable area**

The portion of a lot remaining after required yards have been provided.

**Build**

To construct, assemble, erect, convert, enlarge, reconstruct or structurally alter a building or structure.

**Building**

Any structure, temporary or permanent, having a roof impervious to weather and used or intended for the purpose of shelter or enclosure of persons, animals, chattels or property of any kind. This definition shall include canvas or plastic covered frameworks or vehicles situated on the property serving in any way the functions of a building, but does not include slatted or screened enclosures not having a roof impervious to weather.

**Building, accessory**

A building which is subordinate to the principle use of the main building on a lot and which is serving a purpose customarily incidental to the principle use, and which is located on the same lot or parcel of land as the main building.

**Building lines**

Same shall be determined from the extreme support of the roof of the main structure or appurtenance thereto.

**Carport**

A structure having a roof impervious to weather, either self-supporting or sharing one or two

common walls with the principal structure, having at least two more-or-less open sides and used or intended for the shelter or partial enclosure of automobiles.

**Cellar**

A story having more than one-half of its total height below grade.

**Centerline of street**

The centerline of a street is the line surveyed and monumented by the City as such, or if not surveyed and monumented, it shall be a line running midway between the right-of-way lines of the street.

**Church**

A structure designed, used or intended for the purpose of conducting religious services including, but not limited to educational, social and other activities associated with the organization. This definition is strictly structurally defined and not faith based.

**City**

The City of Aztec, New Mexico.

**Clinic**

A clinic is an establishment where patients, who are not lodged overnight, are admitted for examination and treatment by practicing healing services to individuals, whether such persons are medical doctors, chiropractors, osteopaths, naturopaths, chiropodists, optometrists, dentists, or any like profession, the practice of which for healing is lawful in the State of New Mexico.

**Club, private**

Private Club shall mean and include those associations and organizations of a fraternal or social character, not operated for profit, and shall exclude casinos, nightclubs, bottle clubs or other such institution operated as a business.

**Code**

"Code", "This Code" shall all mean the Aztec City Code.

**Commission**

The City Commission established by statute and ordinance.

**Community residential programs**

Means a facility licensed or supervised by appropriate state or local agencies and utilized as a temporary residence (one year duration) where services are offered to persons who by reason of mental or physical disability, addiction to drugs, alcohol, incarceration, or family/school problems require specialized attention and care to achieve personal independence. The maximum number of residents in a facility would be fifteen (15).

**Community residential programs for substance abusers**

Means a community residential program for persons who require such services by reason of the effects of alcohol or drug abuse.

**Community residential corrections program**

Means a community residential program for persons currently in the custody of, or recently released by, correctional authorities which is designed to offer an alternative to imprisonment and/or to facilitate ex-offender reintegration into community life. See Table below for summary.

CRP-5      Community Residential Program with up to five residents, but not for corrections or

- substance abuse.
- CRP-15 Community Residential Program with up to fifteen (15) residents but not for corrections or substance abuse.
- CRPSA-15 Community Residential Program for Substance Abusers with up to fifteen (15) residents.
- CRPC-10 Community Residential Program for Corrections with up to ten (10) residents:

Table 1: Is a reference to the types of community residential programs as allowed *Permitted* (P) without Commission Approval or by *Special Use Permit* (SUP) requiring Commission hearing and approval or simply *Not allowed* (N/A).

	CRP-5	CRP-15	CRPSA-15	CRPC-10
R-1	P	SUP	N/A	N/A
A-1	P	P	SUP	SUP
R-2	P	P	SUP	N/A
O-1	P	SUP	SUP	N/A
C-1	SUP	SUP	SUP	N/A
C-2	SUP	SUP	N/A	N/A
M-H	SUP	SUP	N/A	N/A

### **Completely enclosed building**

A building separated on all sides from adjacent open space, or from other buildings or structures by a permanent roof and by exterior or party walls, pierced only by windows and normal entrance or exit doors.

### **Conditional use**

A use that would not be appropriate generally without conditions attached thereto, such as, but not limited to: number, duration, location, restrictive provisions, etc., which conditions if met, would promote the improved utilization of land or structures, appearance, prosperity or general well being, such conditional use having not been anticipated, would not be specifically provided for in district regulations as would be in a "Special Exception", however such conditional use shall be minor in nature and shall not substantially violate the prohibitions listed under "variances".

### **Condominium or cooperative apartment**

A building designed for or containing apartments and/or rooms or suites for individual or cooperative ownership by individuals or corporations or both, and which may furnish services for joint use of tenants such as, but not limited to: laundry facilities, swimming pools, saunas, hot tubs, gyms, social rooms, kitchens, and the like for the exclusive use of the owners and their guests.

### **Construction, actual**

Includes excavation or fill, placement of construction materials on the site in permanent position and fastened in a permanent manner; except that when demolition or removal of an existing structure has been accomplished and/or excavation or fill has begun it shall be deemed to be actual construction, provided that work is diligently carried on until completion, with no period exceeding 60 days when no work is done on site.

### **Contiguous**

A relationship to or adjacent to which is separated only by an alley.

### **Convenience store**

A retail business establishment designed and intended to provide limited shopping facilities for

foodstuffs, notions, household needs, snacks, gasoline and oil, and the like.

**Coverage of a lot**

That percentage by area of a lot or lots covered or occupied by buildings, including accessory buildings, determined by projecting lines of exterior walls to the grade surfaces.

**Detached structure**

Any structure shall have no party wall or common wall with another structure. Bridges, tunnels, breezeways and other similar means of connecting one structure to another shall not, for the purposes of this chapter, be considered to constitute a path wall or common wall.

**Dwelling**

Any building or portion thereof which is designed or used for residential purposes.

**Dwelling group**

Two (2) or more buildings which are utilized as dwellings located on the same lot. The individual dwellings may have a common division wall but such wall must be void of all openings.

**Dwelling, single family**

A building classified as a dwelling which contains one (1) living or family unit, and which contains one (1) or more rooms including a single kitchen and is designed primarily for living and sleeping purposes.

**Dwelling unit**

One room or rooms connected together constituting separate, independent housekeeping facilities for residential occupancy, and physically separated from any other rooms or housekeeping facilities in the same structure, and containing independent cooking, bathroom and sleeping accommodations.

**Erected**

This word includes "built", "constructed", "re-constructed", "moved-upon" or any other operation on the premises applicable to actual construction as herein defined.

**Family or family unit**

One or more persons occupying a single dwelling unit, provided that unless all members are related by blood, law or marriage, no such family shall contain over five (5) persons, excluding domestic servants employed on the premises.

**Farm**

A tract or area owned by one (1) person acting as a unit which is used for the growing of the usual farm products and their corresponding storage as well as the raising thereon of the usual farm poultry and animals, except swine. A farm does not include commercial feed lots, commercial dairies or other intensive livestock raising on tracks of less than forty (40) acres. The farm shall include the sale and distribution of farm products other than machinery and signs not exceeding forty (40) square feet are allowed for the advertising of such farm products. Only products which are grown or raised upon the property will be eligible for sale thereby making a division between a major commercial enterprise and private farming.

**Fence, solid or wall**

A continuous non-transparent surface exclusive of openings for ingress and egress. Wire or chain link fencing is not to be construed as satisfying this definition unless such fabric has slats.

**Filling station**

Buildings and premises where gasoline, oil, grease, batteries, tires and automobile accessories may be supplied and dispensed at retail, principally for automobiles, and where, in addition, minor repairs and minor adjustments may be performed. Uses permissible at a filling station, as herein defined, do not include major mechanical and body work, straightening of body parts, painting, welding, storage of automobiles not in working condition or other work involving undue noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in filling stations. A filling station is not a repair garage nor a body shop.

**Floor area**

The area in square feet for each story within the building or dwelling including all exterior walls. Interior patios or courts shall not be included.

**Garage apartment**

An accessory or subordinate building, not a part of or attached to the main building, where a portion thereof contains living facilities for not more than one family and the enclosed space for at least one automobile is attached to such living quarters.

**Garage, private**

An accessory structure designed or used for inside parking of self-propelled private passenger vehicles by the occupants of the main building. A private garage attached to or a part of the main structure is to be considered part of the principal use. An unattached private garage is to be considered as an accessory building. A carport is considered a private garage.

**Garage, repair**

Buildings and premises which may be designed and intended for some or all of the purposes described under "filling station" but which, unlike a filling station, includes provisions for major mechanical repairs and/or body work, provided that such repairs and work shall be conducted wholly within an enclosed building and that all vehicles not in safe operating condition shall be stored in areas completely concealed from view from any public way or from adjacent properties.

**Grade**

The average of the finished ground elevation at the center of all walls of a building or dwelling.

**Guest**

Any person or individual that rents or occupies a room for sleeping purposes.

**Guest house or cottage**

A dwelling unit in a building separate from and in addition to the main residential structure on a lot, intended for intermittent occupancy (not to exceed 16 weeks in a calendar year) by gratuitous guests and not for rental, lease or otherwise used for profit.

**Height of building**

The vertical distance from grade of the front elevation of the building to the highest point of the coping if a flat roof, or to the deck line of a mansard roof, or the average height between the plate and ridge of a gabled, hip, or gambrel roof.

**Home occupation**

An occupation or profession customarily carried on by an occupant of a dwelling unit as a secondary use, which use is clearly incidental to the use of the dwelling unit for residential purposes.

**Hotel**

A building containing at least six (6) rooms designate for use as sleeping purposes and which have no provisions for cooking or kitchen privileges within the individual rooms.

**Institutional or institutional use**

Generally a building or structure used or occupied by a governmental unit or non-profit corporation and engaged in governmental or humanitarian uses.

**Kennel**

A premises where dogs and other domestic small animal pets are kept, sheltered, bred, raised and/or boarded for hire, profit or charge, or any premises where a greater number than five (5) of dogs, cats or both of an age greater than eight (8) weeks of age are kept, owned or maintained.

**Kitchen**

A room within a dwelling or building used or intended for use in cooking and the preparation of food.

**Land-use district**

A district of designated land use regulations explained specifically within this ordinance.

**Land-use administrator**

An individual designated by the City Manager to enforce this ordinance, this can consist of the Code Enforcement Officer or a representative of the Planning Department.

**Laundromat, laundry, coin operated**

A business which provides home-type washing, drying or dry-cleaning or ironing machines for hire to be used by customers on the premises.

**Living area, residential**

A space within the confines of the four walls of a structure which is completely enclosed by masonry, wood or glass and is habitable the year round. Garages and carports attached or detached are excluded.

**Loading space, off street**

Space logically and conveniently located for bulk pick-ups and deliveries, scaled to deliver vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces, if any, are filled. Any required off-street parking space computations shall not include required off-street loading space.

**Lodging house**

A building or part thereof, other than a hotel or motel, where sleeping accommodations for three but not more than twenty persons is provided for hire more or less transiently without provisions for cooking by guests but which may or may not provide meals for guests and which may also serve as the residence for the owner or operator.

**Lot**

For the purposes of this land use ordinance, a lot is a parcel of land with frontage on an improved public street or an approved private street and may consist of: (a) a single lot of record; part of a subdivision, the plat of which has been recorded in the office of the San Juan County Recorder, or a parcel of land, the deed of which was recorded on or before the effective date of this ordinance in the Office of the San Juan County Recorder; (b) a portion of a lot of record; (c) a combination of complete lots of record, or complete lots of record and portions of lots of record, or of combinations of portions of lots of record; (d) a parcel of land described by

metes and bounds, provided that in no case of division or combination shall any residual lot or parcel be created that does not meet the requirements of this Zoning Ordinance or other applicable law.

**Lot, corner**

A lot abutting upon two or more streets at their intersection.

**Lot, double frontage**

A lot having frontage on two non-intersecting streets as distinguished from a corner lot.

**Lot frontage**

The front of a lot shall be considered that portion nearest to the street. For the purpose of determining yard requirements on corner lots and double frontage lots, all sides of a lot adjacent to streets shall be considered frontage.

**Lot of record**

A lot which existed through platting or metes and bounds description and was filed in the Office of the County Clerk or Recorder and is reflected on the records of the County Assessor prior to the date of adoption of this Ordinance.

**Lots, measurement**

Depth. The depth of a lot shall be considered to be the distance between midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Width. The width of a lot shall be the distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that the width between side lot lines at their-furthest points (where they intersect with the street line) shall not be less than eighty (80) percent of the required lot width except in the case of lots fronting upon the turning circle of a cul-de-sac, where the eighty (80) percent requirement shall not apply.

**Manufactured home**

A manufactured home or modular home is a single-family dwelling with a heated area of at least thirty-six (36) feet by twenty-four (24) feet and at least eight hundred sixty-four (864) square feet, constructed in a factory to the standards of the United States department of housing and urban development, the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et. seq.) and the Housing and Urban Development Zone Code II or the Uniform Building Code, as amended to the date of the units construction, and installed consistent with the Manufactured Housing Act (Chapter 60, Article 14 NMSA 1978 and with the regulations made pursuant thereto relating to ground level installation and ground anchors.

**Medical Cannabis & Medical Marijuana Dispensaries**

Medical cannabis business shall be licensed and supervised in accordance with Sections 26-2B-1 through 26-2B-7 NMSA 1978, of the "Lynn and Erin Compassionate Use Act" and as administered by the New Mexico Department of Health, Public Health Division, Medical Cannabis Program. Such businesses shall not be permitted within 300 feet of any school, church, or daycare center and are only allowed in C-1, C-2, and M-1 Zoning Districts.

**Mining**

That land use and activity, including the land, necessary or incidental to the digging, excavating or otherwise procuring minerals, aggregates, and ores found in their natural state, but does not include the operating of a rock crusher or rock screen as commonly used in small sand and gravel operations.

**Mobile home**

A movable or portable housing structure larger than forty (40) feet in body length, eight (8) feet in width or eleven (11) feet in overall height, designed for and occupied by no more than one family for living and sleeping, purposes but does not include structures built to the standards of any municipal building code or other technical codes.

**Mobile home park (trailer park)**

Premises under single ownership where two or more mobile homes or house trailers are parked for living or sleeping purposes or where spaces or lots are set aside or offered for rent for use by mobile homes for said purposes, including any land, building structure, facility used by, or activity engaged in by occupants of mobile homes on said premises.

**Mobile home subdivision**

A subdivision designed and intended for residential use, where residence is exclusively in Mobile Homes or Trailer Houses, and lots are sold for the placing of Mobile Homes.

**Motel**

A building or group of buildings containing sleeping accommodations or efficiency units in conjunction with which there may be tourist convenience facilities such as, but not limited to, restaurant, swimming pool or other recreational facilities primarily designed and intended for the use of guests.

**Multiple family dwelling**

A residential building designed for or occupied by two or more family units with the number of families in residence not exceeding the number of dwelling units provided; with separate housekeeping, sleeping, bathroom, and kitchen facilities for each family.

**Nonconforming lots, uses of land, uses of structures and premises and characteristics of uses**

Any building or land lawfully existing or occupied by a use at the time of adoption of this Zoning Ordinance or amendment thereto, which does not conform after adoption of this Zoning Ordinance or amendment thereto with the regulations of the district in which it is located.

**Nursery school**

A building or dwelling in which three (3) or more children are kept who are not members of a family and where supplemental parental care is provided and may include such functions as kindergarten, day nurseries, or day care for children.

**Nursing home**

A home for the aged, chronically ill, or incurable persons in which three or more persons, not of the immediate family are received, kept or provided for with food and shelter or care for compensation; but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

**Occupied**

The word "occupied" includes arranged, designed, built, altered, converted to, rented, leased, or intended to be used or occupied.

**Parcel of land**

A contiguous area or quantity of adjacent land that is owned by the claimant of property owner.

**Parking**

The word "parking" shall mean the temporary, transient storage of private motor vehicles used for personal transportation while their operators are engaged in other activities. Parking shall not include the storage of new or used cars for sale, service, repairs, salvage or any other purpose than that above specified.

**Parking lot**

A tract or area on a lot or plot which contains four (4) or more off-street parking spaces and is constructed according to the standards as defined in Section 26-23-2.

**Parking, off-street**

A space adequate for parking a passenger vehicle with room for opening doors on both sides. Parking of such vehicle shall not cause any obstruction or hindrance to the flow of traffic, interfere with pedestrian movement, or block access to a property or building, or present a safety issue.

**Person**

An individual, partnership, joining venture, club, association, organization, corporation, trust, or syndicate or any other group or combination of persons which act as a single unit.

**Planned unit development**

A tract of land which is developed as a unit under single ownership or control, which includes at least three (3) acres in area for commercial, residential, and public land uses or ten (10) acres for manufacturing and agriculture uses. Standards for planned unit developments are set forth elsewhere in this ordinance.

**Porch**

A roofed-over space, with the roof impervious to weather, attached to the outside of the exterior wall of a building, which has no enclosure other than that above mentioned exterior wall or walls of the building to which it is attached. Open mesh screening shall not be considered an enclosure.

**Poultry**

Any chickens, turkeys, ducks, geese, guineas or other fowl excepting such recognized pet species as canaries, finches, parakeets, parrots, mynah birds, etc.

**Premises**

Includes the land, plot, lot or tract together with any building structures or dwellings thereon.

**Reasonable return**

The Supreme Court and state courts determine reasonable return based on a variety of circumstances and factors with land use cases.

**Remodeling, redecorating or restoring**

Any change, removal, replacement or addition to existing walls, floors, ceilings and roof surfaces or coverings.

**Restaurant**

A restaurant is an establishment designed and used primarily for the purpose of serving meals to seated patrons. In a restaurant, as herein defined, alcoholic beverages, if otherwise lawful, may be served, but the service of same is clearly subordinate to the primary function of food preparation and service. Similarly, food may be sold for consumption off the premises, but this service is also secondary and clearly subordinate to the above stated primary function of

preparing the serving food to seated patrons.

**Restaurant, drive-in or fast food**

Such an establishment is designed and used primarily for the purpose of preparing and dispensing meals and food items to patrons for consumption off the premises or in automobiles on the premises. A drive-in or fast-food restaurant may also have a dining room or patio in which seated patrons are served, but where self-service is more common. The test to be applied in definition is that of secondary and clearly subordinate use or design for use.

**Setback**

The shortest distance between a structure and the present or future street line or property line.

**Shopping center or mall**

A group of retail stores and/or service establishments planned and developed as a unit for sale or lease.

**Signed petition method**

The process by which a petition on 8-1/2 by 11 inch paper will be used to collect signatures. The form and content of which will require the review and approval of the City Planner. The petition will require statement of purpose and signature lines. The signatures lines will require printed date of signing, printed name of petitioner, address of petitioner, and signature of petitioner.

**Site development plan**

A site development plan is a comprehensive plan that addresses all infrastructure and structural needs and requirements to facilitate the development of the site. These plans should include but are not limited to traffic ingress/egress, parking, utility requirements and locations, building designs, etc.

**Special use**

A special land use allowed in any zone, with special approval of the City Commission, when found to be in the interest of the public health, safety, morals and general well being of the City of Aztec.

**Story**

The part of a building or structure from one floor to the next floor above or to the ceiling above if there is no second floor.

**Street**

The public right-of-way which has been dedicated or secured for the public use and which affords the principle means of access to the adjoining lots or plots, but does not include an alley. The centerline of the street is a line halfway between the street right-of-way lines.

**Structure**

Anything constructed or erected which requires space on the lot or plot but does not include a trailer, mobile home, vehicle or tent.

**Structural alteration**

Any change in the supporting frame or members of a building or structure, including such items as bearing wall, beams, columns, and trusses.

**Tract**

A parcel of land or a group of contiguous parcels of land having one owner.

**Trailer, camping or travel (includes motor home)**

A vehicle other than a mobile home used or so constructed as to permit being used as a conveyance upon the public streets or highways and duly licensed as such and constructed in such a manner as will permit occupancy thereof for human habitation, dwelling or sleeping places for one or more persons, not exceeding 35 feet in length. Such vehicle may be used for dwelling purposes for a maximum of fourteen (14) days in any calendar year on any given lot. The recreational vehicle may not be permanently connected to sewer lines, water lines, or electrical lines.

**Truck stop**

A terminal advertised or used primarily for the refueling, washing, repairing, and servicing of trucks in excess of one ton rated capacity; said facility may include accommodations for eating and sleeping and other incidental facilities useful to truck drivers.

**Use**

The purpose under this ordinance for which land or a building thereon is designed, arranged, or intended, or for which it is occupied or maintained, let or leased.

**Variance**

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.

**Vision Clearance**

A triangular space at the intersection of a street with another street, drive or other path of vehicular access and within which no object wider than 12 inches shall project to a height greater than 36 inches including structures, vehicles, vegetation, or any other obstruction to clear eyesight. The area of vision clearance shall be determined by measuring along adjacent right-of-way lines a distance of twenty-five feet said points with a line thereby forming a triangle (excluding radii at block corners) with the two subject right-of-way lines.

**Yard, front**

An open area extending across the full front of the lot and having a depth equal to the shortest distance between the front of the lot and nearest wall of the main building and is unoccupied and unobstructed by any structure, dwelling or building except a 3-foot wall.

**Yard, Rear**

An open area extending across the full width of the rear of the lot and having a depth equal to the shortest distance between the rear lot line and the closest part of the building, structure, or dwelling.

(Ord. 2010-393, eff. 2011-Jan-14; Code 2007, 26-121)

# Staff Summary Report

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**MEETING DATE:** January 8, 2019  
**AGENDA ITEM:** XII. BUSINESS ITEM (B)  
**AGENDA TITLE:** Final Adoption of Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees

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**ACTION REQUESTED BY:** Wallace Begay  
**ACTION REQUESTED:** Final Adoption of Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees  
**SUMMARY BY:** Ed Kotyk

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## PROJECT DESCRIPTION / FACTS

The City Commission establishes fees for various operations by the City. In the past, the City has charged fees for the Municipal Airport Hangars through individual lease contracts. Many of these contracts vary in cost per square footage depending upon when the contract was created. For consistency and fairness purposes, hangar rentals need to be consistent and based on per square footage. Ordinance 2018-488 establishes a cost per square footage for each off the hangars.

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**SUPPORT DOCUMENTS:** Ordinance 2018-488

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Final Adoption of Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees

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**CITY OF AZTEC**

**ORDINANCE 2018-488**  
**An Ordinance Amending Chapter 16, Fees**  
**Creating Article XI. Municipal Airport Fees**

**WHEREAS,** The City Commission establishes fees for various operations by the City; and

**WHEREAS,** The City has in the past charged fees for the Municipal Airport Hangars through individual lease contracts; and

**WHEREAS,** for consistency and fairness purposes hangar rentals need to be consistent and per square footage;

**NOW, THEREFORE, BE IT RESOLVED** that the Aztec City Commission have created Article XI. Municipal Hangar Fees within Chapter 16 of the Aztec City Code to be consistent with all other established fees.

**PASSED, APPROVED, SIGNED AND ADOPTED** this 8<sup>th</sup> day of January 2019, by the Aztec City Commission, City of Aztec, New Mexico.

\_\_\_\_\_  
Mayor Victor C. Snover

ATTEST:

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

APPROVE AS TO FORM:

\_\_\_\_\_  
City Attorney

Advertised Date of Final Adoption:

Effective Date of Ordinance:

\_\_\_\_\_

\_\_\_\_\_

## ARTICLE XI. MUNICIPAL AIRPORT FEES

### Sec. 16-401. Monthly Hangar Fees.

<i>Monthly Rentals</i>	<i>2019 Fees Per square foot</i>	<i>2020 Fees Per square foot</i>
Large Hangar (greater than 1400 sq ft)	\$ 0.1000	\$ 0.1000
Small Hangar	\$ 0.0688	\$ 0.0800
Ground Lease	\$ 0.0600	\$ 0.0800

# Staff Summary Report

**MEETING DATE:** January 8, 2018

**AGENDA ITEM:** XIII. LAND USE HEARING (A)

**AGENDA TITLE:** VAR 18-04 - A request to reduce the front setback from Twenty-five (25) feet to zero (0) feet in the R-2 Multiple-Family Dwelling District

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**ACTION REQUESTED BY:** Laramie Hardin

**ACTION REQUESTED:** A request to reduce the front-yard setback from Twenty-five (25) feet to zero (0) feet in the R-2 Multiple Family Dwelling District

**SUMMARY BY:** Steven M. Saavedra – CFM

PROJECT DESCRIPTION / FACTS	
<b>Applicant</b>	Laramie Hardin
<b>Representative</b>	N/A
<b>Date of Application</b>	October 18 , 2018
<b>Requested Action</b>	Front setback reduction
<b>Location</b>	308 S. Main St & 312 S. Main St.
<b>Existing Land Use</b>	Two vacant residential parcels
<b>Existing Zoning</b>	R-2 Multiple-Family Dwelling District
<b>Surrounding Zoning and Land Use</b>	<p><b>North:</b> C-1 : Limited Retail Neighborhood Commercial District / Multi-Family Residential Use</p> <p><b>South:</b> R-1 : Single Family Dwelling District / Single Family Residential Use</p> <p><b>East:</b> C-1 : Limited Retail / Neighborhood Commercial District / Commercial Use</p> <p><b>West:</b> R-1 : Single Family Dwelling District / Residential Use</p>
<b>Floodplain / Flood zone</b>	No

## SUMMARY

Petition No. VAR 18-04 is a request from Laramie Hardin, to allow a zero foot front-yard setback for property located at 308 S. Main Avenue and 312 S. Main Avenue in the R-2 Multiple-Family Dwelling District. Pursuant to COA 26-2-45 (1) of the Land Use Requirements, the minimum front yard setback is 25 feet. Mr. Hardin is requesting a zero front-yard setback to construct two residential structures (duplexes) on the said

property. In October of 2018, Mr. Hardin submitted a consolidation plat to the City of Aztec, combining 308 S. Main Ave and 312 S. Main Ave. The combined lots would be 0.28-acres or 12,196.8 square feet. The minimum lot size in the R-2 district is 5,000 square feet. In December of 2017, the applicant rezoned the said property from the Single-Family (R1) District to the Multiple-Family (R2) District.

**The following uses are permitted by right in the R-2 District:**

Land Use Regulations COA Chapter 26-2-42 define Multiple-Family Dwelling District as a residential building designed for or occupied by two or more family units with the number of families in residence not exceeding the number of dwelling units provided; with separate housekeeping, sleeping, bathroom, and kitchen facilities for each family.

- Apartments or Multi-family Dwellings or Dwelling Groups: Apartments, multi-family dwellings or dwelling units are permitted provided that the buildings do not occupy over one-half (1/2) of the total lot area and each contains a minimum of six hundred (600) square feet of floor area. AZTEC CITY CODE CHAPTER 26 – LAND USE REGULATIONS 2017 AUG 23 26-19
- Condominiums or Town Houses: Attached single family dwellings known as Condominiums or Town Houses are permitted provided that each dwelling unit must contain a minimum of eight hundred (800) square feet of floor space of a permanent nature. Trailer houses, mobile homes, and motor homes are specifically excluded whether or not the wheels have been removed.
- Accessory Structure: Accessory structure for garage, storage, recreation, sauna, hobby, greenhouse, bathhouse, or for the keeping or housing of domestic pets, so long as the accessory structure is not being used for commercial use. Antennas (non-commercial) are permitted.

***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.

**R-2 Setback requirements & Height**

- Front: 25-feet
- Side: 5-feet or 7.5-feet for two-story structures
- Street Side Yard: 15-feet
- Rear: 30-feet.
- Height: 35-feet

Building Offsets: All buildings shall be separated by a distance equal to the height of the highest adjoining building or flammable structure; otherwise covered walks will connect the group of buildings.

## **ANALYSIS & RECOMMENDATION**

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

The Multiple-Family Dwelling District allows residential uses in this 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;**

If denied, there would be no unnecessary hardship to the applicant. In addition, the land is vacant and the applicant is allowed to redesign the layout of the structures on the said property.

**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 owner of the property and not by the zoning district or the subject property created the circumstance.

**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 property owner could continue the residential use without the variance. However, this would likely change and or lessen the density of residential units on the subject property.

**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;**

Granting of this variance is in harmony with the general interest, general purpose, and intent of the code. These structures, as proposed would give a “canyon look” for Aztec’s Downtown. This is aligned with many of the historic buildings on Main Ave. The property owner needs to ensure pedestrian and cyclist safety, when residential dwellers enter and exit the property.

**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 is a mix of residential and commercial properties in and around 308 & 312 S. Main Ave. There are neighboring structures within close proximity that do not adhere to the setback requirements of the zoning district. The parcel that abuts the property under consideration to the north contains a multi-family use - otherwise known as Miss Gail's Inn. Miss Gail's Inn has a zero front-yard setback.

**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 should not adversely affect the public health, safety, or welfare of the neighborhood or the City of Aztec. The residential structure(s) as proposed by the applicant would be at least twenty feet from the parcel line to the street. The applicant needs to ensure there will be no additional on-street parking on the New Mexico Department of Transportation' Right of Way or residential parking will not block the alley.

**Is met**

**COMMUNITY DEVELOPMENT CONCLUSION**

Staff concludes that approval of VAR 18-04 is appropriate. The requested variance is in accordance with the City's desire for affordable housing and is consistent with the residential and mixed-use development of the area. The Comprehensive Plan encourages multi-family housing in Aztec. Therefore, the requested application is consistent with Aztec's Comprehensive Plan. Increasing the supply of housing units mitigates the cost of housing in Aztec with other conditions remaining the same (ceteris paribus). The commercial corridor in and around the subject property is suitable for mix-use or multifamily development with a zero front-yard setback. The zero front-yard setback conforms to neighboring property. Furthermore, the zero front-yard setback adds the "canyon look" of Downtown Aztec.

**RECOMMENDATION**

The Community Development Department recommends **approval** of Petition VAR 18-04, from Laramie Hardin, for a variance to allow a 0-foot front-yard setback with the following conditions:

1. The residential structure(s) need to meet the R-2 height, density, and rear and side-yard setback requirements;
2. The residential structure(s) meets all development requirements;
3. The residential structures cannot be mobile homes;
4. There will be no additional on-street parking on the New Mexico Department of Transportation' Right of Way;
5. Residential parking will not block the alley;
6. The property owner needs to ensure pedestrian and cyclist safety, when residential dwellers enter and exit the property.

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**SUPPORT DOCUMENTS:**

1. Application
  2. Vicinity Map
  3. Applicant Notification Letter
  4. Adjacent Property Owner Notification Letter
  5. List of Adjacent Property Owners
- 



*North view*



*South view*

*East view*



*West view*



*Subject Properties under zone change consideration (308 & 312 S. Main St.)*



# 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: Laramie Hardin

Project Location: 308 S. Main

Address: 308 S. Main

Existing Use: Residential

E-Mail: laramie@atlasconcrete.us

Proposed Use: Residential

Telephone: 505 330-9044

Current Zoning:

Relationship to Property Owner:

Assessor's Parcel I.D. and/or Tax I.D. Number:

Legal Description of Subject Property:

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: Laramie Hardin

E-Mail:

Phone: 330-9044

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)

Name: Phone:

Name: Phone:

Address:

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:

Address:

Owner's Signature: [Signature]

Phone / Email:

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

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



Mayor  
Victor C. Snover

Mayor Pro-Tem  
Rosalyn A. Fry



Commissioners  
Austin R. Randall  
Sherri A. Sipe  
Mark E. Lewis

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

Dear Applicant,

Thank you for taking the time to consult the Community Development Department in regards to an application for a Variance.

If you decide to proceed with the application, we encourage you to schedule a meeting with the Community Development Director prior to submitting your application. We have prepared an overview of the application process to assist you.

City Commission meetings are held on the second and fourth Tuesday of each month in the City Commission Room at 6:00 pm.

By City Code we are required to issue notifications:

- A minimum of (15) days prior to each meeting; and
- To all landowners within 100 feet of your property boundary.

In order to process your application, we need your application signed and returned with the application fee by Thursday, \_\_\_\_\_. To make the agenda for the Commission meeting held Tuesday, \_\_\_\_\_.

If you have any questions, please do not hesitate to call. We look forward to hearing from you.

Sincerely,  
Community Development Office  
(505) 334-7604



## CITY OF AZTEC VARIANCE REQUIREMENTS

The requirements of a Variance are defined in Chapter 26 Land Use Regulations, Article IV., Division 5. An excerpt from Aztec Municipal Code which identifies the requirements of a Variance is included below for your reference. If you need assistance with this process please call (505) 334-7604.

### **Sec. 26-4-551. Purpose and Hardship.**

The property owner seeking a variance on the grounds of "unnecessary hardship" must show:

1. Credible proof that the property will not yield a reasonable return if used in accordance with the ordinance; or
2. Must establish that the Land Development Ordinance gives rise to the hardship amounting to virtual confiscation; or
3. Disadvantage must be so great as to deprive the owner of all reasonable use of the property.  
(Code 2007, 26-551)

### **Sec. 26-4-552 . Process.**

1. Application. Where owing to special conditions a literal enforcement of the provisions of this ordinance would involve practical difficulties or cause unnecessary hardships within the meaning of this ordinance, the City Commission shall have the power upon appeal in specific cases to authorize such variation or modifications of the provisions of this ordinance with such conditions and safeguards as it may determine, so that public safety and welfare is secured and substantial justice done. The application must consist of the following:

- (1) A completed " Application For Variance" form;
- (2) A detailed site plan including the following:
  - (a) An outline, with boundary dimensions and total acreage, of the area proposed for the variance;
  - (b) Existing streets, roads, drainage courses and utility features expected to service the area;
  - (c) Proposed streets, private drives, parking area, and utility feature;
  - (d) Proposed locations of structures;
  - (e) North arrow, scale, and other geographic data. The site plan should be drawn on 8-1/2 by 11-inch paper for reproduction purposes.
- (3) A legal description or proper street address of the subject property;
- (4) A reason for the request of the variance and statement of hardship delineating how the variance relates to the specific parcel of land is not a substantial detriment to the public good, and how any deviation would substantially outweigh any detriment caused by the variance.

2. Publication and Notification. All variance requests shall be published as provided for in Section 26-4-504-2(3) of this code and also the following:
  - (1) A signed petition of approval by a majority of surrounding neighbors within 100 feet is required.
3. Fees. A non-refundable fee of fifty dollars (\$250.<sup>00</sup>) is required.
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;
  - (2) That under exceptional and extraordinary circumstances having to abide by literal enforcement of the provisions of this ordinance will result in 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;
  - (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;
  - (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;
  - (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;
  - (7) That the variance will not weaken the general purposes of this ordinance or the regulations established for the specific district;
  - (8) That the variance will not adversely affect the public health, safety or welfare;
  - (9) Administration and Fees
5. Duration. Every variance authorized shall not belong to the applicant or owners but shall run with the land and be transferable from owner to owner.  
(Code 2007, 26-552)



## CITY OF AZTEC VARIANCE PROCESS

- Step 1** Schedule a meeting with the Community Development Director to review your variance request (505) 334-7604.
- Step 2** Turn in completed application and items on the attached *Variance 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 Variance 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.
- Step 6** Duration of Permit. Every variance authorized shall not belong to the applicant or owners but shall run with the land and be transferable from owner to owner.



# CITY OF AZTEC VARIANCE APPLICATION

Permit #: VAR 18-04 Date Started: 10/23/2018 Date Approved: \_\_\_\_\_ Fees Paid: 0 waived per Director CD

### PROPERTY OWNER CONTACT INFORMATION

Name: Laramie Hardin  
Mailing Address: P.O. Box 1703 Aztec NM 87410  
Phone: 505 330-9044  
Email: Laramie@AtlasConcrete.us

### PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 308 S MAIN  
Tax ID: \_\_\_\_\_ Parcel Size (ac): \_\_\_\_\_  
Zone District: \_\_\_\_\_  
Current Use: \_\_\_\_\_  
Proposed Use: R-2  
Flood Zone Designation: \_\_\_\_\_

### REASON FOR REQUESTING A VARIANCE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### APPLICANT SIGNATURE

I, Laramie Hardin representing ME 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: [Signature] Date: 10/18/18

### 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 + \$250 Variance Fee = Total \$260

October  
2018



## CITY OF AZTEC VARIANCE CHECKLIST

### Applicable Fees

Administrative Fee	\$10
Variance Fee	\$250

### 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 VARIANCE EVALUATION

Permit #: \_\_\_\_\_

1. Does the Variance allow for a use not permitted within the district?  No  Yes
2. Without the Variance is there undue hardship imposed?  No  Yes
3. Without the Variance are there practical difficulties imposed?  No  Yes
4. Are the circumstances created by the owner of the property?  No  Yes
5. Is the Variance detrimental to the property?  No  Yes
6. Is the Variance detrimental to surrounding property?  No  Yes
7. Does the Variance alter the character of the surrounding neighborhood?  No  Yes
8. Does the Variance set a precedent which may alter the intent of the regulations?  No  Yes
9. Does the Variance impose a health issue on the public?  No  Yes
10. Does the Variance impose a safety issue on the public?  No  Yes
11. Does the Variance have the approval of surrounding neighbors?  No  Yes

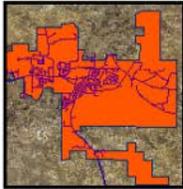
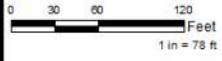


**VAR 18-04**

**ZONING**

**DISTRICT**

-  C-1
-  O-1
-  R-1
-  R-2



*Mayor*  
Sally Burbridge

*Mayor Pro-Tem*  
Sherri A. Sipe



*Commissioners*  
Austin R. Randall  
Katee McClure  
Sheri L. Rogers

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

**NOTICE OF PUBLIC HEARING  
VARIANCE REQUEST  
PETITION NO. 2018-04**

December 10, 2018

Dear Property Owner,

Notice is hereby given that a Variance Application has been filed with the City of Aztec, New Mexico, a request from Laramie Hardin for a Variance for at zero foot setback at 308 S. Main a property located in City of Aztec, San Juan County, New Mexico, as described below.

**LEGAL DESCRIPTION**

Lot Twenty (20), Block Eleven (11), of the Aztec Original Townsite Subdivision, in the City of Aztec, San Juan County, New Mexico.

Lot Twenty (18), Block Eleven (11), of the Aztec Original Townsite Subdivision, in the City of Aztec, San Juan County, New Mexico.

**Otherwise located at 308 & 312 S Main Avenue**

Pursuant to the provisions of Section 26-2-45, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the City Commission will hear the petitions in a public hearing on **Tuesday, January 8, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco St., Aztec, New Mexico. All persons shall have an opportunity to hear why said application should be granted or denied. All persons in interest and citizens are incited to attend said hearing.

You are receiving this because you may own property within 100 feet (excluding public right-of-way) of the proposed change. You are encouraged to attend the hearing noted above or submit written comments or concern prior to the meeting to the City Clerk at [ksayler@aztecnm.gov](mailto:ksayler@aztecnm.gov) or 201 W. Chaco St., Aztec, NM 87410. Please be advised that this petition could be canceled or withdrawn prior to the meeting date. If you have any questions regarding this notice, or would like addition information regarding this notice, or would like additional information regarding this petition, please call me at (505) 334-7605.

Sincerely,

*Steven M. Saavedra*

Steven M. Saavedra  
Community Development Director

*Mayor*  
Sally Burbridge

*Mayor Pro-Tem*  
Sherri A. Sipe



*Commissioners*  
Austin R. Randall  
Katee McClure  
Sheri L. Rogers

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

**NOTICE OF PUBLIC HEARING  
VARIANCE REQUEST  
PETITION NO. 2018-04**

December 17, 2018

Dear Property Owner,

Notice is hereby given that a Variance Application has been filed with the City of Aztec, New Mexico, a request from Laramie Hardin for a Variance for at zero foot setback at 308 S. Main a property located in City of Aztec, San Juan County, New Mexico, as described below.

**LEGAL DESCRIPTION**

Lot Twenty (20), Block Eleven (11), of the Aztec Original Townsite Subdivision, in the City of Aztec, San Juan County, New Mexico.

Lot Twenty (18), Block Eleven (11), of the Aztec Original Townsite Subdivision, in the City of Aztec, San Juan County, New Mexico.

**Otherwise located at 308 & 312 S Main Avenue**

Pursuant to the provisions of Section 26-2-45, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the City Commission will hear the petitions in a public hearing on **Tuesday, January 8, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco St., Aztec, New Mexico. All persons shall have an opportunity to hear why said application should be granted or denied. All persons in interest and citizens are incited to attend said hearing.

You are receiving this because you may own property within 100 feet (excluding public right-of-way) of the proposed change. You are encouraged to attend the hearing noted above or submit written comments or concern prior to the meeting to the City Clerk at [ksayler@aztecnm.gov](mailto:ksayler@aztecnm.gov) or 201 W. Chaco St., Aztec, NM 87410. Please be advised that this petition could be canceled or withdrawn prior to the meeting date. If you have any questions regarding this notice, or would like addition information regarding this notice, or would like additional information regarding this petition, please call me at (505) 334-7605.

Sincerely,

*Steven M. Saavedra*

Steven M. Saavedra  
Community Development Director

**Variance 18-04 308 & 312 S. Main Street**

Notice is hereby given that an application has been filed with the City of Aztec - Community Development Department for a Variance for a zero foot setback requirement (COA 26-2-45) for property located at 308 & 312 S. Main Street, in the City of Aztec, San Juan County, New Mexico, as described below:

***LEGAL DESCRIPTION***

Lot Twenty (20), Block Eleven (11), of the Aztec Original Townsite Subdivision, in the City of Aztec, San Juan County, New Mexico.

Lot Twenty (18), Block Eleven (11), of the Aztec Original Townsite Subdivision, in the City of Aztec, San Juan County, New Mexico.

**Otherwise located at 308 & 312 S Main Avenue**

*Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that Aztec's City Commission will hear the petitions in a public hearing on **Tuesday, January 8, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, NM, 87410.*

Terrell & Shari Strauss  
313 S. Church  
Aztec, NM 87410

Terrell & Shari Strauss  
313 S. Church  
Aztec, NM 87410

Terrell & Shari Strauss  
313 S. Church  
Aztec, NM 87410

Janice Beatty  
311 S. Church  
Aztec, NM 87410

Janice Beatty  
311 S. Church  
Aztec, NM 87410

Janice Beatty  
311 S. Church  
Aztec, NM 87410

Jerri Frame  
221 S. Church  
Aztec, NM 87410

Jerri Frame  
221 S. Church  
Aztec, NM 87410

Jerri Frame  
221 S. Church  
Aztec, NM 87410

William L Dusenbery  
201 W. Chaco  
Aztec, NM 87410

William L Dusenbery  
201 W. Chaco  
Aztec, NM 87410

William L Dusenbery  
201 W. Chaco  
Aztec, NM 87410

Giant Industries AZ Inc  
1250 W Washington St. STE 101  
Tempe, AZ 85281

Giant Industries AZ Inc  
1250 W Washington St. STE 101  
Tempe, AZ 85281

Giant Industries AZ Inc  
1250 W Washington St. STE 101  
Tempe, AZ 85281

Rick & Cindy Klien  
216 Heritage Ln  
Aztec, NM 87410

Rick & Cindy Klien  
216 Heritage Ln  
Aztec, NM 87410

Rick & Cindy Klien  
216 Heritage Ln  
Aztec, NM 87410

Robert C. Breed  
628 RD 3000  
Aztec, NM 87410

Robert C. Breed  
628 RD 3000  
Aztec, NM 87410

Robert C. Breed  
628 RD 3000  
Aztec, NM 87410

Carl Clampett & Deanna Cooper  
PO Box 1124  
Aztec, NM 87410

Carl Clampett & Deanna Cooper  
PO Box 1124  
Aztec, NM 87410

Carl Clampett & Deanna Cooper  
PO Box 1124  
Aztec, NM 87410

Waybourne Real Estate LLC  
1149 S. Main St  
Aztec, NM 87410

Waybourne Real Estate LLC  
1149 S. Main St  
Aztec, NM 87410

Waybourne Real Estate LLC  
1149 S. Main St  
Aztec, NM 87410

Laramie & Erika Harden  
P.O. Box 1703  
Aztec, NM 87410

Nicholas J. & Krystal F Huston  
311 S. Church Street  
Aztec, NM 87410

Nicholas J. & Krystal F Huston  
311 S. Church Street  
Aztec, NM 87410

Nicholas J. & Krystal F Huston  
311 S. Church Street  
Aztec, NM 87410

Joshua Johnson  
221 S. Church Street  
Aztec, NM 87410

Joshua Johnson  
221 S. Church Street  
Aztec, NM 87410

Joshua Johnson  
221 S. Church Street  
Aztec, NM 87410