

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
July 9, 2019
201 W. Chaco, City Hall
5:15 p.m.

5:15 P.M.

FY 2020 Youth Conservation Corps.

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.

Staff Summary Report

MEETING DATE: July 9, 2019
AGENDA ITEM: WORKSHOP
AGENDA TITLE: Youth Conservation Corp 2020 Projects

ACTION REQUESTED BY: State YCC Program
ACTION REQUESTED: Review and Input Only
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- YCC Grant Application for 2019-2020 is due July 25, 2019 at 3:00 pm.
- The 2019-2020 application will be presented for commission approval on July 23, 2019.
- Attached is proposed Minium Park Improvements.

SUPPORT DOCUMENTS: YCC 2020 Minium Park

DEPARTMENT'S RECOMMENDED MOTION: Review and input on YCC Projects

YCC 2020 Proposal

Project 1. Concrete Bulb Out

1) Remove cobble from bulb out.	\$0
2) Concrete bulb out (6 cu yds) and create skipper drain.	\$1,000
3) Metal paneling for skipper drain (40 In ft ~ 3 - ¼" Tread Plates \$335 ea)	\$1,005
Total	\$2,005

Project 2. Sidewalks (10 ft wide) around perimeter of Splash Park

1) Remove turf.	\$0
2) Add base course (10' wide, 4" deep = 23.5 cu yds / 15.6 tons)	\$500
3) Concrete (10' wide, 4" deep = 25 cu yds)	\$3,500
4) 2x12" Boards and screws for framing	\$300
5) 1-1/2" Piping for Portable Shade Umbrellas (10 pcs @ 2 ft length) (Note these pipes will be inset around the perimeter at 12 ft intervals to allow placement of portable shade umbrellas used by the citizens)	\$100
6) Tree planting (4) west of splash park (For future shade)	\$1,000
Total	\$5,400

Project 3. Concrete Pad @ Playground

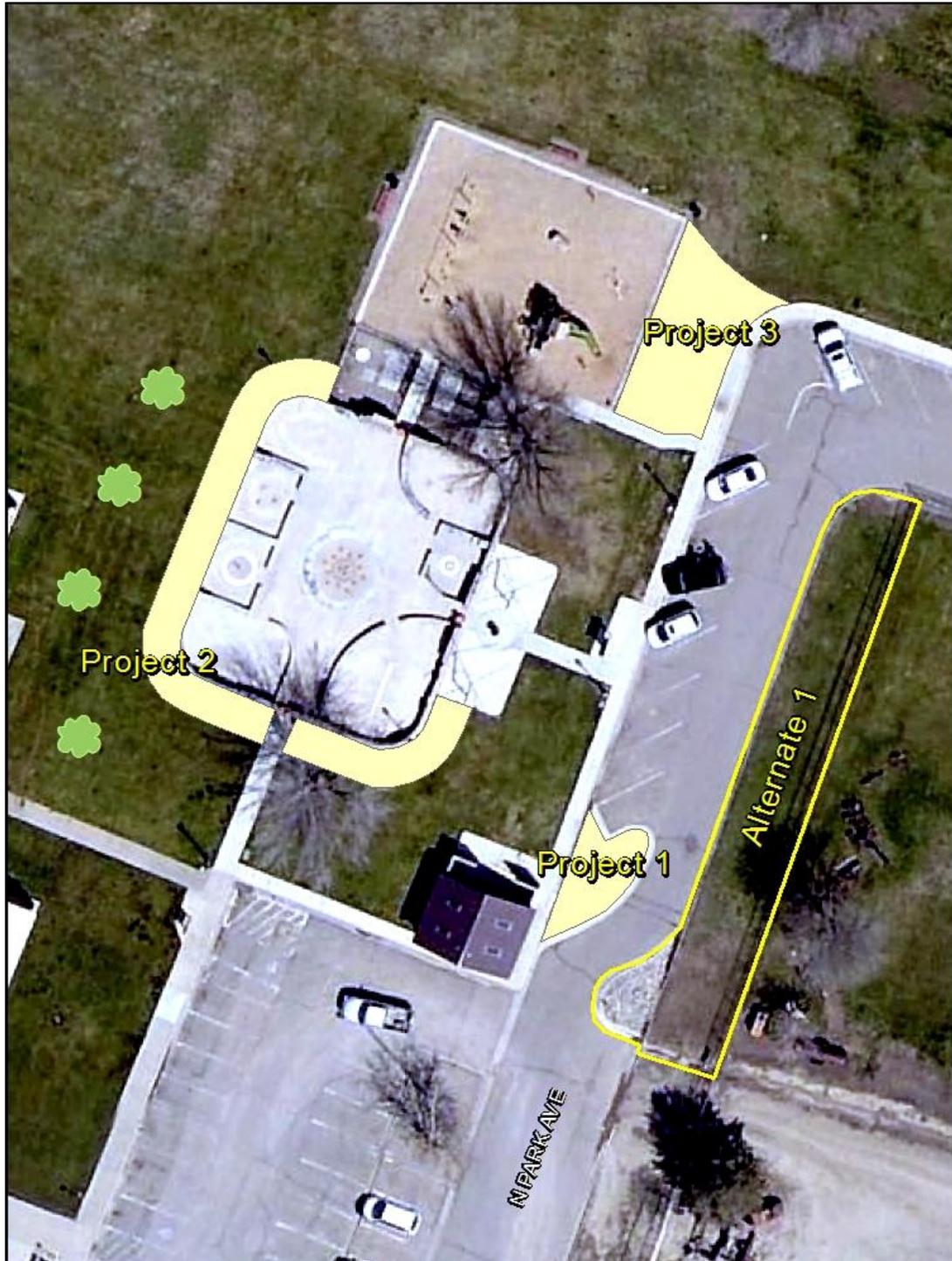
1) Remove turf.	\$0
2) Add base course (1200 sq ft @ 4" deep = 15 cu yds / 10 tons)	\$300
3) Concrete (1200 sq ft @ 10" deep = 37 cu yds) (Note this concrete will be shaped to faux boulders at portion nearest playground to accommodate slope and provide for level pad to sidewalk)	\$5,600
Total	\$5,900

Alternate 1. Museum Lot

This project depends on whether Public Works has the ability to pave after YCC is complete. If unable to pave, the project is not attempted.

1) Remove turf zone and east bulb out (3,800 sq ft).	\$0
2) Install new 6" curbing along existing fence line (170 In ft) Approx 9 sq yds concrete.	\$1,000

3) Repair west fence line (170 In ft).	\$1,000
4) Asphalt for additional parallel parking of large vehicles (buses, RVs, etc). Asphalt to be done by City after YCC.	\$20,000
Total	\$22,000



AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
July 9, 2019
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE

United States Pledge of Allegiance

New Mexico Pledge of Allegiance

I Salute the Flag of the State of New Mexico and the Zia Symbol of Perfect Friendship among United Cultures

III. ROLL CALL

IV. APPROVAL OF AGENDA ITEMS

V. CONSENT AGENDA

- A. Commission Meeting Workshop Minutes June 25, 2019
- B. Commission Meeting Minutes June 25, 2019
- C. Water Purchase Contract Between Flora Vista Water Users Association and City of Aztec-Amendment #2
- D. Records Destruction Finance Department
- E. RFP2019-696 Utility Bill Print & Mail Services
- F. Aztec Roping Association Agreement

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"

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. PROCLAMATION

None

VIII. PRESENTATIONS

None

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IX. CITIZENS INPUT (3 Minutes Maximum)

X. BUSINESS ITEMS

A. Intent to Adopt Ordinance 2019-493 Cell Phone Use

XI. QUASI JUDICIAL HEARINGS (LAND USE)

A. OG 19-02 Recompletion “Hydraulic Fracturing” of the Bruington Gas Com C #1R gas well

B. ZC 19-02: Zone Change Request from R-1 Single-Family Dwelling District to R-2 Multiple-Family Dwelling District

XII. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

XIII. 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 June 25, 2019
4

5 **I. CALL TO ORDER**
6

7 Mayor Snover called the Workshop to order at 5:20 pm at the Aztec City
8 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
9

10 MEMBERS PRESENT: Mayor Victor Snover; Mayor Pro-Tem Fry;
11 Commissioner Sherri Sipe; Commissioner,
12 Mark Lewis; Commissioner Randall
13

14 MEMBERS ABSENT: NONE
15

16 OTHERS PRESENT: City Manager Steve Mueller; Finance Director
17 Kathy Lamb; City Attorney Nicci Unsicker;
18 Community Development Director Steven
19 Saavedra; Project Manager Ed Kotyk; City
20 Clerk Karla Saylor; see attached sign in sheet
21

22 **A. Lodgers Tax Advisory Board**

23 City Manager Steve Mueller explained that the LTAB board was seeking
24 direction from the Commission and he turned it over to the board.

25 Chairman of the LTAB Board Joshua Large explained that they were
26 wanting to see if the Commission had a specific direction that they would like
27 the board to go or if there were certain projects for them to be involved in. He
28 explained that most of the members of the board were new.

29 Sandi Harbor said she understands that they are supposed to provide
30 funding to events that bring visitors into Aztec. She explained that they are
31 working with Kathy in order to get tighter on the reporting after an event.

32 The largest portion of the LTAB money is spent on advertising and they
33 like to keep a cash reserve available when we have a downturn in order to
34 keeping marketing. Print, radio, social media, billboard, internet are some of
35 the advertising LTAB does which are regional and a little further to Texas and
36 even overseas.

37 Commissioner Sipe asked about the funds that LTAB is allowed to
38 approve and Kathy explained that it is very specific as far as advertising and
39 events that promote the community, the funding must be used for marketing.
40 Joshua mentioned that he felt like Facebook was the cheapest and most
41 effective form of advertising. Wilann mentioned that her statistics show that
42 the target age is around age 60. Wilann also mentioned that as far as print
43 they hand out 60,000 brochures a year.

44 Jimmy Miller asked about the events that have gone by the wayside:

45 Fiesta Days, Blues and Brews, Founders Day, Fantasy of Lights, ect.

46 Commissioner Sipe mentioned that the City did not put on these events they

1
2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 June 25, 2019
5

6 **I. CALL TO ORDER**
7

8 Mayor Victor Snover called the Meeting to order at 6:02 pm at the Aztec City
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
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11 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**
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- 13 A. Invocation (led by Megan Kullip)
14 B. United States Pledge of Allegiance (led by Mayor Pro-Tem Fry)
15 C. New Mexico pledge of Allegiance (led by Mayor Pro-Tem Fry)
16

17 **III. ROLL CALL**

18 Members Present: Mayor Victor Snover; Mayor Pro-Tem Fry;
19 Commissioner Sipe; Commissioner Mark
20 Lewis; Commissioner Austin Randall
21

22 Members Absent: NONE
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24 Others Present: City Manager Steve Mueller; City Attorney Nicci Unsicker;
25 Project Manager Ed Kotyk; City Clerk Karla Sayler (see
26 attendance sheet)
27

28 **IV. APPROVAL OF AGENDA ITEMS**
29

30 MOVED by Commissioner Randall to approve the agenda as given
31 SECONDED by Commissioner Lewis
32

33 All voted Aye: Motion passed five to zero
34

35 **V. CONSENT AGENDA**
36

- 37 A. Commission Meeting Minutes June 11, 2019
38 B. ITB 2019-698 Annual Chemical Supply-Water & Wastewater Treatment Plants
39 C. Resolution 2019-1136 and NMDOT Agreement Control Number C5193388
40 (North Main Avenue)
41 D. Resolution 2019-1137 Municipal Surplus
42 E. Resolution 2019-1138 Utility Accounts Receivable Write Off
43 F. Resolution 2019-1139 Complete Count 2020 Census Partnership
44 G. Resolution 2019-1140 General Fund Accounts Receivable Write Off
45
46

47 MOVED by Commissioner Sipe to Approve the Consent Agenda as given with
48 the exception of item (G) SECONDED by Commissioner Randall

49
50 All voted Aye: Motion passed five to zero

51
52 **VI. ITEMS REMOVED FROM CONSENT AGENDA**

53
54 (G) Resolution 2019-1140 General Fund Accounts Receivable Write Off

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56 Commissioner Sipe asked about the write off for the golf carts. Finance Director
57 Kathy Lamb explained that there were some verbal agreements outside of the written
58 agreement. The Golf Operator is now remitting payment as of January. The write off
59 comes from this period.

60
61 MOVED by Commissioner Sipe to Approve the Resolution 2019-1140 General
62 Fund Accounts Receivable Write Off SECONDED by Commissioner Randall

63
64 All voted Aye: Motion passed five to zero

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66 **VII. PROCLAMATION**

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68 NONE

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70 **VIII. PRESENTATIONS**

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72 NONE

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

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76 NONE

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78 **X. BUSINESS ITEMS**

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80 A. Intent to Adopt Ordinance 2019-492 Amending Chapter 22 Public Property,
81 Section 22-513 and Incorporating the Fee into Chapter 16 Fee Schedule

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83 Community Development Director Steven Saavedra explained that this is not a
84 new fee it has been there since 2007 but Chapter 22 and 16 are not consistent. This will
85 basically make them consistent.

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87 MOVED by Commissioner Lewis to Approve the Intent to Adopt Ordinance 2019
88 492 Amending Chapter 22 Public Property, Section 22-513 and Incorporating the Fee
89 into Chapter 16 Fee Schedule SECONDED by Commissioner Sipe

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91 A Roll Call was Taken: All voted Aye: Motion passed five to zero

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XI. QUASI JUDICIAL HEARINGS (LAND USE)

NONE

XII. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

City Manager Steve Mueller mentioned the annual employee picnic on July 11th and offices will be closing at noon. He will be attending the City Managers Conference in Ruidoso. The annual NMML league in August 28, 29, and 30 in Las Cruces if you want to go let Karla know.

Commissioner Lewis mentioned the Water Commission meeting is canceled for next week.

Commissioner Sipe attended NWNM Seniors meeting and will attend MPO meeting on Thursday.

Commissioner Randall gave a shout out to Public Works for their work on Arriba Street. Looks really nice. He has LTAB next month and Library meeting.

Mayor Pro-Tem Fry mentioned she attend San Juan Safe Communities, and attended EDAB. She mentioned that there is a person interested in the building across from the Bistro for a Café.

Mayor Snover mentioned that he attended the American Legion 100 year Jubilee and the Pride Parade in Farmington. He will be attending the Gold Star Family Banquet tomorrow. He did opening remarks at the water summit.

Judge Gray attended the National Judge's Association 2 weeks ago in Montana, he mentioned that we might try to get the conference in the area within the next 5 years.

Delain George mentioned that a flyer was sent out in the utility bills for the recycle carts and it had the wrong phone number on it. It was corrected on facebook and the website. She mentioned that the county residents that have city trash service will not be eligible for recycling, just the city limits.

Jeff Blackburn mentioned that we experienced flooding in Riverside, and that the playground and softball field are shut down.

XIII. ADJOURNMENT

Mayor Snover moved to adjourn the meeting at 6:35 pm SECONDED by Commissioner Sipe

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Mayor, Victor Snover

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Sherlynn Morgan, Administrative Assistant

DRAFT

Staff Summary Report

MEETING DATE: July 9, 2019
AGENDA ITEM: V. Consent Agenda (C)
AGENDA TITLE: Water Purchase Contract between Flora Vista Water Users Association and City of Aztec – Amendment #2

ACTION REQUESTED BY: City Manager
ACTION REQUESTED: Approve Water Purchase Contract between Flora Vista Water Users Association and City of Aztec – Amendment #2
SUMMARY BY: Steve Mueller, City Manager

PROJECT DESCRIPTION / FACTS

1. The City and the Association entered into the Water Purchase Contract Between Flora Vista Water Users Association and City of Aztec agreement on December 13, 2006.
2. According to the terms of that contract the agreement ended on December 13, 2011.
3. In the section of the contract discussing mutual responsibilities between the City and The Association, paragraph 1 states that the agreement may be renewed or extended for such terms as may be agreed upon by the City and the Association.
4. The City and the Association have complied with the terms of the agreement from December 13, 2006 until the Present and both parties intended to comply with all provisions of the agreement during that time as if the agreement term had been extended as provided by in paragraph 1 described above.
5. The City and the Association wish to extend the term of the Agreement entitled Water Purchase Contract Between Flora Vista Water Users Association and the City of Aztec from the present date until March 8, 2021.
6. This Term shall be in place unless either party provides 30-day notice in writing to the other party that they wish to terminate the agreement.
7. This Amendment incorporates all sections and terms of the Water Purchase Contract Between Flora Vista Water Users Association and City of Aztec along with Amendment #1 to that same agreement.

SUPPORT DOCUMENTS: Original Water Purchase Contract, Amendment #1 and
Amendment #2

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Water Purchase Contract
between Flora Vista Water Users Association and City of Aztec – Amendment #2

WATER PURCHASE CONTRACT BETWEEN FLORA VISTA WATER USERS
ASSOCIATION AND CITY OF AZTEC

AMENDMENT #2

This Amendment to the contract dated December 13, 2006 is entered into on the 9th day of July, 2019 and effective immediately for the sale and purchase of water between the City of Aztec (hereinafter City), New Mexico, A New Mexico Municipal Corporation, hereinafter referred to as City, and Flora Vista Water Users Association, Inc., hereinafter referred to as the Association.

1. The City and the Association entered into the Water Purchase Contract Between Flora Vista Water Users Association and City of Aztec agreement on December 13, 2006.
2. According to the terms of that contract the agreement ended on December 13, 2011.
3. In the section of the contract discussing mutual responsibilities between the City and The Association, paragraph 1 states that the agreement may be renewed or extended for such terms as may be agreed upon by the City and the Association.
4. The City and the Association have complied with the terms of the agreement from December 13, 2006 until the Present and both parties intended to comply with all provisions of the agreement during that time as if the agreement term had been extended as provided by in paragraph 1 described above.
5. The City and the Association wish to extend the term of the Agreement entitled Water Purchase Contract Between Flora Vista Water Users Association and the City of Aztec from the present date until March 8, 2021.
6. This Term shall be in place unless either party provides 30-day notice in writing to the other party that they wish to terminate the agreement.
7. This Amendment incorporates all sections and terms of the Water Purchase Contract Between Flora Vista Water Users Association and City of Aztec along with Amendment #1 to that same agreement.

This Amendment shall be in effect subsequent to the approval and ratification by the governing bodies to both parties and stated herein.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed.

CITY OF AZTEC, NEW MEXICO

By: _____

Mayor: Victor Snover

ATTEST:

Karla Sayler

APPROVE AS TO FORM:

J. Nicci Unsicker, City of Aztec Attorney

FLORA VISTA WATER USERS ASSOCIATION, INC

By: _____

ATTEST:

Secretary

**WATER PURCHASE CONTRACT
BETWEEN
FLORA VISTA WATER USERS ASSOCIATION
AND
CITY OF AZTEC**

This contract is entered into this 13th day of December, 2006 effective immediately for the sale and purchase of water between the CITY of Aztec, New Mexico, a New Mexico Municipal Corporation, hereinafter referred to as CITY, and Flora Vista Water Users Association, Inc., hereinafter referred to as the ASSOCIATION.

WITNESSETH:

WHEREAS, the ASSOCIATION was organized and established under the laws of the State of New Mexico and has been in the business of constructing and operating a water supply distribution system serving water users within the area to accomplish this purpose since 1967 and such will require a continued supply of treated water; and

WHEREAS, the CITY owns and operates a water supply distribution system with current capacity, capable of serving the present customers of the city system and a number of water users served by said ASSOCIATION.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

THE CITY AGREES:

1. **Quality and Quantity:** To furnish the ASSOCIATION, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the New Mexico State Environmental Protection Agency, in such quantity as may be required by the ASSOCIATION, not to exceed 5 million (5,000,000) gallons per month and such other further amounts as may be later agreed upon.
2. **Point of Delivery and Pressure:** That water will be furnished at a reasonable constant normal pressure calculated at sixty-five (65) pounds per square inch at a point located at or near the Southwest corporate limits of the City. If a greater pressure than that normally available at the point of delivery is required by the ASSOCIATION, the cost of providing such greater pressure shall be borne by the ASSOCIATION. Emergency failure of pressure or supply due to the main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.
3. **Metering Equipment:** To furnish, install, operate and maintain at its own expense at the point of delivery the necessary metering equipment, of a size to insure

accuracy, and a meter house or pit, and required devices of standard type for properly measuring equipment whenever requested by the ASSOCIATION, but not more frequently than once very twelve (12) months. A meter registering not more than two percent (2%) above or below the test result (utilizing AWWA Standards) shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such a period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the CITY and the ASSOCIATION shall agree upon a different amount. The metering equipment shall be read on the first day of each month or closest business day thereto.

4. **Billing Procedure:** To furnish to the secretary of the ASSOCIATION at the Association office, not later than the 15th day of each month an itemized statement of the amount of water furnished to the ASSOCIATION during the preceding month.

THE ASSOCIATION AGREES:

1. **Rates and Payment Date:** To pay the CITY not later than fifteen (15) days from the mailing date of the billing for water delivered during the preceding month at the rate of \$3.50 per 1,000 gallons for all water furnished to the ASSOCIATION.
2. The ASSOCIATION agrees to lease to the CITY, pursuant to NMSA §§ 1978, 72-6-1 through 19, water rights in an amount sufficient, as approved by the State Engineer, to equal that required for the amount of water delivered by the CITY to the ASSOCIATION. The parties agree to cooperate in securing the necessary approval for the lease of water rights and to execute whatever documents are necessary to give effect to this Contract, the cost of which shall be borne by the ASSOCIATION. It is expressly understood and agreed that the CITY is not obligated to deliver water in excess of the amount for which such leased water rights provide.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE ASSOCIATION AS FOLLOWS:

1. **Term of Contract:** That this contract shall continue for a period of five (5) years from the date of this Agreement between the CITY and the ASSOCIATION; thereafter it may be renewed or extended for such terms as may be agreed upon by the CITY and the ASSOCIATION, and in accordance with any applicable laws.
2. **Failure to Deliver:** That the CITY will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to

furnish the ASSOCIATION with quantities of water required by the ASSOCIATION. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or supply of water available to the CITY and is otherwise diminished over an extended period of time, the supply of water to the CITY consumers shall take priority. In the event of an extend shortage the ASSOCIATION's consumers, supply would be necessarily reduced or diminished.

3. **Annexation of Land by Aztec:** In the event that the CITY should annex land, and said annexed land includes in its boundaries customers of the ASSOCIATION, then the CITY shall have the right to purchase the line and all rights of the ASSOCIATION in the annexed area. This right shall be exercised by notice in writing to the ASSOCIATION's business address six months prior to annexation. The price for said purchase shall be mutually agreed upon by the parities prior to annexation. If the parties fail to agree on the purchase price, then the provisions of Paragraph 6 as to arbitration shall be applied. If the CITY elects not to purchase the water system and rights of the ASSOCIATION in the annexed area, then it further agrees not to compete in any manner with the ASSOCIATION in the sale of water in the annexed area.

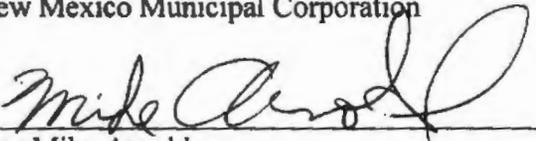
CITY further agrees not to sell water to any water system which might compete with the ASSOCIATION in the particular area served by the ASSOCIATION.

4. **Regulatory Agencies:** That this contract is subject to such rules and regulations or laws as may be applicable to similar agreements in the State of New Mexico and the CITY and the ASSOCIATION will collaborate in obtaining such permits, certificates or the like, as may be required to comply with new laws and regulations that may occur.
5. **Successor to the ASSOCIATION:** That in the event of any occurrence rendering the ASSOCIATION incapable of performing under this contract, any successor of the ASSOCIATION, whether the result of legal process, assignment or otherwise, shall succeed to the right of the ASSOCIATION hereunder.
6. **All Terms of Previous Documents Rescinded:** This agreement contains all the appropriate and essential provisions of all previous documents memorializing the agreement between the CITY and the ASSOCIATION and therefore the approval of this agreement rescinds all previous terms, contained in those documents, not expressly ratified in this Water Purchase and Lease Agreement.

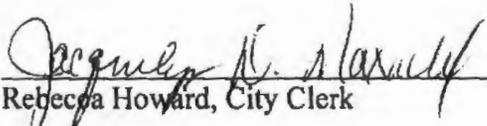
This Contract shall be effective for the water consumption billing issued subsequent to the approval and ratification by the governing bodies of both parties and stated herein.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

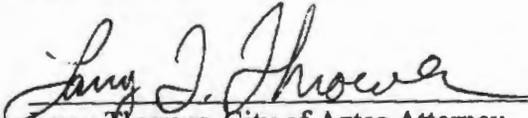
CITY OF AZTEC, NEW MEXICO
A New Mexico Municipal Corporation

By: 
Mayor Mike Arnold

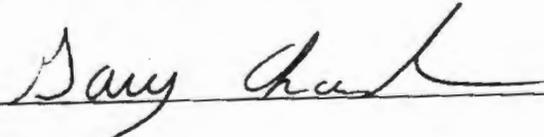
ATTEST:


Rebecca Howard, City Clerk

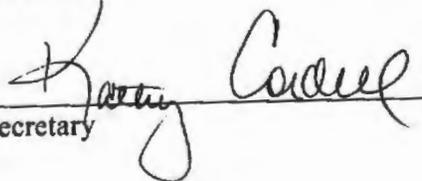
APPROVE AS TO FORM:


Larry Thrower, City of Aztec Attorney

FLORA VISTA WATER USERS ASSOCIATION, INC.

By: 

ATTEST:


Secretary

**WATER PURCHASE CONTRACT
BETWEEN
FLORA VISTA WATER USERS ASSOCIATION
AND
CITY OF AZTEC**

AMENDMENT #1

This amendment to the contract dated December 13, 2006 is entered into this 28th day of September, 2010 effective immediately for the sale and purchase of water between the CITY of Aztec, New Mexico, a New Mexico Municipal Corporation, hereinafter referred to as CITY, and Flora Vista Water Users Association, Inc., hereinafter referred to as the ASSOCIATION.

1. Rates and Payment Date: To pay the CITY not later than fifteen (15) days from the mailing date of the billing for water delivered during the preceding month at the rate of \$2.30 per 1,000 gallons for all water furnished to the ASSOCIATION.
2. Prior Agreements: It is understood and agreed that this amendment modifies or supplements the prior agreement only as expressly set forth in this Amendment. The Water Purchase Contract entered into by the parties on December 13, 2006 shall therefore remain in full force and effect and the parties shall continue to be bound by their terms.

This Amendment shall be effective for the water consumption billing issued subsequent to the approval and ratification by the governing bodies of both parties and stated herein.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

CITY OF AZTEC, NEW MEXICO
A New Mexico Municipal Corporation

By: Sally Burbridge
Mayor Sally Burbridge

ATTEST:

Rebecca M. Howard (for)
Rebecca Howard, City Clerk

APPROVE AS TO FORM:

Larry J. Thower
Larry Thower, City of Aztec Attorney

FLORA VISTA WATER USERS ASSOCIATION, INC.

By: Peter W. Deuffert

ATTEST:

David R. Brannaman
Secretary



Staff Summary Report

MEETING DATE: July 9, 2019
AGENDA ITEM: V. CONSENT AGENDA (D)
AGENDA TITLE: Finance Department Record Destruction

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval of Finance Department Record Destruction
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Resolution 2019-1133 Designating the New Mexico Municipal Records and Retention Schedule was approved on May 14, 2019.
- Prior to the final destruction of any city document, Commission approval must be obtained.
- If approval is obtained the documents will be shredded. The Destruction Form will be signed and held by the City Clerk.

Documents to be Destroyed

- Destruction of Finance Department records (**information only** – does not require City Commission approval, Resolution 2010-850 Authorizing Destruction of Hard Copy Records Once Digitally Archived, November 23, 2010):
 - FY2018 (July 2017 – June 2018) Accounts Payable records – records have been scanned and electronic records will be retained. Paper documents to be destroyed include check stubs with invoices and purchase authorization documentation for all City bank accounts; EFT transmission and authorization.
 - Budget Work papers (FY15), electronic documents retained
 - Payroll Journals, October 2011 - December 2012, electronic documents retained
 - CRS Reports to NM Taxation & Revenue, July 2017 - December 2018, electronic documents retained
- Destruction of the following Finance Department records **requiring** City Commission approval. Records are NOT scanned but have met record retention requirements:
 - Journal Entries (FY15) Journal vouchers for correction of errors of previously posted/recorded transactions – retention period 3 years after close of accounting period

- CRS Reports to NM Taxation & Revenue, July 2008 – June 2013, retention period 3 years after collection/payment

PROCUREMENT

- None Required; paper shredding service cost estimated at \$200

FISCAL IMPACTS

- Due to the volume of paper to be destroyed, the Finance Department will contact a firm specializing in document destruction. Funds were included in the FY20 Finance Department budget specific to this purpose.

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Destruction of Finance Department Documents

Staff Summary Report

MEETING DATE:	July 9, 2019
AGENDA ITEM:	V. CONSENT AGENDA (E)
AGENDA TITLE:	RFP 2019-696 Utility Bill Print & Mail Services

ACTION REQUESTED BY:	Utility Administration, Finance Departments
ACTION REQUESTED:	Award of RFP 2019-696
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The City began using utility bill printing and mailing services in 1999. The most recent contract was awarded in May 2015 to Postal Pros Inc. The term of the existing agreement expired June 30, 2019.
- The City anticipates an average printing of 3,300 utility statements per month. The proposal requested the offeror to provide dynamic, two-color, duplex printing (lasering) of statements, page-two of statements, and delinquent notices, if applicable, inserting statements, with remittance envelope and occasional additional inserts, prepare for mailing, and mailing the statements obtaining the best postage rate possible. This process is required on a monthly basis with a 24 hour mail out, turn-around guarantee.
- Twice a year, the city prepares a file for business tax renewals. These files are prepared separately and will be in pdf format. File will be transmitted using an electronic file transfer. The volume for each mailing is approximately 700 statements. These mailings will include a return envelope and may include an insert. The renewal statements include a remittance stub located at the bottom of the statement.

PROCUREMENT

- Request for Proposals, RFP 2019-696 Utility Bill Print and Mail Service, was issued on May 15, 2019. One addendum was issued responding to questions submitted to clarify City requirements for the proposals. Proposals were opened June 3, 2019.
- Four proposals were received, reviewed and determined to be responsive. The proposals were received from Data Prose (Coppell, Texas), The Data Center (Salt Lake City, Utah), The Master's Touch (Spokane, Washington) and Postal Pros Inc. (Albuquerque NM).
- The five member evaluation committee independently reviewed and scored the proposals. The evaluation summary is included as support documentation.
- Postal Pros, Inc. was determined by the committee to provide the best value for the City, both in terms of cost and service to be provided.
- The term of the agreement, if the RFP is approved by City Commission, is a maximum of four years. The initial term of the contract will be one (1) year with an option of three (3) automatic one year renewals.

FISCAL IMPACTS

- Postal Pros cost proposal for first year of agreement, compared to current agreement which terminates June 30, 2019:
 - Two-color printing front and back billing statements, carrier envelopes and remittance envelopes
 - FY19 .152 each
(no change in service cost from July 2015 – June 2019)
 - FY20 .1625 each
- The increase in price, for the basic print and mail services, is approximately \$500 for FY20. Postage costs are based on rates established by US Postmaster. The FY20 preliminary budget anticipated an increase in cost and sufficient funds will be available to meet the financial commitment of the award of this RFP.

SUPPORT DOCUMENTS: RFP 2019-696 Evaluation Summary

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Award of RFP 2019-696 Utility Bill Print and Mail Services to Postal Pros, Inc. and authorize the City Manager to execute the service agreement.



**City of Aztec
RFP 2019-696
Utility Bill Printing and Mail Services
Scored Evaluation Tabulation**

Evaluation Criteria>

**Approach to Work
Max Points: 125**

**Experience and Performance
Max Points: 85**

**Qualifications
Max Points: 85**

Evaluator # >	1	2	3	4
Data Prose	121	100	80	120
The Data Center	115	90	80	120
The Master's Touch	120	95	115	120
Valli Information dba Postal Pros	123	120	120	120

1	2	3	4
68	70	80	80
75	75	70	80
75	75	75	80
85	80	85	82

1	2	3	4
68	75	85	80
80	75	70	80
80	70	75	80
85	80	85	82

Evaluation Criteria>

**Samples of Work
Max Points: 50**

**Proposal Responsiveness,
Completeness & Clarity
Max Points: 30**

**Cost Proposal
Max Points: 125**

Evaluator # >	1	2	3	4
Data Prose	40	40	40	45
The Data Center	40	40	40	40
The Master's Touch	35	40	40	42
Valli Information dba Postal Pros	50	50	50	48

1	2	3	4
23	20	25	25
25	20	20	25
29	19	28	25
29	28	25	28

1	2	3	4
125	125	125	125
117.58	117.58	117.58	117.58
124.41	124.41	124.41	124.41
121.79	121.79	121.79	121.79

Evaluation Criteria>

**NM Preference
Max Points: 50**

**Total Points
Max Points: 550**

**Proposal Evaluation
Score Average**

Evaluator # >	1	2	3	4
Data Prose	0	0	0	0
The Data Center	0	0	0	0
The Master's Touch	0	0	0	0
Valli Information dba Postal Pros	24.75	24.05	24.4	24.15

1	2	3	4
445	430	435	475
452.58	417.58	397.58	462.58
463.41	423.41	457.41	471.41
518.54	503.84	511.19	505.94

Rank	
446.25	3
432.58	4
453.91	2
509.878	1

Staff Summary Report

MEETING DATE:	July 9, 2019
AGENDA ITEM:	V. CONSENT AGENDA (F)
AGENDA TITLE:	Aztec Roping Club Agreement

ACTION REQUESTED BY:	Jeff Blackburn
ACTION REQUESTED:	Approve Aztec Roping Club Agreement
SUMMARY BY:	Jeff Blackburn

PROJECT DESCRIPTION / FACTS

FACTS:

- The agreement will be in place for a five year period, expiring July 8, 2024.
- Upon conclusion of the staff and Roping Club representatives will review and decide if a further partnership is acceptable.
- This agreement will be reviewed annually by staff.
- This is a standard agreement between the City and Aztec Roping Club.

The Aztec Roping Club is a local organization with strong ties in the community. They have long brought organized roping events to the Aztec area. The organization plans to have regular roping events annually.

This group has been in existence since 1960's and has organized events regularly throughout that time without a major incident.

FISCAL IMPACTS

Aztec Roping Club events attract participants from areas around the Four Corners Region. The Association believes that the desire for this type of outdoor recreation is strong now and in the future. They currently have a waiting list for membership requests, and continue to have large amounts of participants at their organized events. The roping events at Riverside Park have a positive impact on the local economy by attracting participants who will need fuel, food, and lodging services.

SUPPORT DOCUMENTS:	Agreement, Home & Work telephone numbers & mailing addresses of Aztec Roping Club officer(s), Proof of Insurance, map
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Aztec Roping Club Roping Arena Operation Agreement.
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AGREEMENT

AZTEC ROPING CLUB

THIS AGREEMENT, made and entered into this July 8, 2019 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and Aztec Roping Club, an incorporated Association, Non-profit Organization, party of the second part, hereinafter referred to as the ASSOCIATION.

SECTION 1: Association Responsibilities.

1. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof.
2. The Association shall maintain the arena surface in a manner that will provide the safest possible conditions for the designated activities.
3. The Association will pay for electric utility services. The City's Utilities office must be notified for the connection of electric service prior to the start of the season and for disconnection at the end of the season
4. The Association shall clean up all litter and debris in and around the designated areas after field usage (i.e. bleachers, concession stand interior and exterior, and parking lot) including horse manure from the parking areas and roadways within Riverside Park (City ord. Sec.5-433, Chapter 5, pg. 21).
5. Provide to the Parks and Recreation Director:
 - 1) Two (2) weeks prior to the start of the regular season, a list of all officers, home and work telephone numbers, email addresses and mailing addresses. This should include a designated primary contact for the Association; and
 - 2) A copy of all practice schedules; and
 - 3) An event schedule two (2) weeks prior to the start of the roping season; and
 - 4) Annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars combined single limit. The City of Aztec must be named as an additional insured on the policy. No cancelation of the policy of insurance is valid as to the City without the City being given 30 days notice.
UTILITIES WILL NOT BE TURNED ON FOR EVENTS UNTIL INSURANCE DOCUMENTATION IS RECEIVED!
6. Maintain all facilities during the roping season including, but not limited to the following: 1) Bleachers;

- 2) Fencing;
 - 3) Announcement tower;
 - 4) Emptying of trash cans/barrels into provided solid waste dumpsters after roping events; and
 - 5) Controlling weeds within the roping facility;
 - 6) All surplus and/or construction materials must be kept off the City Park property
7. The Association agrees to keep the premises in a manner that will conform to all environmental and health regulations, including the concession stand, at their own expense.
 8. The ASSOCIATION is responsible to obtain all permits and licenses for food handling and sales. All concessions sold shall have the approval and proper permits from the New Mexico Environment Department, and the proper Business License must be obtained from the City of Aztec. A copy of the food service permit and the Aztec business license shall be provided to the City Parks Director annually before the season begins.
 9. Any permanent additions, modifications, or alterations to the concession stand must be approved by the City prior to installation. (see: SECTION 6)

SECTION 2: City Responsibilities.

1. Provide to the Association the use of the facilities during the hours scheduled for use as provide to the Parks and Recreation Director in Section 1.4. The City shall make these facilities available to others when it does not infringe upon the use by Association. Such users will be liable for any damages they cause. In the event of schedule conflicts, the City has the exclusive right in resolving schedule conflicts and use.
2. Maintain the following:
 - 1) Cover the cost of water utilities; and
 - 2) Regular pick-up and emptying of solid waste dumpster.

SECTION 3: Term of Agreement.

1. The agreement is for (5) years to become effective July, 8th, 2019 and shall expire on July, 8th, 2024. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

City of Aztec
201 W. Chaco St

Aztec Roping Club
P.O. Box 522

Aztec, NM 87410

Aztec, NM 87410

SECTION 4: Inspections and Reviews.

1. At the beginning and end of each season the representatives of the City and Association will do a review to:
 - 1) Inspect and document the conditions of the facilities and designated areas of use; and
 - 2) Determine maintenance requirements.
 - 3) Identify needs; and
 - 4) Determine funding requirements of each party

SECTION 5: Maintenance of Facilities in Off Season.

1. After the conclusion of the season of each year, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume complete maintenance of the designated areas. All cleaning or maintenance after this date of each year shall become the responsibility of the City.
1. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit work orders and requests in paper copy to the Parks and Recreation Director. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape, facilities, or grounds before work may proceed.
2. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

SECTION 7: Incurred Expenses.

1. The Association agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.

1. The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

SECTION 9: Termination of Agreement.

1. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provide said breach has not been corrected within ten (10) days of receiving notice of said breach.

SECTION 10: Severability.

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.
3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.

CITY OF AZTEC

AZTEC ROPING CLUB

Mayor

President

ATTESTED

City Clerk

Content Review

City Attorney

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woods Insurance Service 4801 N Butler Ave Ste 12101 Farmington NM 87401		CONTACT NAME: Lisa Epley PHONE (A/C, No, Ext): (505) 326-1111 FAX (A/C, No): (505) 326-3130 E-MAIL ADDRESS: lisa@woodsins.com	
INSURED Aztec Roping Club PO Box 522 Aztec NM 87410		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		101GL009705400	05/02/2019	08/31/2019	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as an Additional Insured

CERTIFICATE HOLDER City of Aztec 201 W Chaco St Aztec NM 87401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Jeff B.

ARC

P.O. Box 522

Aztec, NM 8741

2019 Officer's:

Contact #: Linda Rector 219 N. Newby Lane Bloomfield, NM 87413 (505-632-3996)

President: Mick Ferrari 505-320-2508

Vice-President: Jerry Rector 505-608-4084

Sec/Treas: Linda Rector 505-632-3996

Board Members: One Year

Felipe Arragon 505-634-8201

Greg Stock 505-419-8797

Two Years:

Ernie Jacquez 505-330-3711

Shane Hatch 505-860-5084

Earl North 505-320-3579

Aztec Roping Club 2019

Schedule of Events

June 6th

June 13th

June 20th

June 27th

July 11th

July 18th

August 1st

August 8th

August 16th

August 23rd

August 30th

September 5th

September 12th

September 19th

September 26th

Staff Summary Report

MEETING DATE: July 9, 2019
AGENDA ITEM: X. BUSINESS ITEM (A)
AGENDA TITLE: Intent to Adopt Ordinance 2019-493: Amending Chapter 24 Traffic to Include Using a Handheld Mobile Communication Device as a Violation and Section 1-12 to Include Penalty and Fees for Such Violation

ACTION REQUESTED BY: Mayor Victor C. Snover
ACTION REQUESTED: Approve Intent to Adopt Ordinance 2019-493: Amending Chapter 24 Traffic to Include Using a Handheld Mobile Communication Device as a Violation and Section 1-12 to Include Penalty and Fees for Such Violation

SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

Mayor Snover has requested a cell phone ordinance be adopted by the City of Aztec Commission which makes the using of a handheld mobile communication device while operating a motor vehicle a violation.

PROCUREMENT

None

FISCAL IMPACTS

None

SUPPORT DOCUMENTS: Ordinance 2019-493

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Approve Intent to Adopt Ordinance 2019-493: Amending Chapter 24 Traffic to Include Using a Handheld Mobile Communication Device as a Violation and Section 1-12 to Include Penalty and Fees for Such Violation

**City of Aztec
Ordinance 2019-493**

**Amending Chapter 24 Traffic to Include Using a
Handheld Mobile Communication Device as a Violation and
Section 1-12 to Include Penalty and Fees for Such Violation**

WHEREAS: The Aztec Police and Municipal Courts has reviewed and determined that use of a handheld mobile communication device (cell phone) poses a hazard when operating a vehicle.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2019-493 amends Chapter 24 Traffic and Section 1-12 of Chapter 1 as attached.

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____
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: _____

Sec. 24-25. Handheld Mobile Communication Device.

1. Prohibited.

- 1) No person shall use a handheld mobile communication device while operating a motor vehicle to engage in a call to receive and transmit voice communication; read or view a message or manually type on a handheld mobile communication device for any purpose.
- 2) Violations will be charged a penalty fine and fee as established in Section 1-12 Mandatory Penalty and Fees of Chapter 1 General Provisions.

2. Exemptions.

- 1) The use of a mobile communication device for the sole purpose of communicating with any of the following regarding an emergency situation: an emergency response operator; a hospital, physician's office or health clinic; an ambulance company or corps; a fire department; or a police department.
- 2) The use of a hands-free mobile communication device when being used in a hands free manner.
- 3) The use of mobile communication devices by Police or Emergency Responders while in the course of their duties.

3. Definitions.

Handheld mobile communication device

A wireless communication device that is designed to engage in a call and receive and transmit voice, text or image communication, using at least one hand (or prosthetic device or aid in the case of a physically disabled person).

Operating

In actual physical control of a motor vehicle on a highway or street and includes being temporarily stopped because of traffic, a traffic light or stop sign or otherwise, but operating excludes operating a motor vehicle when the vehicle has pulled over to the side of or off of an active roadway and has stopped at a location in which it can safely remain stationary.

Sec. 1-12. Mandatory Penalty and Fees; Disposition and Use of Fees.

1. Mandatory Penalty. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, the maximum penalty for violation of any municipal ordinance shall be as follows:

- (1) Except for those violations of ordinances described in subsections 1-2 and 1-3 of this section, a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than ninety (90) days or both;
- (2) For violations of an ordinance prohibiting driving a motor vehicle while under the influence of intoxicating liquor or drugs, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) or imprisonment for not more than one hundred seventy-nine (179) days or both; and
- (3) For violations of a industrial user waste-water pretreatment ordinance as required by the United States Environmental Protection Agency, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) a day for each violation.
(Code 2007, 1-12-1)

2. Specific Penalty Schedule. A fine and fee schedule for specific penalties.

(1) *Traffic and Offenses.* In reference to Chapter 12 and 24.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-1	Vehicle Subject To Registration	No	\$56	\$29	\$85
12-1/66-3-4.A	Register and Certificate of Title	No	\$56	\$29	\$85
12-1/66-3-6	Temporary Permit Required	No	\$56	\$29	\$85
12-1/66-3-13	Registration Required	No	\$56	\$29	\$85
12-1/66-3-17	License Tag Expired	No	\$56	\$29	\$85
12-1/66-3-17.A	Registration Renewals/Sticker Only	No	\$56	\$29	\$85
12-1/66-3-17.B	Replacement of Plate	No	\$56	\$29	\$85
12-1/66-3-17.C	Owner Shall Apply & Obtain Replacement Plate	No	\$56	\$29	\$85
12-1/66-3-18	Display of Registration Plates	No	\$56	\$29	\$85
12-1/66-3-19	Renewal of Registration	No	\$56	\$29	\$85
12-1/66-3-23	Registration Address Change	No	\$56	\$29	\$85
12-1/66-3-104	Use Registration Wrong Vehicle	No	\$106	\$29	\$135
12-1/66-3-105 (IPMC 107.6)	Transfer of Ownership	No	\$56	\$29	\$85
12-1/66-3-301	Registration By Non-residents	No	\$56	\$29	\$85

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-401	Operate Vehicle with Special Plate	No	\$56	\$29	\$85
12-1/66-3-701	Bicycles; Effect of Regulations	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-702	Traffic Laws Apply To Persons Riding Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-703	Riding On Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-704	Clinging To Vehicles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-705	Riding On Roadways and Bicycle Paths	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-706	Carrying Articles On Bicycle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-707	Lamps and Other Equipment On Bicycles	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-801	Equipment Violation	No	\$46	\$29	\$75
12-1/66-3-802	When Lighted Lamps Required	No	\$46	\$29	\$75
12-1/66-3-804	Headlamps Required (# Required)	No	\$46	\$29	\$75
12-1/66-3-805	Tail Lamps Required (LP Lamp)	No	\$46	\$29	\$75
12-1/66-3-806	Motor Vehicle To Be Equipped with Reflectors	No	\$46	\$29	\$75
12-1/66-3-807	Stop Lamps & Turns Signals	No	\$46	\$29	\$75
12-1/66-3-810	Color of Lamps - Front/Side/Rear/License	No	\$46	\$29	\$75
12-1/66-3-813	Lamps/Reflectors On Trailers	No	\$46	\$29	\$75
12-1/66-3-824	Lamp/Flag Projecting Load	No	\$46	\$29	\$75
12-1/663-825	Lamps On Parked Vehicles	No	\$46	\$29	\$75
12-1/66-3-827	Stop Lamps / Auxiliary Lamp	No	\$46	\$29	\$75
12-1/66-3-828	Signal Lamps & Devices (Brake Lamps White)	No	\$46	\$29	\$75
12-1/66-3-829	Additional Lighting Equipment	No	\$46	\$29	\$75
12-1/66-3-831	Multiple-Beam Equipment (Dimming)	No	\$46	\$29	\$75
12-1/66-3-834	Number of Driver Lamps Required	No	\$46	\$29	\$75
12-1/66-3-835	Spec Restrict On Lamps (Driving Lights)	No	\$46	\$29	\$75
12-1/66-3-840	Brakes	No	\$46	\$29	\$75
12-1/66-3-841	Improper Height / Handle Bar Mc	No	\$46	\$29	\$75
12-1/66-3-842	M/C Maneuverability	No	\$46	\$29	\$75

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-3-843	Horns and Warning Devices	No	\$46	\$29	\$75
12-1/66-3-844	Mufflers	No	\$46	\$29	\$75
12-1/66-3-845	Mirrors	No	\$46	\$29	\$75
12-1/66-3-846	Obstructed Windshield	No	\$46	\$29	\$75
12-1/66-3-846.1	Tinting on Windshields and Windows	Yes	\$46	\$29	\$75
12-1/66-3-847	Restrictions As To Tire Equipment	No	\$46	\$29	\$75
12-1/66-3-852	Stop Vehicle Interfere with Traffic	No	\$46	\$29	\$75
12-1/66-3-874	Safety Belts Required In Vehicles	No	\$46	\$29	\$75
12-1/66-3-887	Slow-Moving Vehicle Identification	No	\$46	\$29	\$75
12-1/66-3-901	Unsafe Condition – Vehicle	No	\$106	\$29	\$135
12-1/66-3-1003	Off Hwy Motor Vehicle Registration	No	\$56	\$29	\$85
12-1/66-3-1011	Operation On Streets or Highways	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-1012	Movement of off-Highway Vehicles Adjacent To Highway	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-3-1101	Mopeds: Standard, Operator Requirement	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-4-3	Use of Temporary Permits	No	\$56	\$29	\$85
12-1/66-5-2	Drivers Must Be Licensed	No	\$56	\$29	\$85
12-1/66-5-5	Person Not To Be Licensed	No	\$56	\$29	\$85
12-1/66-5-7	Driver's License Class / Exam	No	\$56	\$29	\$85
12-1/66-5-8	Instruction Permit / Temp License	No	\$56	\$29	\$85
12-1/66-5-9	Appl For License / Temp License	No	\$56	\$29	\$85
12-1/66-5-14	No Motorcycle Endorsement	No	\$56	\$29	\$85
12-1/66-5-16	Driver's License Carried/Exhibited On Demand	No	\$56	\$29	\$85
12-1/66-5-18	Altered / Forged / Fictitious License	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-19	Restricted Licenses	No	\$56	\$29	\$85
12-1/66-5-20	Duplicate Licenses	No	\$56	\$29	\$85
12-1/66-5-21	Expiration of License	No	\$56	\$29	\$85
12-1/66-5-22	Driver's License Address Change	No	\$56	\$29	\$85
12-1/66-5-34	No Operation Under Forged License On Suspension	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-37.A	Unlawful Use of License	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-38	False Affidavit Perjury	Yes	Set at	\$29	Set at

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
			Hearing		Hearing
12-1/66-5-39	Driver's License Suspended/Revoked	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-40	Permit Minor To Drive	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-41	Permit Unauthorized Person To Drive	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-59	Commercial Driver's License Required	No	\$56	\$29	\$85
12-1/66-5-205	Vehicle Must Have Insurance	No	\$306	\$29	\$335
12-1/66-5-205.1	Uninsured Motorist/Req Following Accident	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-230	Surrender of License and Registration	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-231	Forged Evidence of Insurance	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-5-409	Unlawful Use of Identification Card	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-4	Obedience To Police Officers	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-6	Authorized Emergency Vehicles	No	\$56	\$29	\$85
12-1/66-7-7	Traffic Laws Apply To Riding/Driving/Animals	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-104	Obedience Traffic Devices (Cover All)	No	\$66	\$29	\$95
12-1/66-7-105	Traffic Control Signal Legend (Lights)	No	\$66	\$29	\$95
12-1/66-7-106	Pedestrian Control Signal	No	\$46	\$29	\$75
12-1/66-7-108	Display Unauthorized Sign	No	\$46	\$29	\$75
12-1/66-7-109	Interfere with Traffic Dev	No	\$66	\$29	\$95
12-1/66-7-201	Duty Accident - Death or Injury	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-202	Accident Involving Damage Vehicle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-203	Duty To Give Information / Render Aid	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-204	Duty Upon Striking Unattended Vehicle	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-205	Duty Upon Striking Fixtures/Other Objects	No	Set at Hearing	\$29	Set at Hearing
12-1/66-7-206	Immediate Notice of Accident	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-7-207	Written Reports On Accident	No	\$66	\$29	\$95
12-1/66-7-208	Driver Unable To Report	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-210	False Report	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-301.A.1	Speeding School Zone	No	\$106	\$29	\$135
12-1/66-7-301.A.2	Speeding 1 To 15 Mph Over	No	\$66	\$29	\$95
12-1/66-7-301.A.3	Speeding 16 To 25 Mph Over	No	\$81	\$29	\$110
12-1/66-7-301.A.4	Speeding 26 Mph and Up	No	\$126	\$29	\$155
12-1/66-7-301.B.1	Speeding Basic Rule	No	\$66	\$29	\$95
12-1/66-7-303.1	Construction Zone	No	\$71	\$29	\$100
12-1/66-7-303.A.4	Construction Zone with Sign	No	\$126	\$29	\$156
12-1/66-7-303.D	Restricted Speed Zone	No	\$66	\$29	\$95
12-1/66-7-305	Minimum Speed	No	\$56	\$29	\$85
12-1/66-7-308	Improper Lane - Wrong Side	No	\$66	\$29	\$95
12-1/66-7-309	Improper Pass - Opposite Direct	No	\$56	\$29	\$85
12-1/66-7-310	Improper Pass - Overtake - Left	No	\$56	\$29	\$85
12-1/66-7-311	Improper Pass - On Right	No	\$56	\$29	\$85
12-1/66-7-312	Limitations On Overtaking On The Left	No	\$56	\$29	\$85
12-1/66-7-313	Further Limit On Driver/Left of Center of Roadway	No	\$56	\$29	\$85
12-1/66-7-314	Hazardous Vehicles Movement/Escort	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-7-315	No Passing Zone	No	\$56	\$29	\$85
12-1/66-7-316	One Way Roadway	No	\$66	\$29	\$95
12-1/66-7-317	Driving On Roadways Laned For Traffic	No	\$76	\$29	\$105
12-1/66-7-318	Following Too Closely	No	\$76	\$29	\$105
12-1/66-7-319	Driving On Divided Highway		\$76	\$29	\$105
12-1/66-7-320	Restricted Access Violation	No	\$56	\$29	\$85
12-1/66-7-321	Controlled Access Violation	No	\$56	\$29	\$85
12-1/66-7-322	Required Position/ Method Turning	No	\$56	\$29	\$85
12-1/66-7-323	Turn On Curve or Crest	No	\$56	\$29	\$85
12-1/66-7-324	Starting Parked Vehicle	No	\$56	\$29	\$85
12-1/66-7-325	Turn Movement & Required Signals	No	\$56	\$29	\$85
12-1/66-7-326	Signals By Hand / Arm or Signal	No	\$56	\$29	\$85

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
	Device				
12-1/66-7-327	Method of Giving Hand / Arm Signals	No	\$56	\$29	\$85
12-1/66-7-328	Fail Yield / Approach Enter	No	\$56	\$29	\$85
12-1/66-7-329	Fail Yield / Turn Left	No	\$56	\$29	\$85
12-1/66-7-330	Vehicles Entering Stop or Yield Intersection	No	\$56	\$29	\$85
12-1/66-7-331	Fail Yield / Enter Private Drive	No	\$56	\$29	\$85
12-1/66-7-332	Operation of Vehicle On Approach of Emergency Vehicle	No	\$106	\$29	\$135
12-1/66-7-332.1	Approach of Oncoming Vehicle: Yield Right of Way	No	\$56	\$29	\$85
12-1/66-7-333	Pedestrian - Violation	No	\$56	\$29	\$85
12-1/66-7-334	Pedestrian – Right-of-Way	No	\$56	\$29	\$85
12-1/66-7-335	Cross - Other Than Crosswalks	No	\$56	\$29	\$85
12-1/66-7-336	School Crossings	No	\$66	\$29	\$95
12-1/66-7-337	Drivers To Exercise Due Care	No	\$56	\$29	\$85
12-1/66-7-339	Pedestrian On Roadways	No	\$56	\$29	\$85
12-1/66-7-340	Pedestrians Solicit Rides/Bus in Roadway	No	\$56	\$29	\$85
12-1/66-7-345	Fail Stop - Stop / Yield Sign	No	\$66	\$29	\$95
12-1/66-7-346	Fail Stop - Alley / Private Drive	No	\$56	\$29	\$85
12-1/66-7-347	Passing School Bus	No	\$106	\$29	\$135
12-1/66-7-349	Stop / Stand / Park Districts	No	\$46	\$29	\$75
12-1/66-7-350	Remove Illegally Stopped Vehicle	No	\$46	\$29	\$75
12-1/66-7-351	Stop / Stand / Parking Prohibited	No	\$35	-	\$35
12-1/66-7-352	Additional Parking Regulations	No	\$35	-	\$35
12-1/66-7-352.5	Unauthorized Use: Penalty (Handicap Parking)	No	\$105	-	\$105
12-1/66-7-353	Unattended Motor Vehicle	No	\$56	\$29	\$85
12-1/66-7-354	Limitation On Backing	No	\$56	\$29	\$85
12-1/66-7-355	Improper Riding - Motorcycles	No	\$56	\$29	\$85
12-1/66-7-356	Helmets Required	No	\$46	\$29	\$75
12-1/66-7-357	Obstructing Drivers View / Mech	No	\$56	\$29	\$85
12-1/66-7-360	Coasting Prohibited	Yes	\$56	\$29	\$85
12-1/66-7-361	Following Fire Apparatus	No	\$56	\$29	\$85
12-1/66-7-362	Crossing Fire Hose	No	\$56	\$29	\$85

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-7-363	Animals On Highway	No	\$101	\$29	\$130
12-1/66-7-364	Put Glass, Etc On Highway	No	\$106	\$29	\$135
12-1/66-7-366	Occupy Moving House Trailer	No	\$56	\$29	\$85
12-1/66-7-367	Improper Opening of Doors	No	\$46	\$29	\$75
12-1/66-7-369.A	Child Restraint Device Required – 1st offense	No	\$66	\$29	\$95
12-1/66-7-369.A	Child Restraint Device Required - 2nd offense	No	\$76	\$29	\$105
12-1/66-7-369.A	Child Restraint Device Required - 3rd offense	No	\$86	\$29	\$115
12-1/66-7-372	Mandatory Seatbelts Law	No	\$56	\$29	\$85
12-1/66-7-374	Texting While Driving	No	\$66	\$29	\$95
12-1/66-7-401	Weight & Size Limitations	No	\$46	\$29	\$75
12-1/66-7-402	Width of Vehicles	No	\$46	\$29	\$75
12-1/66-7-403	Projecting Loads / Passing Vehicle	No	\$46	\$29	\$75
12-1/66-7-404	Height & Length - Vehicles	No	\$46	\$29	\$75
12-1/66-7-405	Minimum Vehicle Size	No	\$46	\$29	\$75
12-1/66-7-406	Special Load Limitations	No	\$46	\$29	\$75
12-1/66-7-407	Improper Load	No	\$46	\$29	\$75
12-1/66-7-408	Trailers & Towed Vehicles	No	\$46	\$29	\$75
12-1/66-7-413.A	Overload Permit	No	\$46	\$29	\$75
12-1/66-7-416.B	Liability For Damage	No	\$106	\$29	\$135
12-1/66-8-2	Improper Use of Registration	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-10	Duplicate or Replacement Registration Plate	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-102	DWI	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-102.D	DWI Aggravated	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-113	Reckless Driving	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-114	Careless Driving	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-115	Racing on Highways	Yes	Set at Hearing	\$29	Set at Hearing
12-1/66-8-120	Parties to a Crime	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-1/66-8-121	Offenses Person Owning/Controlling Vehicle	No	\$66	\$29	\$95
12-1/66-8-138	Open Container In Vehicle	No	\$106	\$29	\$135
12-1/24-25	Use of a Handheld Mobile Communication Device while Operating a Motor Vehicle				
	1 st Offense	No	\$76	\$29	\$105
	2 nd Offense	No	\$151	\$29	\$180
	3 rd Offense	No	\$301	\$29	\$330
	Fines are doubled for violation in an Active School Zone				
12-2	Aiding An Illegal Activity	Yes	Set at Hearing	\$29	Set at Hearing
12-3	Concealing	Yes	Set at Hearing	\$29	Set at Hearing
12-21	Assault	Yes	Set at Hearing	\$29	Set at Hearing
12-22	Battery	Yes	Set at Hearing	\$29	Set at Hearing
12-23	Libel	Yes	Set at Hearing	\$29	Set at Hearing
12-41	Criminal Damage To Property	Yes	Set at Hearing	\$29	Set at Hearing
12-42	Destructing/Defacing of Property	Yes	Set at Hearing	\$29	Set at Hearing
12-43	Tamper with Utilities	Yes	Set at Hearing	\$29	Set at Hearing
12-61	Petty Larceny	Yes	Set at Hearing	\$29	Set at Hearing
12-62	Shoplifting	Yes	Set at Hearing	\$29	Set at Hearing
12-63	Falsely Receive Services	Yes	Set at Hearing	\$29	Set at Hearing
12-64	Fraud	Yes	Set at Hearing	\$29	Set at Hearing
12-65	Receiving Stolen Property	Yes	Set at Hearing	\$29	Set at Hearing
12-81	Worthless Check – Notice	Yes	Set at Hearing	\$29	Set at Hearing
12-82	Worthless Check – Purpose	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-83	Worthless Check – Exception	Yes	Set at Hearing	\$29	Set at Hearing
12-84	Unlawful To Issue Worthless Check	Yes	Set at Hearing	\$29	Set at Hearing
12-85	Intent To Defraud - Worthless Check	Yes	Set at Hearing	\$29	Set at Hearing
12-101	Criminal Trespass	Yes	Set at Hearing	\$29	Set at Hearing
12-102	Wrongful Entry Public Facility	Yes	Set at Hearing	\$29	Set at Hearing
12-103	Wrongful Use of Public Property	Yes	Set at Hearing	\$29	Set at Hearing
12-104	Simple Trespassing	Yes	Set at Hearing	\$29	Set at Hearing
12-105	Idling, Loitering or Prowling	Yes	Set at Hearing	\$29	Set at Hearing
12-121	Disorderly Conduct	Yes	Set at Hearing	\$29	Set at Hearing
12-122	Unlawful Assembly	Yes	Set at Hearing	\$29	Set at Hearing
12-123	Disturbing The Peace	Yes	Set at Hearing	\$29	Set at Hearing
12-124	Obstructing Movement	Yes	Set at Hearing	\$29	Set at Hearing
12-125	Unreasonable Noise	Yes	Set at Hearing	\$29	Set at Hearing
12-127	Disorderly House	Yes	Set at Hearing	\$29	Set at Hearing
12-141	Removal of Barricades	Yes	Set at Hearing	\$29	Set at Hearing
12-142	Open Container	Yes	Set at Hearing	\$29	Set at Hearing
12-161	Unlawful Use of Deadly Weapon	Yes	Set at Hearing	\$29	Set at Hearing
12-162	Negligent Use of a Deadly Weapon	Yes	Set at Hearing	\$29	Set at Hearing
12-163	Unlawful Propulsion of Missiles	Yes	Set at Hearing	\$29	Set at Hearing
12-164	Unlawful Possession of Weapons	Yes	Set at Hearing	\$29	Set at Hearing
12-165	Firing of Rifle or Pistol	Yes	Set at Hearing	\$29	Set at Hearing

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
12-181	Curfew of Minors	Yes	Set at Hearing	\$29	Set at Hearing
12-182	Drinking in Public	Yes	Set at Hearing	\$29	Set at Hearing
12-183	Unlawful Possession of Marijuana	Yes	Set at Hearing	\$29	Set at Hearing
12-184	Obscenity	Yes	Set at Hearing	\$29	Set at Hearing
12-185	Prostitution	Yes	Set at Hearing	\$29	Set at Hearing
12-186	Patronizing Prostitutes	Yes	Set at Hearing	\$29	Set at Hearing
12-187	Indecent Exposure	Yes	Set at Hearing	\$29	Set at Hearing
12-188	Unlawful Possession of Drug Paraphernalia	Yes	Set at Hearing	\$29	Set at Hearing
12-206	Impersonating Public Officer	Yes	Set at Hearing	\$29	Set at Hearing
12-207	False Reports of Crimes	Yes	Set at Hearing	\$29	Set at Hearing
12-208	Resisting or Obstructing an Officer	Yes	Set at Hearing	\$29	Set at Hearing
12-209	Escape from Custody	Yes	Set at Hearing	\$29	Set at Hearing
12-210	False Alarms	Yes	Set at Hearing	\$29	Set at Hearing

(Ord. 2018--485, eff. 2019-Jan-13; Ord. 2018-479, eff. 2018-Jul-18; Ord. 2014-440, eff. 2015-Jan-21; Ord. 2013-428, eff. 2013-Aug-22)

Staff Summary Report

MEETING DATE:	July 9, 2019
AGENDA ITEM:	XI. Quasi-Judicial Hearings (Land Use) (A)
AGENDA TITLE:	OG 19-02 Recompletion "Hydraulic Fracturing" of the Bruington Gas Com C #1R gas well

ACTION REQUESTED BY:	Ben Mitchell Hilcorp Energy Company 382 Road 3100 Aztec, NM 87410
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ACTION REQUESTED:	Approval of OG 19-02 Oil & Gas Modification of an existing gas well in NWNW of Section 26, T30N, R11W 770' FNL, 495' FWL, In the City of Aztec, San Juan County, New Mexico.
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Tax ID No. R0010720

SUMMARY BY:	Steven M. Saavedra, CFM
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PROJECT DESCRIPTION / FACTS

This request seeks approval to recomplete an existing gas well located within Aztec's municipal limits on private property. The proposed site is in the City's southwestern area of Aztec. The technical location is NWNW of Section 26, T30N, R11W 770' FNL, 495' FWL, In the City of Aztec, San Juan County, New Mexico. According to San Juan County Assessors, John Fifield et al. owns the parcel of property where the gas well resides.

The well site information is as follows:

Well Name:	Bruington Gas Com C #1R
Lease No.	Fifield 4176
Existing Pad Area:	0.28 Acres
New Pad Area:	N/A
Total Parcel Area:	160 acres
Building Info:	N/A
Floodplain:	Zone X
Arroyo:	Approximately 425-feet from well pad
Access:	Pepsi Way
Contractor	Baywater Drilling
Formation	Dakota

Ben Mitchell submitted the recompletion application on behalf of Hilcorp Energy Company, located at 382 Road 3100 in Aztec, NM. The application includes, but not limited to: the State of New Mexico OCD permit application, a copy of the oil and gas lease agreement, sites maps, and a noise mitigation plan. The applicant did not include a wildlife or weed mitigation plan (threatened or endangered (T&E), as this is an existing well site. The applicant needs to

provide an updated Certificate of Liability Insurance copy to the City of Aztec pursuant to COA 15-12(14).

The submittal indicated the well location is approximately 903 feet from the nearest commercial structure and 1,011 feet from the nearest residential dwelling unit. Access to the location utilizes existing access easements and Pepsi Way. The submittal indicated primary access from NM State Highway 550 and Pepsi Way. This access point is inside Aztec's municipal limits. During drilling and subsequent operations, all equipment and vehicles need to be confined to the well site and cannot obstruct any access easement or right-of-way.

The recommendation for approval is contingent on the applicant adhering to all of the processes and performance measures described in all mitigation plans, and all other regulations whether they be federal, state, or local in origin. The approval is also conditioned upon the applicant maintaining compliance with the industry's own Standard Best Management Practices and City of Aztec's Oil and Gas regulations. The Community Development Department requires prior notification before construction and drilling of the said well. In addition, a site visit during the construction of recompletion from the Hilcorp Energy Company is required to ensure all mitigation plans and conditions of approval are met during and after construction. Community Development does not feel landscaping is necessary, as a result of the location, lack of visibility from the right-of-way, and no future development plans in the near future. However, Community Development is concerned with drilling noise in and around the well pad. The Community Development Department does not object to this application, OG 19-02 a request to modify an existing gas well at the prescribed location and recommends approval, with the following conditions:

1. The development must adhere to all of the processes and performance measures described in submitted documents, including the Surface Use Plan of Operations and Surface Reclamation Plan, as well as all other applicable regulations promulgated by federal, state and local jurisdictions;
2. The applicant needs to notify the Community Development Department before construction, drilling, and recompletion for the said well commences;
3. Provide the Community Development Department with an updated Certificate of Liability Insurance pursuant to COA 15-12(14) within five (5) days after July 9, 2019, Public Hearing;
4. The applicant needs to reinstall the fence surrounding the well pad, with the screening slats once recompletion is concluded pursuant to this application;
5. The applicant needs to adhere to the submitted Noise Mitigation Plan. Additionally, onsite construction and drilling operation hours need to be from 7:00 AM to 7:00 PM and limited to Monday through Friday, because of the sensitivity of residential units within 1,011-feet from the well pad and 2,500-feet from the Presidential Inn Suites Hotel

SUPPORT DOCUMENTS:

1. Application
 - a. Maps prepared by the applicant & staff
 - b. OG 19-02 Application
 - c. Hilcorp Energy Company's Mitigation Plans
-

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve OG 19-02, a Gas Well named Bruington Gas Com C #1R gas well, submitted by Ben Mitchell, on behalf Hilcorp Energy Company, with staff's recommended conditions 1 to 5.

**CITY OF AZTEC
OIL & GAS PERMIT APPLICATION**

Hilcorp Energy Company

**Bruington Gas Com C #1R
API# 3004533532**

Dakota Recomplete to Mesaverde

NWNW of Section 21, T30N, R11W
770' FNL, 495' FWL
San Juan County, New Mexico



CITY OF AZTEC OIL & GAS APPLICATION

Permit #: OG1902 Date Started: 6-10-19 Date Approved: _____ Fees Paid: 510.00 *Edm*

APPLICANT CONTACT INFORMATION

Name of Operator: Hilcorp Energy Company
Address: 382 Road 3100
Contact Name: Ben Mitchell
Phone: 505-564-5179
Email: bemitchell@hilcorp.com
Name of Lease/Owner: Fifield Lease

WELL INFORMATION

Well Name: Bruington Gas Com C #1R
API #: 30-045-33532
Type of Lease: Fee
Lease Number: "Fifield" 4176
Depth: 6,985'
Formation: Dakota
Location: Unit D, Section 21, T30N-R11W, San Juan County, NM
Type of Work: Mesaverde Recompletion
Contractor: Baywater Drilling
Proposed Work Dates: Estimated July 2019

WELL LOCATION

Address: Unit D, Section 21, T30N-R11W, San Juan County, NM
Tax ID: R0010720
Parcel Size (acres): 160 acres
Zone District: _____
Flood Plain: _____ YES NO
Existing Pad Area: 350' x 250'
Well Pad Area (sqft): New Pad/ Expansion: N/A
Total Pad Area: 2.0 acres
Setbacks: Building: N/A
Arroyo: N/A

WELL FEATURES

Feature	Existing	New	Removed
Compressors (specify whether electric or gas):			N/A
Meter House:	X		
Separators:	X		
Valves:	X		
Evaporative Tanks:			N/A
Production Tanks:	X		
Reserve Pits:			N/A
Pump Jacks:	X		
Sound Enclosures:	X		

DOCUMENTATION

	Yes	No	N/a
Owner Verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed Site Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Weed/Vegetation Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Load Calculation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Visual Mitigation Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wildlife Mitigation Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Noise Mitigation Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dust/Access Mitigation Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Original Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surface Damage/ROW Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APD Sundry Notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C-144	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Elevation Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Land Use Hearing Application (Variance, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Business License Application	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPLICANT SIGNATURE

I, Ben Mitchell representing Hilcorp Energy Company 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: *Ben Mitchell*

Date: June 10, 2019

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 + \$500 Oil & Gas Fee = **Total \$510**



Bruington Gas Com C 1R - Site Plan



Legend

- SJB Land Parcels
- Enterprise Conventional Plants
- Enterprise Conventional Comp
- Enterprise Conventional Pipeli
- Hilcorp Operated Pipeline
- Hilcorp Operated Waterline
- Hilcorp Operated Pipeline
- Harvest Operated Pipeline
- Catholic 2008
- CO Water Wells
- Hydrogeologic
- POD Waters
- Wetlands
- Waterways

Notes

- Current Facility
- Existing Visual Screen Fence
- No Utility Easements
- Drainage Plan N/A
- Pipeline ROW

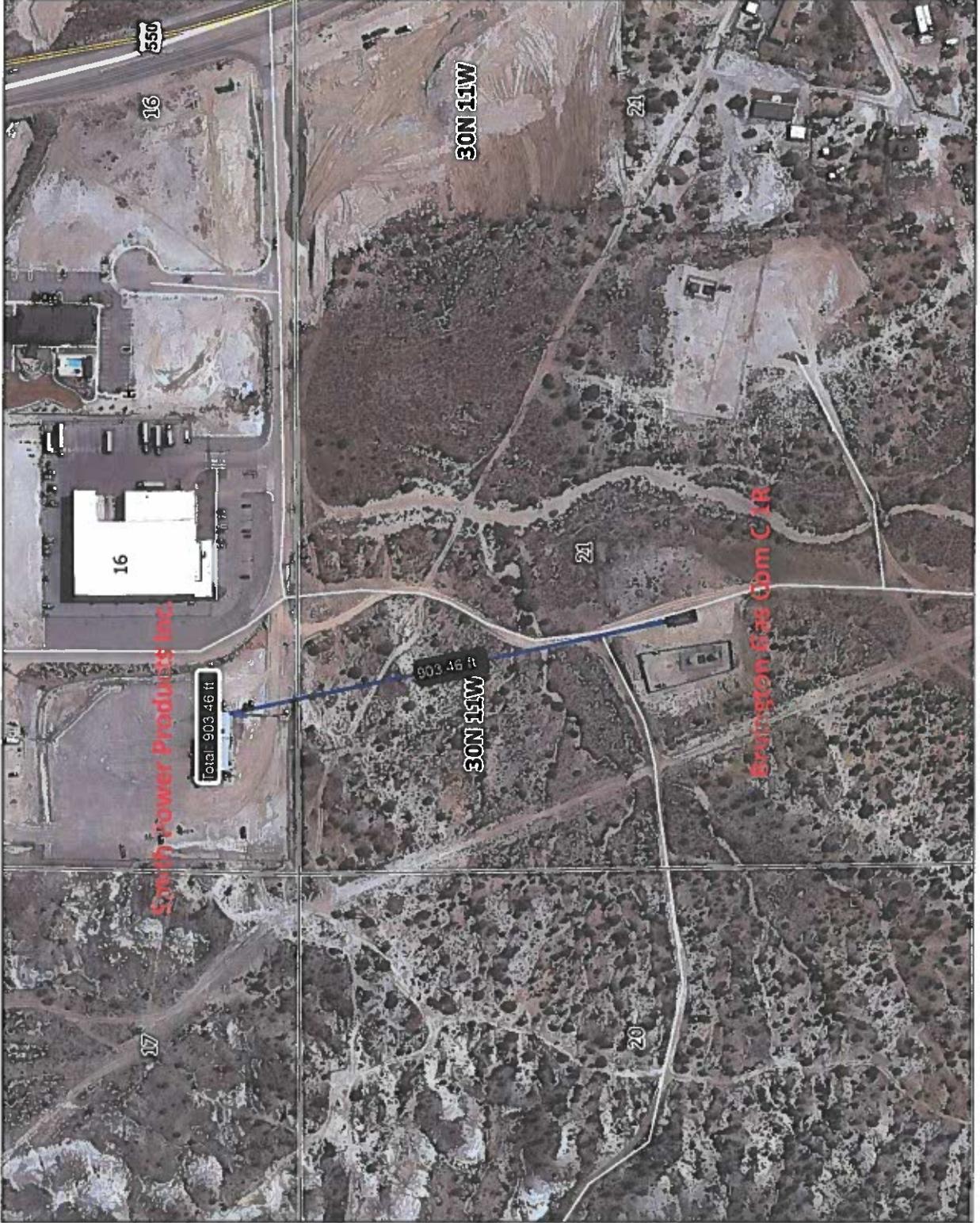


This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.



Bruington Gas Com C 1R Distance to Nearest Business

Legend



Notes

Distance to Smith Power Products Inc.: 903 feet



This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

1:3,511

0.1 Miles

0.06

0

0.1

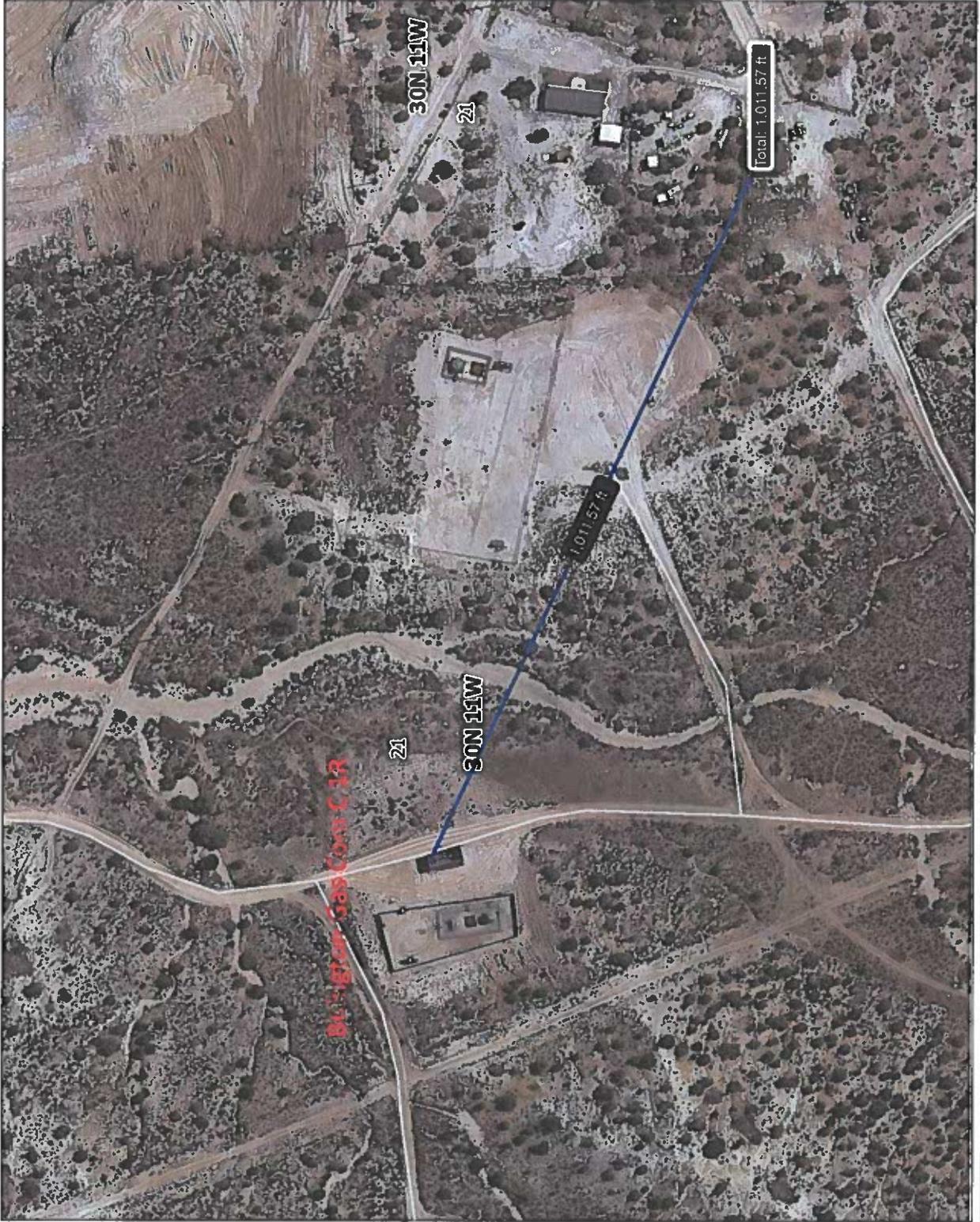
NAD_1927_StatePlane_New_Mexico_West_FIPS_3003

© Hilcorp



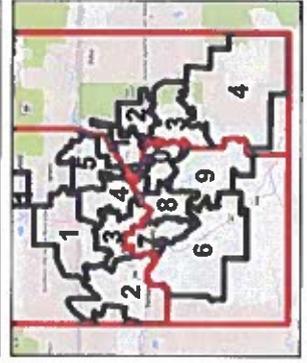
Bruington Gas Com C 1R Distance to Nearest Residence

Legend



Notes

Distance to Nearest Residence:
1,011 feet



This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

1:2,344 Å

0.1 Miles

0.04

0

Hilcorp Energy Company

Bruington Gas Com C #1R

Weed & Disturbance Plan

All rig work will occur on the existing pad utilizing existing access roads, thus no weed mitigation measures are necessary in this case.

Hilcorp Energy Company

Bruington Gas Com C #1R

Visual Mitigation Plan

- This well location is an existing location; thus, the facility siting and design is already in place and is not at issue in this application
- All rig work will be performed on lease and within the existing disturbed area as detailed via landowner agreement.
- No new access roads will be created to access the well.
- The facility is surrounded by existing vegetation as well as a visual screening fence around the location

The location is not visible by the general public. It is located on private surface and is not visible from the highway or city roads and the location already has a substantial visual screen. Thus, no additional visual screening practices should be required for this site.

Visual screening fence and panels will be removed prior to work to allow for staging of equipment and access to wellhead. Subsequent to the project the visual screening fence and panels will be reconstructed in the same manner as existing.

Hilcorp Energy Company

Bruington Gas Com C #1R

Wildlife Mitigation Plan

All rig work will occur on the existing pad utilizing existing access roads, thus no new wildlife habitat will be impacted.

Hilcorp Energy Company

Bruington Gas Com C #1R

Noise Mitigation Plan

This recomplete project will be conducted in a manner that makes “the least noise possible,” as directed under the Sound Emissions section of the City Code (Section 15-25). Under the Code, the recomplete project described in this application is considered an “intermittent operation.”

There are no residences or businesses within 400 feet of the well, thus noise is unlikely to impact nearby residents. The closest residence is 1,011 feet away from the wellhead; the nearest business is 903 feet from the wellhead.

The following additional measures will be implemented by Hilcorp to reduce the noise emitted:

- Truck traffic will follow posted speed limits and avoid engine braking within city limits
- Onsite recomplete operations requiring large diesel engines to operate at more than an idle will be limited to the hours of 6AM-9PM

Noise emitted in the course of this recomplete will include three phases:

(1) Well preparation

Example sources of noise:

- Construction Work – Sounds of machinery capable of removal of equipment and fencing from location. Backhoe, large trucks, cutters, grinders, truck mounted air compressors
- Workover rig – large diesel engine and drawworks
- Pipe movement – clanging metallic sounds
- Trucks to move equipment – sound of large trucks plus occasional pumping sounds or winch noises
- Flowback and cleanout noise – varying intensity of wind-howling type of noise somewhat comparable to the sound of a leaf blower but higher volume
- Traffic and crew trucks – standard pick-up truck operation

(2) Recompletion

Example sources of noise:

- Diesel engines on equipment– large diesel engines and pumps operating at load and varying intensity
- Sand hauling trucks– large truck operation and sand transfer
- Nitrogen transport trucks – large truck operations
- Water hauling trucks– large truck operation and water transfer
- Traffic and crew trucks – standard pick-up truck operation

(3) Cleanout and return to production

Example sources of noise:

- Workover rig – large diesel engine and drawworks
- Pipe movement – clanging metallic sounds
- Trucks to move equipment – sound of large trucks plus occasional pumping sounds or winch noises
- Flowback and cleanout noise – varying intensity of wind-howling type of noise somewhat comparable to the sound of a leaf blower but higher volume
- Traffic and crew trucks – standard pick-up truck operation
- Construction Work – Sounds of machinery capable of installation of equipment and fencing at location. Backhoe, large trucks, cutters, grinders, truck mounted air compressors

Hilcorp Energy Company

Bruington Gas Com C #1R

Dust Control

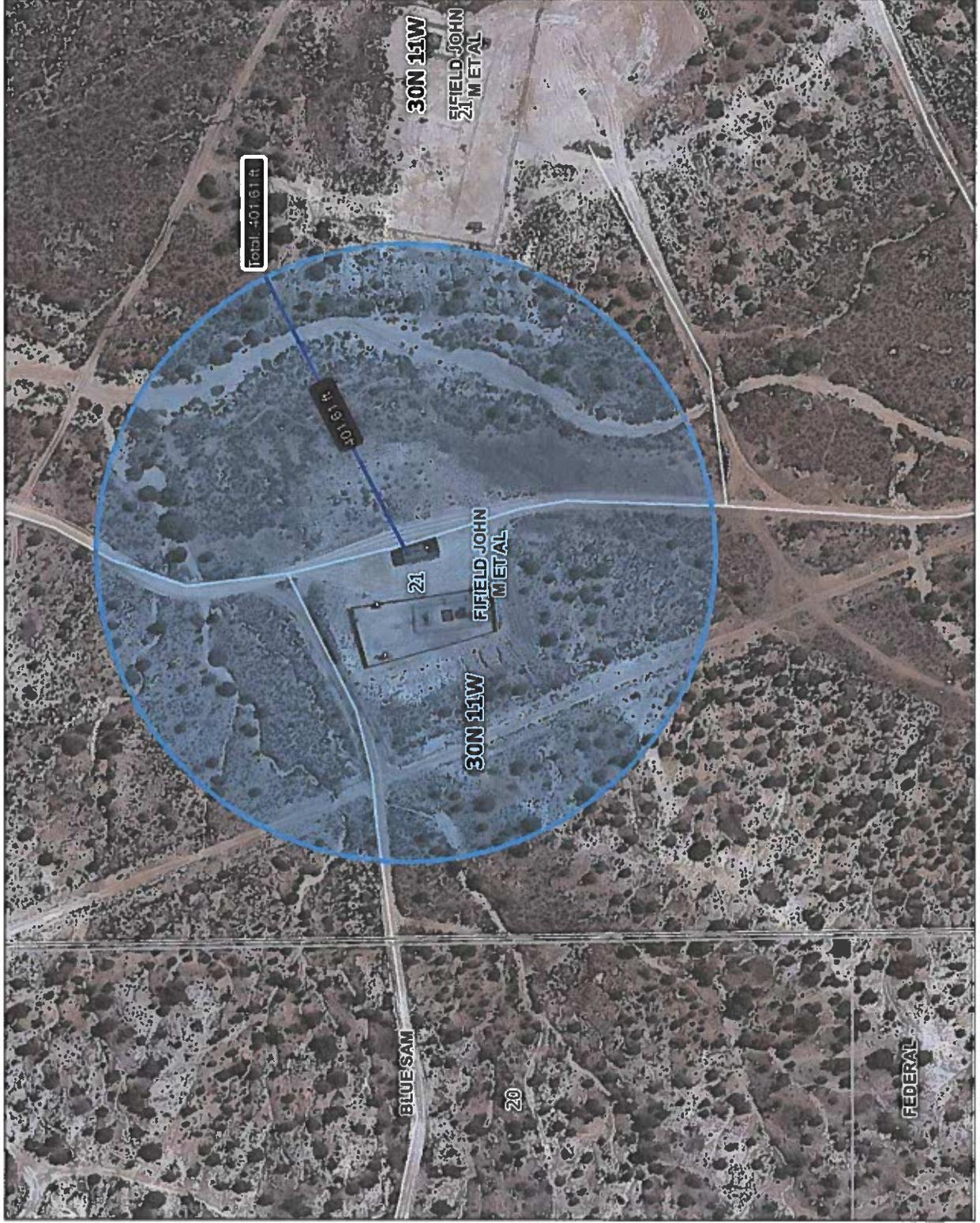
Primary access to the well will be via existing roads, primarily paved, with approximately 750' of non-paved road leading to location across fee surface. No residences or businesses are in route to the well location on non-paved portion of road.

To maintain dust control, the non-paved access roadway will be watered with freshwater using a sprinkling truck system as needed.

Additionally, dust control measures will be implemented, on non-paved portion of access, through speed reduction on roads within city limits.



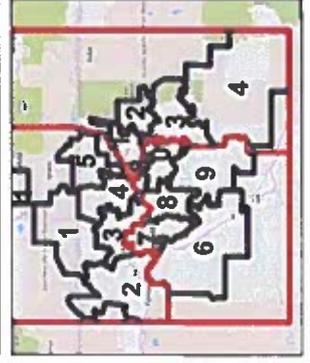
Bruington Gas Com C 1R Landowners within 400 feet of Well



Legend
 SJB Land Parcels

Notes

Distance to Nearest Residence:
 1,011 feet



This map is to be used for Hilcorp or Harvest purposes only.
 Not survey quality.

1:2,268

0.1 Miles

0.04

0

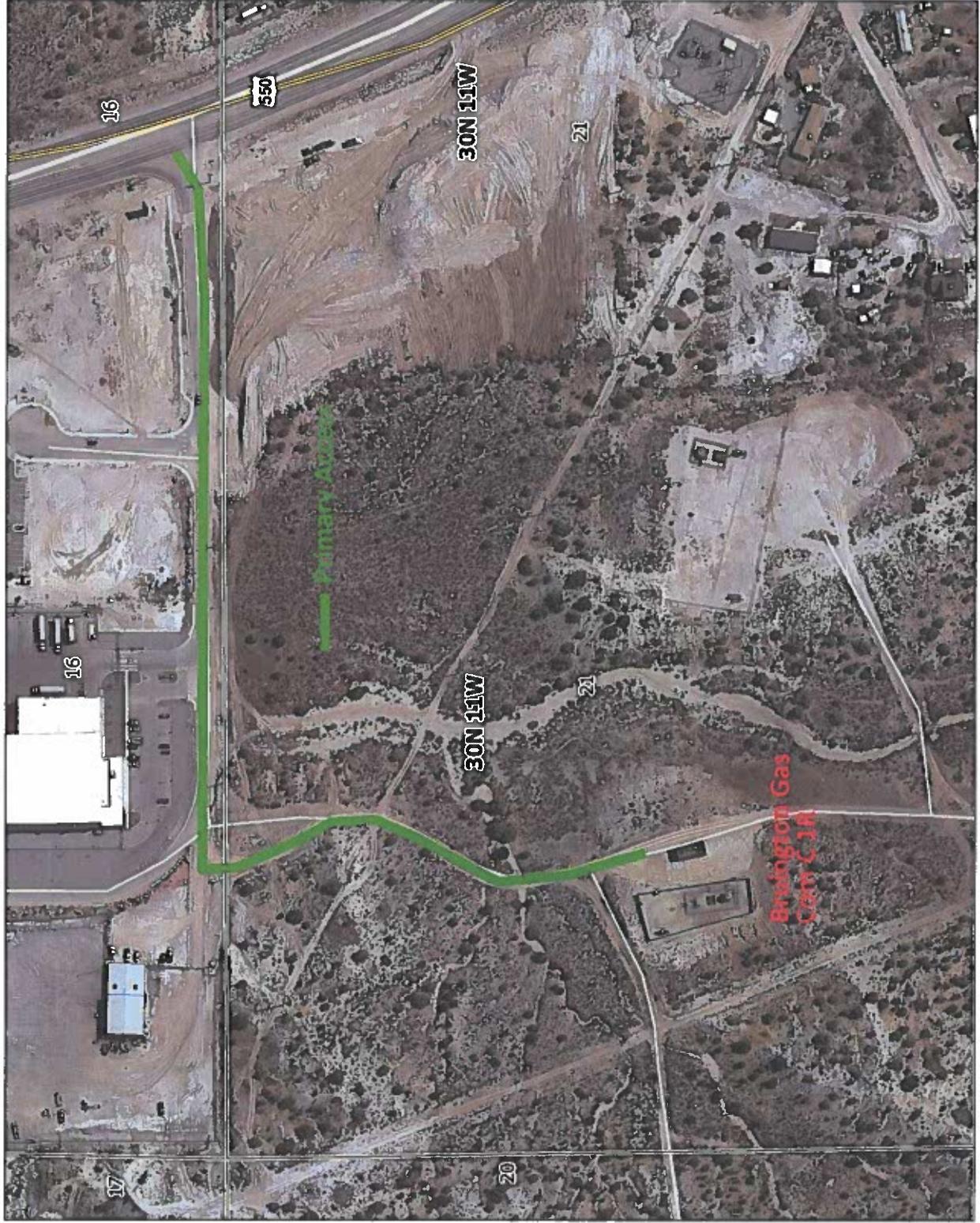
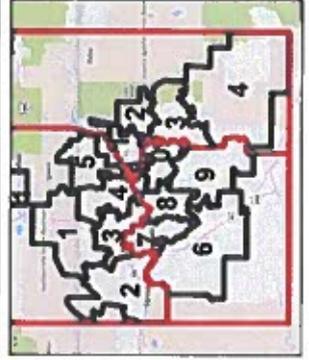
0.1



Bruington Gas Com C 1R - Access Route

Legend

Notes



This map is to be used for Hilcorp or Harvest purposes only.
Not survey quality.

1:2,909 Å

0.1 Miles

0.05

0

0.1

NAD_1927_StatePlane_New_Mexico_West_FIPS_3003
© Hilcorp

REC'D SAN JUAN
NOV 10 2005

MEMORANDUM OF SURFACE DAMAGE AGREEMENT AND RELEASE

THIS MEMORANDUM OF SURFACE DAMAGE AGREEMENT AND RELEASE, dated effective this 26th day of October, 2005 is by and between John M. Fifield, a married man dealing in his sole and separate property, 7508 Derickson NE, Albuquerque, NM 87109; Marilyn I. Fifield, a single woman, 8502 Aztec NE, Albuquerque, NM 87111; and Lynn F. Zoller, a married woman dealing in her sole and separate property, 6135 South Eudora Way, Centennial, CO 80121 (hereinafter "Grantor", whether one or more) and XTO ENERGY INC., whose address is 2700 Farmington Avenue, Building K, Suite 1, Farmington, New Mexico, 87401 (hereinafter "Grantee").

Grantor, in consideration of the covenants and agreements and other good and valuable consideration contained in that certain unrecorded Surface Damage Agreement and Release ("Agreement") dated concurrently herewith, has granted and does hereby grant unto Grantee certain rights to enter upon and use certain lands ("Property") located in the County of San Juan, State of New Mexico, as further described below, for the purpose of access to and from oil and gas leases it owns and operates underlying and in the vicinity of the Property, for well location, pipeline and power line and for other facilities related to its conduct of operations associated with the following well:

Township 30 North, Range 11 West, NMPM
Section 21: NW/4NW/4
San Juan County, New Mexico
Well Name: Bruington Gas Com 'C' #1R

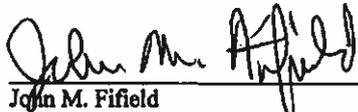
The Property is subject to all of the terms and conditions of the Agreement, reference to which may be made for a complete statement of rights and obligations of Grantor and Grantee. Should there be any discrepancy between this Memorandum of Surface Damage Agreement and Release, and the Agreement, then the Agreement shall control.

Copies of the Agreement may be found at the above indicated addresses of the parties and inspected during regular business hours by any party having an interest that is or may be subject to its terms. This Memorandum of Surface Damage Agreement and Release may be executed in any number of counterparts and shall be binding upon all parties executing the same or a counterpart hereof. All the terms, conditions and covenants of the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Surface Damage Agreement and Release effective the date first above written.

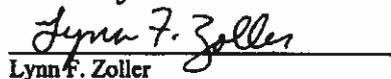
GRANTOR:

GRANTEE:
XTO ENERGY INC.


John M. Fifield


Edwin S. Ryan, Jr. *ES*
Senior Vice President - Land


Marilyn I. Fifield


Lynn F. Zoller

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO }

The foregoing instrument was acknowledged before me on this 26th day of October, 2005 by John M. Fifield, a married man dealing in his sole and separate property, personally known to me who acknowledged before me that he executed the foregoing instrument for the uses and purposes set forth herein.

WITNESS my hand and seal.

My Commission Expires:
8/10/06

Christina R Lopez
Notary Public



STATE OF NEW MEXICO }
COUNTY OF BERNALILLO }

The foregoing instrument was acknowledged before me on this 31 day of October, 2005 by Marilyn I. Fifield, a single woman, personally known to me who acknowledged before me that she executed the foregoing instrument for the uses and purposes set forth herein.

WITNESS my hand and seal.

My Commission Expires:
11/10/06

[Signature]
Notary Public

STATE OF COLORADO }
COUNTY OF Jefferson }

The foregoing instrument was acknowledged before me on this 7th day of November, 2005 by Lynn F. Zoller, a married woman dealing in her sole and separate property, personally known to me who acknowledged before me that she executed the foregoing instrument for the uses and purposes set forth herein.

WITNESS my hand and seal.

My Commission Expires:
4/8/08

Norma Faller
Notary Public

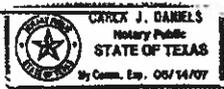
STATE OF TEXAS }
COUNTY OF TARRANT }

The foregoing instrument was acknowledged before me on this 18 day of Nov, 2005, by Edwin S. Ryan, Jr., Senior Vice President - Land of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and seal.

My Commission Expires:

Carla Daniels
Notary Public



SURFACE DAMAGE AGREEMENT AND RELEASE

The undersigned, John M. Fifield, a married man dealing in his sole and separate property, 7508 Derickson NE, Albuquerque, NM 87109; Marilyn I. Fifield, a single woman, 8502 Aztec NE, Albuquerque, NM 87111; and Lynn F. Zoller, a married woman dealing in her sole and separate property, 6135 South Eudora Way, Centennial, CO 80121, (hereinafter "Owner", whether one or more), their successors and assigns, as the owners of an undivided one-third (1/3) interest each, as tenants-in-common, in and to a one-half (1/2) interest in the following described lands, situated in San Juan County, New Mexico, to wit:

A tract of land located in the NW/4NW/4, Section 21, Township 30 North, Range 11 West, N.M.P.M.,

for and in consideration of the sum of [REDACTED] DOLLARS ([REDACTED]) total payment, receipt of which is hereby acknowledged, does hereby release and forever discharge XTO ENERGY INC., 2700 Farmington Avenue, Bldg. K, Suite 1, Farmington, New Mexico 87401 (hereinafter "Operator") its successors and assigns, from all actions, suits, claims and demands for and on account of damages caused by or resulting from operations in connection with the following:

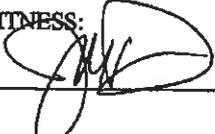
- a. The building of a location site, along with the necessary pits for the drilling, completing, equipping and producing of the BRUINGTON GAS COM 'C' #1R well. Said wellsite has been platted and comprises approximately 2.0 acres.
- b. The use of the existing road and the building of a road for access to the well location site.
- c. The laying of flow lines, power lines, compressor, pumping unit and the setting of tank batteries and other appurtenant equipment on the location site.
- d. Damage payment also covers the time period up to and including the plugging and abandonment of said well, if well proves non-productive. Operator, its successors and assigns will be responsible for the plugging and abandonment of said well.

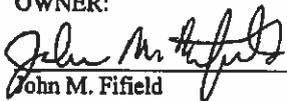
ADDITIONAL PROVISIONS:

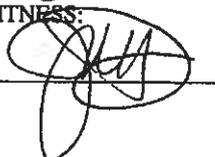
- 1. [REDACTED]
- 2. This agreement is binding upon the successors and assigns of the parties.
- 3. The terms for this written Agreement shall constitute the full agreement between the parties hereto and no modification or amendment of the agreement shall be effective unless made in writing and signed by the parties.

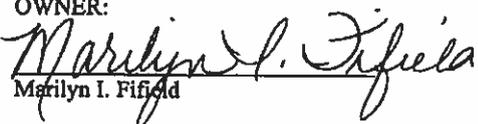
For the same consideration, the undersigned agrees to account to any party that may be entitled to any portion of the aforementioned sum, and to indemnify and hold harmless XTO ENERGY INC., its successors and assigns, from any claim by any other party, for damages to the above-described lands, and the improvements and crops and other things situated thereon.

Executed this 26th day of October, 2005.

WITNESS:


OWNER:

John M. Fifield

WITNESS:


OWNER:

Marilyn I. Fifield

WITNESS:

Kathleen A. Murphy
KATHLEEN A. MURPHY

OWNER:

Lynn F. Zoller
Lynn F. Zoller

OPERATOR:
XTO ENERGY INC.

Edwin S. Ryan, Jr.
Edwin S. Ryan, Jr.
Senior Vice President - Land

OIL AND GAS LEASE

AGREEMENT, made and entered into the Thirtieth day of AUGUST, 1946,
by and between MYRON F. FIFIELD AND WIFE, ERNIE F. FIFIELD

party of the first part, hereinafter called lessor (whether
one or more), and ERLE PAYNE of Midland, Texas, party of the second part, lessee.

WITNESSETH, that the said lessor, for and in consideration of Four Hundred (\$400.00) DOLLARS,
cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part
of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let
unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks,
power station and structures thereon to produce, save and take care of said products, all that certain tracts of land situate in the
County of San Juan, State of New Mexico, described as follows, to-wit:

All of the West Half of the West Half (1/2 1/2) of Section Twenty-
one (21) in Township Thirty (30) North of Range Eleven (11), West of
the New Mexico Meridian, and containing one hundred and sixty (160)
acres, more or less.

It is agreed that this lease shall remain in force for a term of Ten (10) years from this date, and
as long thereafter as oil, gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his well, the equal one-eighth part of all oil produced and saved from the leased premises.
- 2nd. To pay the lessor Two Hundred and Fifty Dollars each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with wells at his own risk and expense.
- 3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of One Hundred and Twenty-five Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the 30th day of AUGUST, 1947,
this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's
credit in the First National Bank at Albuquerque, New Mexico

the sum of Twenty and no/100 (\$20.00) DOLLARS, which shall operate as a rental and cover the
privilege of deferring the commencement of a well for twelve months from said date. In like manner upon like payments or tenders
the commencement of a well may be further deferred for like periods of the same number of months successively. And it is further
understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date
when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other
rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced
on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate
as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same
manner and in the same manner as heretofore provided. And it is agreed that upon the resumption of the payment of rentals, as
above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in
force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the
rentals and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water
from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all machinery and fixtures on said premises, including the right to draw and
remove casing.

Lessee shall offset all wells drilled within 300 feet of any land covered by this lease, and retained hereunder.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed—the covenants
hereof shall extend to the heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assign-
ment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment
of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to part or as to parts of the above described
lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the
rentals or royalties thereon, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said
lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right
at any time to redeem by lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default
of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the 30th day of August, 1946

Witness: Myron F. Fifield (SEAL)
Ernie F. Fifield (SEAL)
(SEAL)
(SEAL)

74301

1747

STATE OF NEW MEXICO.

County of BERNALILLO

ss.

On this 30th day of August, 1946, before me personally appeared MYRON F. FIFIELD AND WIFE, EFFIE F. FIFIELD

In me known to the person 8 described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

H. S. Buchanan
Notary Public.

My commission expires 4-11-47

OIL and Gas Lease

TO

STATE OF NEW MEXICO,

County of Santa Fe

I hereby certify that this instrument was filed for

record on the 26 day of

August, A. D. 1946,

at 9:00 o'clock A., M., and was duly recorded

in Book 125 of Records of

Page 96
Virginia A. Miller
County Clerk

Per H. S. Buchanan Deputy

PRINTED AND FOR SALE BY VALLIANT PRINTING CO. ALBUQUERQUE



CERTIFICATE OF LIABILITY INSURANCE

DATE(M/D/Y)
01/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	EMAIL ADDRESS: 	
INSURED Hilcorp Energy Company 1111 Travis Street Houston TX 77002 USA	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: ACE American Insurance Company 22667	
	INSURER B: Liberty Mutual Insurance Europe Ltd. AAL120855	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570070014941 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR. LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> LOCATION <input type="checkbox"/> OTHER:		HD0G27866268	05/01/2017	05/01/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$3,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H09056105	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION		CSUSA1700710 SIR applies per policy terms & conditions	05/01/2017	05/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WLRC49115969	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570070014941

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Aztec- Community Development Department 201 W. Chaco Street Aztec NM 87410 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
--	--

Submit 1 Copy To Appropriate District Office
 District I - (575) 393-6161
 1625 N. French Dr., Hobbs, NM 88240
 District II - (575) 748-1283
 811 S. First St., Artesia, NM 88210
 District III - (505) 334-6178
 1000 Rio Brazos Rd., Aztec, NM 87410
 District IV - (505) 476-3460
 1220 S. St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
 Energy, Minerals and Natural Resources

Form C-103
 Revised July 18, 2013

OIL CONSERVATION DIVISION
 1220 South St. Francis Dr.
 Santa Fe, NM 87505

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.) 1. Type of Well: Oil Well <input type="checkbox"/> Gas Well <input checked="" type="checkbox"/> Other		WELL API NO. 30-045-33532
2. Name of Operator HILCORP ENERGY COMPANY		5. Indicate Type of Lease STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>
3. Address of Operator 382 Road 3100, Aztec, NM 87410		6. State Oil & Gas Lease No. FEE
4. Well Location Unit Letter <u>D</u> <u>770</u> feet from the <u>North</u> line and <u>495</u> feet from the <u>West</u> line Section <u>21</u> Township <u>30N</u> Range <u>11W</u> NMPM San Juan County		7. Lease Name or Unit Agreement Name BRUINGTON COM C
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 5722'		8. Well Number 1R
9. OGRID Number 372171		10. Pool name or Wildcat Blanco Mesaverde/Basin Dakota

12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	P AND A <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	MULTIPLE COMPL <input type="checkbox"/>	CASING/CEMENT JOB <input type="checkbox"/>	
DOWNHOLE COMMINGLE <input checked="" type="checkbox"/>		OTHER: <input type="checkbox"/>	
CLOSED-LOOP SYSTEM <input type="checkbox"/>			
OTHER: <input checked="" type="checkbox"/>	RECOMPLETION		

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

Hilcorp Energy Company requests permission to recomplete the subject well in the Mesaverde and downhole commingle with the existing Dakota with the Mesaverde. Attached is the procedure, wellbore diagram and plat. A DHC application will be filed and approved prior to commingling. A closed loop system will be used.

HOLD C104 FOR ^{DHC} Density exception

To T/A the Dakota a MIT will be required.

Spud Date: Rig Release Date:

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Priscilla Shorty TITLE: Operations Regulatory Technician Sr. DATE: 12/26/2018

Type or print name: Priscilla Shorty E-mail address: pshorty@hilcorp.com PHONE: 505-324-5188

APPROVED BY: Red Bell TITLE: Deputy Oil & Gas Inspector, District #3 DATE: 2/6/19
 Conditions of Approval (if any): N

District I1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720**District II**811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720**District III**1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170**District IV**1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

Form C-102

August 1, 2011

Permit 254743

State of New Mexico
Energy, Minerals and Natural
Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

WELL LOCATION AND ACREAGE DEDICATION PLAT

1. API Number 30-045-33532	2. Pool Code 72319	3. Pool Name BLANCO-MESAVERDE (PRORATED GAS)
4. Property Code 319138	5. Property Name BRUINGTON GAS COM C	6. Well No. 001R
7. OGRID No. 372171	8. Operator Name HILCORP ENERGY COMPANY	9. Elevation 5722

10. Surface Location

UL - Lot D	Section 21	Township 30N	Range 11W	Lot Idn	Feet From 770	N/S Line N	Feet From 495	EW Line W	County SAN JUAN
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11. Bottom Hole Location If Different From Surface

UL - Lot	Section	Township	Range	Lot Idn	Feet From	N/S Line	Feet From	EW Line	County
12. Dedicated Acres 318.47	13. Joint or Infill			14. Consolidation Code			15. Order No.		

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

	OPERATOR CERTIFICATION
	<p><i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location(s) or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p>E-Signed By: <i>Priscilla Shorty</i> Title: Operations Regulatory Technician - Sr. Date: 12/26/2018</p>
	SURVEYOR CERTIFICATION
	<p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p>Surveyed By: John Vukonich Date of Survey: 12/1/2005 Certificate Number: 14831</p>



HILCORP ENERGY COMPANY
BRUINGTON GAS COM C 1R
MESA VERDE RECOMPLETION SUNDRY

API #:

3004533532

JOB PROCEDURES

1. MIRU service rig and associated equipment.
2. TOOH with existing downhole insert pump and rods.
3. NU BOP and test, TOOH with the 2 3/8" tubing set at 6,863'.
4. Set a 5-1/2" cast iron bridge plug at +/- 6,480' to Temporarily Abandon the Dakota formation.
5. Pressure test casing to frac pressure.
6. N/D BOP, N/U frac stack and test frac stack to frac pressure.
7. Perforate and frac the Mesa Verde in two or three stages. (Top perforation @ 3,800', Bottom perforation @ 4,710')
8. Isolate frac stages with a composite bridge plug and set top isolation plug once frac is completed.
9. Nipple down frac stack, nipple up BOP and test.
10. TIH with a mill and drill out top isolation plug and Mesa Verde frac plugs.
11. Clean out to the top of the Dakota TA CIBP.
12. Once water and sand rates are acceptable, TIH and land the production tubing. Get a Mesa Verde flow rate.
13. Until further notice, the Dakota formation will be TA'd. A future NOI will be sent if the Dakota formation is determined to be commingled with the new Mesa Verde formation for this wellbore.

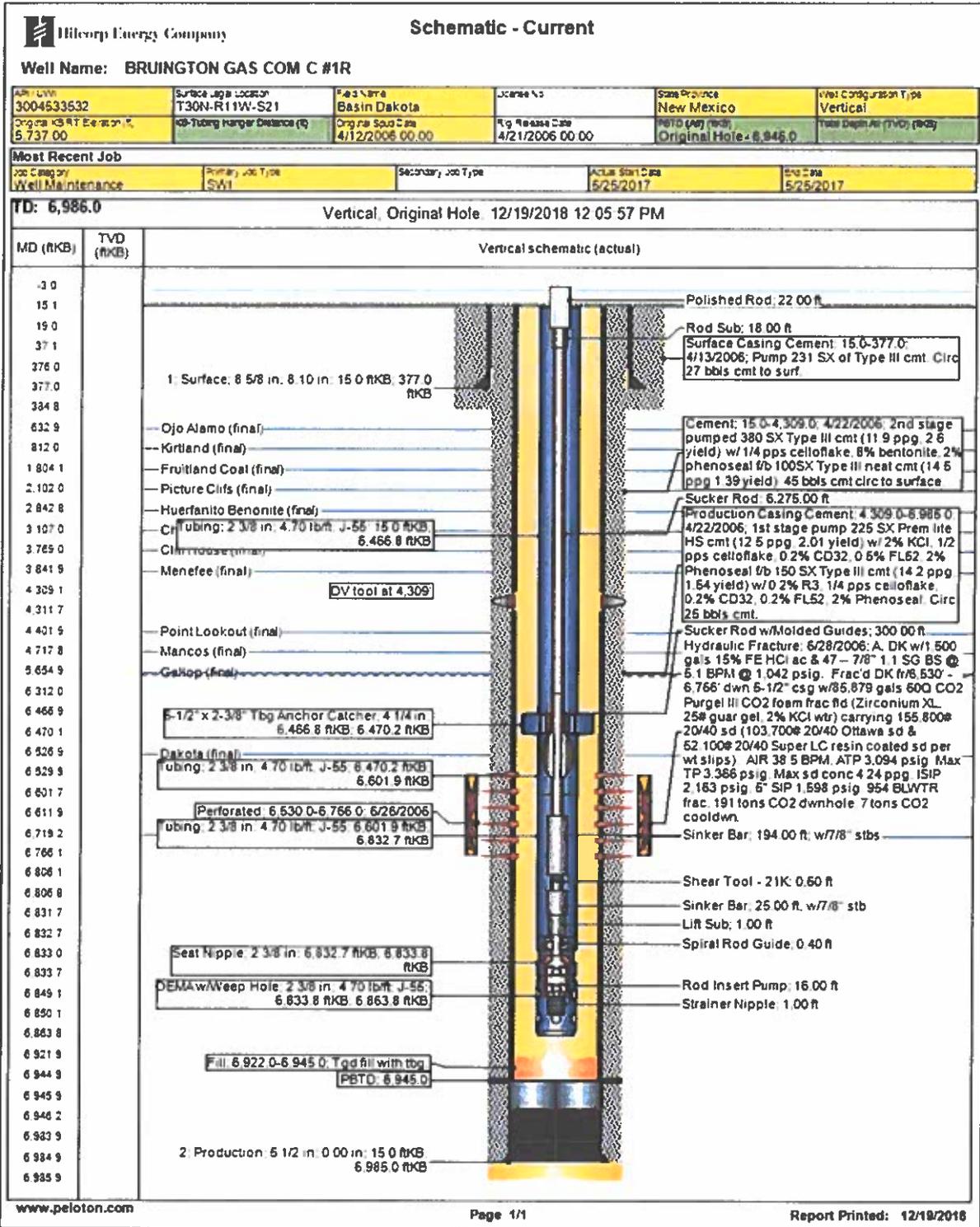
*All formation tops have been reviewed by Hilcorp and agree with what is currently stated on the NMOCD website.

**All new perforations added to the wellbore for the MV formation will be verified against the approved NOI perforation intervals from this proposed procedure.



**HILCORP ENERGY COMPANY
BRUINGTON GAS COM C 1R
MESA VERDE RECOMPLETION SUNDRY**

BRUINGTON GAS COM C 1R - CURRENT WELLBORE SCHEMATIC



**STATE OF NEW MEXICO
ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
DIVISION TO CONSIDER:**

**CASE NO. 16194
ORDER NO. R-14808**

**APPLICATION OF HILCORP ENERGY COMPANY FOR AN EXCEPTION TO
THE WELL DENSITY REQUIREMENTS OF THE SPECIAL RULES AND
REGULATIONS FOR THE BLANCO-MESAVERDE GAS POOL, SAN JUAN
COUNTY, NEW MEXICO.**

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on May 31, 2018, at Santa Fe, New Mexico, before Examiner William V. Jones.

NOW, on this 8th day of August 2018, the Division Director, having considered the testimony, the record, and the recommendations of the Examiner,

FINDS THAT

(1) Due public notice has been given, and the Division has jurisdiction of this case and its subject matter.

(2) Hilcorp Energy Company ("Applicant"), seeks approval for one or more additional vertical well completion(s) within an existing, standard 318.47-acre (more or less) Mesaverde formation gas spacing unit within the Blanco-Mesaverde (Prorated Gas) Pool (72319) consisting of the W/2 of Section 21, Township 30 North, Range 11 West, NMPM, San Juan County, New Mexico.

(3) The following wells currently produce within this gas spacing unit:

- Bruington Gas Com C Well No. 001E (API No. 30-045-25559) Unit D(D)
- Fifield Well No. 004 (API No. 30-045-26625) Unit E(E)
- Fifield Well No. 004A (API No. 30-045-29438) Unit N(1)
- Frame Well No. 001M (API No. 30-045-34815) Unit L(L)

(4) The following additional wells are proposed and would be the fifth and sixth Mesaverde well completions to be produced and dedicated to this gas spacing unit and result in four completions within the NW/4 quarter section and two wells in the NW/4 NW/4 quarter-quarter section:

- Bruington Gas Com C Well No. 001R (API No. 30-045-33532) Unit D(D)
- Bruington Gas Com C Well No. 004 (API No. 30-045-32541) Unit F(F)

(5) Well density, well locations, and gas spacing unit size, within the Blanco-Mesaverde (Prorated Gas) Pool, are governed by Special Rules detailed in Division Order No. R-10987-A(1) effective December 2, 2002. That portion of those Special Rules pertaining to gas spacing unit size and well density limit each gas spacing unit to simultaneous dedicate and produce from a maximum of four wells, limit each quarter section within the spacing unit to two wells, and each quarter-quarter section within the spacing unit to one well. Said rules also state that, "*any deviation from the above-described well density requirements shall be authorized only after hearing.*"

(6) Subsection C of 19.15.15.11 NMAC specifies that the director may grant exceptions to the [limited] number of [vertical] wells per spacing unit after notice to all affected persons as defined in Paragraph (2) of Subsection A of 19.15.4.12 NMAC.

(7) The Applicant appeared at the hearing through counsel and presented testimony and facts as follows:

- (a) Applicant has done a reservoir study of its properties in the Blanco-Mesaverde (Prorated Gas) Pool and identified areas of underperformance. Applicant used decline analysis and log derived volumetric parameters to calculate ultimate recovery and original gas in place values and to map these points for its wells in the pool.
- (b) The estimated ultimate gas recovery from the subject gas spacing unit is low relative to the average gas spacing unit despite the presence of existing well completions.
- (c) The subject gas spacing unit has one or more wellbores currently producing from a deeper formation that is available for completion up-hole in the Mesaverde formation.
- (d) The proposed wells could be downhole commingled without harm to the existing deeper completions. Both the deeper completions and the prospective Mesaverde completions are expected to produce little water.

- (c) The proposed wells are expected to recover additional gas in place within this gas spacing unit that would not otherwise be recovered.
- (f) The additional well-completions in this gas reservoir are not expected to cause harm to offsetting interests.
- (g) Notice of the intended well density exception was provided as per Paragraph (2) of Subsection A of 19.15.4.12 NMAC to all affected persons.

The Division finds that

(8) Applicant has shown this gas spacing unit is underdeveloped and the existing well or wells will not recover the percentage of gas in place that would be expected. The proposed additional well completion(s) is needed to recover additional gas and is not expected to harm offsetting gas spacing units.

(9) Notice was provided as required and there has been no objection. This application should be approved to prevent waste and protect correlative rights.

IT IS THEREFORE ORDERED THAT

(1) The application of Hilcorp Energy Company is hereby approved. An exception is granted as follows to the well density provisions of the Special Rules of the Blanco-Mesaverde (Prorated Gas) Pool (72319).

(2) The following wells may be simultaneously dedicated to and may produce from within an existing standard 318.47-acre (more or less) Mesaverde gas spacing unit comprised of the W/2 of Section 21, Township 30 North, Range 11 West, NMPM, San Juan County, New Mexico:

- Bruington Gas Com C Well No. 001E (API No. 30-045-25559) Unit D(D)
- Fifield Well No. 004 (API No. 30-045-26625) Unit E(E)
- Fifield Well No. 004A (API No. 30-045-29438) Unit N(1)
- Frame Well No. 001M (API No. 30-045-34815) Unit L(L)

Approved Additional Well(s):

- Bruington Gas Com C Well No. 001R (API No. 30-045-33532) Unit D(D)
- Bruington Gas Com C Well No. 004 (API No. 30-045-32541) Unit F(F)

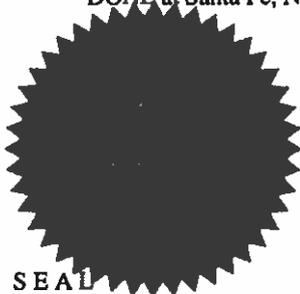
(3) Substitutions of other wells within this GPU for any of the wells detailed herein may be granted administratively in the absence of objection after providing notice to affected persons as required in Paragraph (2) of Subsection A of 19.15.4.12 NMAC.

(4) Except as granted above, all spacing and location provisions of the Special Rules of the Blanco-Mesaverde (Prorated Gas) Pool remain in effect.

(5) The location of the approved additional well or wells is governed by Division rules or by Special Pool Rules and the well or wells may only be produced if the location is orthodox or if Hilcorp Energy Company applies for and obtains a location exception from the Division.

(6) Jurisdiction is hereby retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.



SEAL

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

Handwritten signature of Heather Riley

HEATHER RILEY
Director



Filed OCD Form C-103

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

1. Operator Name and Address XTO ENERGY, INC. 2700 FARMINGTON AVENUE FARMINGTON, NM 87401		2. OGRID Number 167067
		3. API Number 30-045-33532
4. Property Code 22597	5. Property Name BRUINGTON GAS COM C	6. Well No. 001R

7. Surface Location

UL - Lot	Section	Township	Range	Lot Idn	Feet From	N/S Line	Feet From	E/W Line	County
D	21	30N	11W	D	770	N	495	W	SAN JUAN

8. Pool Information

BASIN DAKOTA (PRORATED GAS)	71599
-----------------------------	-------

Additional Well Information

9. Well Type New Well	10. Well Type GAS	11. Cable/Rotary	12. Lease Type Private	13. Ground Level Elevation 5722
14. Multiple N	15. Proposed Depth 6984	16. Formation Dakota Formation	17. Contractor	18. Spud Date 1/30/2006
Depth to Ground water 99		Distance from nearest fresh water well > 1000		Distance to nearest surface water 200
Pk: Liner: Synthetic <input checked="" type="checkbox"/> 12 miles thick Clay <input type="checkbox"/> Pk Volume: 8000 bbls Drilling Method: Closed Loop System <input type="checkbox"/> Fresh Water <input type="checkbox"/> Brine <input type="checkbox"/> Diesel/Oil-based <input type="checkbox"/> Gas/Air <input type="checkbox"/>				

19. Proposed Casing and Cement Program

Type	Hole Size	Casing Type	Casing Weight/ft	Setting Depth	Sacks of Cement	Estimated TOC
Surf	12.25	8.625	24	360	250	0
Prod	7.875	5.5	15.5	6984	760	0

Casing/Cement Program: Additional Comments

--

Proposed Blowout Prevention Program

Type	Working Pressure	Test Pressure	Manufacturer
DoubleRam	3000	4000	

I hereby certify that the information given above is true and complete to the best of my knowledge and belief. I further certify that the drilling pit will be constructed according to NMOCD guidelines <input checked="" type="checkbox"/> a general permit <input type="checkbox"/> , or an (attached) alternative OCD-approved plan <input type="checkbox"/> .	OIL CONSERVATION DIVISION	
	Approved By: Charlie Perrin	
	Title: District Supervisor	
	Approved Date: 1/23/2006	Expiration Date: 1/23/2007
	Printed Name: Electronically filed by Holly Perkins	
Title: Administrator		
Email Address: Regulatory@xtoenergy.com		
Date: 1/16/2006	Phone: 505-564-6720	Conditions of Approval Attached

District I
 1625 N. French Dr., Hobbs, NM 88240
 Phone:(505) 393-6161 Fax:(505) 393-6170

District II
 1301 W. Grand Ave., Artesia, NM 88210
 Phone:(505) 748-1283 Fax:(505) 748-9720

District III
 1000 Rio Brazos Rd., Aztec, NM 87410
 Phone:(505) 334-6178 Fax:(505) 334-6170

District IV
 1220 S. St Francis Dr., Santa Fe, NM 87505
 Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

Form C-102
 Permit 21541

WELL LOCATION AND ACREAGE DEDICATION PLAT

1. API Number 30-045-33532	2. Pool Code 71599	3. Pool Name BASIN DAKOTA (PRORATED GAS)
4. Property Code 22597	5. Property Name BRUNTINGTON GAS COM C	
7. OGRID No. 167067	8. Operator Name XTO ENERGY, INC.	6. Well No. 001R 9. Elevation 5722

10. Surface Location

UL - Lot	Section	Township	Range	Lot Idn	Feet From	N/S Line	Feet From	E/W Line	County
D	21	30N	11W		770	N	495	W	SAN JUAN

11. Bottom Hole Location If Different From Surface

UL - Lot	Section	Township	Range	Lot Idn	Feet From	N/S Line	Feet From	E/W Line	County
12. Dedicated Acres 320.00		13. Joint or Infill		14. Consolidation Code			15. Order No.		

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

	OPERATOR CERTIFICATION	
	<i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location(s) or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i>	
	E-Signed By: Holly Perkins Title: Administrator Date: 1/16/2006	
	SURVEYOR CERTIFICATION	
<i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i>		
Surveyed By: John Vukonich Date of Survey: 12/1/2005 Certificate Number: 14831		

Permit Conditions of Approval

Operator: XTO ENERGY, INC. , 167067
Well: BRUINGTON GAS COM C #001R
API: 30-045-33532

OCD Reviewer	Condition
SHAYDEN	Will require administrative order for non-standard location



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

BILL RICHARDSON
Governor
Joanna Prukop
Cabinet Secretary

March 21, 2006

Mark E. Fesmire, P.E.
Director
Oil Conservation Division

XTO Energy, Inc.
810 Houston Street
Fort Worth, Texas 76102-6298

Attention: **Christopher Spencer**
christopher_spencer@xtoenergy.com

Administrative Order NSL-5354

Dear Mr. Spencer:

Reference is made to the following: (i) your application that was submitted to the New Mexico Oil Conservation Division ("Division") in Santa Fe, New Mexico on February 27, 2006 (*administrative application reference No. pTDS0-605929172*); and (ii) the Division's records in Aztec and Santa Fe: all concerning XTO Energy, Inc.'s ("XTO") request for an exception to the well location requirements provided within the "Special Rules for the Basin-Dakota Pool," as promulgated by Division Order No. R-10987-B, dated June 30, 2000, as amended by Division Orders No. R-10987-B (1), dated August 10, 2000, and R-10987-B (2), dated January 29, 2002, for the proposed ~~Burlington~~ Gas Com. "C" Well No. 1-R (*API No. 30-045-33532*) to be drilled at an unorthodox infill gas well location 770 feet from the North line and 495 feet from the West line (Unit D) of Section 21, Township 30 North, Range 11 West, NMPM, Basin-Dakota Pool (72319), San Juan County, New Mexico.

The Basin-Dakota gas production from this well is to be included within an existing standard 320-acre lay-down gas spacing and proration unit ("GPU") comprising the S/2 of Section 21, which is currently dedicated to XTO's Burlington Gas Com. "C" Well No. 1-F (*API No. 30-045-31217*), located a standard gas well location 1900 feet from the North line and 1480 feet from the East line (Unit G) of Section 21.

Your application has been duly filed under the provisions of Division Rules 104.F and 605.B and the applicable rules governing the Basin-Dakota Pool.

By the authority granted me under the provisions of Division Rule 104.F (2), the above-described unorthodox Basin-Dakota infill gas well location for XTO's proposed Burlington Gas Com. "C" Well No. 1-R is hereby approved. Further, both of the aforementioned wells and existing 320-acre GPU will be subject to all existing rules, regulations, policies, and procedures applicable to prorated gas pools in Northwest, New Mexico and to the Basin-Dakota Pool.

Sincerely,

Mark E. Fesmire
Mark E. Fesmire, P. E.
Director
MEF/ms



cc: New Mexico Oil Conservation Division - Aztec

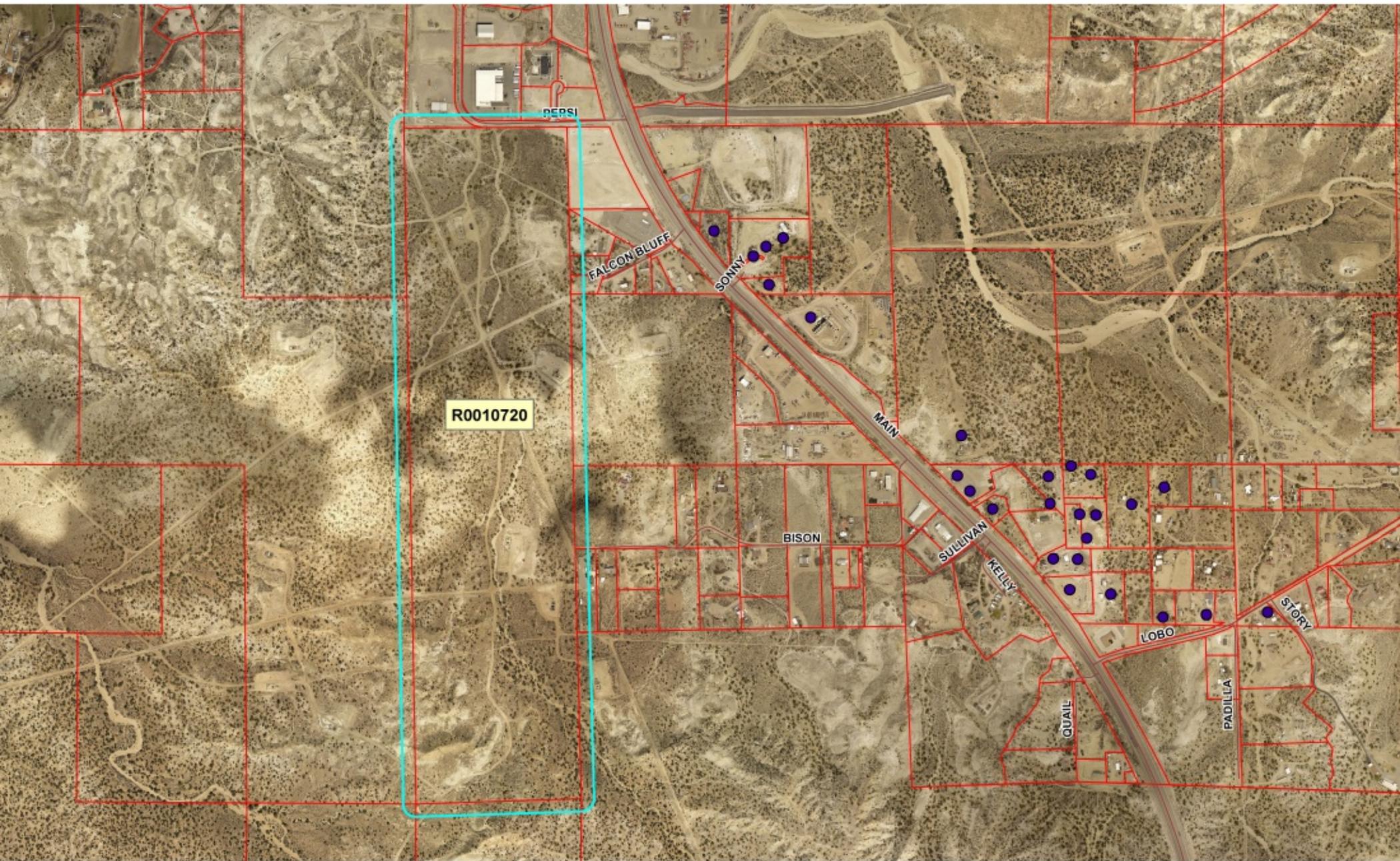
**BLM or OCD Application for Permit to Drill or
Sundry Notice 3160-5**

Hilcorp Energy Company

Bruington Gas Com C #1R

Property Owners within 400 Feet of Wellhead

1. John M Fifield Et Al
6501 Casa Del Rio Trail
Albuquerque, NM 87120



Addresses for R0010720

R4004754
Federal
70 Road 3536

R0012523
Nancy P Tonkin
1524 Park Ave SW
Albuquerque, NM 87104-1024

R0012522
Tonkin Mineral Interests
1524 Park Ave SW
Albuquerque, NM 87104-1024

R04004754
Federal
70 Road 3536

R0014347 / 315 Bison Trail
John and Vicky Clark Trust
PO Box 1437
Aztec, NM 87410

R6001241 / 310 Bison Trail
Adam and Teresa Pope
315 Bison Trail Aztec, NM 87410

R0012519
Tisone Sisters LLC
2100 DeeAnna Ln
Midland TX 79707

R0013952 / 140 Falcon Bluff
Sharon Ann Gordo ET Vir
140 Falcon Bluff
Aztec, NM 87410

R0014714 / 150 Falcon Bluff
Elisa Dancingbird Et Al
150 Falcon Bluff
Aztec, NM 87410

R0011454
Thomas A Anderson
PO Box 106
Bemidji, MN 566619-0106

R6000449
City of Farmington
800 Municipal Dr
Farmington, NM 87401-2663

R4001847, R4009538, R4009541, R4008060
R4009206
Sam Blue
PO Box 176
Aztec, NM 87410

R4006907 / Lot @ Dillon Industrial Park
Bottling Group LLC
Attn: Tax Dept 3A-300
PO Box 660634
Dallas, TX 75266-0634

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!

**NOTICE OF PUBLIC HEARING
OIL AND GAS PERMIT
PETITION NO. OG 19-02**

June 19, 2019

Dear Property Owner:

Notice is hereby given that an application has been filed with the City of Aztec - Community Development Department for an oil and gas permit to allow recompletion on the Bruington Gas Com C #1R (a gas well) (COA 15-11) by Hilcorp San Juan LP in the City of Aztec, San Juan County, New Mexico, as described below:

LEGAL DESCRIPTION

NWNW of Section 26, T30N, R11W 770' FNL, 495' FWL, In the City of Aztec, San Juan County, New Mexico.

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, July 9, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

You are receiving this letter because you may own property within 400 feet (excluding public right-of-way) of the proposed request. You are invited to attend the hearings noted above or submit written comments prior to the meeting to the Community Development Department at 201 W. Chaco Street, Aztec, New Mexico 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 additional information regarding this petition, please contact Karla Sayler, City Clerk at 505-334-7603.

Sincerely,

Community Development Department
City of Aztec

+

Erikka Martinez

OIL AND GAS PERMIT
OG19-02 Hartman #4

Notice is hereby given that an Oil and Gas application has been filed with the City of Aztec Community Development Department to allow recompletion on the Bruington Gas Com C #1R (a gas well) (COA 15-11) by Hilcorp San Juan LP in the City of Aztec, San Juan County, New Mexico, as described below:

LEGAL DESCRIPTION

NWNW of Section 21, T30N, R11W 770' FNL, 495' FWL, In the City of Aztec, San Juan County, New Mexico.

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, July 9, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

Zone Change Permit
ZC19-02 507 White

Notice is hereby given that an application has been filed with the City of Aztec-Community Development Department for a zone change from the Single-Family Dwelling (R-1) District to a Multi-Family Dwelling (R-2) District (COA 26-4-521, COA 26-2-42) for property located at 507 White under Tax ID R0001022, in the City of Aztec, San Juan County New Mexico as described below:

LEGAL DISCRIPTION

SPATH ADDITION SUBDIVISION LOT 4 BLACK 1

*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 this petition in a public hearing on **Tuesday, July 9, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, NM 87410.*

Staff Summary Report

MEETING DATE:	July 9, 2019
AGENDA ITEM:	XI. Quasi-Judicial Hearings (Land Use B)
AGENDA TITLE:	ZC 19-02: Zone Change request from R-1 Single-Family Dwelling District to the R-2 Multiple-Family Dwelling District

ACTION REQUESTED BY:	Steven Saavedra, CFM
ACTION REQUESTED:	ZC 19-02: Zone Change request from R-1 Single-Family Dwelling District to the R-2 Multiple-Family Dwelling District
SUMMARY BY:	Steven Saavedra, CFM

PROJECT DESCRIPTION / FACTS

Applicant	Myron Voorhis
Representative	N/A
Date of Application	June 6, 2019
Requested Action	ZC 19-02 - Zone Change request from R-1 Single-Family Dwelling District to the R-2 Multiple-Family Dwelling District.
Location	507 White Ave
Tax ID	Tax ID # R0001022
Legal Description	NWNW of Section 21, T30N, R11W 770' FNL, 495' FWL, In the City of Aztec, San Juan County, New Mexico
Existing Land Use	Residential
Existing Zoning	R-1 Single-Family Residential
Surrounding Zoning / Land Use	North: R-1 Single-Family Residential / Residential South: R-1 Single-Family Residential Residential East: R-1 Single-Family Residential / Residential West: R-1 Single-Family Residential / Residential
Notice	Property owners within 100 feet were sent notice by certified mail on June 18, 2019, and a classified ad was placed with the Daily Times and advertised on June 21, 2019.
Floodplain Area	No
Access	White Ave & Access Alley behind White Ave.

Summary

The petitioner requests a zone change to the R-2 Multiple-Family Dwelling District from the R-1 Single-Family Dwelling District for approximately 0.16 acres, located at 507 White Ave, Aztec, NM 87410. The petitioner seeks the zone change in order to comply with Chapter 26 land use regulations. Additionally, a waiver to the 600 square feet floor

area and rear setback for the secondary structure is requested to bring the parcel, structures, and use into compliance. The petitioner seeks to rehabilitate the subject property, which includes two residential dwelling units currently located on the parcel. According to San Juan County Assessor's Office, the primary residential dwelling unit was built in 1937 and is 1,080 square feet in size. The secondary structure is 395 square feet and built in 1945. Both structures are single-story units.

Pursuant to COA 26-2-36(1) an accessory Dwelling Unit is allowed with an approved conditional use permit in the R-1 Single-Family Dwelling District. Unfortunately, there is no conditional use permit on file for 507 White Ave. Additionally, the applicant indicated he would not reside at the subject property. Both units are intended to be utilized as rental residential dwelling units. Therefore, the R-2 Multiple Family Districts complies with the intended use.

R-1 Single-Family Dwelling District

This district is regulated to permit single-family residential development, certain structures and land uses required to serve governmental, educational, non-commercial recreation, public utility installations, and other compatible public needs (COA 26-2-31).

R-2: Multiple-Family Dwelling District

This district is regulated to permit all uses permitted in the R-1 district, multi-family dwellings, apartments, condominiums, and townhouses. No building, structure or land use shall be used, altered or created for any purpose other than those designated for this district (COA 26-2-41).

Analysis

Pursuant to Chapter 26 Land Use Regulation, the regulations, restrictions, and requirements of this ordinance have been made in accordance with the Comprehensive Plan of the City of Aztec (July 2002), and are intended to promote the general health, safety, and welfare of the residents of Aztec. Such regulations, restrictions, and requirements are deemed necessary in order to regulate and restrict within the Corporate Limits of the City of Aztec, as they exist at any given time (Code 2007, 26-3). Community Development notes all public notice requirements have been made in advance of the hearing and no comments related to the requested application were received. The determination of appropriateness for granting or denying the zone change rests with the consistency of applicable statutes, codes, policies and with the Commission's analysis of the impacts to the surrounding properties and the community at large.

▪ Consistency with the Comprehensive Plan:

The Comprehensive Plan encourages multi-family housing in Aztec. Therefore, the requested application is consistent with Aztec's 2002 Comprehensive Plan. Increasing the supply of housing units mitigates the cost of housing in Aztec with other conditions remaining the same. Additionally, the applicant intends to rehabilitate the property and structures.

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

The change from the R-1 to R-2 District should not create any adverse impacts to the surrounding area. The subject property has had two residential dwelling units for 74-years. The change from R-1 to R-2 changes the zoning. However, the use by in large remains the same.

That being said, increasing density can increase noise, traffic, waste, and other issues. The property owner needs to ensure the property, and the tenants are in good standing at all times. Additionally, the property owner needs to ensure back access to the alley remains free and clear of obstructions for access.

- **The ability of the proposed use to be accomplished by the proposed zoning district:**

The R-2 District allows the petitioner to accomplish the proposed residential use and will permit the proposed dwelling units by right.

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

The subject property was operating as a nonconforming use. Two (2) residential dwelling units on the same parcel of property without an approved conditional use permit is a violation of COA 26-2-36 and 26-2-31. Rezoning to the property to the R-2 District brings the property in conformity with Aztec's Land Use Regulations.

- **The existence of or the applicant's ability and willingness to provide adequate public facilities:**

The residential dwelling units are required to connect to water, sewer, trash and electric utilities. Pursuant to COA 21-26 "It shall be the responsibility of the resident to deliver the receptacles to such point for collection and return the empty receptacles from such points to the usual place of storage, within twenty-four (24) hours of collection".

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

A spot zoning is, where a particular tract within a larger area is specifically zoned to impose upon it restrictions not imposed upon the surrounding lands, or grant to it special privileges. The proposed zone change does constitute a spot zone, as the requested zone change is not adjacent to an R-2 District. However, 507 White Ave is approximately 82-feet away from an apartment complex zoned C-2, located at 307 Aztec Blvd.

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

Various dwelling units surround the said property. These residential are primarily single-family site built homes, outside of the apartment complex located at 307 Aztec

Blvd. The requested zone change is partially compatible with the character of the neighborhood.

COMMUNITY DEVELOPMENT CONCLUSION

The Community Development Department understands the petitioner's desire to utilize the property. The requested zone change is in accordance with the intended use is compatible with the R-2 District. Furthermore, the zone change should ameliorate issues related to financial lending should the applicant seek the services of financial institutions. The Community Development Department recommends the rezone from R-1 to the R-2 district, with a waiver the 600 square foot floor area requirement and the rear setback in order to bring the parcel and use in compliance with COA Land Use Regulations.

SUPPORT DOCUMENTS:

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

DEPARTMENT'S RECOMMENDED MOTION: Move To approve Zone Change 19-02, a request from Myron Voorhis, for a zone change from the R-1 Single-Family District to the R-2 Multiple-Family District with waiverers to the square foot requirement and rear yard setback for the secondary structure for property located at 507 White Ave with the following conditions:

1. Parking for the secondary dwelling unit cannot occur in the access alley; parking has to remain on the parcel of property at all times. Solid waste polycarts cannot be placed in the alley.
2. Access to the alley needs to remain clear and free from obstruction. The property owner is required to maintain the alley section for 507 White.
3. Rehabilitation of the dwelling units needs to be performed and in compliance with San Juan County's Building Division and the City of Aztec Land Use Regulations.



Figure 1: Front



Figure 2: Rear Secondary Unit



Figure 3: Rear Yard



Figure 4: Rear Side Yard

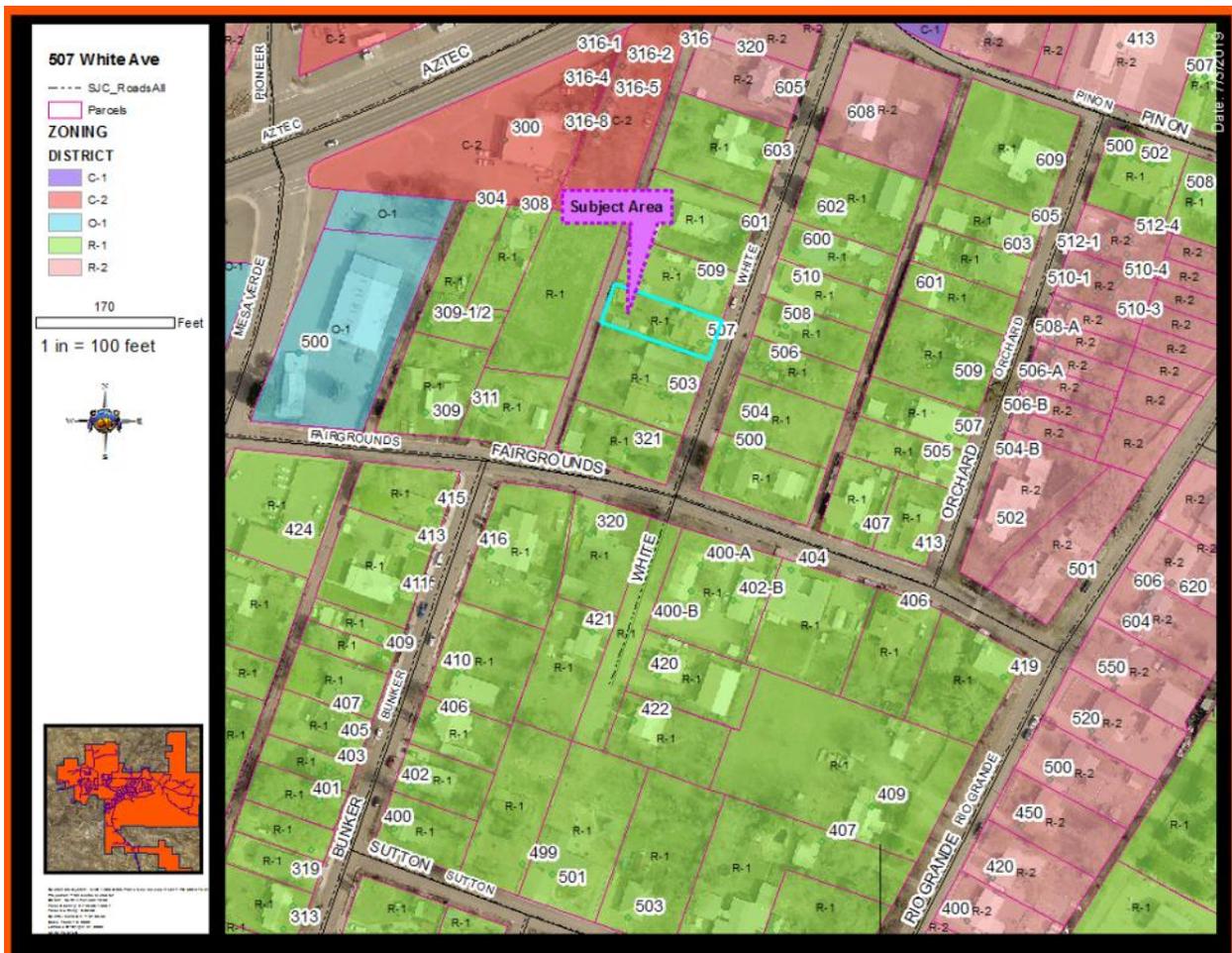


Figure 5: Zoning Map

PETITION APPLICATION



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



PROJECT TYPE (Check Those Applicable)

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

INFORMATION

Applicant's Name: <i>Myron Voorhis</i>	Project Location: <i>507 N. white ave</i>
Address: <i>22 rd 2980, Aztec, NM</i>	Existing Use: <i>R-1</i>
E-Mail: <i>fordracingmyron@hotmail.com</i>	Proposed Use: <i>R-2</i>
Telephone: <i>970-317-1359</i>	Current Zoning: <i>R-1</i>
Relationship to Property Owner: <i>owner</i>	Assessor's Parcel I.D. and/or Tax I.D. Number: <i>R0001022</i>
Legal Description of Subject Property: <i>SPATH ADDITION SUB. LOT 4 BLK 1</i>	

Is the Property in a Flood Zone? Yes No

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

REPRESENTATIVE / CONTACT PERSON (if other than applicant)

Name:	E-Mail:
Phone:	Address:

OWNERSHIP

PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase)	MORTGAGE HOLDERS (If any)
Name: <i>Myron Voorhis / Nicole Voorhis</i>	Name: <i>970-398-0383 (Nicole)</i>
Phone: <i>970-317-1359</i>	Phone:
Address: <i>22 rd 2980 Aztec, NM 87410</i>	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: <i>Myron Voorhis / Nicole Voorhis</i>	Address: <i>22 rd 2980 Aztec, NM, 87410</i>
Owner's Signature: <i>[Signature]</i>	Phone / Email: <i>970-317-1359 ford racing myron@hotmail.com</i>

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



CITY OF AZTEC ZONE CHANGE APPLICATION

Permit #: ZC19-02 Date Started: 6-4-19 Date Approved: _____ Fees Paid: _____

PROPERTY OWNER CONTACT INFORMATION

Name: Myron Voorhis
Mailing Address: 22rd 2980 Aztec, NM 87410
Phone: 970-317-1359
Email: fordracingmyron@hotmail.com

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 507 N. white Ave Aztec, NM 87410
Tax ID: R0001022 Parcel Size (ac): .14
Current Zone District: R-1
Current Use: R-1 vacant w/2 units
Proposed Zone District: R-2
Proposed Use: Rental 2 units
Flood Zone Designation: n/a

REASON FOR REQUESTING A ZONE CHANGE

To become compliant and to use both structures
as rentals

APPLICANT SIGNATURE

I, Myron Voorhis representing Myron and Nicole Voorhis 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: *Myron Voorhis* Date: 6-4-19

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 first acre and \$5 each additional acre. Total
\$260.00



CITY OF AZTEC ZONE CHANGE CHECKLIST

Applicable Fees

Administrative Fee	\$10
Zone Change	\$250 (first acre)
	\$5 (for each additional acre)

Detailed site map which includes the following:

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

Ownership

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

Legal Description

_____ Includes the legal description or physical address of the property.

Proposed Use

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



CITY OF AZTEC ZONE CHANGE EVALUATION

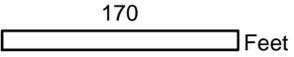
Permit #: ZC 19-02

- | | | | |
|----|---|--|---|
| 1. | Is the Zone Change detrimental to the property? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes |
| 2. | Is the Zone Change detrimental to surrounding properties or the neighborhood? | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes |
| 3. | Does the Zone Change alter the character of the surrounding neighborhood? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes |
| 4. | Will the Zone Change set a precedent which may alter the intent of the Land Use regulations? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes |
| 5. | Does the Zone Change impose a health issue on the public? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes |
| 6. | Does the Zone Change impose a safety issue on the public? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes |
| 7. | Does the Zone Change have the approval of surrounding neighbors? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| 8. | Will the Zone Change be consistent with the Aztec Comprehensive Plan and Master Zone District Map? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes |
| 9. | Is there an alternate Land Use Action that might be considered to accomplish the applicant's intent without altering the Zone District Map? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes |

507 White Ave

--- SJ_C_RoadsAll

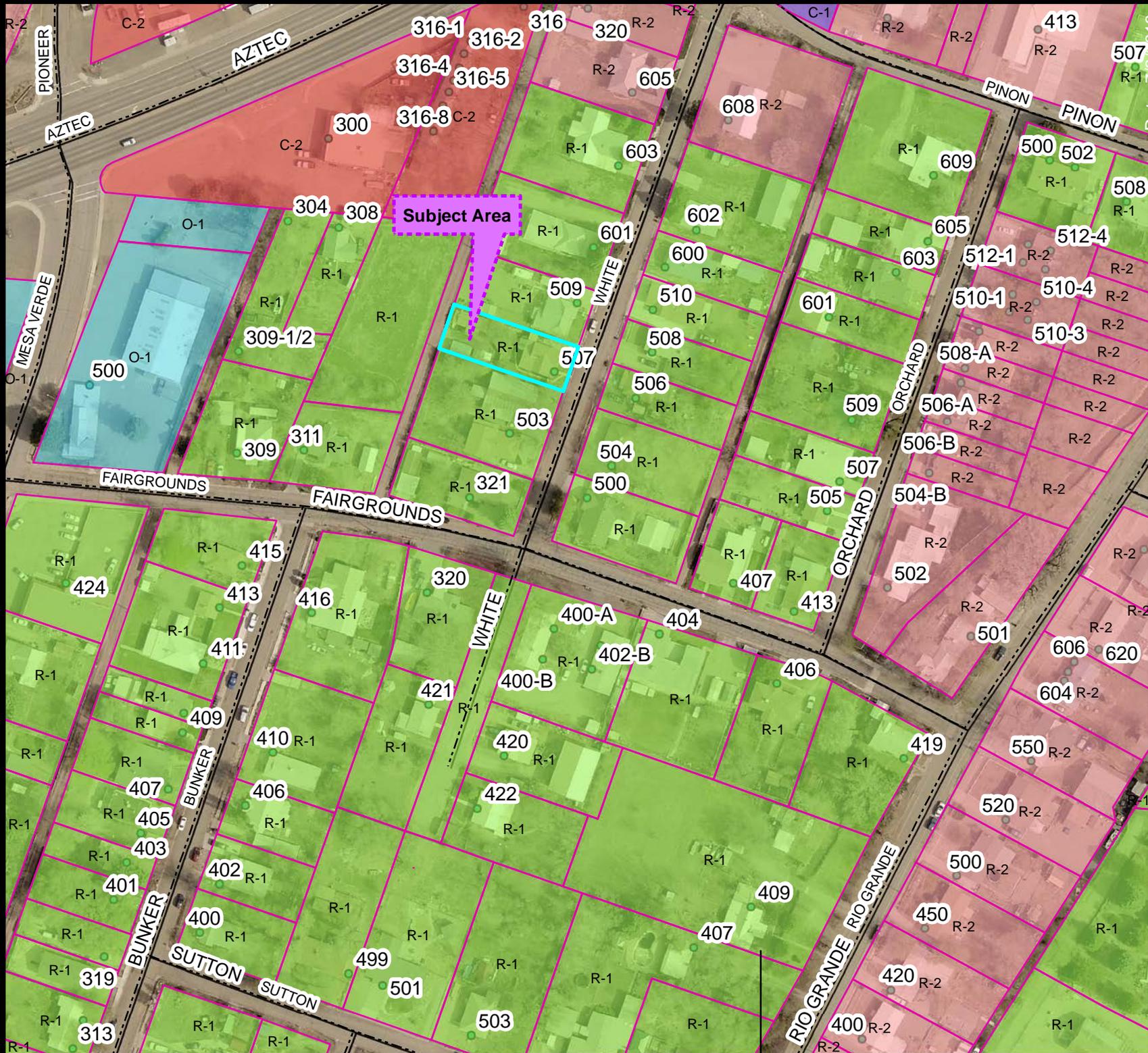
▭ Parcels



1 in = 100 feet



Coordinate System: NAD 1983 StatePlane New Mexico West FIPS 3003 Feet
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 2,723,091.6667
False Northing: 0.0000
Central Meridian: -107.8333
Scale Factor: 0.9999
Latitude Of Origin: 31.0000
Units: Feet US





FINAL

A. SETTLEMENT STATEMENT (HUD-1)

Buyer

OMB No. 2502-0265

B. TYPE OF LOAN		
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FHMA	3. <input type="checkbox"/> CONV. UNINS.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
6. FILE NUMBER: 144739		7. LOAN NUMBER
8. MORTGAGE INS. CASE NO.:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Myron Voorhis and Nicole Voorhis

E. NAME & ADDRESS OF SELLER: Estate of William Lou Clifford-Basnett

F. NAME & ADDRESS OF LENDER:

G. PROPERTY LOCATION: 507 North White Avenue, Aztec, NM 87410

H. SETTLEMENT AGENT: San Juan County Abstract & Title Company
PLACE OF SETTLEMENT: 111 North Orchard Avenue, Farmington, NM 87401 (505) 325-2808

I. SETTLEMENT DATE: 5/30/2019

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract sales price	58,000.00	401. Contract sales price	58,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)	780.00	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower:	58,780.00	420. Gross Amount Due To Seller:	58,000.00
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,660.10
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1st Mtg. Ln.	
205.		505. Payoff 2nd Mtg. Ln.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/19 to 05/30/19	499.14	511. County taxes 01/01/19 to 05/30/19	499.14
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower:	999.14	520. Total Reductions In Amount Due Seller:	5,159.24
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement From/To Seller:	
301. Gross amount due from borrower (line 120)	58,780.00	601. Gross amount due to seller (line 420)	58,000.00
302. Less amount paid by/for borrower (line 220)	999.14	602. Less reductions in amount due seller (line 520)	5,159.24
303. Cash (X) FROM () TO Borrower:	57,780.86	603. Cash (X) TO () FROM Seller:	52,840.76

X _____
X _____

X _____
X _____

L.		SETTLEMENT	CHARGES	Escrow: 144739		
700. Total Sales/Broker's Commission:						
Based On Price \$		58,000.00	@ 6.00 % =	3,480.00		
Division of Commission (line 700) As Follows:						
701. \$	1,883.55	to	Century 21 Sowesco Realty			
702. \$	1,883.55	to	R1 New Mexico Farmington			
703. Commission paid at settlement						3,767.10
704.						
800. Items Payable In Connection With Loan:						
801. Loan Origination fee		%				
802. Loan Discount		%				
803. Appraisal fee to:						
804. Credit report to:						
805. Lender's inspection fee						
806. Mortgage insurance application fee to						
807. Assumption fee						
808.						
809.						
810.						
811.						
812.						
813.						
814.						
815.						
816.						
817.						
818.						
819.						
820.						
821.						
900. Items Required By Lender To Be Paid In Advance:						
901. Interest from		to	@ \$	/day	(0 days)	
902. Mortgage insurance premium for					mo. to	
903. Hazard insurance premium for					yrs. to	
904. Flood insurance premium for					yrs. to	
905.						
906.						
1000. Reserves Deposited With Lender:						
1001. Hazard insurance	0 months @ \$	0.00	per month			
1002. Mortgage insurance	0 months @ \$	0.00	per month			
1003. City property taxes	0 months @ \$	0.00	per month			
1004. County property taxes	0 months @ \$	0.00	per month			
1005. Annual assessments	0 months @ \$	0.00	per month			
1006. Flood insurance	0 months @ \$	0.00	per month			
1007.	0 months @ \$	0.00	per month			
1008. Aggregate Adjustment						
1009.						
1100. Title Charges						
1101. Settlement or closing fee to San Juan County Abstract & Title Company Closing Fee					250.00	250.00
1102. Escrow Fee: \$461.89 Sales Tax: \$38.11						
1103. Title examination to						
1104. Title insurance binder to San Juan County Abstract & Title Company 1-0600						100.00
1105. Document preparation to						
1106. Notary fees to						
1107. Attorney's fees to						
(includes above item Numbers:)						
1108. Title insurance to San Juan County Abstract & Title Company						
(includes above item Numbers:)						513.00
1109. Lender's coverage \$						
1110. Owner's coverage \$ 58,000.00 Premium: \$513.00						
1111.						
1112.						
1113.						
1114.						
1200. Government Recording and Transfer Charges:						
1201. Recording fees: Deed \$ 30.00		:Mortgage \$	0.00	:Releases \$	30.00	30.00
1202. City/county tax/stamps: Deed \$		0.00	:Mortgage \$	0.00		
1203. State tax/Stamps: Deed \$		0.00	:Mortgage \$	0.00		
1204.						
1205.						
1300. Additional Settlement Charges:						
1301. Survey to						
1302. Pest inspection to						
1303. Property Tax to San Juan County Treasurer-Full Year - 2018						
1304. Hold Earnest Money For 10 Day Clearance to HOLD					500.00	
1305.						
1306.						
1307.						
1308.						
1400. Total Settlement Charge (Enter on line 103, Section J - and - line 502, Section K)					780.00	4,660.10

X _____ X _____ X _____ X _____

The Seller's and Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance proration and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Borrowers/Purchasers

Sellers

Myron Voorhis

Estate of William Lou Clifford-Basnett

Nicole Voorhis

By: _____
Susan Estes, Personal Representative

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____

Date: _____

Denise Bennett, San Juan County Abstract & Title Company

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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!

**NOTICE OF PUBLIC HEARING
ZONE CHANGE
PETITION NO. ZC 19-02**

June 18, 2019

Dear Property Owner:

Notice is hereby given that an application has been filed with the City of Aztec - Community Development Department for a Zone Change from the Residential 1(R-1) District to the Multi-Family (R-2) District (COA 26-4-521, COA 26-2-22) for property located at 507 Whitw under Tax ID R0001022, in the City of Aztec, San Juan County, New Mexico, as described below:

***LEGAL DESCRIPTION
SPATH ADDITION SUBDIVISION LOT 4 BLOCK 1***

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on Tuesday, July 9, 2019 at 6:00 p.m. in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

You are receiving this letter because you may own property within 100 feet (excluding public right-of-way) of the proposed request. You are invited to attend the hearings noted above or submit written comments prior to the meeting to the Community Development Department at 201 W. Chaco Street, Aztec, New Mexico 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 additional information regarding this petition, please contact the Community Development Department at 505-334-7604.

Sincerely,

Community Development Department
City of Aztec

Erikka A. Martinez

Chavez Investment Venture LLC
307 NE Aztec Blvd.
Aztec, NM 87410

Chavez Investment Venture LLC
307 NE Aztec Blvd.
Aztec, NM 87410

Chavez Investment Venture LLC
307 NE Aztec Blvd.
Aztec, NM 87410

Rigo & Miriam Chavez
217 Wittwer Ct
Los Lunas, NM 87031

Rigo & Miriam Chavez
217 Wittwer Ct
Los Lunas, NM 87031

Rigo & Miriam Chavez
217 Wittwer Ct
Los Lunas, NM 87031

Elizabeth Ransom Trust
PO Box 1025
Aztec, NM 87410

Elizabeth Ransom Trust
PO Box 1025
Aztec, NM 87410

Elizabeth Ransom Trust
PO Box 1025
Aztec, NM 87410

Katherine Paulson
500 N White Ave
Aztec, NM 87410

Katherine Paulson
500 N White Ave
Aztec, NM 87410

Katherine Paulson
500 N White Ave
Aztec, NM 87410

Bertha Villalba
510 N White Ave
Aztec, NM 87410

Bertha Villalba
510 N White Ave
Aztec, NM 87410

Bertha Villalba
510 N White Ave
Aztec, NM 87410

Michael Padilla
506 N White Ave
Aztec, NM 87410

Michael Padilla
506 N White Ave
Aztec, NM 87410

Michael Padilla
506 N White Ave
Aztec, NM 87410

John Cole and Beth Justice
Barry and Sinda Dikkenback
508 N White Ave
Aztec, NM 87410

John Cole and Beth Justice
Barry and Sinda Dikkenback
508 N White Ave
Aztec, NM 87410

John Cole and Beth Justice
Barry and Sinda Dikkenback
508 N White Ave
Aztec, NM 87410

Nicholas Lincoln Chavez Trust
110 RD 3000
Aztec, NM 87410

Nicholas Lincoln Chavez Trust
110 RD 3000
Aztec, NM 87410

Nicholas Lincoln Chavez Trust
110 RD 3000
Aztec, NM 87410

Susan Roberts
509 White Ave
Aztec, NM 87410

Susan Roberts
509 White Ave
Aztec, NM 87410

Susan Roberts
509 White Ave
Aztec, NM 87410

Myron & Nicole Voorhis
22 RD 2980
Aztec, NM 87410

OIL AND GAS PERMIT
OG19-02 Hartman #4

Notice is hereby given that an Oil and Gas application has been filed with the City of Aztec Community Development Department to allow recompletion on the Bruington Gas Com C #1R (a gas well) (COA 15-11) by Hilcorp San Juan LP in the City of Aztec, San Juan County, New Mexico, as described below:

LEGAL DESCRIPTION

NWNW of Section 21, T30N, R11W 770' FNL, 495' FWL, In the City of Aztec, San Juan County, New Mexico.

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, July 9, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

Zone Change Permit
ZC19-02 507 White

Notice is hereby given that an application has been filed with the City of Aztec-Community Development Department for a zone change from the Single-Family Dwelling (R-1) District to a Multi-Family Dwelling (R-2) District (COA 26-4-521,COA 26-2-42) for property located at 507 White under Tax ID R0001022, in the City of Aztec, San Juan County New Mexico as described below:

LEGAL DISCRIPTION

SPATH ADDITION SUBDIVISION LOT 4 BLACK 1

*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 this petition in a public hearing on **Tuesday, July 9, 2019 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, NM 87410.*