

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION WORKSHOP**  
**August 13, 2019**  
**201 W. Chaco, City Hall**  
**5:15 p.m.**

**5:15 P.M.**

Infrastructure Capital Improvement Projects Discussion

**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

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	WORKSHOP
<b>AGENDA TITLE:</b>	Discussion of Infrastructure Capital Improvements Projects (ICIP)

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<b>ACTION REQUESTED BY:</b>	Staff
<b>ACTION REQUESTED:</b>	Discussion and Prioritizing
<b>SUMMARY BY:</b>	Staff

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<b>PROJECT DESCRIPTION / FACTS</b>
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The City will need to submit an updated ICIP list to the state the first part of September. As such the City Commission will need to approve of an updated ICIP list through a special meeting the third week of August. This workshop is so that City Staff can present to Commission those projects that staff feels is a priority. Following is the top 10 projects identified by staff.

Priority	Project	Cost
1	<b>Reservoir #1 Rebuild</b> Raw water Reservoir 1 (located adjacent to the Water Treatment Plant) was taken off line last year due to leakage. The City commissioned a study to compare the cost for rehabilitation of the reservoir to construction of a new reservoir near Tiger Pond. The study concluded that the most cost effective solution was rehabilitation of the existing Reservoir 1. The rehabilitation will include removal of the existing concrete panels and installation of a new HDPE liner on the sides and bottom of the reservoir, replacement of the existing discharge tower, refurbishment of the existing gravity inflow channel from the Aztec Ditch, and replacement of the existing raw water pumps to provide a higher flow rate from Reservoir 1 to Tiger Pond.	\$2,000,000
2	<b>NM 173 Waterline Relocation</b> NMDOT has designed improvements to NM 173 (Navajo Dam Road) starting approximately at Cart Canyon and extending approximately 2 miles. The City has existing 8-inch and 6-inch potable water transmission line within the right-of-way of Navajo Dam Road that potentially could be affected during construction due to substandard pipe materials, and undersized pipe (the 6-inch) not buried very deep. To protect our water service to the Lower East Storage Tank (that feeds Kokopelli Development) and the Upper East Tank (that feeds East Aztec Development) as well as increase capacity to the Upper East Tank, we propose to relocate the pipeline within the NM 1773 right-of-way from Cart Canyon to the Upper East Storage Tank.	\$1,300,000
3	<b>South Aztec Water System &amp; 550 Transmission Line Rebuild</b> The South Aztec Water System serves the North Hills development south	\$2,000,000

Priority	Project	Cost
	<p>of town along CR-2595. This distribution system consists of 2-inch and 4-inch pipes which are inadequate to provide sufficient pressure or fire protection to the existing homes and restrict the addition of new customers. This portion of the project consists of the design and installation of adequately sized distribution piping.</p> <p>The second part of this project involves the replacement of a portion of the existing 12-inch ductile iron potable water transmission main that runs from our booster pump station near the Arterial to the Bladder Storage Tank at the top of the hill along US 550. The existing pipe is deteriorating and we have repaired approximately two dozen leaks along the pipe segment from the pump station to CR-2595 over that last few years. This portion of the project consists of design and installation of the replacement of the segment of pipe from the pump station to CR-2595 with 12-inch PVC pipe.</p>	
4	Main Avenue Road Diet <ul style="list-style-type: none"> <li>• Design</li> <li>• Improvements</li> </ul>	\$250,000
5	Hartman Park Improvements <ul style="list-style-type: none"> <li>• Concession Stand</li> <li>• Parking Lot Paving</li> <li>• Playground</li> </ul>	\$600,000
6	Vehicles <ul style="list-style-type: none"> <li>• Animal Shelter (1)</li> <li>• Code Enforcement (1)</li> <li>• Electric (1)</li> <li>• Parks &amp; Rec (2)</li> <li>• Police (2)</li> <li>• Public Works (2)</li> <li>• Wastewater (1)</li> </ul>	\$450,000
7	Equipment <ul style="list-style-type: none"> <li>• Parks Mower</li> <li>• Trailer Mounted Message Board</li> <li>• Wire Tension Trailer</li> </ul>	\$180,000
8	Riverside Park & Townsend Improvements <ul style="list-style-type: none"> <li>• Land Acquisition</li> <li>• Riverbank Stabilization</li> <li>• River Weir Redesign</li> <li>• Boat Ramps (Inputs &amp; Outputs)</li> </ul>	\$700,000
9	North Oliver Reconstruction – Phase 2	\$2,000,000
10	McWilliams Road Construction	\$2,000,000



**AG E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**August 13, 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 July 23, 2019
- B. Commission Meeting Minutes July 23, 2019
- C. Commission Meeting Special Workshop Minutes July 25, 2019
- D. Special Commission Meeting Minutes July 25, 2019
- E. Temporary Construction Permit (TCP) for NM 173 NMDOT Project
- F. Resolution 2019-1144 Polling Place Designation Amendment
- G. Resolution 2019-1145 Closing of Time Certificate of Deposit for City of Aztec
- H. Resolution 2019-1146 Opening and Closing Time Certificate of Deposit for City of Aztec
- I. Memorandum of Understanding (MOU) between City of Aztec Public Library and Mosaic Academy Charter School
- J. Resolution 2019-1147 FY20 Annual Budget Adoption
- K. ITB 2019-703 Water Plant #3 & #4 Control & SCADA Upgrade Award
- L. Memorandum of Understanding City of Farmington Electric
- M. Resolution 2019-1149 Application for \$50,000 New Mexico Finance Authority Planning Grant

*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**

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**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.

**VII. PROCLAMATION**

None

**VIII. PRESENTATIONS**

Employee Recognition- Electric Department

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

**X. BUSINESS ITEMS**

- A. Final Adoption of Ordinance 2019-492: An Ordinance Amending Chapter 22 Public Property, Section 22-513 and Incorporating the Fee into Chapter 16 Fee Schedule
- B. Final Adoption of 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
- C. Intent to Adopt Ordinance 2019-494: Amending Chapter 21 Solid Waste And Recyclables
- D. San Juan County Household Hazardous Waste Program
- E. FY 20 Funding Application: Aztec Vintage Social/Steamers and Dreamers

**XI. QUASI JUDICIAL HEARINGS (LAND USE)**

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

**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 July 23, 2019  
4

5 **I. CALL TO ORDER**  
6

7 Mayor Snover called the Workshop to order at 5:15 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; City Attorney  
17 Nicci Unsicker; Chief Mike Heal; Captain Troy  
18 Morris; Project Manager Ed Kotyk; City Clerk  
19 Karla Saylor; see attached sign in sheet  
20

21 **A. San Juan County Crime Stoppers Discussion**  
22

23 Executive Director Johnny Adams for SJC Crime Stoppers presented a  
24 powerpoint to commission on the following:  
25

- 26 • The founding of Crime Stoppers in 1976 and History
- 27 • Current Reach and programs
- 28 • The participating law enforcement agencies
- 29 • The Use and effectiveness
- 30 • The Anonymity of information provided
- 31 • The rewards
- 32 • The organization of the program
- 33 • The different types of media to reach the public
- 34 • Upcoming events
- 35 • 2019 Tip Counts
- 36 • Contact Information  
37

38 **II. ADJOURNMENT**  
39

40 Moved by Mayor Snover to adjourn the meeting at 5:55 p.m.  
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ATTEST:

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Mayor, Victor C. Snover

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

MINUTES PREPARED BY:

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

1  
2 CITY OF AZTEC  
3 COMMISSION MEETING MINUTES  
4 July 23, 2019  
5

6 **I. CALL TO ORDER**  
7

8 Mayor Victor Snover called the Meeting to order at 6:01 pm at the Aztec City  
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
10

11 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**  
12

- 13 A. Invocation (led by Commissioner Randall)  
14 B. United States Pledge of Allegiance (led by Commissioner  
15 Randall)  
16 C. New Mexico pledge of Allegiance (led by Commissioner Randall)  
17

18 **III. ROLL CALL**

19 Members Present: Mayor Victor Snover; Mayor Pro-Tem Fry;  
20 Commissioner Sipe; Commissioner Mark  
21 Lewis; Commissioner Austin Randall  
22

23 Members Absent: NONE  
24

25 Others Present: City Manager Steve Mueller; City Attorney Nicci Unsicker;  
26 Project Manager Ed Kotyk; City Clerk Karla Sayler (see  
27 attendance sheet)  
28

29 **IV. APPROVAL OF AGENDA ITEMS**  
30

31 MOVED by Commissioner Randall to approve the agenda as given; SECONDED  
32 by Commissioner Lewis  
33

34 All voted Aye: Motion passed five to zero  
35

36 **V. CONSENT AGENDA**  
37

- 38 A. Commission Meeting Workshop Minutes July 9, 2019  
39 B. Commission Meeting Minutes July 9, 2019  
40 C. Resolution 2019-1140 Polling Place Designation for Municipal Election 2020  
41 D. Voting Delegate and Alternate NMML Annual Conference  
42 E. Destruction of Utility Administration and Motor Vehicle Records  
43 F. RFP 2014-225 Russell Planning & Engineering Contract- N Main Corridor  
44 G. Youth Conservation Corp Grant Application Approval  
45 H. Aztec Soccer Association Field Lease Agreement  
46 I. Approval of Remedial Work For The Gas Well Named "Wright #1"

- 47 J. Approval of Remedial Work For The Gas Well Named "Current #2"
- 48 K. Approval of Remedial Work For The Gas Well Named "Hampton #3"
- 49 L. Letter of Support for San Juan County Grant Application

50  
51

52 MOVED by Commissioner Sipe to Approve the Consent Agenda as given  
53 SECONDED by Commissioner Randall

54

55 All voted Aye: Motion passed five to zero

56

57 **VI. ITEMS REMOVED FROM CONSENT AGENDA**

58

59 NONE

60

61 **VII. PROCLAMATION**

62

63 NONE

64

65 **VIII. PRESENTATIONS**

66

67 NONE

68

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

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71

72 **X. BUSINESS ITEMS**

73

74 NONE

75

76 **XI. QUASI JUDICIAL HEARINGS (LAND USE)**

77

78 NONE

79

80 **XII. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**

81

82 City Manager Steve Mueller mentioned that he had received a Thank You card  
83 from the Gold Star chapter. We will cancel the August 27<sup>th</sup> Commission meeting  
84 because of NMML conference. We have a Special meeting coming up this Thursday  
85 and also August 6<sup>th</sup>.

86

87 Commissioner Lewis had a great time at National Night Out. The water  
88 Commission Meeting will be coming up on August 6<sup>th</sup> and he will be out of town.

89

90 Commissioner Sipe thanked the Employee Association for the picnic. She attended  
91 an executive meeting for NWNM Seniors yesterday and there will be another one next  
92 week trying to finalize getting an interim director. She has MPO coming up.  
93

94 Mayor Pro-Tem Fry enjoyed the picnic and National Night out. She attended EDAB  
95 lots of great discussion. New Hemp business coming to Aztec. Navajo Tribe to start  
96 Hemp growing on 200 acres at NAPI. The alcohol sales on Sunday will be able to be  
97 put on the ballot for vote. She attended the COG.  
98

99 Commissioner Randall attended LTAB last week and they approved funding for  
100 Steamers and Dreamers and for Wilann to attend the Tourism show in Las Vegas, NV.  
101 The next Library Board meeting will be in September. Plans to attend the Connie Mack  
102 next Wednesday. He mentioned that we need to start looking into lights at soccer fields.  
103

104 Mayor Snover mentioned that he also enjoyed the picnic and National Night Out.  
105 He attended the Airport Advisory Board meeting last week. He will attend the ECHO  
106 board meeting tomorrow.  
107

108 **XIII. ADJOURNMENT**

109  
110 Mayor Snover moved to adjourn the meeting at 6:18 pm SECONDED by  
111 Commissioner Sipe  
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\_\_\_\_\_  
Mayor, Victor Snover

124 ATTEST:

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126  
\_\_\_\_\_  
127 Karla Sayler, City Clerk  
128  
129

130 MINUTES PREPARED BY:

131  
132  
\_\_\_\_\_  
133 Sherlynn Morgan, Administrative Assistant

1 CITY OF AZTEC  
2 SPECIAL WORKSHOP MEETING MINUTES  
3 July 25, 2019  
4

5 **I. CALL TO ORDER**  
6

7 Mayor Snover called the Workshop to order at 6:00 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. Discussion for Funding for Redevelopment Project in the City of Aztec**  
23

24 Community Development Director Steven Saavedra. Steven explained that this  
25 workshop was to go over the MRA and a funding request for property located at 204 N.  
26 Main and 101 Blanco, Aztec.

27 Mike Smith presented a funding request for the redevelopment of property  
28 located at 204 N. Main and 101 Blanco. Mike Smith presented a video and building  
29 design of the proposed property to Commission.

30 The Aztec Metropolitan Redevelopment Area includes the subject property and  
31 according to the 2018 Downtown Metropolitan Redevelopment Area Plan "Critical to the  
32 success of a Metropolitan Redevelopment Area.

33 Mr. Smith plans to purchase the property and redevelop the structure into a  
34 mixed-use development project. The development project includes commercial space  
35 on the first level and residential units on the second level.

36 Mike Smith presented to the EDAB board and their recommendation was to help  
37 fund him with \$50,000.

38 The City submitted a USDA rural business grant on behalf of Mike Smith. The  
39 City was not awarded the grant. There are funds in the Economic Development Fund

1 and is on agenda for approval in the Special Meeting this evening. Commission has  
2 discussed the amounts to provide to Mr. Smith for the property renovations.

3  
4 **II. ADJOURMENT**

5  
6 Moved by Mayor Snover to adjourn the meeting at 6:04 p.m.  
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18 Mayor, Victor C. Snover

19 ATTEST:

20 \_\_\_\_\_  
21 Karla Saylor, City Clerk  
22

23 MINUTES PREPARED BY:

24 \_\_\_\_\_  
25 Sherlynn Morgan, Administrative Assistant  
26

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

6 **I. CALL TO ORDER**  
7

8 Mayor Victor Snover called the Meeting to order at 7:08 pm at the Aztec City  
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
10

11 **II. INVOCATION AND PLEDGE OF ALLEGIANCE**  
12

- 13 A. Invocation (led by Commissioner Sipe)  
14 B. United States Pledge of Allegiance (led by Mayor Snover)  
15 C. New Mexico pledge of Allegiance (led by Mayor Snover)  
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  
23

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 Lewis to approve the agenda as given; SECONDED  
31 by Commissioner Sipe  
32

33 All voted Aye: Motion passed five to zero  
34

35 **V. BUSINESS ITEMS**  
36

37 A. Resolution 2019-1143 FY19 Year End Budget Resolution  
38

39 Finance Director Kathy Lamb explained that this is for the FY19 budget review.  
40 The Airport Budget requires additional funds due to the timing between the expending of  
41 funds and grant fund reimbursement. We need to transfer \$35,000 from general fund.  
42 The solid waste fund has also exceed budget estimates because of Waste Management  
43 having to provide extra services when Transit Waste failed. We need to transfer  
44 \$20,000 from general fund.  
45

46 MOVED by Commissioner Lewis to Approve 2018-2019 Year End Budget  
47 Resolution 2019-1143 SECONDED by Commissioner Randall

48  
49 A Roll Call was taken; All voted Aye: Motion passed five to zero  
50

51 B. Resolution 2019-1141 Approval of FY19 Fourth Quarter Financial Report  
52

53 Finance Director Kathy Lamb explained that this is a requirement with DFA for  
54 the governing body to approve the 4<sup>th</sup> quarter financial by resolution  
55

56 MOVED by Commissioner Randall to Approve Resolution 2019-1141 Approval of  
57 FY19 4<sup>th</sup> Quarter Financial Report SECONDED by Mayor Pro-Tem Fry  
58

59 A Roll Call was taken; All voted Aye: Motion passed five to zero  
60

61 C. Resolution 2019-1142 Fiscal Year 2020 Annual Budget Adoption  
62

63 Finance Director Kathy Lamb explained that this is will formally adopt the fiscal  
64 year 2019-2020 budget. She explained that there were some changes:  
65

#### 66 REVENUES

- 67 • Airport Fund (\$609,934) – Decrease federal and state grant funding for  
68 construction of Runway 8-26 Lighting; the City must resolve the BLM lease prior  
69 to the FAA approval of funding for any projects at the airport.
- 70 • Capital Projects Fund: \$9,100 – Establish budget for transfer of park impact  
71 fees from Impact Development Fund for construction of trails & plaza area.

#### 72 EXPENDITURES

- 73 • General Fund: \$262,648 Increase in preliminary budget for re-  
74 appropriation of FY2019 budgets to complete purchases/projects not included in  
75 FY2020 preliminary budget.
- 76 • Law Enforcement Protection Fund \$12,875 – Re-appropriate FY2019  
77 funds specific to vehicle purchases (vehicles received July 17, 2019);  
78 authorization for carry-over of LEPF funds will be included with final budget  
79 submission.
- 80 • Economic Development Fund: \$117,000 – Establish a contingency budget to  
81 provide funds for Commission authorized development projects.

- 82 • Impact Development Fund: \$9,100 – Establish budget to transfer  
83 park impact fees to Capital Project Fund for construction of trails & plaza area.
- 84 • Lodgers Tax Fund \$13,200 – LTAB recommends the increase of the  
85 marketing budget by \$2,500 and establishment of contingency budget in the  
86 amount of \$4,000. The contingency fund will allow LTAB to potentially fund  
87 additional events during the fiscal year or increase marketing funds. Several  
88 purchase orders issued during FY2019 were not completed by June 30, 2019  
89 and require the re-appropriation of those funds in FY2020 (\$6,700).
- 90 • Airport Fund (\$533,878) – Delete budget for construction of Runway 8-26  
91 lighting; re-appropriate funds for the Airport Action Plan which is in progress.
- 92 • Capital Projects Fund \$109,100 – Increase N Main Corridor budget for  
93 transfer of park development fees & establish budget for the replacement of a  
94 portion of the roof at the Aztec Boys & Girls Club.
- 95 • Joint Utility O& M: \$1,298,375 – Re-appropriation of FY19 funds due to  
96 projects/purchases not completed as anticipated with preliminary budget:  
97 Electric: \$157,375; Water: \$564,000; and Wastewater: \$577,000

98 Total decrease to revenue, all funds: \$ (600,834)  
99 Total increase to expenditures, all funds: \$ 1,288,420

100  
101 MOVED by Commissioner Sipe to Approve Resolution 2019-1142 FY20 Annual  
102 Budget Adoption SECONDED by Commissioner Lewis

103  
104 A Roll Call was taken; All voted Aye: Motion passed five to zero

105  
106 D. Fiscal Year 2020 Funding Application Appropriations

107  
108 Finance Director Kathy Lamb explained that we received two applications for  
109 funding. Aztec Boys and Girls Club is asking for \$24,000 and the Aztec Museum is  
110 asking for \$25,000.

111  
112 MOVED by Commissioner Sipe to Approve funding to Aztec Boys & Girls Club in  
113 the amount of \$26,000 and Aztec Museum in the amount of \$ 15,000 SECONDED by  
114 Mayor Pro-Tem Fry

115  
116 A Roll Call was taken; All voted Aye: Motion passed five to zero

117  
118 E. Fiscal Year 2020 Funding Application Mike Smith 204 N. Main Ave.

119  
120 MOVED by Commissioner Sipe to Authorize City Staff to negotiate the Economic

121 Development Agreement with Mike Smith regarding 204 N. Main and 101 Blanco and  
122 approve up to \$ 80,000 in funding from the Economic Development fund pending the  
123 Commission's approval of the Economic Development Agreement SECONDED by  
124 Mayor Pro-Tem Fry

125  
126 A Roll Call was taken; All voted Aye: Motion passed five to zero

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129 **VI. ADJOURNMENT**

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131 Mayor Snover moved to adjourn the meeting at 7:51 pm SECONDED by  
132 Commissioner Sipe.

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Mayor, Victor Snover

144 ATTEST:

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

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MINUTES PREPARED BY:

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

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# Staff Summary Report

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	V. CONSENT AGENDA (E)
<b>AGENDA TITLE:</b>	Resolution 2019-1150 NMDOT Temporary Construction Permit (TCP)

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<b>ACTION REQUESTED BY:</b>	City Manager
<b>ACTION REQUESTED:</b>	Approval of Resolution 2019-1150 for donation of a Temporary Construction Permit (TCP) to NM DOT for NM 173 Safety Improvements
<b>SUMMARY BY:</b>	Steve Mueller

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## PROJECT DESCRIPTION / FACTS

The New Mexico Department of Transportation is presently acquiring right of way required for the construction of NM 173 Safety Improvements from US 550 to NM 173 mile post 2 to 3.5 (1.5 miles) and wishes to purchase from the City one Temporary Construction permit (TCP). The parcel of land identified for the TCP is located where Hampton Canyon Road intersects NM 173 (legal description is included in the information packet submitted by NMDOT) and is approximately 1,905 sq. ft. A TCP is a short-term easement which remains in effect only during construction. Upon completion of the project, the property is restored to its original condition and returned to the owner.

The City is entitled to just compensation for the TCP based on an appraisal by the Department. However, I have indicated to NMDOT that, pending approval by the City Commission, the City would be willing to donate the TCP as the NM 173 Safety Improvement project is beneficial to the local community as well as NMDOT.

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<b>SUPPORT DOCUMENTS:</b>	Resolution 2019-1150 Information packet identifying the TCP and donation forms for signature from NMDOT
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to approve Resolution 2019-1150 for the donation of a Temporary Construction Permit (TCP) to NM DOT for NM 173 Safety Improvements Project
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**CITY OF AZTEC**  
**Resolution 2019-1150**

**A Resolution Approving a Temporary Construction Permit between the City of Aztec and  
New Mexico Department of Transportation**

**WHEREAS,** the New Mexico Department of Transportation (NMDOT) is the owner of NM 173;  
and

**WHEREAS,** the NMDOT will be constructing safety improvements on NM 173 from US 550 to  
NM 173 milepost 2 to 3.5 (1.5 miles); and

**WHEREAS,** the NMDOT requires the temporary use of City of Aztec property located at the  
intersection of NM173 and Hampton Canyon Road; and

**WHEREAS,** the temporary construction permit is described as Parcel TCP-01 1,905 sq. ft. to  
be used for turnout during the proposed construction; and

**WHEREAS,** the City of Aztec will donate the temporary use of the described city property to  
the NMDOT during the construction period; and

**NOW, THEREFORE,** be it resolved that the Governing Body of the City of Aztec approves the  
Temporary Construction Permit TCP-01 and authorizes the Mayor to execute the Donation of  
Real Property, Donation Agreement and Temporary Construction Permit attached to this  
Resolution hereto for reference.

**APPROVED** this 13<sup>th</sup> day of August 2019.

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

ATTEST:

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

# Staff Summary Report

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**MEETING DATE:** August 13, 2019  
**AGENDA ITEM:** V. CONSENT AGENDA (F)  
**AGENDA TITLE:** Amend Resolution 2019-1140 for Polling Place Designation approved on July 23, 2019

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**ACTION REQUESTED BY:** City Clerk  
**ACTION REQUESTED:** Approval of Amendment to Polling Place Designation Resolution 2019-1144  
**SUMMARY BY:** Karla Saylor

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## PROJECT DESCRIPTION / FACTS

On July 23, 2019 Resolution 2019-1140 was approved by city commission for Designating the Location of an Election Day Polling Place for Municipal Officer Election Conducted in 2020. That Resolution number was also used for another resolution so the number was duplicated.

This will correct the Polling Place Resolution using Resolution 2019-1144 and no other amendments to the resolution.

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**SUPPORT DOCUMENTS:** Resolution 2019-1144

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2019-1144 A Resolution Designating of an Election Day Polling Place for the Municipal Officer Election Conducted in 2020

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**CITY OF AZTEC**  
**RESOLUTION NUMBER ~~2019-1140~~ 2019-1144**

**A Resolution Designating the Location of an Election Day Polling Place  
for the Municipal Officer Election Conducted in 2020**

**WHEREAS**, pursuant to House Bill Approved 2019 Section 1-22-3.1.D(8) the Governing Body may act in place of County Commission regarding establishing polling places and consolidating precincts; and

**WHEREAS**, the Governing Body of the City of Aztec finds that consolidating precincts, will not result in delays in the voting process, and are centrally located along with the Early Voting location will be available to voters of all precincts in the City of Aztec to cast a vote at the designated polling place; and

**WHEREAS**, the Governing Body of the City of Aztec finds that the polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; and

**NOW, THEREFORE, BE IT RESOLVED** that:

All precincts and portions of precincts that fall within the municipal boundaries of the City of Aztec shall be combined into one consolidated precinct.

The Governing Body of the City of Aztec designates the Election Day polling place (voting convenience center) for the Municipal Officer Election to be conducted on March 3, 2020 as follows:

City of Aztec  
201 W. Chaco  
Aztec, NM 87410

Early Voting will be conducted in the office of the Municipal Clerk located at 201 W. Chaco, Aztec, NM 87410.

**PASSED, APPROVED, and ADOPTED** this 23rd day of July, 2019.

\_\_\_\_\_  
Victor Snover, Mayor

SEAL

**ATTEST:**

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

# Staff Summary Report

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**MEETING DATE:** August 13, 2019  
**AGENDA ITEM:** V. CONSENT AGENDA (G)  
**AGENDA TITLE:** Resolution 2019-1145 Authorizing Closing of Time Certificates of Deposit for City

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**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approve Resolution 2019-1145 Authorizing Closing of Time Certificates of Deposit for City  
**SUMMARY BY:** Kris Farmer

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## PROJECT DESCRIPTION / FACTS

- The banks and independent auditors have asked that formal action be taken to open and close investments.
- This resolution requests the closing of Time Certificate of Deposit 0235659728, in the amount of \$500,000.00, interest rate of 2.25% for 12 months, maturing August 15, 2019, at Citizens Bank, Aztec, New Mexico.

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**SUPPORT DOCUMENTS:** Resolution 2019-1129

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2019-1129 Authorizing Closing of Time Certificates of Deposit for City

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**CITY OF AZTEC  
RESOLUTION 2019-1145**

**AUTHORIZING CLOSING OF TIME CERTIFICATES OF DEPOSIT FOR CITY**

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

**WHEREAS**, the City Commission of the City of Aztec, New Mexico, passed, approved and adopted Resolution 2018-1095 Authorizing signatures for city accounts on August 14, 2018 and identified approved depositories for city funds; and

**WHEREAS**, time certificate of deposit 0235659728, in the amount of \$500,000.00, interest rate of 2.25% for 12 months is expiring August 15, 2019, at Citizens Bank, Aztec NM.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY** of the City of Aztec, New Mexico, to close time certificate of deposit 0235659728 in the amount of \$500,000 at Citizens Bank, Aztec, New Mexico.

**PASSED, APPROVED, SIGNED AND ADOPTED** this 13<sup>th</sup> day of August 2019, by the Aztec City Commission, City of Aztec, New Mexico

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

ATTEST:

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

# Staff Summary Report

**MEETING DATE:** August 13, 2019  
**AGENDA ITEM:** V. CONSENT AGENDA (H)  
**AGENDA TITLE:** Resolution 2019-1146 Authorizing Opening and Closing of Time Certificate of Deposit for City

**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approve Resolution 2019-1146 Authorizing Opening and Closing of Time Certificate of Deposit for City  
**SUMMARY BY:** Kris Farmer

<b>PROJECT DESCRIPTION / FACTS</b>
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- The banks and independent auditors have asked that formal action be taken to open and close investments.
- The Finance Department solicited all approved depositories (Resolution 2018-1095) for interest rates on Wednesday, August 7, 2019, for 6 month certificate of deposit in the amount of \$500,000.00.
- Rate quotes received

Financial Institution	Term	Rate	Earnings Projection
Citizens Bank	6 months	1.84%	\$4,536.99
Vectra Bank	6 months	1.45%	\$3,575.34
Four Corners Community Bank	6 months	0.10%	\$ 246.58
Bank of Southwest	Declined		
Wells Fargo	No Response		
High Desert Credit Union	No Response		
LGIP	30 day net yield	2.324% **	\$5,730.41

\*\* State Local Government Investment Pool (LGIP) 30 day net yield is based on today's (8/8/2019) earnings. It is anticipated this net yield rate will reduce over the next six months in response to investment market changes and the federal rates (financial forecasts indicate the possibility of two more federal rate reductions by the end of the year) reducing the earnings through LGIP.

- The Finance Department recommends retaining the funds locally at Citizens Bank for a six month period (the one year rate is 1.68%). Funds are collateralized at 50% of the certificate (LGIP is not collateralized).

**PROCUREMENT**

- None

**FISCAL IMPACTS**

- Estimated interest earned at 1.84% for 6 months on \$500,000.00 is \$4,536.99.

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**SUPPORT DOCUMENTS:** Resolution 2019-1146

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2019-1146  
Authorizing Opening and Closing of Time Certificates of Deposit for City

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**CITY OF AZTEC  
RESOLUTION 2019-1146**

**AUTHORIZING OPENING AND CLOSING OF TIME CERTIFICATES OF DEPOSIT  
FOR CITY**

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

**WHEREAS**, the City Commission of the City of Aztec, New Mexico, passed, approved and adopted Resolution 2018-1095 Authorizing signatures for city accounts on August 14, 2018 and identified approved depositories for city funds; and

**WHEREAS**, City of Aztec, New Mexico, Finance department solicited all banks authorized as designated depositories of said City per Resolution 2018-1095, for the term of 6 months; Citizens Bank, Aztec, New Mexico offered an interest rate of 1.84% for 6 months.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY** of the City of Aztec, New Mexico, to open time certificate of deposit 0235815827 at Citizens Bank, Aztec, New Mexico, in the amount of \$500,000 interest rate of 1.84% for a 6 month period, beginning August 15, 2019, and to close this time certificate of deposit on its maturity date, February 13, 2020, at Citizens Bank, Aztec, New Mexico.

**PASSED, APPROVED, SIGNED AND ADOPTED** this 13<sup>th</sup> day of August 2019, by the Aztec City Commission, City of Aztec, New Mexico

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

ATTEST:

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

# Staff Summary Report

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**MEETING DATE:** August 13, 2019

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

**AGENDA TITLE:** Memorandum of Understanding (MOU) between City of Aztec Public Library and Mosaic Academy Public Charter School

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**ACTION REQUESTED BY:** Angela Watkins, Library Director

**ACTION REQUESTED:** Approve the MOU Agreement

**SUMMARY BY:** Angela Watkins

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## PROJECT DESCRIPTION / FACTS

- Mosaic Academy Public Charter School, not having a school library, uses Aztec Public Library facility and resources for an average of nine 45 minute class visits per week during academic year.
- Each class visit averages 18-20 students and at least one, but most frequently two, Mosaic Academy staff members.
- The memorandum has been updated to review and update as needed at the request of either party to make sure the needs of both parties are being met by the arrangement.
- There are no special procurement or financial implications

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**SUPPORT DOCUMENTS:** Updated Memorandum of Understanding (MOU) between City of Aztec Public Library and Mosaic Academy Public Charter School. Mosaic Academy Student Expectation Document.

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Memorandum of Understanding (MOU) between City of Aztec Public Library and Mosaic Academy Public Charter School

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505-334-7657

Mayor  
Victor C. Snover

Mayor Pro-Tem  
Rosalyn A. Fry

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



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

### Aztec Public Library/ Mosaic Academy Memorandum of Understanding

The purpose of this contract is to codify our agreement on the services and responsibilities of both Aztec Public Library (319 S ASH) and Mosaic Academy Charter School (450 Llano St.) as regards provision of library services to Mosaic Academy Charter School students during the academic year.

At the beginning of the academic year Mosaic Academy Charter School, in collaboration with the Aztec Public Library Director, will establish a schedule of class visits and an outline as to what is expected of the library and library staff during those class visits. Any deviation from this schedule, or known absences will be communicated to the Library Director.

When accessing the library on a school scheduled class visit, Mosaic Academy students will, at all times, be accompanied by a teacher and student aides who are familiar with the library policies and circulation rules and will take first level responsibility for ensuring that student behavior is appropriate, respectful and in accordance with Aztec Public Library Patron Conduct Rules. Students will meet the Library Expectations for Mosaic Academy Students and the Mosaic Academy Student Code of Conduct.

Students wanting to borrow library material or use library digital services must have a valid Aztec Public Library card in good standing, with their parent or legal guardian as the responsible party. The individual cardholder, and by default the parent or legal guardian in case of a minor, is responsible for all library material checked out on that card. Library cards are not transferable, even within families.

Mosaic Academy agrees to adopt the Aztec Public Library circulation rules and patron conduct policy statement that outlines library patron behavior expectations when in or accessing the Aztec Public Library. The Mosaic Academy Principal and Aztec Public Library Director agree to meet to discuss student behavior issues as and when necessary.

Aztec Public Library and Mosaic Academy agree that this MOU will be seen as a binding contract for one academic year with the ability to extend for an additional year if there are no problems for either party.

This contract will be reviewed as needed at the request of either Aztec Public Library or Mosaic Academy. At that time a determination will be made to the interest and or willingness of both parties to continue a contract, an evaluation will be completed to ascertain the appropriateness of the functions and procedures included herein, and a plan will be created for the coming school year(s), if applicable. All parties involved recognize the importance of ongoing communications to ensure a smooth process and an efficient and effect working relationship.

Diane Mittler Mosaic Academy Principal

7/24/19  
Date

Angela Watkins, Aztec Public Library Director

7/24/19  
Date

\_\_\_\_\_  
Mayor: City of Aztec

\_\_\_\_\_  
Date

Students must bring verification of these immunizations or a verification of a medical or religious exemption at the time of enrollment. Exemptions must be renewed annually.

See the New Mexico Department of Health website at <http://immunizenm.org> for more information.

### **Library Services**

Mosaic Academy students use the Aztec Public Library. While at the library, students may read books of their choice, but may not check out a book without a personal library card. Contact the library directly to obtain a card in your child's name. Below are the behavior expectations for Mosaic students while at the library:

### **Library Expectations for Mosaic Academy Students**

- Enter the library quietly.
- Conversations should not be overheard. Be respectful and aware of others around you. Assume they need quiet.
- Walk in the library.
- It is ok to use mobile devices for activities that would be allowable during academic times at school (like reading or listening to music with headphones or earbuds but NOT making phone calls, taking pictures or playing games).
- Computers may be brought to library to work on projects.
- Games may be quietly played. Chess, Scrabble, puzzles and Mancala are available to borrow at the desk.
- Please leave the library the way you found it. Pick up after others. Never say "that's not my mess".
- Use appropriate school language, speak politely and respectfully to staff and fellow students.
- Library cards are not transferable, not even within families. A library card may only be used by the person in whose name the card is issued.
- Remember that the library is an extension of our school. Mosaic's Code of Conduct applies here too

### **Food Services**

Mosaic Academy works with the Aztec School District to provide food service, including cold breakfast every morning, and lunches with hot entrees. The cost of the breakfast is \$1.75 and the cost of a lunch is \$2.75. Students who qualify are able to receive free or reduced pricing for both breakfast and lunch. Both breakfast and lunch include one serving of milk. Extra milk servings are priced at \$.50. A child who receives a free or reduced lunch is charged for extra milk or an extra meal at the full price.

# Staff Summary Report

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	V. CONSENT AGENDA (J)
<b>AGENDA TITLE:</b>	Resolution 2019-1147 FY2020 Annual Budget Adoption

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<b>ACTION REQUESTED BY:</b>	Finance Department
<b>ACTION REQUESTED:</b>	Approval of Resolution 2019-1147 FY2020 Annual Budget
<b>SUMMARY BY:</b>	Kathy Lamb

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

- On July 25, 2019, the City Commission adopted the FY20 Annual Budget through Resolution 2019-1142. This action included several adjustments to the FY20 preliminary budget. Due to changes in how the State will allow adjustments to the final budget, Resolution 2019-1142 did not include the FY2019-2020 Budget Recap.
- The FY20 Annual Budget was submitted on July 30, 2019. On August 1, 2019, the budget was unlocked to allow the final adjustments to be entered with direction a new resolution be adopted by the Commission which included the FY20 Budget Recap.
- The Commission provided preliminary approval to the budget during the May 28, 2019 meeting following workshops on May 14 and May 28, 2019.
- Adjustments from FY20 Preliminary Budget to FY20 Final Budget

### REVENUES

Airport Fund (\$609,934) – Decrease federal and state grant funding for construction of Runway 8-26 Lighting; the City must resolve the BLM lease prior to the FAA approval of funding for any projects at the airport.

### EXPENDITURES

General Fund: \$262,648 Increase in preliminary budget for re-appropriation of FY2019 budgets to complete purchases/projects not included in Fy2020 preliminary budget.

Law Enforcement Protection Fund \$12,875 – Re-appropriate FY2019 funds specific to vehicle purchases (vehicles received July 17, 2019); authorization for carry-over of LEPF funds will be included with final budget submission.

Economic Development Fund: \$117,000 – Establish a contingency budget to provide funds for Commission authorized development projects.

Lodgers Tax Fund \$13,200 – LTAB recommends the increase of the marketing budget by \$2,500 and establishment of contingency budget in the amount of \$4,000. The contingency fund will allow LTAB to potentially fund additional events during the fiscal year or increase marketing funds. Several purchase orders issued during FY2019 were not completed by June 30, 2019 and require the re-appropriation of those funds in FY2020 (\$6,700).

Airport Fund (\$633,878) – Delete budget for construction of Runway 8-26 lighting; re-appropriate funds for the Airport Action Plan which is in progress.

Capital Projects Fund \$109,100 – Increase N Main Corridor budget for transfer of park development fees & establish budget for the replacement of a portion of the roof at the Aztec Boys & Girls Club.

Joint Utility O& M: \$1,298,375 – Re-appropriation of FY19 funds due to projects/purchases not completed as anticipated with preliminary budget: Electric: \$157,375; Water: \$564,000; and Wastewater: \$577,000

- From preliminary budget approval to the proposed final budget, adjustments have been required in multiple funds for both revenue and expenditure accounts.
  - Total decrease to revenue, all funds: \$ (609,934)
  - Total increase to expenditures, all funds: \$ 1,179,320

<b>FISCAL INPUT</b> (If applicable, Finance Department)
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Total budgeted revenues	\$32,268,045
Total budgeted expenditures	\$46,307,415
Total transfers between funds	\$ 8,504,925

The difference between budgeted revenues and budgeted expenditures is \$14,039,370 requiring the use of cash reserves, primarily in General Fund, Capital Project Fund and Joint Utility.

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<b>SUPPORT DOCUMENTS:</b>	Resolution 2019-1147 including Exhibit A Budget Recap FY2020 Final Adjustments
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**DEPARTMENT’S RECOMMENDED MOTION:** Move and Second Approval of Resolution 2019-1147 FY20 Annual Budget Adoption

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**Resolution 2019-1147**  
**State Of New Mexico, City Of Aztec**  
**2019-2020 BUDGET ADOPTION, 106th FISCAL YEAR**

**WHEREAS,** the Governing body in and for the City of Aztec, State of New Mexico has developed a budget for fiscal year 2019-2020, and

**WHEREAS,** said budget was developed on the basis of need and through cooperation with all departments, elected officials and other department supervisors; and

**WHEREAS,** public workshops meeting for the review of the annual budget were duly advertised and held on May 14 and May 28, 2019. Preliminary approval of the budget was provided on May 28, 2019. The adoption of the final budget was posted and included on the July 25, 2019 Commission Meeting Agenda as required by the State Open Meetings Act; and

**WHEREAS,** it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for fiscal year 2019-2020 and the 2019-2020 Municipality Recap is attached hereto as EXHIBIT "A".

FUND	REVENUE BUDGET	NET TRANSFER BUDGET	EXPENDITURE BUDGET
101 General Fund (11000)	6,353,210	(85,000)	8,323,781
200 Municipal Road (21600)	11,708,326	0	12,505,500
205 LEPF (21100)	28,500	0	41,375
207 Corrections (20100)	65,000	35,000	100,000
215 Economic Dev (29900)	1,500	0	117,000
216 Impact Fees (29900)	0	(9,100)	0
218 Intgvt Grants (21800)	265,187	0	264,687
220 Lodgers Tax (21400)	35,750	0	63,700
230 State Fire (20900)	157,669	0	154,760
270 Airport (29900)	145,966	0	162,197
310 Capital Projects (30500)	2,968,631	9,100	3,457,600
500 Joint Util O&M (52100)	9,465,906	6,586,175	20,036,700
503 Elec R&R (52100)	25,000	(5,551,000)	0
506 Water R&R (52100)	5,000	(850,000)	0
509 WWtr R&R (52100)	5,000	(180,175)	0
530 Water Rights (53500)	6,500	0	40,000
540 Irrigation (59900)	1,000	0	20,065
550 Solid Waste (50200)	1,029,900	0	1,020,050
<b>TOTAL</b>	<b>\$32,268,045</b>	<b>\$ 0</b>	<b>\$46,307,415</b>

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body of the City of Aztec, State of New Mexico, hereby adopts the budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance of Administration.

**RESOLVED:** In session this 13<sup>th</sup> day of August, 2019.

**MUNICIPAL GOVERNING BOARD AZTEC, NEW MEXICO**

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

\_\_\_\_\_  
Mayor Pro-Tem Rosalyn A Fry

\_\_\_\_\_  
Commissioner Mark E. Lewis

\_\_\_\_\_  
Commissioner Austin R. Randall

\_\_\_\_\_  
Commissioner Sherri A. Sipe

ATTEST:

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

**State of New Mexico**  
**Local Government Budget Management System (LGBMS)**

Resolution 2019-1147 Exhibit A

**Budget Recap - Fiscal Year 2019-2020**  
**Aztec (City) - Final - Entity**

Printed from LGBMS on 2019-08-01 12:10:34

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
<b>11000 General Operating Fund</b>	3,614,861.00	0.00	6,353,210.00	-85,000.00	8,323,781.00	1,559,290.00	693,648.42	865,641.58
<b>20100 Corrections</b>	6,404.00	0.00	65,000.00	35,000.00	100,000.00	6,404.00	0.00	6,404.00
<b>20900 Fire Protection</b>	338,853.00	0.00	157,669.00	0.00	154,760.00	341,762.00	0.00	341,762.00
<b>21100 Law Enforcement Protection</b>	16,505.00	0.00	28,500.00	0.00	41,375.00	3,630.00	0.00	3,630.00
<b>21400 Lodgers' Tax</b>	86,191.00	0.00	35,750.00	0.00	63,700.00	58,241.00	0.00	58,241.00
<b>21600 Municipal Street</b>	1,343,736.00	0.00	11,708,326.00	0.00	12,505,500.00	546,562.00	0.00	546,562.00
<b>21800 Intergovernmental Grants</b>	26,325.00	0.00	265,187.00	0.00	264,687.00	26,825.00	0.00	26,825.00
<b>29900 Other Special Revenue</b>	101,234.00	0.00	147,466.00	35,900.00	279,197.00	5,403.00	0.00	5,403.00
<b>30200 CDBG (HUD) Project</b>	4,345.00	0.00	0.00	0.00	0.00	4,345.00	0.00	4,345.00
<b>30500 Gross Receipts Tax Proceeds Project</b>	1,093,462.00	0.00	2,968,631.00	9,100.00	3,457,600.00	613,593.00	0.00	613,593.00
<b>50200 Solid Waste Enterprise</b>	68,420.00	0.00	1,029,900.00	0.00	1,020,050.00	78,270.00	0.00	78,270.00
<b>52100 Joint Utility</b>	14,026,383.00	0.00	9,500,906.00	5,000.00	20,036,700.00	3,495,589.00	0.00	3,495,589.00
<b>53500 Water Rights</b>	518,337.00	0.00	6,500.00	0.00	40,000.00	484,837.00	0.00	484,837.00
<b>59900 Other Enterprise</b>	96,809.00	0.00	1,000.00	0.00	20,065.00	77,744.00	0.00	77,744.00
<b>Totals</b>	<b>21,341,865.00</b>	<b>0.00</b>	<b>32,268,045.00</b>	<b>0.00</b>	<b>46,307,415.00</b>	<b>7,302,495.00</b>	<b>693,648.42</b>	<b>6,608,846.58</b>

**FY2020 FINAL BUDGET ADOPTION**  
**CHANGES FROM PRELIMINARY TO FINAL**

Fund	Dept	Account #	DFA #	Description	Preliminary Budget	Adjustment	Final Budget	Comment
101 Econ Dev (HUB)		101-1115-64200	11000-2014-55030	Professional Services	-	2,100	2,100	Reappropriate funds from FY2019 (Property appraisal)
101 Info Tech		101-1170-63200	11000-2011-54010	Building Maintenance	2,300	2,165	4,465	Reappropriate funds from FY2019 (new lock installations)
101 Project Management		101-1190-64200	11000-2002-55030	Professional Services	-	3,100	3,100	Reappropriate funds property survey (Survey in progress, establish city ROW)
101 Law Enforcement		101-2210-41290	11000-3001-51070	Salaries: Leave Benefit Pay Out	-	25,033	25,033	Possible employee retirement Spring 2020
101 Law Enforcement		101-2210-42100	11000-3001-52010	Bnft: FICA	92,500	7,100	99,600	Possible employee retirement Spring 2020
101 Police		101-2210-83300	11000-3001-58080	Cptl: Vehicles	-	110,000	110,000	Reappropriate funds from FY2019 (vehicles rec'd 7/17/2019)
101 Fire		101-2230-63200	11000-3002-54010	Building Maintenance	4,000	2,800	6,800	Reappropriate funds from FY2019 (purchase order issued in June, services not completed until July)
101 Streets		101-3310-64110	11000-5101-54030	Street Maint Services	50,000	30,000	80,000	Reappropriate funds from FY2019 for misc street/city parking lot crack sealing projects
101 Streets		101-3310-64201	11000-5101-55030	Prof Svcs: East Aztec Arterial	-	77,500	77,500	Reappropriate funds from FY2019
101 Vector		101-5910-51100	11000-5009-53030	Supplies, Vector Control	6,800	1,500	8,300	Increased cost in FY19 due to minimum order requirements
101 Senior Center		101-7010-53210	11000-4008-56040	NonCptl: AV/Telecom	-	1,350	1,350	Reappropriate funds from FY2019 (purchase phones for use in Senior Center vans)
<b>GENERAL FUND BUDGET INCREASE</b>						<b><u>\$ 262,648</u></b>		
205 Police		205-2210-83300	21100-3001-58080	Cptl: Vehicles	-	12,875	12,875	Reappropriate funds from FY2019 (vehicles rec'd 7/17/2019)
<b>LEPF BUDGET INCREASE</b>						<b><u>\$ 12,875</u></b>		
215 Economic Development		215-7110-69700	29900-2002-57999	Contingency	-	117,000	117,000	Establish budget for economic development appropriations approved by City Commission
<b>ECONOMIC DEVELOPMENT FUND INCREASE</b>						<b><u>\$ 117,000</u></b>		
<del>216 Impact/Development Fund</del>	<del>216-9910-90310</del>	<del>29900-0001-61200</del>	<del>Trans: To Capital Projects Fund</del>	<del>Trans: To Capital Projects Fund</del>	<del>9,100</del>	<del>9,100</del>	<del>9,100</del>	<del>Establish budget to transfer fees collected for parks development to Capital Projects Fund for trail and plaza development</del>
<b>IMPACT DEVELOPMENT FEE FUND</b>						<b><u>\$ 9,100</u></b>		
220 Lodgers Tax		220-1116-64241	21400-2002-55010	Svcs: Audit Fees	-	2,600	2,600	Reappropriate funds from FY2019 (independent audit fees)
220 Lodgers Tax		220-1116-67214	21400-2002-57999	Advertising/Promotional Services	40,500	2,500	43,000	LTAB recommends establishment of contingency budget to allow for event funding or marketing opportunities
220 Lodgers Tax		220-1116-67214	21400-2002-57999	Advertising/Promotional Services	43,000	2,600	45,600	Reappropriate funds from FY2019 (marketing contracts in place from FY2019)
220 Lodgers Tax		220-1116-68941	21400-2002-57999	Special Projects Participation	10,000	1,500	11,500	Reappropriate funds from FY2019 (LTAB funding approved; not disbursed as of June 30, 2019)
220 Lodgers Tax		220-1116-69700	21400-2002-57999	Contingency	-	4,000	4,000	LTAB recommends establishment of contingency budget to allow for event funding or marketing opportunities
<b>LODGERS TAX FUND INCREASE</b>						<b><u>\$ 13,200</u></b>		

**FY2020 FINAL BUDGET ADOPTION**  
**CHANGES FROM PRELIMINARY TO FINAL**

Fund	Dept	Account #	DFA #	Description	Preliminary Budget	Adjustment	Final Budget	Comment
270	Airport	270-4900-33291	29900-0001-47398	St Gr: NM Aviation ALP Update	-	54,000	54,000	Establish budget for Airport Action Plan grant (balance of grant)
270	Airport	270-4900-33547	29900-0001-47399	St Gr: NM Aviation Runway Lighting	35,000	(34,944)	56	Establish budget for Runway Lighting Design (balance of state grant)
270	Airport	270-4900-33630	29900-0001-47699	Fed Gr: FAA Runway Lighting	630,000	(628,990)	1,010	Establish budget for Runway Lighting Design only (balance of federal grant)
270	Airport	270-4990-64200	29900-2002-55030	Professional Services	2,500	65,000	67,500	Reappropriate funds from FY2019 (Airport Action Plan in progress)
270	Airport	270-4990-85000	29900-2002-58040	Cptl: Runway 8-26 Lighting	-	1,122	1,122	Reappropriate funds from FY2019 (balance of lighting design contract)
270	Airport	270-4990-89812	29900-2002-58040	Cptl: Runway Improvements	600,000	(600,000)	-	Eliminate budget for Runway Lighting Construction
270	Airport	270-4990-81000	29900-2002-58040	Cptl: Land	100,000	(100,000)	-	No funding currently available for land acquisition
<b>AIRPORT FUND DECREASE</b>					<b><u>\$ (1,243,812)</u></b>			
<del>310</del>	<del>310</del>	<del>9910-39216</del>		Trns: From Impact Development Fund	<del>_____</del>	<del>_____9,100</del>	<del>_____9,100</del>	Transfer of impact/development fees for trail development
310	City Bldgs	310-1180-82100	30500-2002-58010	Capital: Buildings	-	100,000	100,000	Replace portion of roof Aztec Boys & Girls Club
310	Streets	310-3310-85527	30500-2002-58040	Cptl: North Main Corridor	3,000,000	9,100	3,009,100	Increase project budget for transfer in.
<b>CAPITAL PROJECT FUND INCREASE</b>					<b><u>\$ 109,100</u></b>			
500	Electric	500-4510-53210	52100-6006-56040	NonCptl: AV/Telecom	7,350	2,375	9,725	Reappropriate funds from FY2019 (network switch order June/received July)
500	Electric	500-4510-64200	52100-6006-55030	Professional Services	81,000	50,000	131,000	Reappropriate funds from FY2019 (services in progress, not complete as of June)
500	Electric	500-4510-64210	52100-6006-55020	Legal Fees	23,200	25,000	48,200	Reappropriate funds from FY2019 (services in progress for review of Purchase Power Agreement Amendment)
500	Electric	500-4510-83200	52100-6006-58020	Cptl: Equipment	-	24,000	24,000	Reappropriate funds from FY2019 (bid award in June 2019 - meter test board)
500	Electric	500-4510-86111	52100-6006-58040	Cptl: North Main Corridor	110,000	40,000	150,000	Increase budget for electric infrastructure design
500	Electric	500-4510-86515	52100-6006-58040	Cptl: Substation #2		16,000	16,000	Reappropriate funds from FY2019 (project in process - right of way acquisition)
500	Wtr Plant	500-4610-52108	52100-6006-56050	Wtr Pumps Materials & Supplies	-	1,900	1,900	Reappropriate funds from FY2019 (pump order in June; received July)
500	Wtr Plant	500-4610-64200	52100-6006-55030	Professional Services	-	7,300	7,300	Reappropriate funds from FY2019 (reservoir evaluation in progress)
500	Wtr Plant	500-4610-83400	52100-6006-58040	Cptl: Plant 3 & 4 Control & SCADA Upgrade		400,000	400,000	Establish budget for project (bids open July 2019)
500	Wtr Dist	500-4650-52112	52100-6006-56030	Wtr Dist Materials & Supplies	75,000	4,800	79,800	Reappropriate funds from FY2019 ( materials ordered in June; received in July)
500	Wtr Dist	500-4650-87601	52100-6006-58040	Cptl: East Aztec Pump Station	-	150,000	150,000	Reappropriate funds from FY2019 (design in progress; construction in FY2020)
500	WWtr Treatment Plant	500-4710-51100	52100-6006-56999	Supplies	5,000	(3,000)	2,000	FY20 Budget entered incorrectly
500	WWtr Treatment Plant	500-4710-52140	52100-6006-56999	Chemical & Lab Supplies	62,020	(10,000)	52,020	Budget reduction based on FY19 actual allowing for increased costs & unanticipated items
500	WWtr Treatment Plant	500-4710-8*	52100-6006-58040	Cptl: UV Disinfection Unit	-	400,000	400,000	Reappropriate funds from FY2019 (UV Disinfection unit out to bid)

**FY2020 FINAL BUDGET ADOPTION**  
**CHANGES FROM PRELIMINARY TO FINAL**

<b>Fund</b>	<b>Dept</b>	<b>Account #</b>	<b>DFA #</b>	<b>Description</b>	<b>Preliminary Budget</b>	<b>Adjustment</b>	<b>Final Budget</b>	<b>Comment</b>
500	WWtr Collection	500-4750-64200	52100-6006-55030	Professional Services	-	5,000	5,000	Post construction environmental monitoring sewer outfall line
500	WWtr Collection	500-4750-88853	52100-6006-58040	Cptl: North Main Corridor	-	150,000	150,000	Establish budget for North Main sewer collection system
500	WWtr Collection	500-4750-88862	52100-6006-58040	Cptl: E Aztec Arterial & Hwy Sewer	90,000	35,000	125,000	Increase budget based on engineer's estimate for construction (scheduled to bid in August 2019)
<b>JOINT UTILITY FUND INCREASE</b>						<b><u>\$ 1,298,375</u></b>		

# Staff Summary Report

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	V. CONSENT AGENDA (K)
<b>AGENDA TITLE:</b>	ITB 2019-703 Water Plant #3 & #4 Control & SCADA Upgrade Bid Award

---

<b>ACTION REQUESTED BY:</b>	Public Works Department, Finance Department
<b>ACTION REQUESTED:</b>	Approval to Award ITB 2019-703
<b>SUMMARY BY:</b>	Kathy Lamb

---

## **PROJECT DESCRIPTION / FACTS**

- The Water Plant #3 and #4 Control & SCADA Upgrade is the design build for new equipment, plant 3 & 4 control panel replacement and connection of all systems to existing SCADA system for control and monitoring. Components of the project include:
  1. Remove and replace the existing control panel for water treatment plants 3 & 4, replace the flow meters, pressure loss gages and blower motor starters, install pneumatic valve actuators and connect all systems to the existing SCADA system;
  2. Install variable frequency drives on production pumps 1 & 4 and connect all production pump control and monitoring to the existing SCADA system;
  3. Replace polymer injection system, polymer and alum injection ports and connect all chemical feed pumps into the existing SCADA system;
  4. Program existing SCADA system with the new screens to control and monitor the existing and proposed components and system described in items 1 through 3.
  5. Replace existing compressed air dryer located in compressor room.
- This project is the continuation of improvements at the Water Treatment Plant to replace antiquated equipment and increase automated systems.
- This work may require plant #3 & #4 be shutdown during construction. The contractor is required to complete equipment installation and SCADA upgrades by March 1, 2020 prior to the seasonal increase for water production.

## **PROCUREMENT / PURCHASING (if applicable)**

- Invitation to Bid (ITB) was published on the city website, through Vendor Registry, and advertised in the Daily Times on Wednesday, June 12, 2019. A mandatory pre-bid meeting was held on June 20, 2019. One addendum was issued on the bid following the mandatory pre-bid walk through and discussion. The bid was publically opened on Wednesday, July 24, 2019.
- Contract days for project completion will be approximately 213 calendar days (March 1, 2020) from Notice to Proceed.

- One responsive bid was received from Pillar Innovations Inc. in the amount of \$437,365.00. Pillar Innovations completed the work on plants 1 & 2 in 2013/2014 as well as numerous other water and wastewater treatment plant projects.

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<b>FISCAL INPUT / FINANCE DEPARTMENT (if applicable)</b>
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- FY20 Annual Adopted Budget, Joint Utility Fund, includes \$400,000 specific to this project. The award of the bid to Pillar Innovation Inc, including tax, totals \$473,447.61 and will require a budget transfer from the existing Water Capital Budget in the Joint Utility Fund.

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**SUPPORT DOCUMENTS:**

ITB 2019-703 Bid Tabulation

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve award of ITB 2019-Water Plant 3 & 4 Control & SCADA Upgrades to Pillar Innovation, Inc. in the amount of \$437,365.00 plus tax and authorize the City Manager to execute the construction agreement.

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**WATER PLANT #3 & #4 CONTROL AND SCADA UPGRADE**  
ITB #2019-703

BID DATE: JULY 24, 2019 3:00PM  
SCHEDULED AWARD DATE: AUGUST 13, 2019

**RECOMMEND AWARD TO PILLAR INNOVATIONS (ONE BID RECEIVED)**

PILLAR INNOVATIONS INC

ITEM	DESCRIPTION	UNIT	DESIGN LUMP SUM	INSTALL LUMP SUM	TOTAL BID
1	PLANT #3 & 4 CONTROL & SCADA UPGRADE	LS	\$ 42,000.00	\$ 395,365.00	\$ 437,365.00

Total Bid Comparison Including 5% NM State Preference \$ 415,496.75

Total Bid Comparison Including 10% (Maximum) Resident Veteran Preference N/A

# Staff Summary Report

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	V. CONSENT AGENDA (L)
<b>AGENDA TITLE:</b>	Memorandum of Understanding (MOU) between City of Aztec and City of Farmington Electric Utility System for the Ancient Trails Project

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<b>ACTION REQUESTED BY:</b>	Ken George, Electric Director
<b>ACTION REQUESTED:</b>	Approval of MOU
<b>SUMMARY BY:</b>	Ken George, Electric Director

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## PROJECT DESCRIPTION / FACTS

- The City of Aztec currently receives its power through a radial fed 69KV transmission via Farmington Electric Utility System (FEUS). Over the past 20 years the entire City has been without power on several occasions due to problems on this radial fed line. One of the highest priorities for an electric utility is "continuity of service". Our customers demand we have electric power available 24 hours a day, 7 days a week, 365 days a year. The solution is to bring another transmission feed to Aztec.
- The City of Aztec Electric Department and FEUS have worked together to solve the radial feed problem for Aztec in building an electric substation and a new transmission line from Hwy 173 ( Navajo Dam Road) to S Main Ave in Aztec. Much of the new line will follow the proposed arterial truck route. This new transmission line will in effect give the City of Aztec two transmission feeds to serve our town and customers eliminating City wide long term power outages.
- This Memorandum of Understanding (MOU) is an agreement between the two Cities to secure funding and build the project. FEUS will own, maintain and operate the substation and transmission line facilities. The City of Aztec will contribute moneys to the land acquisition, acquiring right of ways, design and construction to the project.
- Once both Cities sign the MOU, FEUS will proceed with the project with an estimated completion date of no later than September 2024.
- Components and estimated costs of the project are:
  - Ancient Trails Substation supporting both FEUS and Aztec on a 50/50 shared basis of ringbus design; Aztec share estimated cost of \$3,500,000.00 (see exhibit 1 and 2);
  - 1.5 miles of 115KV double circuit transmission line supporting both FEUS and Aztec on a 50/50 shared basis of ringbus design; Aztec share estimated cost of \$600,000.00 (see exhibit 3);
  - 6.3 miles of 69kV transmission line supporting both FEUS and Aztec on a 50/50 shared basis; Aztec share estimated cost of \$1,500,000 (see exhibit 3); and

- Aztec Station Phase 3 including installation of a 69kV breaker and metering addition for additional direct Aztec support on a 100% basis; Aztec estimated cost of; \$500,000.00.

## PROCUREMENT

- City of Farmington, as owner of the project, will conduct all procurement related to design and construction of the project.

## FISCAL IMPACTS

- Total estimated contribution to construction from the City of Aztec \$6,550,000.00.
- The FY20 Adopted Annual Budget, Joint Utility O&M Fund, currently includes \$6,000,000 specific to this project. Additional funds will be budgeted based on the progress of the project.
- The MOU provides for semi-annual billings from FEUS based on work completed. Given the estimated timeline for the project, 100% of the funds required may not be expended until 2024.
- The City has planned for this project for several years and has designated cash reserves specific to this project. These cash reserves are held in the Electric Repair & Replacement Fund and are currently invested in certificate of deposits and the State's Local Government Investment Pool (LGIP). These funds will not be transferred to the Joint Utility O&M Fund until project invoices are received from FEUS at which time, a transfer of funds from investments to the City's operating account may be required.
- The annual designation of electric revenues to this cash reserve will continue (as approved through the annual budget process) to rebuild the cash reserve for future electric projects.

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**SUPPORT DOCUMENTS:** MOU between City of Aztec and City of Farmington Electric Utility System  
Exhibits A, 1 & 2  
Route Map  
Structure Drawings

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Memorandum of understanding between the City of Aztec and City of Farmington Electric Utility System for the "Ancient Trails" project.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF AZTEC  
AND  
CITY OF FARMINGTON  
FARMINGTON ELECTRIC UTILITY SYSTEM**

THIS Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Aztec, a New Mexico Municipal Corporation, (“Aztec”), and the City of Farmington, a New Mexico Municipal corporation doing business as the Farmington Electric Utility System (“FEUS”). When referred to jointly, Aztec and FEUS shall be referred to as the “Parties” and may be referred to individually as a “Party.”

WHEREAS, Aztec and FEUS presently operate municipal utility systems pursuant to the statutes of the State of New Mexico; and

WHEREAS, the Parties wish to mutually assist each other insofar as is reasonable and possible in the operation of their respective municipal electric utility systems for the greatest benefits to their respective communities and consumers; and

WHEREAS, the Parties wish to install an Ancient Trails Substation supporting both FEUS and Aztec on a 50/50 shared basis of design and installation; and

WHEREAS, the Parties wish to install approximately 1.5 miles of double circuit 115KV transmission line supporting both FEUS and Aztec on a 50/50 shared basis of design and installation; and

WHEREAS, the Parties wish to install 6.3 miles of 69kV transmission line to support both FEUS and Aztec on a 50/50 shared basis of design and installation; and

WHEREAS, Aztec wishes to have FEUS install the Aztec Station Phase 3 including installation of a 69 kV breaker addition for an additional direct Aztec support of 100%.

NOW, THEREFORE, Aztec and the City, in consideration of the mutual covenants, agreements, and payments outlined below, do hereby agree as follows:

A) FEUS shall install/construct the listed projects for the budgeted/estimated costs as follows and set forth in Exhibit A attached and the City of Aztec and the City of Farmington will both pay 50% of all engineering, design, land accusation cost, construction and material items on the following projects:

- 1) Ancient Trails Substation supporting both FEUS and Aztec on a 50/50 shared basis of ringbus design; Aztec share estimated cost of \$3,500,000.00 (see exhibit 1 and 2);

- 2) 1.5 miles of 115KV double circuit transmission line supporting both FEUS and Aztec on a 50/50 shared basis of ringbus design; Aztec share estimated cost of \$600,000.00 (see exhibit 3);
- 3) 6.3 miles of 69kV transmission line supporting both FEUS and Aztec on a 50/50 shared basis; Aztec share estimated cost of \$1,500,000 (see exhibit 3); and
- 4) Aztec Station Phase 3 including installation of a 69kV breaker and metering addition for additional direct Aztec support on a 100% basis; Aztec estimated cost of; \$500,000.00.

B) The Parties understand that the costs listed are estimates that are to be used for budgeting purposes, and that the actual costs will be provided on completion of the projects.

C) FEUS shall provide an invoice to the City of Aztec semi-annually for work completed on the projects.

D) This Memorandum of Understanding shall have a term of five (5) years and can be extended by mutual action of the Parties.

E) This Memorandum of Understanding may be terminated by FEUS or the City of Aztec at any time upon one hundred eighty (180) days written notice to the other party.

F) Each party agrees to protect, defend, and save the other party, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless and against all claims, demands, causes of action of any kind or character including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of each party's agents, employees, representatives, assigns or subcontractors under this Agreement.

G) This Agreement contains the entire agreement between the parties and shall be binding alike upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and assigns.

H) No amendment or modification shall be valid unless executed, in writing, by both parties with the same formalities as this Agreement.

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

In witness whereof the Parties have signed and sealed this agreement the day and year first above written.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of Farmington, doing business  
as Farmington Electric Utility System

City of Aztec

By \_\_\_\_\_  
Nate Duckett, Mayor

By \_\_\_\_\_  
Victor Snover, Mayor

ATTEST:

\_\_\_\_\_  
Dianne Smylie, City Clerk

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

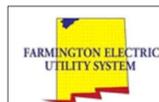
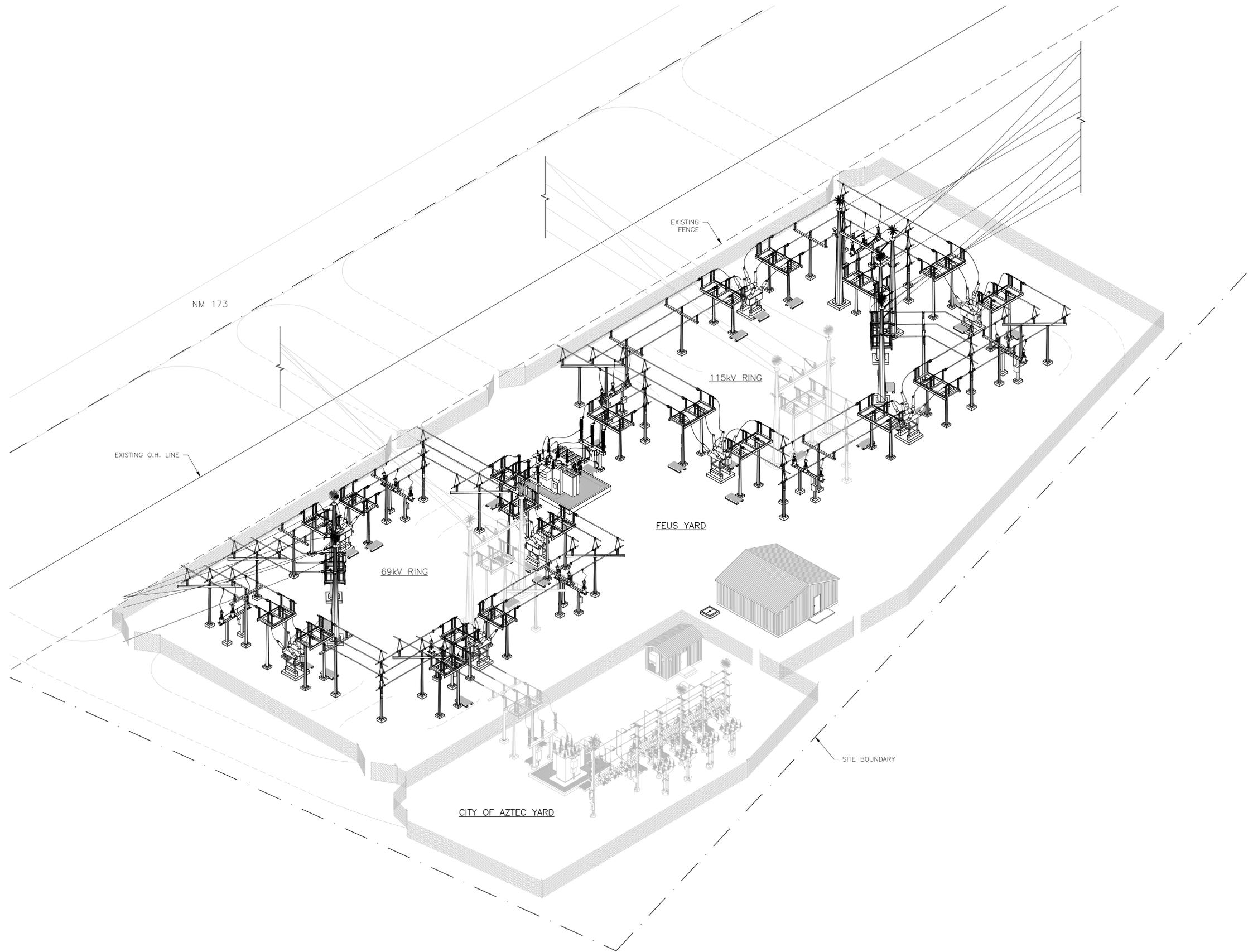
Legal Department  
Approved as to form

Legal Department  
Approved as to form

By: \_\_\_\_\_  
Jennifer Breakell, City Attorney

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

Exhibit (1)



PROPRIETARY DRAWINGS:  
NOT TO BE USED EXCEPT  
FOR FARMINGTON ELECTRIC  
UTILITY SYSTEM.



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Transmission & Distribution Services  
Consulting Engineers & Surveyors  
9550 San Mateo Blvd. NE, Suite G  
Albuquerque, NM 87113  
www.t-d-services.com

No.	REVISION DESCRIPTION	By	Chkd	DATE
1	FEUS REVIEW	JMR	KWA	04/25/19

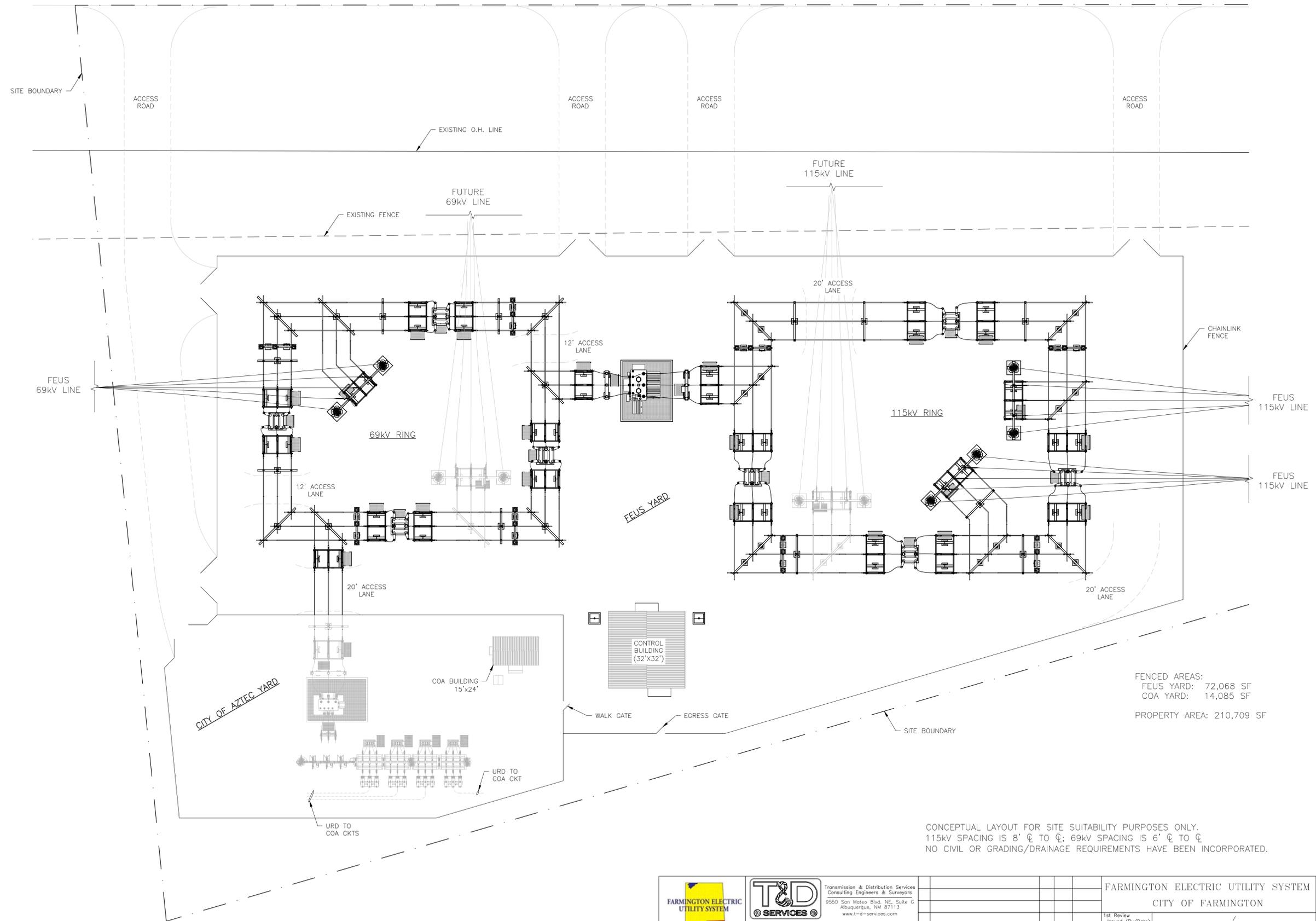
FARMINGTON ELECTRIC UTILITY SYSTEM	
CITY OF FARMINGTON	
1st Review Issued (By/Date)	/
2nd Review Issued (By/Date)	/
IFC (T&D) Issued (By/Date)	/
IFC (FEUS) Issued (By/Date)	/

ANCIENT TRAILS CONCEPTUAL BIRD'S EYE VIEW	
SCALE: N.T.S.	DRAWN BY: JMR
DWG NO. AT-01	SHEET 1 OF 1

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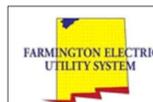
Exhibit (2)

NM 173



FENCED AREAS:  
 FEUS YARD: 72,068 SF  
 COA YARD: 14,085 SF  
 PROPERTY AREA: 210,709 SF

CONCEPTUAL LAYOUT FOR SITE SUITABILITY PURPOSES ONLY.  
 115kV SPACING IS 8'  $\phi$  TO  $\phi$ ; 69kV SPACING IS 6'  $\phi$  TO  $\phi$   
 NO CIVIL OR GRADING/DRAINAGE REQUIREMENTS HAVE BEEN INCORPORATED.



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 Albuquerque, NM 87113  
 www.t-d-services.com

PROPRIETARY DRAWINGS:  
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FARMINGTON ELECTRIC UTILITY SYSTEM			
CITY OF FARMINGTON			
1st Review Issued (By/Date)	/		
2nd Review Issued (By/Date)	/		
IFC (T&D) Issued (By/Date)	/		
IFC (FEUS) Issued (By/Date)	/		
No.	REVISION DESCRIPTION	By	Chkd DATE
1	FEUS REVIEW	JMR KWA	04/25/19

ANCIENT TRAILS CONCEPTUAL SITE LAYOUT	
SCALE: 1"=20'	DRAWN BY: JMR
DWG NO. AT-02	SHEET 1 OF 1

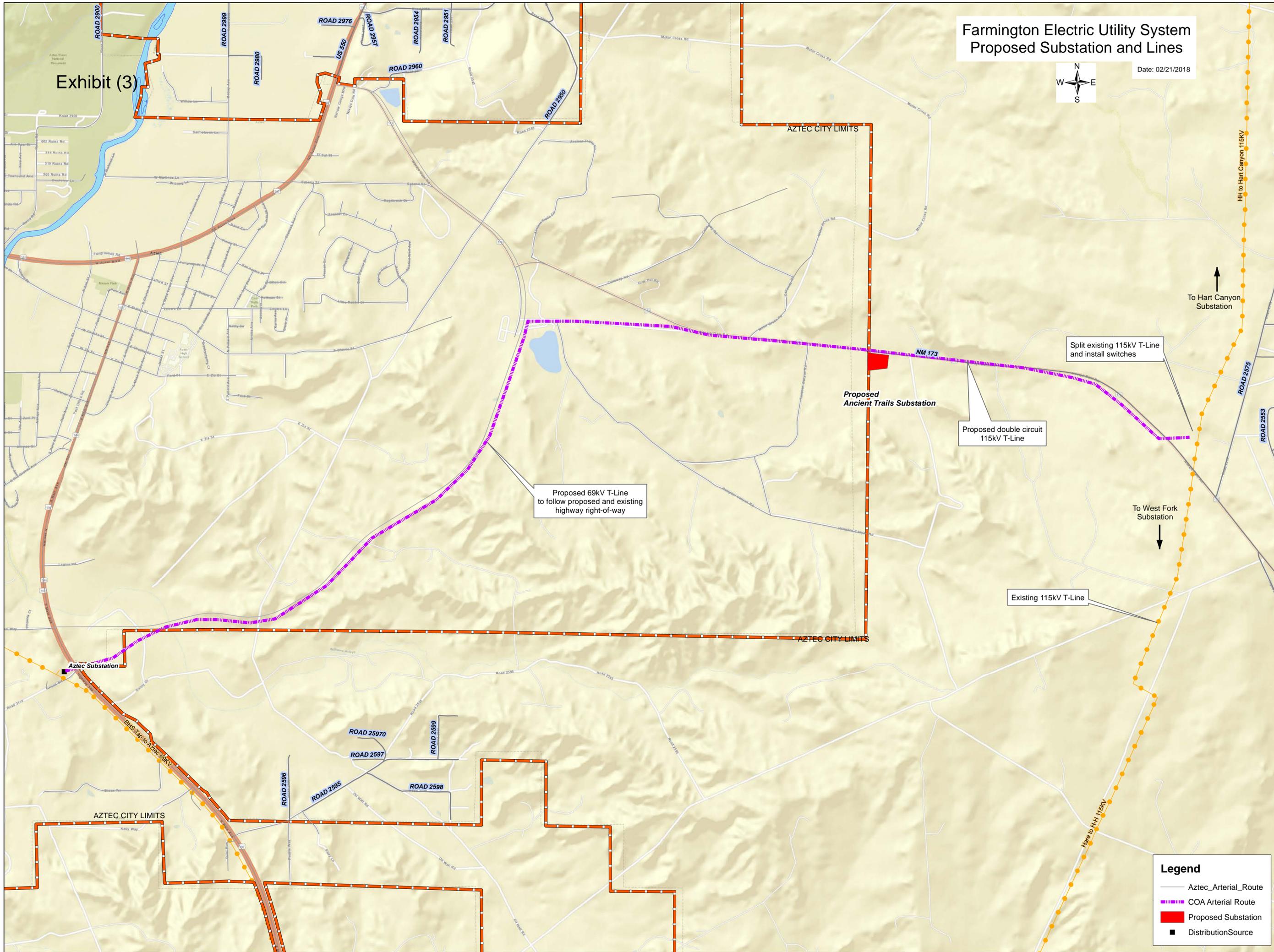
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# Farmington Electric Utility System Proposed Substation and Lines

Date: 02/21/2018



Exhibit (3)



Proposed 69kV T-Line  
to follow proposed and existing  
highway right-of-way

Proposed  
Ancient Trails Substation

Proposed double circuit  
115kV T-Line

Split existing 115kV T-Line  
and install switches

Existing 115kV T-Line

To Hart Canyon  
Substation

To West Fork  
Substation

### Legend

- Aztec\_Arterial\_Route
- COA Arterial Route
- Proposed Substation
- DistributionSource

**Exhibit A: City of Farmington/City of Aztec Transmission Substation**

Item	LOCATION	DETAILS	TOTAL CONSTRUCTION COST <small>MILLIONS OF DOLLARS</small>	COA COST SHARE <small>MILLIONS OF DOLLARS</small>	PERCENGE SPLIT <small>FEUS / COA</small>
1	Ancient Trails Substation	69 kV Three (3) Breaker Ring Bus, Expandable to Four (4) Breakers/ 115 kV Three (3) Breaker Ring Bus, Expndable to Four (4) Breakers. 18/24/30 MVA XFMR	\$7.000	\$3.500	50/50
2	Knickerbocker T-Line	1.5 Miles of 115kV Double Circuit T-Line. Three LB Switches at Tap	\$1.200	\$0.600	50/50
3	Aztec T-Line	6.3 Miles Of 69kv T-Line	\$3.000	\$1.500	50/50
4	Aztec Station Phase 3	Adittional 69 kV Breaker, Switches, PT's, CT's, Take-Off Structure, and Related Steel Structures installed at Aztec Sub	\$0.500	\$0.500	0/100
	Project Management	Engineering, Project Management Inspection	\$0.750	\$0.450	40/60*
TOTALS			<b>\$5.450</b>	<b>\$3.050</b>	

\*Aztec Phase III Engineering is the percentage split diff.

**City of Aztec's Estimated Cost of the Ancient Trails Project is \$6.55 Million.**



# Staff Summary Report

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	V. Consent Agenda (M)
<b>AGENDA TITLE:</b>	Resolution 2019-1149 To Apply for \$50,000 New Mexico Finance Authority Planning Grant

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<b>ACTION REQUESTED:</b>	Steven Saavedra CFM Community Development Director
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<b>SUMMARY BY:</b>	City Staff
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## **PROJECT DESCRIPTION / FACTS**

- The City's Comprehensive Plan, last update in 2002, no longer represents the needs of our community and requires update. The Comprehensive Plan is a document designed to guide the future actions of our community and present the vision for our future, with long-range goals and objectives for all activities that affect the City.
- The Local Economic Development Act (LEDA) was originally adopted in 1999 and was last updated in 2011 (ordinance 2011-407). The Economic Development Plan was prepared in 2010.
- Together, these documents guide the future actions of our community establishing goals and objectives for all activities that affect the City.
- The City of Aztec's Community Development Department seeks approval to submit an application to New Mexico Finance Authority for a \$50,000 planning grant to assist the City with the development of these documents and reduce the burden on the City's General Fund.

## **PROCUREMENT INPUT** (If applicable, Finance Department)

- None Required specific to funding application. Procurement of services to assist with plan documents will be completed according to New Mexico Procurement Laws and City of Aztec Procurement Policy.

## **FISCAL INPUT** (If applicable, Finance Department)

- The FY20 Adopted Annual Budget, Community Development Department, includes funds specific for the Comprehensive Plan Update (\$65,000).

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**SUPPORT DOCUMENTS:** Resolution 2019-1149

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2019-1149 To Apply for \$50,000 New Mexico Finance Authority Planning Grant

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**CITY OF AZTEC**  
**Resolution 2019-1149**

**Authorizing and Approving Submission of a Completed Application for  
Financial Assistance and Project Approval to the New Mexico Finance  
Authority**

- WHEREAS,** The City of Aztec (the "Governmental Unit") is a duly organized municipality created and formed pursuant to the general laws of the State of New Mexico and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and
- WHEREAS,** the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and
- WHEREAS,** pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and
- WHEREAS,** the Community Development Department of the Governmental Unit (the "Governing Body") desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and
- WHEREAS,** the Governing Body intends to submit the Planning Documents to develop its comprehensive plan with an update to the Local Economic Development Act Plan ordinance ("Project") for the benefit of the Governmental Unit and its citizens; and
- WHEREAS,** the application prescribed by the Finance Authority to finance the Planning Documents with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:**

1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.
2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.
3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.
4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.
5. The Community Development Director is designated as the City's official representative.
6. The City Manager is authorized to execute agreement(s) associated with the Local Economic Development Act Plan and the Comprehensive Economic Development Plan
7. This Resolution shall take effect immediately upon its adoption.

**PASSES APPROVED AND ADOPTED** this 13<sup>th</sup> day of August 2019.

City of Aztec

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

(Seal)

ATTEST

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

# Staff Summary Report

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**MEETING DATE:** August 13, 2019  
**AGENDA ITEM:** X. BUSINESS ITEMS (A)  
**AGENDA TITLE:** Final Adoption of Ordinance 2019-492: An Ordinance Amending Chapter 22 Public Property, Section 22-513 and Incorporating the Fee into Chapter 16 Fee Schedule.

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**ACTION REQUESTED BY:** City Staff  
**ACTION REQUESTED:** Final Adoption of Ordinance 2019-492: An Ordinance Amending Chapter 22 Public Property, Section 22-513 and Incorporating the Fee into Chapter 16 Fee Schedule.

**SUMMARY BY:** Steven Saavedra

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## PROJECT DESCRIPTION / FACTS

In 2007, the City of Aztec adopted and or codified an encroachment fee permit of \$75.00 in Chapter 22. However, encroachment fees are absent in Chapter 16. Therefore, the Community Development Department seeks concurrences with Chapter 16 and 22.

### **COA Sec. 22-94. Permit Issuance, Fee, Privileges Granted, Expiration, Renewal.**

1. If the permit required by this article is approved, the Planning Department shall collect a fee of seventy-five dollars (\$75.00) to recover the costs of handling the application and shall issue an encroachment permit.
2. Each permit shall be construed as authorizing merely the temporary privilege to encroach to the extent permitted and subject to the conditions therein stated. No permit shall be deemed to transfer any right, title, or interest of the city.
3. Each permit may be renewed for successive five-year periods without payment of an additional permit fee. (Code 2007, 22-94).

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**SUPPORT DOCUMENTS:** • Ordinance 2019-492

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Final Adoption of Ordinance 2019-492, An Ordinance Amending Chapter 22 Public Property, Section 22-513 and Incorporating the Fee into Chapter 16 Fee Schedule.

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**City of Aztec  
ORDINANCE 2019-492**

**An Ordinance Amending Chapter 22 Public Property,  
Section 22-513 and Incorporating the Fee into  
Chapter 16 Fee Schedule**

**WHEREAS:** The City in 2007 codified the City Code; and

**WHEREAS:** Chapter 16 was created to consolidate all fees into one chapter; and

**WHEREAS:** Staff discovered that a fee amount within Chapter 22, Sec. 22-94 was still retained.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the City of Aztec, New Mexico that Ordinance 2019-492 which amends Chapter 22 Public Property, Section 22-94 and places such fee within Chapter 16, Article IX. Division 5 is hereby

**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: \_\_\_\_\_

**Chapter 22  
PUBLIC PROPERTY**

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**ARTICLE IV. ENCROACHMENTS ON CITY PROPERTY**

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**Sec. 22-94. Permit Issuance, Fee, Privileges Granted, Expiration, Renewal.**

1. If the permit required by this article is approved, the Planning Department shall collect a fee ~~of seventy-five dollars (\$75.00)~~ as established in Chapter 16, Sec. 16-298. The fee is to recover the costs of handling the application and shall issue an encroachment permit.
2. Each permit shall be construed as authorizing merely the temporary privilege to encroach to the extent permitted and subject to the conditions therein stated. No permit shall be deemed to transfer any right, title or interest of the city.
3. Each permit may be renewed for successive five-year periods without payment of an additional permit fee.  
(Code 2007, 22-94)

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**ARTICLE IX. COMMUNITY DEVELOPMENT FEES**

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**DIVISION 5. ENCROACHMENT FEES**

**Sec. 16-298. Permit Fee.**

The City shall collect a permit fee of seventy-five dollars (\$75.00) for each encroachment permit submitted to the Community Development Office for review. The City shall deposit the fees so collected in the General Fund of the City.

**Secs. 16-299 to 16-300. Reserved.**

# Staff Summary Report

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**MEETING DATE:** August 13, 2019  
**AGENDA ITEM:** X. BUSINESS ITEM (B)  
**AGENDA TITLE:** Final Adoption of 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

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**ACTION REQUESTED BY:** Mayor Victor C. Snover  
**ACTION REQUESTED:** Final Adoption of 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

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## **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.

To date staff has not received a response from the public.

## **PROCUREMENT**

None

## **FISCAL IMPACTS**

None

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**SUPPORT DOCUMENTS:** Ordinance 2019-493

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Final Adoption of 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

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**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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
			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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
	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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
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 <sup>st</sup> Offense	No	\$76	\$29	\$105
	2 <sup>nd</sup> Offense	No	\$151	\$29	\$180
	3 <sup>rd</sup> 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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
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

<b>Citing</b>	<b>Title</b>	<b>Appearance Required</b>	<b>Fine Amount</b>	<b>Court Costs</b>	<b>Total Fine</b>
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

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	X. Business Item (C)
<b>AGENDA TITLE:</b>	Intent to Adopt Ordinance 2019-494 Amending Chapter 21 Solid Waste and Recyclables

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<b>ACTION REQUESTED BY:</b>	City Staff
<b>ACTION REQUESTED:</b>	Approve Intent to Adopt Ordinance 2019-494 Amending Chapter 21 Solid Waste and Recyclables
<b>SUMMARY BY:</b>	Delain George

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## PROJECT DESCRIPTION / FACTS

- Chapter 21 – Solid Waste has not been updated since 2008 and is in need of a revision.
- February 2019, a Solid Waste Management contract was awarded to Waste Management of New Mexico to be the Solid Waste provider for the City of Aztec.
- The proposed ordinance clearly defines items related to solid waste and recycling, previous ordinance had no mention of recycling.
- It defines classification for recycling fees; fees are stated in Chapter 16. The fee for curbside recycling was made mandatory for all residents whether they choose to participate in the recycling program or not. This regulation has been defined to the amended ordinance.
- This ordinance also allows Community Development Department to determine placement of carts and dumpsters, especially when the placement of a trash container may create a nuisance or safety hazard for pedestrian or vehicular traffic.

## PROCUREMENT

Not Applicable

## FISCAL IMPACTS

Not Applicable

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<b>SUPPORT DOCUMENTS:</b>	Chapter 21 (existing); Chapter 21 as proposed; Ordinance 2019-494
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to Approve the Intent to Adopt Ordinance 2019-494 Amending Chapter 21 Solid Waste and Recyclables
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**City of Aztec  
Ordinance 2019-494**

**Amending Chapter 21 Solid Waste and Recyclables**

**WHEREAS:** The City of Aztec has contracted with a new solid waste management company; and

**WHEREAS:** The City of Aztec has not updated Chapter 21 – Solid Waste since 2008; and

**WHEREAS:** Staff has determined the need to update Chapter 21 so that it addresses current solid waste disposal and recyclables,

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the City of Aztec, New Mexico that Ordinance 2019-494 updates Chapter 21 Solid Waste and Recyclables 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: \_\_\_\_\_

**Chapter 21  
SOLID WASTE AND RECYCLABLES**

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## Chapter 21 SOLID WASTE AND RECYCLABLES

### ARTICLE I. IN GENERAL

#### **Sec. 21-1. Penalty.**

Violations of this chapter are punishable as provided in Section 1-8.

#### **Sec. 21-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

##### **Ashes**

The residue from the burning of wood, coal, coke or other combustible material.

##### **Bag**

A closed container of moisture-resistant plastic, paper or other pliable material which is waterproof and capable of holding solid waste during normal handling conditions and which is of sufficient strength to contain the contents put into it without breaking or rupturing.

##### **Brush**

A volunteer growth of bushes and such as is growing out of place in the location where growing, and shall include all cuttings from trees and bushes; also, high and rank vegetable growth which may conceal filthy deposits.

##### **City Manager or Designee**

The city manager may employ the number of persons necessary to maintain efficient garbage collection service and shall designate the code enforcement officer as the person responsible for the enforcement of this article. Nothing in this article shall be construed as delegating any rule-making authority of the city to any person other than the city manager within the administration of the city.

##### **Collection Agency**

The city, or other collectors authorized by the city, shall collect all refuse within the city. No person, except as provided in this article, shall collect or gather refuse within the city.

##### **Combustible Trash**

Includes paper, cardboard, leaves, straw, grass clippings, sawdust, shavings, small tree and shrub clippings, and all similar flammable or combustible material which has been discarded.

##### **Commercial Container**

Metal or plastic containers supplied by contractor affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.

##### **Construction and Demolition Debris**

Materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe,

gypsum wallboard and lumber from the construction or demolition of a structure as part of a construction or demolition project, and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing or land development operations for a construction project, but if construction and demolition debris is mixed with any other types of solid waste, whether or not originating from the construction project, it loses its classification as construction or and demolition debris.

**Contractor**

Any individual or business that the city has an existing legal and exclusive contract for pickup, hauling or disposal of all solid waste, refuse and recyclables within the city.

**Curbside**

That portion of the right-of-way adjacent to paved or traveled roadways.

**Debris**

Automobile frames, loose brush, dirt, concrete, rocks, bricks, lumber, plaster, sand, gravel, or other waste construction materials.

**Garbage**

Includes any and all accumulation of putrescible or decomposable animal and vegetable wastes resulting from the process, storage, sale, handling, preparation, cooking, serving or consumption of food, of any kind.

**Handbill**

A printed advertisement or other notice distributed by hand.

**Hazardous Waste**

1. All waste defined or characterized as hazardous by the federal Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), as amended, including the Resource Conservation and Recovery Act of 1976 and all future amendments thereto, or regulations promulgated there under and
2. All waste defined or characterized as hazardous by the principal agencies of the State of New Mexico having jurisdiction. Hazardous Waste shall not include incidental household Hazardous Waste or Small Quantity Generator Waste (as defined by the Solid Waste Disposal Act) that is commingled with refuse.

**Home Composting**

The controlled decomposition of organic material, including, without limitation, yard trimming and kitchen scraps, into humus by any person owning or occupying any place or premises in the City of Aztec.

**Litter**

Scattered refuse or rubbish.

**Miscellaneous Special Waste**

Any waste meeting the descriptions which follow is a “special waste,” but is referred to as “miscellaneous special waste”:

1. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills, or cleanup and floor sweepings)

2. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCB's). (Examples are: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB's, etc. Note: PCB solids, semi-solids or liquids delivered in bulk or drums are not "miscellaneous special waste" but are "special waste.")
3. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined "empty" according to the criteria specified at 40 C.F.R. 261.7).
4. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc. Note: "special waste," but not a "miscellaneous special waste.")
5. Commercial products or chemicals: off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use)
6. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste. (Note: residue and debris from spills or releases not meeting this definition are "special waste" not "miscellaneous special waste.")
7. Waste from a medical practitioner, hospital, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory. This includes any waste produced at these facilities, except residue from incinerators, septic tank pumpings or wastewater treatment sludges which are all "special wastes," but not "miscellaneous special wastes." (Note: discarded chemicals from the above facilities should be treated as "chemical waste from a laboratory," as provided in subsection 5.a. above.)
8. Animal waste and parts from slaughterhouses or rendering plants. (This excludes wastes from fur or leather products manufacturers, which are "special wastes.")
9. Waste produced by the mechanical processing of fruit, vegetables or grain (This includes such wastes as finds, hulls, husks, pods, shells and chaff. Food processing wastes, which are aqueous, or sludge, which have been contaminated with dyes, additives or preservatives are "special waste," but not "miscellaneous special waste.")
10. Pumpings from septic tanks used exclusively by dwelling units. (Single-family homes, duplexes, apartment buildings, hotels or motels.)
11. Sludge from a publicly owned sewage treatment plant serving primarily domestic users. (i.e. with no substantial industrial or chemical (influent.)
12. Grease trap wastes from residences, restaurants, or cafeterias not located at industrial facilities.
13. Wash water wastes from commercial car washes. (Note: this does not include facilities used for washing the exterior of bulk chemical or waste tank trucks or for washing out the interior of any truck; such wastes are "special wastes.")
14. Wash water wastes from commercial laundries or laundromats. (Note: this does not include waste from a dry cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers; such wastes are "special wastes.")
15. Chemical-containing equipment removed from service. (Example: cathode ray tubes, batteries, fluorescent light tubes, etc.)

16. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process. (Note: chemicals or wastes removed or drained from such equipment or facilities are “special wastes.”)
17. Closed cartridge filters from dry-cleaning establishments. (Such filters being used to filter used dry cleaning fluids or solids.)
18. Tires.

**Overage**

Defined as Refuse or Recyclable Materials exceeding its containers' intended capacity, or Refuse or Recyclable Materials placed on top of or in the immediate vicinity of the container.

**Person**

Every person, firm or corporation owning, leasing, living within, conducting a place of business within, or controlling any house, single or multiple family residence unit, shop, hotel, restaurant, market, store, warehouse, apartment or tenement building, or other establishment or place of business within the city.

**Prohibited Waste**

Items considered hazardous, such as radioactive materials, car batteries, chemicals, asbestos, pesticides, herbicides, medical waste or liquids.

**Qualified Physically Disabled Resident**

A residential unit where there are no residents who are physically capable of moving a residential container (polycart) to and from the standard curbside location for collection.

**Recyclable Materials**

Items designated by the city or its contractor as allowable materials acceptable for recycling.

**Refuse**

All putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, community, and municipal garbage, trash, paper, rubbish, ashes, and demolition and construction wastes. The term “refuse,” as used herein does not include Hazardous Waste, Special Waste, or Miscellaneous Special Waste as defined in this article; designated waste or contaminants that may be injurious to personnel engaged in solid waste handling, including but not limited to infectious waste, sewage and body wastes, acids, explosives, radioactive material and septic tank pumping, large mechanical devices; or any materials that are, or in the future become, prohibited from receipt, handling or disposal as municipal solid waste by state, federal or local law, regulation, rule, code, ordinance, order, permit, or permit condition.

**Residential Premises**

A dwelling within the City limits occupied by person or group of person comprising not more than four (4) families. A residential premise may be deemed occupied when either water or electric services are being supplies thereto. A dwelling, whether of single or multi-level construction; consisting of four or fewer units shall be treated as a residential premises.

**Residential Waste**

Garbage or trash generated by a resident and places curbside for the regular collection at a residential premise, but does not include unacceptable waste, debris or bulky waste.

**Rubbish**

Includes but is not limited to all nonputrescible solid wastes, excluding ashes, combustible and noncombustible wastes such as paper, cardboard, cans, wood, yard clippings, leaves, dirt, bedding, weeds, litter, crockery, glass, glassware and similar materials.

**Ruins**

The remains of something collapsed, dilapidated or destroyed.

**Solid waste**

Solid or semisolid discarded material, including but not necessarily limited to ashes, combustible trash, garbage, refuse and rubbish.

**Special Waste**

Any waste from a non-residential source, meeting any of the following descriptions: A containerized waste (e.g., a drum barrel, portable tank, box, pail, etc.), waste transported in a bulk tanker, liquid waste, sludge waste, waste from an industrial process, waste from a pollution control process, residue and debris from the cleanup of a spill or release of chemical substances, commercial products, contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, or reclamation.

**Trash**

All household refuse other than garbage, debris, loose brush and bulky waste; trash shall include grass, yard clippings, weeds, heavy accumulations of newspaper and magazines, recyclable materials, old clothes and other household trash of like kind, but shall not include unacceptable waste.

**Unacceptable or Unauthorized Waste**

Waste which is prohibited from disposal at a sanitary landfill by state, federal and/or local laws and regulations or hazardous waste, special waste, dead animals, except for animals euthanized under authority and direction of contractor, appliances containing chlorofluorocarbons (CFC's) that do not bear a certification tag that shows the CFC's have been properly recovered in accordance with federal and/or state laws. Includes such materials as florescent bulbs, mercury containing products, oil-based paint, latex paint (unless dry), oils, petroleum products, flammable products or explosives.

**Unhealthy or Unsanitary Site**

A site where conditions represent a threat to human health and public safety, due to accumulations of waste material or frequency of service.

**Unightly Site**

A site that represents a visual blight to the surrounding area.

**Weeds**

An unsightly, useless, troublesome or injurious herbaceous plant, when such plant is out of place at the location where growing, and includes all rank vegetable growth which emits unpleasant or noxious odors, and, also, high and rank vegetable growth that may conceal filthy deposits and any plant found to be non-native, undesirable or that opposes the management objectives of the land as defined by New Mexico State University's Weeds

Information website, and the Natural Resources Conservation Services (NRCS) list of invasive species.

**Wreckage**

The broken, disrupted and disordered parts or material from a disabled, collapsed, destroyed or dilapidated structure, vehicle or other object.

**Yard Waste**

Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative materials not greater than six inches in diameter that result from landscaping maintenance. The term does not include stumps, roots or shrubs with intact root balls.

**Sec. 21-3. Cleanliness of Property.**

It shall be unlawful for the owners or occupants of commercial or residential land of all kinds, including undeveloped land, to fail to maintain such property, including sidewalks, curbs, parking and adjacent rights-of-way, including alleys, in a clean and litter-free manner.

**Sec. 21-4. Sweeping Litter onto Streets, Alleys or Sidewalks.**

It shall be unlawful for any person to sweep litter, debris or yard waste onto the streets, alleys or sidewalks from adjacent property.

**Sec. 21-5. Nuisance on Property.**

It shall be unlawful for an owner or occupant to create or allow a nuisance to remain upon his property or any lot occupied by him. Such nuisance may include decaying vegetable or animal matter that causes an offensive odor or health hazard.

**Sec. 21-6. Dumping of Litter.**

1. It shall be unlawful to dump, deposit, drop, throw, discard, leave, cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of litter upon any public or private property in this city or upon or into any river, lake, pond or other stream or body of water or upon or into any roadside, ditch, glade, or arroyo in this city, unless:
  - 1) The property has been designated by the city for the disposal of litter; or
  - 2) The litter is placed in a receptacle or other container intended by the owner or tenant of that property for the deposit of litter.
2. All complaints of alleged illegal dumping or disposal of litter in violation of this section, shall be investigated by the city. Enforcement officers shall, wherever practicable, inspect any illegally disposed litter found on any street, alley, public place, private place, or trash receptacle where trash was deposited by others not in control or not having ownership of such property, for any traceable ownership. Any personal identification or traceable ownership found in illegally dumped litter shall constitute prima facie evidence that the

person whose identifying information is found, is presumed as the owner of such litter who dumped or placed such litter at the point where the violation occurred.

### **Sec. 21-7. Handbill Distribution.**

It shall be unlawful to:

1. Place, throw or deposit any handbill in or upon any sidewalk, street or other public place within the city;
2. Place, throw or deposit any handbill in or upon any vehicle; provided, however, that it shall not be unlawful in any public place for a person to hand out or distribute without charge to the receiver thereof a noncommercial handbill to any occupant of a vehicle willing to accept it;
3. Place, throw or deposit any handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant;
4. Place, throw, deposit or distribute any handbill upon any private premises if requested by anyone thereon not to do so or if there is placed on such premises in a conspicuous position near the entrance thereof, a sign bearing the words "no trespassing," "no peddlers or solicitors," "no advertisement," or any similar notice, indicating in any manner that the occupants of the premises do not desire to be molested or to have the right of privacy disturbed or have any such handbill left upon such premises;
5. Place, throw, deposit or distribute any handbill in or upon private premises which are inhabited, except by handing or transmitting any such handbill directly to the owner, occupant or other person then present in or upon such private premises. However, if inhabited private premises are not posted, as provided in this section, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or upon the sidewalks, streets or other public places within the city, and except that mailboxes may not be so used when so prohibited by federal postal law or regulations. This subsection shall not apply to the distribution of mail by the United States or to newspapers, except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or adjacent private property;
6. Throw out, drop or deposit within the city any litter, handbill or any other object from an aircraft or vehicle; or
7. Post or affix any notice, poster or other paper or device calculated to attract the attention of the public to any lamppost, public utility pole, tree in the public right-of-way, or upon any public structure or building.

**Sec. 21-8. Burning.**

The burning of trash, brush, rubbish, refuse, leaves, weeds, grass or solid waste of any nature within the city shall be prohibited without a special burn permit issued by the city fire department. The permit holder must comply with the conditions set forth in the permit and with all applicable state environmental regulations.

**Sec. 21-9. Cleanliness of Parking Lots.**

1. It is the obligation of the city to provide receptacles for the deposit of litter in municipal parks and parking areas and of the owner or occupant of an establishment with private parking lots to provide such receptacles.
2. The Community Development Department shall have the authority to determine the number of receptacles necessary to provide proper containerization on both public and private parking lots. All such receptacles shall be properly weighted or designed to the specifications set forth by the Community Development department as necessary to prevent spillage.
3. It shall be the responsibility of the owner or manager of each public or private parking lot to collect the refuse and trash deposited in such containers and to move this material to a city-approved location for mechanical pickup.
4. It shall be the obligation of all persons using parking areas to use such refuse receptacles or containers as provided in this section for the purposes intended.
5. It shall be unlawful for any person to dump, scatter or throw upon any parking lot any refuse, litter, garbage or trash of any kind except into receptacles provided for such purpose.

**Sec. 21-10. Containment of Refuse.**

It shall be unlawful to permit the accumulation of refuse upon any property within the city except in bags, cans or containers provided for the disposal of such refuse.

**Secs. 21-11 to 21-20 Reserved.**

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**ARTICLE II. COLLECTION AND DISPOSAL SERVICE**

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**Sec. 21-21. City's Authority.**

Pursuant to NMSA 1978, § 3-48-2, the collection and disposal of refuse in the city shall be subject to the exclusive control of the city.

Pursuant to NMSA 1978, § 3-48-3, the city may require each person owning or controlling real property to pay a reasonable fee for the collection and disposal of refuse and shall determine if the city or contractor shall collect the fee for collection and disposal of the refuse. The refuse collection fee shall only be charged against real property that is occupied or has been previously occupied. The city may require the person owning or controlling real property to pay the refuse collection fee whether or not the refuse collection is used by the person owning or controlling real property.

**Sec. 21-22. Responsibility of Owner and Occupant of Premises.**

1. The owner of any premises, as well as the occupant thereof, shall be subject to the terms of this chapter and shall be liable for violations thereof.
2. The owner of any premises, as well as the occupant thereof, shall have the right to appeal any decision by the City Manager to the City Commission.

**Sec. 21-23. Refuse Collection Generally.**

1. All refuse accumulated in the city shall be collected, conveyed and disposed of by the city or its designated contractors or agents.
2. The city, or other contractors authorized by the city, shall collect all refuse within the city. No person, except as provided in this article, shall collect or gather refuse or recyclables within the city.
3. No person shall collect, convey over any of the streets or alleys of the city or dispose of any refuse accumulated in the city except as provided in this article.
4. The City Manager or designee has the authority to make regulations concerning the days of collection, type and location of pickup, and conveyance and disposal of refuse and to change and revoke such.
5. This chapter shall not prohibit the actual producers of refuse or the owners of premises upon which refuse has accumulated from personally collecting, conveying and disposing of such refuse, provided such producers or owners comply with this chapter and with any other governing law or ordinance and provided, further, that such actual producers shall not be exempt from the payment of refuse collection fees assessed by the city.

6. This section shall not prohibit refuse collected outside the city to be transported over city streets to landfills not owned or operated by the city, provided such collectors comply with the sections of this Code regarding transportation of refuse.

## **Sec. 21-24. Classification of Fees for Solid Waste and Curbside Recycling Service.**

### **1. Residential Service**

- 1) Individual residential solid waste and curbside recycling service (four units or less).  
Individual solid waste service rates under this subsection shall be per single-family unit and residential curbside recycling service rates under this subsection shall be per single-family unit. Rates shall apply to individual homes, individual mobile homes, duplexes, triplexes, fourplex units, condominiums, small mobile home parks, and multifamily or apartment buildings which contain four or fewer single-family units. *Exception:* Any multi-family unit, with two or more units creating a hazard or nuisance, by having too many carts for the space allowed for cart placement. This will be determined by the Community Development Department and location may be required to have a commercial container in lieu of individual carts. Each single-family unit which is subject to the individual residential service rate shall be provided with one container in which to place solid waste in accordance with the other regulations provided within this chapter. Each residential family unit that requests recycling service shall be provided with one container for the collection of recyclable materials. Residents who choose not to participate in the recycling program will not be provided a recycling container but will be assessed the full monthly recycling service fee. This fee shall be based on the actual unit cost attributed to the recycling program. Any single-family residential unit requesting more than one solid waste or recycling container shall be provided with the applicable additional container and assessed the fee for the additional container. Rates are under this subsection shall be charges pursuant to the rates set forth in Chapter 16, Fee Schedule, Article IV, Sec. 16-211. Solid Waste and Recycling Rates.
- 2) Extra collections for Solid Waste or Recyclable.  
Extra collection charges requiring more collections than monthly assessment and shall be determined by city and/or contractor. Rates set forth in Chapter 16, Fee Schedule, Article IV, Sec. 16-211. Solid Waste and Recycling Rates.
- 3) Additional Bulky Waste Item Pickup.  
Additional bulky item pickup services may be available to each residence at the customer's request for an additional fee. Rates set forth in Chapter 16, Fee Schedule, Article IV, Sec. 16-211. Solid Waste and Recycling Rates.
- 4) Replacement of Lost, Stolen or Missing Polycart.  
Charges may be assessed to replace a lost, stolen or missing polycart. Rates set forth in Chapter 16, Fee Schedule, Article IV, Sec. 16-211. Solid Waste and Recycling Rates.

## 2. Commercial Service

- 1) Commercial container service rates.  
The fee schedule set forth in Chapter 16, Fee Schedule, Article IV, Sec. 16-211.Solid Waste and Recycling Rates, establishes the monthly charge for specific levels of service and applies to multiunit residential service of five units or more and to all businesses.
- 2) Multiunit residential service (five units or more).  
Multiunit residential service rates under this subsection shall be charged pursuant to the Commercial container (bin) rate schedule set forth Chapter 16, Fee Schedule, Article IV, Sec. 16-211.Solid Waste and Recycling Rates and shall apply to all multifamily, apartment or condominium buildings, which contain five or more units.
- 3) Commercial compactor units, Recycle containers, Roll-off containers.  
The use of compactors, containers, dumpsters, and roll-off containers shall be the subject of private agreements between the Contractor and users to the extent possible, if not regulated by the Aztec Municipal Code. When conflicts exist as to the type, size or frequency of collection, the City Manager will make the final determination.
- 4) Service and payment required.  
The owners or occupants of all premises in the city are required to receive refuse collection, removal and disposal service and to pay the fee for such service whether utilized by such owner or occupant or not.

## 3. Additional Provisions for Residential and Commercial Service.

- 1) Extra Service Charges.  
The City Manager shall have authority to direct the imposition of a reasonable extra service charge for special inspection work, the removal of excess amounts of refuse, landfill usage, or special handling, upon an hourly or other cost-related basis.
- 2) Lien for Nonpayment.  
The fees provided by this section are assessed against the properties within the city receiving or benefiting from such refuse collection service. If such fees are not paid within 30 days after normal city billing for such service, the amount assessed may be a lien upon the property receiving or benefiting from such service. Collection of such assessment shall be made in the manner provided by law.
- 3) Interruption of Service.  
An interruption of residential or commercial solid waste or recyclable service due to the request of a customer lasting less than 30 days will be deemed a continuation of service for the entire month and will not be the subject to credit on the customer's billing. Interruptions of service requested by the customer of greater than 30 days will be adjusted on the customer's billing on a monthly basis.
- 4) Other Utility Charges.  
The charges for residential solid waste services as provided in this section shall be nonseparable from the water and sewer charges imposed by Chapter 16, Fee

Schedule. Exception: Mobile home parks meeting requirements of section 21-25.2.(c).

5) State and Other Taxes.

The state governmental gross receipts tax and other taxes, if applicable, shall be added to the rates and charges established by this section.

**Sec. 21-25. Recycling Program.**

1. Residential Recycling Program.

The Contractor will implement a residential curb side recycling program in coordination with the City to ensure compliance with the Aztec Municipal Code. Residents who choose not to participate in the recycling program will not be provided a recycling container but will be assessed the full monthly recycling service fee.

2. Commercial Recycling Program.

Contractor will implement a commercial recycling program in coordination with the City to ensure compliance with the Aztec Municipal Code. Commercial customers participating in this program will coordinate service directly with the Contractor and will be a direct bill customer with the Contractor.

**Sec. 21-26. Preparation of Refuse and Recyclable Materials for Collection.**

1. **Containers for Individual Residential Service**

This subsection applies to all customers or users receiving individual residential service.

1) Residential Containers (Polycarts).

All owners, occupants, customers or other persons in charge of any premises within the city who receive individual residential service shall place all garbage, trash, waste, refuse or recyclable material in the applicable residential container (polycart) provided to the customer by the city. Any garbage, trash, waste, refuse or recyclables must be reasonably placed within one (1) or more solid waste polycarts, a sufficient number polycarts to contain all solid waste and recyclables, accumulated between collections so that the lid closes and the total weight of the polycart does not exceed 150 pounds or 69 kilograms. Solid waste shall be placed in tied disposable bags.

2) Contagious Disease Refuse.

The removal of wearing apparel, bedding or other refuse from homes or other places where highly infectious or contagious disease has prevailed shall be performed under the supervision and according to the rules and regulations of the state's environmental improvement division. Such refuse shall not be placed in bags, cans or containers for regular city collection.

3) Hazardous Refuse.

No hazardous refuse, such as poison, acids, caustics, chemicals, infected materials, explosives, highly flammable or combustible materials, shall be placed in any receptacle used for collection by the city or disposed of at the sanitary landfill nor

shall such be collected by the city. Hazardous refuse shall be disposed of according to regulations of the state or federal government at authorized disposal sites.

4) Boxes and Crates.

All trash such as boxes, cartons and crates shall be collapsed and secured at the collection site so as to prevent movement by the elements.

5) Vegetation.

Tree trimmings, hedge clippings and similar materials shall be cut to length, not to exceed four feet, and securely tied in bundles not more than two feet thick before being deposited for collection. Tree and shrubbery branches, limbs and trimmings cut by landscape or tree-service contractors or other commercial workers or resulting from land being cleared shall not be the responsibility of the city.

6) Recyclable Materials.

No items other than recyclable materials approved by the city or the city's contractor shall be placed in the recyclable container. Any variation of items placed in the recyclable containers that are not included in the approved recyclable materials list will be a violation of this section.

## **Sec. 21-27. Collection; Location; Time of Placement.**

### **1. Residential Service**

This section shall apply to all owners, occupants and other persons in charge of premises in the city who receive individual residential refuse collection service.

1) Time.

All residential containers (polycarts), except for those polycarts provided to a qualified physically disabled resident as defined in section 21-2, shall be placed out for pickup no later than 7:00 a.m. on the regularly scheduled collection day, but no earlier than 7:00 p.m. on the evening prior to the regularly scheduled collection day, unless otherwise authorized by the city code enforcement officer. Residential collection shall be between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday.

2) Placement for Collection.

Residential containers (polycarts) shall be placed at ground level as close to the back of the front curb as possible, or within 15 feet of the edge of the roadway, where no curb is present, without causing interference with pedestrians, emergency vehicles, vehicular traffic, or fire hydrants. All containers shall be clearly visible and accessible to collection employees. All containers must be at least 4 feet from any object such as: cars, trees, mailboxes or other carts free from any obstructions, including but not limited to trees, shrubbery, walls, fences, and vehicles. If the code enforcement officer finds that service from a right-of-way is hazardous or otherwise not feasible because of the weather or condition of the right-of-way and the customer has frontage on a second right-of-way, the code enforcement officer may notify the customer that service will be from the second right-of-way, and the customer shall place containers for collection within 15 feet from the second right-of-way after being so notified. If the Community Development Department finds that a multi-unit complex (two or more units) becomes too congested with the number of residential containers or present a hazard, the Community Development Department is

authorized to require a commercial container be placed on property and shall be sized to sufficiently accommodate the number of units refuse disposal.

3) Removal.

All emptied containers shall be removed from the curb area within 12 hours after collection.

4) Storage of Containers between Collections.

All residential containers shall at all times, other than when placed for collection be kept at a minimum of 10 feet away from the pickup location within the premises of the owner, occupant, or other person in charge of the premises in such a manner so as to preclude the scattering of garbage, trash or refuse. If spilling or scattering does occur, it shall be the responsibility of the owner or occupant to remove and properly dispose of such spillage.

5) Special Service.

Shall be provided to any qualified physically disabled resident, as defined in section 21-2. The contractor shall take the cart from the front of the residence to the truck and return the cart to its original location. The contractor will display the handicapped symbol or use an alternative method determined by Contractor and approved by the City for residences that qualify for such service. The utility office and/or contractor shall require documentation from customer requesting this service, documentation must include a signifying statement from a physician that the applicant is permanently, physically disabled to the extent that they cannot transport their trash to the curb for collection and the applicant must signify that there is no one residing in the residence over 12 years of age, who is able to transport the container from the residence to the designated curbside location.

**2. Commercial Service**

This section shall apply to all owners, occupants and other persons in charge of premises in the city who receive commercial refuse collection service.

- 1) Commercial collection shall be between the hours of 4:00 a.m. and 8:00 p.m. Monday through Friday and 4:00 a.m. to 1:00 p.m. on Saturday. The contractor shall provide collection of solid waste from commercial units a minimum of once per week. The frequency of collection, the type of container shall be based on health, safety and convenience.
- 2) The Community Development Department and the Contractor shall determine the placement of commercial containers. The specific location of a container will be determined in the planning and/or building permit process and shall meet the requirements of the Aztec Municipal Code. The Contractor shall have input as to the location of containers on new commercial sites. The Contractor shall provide collection service for the collection of solid waste from commercial units a minimum of once per week.

**3. Mixed Collection Service**

Mixed Collection (mixed collection is the collection of residential commercial in one area) shall be between 7:00 – 8:00 p.m. Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturday.

**4. Exceptions to Normal Collection Time**

Collection beyond the hours established for residential or commercial customers shall be permitted only in the event of extra heavy workload, excessive equipment breakdown, or unusually heavy inclement weather. The City Manager shall approve any deviations for the established work hours.

**Sec. 21-28. Dead Animals.**

1. City residents will be allowed to dispose of dead animals at the landfill, operated by the Contractor, for an established fee.
2. No person shall deposit or otherwise place for collection by the city or its contractor any carcass or portion of any animal, bird or reptile.

**Sec. 21-29. Construction Sites and Transportation of Materials.**

1. Construction site or Demolition sites producing debris roll-off containers or bins shall arrange with the city solid waste contractor for its collection and removal by obtaining container(s) from city contractor. See definition of "Contractor" in section 21-2 of this article. A person may personally collect such debris and transport it to a state permitted landfill. Transportation shall be in a vehicle which will prevent the debris from spilling, blowing, or falling onto the street, roadway, or other property.
2. Every person who has secured a building permit from the city shall, prior to the start of any construction activity, place on those premises a container or fenced area of suitable size and design to contain all refuse that might be disturbed or removed from the premises by the wind or elements.
3. If such container or fenced area is filled, the person securing the building permit shall cause the container or fenced area to be emptied and its contents removed to an appropriate sanitary landfill.
4. No person shall allow refuse, rubbish or other waste to blow or be carried from the premises for which the building permit was secured.
5. The city shall not be responsible for the collecting or hauling of building material originating from the private property preliminary to, during or subsequent to the construction of new buildings, alterations or additions to existing buildings of whatever type or from demolition of existing structures. Such materials shall be removed by the owner of the property or by the contractor. No new certificate of occupancy shall be issued until such material has been removed by the owner or contractor. Such material shall be removed and disposed of in the designated landfill as provided in city ordinances.
6. A person engaged in demolition who has obtained a permit from the city must remove the debris and structural parts and contain their elements from scattering in the same manner as set out in sections of this Code pertaining to a construction site. The conveyance or transportation of such materials from the site shall be in accordance with city ordinances.

7. A person mixing concrete or transporting concrete on city streets shall not drop or leave waste concrete upon the city streets or upon any property within the city unless permission of the property owner is first obtained. No person shall transport concrete upon the public streets except in a proper truck or vehicle which prevents the spillage or leakage of concrete upon the public streets.

#### **Sec. 21-30. Transportation of Refuse.**

1. Any vehicle used to transport refuse; trash, trees or shrubbery trimmings must have suitable covers or be secured in such a way to prevent the loss of contents on property or roadways.
2. It shall be unlawful for any person to drive or move any vehicle upon any public way unless such vehicle is so constructed or loaded as to prevent its contents from dropping, shifting, leaking or otherwise escaping there from.

#### **Sec. 21-31. Airtight Appliances, Refrigerators or Containers.**

It shall be unlawful for any person to leave outside any building in a place accessible to children any appliance having an airtight snap lock or similar device without first removing the lock or door from the appliance, refrigerator or container. This section shall not apply to any appliance, refrigerator or container which has been placed adjacent to the building and is crated, strapped or locked to such an extent that it is impossible for a child to obtain access to any airtight compartment thereof. Any such appliance shall be kept from public view.

#### **Sec. 21-32. Scavenging.**

1. Scavenging.  
It is unlawful to scavenge, collect or scatter refuse at any city landfill or to scavenge, collect, or scatter refuse from any bag, container, bin or can placed or provided for collection of refuse pursuant to this chapter. City agents or employees and the contractor employed by the city for solid waste and recyclable collection service shall, in the performance of their duties, be exempt from this subsection.
2. Dissemination.  
It shall also be unlawful for any person to give, sell, show, deliver or otherwise disseminate to any other person any item removed or taken from any bag, container, bin or can placed or provided for collection of refuse pursuant to this chapter. It shall also be unlawful for any person to examine, copy, reproduce or extract information from any item placed within any such receptacle regardless of whether such item is removed or not.
3. Exceptions.  
Nothing in this section shall prohibit a person from removing refuse from a receptacle owned by or provided to that same person. This section shall not apply to any federal, state, county or city law enforcement officer acting within the scope of such officer's duties while conducting a criminal investigation.

**Chapter 21  
SOLID WASTE**

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## Chapter 21 SOLID WASTE

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### ARTICLE I. IN GENERAL

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#### **Sec. 21-1. Penalty.**

Violations of this chapter are punishable as provided in Section 1-8.

(Code 2007, 21-1)

#### **Sec. 21-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(Code 2007, 21-2)

##### **Contractor**

Any individual or business that the city has an existing 'legal contract with for pick up, hauling or disposal of solid waste or refuse within the city.

##### **Garbage**

Means and includes any and all accumulation of waste and refuse, vegetable and animal matter, discarded from the processing, storage, sale, handling, preparation and serving of food in or on any premises in the city.

##### **Generator**

Any individual, business or entity of any type or nature that produces, creates or generates solid waste or refuse in the city.

##### **Person**

Every person, firm or corporation owning, leasing, living within, conducting a place of business within, or controlling any house, single or multiple family residence unit, shop, hotel, restaurant, market, store, warehouse, apartment or tenement building, or other establishment or place of business within the city.

##### **Refuse**

Solid waste and includes discarded papers; cartons, metal or glass containers, boxes, crates, shoes, clothing and such other miscellaneous waste matter, not defined as garbage above, that constitutes the normal accumulations in the yards and outside premises of resident families and business establishments or institutions in the city. The word "refuse" shall not include industrial wastes, hazardous wastes, manure, debris resulting from construction, reconstruction, remodeling or repairs to buildings, structures, walks, yards or lawns, dead or fallen trees, tree stumps or branches, large tree trimmings, or any other debris that is not properly contained, bundled or baled as hereinafter provided. There shall be a minimum charge of, and whatever additional amount is warranted by the volume of such items which may be hauled or disposed of.

#### **Secs. 21-3 to 21-20. Reserved.**

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**ARTICLE II. COLLECTION AND DISPOSAL SERVICE**

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**DIVISION 1. GENERALLY****Sec. 21-21. Collection Agency.**

The city, or other collectors authorized by the city, shall collect all refuse within the city. No person, except as provided in this article, shall collect or gather refuse within the city.

(Code 2007, 21-21)

**Sec. 21-22. Collection Hours.**

The hours of collection of refuse shall be designated by the city manager, pursuant to the existing solid waste management agreement.

(Code 2007, 21-22)

**Sec. 21-23. Classification of Refuse Rules, Regulations.**

The commission shall from time to time fix the classifications, if any, for garbage and trash collection within the city and shall make other rules and regulations as may be necessary to properly administer and enforce this article.

(Code 2007, 21-23)

**Sec. 21-24. Personnel.**

1. The city manager may employ the number of persons necessary to maintain the efficient garbage collection service and shall designate the code enforcement officer as the sanitation officer.
2. The sanitation officer is responsible for the administration and enforcement of this article.

(Code 2007, 21-24)

**Sec. 21-25. Preparation of Refuse; Residential Collection.**

1. Every person owning, leasing or occupying a single family residence within the city shall provide or cause to be provided on his premises one (1) or more solid waste containers in sufficient number to contain all solid waste accumulated between collections.
2. Mechanically handled containers shall be provided by the contractor.
  - (1) The container supplied by the contractor shall remain the property and responsibility of the contractor.
  - (2) The containers shall be maintained in a mechanically sound condition by the contractor.

- (3) The contractor shall be entitled to seek restitution for all maintenance, repairs or loss occasioned by the negligent or intentional acts of third parties from such responsible third parties.
  - (4) The combined weight of the containers and contents shall not exceed one hundred fifty (150) pounds.
3. Manually handled residential containers (occasional use only):
- (1) The container supplied by the customer shall be the property and responsibility of the customer and must be of rigid plastic or galvanized metal, water tight and not to exceed thirty-two (32) gallons in capacity. The container shall have two (2) substantial outside handles sufficiently strong for collection employees to lift and empty conveniently.
  - (2) The combined weight of the containers shall not exceed fifty (50) pounds.
4. Solid waste that is too long or bulky to be placed in containers required by this article shall be prepared for collection by compressing the rubbish as fiat as practical, or breaking or cutting into shorter lengths, and securely tying in a bundle not exceeding four (4) feet in length and fifty (50) pounds in weight.
5. The owner, occupant, tenant, or lessee of each premises shall store the containers (poly-carts) a minimum of ten (10) feet away from, the location of pick up, for the purpose of and in such a manner to keep the containers from being overturned or upset and the contents scattered. This will also keep the sidewalks and sides of the streets clear.
6. Construction debris. All construction sites shall have a method of containment for construction debris from blowing or scattering upon the site or adjacent property and streets. The producer of the debris shall arrange with the contractor for its collection and removal, except that a person may personally collect such debris and transport it to a state permitted landfill. Transportation shall be in a vehicle which will prevent the debris from spilling, blowing, or falling onto the street, roadway, or other property.
7. Special services. Upon request, and for a fee, a special pickup will be provided for items that do not conform to the weight or size limitations for regular pick-up, such as the removal of bulky wastes, white goods and tree trimmings.  
(Code 2007, 21-25)

### **Sec. 21-26. Location and Times for Collection.**

1. Residential. All collections made by the contractor for other than a qualified physically disabled resident, shall be made at curbside from the streets, except where special circumstances warrant otherwise, and where approved by the city. The receptacles, when placed at curbside, shall not interfere with pedestrian or vehicular traffic. Collection will be between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday. 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.

2. **Commercial.** Commercial collection shall be between the hours of 4:00 a.m. and 8:00 p.m. Monday through Friday and 4:00 a.m. to 1:00 p.m. on Saturday. The contractor shall provide collection of solid waste from commercial units a minimum of once per week. The frequency of collection and the placement and the type of container shall be based on health, safety and convenience.  
(Code 2007, 21-26)

#### **Sec. 21-27. Commercial Collection.**

1. Commercial or business establishments are required to have a commercial container if the volume of solid waste is large enough to require one. (In cases of disputes or disagreements concerning the appropriate size of a container the sanitation officer may order a change in the size of the container or the frequency of collections.
2. The lids or covers are required to be kept secure at all times so that flies and other insects may not have access to the contents, and shall only be removed while the containers are being filled, emptied or cleaned.  
(Code 2007, 21-27)

#### **Sec. 21-28. Use of Containers.**

It is unlawful for any person to deposit, or cause to be deposited, any refuse in any container that he does not own or is not entitled to use as a tenant.  
(Code 2007, 21-28)

#### **Sec. 21-29. Scavenging Prohibited.**

It is unlawful for anyone to enter into or reach into a trash receptacle for the purpose of scavenging or otherwise removing items from the trash receptacle.  
(Code 2007, 21-29)

#### **Sec. 21-30. Burning Solid Waste.**

It shall be unlawful to burn solid waste of any nature within the city without a burn permit from the fire department and the conditions set forth in the permit.  
(Code 2007, 21-30)

#### **Sec. 21-31. Flammable or Explosive Materials.**

Highly flammable or explosive materials shall not be placed in residential or commercial containers.  
(Code 2007, 21-31)

**Sec. 21-32. Hot Ashes and Other Combustible Material.**

No person shall deposit hot ashes, cinders, smoldering coals, or greasy or oily substances liable to spontaneous combustion in any solid waste container.

(Code 2007, 21-32)

**Sec. 21-33. Infectious Wastes.**

No generator of solid waste shall place in any container for regular collection any infectious waste or an item that has come in contact with infectious waste.

(Code 2007, 21-33)

**Secs. 21-34 to 21-45. Reserved.****DIVISION 2. FEES.****Sec. 21-46. Payment for Garbage and Refuse Service.**

Each and every owner, tenant, occupant or lessee of any family dwelling, separate apartment, building, mobile home, trailer, office or premises within the corporate limits of the city is required to accept and use the refuse and/or garbage collection and disposal services provided by the city and to pay to the city utilities the prescribed fee or fees for such services. The fees will be billed to each house, resident, shop, establishment, hotel, restaurant, separate apartment unit, or tenant house or any place of business within the city.

(Code 2007, 21-46)

**Sec. 21-47. Schedule of Rates.**

The monthly Solid Waste rate for residential, multi-unit residential, commercial and City facilities is established in Chapter 16 – Fee Schedule.

(Code 2007, 21-47; Ord. 2008-358, 17 Oct 2008)

**Sec. 21-48. Failure to Pay Fee; Assessment.**

Whenever any person shall fail or refuse to pay the amount required by this article for removal of garbage or refuse before the date herein provided, or if any person shall suffer garbage to be thrown, left or deposited in or upon the premises under his control other than in the receptacles provided by this article and shall fail to remove or place such garbage and/or refuse in such receptacles within forty-eight (48) hours after the same is thrown, left or deposited in or on such premises, the city may, at its own expense, remove the garbage and/or refuse from the premises, houses or business establishments; in such cases, the assessment shall be made against the property benefited by such removal for the cost of such removal to the amount which the property is specifically benefited by such removal or in the amounts herein before mentioned in the assessment rolls and in accordance with the provisions of the existing laws of the state.

(Code 2007, 21-48)

# Staff Summary Report

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<b>MEETING DATE:</b>	August 13, 2019
<b>AGENDA ITEM:</b>	X. BUSINESS ITEM (D)
<b>AGENDA TITLE:</b>	San Juan County Hazardous Waste Collection Partnership

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<b>ACTION REQUESTED BY:</b>	City Manager
<b>ACTION REQUESTED:</b>	Decision for participation in SJC hazardous waste program for City Residents
<b>SUMMARY BY:</b>	City Manager

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## **PROJECT DESCRIPTION / FACTS**

San Juan County has conducted a hazardous waste collection event twice a year (spring and fall) in partnership with the City of Farmington. San Juan County and the City of Farmington absorbed the cost of the program. This year, the City of Farmington has opted to utilize a Waste Management program for an at your door service for their citizens. With Farmington no longer participating, the County is going to move the event from the locations utilized in the past (San Juan County Complex in Aztec and San Juan College in Farmington) and will be moving the collection event location to McGee Park. The County has asked if the City of Aztec would like to continue participating in the event. The cost to the City would be \$65.00 per vehicle for a resident of Aztec. The County would ask for identification for proof of residency at the location of the pick-up and invoice the City accordingly. Verification of address for residency would be confirmed by the County GIS mapping database. The fall event is scheduled for September 21, 2019.

San Juan County provided the following participation numbers for the Spring and Fall collection events over the past 4 years:

Spring 2019 – 51 Aztec Residents  
Fall 2018 – 30 Aztec Residents  
Spring 2018 – 34 Aztec Residents  
Spring 2017 – No count  
Fall 2017 – 57 Aztec Residents  
Fall 2016 – 30 Aztec Residents

Based on the numbers provided by the County, at \$65.00 per vehicle, the cost for the City could range from \$1950 to \$3705. The participation numbers for Aztec residents could potentially drop due to the change of location to McGee Park.

The County will not be equipped to collect money at the site on the day of the event.

The City did not budget for this expenditure in FY20.

## **PROCUREMENT**

## FISCAL IMPACTS

- The FY20 Adopted Annual Budget, Solid Waste Fund, includes a contingency budget of \$7,500. If participation in the fall 2019 hazardous waste collection is authorized by the City Commission, this would be the source of funds for the cost.
- It should be noted the recycling container at the convenience center was budgeted for six months (July-December) and the debris roll off budgeted for twelve months. The monthly cost for service of each of the containers is approximately \$2,500. If the convenience center remains open for the fiscal year, a budget adjustment of approximately \$15,000 will be required by the end of the fiscal year.

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## SUPPORT DOCUMENTS:

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### DEPARTMENT'S RECOMMENDED MOTION:

1. Move to **approve** the City of Aztec partnering with San Juan County to provide hazardous waste collection September 21, 2019 for City of Aztec residents.
  2. Move to **deny** the City of Aztec partnering with San Juan County to provide hazardous waste collection September 21, 2019 for City of Aztec residents.
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# Staff Summary Report

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**MEETING DATE:** August 13, 2019  
**AGENDA ITEM:** X. BUSINESS ITEMS (E)  
**AGENDA TITLE:** FY20 Funding Application: Steamers & Dreamers Aztec Vintage Social

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**ACTION REQUESTED BY:** Steamers & Dreamers  
**ACTION REQUESTED:** Determination of Amount of Funding  
**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

The FY20 Adopted Budget includes funds to allow the City Commission to respond to community funding requests during the fiscal year. These funds are appropriated at the discretion of the City Commission. As of August 7, 2019, \$14,000 is available.

- Requests funded this year include:

Aztec Boys and Girls Club	\$ 26,000
Aztec Museum Association	\$ 15,000

Steamers & Dreamers sponsors an annual Steampunk Convention. This February event has been in Aztec since 2016. This year, Steamers and Dreamers will be holding a new event, Aztec Vintage Social, the weekend of September 21, 2019. This event will coincide with the Antique Truck & Equipment Show, Feat of Clay Artist International and ATOS 5k Run (event schedule included with attached application).

A representative with Steamers & Dreamers will be available to present the request to the Commission.

The City Commission provided funding to Steamers & Dreamers in January 2016 for the first Steampunk Convention in February 2016 (fiscal agent was Aztec Senior Citizens, Inc.) in the amount of \$4,995.00. If funding is granted, funds will be issued to Rein Dance Association, Inc. as fiscal agent for Steamers & Dreamers. Non-profit status and eligibility has been verified through the Internal Revenue Service for Rein Dance Association, Inc. and is on file in the Finance Department.

## **PROCUREMENT / PURCHASING (if applicable)**

N/A

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

Available balance for appropriation by Commission: \$14,000.

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**SUPPORT DOCUMENTS:** • Steamers & Dreamers Request for Funding

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**RECOMMENDED MOTION:** Move to Approve funding to Rein Dance Association, Inc. on behalf of Steamer & Dreamers in the amount of \$\_\_\_\_\_.

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Highlighted sections - full text for these sections are included on pages 3 & 4

**CITY OF AZTEC**  
**REQUEST FOR FUNDING APPLICATION**  
**CITY COMMISSION DISCRETIONARY FUNDS**

Today's Date: 08/06/2019

Organization Name: Rein Dance Association, Inc.

Name of Project/Program/Event: Aztec Vintage Social/Steamers and Dreamers

What City Commission Goal(s) would this funding address: (Check all that apply)

<input type="checkbox"/> Safe, Clean, Livable Community	<input type="checkbox"/> Cost Effective Public Services	<input checked="" type="checkbox"/> Economic Development
<input type="checkbox"/> Financial Stability of Public Funds	<input type="checkbox"/> Local / Regional Partnerships	<input type="checkbox"/> Environmental Practices
<input checked="" type="checkbox"/> Enhance Quality of Life	<input checked="" type="checkbox"/> Citizen Involvement	

**FUNDING REQUEST INFORMATION**

**Describe the need for the funding:**

Steamers and Dreamers a futuristic pastime is Aztec's first Steampunk Convention introduced as an instrument of uniting the community in a fun unique way. It is anticipated that this event will also generate GRT for the City.

**Describe how funding would be utilized:**

Dance Band \$ 500.00, 2nd Band \$ 200.00, 3rd Band \$200.00, 4th Band \$200.00, Security 10 hrs x 2 officers \$800.00(1600.00) x 4 officers, Sign Permit \$35.00, Printing \$200.00, Web Site \$65.00 (annual hosting of [www.steamersanddreamers.com](http://www.steamersanddreamers.com)): Rent \$

Location of project site (maps may be attached):

City wide event: Main street; Aztec Blvd; Minium Park; Riverside Park; Pioneer Village; Senior Community Center

How will success of the project be measured?

Total Amount Requested: \$ 3,700.00	Minimum Amount : \$ 2,900.00	Date Funding Required: 08/13/2019
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Can project be phased? If so, describe the phases including timelines.

PROJECT TYPE	START DATE	END DATE	AMOUNT REQUESTED	+	MATCHING FUNDS	=	TOTAL PROJECT BUDGET
Construction/Renovation							
Design/Engineering							
Equipment							
Vehicle							
Special Program or Event ~ attach detailed description, budget and marketing materials/brochures for program or event							
<b>Totals</b>							

**ORGANIZATION INFORMATION**

Organization Legal Name: Rein Dance Association Inc./Steamers and Dreamers Website: [www.steamersanddreamers.com](http://www.steamersanddreamers.com)

Organization Main Address: 26 Rd 3450	City: Flora Vista	State: NM	ZIP Code: 87415
Organization Mailing Address: same	City:	State:	ZIP Code:

Principal Contact: Cindy Iacovetto	Phone Number: (505) 801-0373	Fax Number: (505) 334-7619
Title: Founder/Promoter	Email Address:	
Chief Executive Officer (or equivalent): same	Phone Number:	Fax Number:
Title:	Email Address:	

What Type of Service does the Organization Provide (Check all that apply)				<input type="checkbox"/> Educational	<input type="checkbox"/> Child Care	<input type="checkbox"/> Youth Services
<input type="checkbox"/> Housing / Homeless	<input type="checkbox"/> Senior Services	<input type="checkbox"/> Substance Abuse Prevention	<input checked="" type="checkbox"/> Recreation	<input checked="" type="checkbox"/> Economic Development	<input type="checkbox"/> Community Event	<input type="checkbox"/> [Other]
EIN/Taxpayer ID Number: # 680507389	Indicate Tax Status of Organization (include IRS letter of determination): 501(c) 3 tax exempt organizatio	Has the Organization's tax-exempt status been revoked in the past five years? If yes, attach explanation no				

**Briefly describe mission, history and principal programs and activities of the Organization:**  
 Steamers and Dreamers a futuristic pastime is Aztec's first Steampunk Convention introduced as an instrument of uniting the community in a fun unique way. Steamers and Dreamers is also an instrument to raise monies to go toward the support of an event. Has entity received funding from the City of Aztec previously? If so, when, amount received and how funds were used:  
 no

How many paid full-time equivalents does the Organization have? n/a	How many paid part-time equivalents does the Organization have? n/a
--	--

<b>Are Organization services and/or programs available to all residents of the City of Aztec?</b> If no or restricted, please explain. Rein Dance Association Inc. is a non-profit organization fostering relationships between special needs	<b>Are fees charged for services?</b> Rein Dance accepts donations for their services and Steamers and Dreamers has an entry fee of \$10.00 at the door for adults and \$ 5.00 for children under 12 years of age.
Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services? no	Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe. Lodgers' tax has provided funding for advertising. \$1500 and \$2000.00 total: \$3500

**REPRESENTATION**

I, Cindy Iacovetto, as Rein Dance Association, Inc., have the authority to submit this funding request on behalf of Steamers and Dreamers, and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a project report is required to be submitted to the City Commission.

**Cindy Iacovetto** Digitally signed by Cindy Iacovetto  
 Signature Date: 2019.08.07 14:19:08 -06'00' Date

Please note - future funding requests may not be considered by the City Commission if project/service report for prior funding has not been completed in a timely manner.

**Describe Need for Funding:**

Steamers and Dreamers a futuristic pastime is Aztec's first Steampunk Convention introduced as an instrument of uniting the community in a fun unique way. It is anticipated that this event will also generate GRT for the City. Re: Motels, restaurants, fuel sales, and sales of special items that would otherwise be discarded. Unneeded plumbing, electrical, and electronic pieces, just to mention a few, now become marketable items. As the City is introduced to Steampunk, and it's gears begin to turn, it's marketing imagination becomes limitless. Hopefully there will be a Steampunk corner in every business featuring these items for sale.

Steamers and Dreamers has promoted an annual event for Aztec for the past 4 years. We are planning for a 5th show. Request is for a fall event in Conjunction with Aztec Museum. The date set is for Sept 21, 2019. We are planning to incorporate Aztec businesses as part of this event as well. We are also working in conjunction with the Truck Show/Parade to co promote a City wide event. Advertising will depend on approved monies and will require aggressive approaches in order to reach as many participants as possible in a short time frame. We are hoping that changing the date and venue will help promote the success of this event as well as the other groups scheduled for this day.

**Describe How Funding Would Be Utilized:**

Dance Band \$ 500.00, 2nd Band \$ 200.00, 3rd Band \$200.00, 4th Band \$200.00, Security 10 hrs x 2 officers \$800.00(1600.00) x 4 officers, Sign Permit \$35.00, Printing \$200.00, Web Site \$65.00 (annual hosting of [www.steamersanddreamers.com](http://www.steamersanddreamers.com)); Rent \$100.00; Insurance \$100.00; Red Apple Transit \$ 500.00; Total \$2900.00(3700.00)

**Briefly Describe Mission of Organization:**

Steamers and Dreamers a futuristic pastime is Aztec's first Steampunk Convention introduced as an instrument of uniting the community in a fun unique way. Steamers and Dreamers is also an instrument to raise monies to go toward the support of an even bigger event. "Creative Communities Company" is a group of citizens (all of the citizens of the community) encouraging opportunities for expression of one's creative self through the assembly of community in captivating fun. In short, this program is designed to encourage all walks of life to participate in a journey of good neighbors, good friends, good manners, good times, while learning and experiencing better ways to become a community of support for one another.

**Are Organization services and/or programs available to all residents of the City of Aztec?**

Rein Dance Association Inc. is a non-profit organization fostering relationships between special needs individuals and horses. It serves as the fiscal agent for Steamers and Dreamers, which is a local event that was founded not only to bring diverse groups together for fun and entertainment, but as a basis for the Good Neighbors Campaign. Promoting kindness is the main mission of this group and provides assistance to anyone in need, as well as random acts of kindness.

**Are Fees Charged for Services:**

Rein Dance accepts donations for their services and Steamers and Dreamers has an entry fee of \$10.00 at the door for adults and \$ 5.00 for children under 12 years of age.

# Steamers & Dreamers

a futuristic pastime...

Proudly  
presents their  
5th Show!

September 21, 2019  
10:00 am to 11:30 pm

**Minium Park**  
**Aztec, NM**

Parade • Beer • Wine

Music • Entertainment

Vendors • Dancing

Costume & Dance  
Contest



More Info

(505) 801-0373

(505) 334-2881

[www.steamersanddreamers.com](http://www.steamersanddreamers.com)



# AZTEC

## Vintage Social

### *Schedule of Events*

#### Friday

Judging for Best Dressed (business) Deadline 12:00pm	1:00 pm
Art Show @ Feat of Clay (505) 334-4335	5:00-7:00 pm

#### Saturday

5K Vintage Run @ Riverside Park	7:30 am
Parade Line Up @ Main Ave	9:00 am
Craft Fair @ Senior Community Center	9:00 am - 2:00 pm
Parade & Pet Costume Contest (part of the parade) on Main Ave.	10:00 am
Birds, Falcons & Eagles (location to be posted)	
Vendors	10:00 am - 4:00 pm

#### At The Visitor Center

Coloring Contest Ages 5-7 & 8-10  
 Pick up entry sheets beginning Sept 2<sup>nd</sup> Deadline to submit Sept 17<sup>th</sup>

#### At Riverside Park

15 <sup>th</sup> Annual Truck & Vehicle Show	10:00 am - 4:00 pm
Fishing in the Pond	
Glutenous Pig~Food Vendor	

#### At Minium Park

Steamers and Dreamers	10:00 am
Carnival Jump-n-Fun	
Tractors & Steam Engines by Antique Power Association	
Face Painting by No Strings Attached	
Farmers Market (location to be posted)	10:00am - 2:00pm
Steampunk Style Fashion Show (location to be posted)	11:00 am
Belly Dancing by Red Desert Muse	12:00 pm
Choke Cherry Jam Band	1:00 pm
Wines of the San Juan	1:00 pm
Belly Dancing (Audience Participation)	3:00 pm
Shawn Arrington Band	3:00 pm
Donny Johnson	5:00 pm
Spaghetti Dinner @ Senior Community Center	5:00pm - 7:00 pm
Steampunk Costume and Dance Contest	6:30 pm
...Said The Liar Band	8:00 pm -11:00 pm

MC for the Day by Peter Powell

Lou Gos and Red Apple Transit will be your friendly shuttle service for the day!

There will be traveling "Hydration Stations" selling bottled water and all your favorite sodas!

**Schedule is subject to change: visit [steamersanddreamers.com](http://steamersanddreamers.com) for updates**

## Staff Summary Report

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<b>MEETING DATE:</b>	August 13, 2019.
<b>AGENDA ITEM:</b>	XI. Quasi-Judicial Hearings (Land Use) (A)
<b>AGENDA TITLE:</b>	OG 19-02 Recompletion “Hydraulic Fracturing” of the Bruington Gas Com C #1R gas well

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<b>ACTION REQUESTED BY:</b>	Ben Mitchell Hilcorp Energy Company 382 Road 3100 Aztec, NM 87410
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<b>ACTION REQUESTED:</b>	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

<b>SUMMARY BY:</b>	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.	Fifeld 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. Oil & Gas application 19-02

originally was originally scheduled to be heard on July 9, 2019. However, a notification error from Community Development pushed the meeting date to August 13, 2019.

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. The applicant needs to reinstall the fence surrounding the well pad, with the screening slats once recompletion is concluded pursuant to this application;
4. 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

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**SUPPORT DOCUMENTS:**

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

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**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 4.

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**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

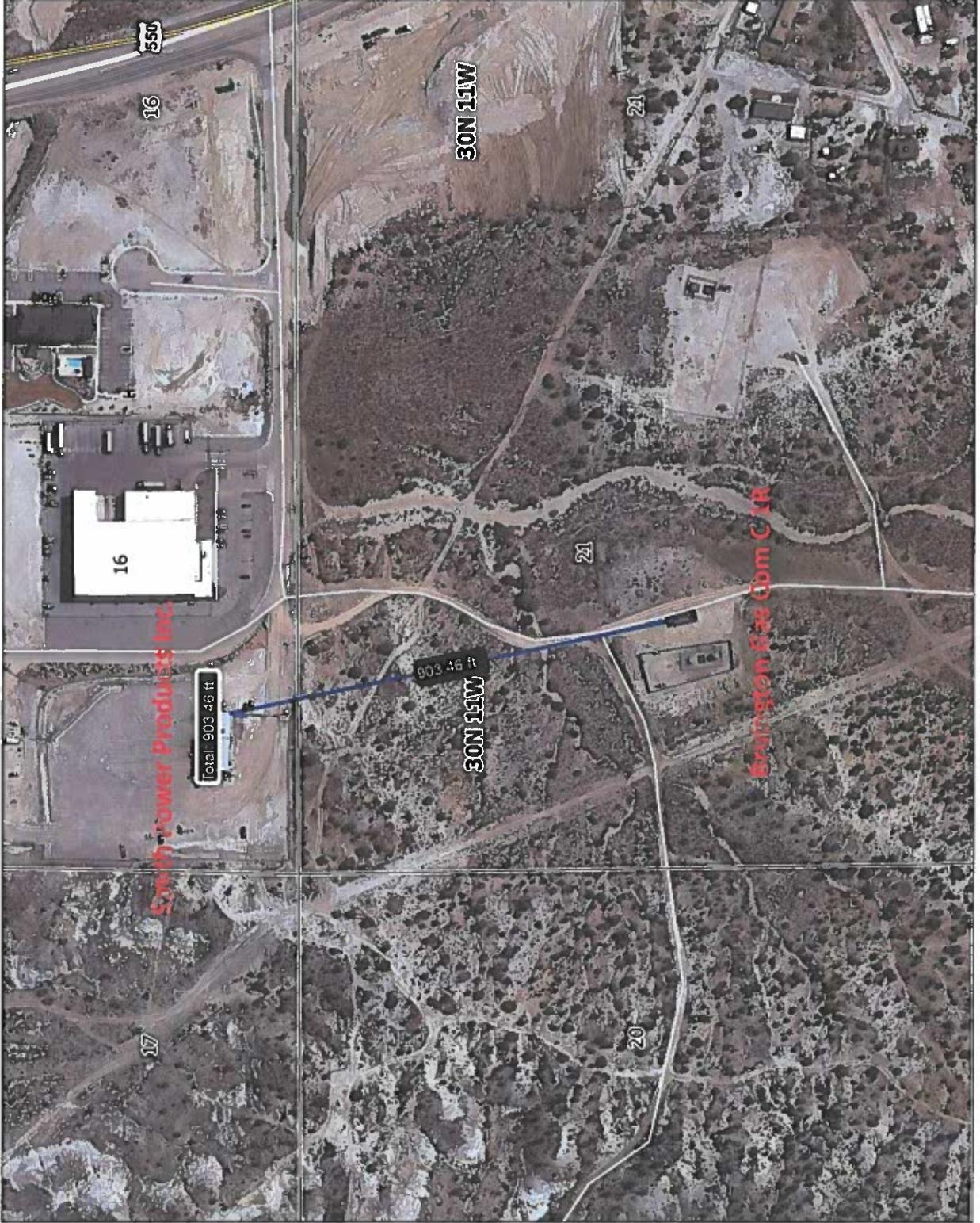


This map is to be used for Hilcorp or Harvest purposes only.  
Not survey quality.



# 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

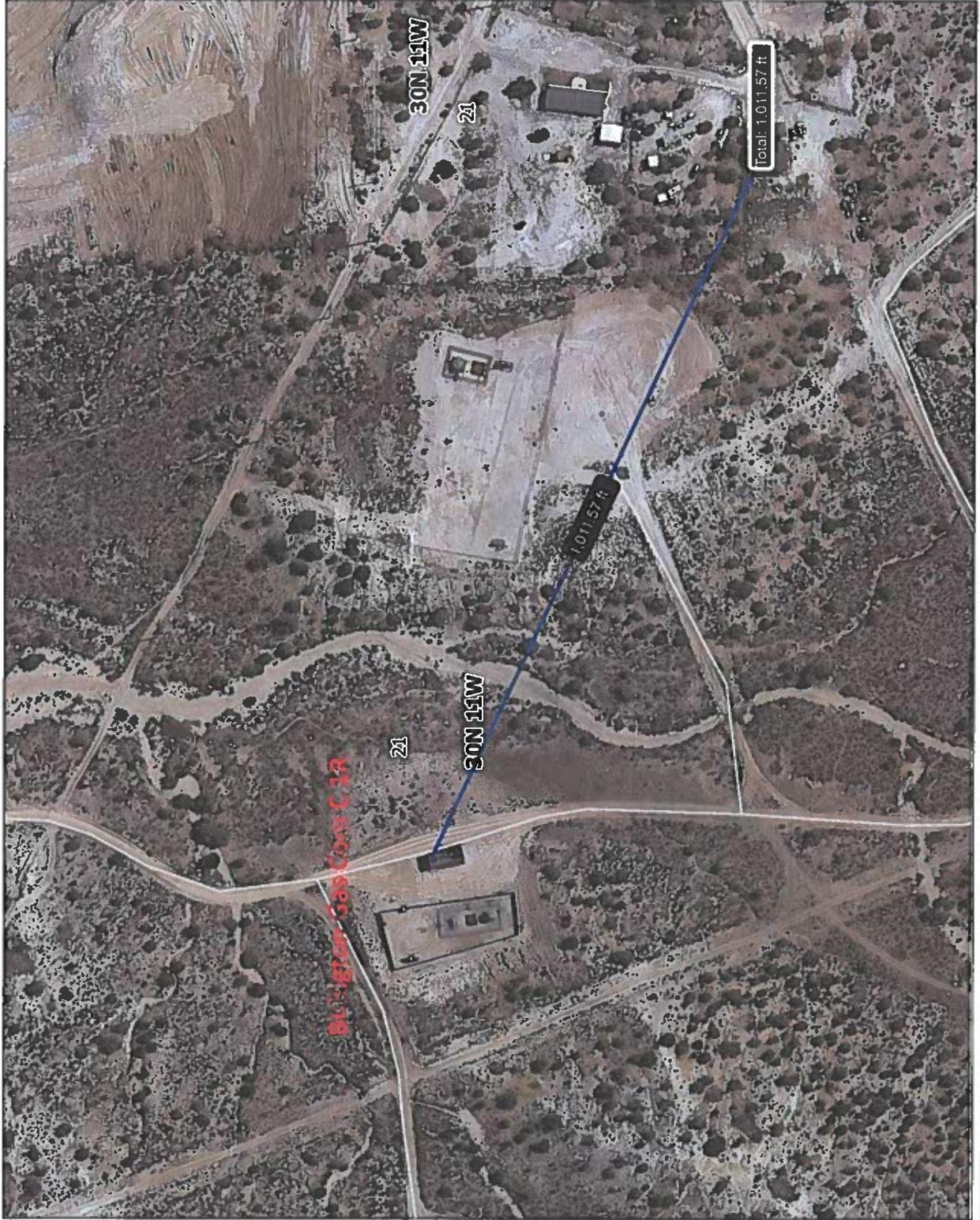
0.1

NAD\_1927\_StatePlane\_New\_Mexico\_West\_FIPS\_3003  
© Hilcorp



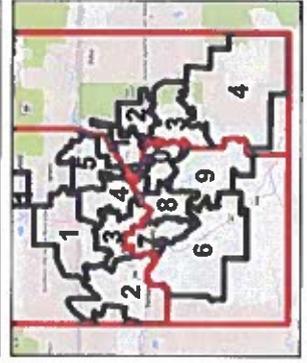
# Bruington Gas Com C 1R Distance to Nearest Residence

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

0.1

NAD\_1927\_StatePlane\_New\_Mexico\_West\_FIPS\_3003

© Hilcorp

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**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

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**Hilcorp Energy Company**

**Bruington Gas Com C #1R**

**Dust Control**

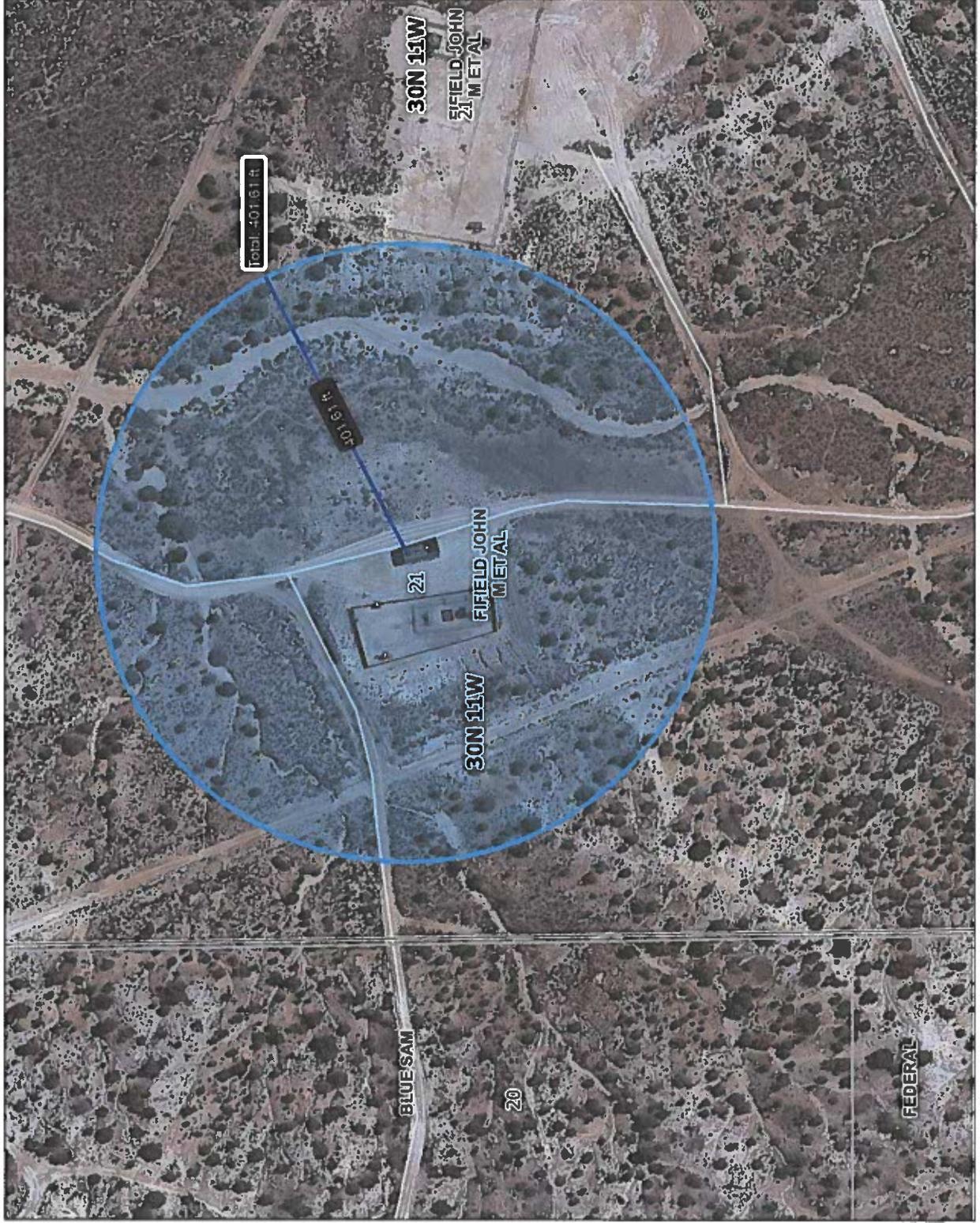
Primary access to the well will be via existing roads, primarily paved, with approximately 750' of non-paved road leading to location across fee surface. No residences or businesses are in route to the well location on non-paved portion of road.

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.



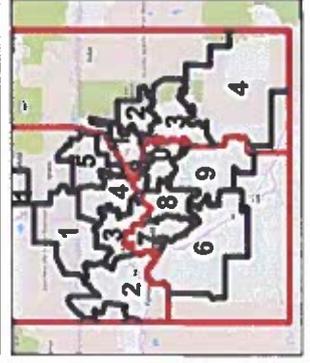
# Bruington Gas Com C 1R Landowners within 400 feet of Well



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

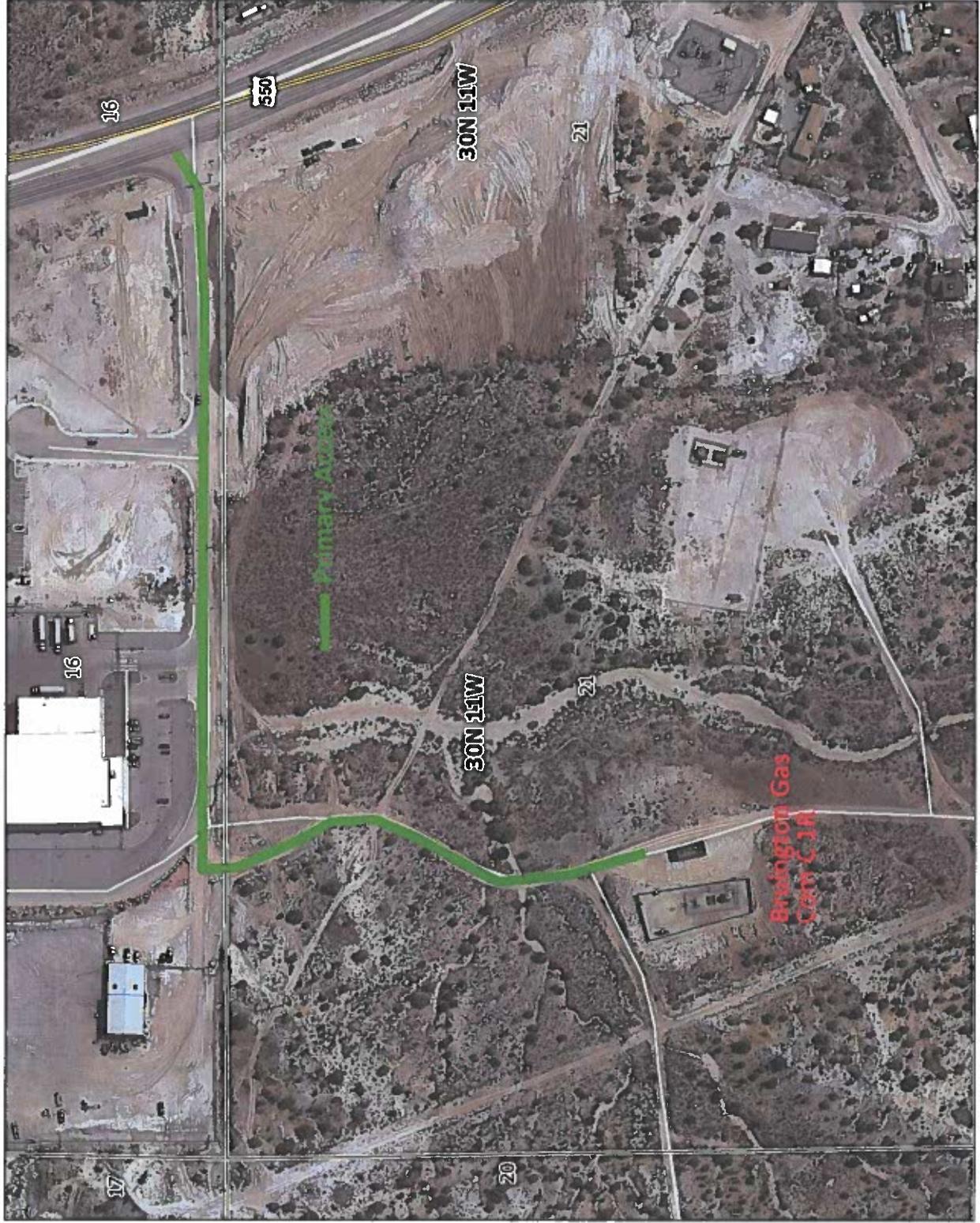
0.04

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

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© 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 26<sup>th</sup> 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

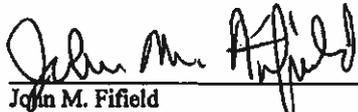
The Property is subject to all of the terms and conditions of the Agreement, reference to which may be made for a complete statement of rights and obligations of Grantor and Grantee. Should there be any discrepancy between this Memorandum of Surface Damage Agreement and Release, and the Agreement, then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

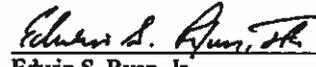
Copies of the Agreement may be found at the above indicated addresses of the parties and inspected during regular business hours by any party having an interest that is or may be subject to its terms. This Memorandum of Surface Damage Agreement and Release may be executed in any number of counterparts 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.

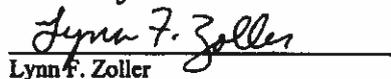
GRANTOR:

GRANTEE:  
XTO ENERGY INC.

  
John M. Fifield

  
Edwin S. Ryan, Jr.   
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 26<sup>th</sup> 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 7<sup>th</sup> 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

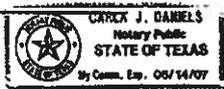
STATE OF TEXAS }  
COUNTY OF TARRANT }

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:

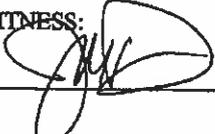
- a. The building of a location site, along with the necessary pits for the drilling, completing, equipping and producing of the BRUINGTON GAS COM 'C' #1R well. Said wellsite has been platted and comprises approximately 2.0 acres.
- b. The use of the existing road and the building of a road for access 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.

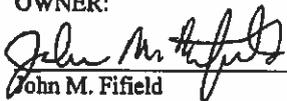
ADDITIONAL PROVISIONS:

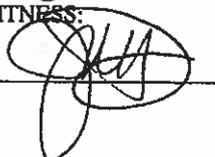
- 1. [REDACTED]
- 2. This agreement is binding upon the successors and assigns of the parties.
- 3. The terms for this written Agreement shall constitute the full agreement between the parties hereto and no modification or amendment of the agreement shall be effective unless made in writing and signed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

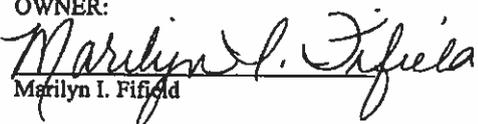
For the same consideration, the undersigned agrees to account to any party that may be entitled to any portion of the aforementioned sum, and to indemnify and hold harmless XTO ENERGY INC., its successors and assigns, from any claim by any other party, for damages to the above-described lands, and the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

Executed this 26<sup>th</sup> 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 amount 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 royalties 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 assignment 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 from him or them, 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

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).

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

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	<b>AUTOMOBILE LIABILITY</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <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 Reseris Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Aztec- Community Development Department 201 W. Chaco Street Aztec NM 87410 USA	<b>CANCELLATION</b> 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 
--	--

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

<b>SUNDRY NOTICES AND REPORTS ON WELLS</b> (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 I**1625 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) 476-3462Form 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**

	<b>OPERATOR CERTIFICATION</b>
	<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>
	<b>SURVEYOR CERTIFICATION</b>
	<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.

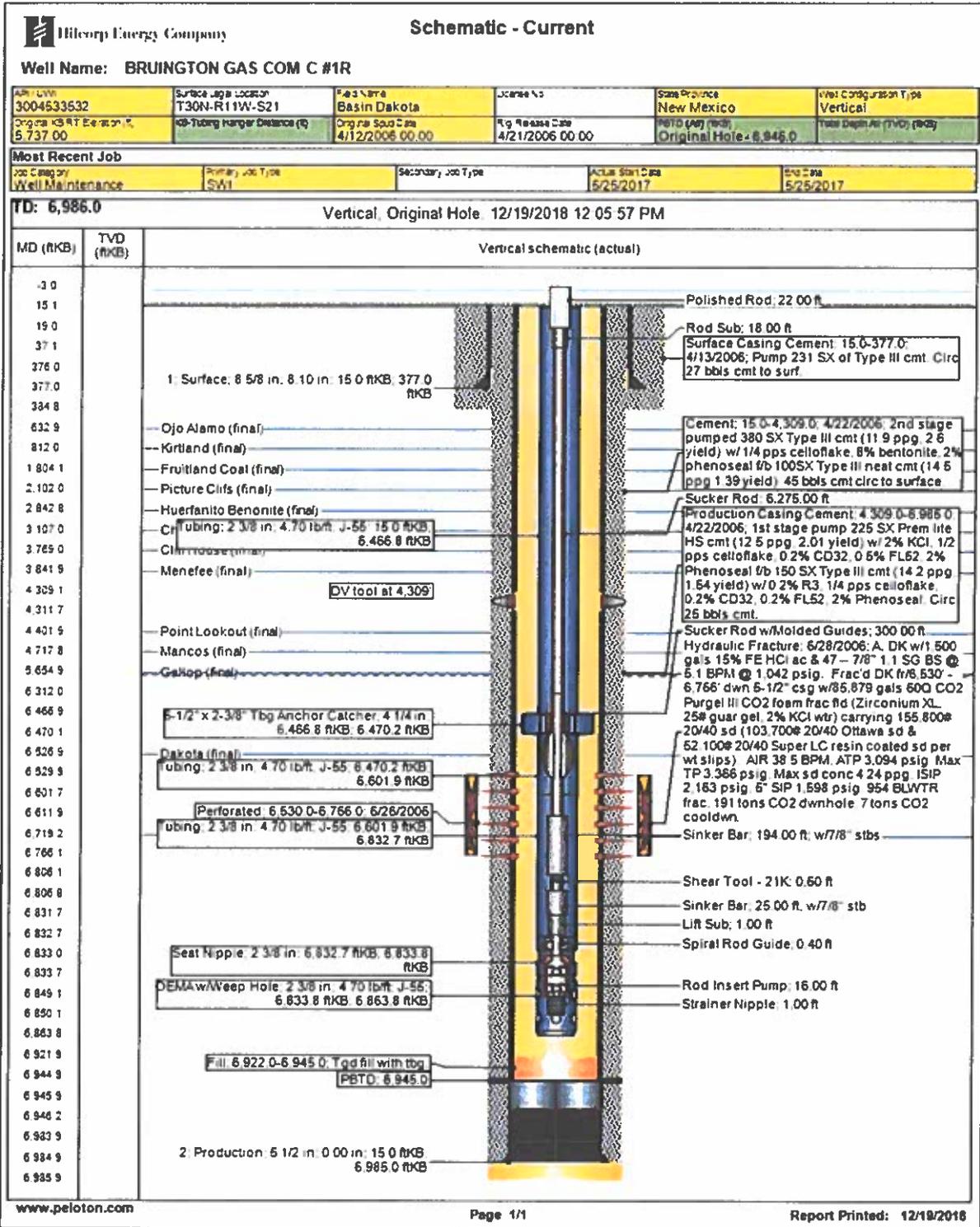
\*All formation tops have been reviewed by Hilcorp and agree with what is currently stated on the NMOCD website.

\*\*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 8<sup>th</sup> 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)

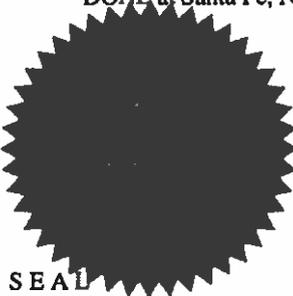
(3) Substitutions of other wells within this GPU for any of the wells detailed herein may be granted administratively in the absence of objection after providing notice to affected persons as required in Paragraph (2) of Subsection A of 19.15.4.12 NMAC.

(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

District III  
 1000 Rio Brazos Rd., Aztec, NM 874  
 Phone:(505) 334-6178 Fax:(505) 334-6

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

Form C-101  
 Permit 21541

**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. Work 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	
Pit: Liner: Synthetic <input checked="" type="checkbox"/> 12 _____ miles thick Clay <input type="checkbox"/> Pit 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"/> .	<b>OIL CONSERVATION DIVISION</b>	
	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 BRINGTON 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**

	<b>OPERATOR CERTIFICATION</b>
	<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: Holly Perkins          Title: Administrator          Date: 1/16/2006</p>
	<b>SURVEYOR CERTIFICATION</b>
	<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>

## 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~~ 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

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

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**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

*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 APPLICATION  
PETITION NO. OG 19-02**

July 8, 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 Energy Company 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 23, 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 Steven Saavedra at 505-334-7605.

Sincerely,

Steven M. Saavedra  
Community Development Department  
City of Aztec

FEDERAL  
70 RD 3536  
Flora Vista, NM 87415

FEDERAL  
70 RD 3536  
Flora Vista, NM 87415

FEDERAL  
70 RD 3536  
Flora Vista, NM 87415

NANCY P. TONKIN  
1524 PARK AVE SW  
ABQ, NM 87104-1024

NANCY P. TONKIN  
1524 PARK AVE SW  
ABQ, NM 87104-1024

NANCY P. TONKIN  
1524 PARK AVE SW  
ABQ, NM 87104-1024

TONKIN MINERAL INTERESTS  
1524 PARK AVE SW  
ABQ, NM 87104-1024

TONKIN MINERAL INTERESTS  
1524 PARK AVE SW  
ABQ, NM 87104-1024

TONKIN MINERAL INTERESTS  
1524 PARK AVE SW  
ABQ, NM 87104-1024

JOHN & VICKY CLARK TRUST  
PO BOX 1437  
AZTEC, NM 87410

JOHN & VICKY CLARK TRUST  
PO BOX 1437  
AZTEC, NM 87410

JOHN & VICKY CLARK TRUST  
PO BOX 1437  
AZTEC, NM 87410

ADAM & TERESA POPE  
315 BISON TRAIL  
AZTEC, NM 87410

ADAM & TERESA POPE  
315 BISON TRAIL  
AZTEC, NM 87410

ADAM & TERESA POPE  
315 BISON TRAIL  
AZTEC, NM 87410

TISONE SISTERS LLC  
2100 DEEANNA LANE  
MIDLAND, TX 79707

TISONE SISTERS LLC  
2100 DEEANNA LANE  
MIDLAND, TX 79707

TISONE SISTERS LLC  
2100 DEEANNA LANE  
MIDLAND, TX 79707

SHARON ANN GORDO ET VIR  
140 FALCON BLUFF  
AZTEC, NM 87410

SHARON ANN GORDO ET VIR  
140 FALCON BLUFF  
AZTEC, NM 87410

SHARON ANN GORDO ET VIR  
140 FALCON BLUFF  
AZTEC, NM 87410

THOMAS A. ANDERSON  
PO BOX 106  
BEMIDJI, MN 566619-0106

THOMAS A. ANDERSON  
PO BOX 106  
BEMIDJI, MN 566619-0106

THOMAS A. ANDERSON  
PO BOX 106  
BEMIDJI, MN 566619-0106

CITY OF FARMINGTON  
800 MUNICIPAL DRIVE  
FARMINGTON, NM 87401-2663

CITY OF FARMINGTON  
800 MUNICIPAL DRIVE  
FARMINGTON, NM 87401-2663

CITY OF FARMINGTON  
800 MUNICIPAL DRIVE  
FARMINGTON, NM 87401-2663

SAM BLUE  
PO BOX 176  
AZTEC, NM 87401

SAM BLUE  
PO BOX 176  
AZTEC, NM 87401

SAM BLUE  
PO BOX 176  
AZTEC, NM 87401

BOTTLING GROUP LLC  
ATTN: TAX DEPT 3A-300  
PO BOX 660634  
DALLAS, TX 75266-0634

BOTTLING GROUP LLC  
ATTN: TAX DEPT 3A-300  
PO BOX 660634  
DALLAS, TX 75266-0634

BOTTLING GROUP LLC  
ATTN: TAX DEPT 3A-300  
PO BOX 660634  
DALLAS, TX 75266-0634

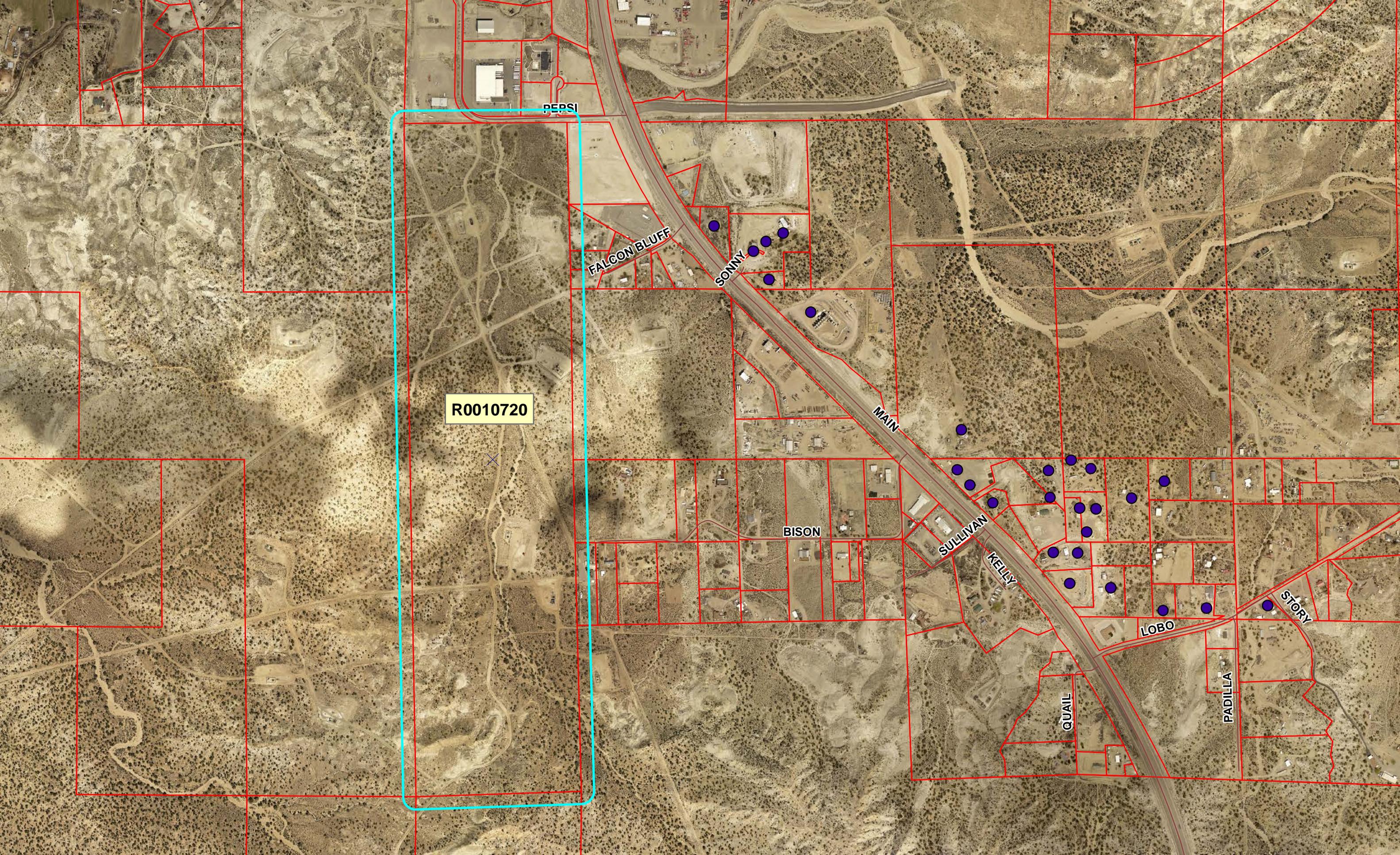
**OIL AND GAS PERMIT  
OG19-02 BRUINGTON GAS COM C #1R**

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 Energy Company in the City of Aztec, San Juan County, New Mexico, as described below:

**LEGAL DESCRIPTION**

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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, August 13, 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.



R0010720

PEPSI

FALCON BLUFF

SONNY

MAIN

BISON

SULLIVAN

KELLY

QUAIL

LOBO

PADILLA

STORY