

**AG E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**December 17, 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 Special Workshop Meeting Minutes November 19, 2019
- B. Commission Meeting Minutes November 26, 2019
- C. Resolution 2019-1165 Authorizing Signatures On Municipal Court Cash Bond Checking Account
- D. City Manager Employee Agreement Amendment
- E. Resolution 2019-1166 Write Off of Uncollected Utility Accounts
- F. Resolution 2019-1167 Municipal Surplus (Golf Carts)
- G. RFP 2014-225 SEH (formerly Russell Planning & Engineering) Contract-N. Main Corridor Design
- H. Approval of ITB 2019-703 Water Plants 3 & 4 Upgrade Change Order No. 1

*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**

**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.

**VII. PRESENTATIONS**

- A. Employee Recognition
- B. Aztec Farmers Market
- C. Steamers and Dreamers

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

**IX. BUSINESS ITEMS**

- A. RFP 2020-723 Sale of Real Property
- B. Intent to Adopt Ordinance 2019-498 Amending Chapter 26, Article III and IV

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

None

**XI. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**

**XII. 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 SPECIAL WORKSHOP MEETING MINUTES  
3 November 19, 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; Finance Director  
17 Kathy Lamb; City Attorney Tyson Gobble;  
18 Electric Director Ken George; Utility Director  
19 Delain George; Project Manager Ed Kotyk; City  
20 Clerk Karla Saylor; see attached sign in sheet  
21

22 **A. Understanding Energy: Don't Fear the Frack**  
23

- 24 • George Sharpe provided a Video and PowerPoint presentation about  
25 energy types, environmental issues and pros on the fossil fuels
- 26 • Solar and Wind energy not being built fast enough and fossil fuel will be  
27 needed for a long time
- 28 • He explained the process of fracking and explained that the San Juan  
29 Basin is a Natural Gas Basin
- 30 • The process of fracking is the optimization of two old processes and  
31 significantly reduces impact on land and environment; the process never  
32 comes in contact with the ground water; it has not been shown to create  
33 earthquakes
- 34 • Commission asked questions and Ron Sharpe answered
- 35 • There were varying opinions on the subject of natural gas and the  
36 environmental impact

37 **II. ADJOURMENT**  
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39 Moved by Mayor Snover to adjourn the meeting at 7:00 p.m.  
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Mayor, Victor C. Snover

ATTEST:

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Karla Sayler, City Clerk

MINUTES PREPARED BY:

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Sherlynn Morgan, Administrative Assistant

1  
2 CITY OF AZTEC  
3 COMMISSION MEETING MINUTES  
4 November 26, 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 Mayor Snover)  
15  
16 C. New Mexico pledge of Allegiance (led by Mayor Snover)  
17

18 **III. ROLL CALL**

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

23 Members Absent: None  
24

25 Others Present: City Manager Steve Mueller; City Attorney Tyson Gobble;  
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 Lewis to approve the agenda as given; SECONDED  
32 by Commissioner Randall  
33

34 All voted Aye: Motion passed five to zero  
35

36 **V. CONSENT AGENDA**

- 37 A. Commission Workshop Meeting Minutes November 12, 2019  
38 B. Commission Meeting Minutes November 12, 2019  
39 C. Intergovernmental Agreement with San Juan County for Detention Center  
40 Services, Amendment Eleven  
41

42 MOVED by Commissioner Randall to Approve the Consent Agenda as given  
43 SECONDED by Commissioner Lewis  
44

45 All voted Aye: Motion passed five to zero  
46

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

48  
49 NONE

50  
51 **VII. PRESENTATIONS**

52  
53 NONE

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55 **VIII. CITIZENS INPUT (3 Minutes Maximum)**

56  
57 NONE

58  
59 **IXf. BUSINESS ITEMS**

60  
61 A. Final Adoption of Ordinance 2019-496 Amending Section 1-12 Mandatory  
62 Penalty and Fees

63  
64 City Manager Steve Mueller mentioned that this came about because of the issues  
65 with the Police Department and Courts computer system with the new cell phone  
66 ordinance, so this is just cleaning it up so the system can process the fines correctly.  
67 We have received no comments on this ordinance.

68  
69 MOVED by Commissioner Randall to Approve Final Adoption of Ordinance 2019-  
70 496 Amending Section 1-12 Mandatory Penalty and Fees SECONDED by  
71 Commissioner Sipe

72  
73 A Roll Call was taken; All voted Aye: Motion passed five to zero

74  
75 B. Intent to Adopt Ordinance 2019-497 Amending Chapter 27, Article II Lodgers  
76 Tax

77  
78 City Manager Steve Mueller mentioned that in 2019 the legislature amended the  
79 statutes specific to the occupancy tax and this change will incorporate the change into  
80 the City Code.

81  
82 MOVED by Mayor Pro-Tem Fry to Approve Intent to Adopt Ordinance 2019-497  
83 Amending Chapter 27, Article II Lodgers Tax SECONDED by Commissioner Lewis

84  
85 A Roll Call was taken; All voted Aye: Motion passed five to zero

86  
87 **X. QUASI JUDICIAL HEARINGS (Land Use)**

88  
89 NONE

90  
91 **XI. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**

92

93 City Manager Steve Mueller mentioned the Employee Christmas Party will be on  
94 Dec. 20<sup>th</sup> and reminded everyone that RSVP's are due by Dec. 5<sup>th</sup>. He gave a shout out  
95 to Employee Association for the Thanksgiving Potluck. He has a City Manager  
96 Conference next week in Albuquerque and the following week he will be in Las Vegas,  
97 Nevada with the San Juan Water Commission for a Conference.

98

99 City Attorney Tyson Gobble mentioned that he is working on becoming a member  
100 of the NMML. He mentioned that the workshop with Mr. Sharpe was very informative.

101

102 Commissioner Sipe attended the Thanksgiving Potluck it was great. She attended  
103 the NWNM Seniors executive meeting last week, the new Interim Executive Director is  
104 on board. She attended EDAB on Thursday but there was no quorum. She reminded  
105 everyone of Aztec Sparkles on Dec. 6<sup>th</sup> and 7<sup>th</sup>.

106

107 Commissioner Lewis attended San Juan Water Commission. He will also be  
108 attending the Conference in Las Vegas.

109

110 Commissioner Randall mentioned that LTAB was canceled.

111

112 Mayor Pro-Tem Fry attended 4CED meeting. She had a conference call about  
113 bringing broad band to the area, she also attended EDAB. She mentioned that she was  
114 glad that the Senior Center always provided a Thanksgiving meal.

115

116 Mayor Snover mentioned that the lights on Main Street look great. He  
117 recommended everyone attend the Ruins and all the Sparkles events. He met with the  
118 NM Outdoor Recreation Director yesterday and they spoke about opportunities in the  
119 area.

120

## 121 **XII. CLOSED SESSION**

122

123 Closed Session Pursuant to State Law; Section 10-15-1 (H-8) Discussion of the  
124 purchase, acquisition or disposal of real property or water rights

125

126 Mayor Snover moved the meeting into closed session at 6:18pm pursuant to  
127 State Law; Section 10-15-1 (H-8) discussion of the purchase, acquisition or disposal of  
128 real property or water rights

129

130 All voted Aye

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132 Mayor Snover moved the meeting back into open session at 6:48 pm stating that  
133 nothing else was discussed or no decisions were made.

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135 All voted Aye

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**XIII. ADJOURNMENT**

Mayor Snover moved to adjourn the meeting at 6:50 pm SECONDED by  
Commissioner Sipe

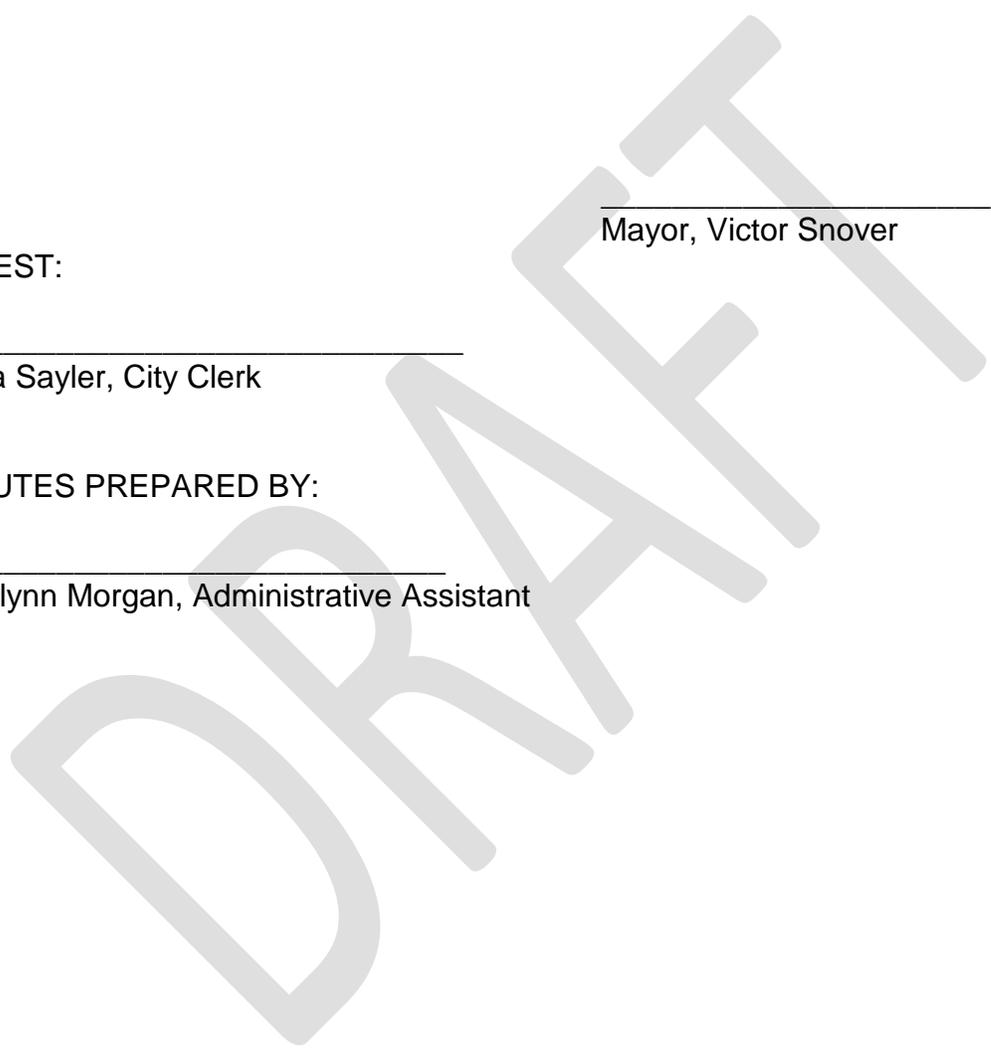
\_\_\_\_\_  
Mayor, Victor Snover

ATTEST:

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

MINUTES PREPARED BY:

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



# Staff Summary Report

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**MEETING DATE:** December 17, 2019  
**AGENDA ITEM:** V. CONSENT AGENDA (C)  
**AGENDA TITLE:** Resolution 2019-1165 Authorizing Signatures on Municipal Court Cash Bond Checking Account

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**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approve Resolution 2019-1165 Authorizing Signatures on City of Aztec Municipal Court Cash Bond Checking Account  
**SUMMARY BY:** Kris Farmer

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## PROJECT DESCRIPTION / FACTS

- Resolution 2019-1165 updates the list of persons authorized to sign on City of Aztec Municipal Court Cash Bond Checking account with respect to the retirement of Theresa Archuleta at the end of December 2019.
- For internal control purposes, the TWO (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account this will also allow extra signers, in the event that authorized signers were not available, except from the same department

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**SUPPORT DOCUMENTS:** Resolution 2019-1165

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2019-1165 Authorizing signatures on City of Aztec Municipal Court Cash Bond Checking Account

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**CITY OF AZTEC  
RESOLUTION 2019-1165**

**Authorizing Signatures for Municipal Court Cash Bond Checking Account**

**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**, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the Municipal Court Cash Bond Checking Account at Citizens Bank, New Mexico, N.A.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of Aztec, New Mexico, that the City of Aztec Municipal Court Cash Bond checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons: For internal control purposes, the combination of signatures, no two signatures can be from the same department.

Carlton Gray	Municipal Judge
Laura Tillman	Court Administrator
Steve Mueller	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director

**BE IT FURTHER RESOLVED**, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

**PASSED, APPROVED AND ADOPTED** this 17th day of December 2019.

City of Aztec

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Victor C Snover, Mayor

ATTEST:

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City Clerk, Karla H. Sayler

# Staff Summary Report

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**MEETING DATE:** 12/17/2019  
**AGENDA ITEM:** V. CONSENT AGENDA (D)  
**AGENDA TITLE:** City Manager Employee Agreement Amendment

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**ACTION REQUESTED BY:** Mayor Victor Snover/Commissioner Sherri Sipe  
**ACTION REQUESTED:** Approve amendment to City Manager Agreement  
**SUMMARY BY:** City Staff

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## PROJECT DESCRIPTION / FACTS

An evaluation of the current City Manager was recently completed. After the evaluation was completed and discussed with the City Manager, the recommended changes were addressed in the amendment to the City Manager's Employment agreement.

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY20 Adopted Budget, General Fund, included 5% specific to an increase in compensation for the City Manager. The increase in the agreement amendment is within this percentage.

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**SUPPORT DOCUMENTS:** City Manager Agreement  
City Manager Agreement Amendment

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the amendment to City Manager's Employment contract.

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## **FIRST AMENDMENT TO CITY MANAGER EMPLOYEE AGREEMENT**

THIS FIRST AMENDMENT to that certain City Manager Employee Agreement (“Agreement”) executed the 1<sup>st</sup> day of June 2018 between the City of Aztec (“Employer”), a municipal corporation, and Steven D. Mueller (Employee) is effective the 1<sup>st</sup> day of December 2019.

1. Recitals:

- A. The Agreement was entered into by Employer and Employee on June 1, 2018.
- B. The Agreement dictated the terms, scope, and conditions of the Employee’s duties, as well as outline the Employee’s benefits and compensation.
- C. The parties desire to change the terms of the Agreement.

2. Provisions:

- A. Paragraph B of Section 3 entitled Compensation shall be amended and read as follows: “Effective July 1, 2019, the Employer agrees to pay the Employee an annual base salary of ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED AND ONE DOLLARS (\$105,701.00), plus those benefits as provided for in this Agreement.
- B. Paragraph C of Section 3 entitled Compensation shall be amended and read as follows: “The Employer agrees to pay the Employee an annual vehicle allowance of EIGHT THOUSAND THREE HUNDRED DOLLARS (\$8,300) for the period of August 1<sup>st</sup>, 2018 thru June 30<sup>th</sup>, 2020, plus any mileage reimbursement as provided in this Agreement.

C. Section 4 entitled Termination and Severance Pay shall be amended and read as follows:

- A. In the event the Employee is terminated by the Commission thru the end of the Agreement the Employer agrees to pay the Employee severance pay in the amount equal to three months basic pay.
- B. In addition, the Employee shall also be compensated for all accrued annual leave (vacation, administrative and personal day) as well as accrued sick leave at a ratio of 3 to 1.
- C. In the event the Commission requests the resignation of the Employee, then in that event, the Employee shall be deemed to be “terminated” at the date of such request, and the herein severance pay provisions shall be in full force and effect. Severance pay and accrued annual leave shall be paid in full within 5 days following such termination **OR** upon request shall be paid out over a period of time.
- D. Salary shall not include additional benefits provided for in this Agreement except that the Employee shall have the option, at his expense, of remaining a member of the City’s health insurance plan pursuant to any COBRA regulations.
- E. In the event the Employee voluntarily resigns his position with the Employer before the expiration of the aforesaid term of Agreement, then the Employee shall give the municipality two months’ written notice in advance, unless the parties agree otherwise.
- F. If the Employee is terminated because of conviction of a felony, the Employer is not obligated to pay severance under this section.

D. Paragraph A of Section 7 entitled Vehicle Allowance shall be amended and read as follows: “The Employee is required to be on call for twenty-four hour service, therefore the Employer agrees to pay the Employee an annual vehicle allowance of EIGHT THOUSAND THREE HUNDRED DOLLARS (\$8,300) for the period of August 1<sup>st</sup>, 2018 thru June 30<sup>th</sup>, 2020.

- 3. Effective Date: The Effective date of this Amendment shall be December 1, 2019.
- 4. Effect of Amendment: Except as expressly modified and amended by this First Amendment, the terms and conditions of the Agreement shall continue in full force and effect. In the event of any conflict between the provisions of the Agreement and the

provisions of this First Amendment, the provisions of this First Amendment shall govern and control.

WHEREFORE, the Employer has caused this First Amendment to be signed and executed on behalf of the City Commission by the Mayor, and duly attested by the City Clerk. Further the Employee has signed and executed this Amendment both in duplicate the day and year written below.

CITY OF AZTEC

By \_\_\_\_\_

Victor C. Snover, Mayor

By \_\_\_\_\_

Steven D. Mueller, Employee

Date \_\_\_\_\_

ATTESTED

By \_\_\_\_\_

Karla Sayler, City Clerk

APPROVED AS TO FORM

By \_\_\_\_\_

Tyson K. Gobble, Esq., City Attorney

# Staff Summary Report

**MEETING DATE:** December 17, 2019  
**AGENDA ITEM:** V. CONSENT AGENDA (E)  
**AGENDA TITLE:** Resolution 2019-1166 Write Off of Uncollected Utility Accounts

**ACTION REQUESTED BY:** Finance Department  
**ACTION REQUESTED:** Approval  
**SUMMARY BY:** Kathy Lamb

## PROJECT DESCRIPTION / FACTS

- State Statute 3-37-7, NMSA provides for the removal of uncollectable utility accounts from the Utility Accounts Receivable listing of the City. The governing body must approve this action. The attached list includes accounts more than four years old and considered uncollectable due primarily to age, but may also include death of the debtor or bankruptcy.
- 76 accounts received LIHEAP (Low Income Home Energy Assistance Program) assistance during the period July 2015 to December 2015. Of these, three accounts are included on the write off list for December 2019. While this assistance may be provided throughout the year, LIHEAP does not permit utility providers to disconnect utilities for non-payment if assistance has been received during the winter months (Nov to March).
- The total write off amount is \$16,514.79 and includes 66 accounts final billed through December 10, 2015, 2 accounts which the City has received bankruptcy notices and 5 accounts with the responsible party deceased. All remaining Utility Account Receivables will be less than four years old.
- As a comparison, the write-off amounts for the prior 4 years are below:

Fiscal Year	Write Off Time Period	Amount	Write Off Time Period	Amount	Total Write Off
FY2016	Dec 31, 2011	22,088.63	June 30, 2012	21,513.73	43,602.36
FY2017	Dec 31, 2012	18,796.73	June 30, 2013	12,735.53	31,532.26
FY2018	Nov 30, 2013	23,471.65	May 31, 2014	20,241.35	43,713.00
FY2019	Nov 30, 2014	24,283.13	June 25, 2015	21,198.64	45,481.77
FY2020	Dec 10, 2015	16,514.79			16,514.79

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The utility accounts will be written off against the allowance which is calculated based on annual utility accounts receivable using a percent based on the averages of aged (current, 30, 60, and 90 day) receivables since January 1990. The utility allowance for uncollectible

accounts as of December 11, 2019 is \$237,323.16. This write off, totaling \$16,514.79, represents 7.0% of the allowance.

- As of November 30, 2019, total utility accounts outstanding totaled \$994,256.97. Of this amount, \$178,192.77 was over 90 days past due (16.0% of total accounts). By utility, the over 90 day balances consist of:

▪ Electric utility:	\$ 88,781.03	49.82%
▪ Water utility:	\$ 33,910.26	19.03%
▪ Sewer utility:	\$ 35,683.90	20.03%
▪ Trash	\$ 19,817.59	11.12%

- Actual collection averages for utility accounts are:
  - 89.21% of current billings are collected within 30 days of billing;
  - 75.76% of accounts over 30 days are collected;
  - 68.76% of accounts over 60 days are collected; and
  - 1.93% of accounts over 90 days are collected.
- For fiscal year ending June 30, 2020, annual utility revenues are estimated to be \$10.1 million and the adopted budget includes \$87,400 (less than 1% of annual billing) for the current year write off expense which will establish the allowance for actual write offs in four years.

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**SUPPORT DOCUMENTS:** 1. Resolution 2019-1166  
2. Schedule of Accounts to Write Off

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2019-1166  
Uncollectable Utility Accounts.

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**RESOLUTION 2019-1166**

**UNCOLLECTIBLE UTILITY ACCOUNTS**

**WHEREAS,** The City of Aztec Utility Administration Department has established utility accounts and provided service to the referenced customers on the attached schedule; and

**WHEREAS,** efforts have been made to collect the utility accounts and locate the debtors; and

**WHEREAS,** the utility accounts have been uncollectible for a period of time of more than four years or the debtor is deceased or has filed bankruptcy; and

**WHEREAS,** it is the objective of the City of Aztec Finance Departments to maintain accurate financial records of the City, including an accurate balance of the City's Accounts Receivable; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** that the uncollectible utility accounts be shown on the attached schedule be removed from the list of accounts receivable for the City of Aztec and that the Aztec City Commission adopt this resolution as a formal approval to remove the referenced list of uncollectible accounts from the City's list of accounts receivable.

**ADOPTED AND APPROVED THIS 17th day of December 2019.**

\_\_\_\_\_  
VICTOR C. SNOVER, MAYOR

ATTEST:

\_\_\_\_\_  
KARLA SAYLER, CITY CLERK

**Resolution 2019-1166**  
**Write Off Inactive Utility Accounts**  
**Over Four Years Old + Bankruptcy and Deceased Accounts**

<b>Account Number</b>	<b>Customer Name</b>	<b>Service Address</b>	<b>Last Bill</b>	<b>Balance Due</b>
52849	LEA ELISHA	1216 W Aztec Blvd Trlr 15	07/01/15	224.11
52382	CHADWICK SHANAH	306 N Oliver Dr B	07/06/15	161.18
48602	MORROW KEVA	804 Baird Cir	07/06/15	333.06
52945	CURLEY MARKUS	305 N Light Plant Rd Trlr	07/08/15	118.15
52566	CARLSTON JASON	314 Robinson Ave	07/08/15	721.91
52825	BARRON ANITA	318 Sunrise Ct	07/08/15	123.52
9618	ATKINSON LYLA	423 Heiland Pl	07/16/15	2.42
52429	CATES SHANE	308 NE Aztec Blvd	07/21/15	202.72
52958	SHAWNTINA M JONES	707 Dillon St	07/22/15	275.59
52763	HAWKINS JANINE MARIE	1216 W Aztec Blvd Trlr 38	07/23/15	402.83
52106	CUSTOM VAPOR & E-CIG, LLC	1409 W Aztec Blvd Ste 3	07/27/15	94.23
52186	MARTINEZ, ANTONIA R.	602 Ruins Rd Spc 25	07/30/15	182.35
52129	DEAL, LEO SR.	1216 W Aztec Blvd Trlr 20	08/12/15	211.78
52651	AGUILAR WILL	311 Fairgrounds Rd	08/12/15	472.13
50948	QUEVEDO TOSHA	324 S Church Ave	08/12/15	451.68
52782	FLOHR MICHAEL A.	48 Road 2598 #a	08/12/15	74.00
52661	THOMPSON SHEILA	1628 N Glenmary Dr	08/13/15	444.45
51060	TSOSIE VERNON	524 Rio Pecos Rd Apt 6	08/17/15	191.94
52089	SANCHEZ, MONICA S.	1216 W Aztec Blvd Trlr 35	08/19/15	101.33
52624	PALMER CHANDRA S	211 Arriba Ave	08/20/15	161.73
51468	YAZZIE BYRON	650 N Rio Grande Ave	08/20/15	417.11
50907	JOHNSTON SHAWNA	111 Quail Run	08/24/15	177.63
52708	COSTELLO LEEANN	609 Lovers Ln	08/31/15	61.40
52594	FINNERTY, EDMOND B.	203 Mesilla Dr	09/01/15	154.49
52168	SCORPION SURVEY & CONSULT	302 S Ash Ave	09/01/15	26.50
52751	VAUGHN HEATHER	3505 Rhodes Dr	09/03/15	332.11
52649	SANDOVAL ROBERT	400 N Light Plant Rd Trlr	09/09/15	229.61
50286	MAYS TAMI	1216 W Aztec Blvd Trlr 26	09/10/15	361.19
47666	WILKES GIRARD L	718 Sagebrush Dr	09/10/15	0.65

**Resolution 2019-1166**  
**Write Off Inactive Utility Accounts**  
**Over Four Years Old + Bankruptcy and Deceased Accounts**

<b>Account Number</b>	<b>Customer Name</b>	<b>Service Address</b>	<b>Last Bill</b>	<b>Balance Due</b>
46519	POLICH ALFRED F	717 Mccoy Ave	09/14/15	370.89
51556	MARTINEZ CRYSTAL	208 Robinson Ave	09/14/15	22.91
50098	TALAMANTE MILYNDA	Resid Bulk Water	09/16/15	83.46
52842	HARRISON MATTHEW JAMES	406 Zuni St	09/17/15	584.24
52828	KING CHRIS	40 Road 2598 #a	09/22/15	432.89
52908	WATSON BRETT	516 Ruins Rd Trlr 63	09/24/15	277.52
51691	ROQUEMORE BRANDIE	407 Heiland Rd	10/01/15	197.25
52534	MAXWELL JANET	412 Zuni St	10/01/15	158.49
50491	VILLA ASHLEIGH	510 Ruins Rd Trlr 48	10/05/15	51.01
53062	BROWN JONNA F	520 Rio Pecos Rd Apt 6	10/06/15	129.84
53018	BARRON ANITA	1216 W Aztec Blvd Trlr 48	10/07/15	250.79
52812	MOBLEY PATRISHA	25 Road 2960	10/07/15	98.85
51688	GRIFFIN ANGELA	806 Pioneer Ave	10/07/15	294.34
52443	SANCHEZ HOLLIE	808 N Rio Grande Ave	10/07/15	267.99
53101	BRYANT IVANA	512 Orchard Ave Apt 3	10/08/15	397.40
53090	PINZON CECILIA A.	515 S Main Ave	10/12/15	164.01
51558	BARRON ANITA	1216 W Aztec Blvd Trlr 28	10/14/15	298.96
52919	MARTZALL RICHARD S JR	1401 Martin Ave	10/14/15	331.26
52360	ENRIQUEZ ALEJANDRA	203 Robinson Ave	10/14/15	316.86
52826	JARAMILLO TIMOTHY	300 Mesilla Dr Apt 3	10/14/15	336.61
52728	BELL ZACHARY	400 N Light Plant Rd Trlr	10/14/15	255.22
53036	MOORE ASHLIE	620 Pioneer Ave Apt A	10/14/15	218.39
52294	CALA JOSEPH	407 Zuni St	10/19/15	11.26
52730	HENDERSON GINGER	330 S Oliver Dr	10/20/15	339.22
52892	PRIBBLE JACLYN	601 Navajo Ave Apt 504	10/22/15	86.68
53116	HAVERCAMP ASHLEY	1601 S Glenmary Dr	11/02/15	236.05
53001	MCILVAINE JEFF	217 N Rio Grande Ave 1/2	11/03/15	181.45
52501	SANDOVAL ANDRES S.	510 Orchard Ave Apt 4	11/10/15	101.97
52660	MONTOYA-ALCON JANE	303 Mesilla Dr Apt 2	11/16/15	477.87

**Resolution 2019-1166**  
**Write Off Inactive Utility Accounts**  
**Over Four Years Old + Bankruptcy and Deceased Accounts**

Account Number	Customer Name	Service Address	Last Bill	Balance Due
52381	STANLEY	2900 Jaquez Dr	11/19/15	169.27
52081	WILLIS STACEY	1216 W Aztec Blvd Trlr 33	11/24/15	498.00
53144	AUBURG JUSTIN R.	1216 W Aztec Blvd Trlr 31	11/30/15	154.95
50619	STODDARD DANIEL	1629 Maple St	11/30/15	236.94
50302	LOPEZ ANTONIO	305 N Light Plant Rd Trlr	12/03/15	86.26
52491	VIGIL SHAELEE	516 Ruins Rd Trlr 53	12/03/15	276.97
48019	MANZANARES VALERIE	312 Gila Rd	12/09/15	316.69
52386	VENZOR NUBIA	305 N Light Plant Rd Trlr	12/10/15	154.68
53237	BEGAY DOMINIC	314 Rio Pecos Rd	08/10/16	249.36
52722	ZAMORA TONY	107 Road 2581	02/28/19	57.20
50455	ZUNIGA KRISTA	530 Rio Pecos Rd Apt 6	06/05/19	84.99
51473	LONG SANDRA G	401 S Park Ave Apt E-1	09/05/19	27.50
51898	MILLER MICHAEL	621 S Park Ave Apt D-5	09/25/19	58.59
50688	AGUILAR JOAQUIN	728 Sagebrush Dr	10/09/19	32.14
48561	YEAGER CHRISTINE	1309 Heiland Cir	11/13/19	425.77

\$ 16,514.79

# OF ACCOUNTS TO WRITE OFF	73
# OF ACCOUNTS DISCHARGED DUE TO BANKRUPTCY	2
# OF ACCOUNTS DUE TO DECEASED CUSTOMER	5
AVG BALANCE DUE PER ACCOUNT (AFTER DEPOSITS APPLIED) \$	226.23

**ESTIMATED FUTURE WRITE-OFFS**

FY20: JAN 2016 - MAY 2016 \$	24,167.25
FY21: JUNE 2016 - MAY 2017 \$	37,900.60
FY22: JUNE 2017 - MAY 2018 \$	32,626.62
FY23: JUNE 2018 - MAY 2019 \$	48,505.80

# Staff Summary Report

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**MEETING DATE:** December 17, 2019  
**AGENDA ITEM:** V. CONSENT AGENDA (F)  
**AGENDA TITLE:** Resolution 2019-1167 Municipal Surplus

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**ACTION REQUESTED BY:** Municipal Golf Course  
**ACTION REQUESTED:** Approval of Resolution 2019-1167  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- The City Commission has directed staff to terminate operations of the Aztec Municipal Golf Course effective December 31, 2019. Equipment which was purchased specific to the golf course operations includes 40 2015 Yamaha YDRA Golf Cars. The terms of the lease purchases (2 leases) for the cars includes balloon payments at the end of the lease period (spring 2020) in the amount of \$72,802.32. Yamaha, through its agent Masek Rocky Mountain Golf Cars, has agreed to accept the return of the cars at the end of operations forgiving final lease payments of \$8,352 plus the balloon payments.
- If the cars were sold as a group, or individually, sale proceeds would need to be at least \$81,154.32 (\$2,028.85/car) to equal Yamaha's offer to accept return of the cars. A review of various golf car dealer websites, ebay, and craigs list included 2015 Yamaha golf cars listed from \$4,500 to \$7,000 (none of the units were located in the 4 corners region). Using the "golf car blue book" resulted in a value of \$875-\$1,250 per car. The City would also be required to store the cars until the units could be sold or otherwise disposed.
- If the items are not sold they will be donated or disposed of according to NM Statute Sections 3-54-2 and 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

## PROCUREMENT

- N/A

## FISCAL IMPACTS

- Revenues from sale of surplus items will be applied to General Fund / Joint Utility Fund

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**SUPPORT DOCUMENTS:** Resolution 2019-1167  
Surplus List

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2019-1167 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing arrangements with Masek Rocky Mountain Golf Cars be completed for return of the golf cars.

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# CITY OF AZTEC RESOLUTION 2019-1167

**A RESOLUTION DECLARING CERTAIN MUNICIPAL PROPERTY NOT ESSENTIAL FOR MUNICIPAL PURPOSE AND DIRECTING IT BE SOLD, OR IF THE PROPERTY HAS NO VALUE, DONATE THE PROPERTY TO ANY ORGANIZATION DESCRIBED IN SECTION 501(c)3 OF THE INTERNAL REVENUE CODE OF 1986 OR DISPOSED.**

**WHEREAS,** Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and

**WHEREAS,** the City of Aztec will no longer operate the Aztec Municipal Golf Course effective December 31, 2019 and has no need or use for Yamaha Golf Cars; and

**WHEREAS,** Yamaha Motor Finance agrees that Masek Rocky Mountain Golf Cars may assume the finance obligations of the remaining lease payments on the golf cars; and

**WHEREAS,** the Governing Body wishes to declare this property not essential for a municipal purpose and that golf cars be disposed of to Masek Rocky Mountain Golf Cars terminating lease agreements with Yamaha.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** of the City of Aztec, New Mexico that the personal property described on the attached list which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 17th day of December 2019.

\_\_\_\_\_  
VICTOR C. SNOVER, MAYOR

ATTEST:

\_\_\_\_\_  
KARLA SAYLER, CITY CLERK

**CITY OF AZTEC  
RESOLUTION 2019-1167  
December 17, 2019**

**MUNICIPAL SURPLUS**

<b>Department</b>	<b>Item/Model</b>
Golf Course	<p>2015 YAMAHA YDRAN GOLF CARS (26)</p> <p>Acquisition Date: 03/2015 (Yamaha Lease #M15031618)</p> <p>Reason for Surplus: Not Required In Department</p> <p>Condition: Fair</p> <p>Serial Numbers:            JW8-506643, JW8-506647, JW8-506654, JW8-506703, JW8-506706, JW8-511125, JW8-511484, JW8-511590, JW8-511759, JW8-511763, JW8-511764, JW8-511769, JW8-511773, JW8-511778, JW8-511779, JW8-511780, JW8-511781, JW8-511785, JW8-511792, JW8-511793, JW8-511794, JW8-511795, JW8-511796, JW8-511798, JW8-511799, JW8-511800</p>
Golf Course	<p>2015 YAMAHA YDRAN GLACIER FLEET GAS (14)</p> <p>Acquisition Date: 04/2015 (Yamaha Lease #M15061775)</p> <p>Reason for Surplus: Not Required In Department</p> <p>Condition: Fair</p> <p>Serial Numbers:            JW8-514086, JW8-514089, JW8-514090, JW8-514151, JW8-514152, JW8-514153, JW8-514155, JW8-514156, JW8-514157, JW8-514158, JW8-514159, JW8-514160, JW8-514249, JW8-514251</p>

# Staff Summary Report

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<b>MEETING DATE:</b>	December 17, 2019
<b>AGENDA ITEM:</b>	V. CONSENT AGENDA (G)
<b>AGENDA TITLE:</b>	RFP 2014-225 SEH (formerly Russell Planning & Engineering) Contract-N. Main Corridor

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<b>ACTION REQUESTED BY:</b>	City Staff
<b>ACTION REQUESTED:</b>	Approval
<b>SUMMARY BY:</b>	Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

### Acronyms:

- NMDOT – New Mexico Department of Transportation
- FEMA – Federal Emergency Management Administration
- USACE – United States Army Corp of Engineers

### Information from July 23, 2019 staff summary:

- Original Contract: Approved by City Commission during the August 26, 2013 regular meeting, RFP 2014-225 was awarded to Russell Planning & Engineering (RPE) for design services of the North Main Corridor connecting Main Avenue to the Aztec Ruins National Monument. Elements of the design include plaza area, trails, landscaping, roadway, sidewalks and utilities.
- August 2014 to April 2016 amendments and change orders to the original contract were approved by the City Commission, the result of changes in scope of services to be provided (amendments) and cost increases to previously approved services (change orders).
- Legislative funding appropriated to the City this calendar year will allow the City to move forward with this project. Due to the lapse in time, design and specifications require review and update for NMDOT, FEMA and USACE.
- RPE has submitted a cost proposal which will update the design and prepare the project to be ready to bid this fall. Their cost proposal identifies items which are included and several which are not. It is anticipated there may be additional costs specific to the level of coordination with NMDOT.
- Electric and irrigation infrastructure are being coordinated by the City and are not included in RPE's proposal.

### New Information:

- Russell Planning and Engineering merged with Short-Elliott-Hendrickson (SEH) in August 2019.
- SEH project manager has identified the efforts necessary for coordination of the North Main Project with NMDOT and has reviewed their fee proposal with the City project team.

## PROCUREMENT

- Qualification based proposals in response to the City's Request for Proposal (RFP) 2014-225 were received on June 20, 2013. Proposals were evaluated, finalists were interviewed, and ultimately, a contract was negotiated with RPE. The scope of services included in RFP 2014-225 include preliminary engineering, preliminary design, agency coordination, final construction documents and bid documents, bidding phase and construction services.
  - Original Contract, Amendments & Change Orders: \$268,925.14
  - Fee Proposal to Update Design \$ 39,090.00
  - Fee Proposal for NMDOT Coordination \$130,753.11
  
- NMSA 1978 13-1-150.B Multi Term Contracts Professional Services may not exceed four years, for this reason, a sole source notice advising of the City's intent to continue with RPE on this project was posted on June 27, 2019. As of July 18, 2019, no protests to the sole source have been received.

## FISCAL IMPACTS

- The North Main project has been included in the FY20 Annual Budget in the Capital Projects Fund.
- The contract and fee proposal have been submitted to NMDOT for their approval to obligate the legislative capital funds for the additional engineering fees.

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**SUPPORT DOCUMENTS:** SEH North Main Extension Re-Design Civil Fee Estimate, November 11, 2019

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve SEH Civil Fee Estimate of November 11, 2019 and authorize the City Manager to execute agreement on behalf of City.

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<b>City of Aztec</b>		
<b>Aztec North Main Extension Re-Design - Local Public Agency Requirement:</b>		
		<b>11-Nov-19</b>
<b>Description</b>		<b>TOTAL FEES</b>
<b>Sub Consultants</b>		
SEH Survey (full scope of work attached, includes GRT)	\$	27,495.50
Environmental Clearances (Ecosphere updated environmental, includes GR1)	\$	20,434.35
Gipson Investments (Appraisals for 8 TCPs, 5 property owners, includes GR1)	\$	12,178.13
Johnston Land Company (includes GRT)	\$	11,211.39
Avocet Irrigation Design (Includes GRT)	\$	2,489.75
	<b>\$</b>	<b>73,809.11</b>
<b>Project Design Revisions</b>		
City Comments received after kickoff meeting	\$	7,880.00
- Seatwall for Armijo Plaza		
- Raise Bus Stop splitter island, install with curb and gutter		
- Revise Access aprons to accommodate WB-62		
- Coordinate landscape updates with DHM or COA		
Depress median, revise: road profile, grading, utilities cover, storm drain design & reproc	\$	14,560.00
Lift Station RFP and finalize Lift Station Supplier and Submit	\$	1,160.00
Floodplain Coordination - Assumes FEMA acceptance of Ped Bridge Floodplain Repo	\$	870.00
Construction Schedule for Construction Management Services bid		
Landscape Architecture Allowance (SEH, \$1,500 allowance)		
	<b>\$</b>	<b>24,470.00</b>
<b>NM DOT Submittals, Revisions and Coordination</b>		
90% Plans		
90% Plan Review coordination (assume electronic review with no in-person meeting)	\$	610.00
Address Comments from NMDOT 90% CD review meeting (20 hours of edits allowance)	\$	3,010.00
Plans, Specifications and Estimates (PS&E)		
Submit PS&E Package to NMDOT	\$	240.00
NMDOT PS&E Review Meeting (in Aztec)	\$	2,440.00
Address PS&E Submittal Package comments from NMDOT (40 hours of edits allowance)	\$	6,580.00
	<b>\$</b>	<b>12,880.00</b>
<b>NM DOT Environmental</b>		
Coordination with Ecosphere (Cultural, NEPA, Wetlands)	\$	900.00
Level of Effort Packet	\$	290.00
	<b>\$</b>	<b>1,190.00</b>
<b>NM DOT Right-of-Way</b>		
Coordination with Gipson Investments (Appraisals)	\$	1,830.00
Coordination with Johnston Land Company (Acquisition of TCPs)	\$	1,830.00
Right of Way Records and Reports	\$	2,440.00
	<b>\$</b>	<b>6,100.00</b>
<b>NM DOT Utilities</b>		
Utility Meeting - on site	\$	2,440.00
Utility Coordination and Correspondence	\$	1,800.00
Addressing NM DOT Utility Comments (8 hour allowance)	\$	1,060.00
	<b>\$</b>	<b>5,300.00</b>
<b>NM DOT Railroad</b>		
Railroad Certification Request Letter - Assumes letter of no finding	\$	320.00
	<b>\$</b>	<b>320.00</b>
<b>NM DOT Intelligent Transportation System:</b>		
ITS Coordination - Assumes NM DOT approval without changes, no traffic studies	\$	610.00
Project Checklist	\$	900.00
	<b>\$</b>	<b>1,510.00</b>
<b>Advertising and Awarc</b>		
Bid Quantity Preparation, Bid forms by COA	\$	1,800.00
Transition to Construction Meeting	\$	2,790.00
	<b>\$</b>	<b>4,590.00</b>
<b>Expenses</b>		
Mileage for (2) additional on-site meetings (72 mi round trip @ \$0.585 / m)	\$	84.00
Printing, copying, postage, advertising fee	\$	500.00
	<b>\$</b>	<b>584.00</b>
	<b>TOTAL</b>	<b>\$ 130,753.11</b>
	GRT @ 8.25%	\$ 4,697.88
	<b>GRAND TOTAL</b>	<b>\$ 135,450.99</b>
<b>Notes:</b>		
1 A work item that is not explicitly included is explicitly excluded.		
2 Line item estimates are only estimates, and final costs may be reallocated between line item		
3 Deliverables for 90% CD submittal include: Consolidated Plan Set with outside consultants as outlined above, Project Specifications, Bid Schedule (Schedule of bid items), Engineer's Opinion of Probable Costs (OPC).		
4 Deliverables for Final CD Submittal include: Consolidated Plan Set with outside consultants as outlined above, Project Specifications, Bid Schedule (Schedule of bid items); assumes City will compile bidding package with other standard documents (updating OPC excluded)		
5 Lighting coordination for other consultants performing this work is excluded		
6 Bidding and Construction Administration Services are excluded		
7 The Scope above assumes that the updated topographic mapping occurs on the same datum and coordinate system as previous design. Adjusting design to revised survey coordinates is excluded from the scope		
8 Excludes geotechnical and structural engineering. The City of Aztec will contract the Geotechnical services directly		
9 Assumes Landscape Architecture scope will include detailing any concrete stamping or coloring		

# Staff Summary Report

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<b>MEETING DATE:</b>	December 17, 2019
<b>AGENDA ITEM:</b>	V. CONSENT AGENDA (H)
<b>AGENDA TITLE:</b>	Approval of ITB 2019-703 Water Plants 3 & 4 Upgrade Change Order No. 1

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<b>ACTION REQUESTED BY:</b>	Public Works – Steve Morse
<b>ACTION REQUESTED:</b>	Approval of Change Order No. 1 on ITB 2019-703 Water Plants 3 & 4
<b>SUMMARY BY:</b>	Stephen R. Morse

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## **PROJECT DESCRIPTION / FACTS**

The Water Plants 3 & 4 Upgrade Project involves the upgrade of chemical feed systems for all 4 plants, installation of variable frequency drives on two of the production pumps, replacement of valves, sensors and piping, upgrade of the Plants 3 & 4 control panels, and connection of the new controls and sensors to and Upgrades water and wastewater SCADA system software.

This change order includes three Construction Change Directives( CCDs 1 through 3) issued by the City to perform work not included in the original project scope of work but was determined to be needed based upon field conditions. The change directives included:

1. Re-piping of the water feed pipes to the alum feed pumps for Water Plants 1, 2, 3, and 4. This was needed due to increase delivery rates and make room for ne feed pumps and piping in the chemical feed room. The pre-tax cost for this change is \$3,403.39.
2. Extend the filter to waste pipe from Plants 3 & 4 to allow more room for the control valve installation and extend the pipe to the drain accepting the wastewater. The pre-tax cost for this change is \$1,244.39.
3. Purchase of a three year maintenance contract for the new SCADA system software. This is being added to this contract since Pillar is purchasing the new software and has negotiated a reduced cost for the service. The pre-tax cost for this change is \$4,275.00. This cost is a potential savings of over \$14,000 over the software company's standard rates.

## **PROCUREMENT**

- ITB 2019-703 was awarded to Pillar Innovations on August 13, 2019 in the amount of \$437,365 plus tax. The revised contract amount for this project after including the cost of these proposed changes and tax will be \$483,106.51, an increase of 2.0% over the original contract amount.

## **FISCAL IMPACTS**

- The FY20 Adopted Budget, Joint Utility Fund, included funds for this project:

Established Project Budget:	\$475,000.00
Available Capital Funds	\$425,000.00
Awarded Contract w/ tax	473,447.61
Change Order #1	9,658.90
Total	\$483,106.51

Sufficient budgeted funds exist for the City Commission to authorize this change order.

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**SUPPORT DOCUMENTS:** Draft Change Order No. 1 Form, CCD Nos. 1 through 3

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve ITB 2019-703 Change Order No. 1

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# Construction Change Directive

PROJECT: (Name and Address)

Water Plants 3 and 4 Upgrade  
200 Navajo Dam Road

Change Directive No.: 01

Change Directive Date: 12-03-19

TO: (Contractor Name and Address)

Pillar Innovations  
24 County Road 1956  
Farmington, NM 87401

Contract No.: PO # 2020182

Contract Date:

You are hereby directed to make the following change(s) in this Contract:

Re-pipe the Plants 1, 2, 3 & 4 water feed to alum system as described below.

Materials (at a cost of \$1,170.39):

1. Required 3/4" pipe and fittings
2. Required 1/2" pipe and fittings
3. 2 solenoid valves

Removal, disposal, installation and relocation of water feed piping to the Plants 1, 2, 3 & 4 Alum Pumps (at a cost of \$2,233.00):

1. Remove and dispose of existing piping and appurtenances not to be re-used
2. Relocate existing piping and appurtenances to be reused
3. Install new piping and appurtenances
4. Test system upon completion

### Proposed Adjustments

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum  increase  decrease of \$ 3,403.39
- Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_
- As Follows:

2. The Contract Time is proposed to be  adjusted  remain unchanged The proposed adjustment, if any, is an  increase  decrease of \_\_\_\_\_ working days.

When signed by the State and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

3. Preparation and execution of an appropriate Change Order will follow.

City

By: Stephen K. Moore  
Title: Public works Director  
Date: 12-03-19

Contractor

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Construction Change Directive

PROJECT: (Name and Address)

Water Plants 3 and 4 Upgrade  
200 Navajo Dam Road

Change Directive No.: 02

Change Directive Date: 12-03-19

TO: (Contractor Name and Address)

Pillar Innovations  
24 County Road 1956  
Farmington, NM 87401

Contract No.: PO # 2020182

Contract Date:

You are hereby directed to make the following change(s) in this Contract:

Extend the filter-to-waste pipe as described below.

Materials (at a cost of \$894.39):

1. 8" slip coupling
2. three feet of 8" pipe

Install pipe extension (at a cost of \$350.00):

1. Install new piping and appurtenances
2. Test system upon completion

### Proposed Adjustments

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum  increase  decrease of \$ 1,244.39
- Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_
- As Follows:

2. The Contract Time is proposed to be  adjusted  remain unchanged The proposed adjustment, if any, is an  increase  decrease of \_\_\_\_\_working days.

When signed by the State and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

3. Preparation and execution of an appropriate Change Order will follow.

City

By:

*Joseph R. Morse*

Title:

Public Works Director

Date:

12-03-19

Contractor

By:

Title:

Date:



# Construction Change Directive

PROJECT: (Name and Address)

Water Plants 3 and 4 Upgrade  
200 Navajo Dam Road

Change Directive No.: 03

Change Directive Date: 12-03-19

TO: (Contractor Name and Address)

Pillar Innovations  
24 County Road 1956  
Farmington, NM 87401

Contract No.: PO # 2020182

Contract Date:

You are hereby directed to make the following change(s) in this Contract:

Provide a 3 year ClearSCADA Software Maintenance Agreement between the City of Aztec and Schneider Electric. This Maintenance Agreement is for 3 years and includes ClearSCADA Annual Service and support for this period and includes back-costs from the Maintenance Agreement.

Software and Service (at a cost of \$4,275.00):

1. Effective Start Date of 12/03/2019
2. Effective End Date of 11/30/2022
3. Product Codes: TBUCSUP-UNIT and TBUCSUP\_REINST

### Proposed Adjustments

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum  increase  decrease of \$ 4,275.00
- Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_
- As Follows:

2. The Contract Time is proposed to be  adjusted  remain unchanged The proposed adjustment, if any, is an  increase  decrease of \_\_\_\_\_ working days.

When signed by the State and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

3. Preparation and execution of an appropriate Change Order will follow.

City

By: Steph K. Morse  
Title: Public works Director  
Date: 12-03-19

Contractor

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF AZTEC  
CONTRACT CHANGE ORDER**

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

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

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

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

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

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

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

OWNER: CITY OF AZTEC

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

**REVISED CONTRACT AMOUNT**

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

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

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

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

5. Monetary Basis of Change Order

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

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

(Percentage to be filled in by OWNER)

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

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

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

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

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

**CHANGE ORDER ACCEPTED AND APPROVED.**

BY \_\_\_\_\_

DATE \_\_\_\_\_

CONTRACTOR

**CHANGE ORDER RECOMMENDED**

BY \_\_\_\_\_

DATE \_\_\_\_\_

ENGINEER

CHANGE ORDER APPROVED BY CITY OF AZTEC OWNER ON _____  BY: _____ TITLE: _____
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# Staff Summary Report

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<b>MEETING DATE:</b>	December 17, 2019
<b>AGENDA ITEM:</b>	IX. Business (A)
<b>AGENDA TITLE:</b>	RFP 2020-723 Sale of Real Property

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<b>ACTION REQUESTED BY:</b>	RFP 2020-723 Evaluation Committee
<b>ACTION REQUESTED:</b>	Award of RFP 2020-723
<b>SUMMARY BY:</b>	Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- In January 2016, the City entered into a lease-purchase agreement for the property located at 119 E. Chuska St. and 119 S. Church Ave. for operating a small business incubator. The property was purchased in December 2017.
- With the exception of the 550 Brewing Taproom, the business plan for the facility has not been successfully executed. The primary cause for the unsuccessful execution has been the lack of funding to properly staff; provide services and necessary improvements to the facility for small business incubation.
- In March 2019, the property was declared surplus (resolution 2019-1121), an appraisal was completed and a Request for Proposal was issued.

## PROCUREMENT

- RFP 2020-723 was advertised in the Farmington Daily Times, Vendor Registry and the City's website. The RFP was emailed to three local individuals who had requested the information and/or at the direction of the Community Development Department. The RFP identified the minimum proposal amount to be \$150,000, equivalent to the 2019 appraisal.
- A non-mandatory site visit was conducted on October 9, 2019 with one participant.
- Proposals were due on October 17, 2019; one proposal was received from Double D Investments.
- The Evaluation committee included Steve Mueller (City Manager), Steven Saavedra (Community Development Director), and Delain George (Utility Office/MVD Director).

After evaluating the proposal received, the committee met in November and recommends accepting Double D Investments proposal as being in the City's best interest even though it is below the 2019 appraisal and 2017 purchase price.

## FISCAL IMPACTS

- Award of RFP:

- The purchase of the property was completed in December 2017 through funding from Joint Utility loaned to the General Fund in the amount of \$135,000. Acceptance of the proposal from Double D Investments will require \$5,000 from the General Fund to clear the debt to the Joint Utility Fund.
- An Ordinance is required due to sale of real property exceeding \$25,000. As per 3-54-1.D NMSA 1978, the ordinance will include the terms of the sale, appraised value of the property, time and manner of payments, amount of sale, identification of purchases, and a purpose for the sale. This ordinance would not be effective until 45 days after adoption.
- Rejection of the proposal from Double D Investments due to the proposal amount not meeting the minimum established in the RFP.
  - City Commission and staff will need to determine how to proceed with the property including:
    - Issue new RFP
    - The 550 Brewing Taproom lease expired in March 2019 and is currently on a month-month basis.
    - Improvements necessary for current operations (2019 estimate was \$30,000).
    - Facility operations in general.

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**SUPPORT DOCUMENTS:** RFP 2020-723 Evaluation Tabulation  
Double D Investment Proposal

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Award of RFP 2020-723 to Double D Investments

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**City of Aztec**  
**RFP 2020-723**  
**Sale of Real Property: 119 E Chuska**  
**Scored Evaluation Tabulation**

Evaluation Criteria >

**Proposed Use of Property**  
**Max Points: 100**

**Property Property Improvements**  
**Max Points: 100**

**Timetable for Making Improvements**  
**Max Points: 100**

Evaluator # >

**Double D Investments**

1	2	3
65	90	90

1	2	3
60	85	85

1	2	3
50	85	80

Evaluation Criteria >

**Exceptions to Proposal**  
**Max Points: 100**

**Purchase Offer**  
**Max Points: 100**

Evaluator # >

**Double D Investments**

1	2	3
15	90	70

1	2	3
15	85	70

Evaluation Criteria >

**Score Totals From Each Evaluator**  
**Maximum Total Points 500**

**Proposal Evaluation Score Average**

Evaluator # >

**Double D Investments**

1	2	3
205	435	395

345

To: City of Aztec, Finance Department  
Attn: Kathy Lamb  
201 W. Chaco  
Aztec, NM 87410

From: Double D Investments, LLC  
14 Road 3008  
Aztec, NM 87410

Re: Response to City of Aztec's RFP 2020-723 for property located at 119 E. Chuska, Aztec, NM 87410

Ms. Lamb:

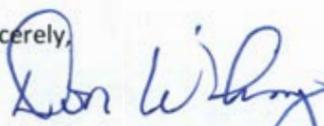
Double D Investments, LLC (DDI) has interest in acquiring the subject property and has decided to participate in the City of Aztec Request for Proposal (RFP 2020-723). Below is information regarding DDI and our thoughts regarding the property. Attached is documentation and narrative that supports DDI's proposal.

DDI is a locally owned limited liability company, with other local investments held under different company names. Our mission is to pursue business acquisitions and/or investments in the Farmington/Aztec/Bloomfield area that present opportunities for solid economic returns, and that we believe to be positive for local economic growth. We believe that the subject property potentially fits our mission. The following highlights our general observations and thoughts:

- The property at 119 Chuska is in a good location. While not Main Street frontage, it is in central Aztec and appears to have gained recognition by the local population as easily accessible.
- The current business that occupies a portion of the property is a business that we would attempt to retain. Based on informal discussions with the owners of 550 Brewery, we envision an opportunity not only to retain them, but to expand their footprint in the building as well. We believe that the tenant is a positive contributor to the local economy and represents a solid source of ongoing lease revenue.
- The property affords an opportunity to attract other businesses and, if we are the successful party, DDI will pursue other tenants/businesses that fit the available space.
- Expansion of 550 Brewery and successfully attracting other tenants will likely require some remodeling of the building and grounds. Additionally, attracting other tenants will require some relatively significant modifications and remodeling in order to meet building and safety code requirements.

Thank you for consideration of our response to the City of Aztec's RFP. We look forward to further discussions.

Sincerely,

  
David Quintana and Don Wicburg  
Owners, Double D Investments, LLC



APPENDIX A

SALE OF REAL PROPERTY  
OFFER TO PURCHASE (1 OF 2)  
for 119 E. CHUSKA

TO: City of Aztec  
201 W Chaco  
Aztec, NM 87410

Double D Investments, LLC herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Aztec, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

The following legal description is included to precisely define the property: Lots 9, 10, 11 and 12 in Block 31 of the Original Townsite of Aztec, recorded in Book 1179 / Page 921.

Closing shall be within ninety (90) days of acceptance of this agreement, unless otherwise agreed to by the parties. This sale is subject to approval by the City Commission, and the City reserves the right to reject any and all offers.

**SUBMITTAL:** To ensure proper identification and handling, submit sealed offer in a sealed envelope. This may be hand delivered or mailed, and must be delivered by the date and time due to:

City of Aztec  
RFP 2020-723 Real Property Sale  
201 W Chaco  
Aztec, NM 87410

Timely delivery of the offer shall be the sole responsibility of the Offeror. Late offers, as determined by the date & time received by the City, will not be accepted.

The purchase price for 119 E. Chuska / 119 S. Church, Aztec, NM: \$ 130,000.00

Within five (5) business days after the City's acceptance of the offer, the successful Respondent(s) shall be required to deposit 10% of the accepted offer amount, as earnest money, with San Juan Title Company, Farmington, New Mexico. The earnest money shall be non-refundable.

SALE OF REAL PROPERTY  
OFFER TO PURCHASE (2 OF 2)  
for 119 E. CHUSKA

Double D Investments, LLC

Print or Type Name of Buyer(s)

14 Road 3008 Aztec, NM 87410

Address (Street, City, State and Zip Code)

(505) 486-6689 or (970) 759-4299

Telephone Number

Signature of Buyer(s)

Date

Agent (if applicable)

Address (Street, City, State and Zip Code)

Area Code and Telephone Number

The City of Aztec reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of response submittals. The respondent is required to utilize this form. Signature is required and reflects agreement, by the respondent, to the terms of this document.

SIGNATURE OF BIDDER(S):

SIGNATURE OF BIDDER(S):

APPENDIX B

PROPERTY NARRATIVE  
(1 OF 2)  
PROPOSAL RESPONSE FORM  
for 119 E. CHUSKA

Double D Investments, LLC

Print or Type Name of Buyer(s)

**Proposed Use of Property** (use additional sheets, if necessary):

See attached "Appendix B Responses"

**Proposed Property Improvements** (se additional sheets, if necessary):

See attached "Appendix B Responses"

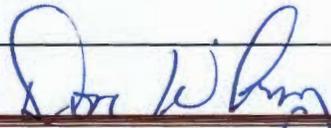
**Timetable for Making Improvements** (use additional sheets, if necessary):

See attached "Appendix B Responses"

**Exceptions to Request for Proposal** (use additional sheets, if necessary) :

See attached "Appendix B Responses"

Signature of Buyer(s)



Date

10/17/2019



10/16/2019

Appendix B Responses

1. **Proposed Use of the Property:**

DDI plans to maintain the lease with the current lessor and attract other business tenant(s) to utilize remaining spaces. Our first priorities would be to increase the space and footprint of the current lessor to occupy the entire first floor of the building, and to attract a second tenant to lease the upstairs space.

2. **Proposed Property Improvements:**

Interior space remodeling as needed to 1) increase the footprint size for the current lessor assuming an expanded lease is successfully negotiated), 2) second story remodeling as needed to according to the needs of any potential additional tenant(s), 3) all improvement required to achieve ADA compliance, and 4) improvements to outside patio area that would improve the current lessor's ability to be successful, possibly including improved entertainment venue and all weather accommodations.

3. **Timetable for Making Improvements:**

Improvements related to ADA compliance will commence upon closing. Other improvements would be driven by successful negotiation of additional or expanded lease terms with the current lessor, and execution of new leases with additional tenant(s). The need for other relatively inexpensive cosmetic improvements, such as patching and painting, will be evaluated and likely completed without the prospect of additional lessors in order to affect general improvement of the property.

4. **Exceptions to Request for Proposal:**

DDI is submitting a response to the RFP with an offer that is less than what the City stated as the minimum required offer. We respectfully believe that it is important that the City understand how DDI determined the valuation of the property and why we have submitted a non-conforming offer. There were a number of issues that were taken into consideration and ultimately led to our offer:

- a. Competing investment opportunities: our offer is very competitive from a return on investment standpoint relative to economic returns offered by other investment opportunities. This also takes into account an optimistic view of future increasing revenue by fully leasing available space.
- b. Incremental closing costs: it is atypical for the buyer to stand the entire cost of closing, which equates to a significant cost which we have to consider as additional cost of the property.
- c. ADA compliance: our offer takes into consideration the estimated cost of the work necessary to become ADA compliant. While we are comfortable accepting that responsibility, we are not comfortable nor believe that it is appropriate for DDI to be responsible for the cost. If the property does not sell, the issues related to ADA compliance falls to the City, which means that the City will either have to pay for those improvements or vacate the building and sacrifice the lease revenue.
- d. Based on our own assessment of property values in the Aztec area and the number of vacant commercial properties, we believe our offer is in line with current market values.

**APPENDIX C**  
**REQUEST FOR PROPOSALS SUBMITTAL FORM**  
**RFP 2020-723 REAL PROPERTY SALE 119 E CHUSKA**  
 Sealed proposals due by **October 17, 2019, 3:00 P.M. MDT**

**1. OFFEROR INFORMATION**

Double D Investments, LLC  
 \_\_\_\_\_  
 COMPANY NAME

14 Road 3008 Aztec, NM 87410  
 \_\_\_\_\_  
 ADDRESS/CITY/STATE/ZIP

If a corporation, state of incorporation: \_\_\_\_\_

New Mexico Tax ID No: 5725780 Federal Tax Id No: \_\_\_\_\_

**2. CONTACT PERSON TO CLARIFY/RESPOND TO INQUIRIES**

David Quintana	(505) 486-6689
Don Wicburg	(970) 759-4299
_____	_____
NAME	TELEPHONE NUMBER
Owners	gdquintana@msn.com dwicburg@hotmail.com
_____	_____
TITLE	EMAIL ADDRESS

**3. PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE ON BEHALF OF THIS OFFER**

David Quintana	(505) 486-6689
Don Wicburg	(970) 759-4299
_____	_____
NAME	TELEPHONE NUMBER
Owners	gdquintana@msn.com dwicburg@hotmail.com
_____	_____
TITLE	EMAIL ADDRESS

**4. PERSON AUTHORIZED TO NEGOTIATE ON BEHALF OF THIS OFFER**

David Quintana	(505) 486-6689
Don Wicburg	(970) 759-4299
_____	_____
NAME	TELEPHONE NUMBER
Owners	gdquintana@msn.com dwicburg@hotmail.com
_____	_____
TITLE	EMAIL ADDRESS

**PROPOSALS, ONE ORIGINAL AND THREE (3) COPIES, MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND TITLE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.**

Sealed proposals will be received until **October 17, 2019, 3:00 P.M. MDT** and then opened at the **City of Aztec Finance Department**. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process. The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Request for Proposal ("RFP"), and that the undersigned Offeror has read and understands the scope and conditions of the RFP.

The undersigned accepts the Conditions Governing the Procurement, as **required** in Section III.

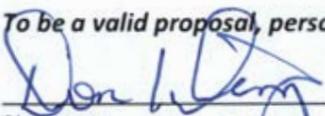
The undersigned concurs that submission of our proposal constitutes acceptance of Section V of this RFP.

The undersigned acknowledges receipt of any and all amendments.

The Respondent further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Respondent certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

The undersigned, in submitting this proposal, represents that Respondent is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

**To be a valid proposal, person authorized to contractually obligate organization must sign:**

  
\_\_\_\_\_  
Signature

OWNERS  
\_\_\_\_\_  
Title

10/17/2019  
\_\_\_\_\_  
Date



10/16/2019

## Appendix D

### Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals. "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS MADE TO: Mayor Victor C. Snover, Mayor-ProTem Rosalyn A. Fry, Commissioner Mark E. Lewis, Commissioner Austin R. Randall, and/or Commissioner Sherri A. Sipe.

Contribution Made By: \_\_\_\_\_  
Relation to Prospective Contractor: \_\_\_\_\_  
Name of Applicable Public Official: \_\_\_\_\_  
Date Contribution(s) Made: \_\_\_\_\_  
Amount(s) of Contribution(s) \_\_\_\_\_  
Nature of Contribution(s) \_\_\_\_\_  
Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)  
—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Don Long  
Signature

10/17/2019  
Date

OWNERS  
Title (Position)

Paul Sipe

10/16/2019

APPENDIX E

DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS \$60,000 OR GREATER

CONFLICT OF INTEREST

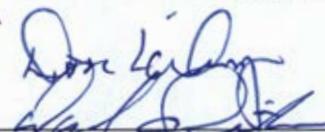
No elected official or employee of the City of Aztec (COA) has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any City elected official or employee, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the COA Purchasing Office in the event of being suspended, debarred or declared ineligible by any entity (federal, state or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature:  Title: OWNERS Date: 10/17/2019  
Names Typed: DON WICBURG Company Name: DOUBLE D INVESTMENTS, LLC  
Address: 14 ROAD 3008 City/State/Zip: AZTEC, NM 87410

# Staff Summary Report

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<b>MEETING DATE:</b>	December 17, 2019
<b>AGENDA ITEM:</b>	IX. BUSINESS ITEMS (B)
<b>AGENDA TITLE:</b>	Intent to Adopt Ordinance 2019-498, An Ordinance Amending Chapter 26, Articles III and IV

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<b>ACTION REQUESTED BY:</b>	City Staff
<b>ACTION REQUESTED:</b>	Intent to Adopt Ordinance 2019-498, An Ordinance Amending Chapter 26, Articles III and IV
<b>SUMMARY BY:</b>	Steven M. Saavedra

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## **PROJECT DESCRIPTION / FACTS**

The Community Development Department seeks to remove Sec. 26-3-172(1) under required improvements for parking lots “Gravel. A layer at least two (2) inches thick of gravel sized from 3/8-inch minimum to one inch maximum diameter, at least 1/2-inch of which shall be maintained on the surface; gravel shall be kept off the right-of-way; or”. Development standards for commercial, industrial, and office parking lots shall follow development requirements currently set forth in Sec. 26-3-172(2). Gravel parking lots are counter to the existing 2002 Comprehensive Plan regarding subdivision standards and existing design standards for subdivisions pursuant Sec. 23-201-6(8). Any existing gravel parking lots are grandfathered and not subject to this amendment unless the existing parking lot expands, changes use, or currently not compliant with existing requirements.

The Community Development Department seeks to amend and clarify parking stall requirements. Pursuant to COA Sec. 26-3-171. Currently, chapter 26 does not provide specifications standards, per the length or width of a parking space. However, Sec. 26-3-171 asserts a minimum number of parking stalls dependent on the classification of use. On average length and width of a parking stall is 9-feet in width and 20-feet in length. Therefore, Community Development is seeking parking stall specifications of 9-feet in width and 20-feet in length.

The Aztec City Commission approved an increase in land use fees on August 28, 2018. Zoning application fees for zone changes, conditional use permits, special use permits, and variances were increased to \$250.00. The new fee schedule is reflected in chapter 16. However, Chapter 26 continues to reflect prior fees. Therefore, the Community Development Department requests an amendment to Chapter 26 to reflect current and actual fees; this is not a request to increase or add any additional fees.

Sec. 26-4-521(3)  
Sec. 26-4-532(3)  
Sec. 26-4-542(4)  
Sec 26-4-552(3)

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<b>SUPPORT DOCUMENTS:</b>	Ordinance 2019-498
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<b>DEPARTMENT’S RECOMMENDED MOTION:</b>	Intent to Adopt Ordinance 2019-498, An Ordinance Amending Chapter 26, Articles III and IV
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**ORDINANCE 2019-498**  
**An Ordinance Amending Chapter 26,**  
**Article III and IV Parking Lots, Parking Stalls, & Community Development Fees**

**WHEREAS,** Due to conflict in development standards, Community Development seeks to remove Sec. 26-3-172(1) under required improvements for parking lots; and

**WHEREAS,** Gravel parking lots are counter to the existing 2002 Comprehensive Plan regarding subdivision standards and existing design standards for subdivisions pursuant Sec. 23-201-6(8). Any existing gravel parking lots are grandfathered and not subject to this amendment unless the existing parking lot expands, changes use, or currently not compliant with existing requirements; and

**WHEREAS,** Due to current ambiguity and lack of specifications standards regarding parking stalls In Chapter 26, Community Development seeks to amend and clarify parking stall requirements; and

**WHEREAS,** Currently, Chapter 26 does not provide specifications standards, per the length or width of a parking space. On average, the length and width of a parking stall is 9-foot in width and 20-feet in length. Therefore, Community Development is seeking parking stall specifications of 9-feet in width and 20-feet in length; and

**WHEREAS,** Due to conflict between Chapter 16 and Chapter 26 regarding fees Community Development seeks to amend and consolidate fees from Chapter 26 to Chapter 16.

**NOW, THEREFORE, BE IT RESOLVED** that the Aztec City Commission seeks to amend Article III and IV within Chapter 26 of the Aztec City Code as attached.

**PASSED, APPROVED, SIGNED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2020, by the Aztec City Commission, City of Aztec, New Mexico.

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

ATTEST:

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

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

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

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## ARTICLE III. SUPPLEMENTARY REGULATIONS

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### DIVISION 5. PARKING AND LOADING AREAS

#### Sec. 26-3-172. Required Improvements for Parking.

A parking lot must comply with the following:

1. The lot must be graded and surfaced with ~~one of the following:~~
  - ~~(1) Gravel. A layer at least two (2) inches thick of gravel sized from 3/8-inch minimum to one-inch maximum diameter, at least 1/2-inch of which shall be maintained on the surface; gravel shall be kept off the right-of-way; or~~
  - (2) *Blacktop or equal.* Two (2) inches hot mix of asphalt concrete on a prime coat over a four-inch compacted subgrade, or a surface of equal or superior performance characteristics.
2. If street curbs and gutters exist adjacent to the parking lot property on a side where lot egress is allowed, the surfacing shall be the second (blacktop) alternative listed above for the width of the egress (drivels) and shall extend inward from the property line a minimum of twenty-five (25) feet along all normal lines of egress traffic flow from the lot.
3. The lot shall have barriers, which prevent vehicles from extending over the sidewalk or abutting lots.
4. A solid wall or fence at least six feet high shall be erected on sides where they are within twenty-one (21) feet of a residential zone, public right-of-way excluded.
5. Ingress or egress shall be designed to discourage parking lot traffic from using local residential streets for more than one hundred fifty (150) feet, unless no reasonable alternative is available.
6. Any lighting shall be arranged so as not to directly illuminate any residential zone, public right-of-way excluded.
7. An engineered drainage study will be necessary to ensure that drainage or flood problems are not created for adjacent areas.  
(Code 2007, 26-172)
8. A parking stall shall be 9-feet in width and 20-feet in length.

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## ARTICLE IV. PROPERTY USE REQUIREMENTS AND EXCEPTIONS

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### DIVISION 2. CHANGE OF DISTRICT

#### Sec. 26-4-521. Process.

1. Application. Application for the amendment of the Official Land Development Map or text of this Chapter shall be to the Municipality (Community Development Department and City Commission). Required documents or information will include:
  - (1) A completed "Application For District Change" form;
  - (2) A recent survey;
  - (3) Legal description or proper street address of the subject property;
  - (4) Reason for the request to change the current district.
2. Publication and Notification. Public notification will be conducted by the Planning Department. Such notification will include all property owners within one hundred (100) feet of the exterior boundaries (excluding public right-of-way).
3. Fees. A non-refundable fee is established in Chapter 16, Section 16-293. ~~of the following will be charged (regardless of whether the application is approved or denied):~~  
  
~~One acre or less: \$50.<sup>00</sup>~~  
~~Greater than one acre: \$50.<sup>00</sup> plus \$5.<sup>00</sup> for each additional acre.~~
4. Approval or Denial. A request for change in any district can be denied by the City Commission based upon, but not limited to, the following circumstances:
  - (1) Failure to provide the proper documentation;
  - (2) Failure to meet the required deadline for public notification;
  - (3) Failure to demonstrate notification through certified mail of adjoining property owners within one hundred (100) feet of the area of proposed change;
  - (4) Presentation of written protest signed by the majority of owners that are within the proposed change or within one hundred (100) feet of the area proposed for change.
  - (5) The City Commission determines that the change could be detrimental to the surrounding area, or may have significant impact on the general health, safety, and/or welfare of property owners in the general area.
  - (6) That the request for change in type of district was not approved by the majority vote of the City Commission.
  - (7) Failure to pay the proper fee.
5. Duration. Once approved, the application of change of district will become part of the Official District Map and Regulation.  
(Ord. 2010-393, eff. 2011-Jan-14; Code 2007, 26-521)

**Secs. 26-4-522 to 26-4-530. Reserved.**

## DIVISION 3. SPECIAL USE

### Sec. 26-4-531. Purpose.

Recognizing that certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a District, certain special uses, when found to be in the special interest of the public health, safety, and general welfare of the city may be permitted by the City Commission through a Special Use Permit.

(Code 2007, 26-531)

### Sec. 26-4-532. Process.

1. Application. Application for a "Special Use" must provide to the Community Development Department the following:
  - (1) A completed "Application for Use Permit" application form;
  - (2) A site plan of the proposed activity showing the following requirements:
    - (a) An outline, with boundary dimensions and total acreage, of the area proposed for conditional use;
    - (b) Existing streets, roads, drainage courses and utility features expected to service the area;
    - (c) Proposed streets, private drives, parking area, and utility feature;
    - (d) Proposed locations of structures;
    - (e) North arrow, scale, and other geographic data. The site plan should be drawn on 8-1/2 by 11-inch paper for reproduction purposes.
  - (3) A legal description or proper street address of the property;
  - (4) A statement as to the proposed use of the buildings, structures and premises;
  - (5) A showing of compliance with any minimum requirements by the City and State governments (fire, licenses, etc.).
2. Publication and Notification. Proper public notification and publication follows the procedures outlined in Section 26-504-2(3).
3. Fees. A non-refundable fee is established in Chapter 16, Section 16-293. ~~of fifty dollars (\$50.00) is required.~~
4. Approval or Denial. The City Commission may grant a Special Use Permit provided that:
  - (1) The public health, safety, and general welfare will not be adversely affected;
  - (2) That adequate off-street parking facilities will be provided; and
  - (3) That necessary safeguards will be provided for the protection of the surrounding property, persons and neighborhood.

The City Commission may, in approving such special use permit, set forth such further reasonable requirements or conditions as are related to or necessitated by the proposed special use.

5. Duration. Whenever it is determined that a use of property for which a special use permit has been approved, but such use is not being conducted within the terms of the special use permit; or that such use has been allowed to accumulate litter or debris, to be a public nuisance, or to attract vagrants, criminals, or public intoxication, or is otherwise detrimental to the public safety or welfare or; before the special use has commenced, and it is determined that such special use is not in the public interest, or the owner of the property has affected petitions for revocation; the special use permit may be revoked by the City Commission.
6. Appeal. The owners shall have the right of appeal to the City Commission if the special use permit is revoked.  
(Code 2007, 26-532)

**Secs. 26-4-533 to 26-4-540. Reserved.**

## DIVISION 4. CONDITIONAL USE

### Sec. 26-4-542. Process.

1. Application. Each application for a "Conditional Use" must provide to the Community Development Department the following:
  - (1) A completed "Application for Use Permit" form;
  - (2) A site plan of the proposed activity showing the following requirements:
    - (a) An outline, with boundary dimensions and total acreage, of the area proposed for conditional use;
    - (b) Existing streets, roads, drainage courses and utility features expected to service the area;
    - (c) Proposed streets, private drives, parking area, and utility feature;
    - (d) Proposed locations of structures;
    - (e) North arrow, scale, and other geographic data. The site plan should be drawn on 8-1/2 by 11-inch paper for reproduction purposes.
  - (3) Verification of ownership or legal interest in the subject property (copy of abstract, title certificate, insurance or contract);
  - (4) Legal description of the property or proper street address;
  - (5) Statement describing the proposed use of the buildings, the structures and the premises;
6. Publication and Notification. Proper public notification and publication follows the procedures outlined in Section 26-504-2(3).
7. Fees. A non-refundable fee ~~of fifty dollars (\$50.00) is required.~~ is established in Chapter 16, Section 16-293.
8. Approval or Denial. No "Conditional Use Permit" shall be approved or granted by the City Commission unless the conditional use:
  - (1) Is necessary for public convenience at the proposed location.
  - (2) Is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.
  - (3) Will not cause substantial injury to the value of other property in the neighborhood of which it is a part; and
  - (4) That in no case will such use change or alter the Land Development district of which it is a part and further, in the event of such use cease to operate, the property occupied by the "conditional use" will revert back to its intended District.

Denial of the "Conditional Use Permit" can occur if:

  - (5) A written protest to the proposed conditional use is signed by the majority of owners of property within one hundred (100) feet; or

(6) The Conditional Use application fails to receive a majority vote of the City Commission.

9. Duration. Every "Conditional Use Permit" is specific to the specified property and property owner. Should the property be sold to a new owner, the "Conditional Use Permit" automatically becomes void and terminates. Regardless of relationship, a "Conditional Use Permit" is not transferable from owner to owner.

[\(Code 2007, 26-542\)](#)

**Secs. 26-4-543 to 26-4-550. Reserved.**

## DIVISION 5. VARIANCE

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

1. Application. Where owning to special conditions a literal enforcement of the provisions of this ordinance would involve practical difficulties or cause unnecessary hardships within the meaning of this ordinance, the City Commission shall have the power upon appeal in specific cases to authorize such variation or modifications of the provisions of this ordinance with such conditions and safeguards as it may determine, so that public safety and welfare is secured and substantial justice done. The application must consist of the following:
  - (1) A completed " Application For Variance" form;
  - (2) A detailed site plan including the following:
    - (a) An outline, with boundary dimensions and total acreage, of the area proposed for the variance;
    - (b) Existing streets, roads, drainage courses and utility features expected to service the area;
    - (c) Proposed streets, private drives, parking area, and utility feature;
    - (d) Proposed locations of structures;
    - (e) North arrow, scale, and other geographic data. The site plan should be drawn on 8-1/2 by 11-inch paper for reproduction purposes.
  - (3) A legal description or proper street address of the subject property;
  - (4) A reason for the request of the variance and statement of hardship delineating how the variance relates to the specific parcel of land, is not a substantial detriment to the public good, and how any deviation would substantially outweigh any detriment caused by the variance.
2. Publication and Notification. All variance requests shall be published as provided for in Section 26-504-2(3) of this code and also the following:
  - (1) A signed petition of approval by a majority of surrounding neighbors within 100 feet is required.
3. Fees. A non-refundable fee ~~of fifty dollars (\$50.<sup>00</sup>) is required.~~ is established in Chapter 16, Section 16-293.
4. Approval or Denial. Approval of a variance shall be granted by the City Commission if the following conditions are met:
  - (1) That the variance will not allow a use other than a use permitted for the district;
  - (2) That under exceptional and extraordinary circumstances having to abide by literal enforcement of the provisions of this ordinance will result in unnecessary hardship;
  - (3) That the circumstances presented were not created by the owner of the property and are not due to or the result of general conditions in the district in which the property is located;

- (4) That the development or use of the property for which the variance is sought, if limited by literal enforcement of the provisions of this ordinance, cannot yield a reasonable return in service, use or income as compared to adjacent conforming property in the same district;
- (5) That the variance will not substantially or permanently injure the appropriate use of adjacent property in the same district and conforming to the designated Land Development district;
- (6) That the variance will not alter the essential character of the Land Development district in which the property is located within and for which the variance is sought;
- (7) That the variance will not weaken the general purposes of this ordinance or the regulations established for the specific district;
- (8) That the variance will not adversely affect the public health, safety or welfare;
- (9) Administration and Fees

5. Duration. Every variance authorized shall not belong to the applicant or owners but shall run with the land and be transferable from owner to owner.  
(Code 2007, 26-552)