A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
January 14, 2020
201 W. Chaco, City Hall
5:15 p.m.

5:15 P.M.

A. FY2020 Mid-Year Budget Adjustments

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

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

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
January 14, 2020
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE

United States Pledge of Allegiance

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

III. ROLL CALL

IV. APPROVAL OF AGENDA ITEMS

V. CONSENT AGENDA

A. Commission Meeting Minutes December 17, 2019
B. Commission Special Meeting Minutes January 7, 2020
C. ITB 2020-727 30' Valmont Deco Poles w/Double Arms
D. Resolution 2020-1168 Authorizing Opening and Closing of Time Certificate of Deposit for City
E. Resolution 2020-1169 Municipal Surplus
F. Aztec Motocross Agreement

Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "items from Consent Agenda"

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. PRESENTATIONS

Aztec Sparkles Lighting Awards

VIII. CITIZENS INPUT (3 Minutes Maximum)

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

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IX. BUSINESS ITEMS

A. Letter of Support for Grant Application for Carbon Capture for San Juan Generating Station
B. Final Adoption of Ordinance 2019-497 Amending Chapter 27, Article II Lodgers Tax
C. Final Adoption of Ordinance 2019-498, An Ordinance Amending Chapter 26, Articles III and IV

X. QUASI JUDICIAL HEARINGS (LAND USE)

A. Zone Change 19-04 From C-2 to O-1 For Property Located At 100 Simonds Rd.
B. Conditional Use Permit to Allow For A Church in a C-1 District, For Property Located at 222 N. Main Ave.

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.

CITY OF AZTEC
COMMISSION MEETING MINUTES
December 17, 2019

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Invocation (led by Judge Gray)
B. United States Pledge of Allegiance (led by Mayor Snover)
C. New Mexico pledge of Allegiance (led by Mayor Snover)

III. ROLL CALL

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

Members Absent: None

Others Present: City Manager Steve Mueller; City Attorney Tyson Gobble; Project Manager Ed Kotyk; City Clerk Karla Sayler (see attendance sheet)

IV. APPROVAL OF AGENDA ITEMS

MOVED by Commissioner Lewis to approve the agenda as given; SECONDED by Mayor Pro-Tem Fry

All Voted Aye: Motion Passed Five To Zero

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

DRAFT

H. Approval of ITB 2019-703 Water Plants 3 & 4 Upgrade Change Order No. 1

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

All voted Aye: Motion passed five to zero

VI. ITEMS REMOVED FROM CONSENT AGENDA

G. RFP 2014-225 SEH (formerly Russell Planning & Engineering) Contract-N. Main Corridor Design

Commissioner Randall asked about the $27,000 for the survey and if this was a new survey. City Manager Steve Mueller explained that this is a new survey that will contain the easements and due to the time span between the original designs it also needs to be updated. Finance Director Kathy Lamb explained that even though the property owners may choose to donate the easements we still need to go through the whole process of surveys on each one and there are 6 total. We have to do this before we can even approach the property owner. This is all money that we received from the 2019 legislature.

MOVED by Commissioner Randall to Approve RFP 2014-225 SHE (formerly Russell Planning & Engineering) Contract N. Main Corridor Design SECONDED by Commissioner Lewis

All Voted Aye: Motion Passed Five To Zero

VII. PRESENTATIONS

A. Employee Recognition

Chief Heal introduced Jerry Blake and mentioned that he had been with the City for 23 years. Chief Heal introduced and thanked his family for supporting Jerry for 23 years. He stated that Jerry will be missed around the department and he thanked him for his service and everything he has done for the Police Department. Commission gave him a standing ovation and thanked him for his service.

Judge Gray recognized his court administrator Theresa Archuleta who has put in 17 years with the City. He stated that Theresa has been instrumental to making positive changes to help the court run smoothly.

B. Aztec Farmers Market

DRAFT

Pauline Pao presented information to the Commission and explained that she requested funds from the City in February. She explained that not all of the money received was spent because of advertising falling through. She would like to keep the money for the 2020 season. She explained the finances in detail. Commission felt that she can just keep the unused funds for the upcoming year.

C. Steamers and Dreamers

Cindy Iacovetto with the Steamers and Dreamers presented the financials for the event in September. She explained that this was created to fund and support the Good Neighbors Campaign. She explained that the event was September 24th and tried to combine with the truck show. She had a low turnout, vendors didn't show up. She explained that she has $2,000 left. She would like to keep it for the Good Neighbors. The Mayor feels like this would be a separate funding request. She will keep the money and get Red Apple Transit settled with payment.

VIII. <u>CITIZENS INPUT (3 Minutes Maximum)</u>

NONE

IX. <u>BUSINESS ITEMS</u>

A. RFP 2020-723 Sale of Real Property

City Manager Steve Mueller mentioned that March 2019 the Commission declared the HUB building as surplus, an appraisal was completed and an RFP was issued. One RFP was submitted and it came in under the appraised value. The RFP was reviewed by committee and their recommendation was to accept the proposal.

MOVED by Commissioner Randall to Approve RFP 2020-723 Sale of Real Property SECONDED by Commissioner Sipe

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

B. Intent to Adopt Ordinance 2019-498 Amending Chapter 26, Article III and IV

Community Development Director Steven Saavedra explained that they want to remove the section on gravel parking lots, he explained that gravel should not be the standard. He explained that this goes against our subdivision requirements in Chapter 23. Gravel tends to end up in the right of ways causing bigger issues. This will also make to the change to define a parking space. There is also a discrepancy between Chapter 16 and 26 and this will just clean that up.

MOVED by Commissioner Sipe to Approve Intent to Adopt Ordinance 2019-498 Amending Chapter 26, Article III & IV SECONDED by Commissioner Randall

DRAFT

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

X. QUASI JUDICIAL HEARINGS (Land Use)

NONE

XI. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS

City Manager Steve Mueller mentioned that he had attended the NMML Managers meeting and also attended the Colorado River Users Association Conference. He will be out of the office the week after Christmas.

City Attorney Tyson Gobble mentioned that he has attended training on the Open Meetings Act and the Public Information Request Act. He has submitted his application to become a member of the NMML.

Commissioner Sipe attended the NWNM Seniors meeting they are still dealing with a lack of funding. EDAB was canceled this month. Thanked staff, citizens and business for the decorations all around town. Christmas party on Friday and candidate filing day coming up.

Commissioner Lewis also attended the San Juan Water Commission and the Colorado River Users Association Conference.

Commissioner Randall also gave staff a shout out for the lights on Main Street and the park.

Mayor Pro-Tem Fry has been participating in interviews for San Juan County Partnership the Director is retiring after 30 years.

Mayor Snover mentioned that this is the 2nd year as Mayor for the Sparkles Parade. Downtown looks amazing.

Steven Saavedra mentioned that in 2020 looking to have the first public meeting for CDBG, he mentioned that he would get dates out at the beginning of the year.

Cindy Iacovetto thanked Employees for their donations to help with the Thanksgiving dinner, they served over 200 people. She thanked Ed Kotyk and his wife and Steve Mueller for helping serve.

Chief Heal mentioned that Santa was here yesterday and it was a great event.

DRAFT

XII. ADJOURNMENT

Mayor Snover moved to adjourn the meeting at 7:15 pm SECONDED by Commissioner Sipe

_____
Mayor, Victor Snover

ATTEST:

_____
Karla Sayler, City Clerk

MINUTES PREPARED BY:

_____
Sherlynn Morgan, Administrative Assistant

DRAFT

CITY OF AZTEC
SPECIAL COMMISSION MEETING MINUTES
January 7, 2020

I. CALL TO ORDER

Mayor Victor Snover called the Meeting to order at 5:30 pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Invocation (led by Commissioner Randall)
B. United States Pledge of Allegiance (led by Mayor Snover)
C. New Mexico pledge of Allegiance (led by Mayor Snover)

III. ROLL CALL

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

Members Absent: NONE

Others Present: City Manager Steve Mueller; City Attorney Tyson Gobble; Project Manager Ed Kotyk; City Clerk Karla Sayler (see attendance sheet)

IV. APPROVAL OF AGENDA ITEMS

MOVED by Commissioner Lewis to Approve the Agenda as given
SECONDED by Commissioner Sipe

All voted Aye: Motion passed five to zero

V. BUSINESS ITEMS

A. Ordinance 2020-499: Sale of Municipal-Owned Real Property at 119 / E. Chuska / 119 S. Church Avenue for the Purchase Price of $130,000

City Manager Steve Mueller explained that this would authorize the sale of the HUB at 119 E. Chuska / 119 S. Church. He said that Commission has approved the RFP for the property and the ordinance is required by State law.

DRAFT

Moved by Commissioner Randall, SECONDED by Mayor Pro-Tem Fry to Approve the Intent to Adopt Ordinance 2020-499, An Ordinance Authorizing the Sale of Certain Municipal Owned Property Commonly Known as 119 E. Chuska Street / 119 S. Church Avenue.

A Roll Call was taken: All Voted Aye: Motion Passed Five to Zero

VI. ADJOURNMENT

Moved by Mayor Snover, SECONDED by Commissioner Sipe to adjourn the meeting at 5:35 p.m.

_____
Mayor, Victor Snover

ATTEST:

_____
Karla Sayler, City Clerk

MINUTES PREPARED BY:

_____
Sherlynn Morgan, Administrative Assistant

DRAFT

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	V. CONSENT AGENDA (C)
AGENDA TITLE:	ITB 2020-727 30' Valmont Deco Poles w/Double Arms
ACTION REQUESTED BY:	Electric Department, Finance Department
ACTION REQUESTED:	Award of ITB 2020-727 30' Valmont Poles w/Double Arms
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS

- The Electric Department maintains an inventory of 30' Valmont light poles to meet the requirements of both maintaining and expansion. The department has identified the need to replenish its 30' Valmont light pole inventory.
- Valmont poles were last bid and ordered in 2016 which included 10 poles. Four bids were received and bid was awarded to Summit Electric.

PROCUREMENT

- Invitation to Bid (ITB) was published on the City website, Vendor Registry, and Bid Room on December 9, 2019. The bid was publically opened on Monday, December 23, 2019.
- Three responsive bids were received.
- Bids have been reviewed and recommendation is to award to low bid, Summit Electric, in the amount of $122,250.00 plus tax. Anticipated delivery is 154 days after order is received.
- Comparison to 2016 bid:

Item	2016 Bid	2019 Bid (Summit Electric))
30' Valmont Deco Poles w/Double Arms	$6,115.00	$8,150.00

FISCAL IMPACTS

- Electric Department inventory purchases do not immediately impact budget. As items are used on projects, the issues are expensed to the appropriate line items reducing available budgets. However, inventory purchases do reduce available cash reserves. This purchase does not significantly impact cash balances available in the City's operating account or overall cash reserves for the Joint Utility system.

SUPPORT DOCUMENTS: ITB 2020-727 Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of ITB 2020-727 30' Valmont Deco Poles w/Double Arms to Summit Electric in the amount of $122,250.00 plus tax.

Bid Tabulation

ITB 2020-727

30' Valmont Deco Poles w/Double Arms

Opened December 23, 2019 2:00 pm

Schedule award date: January 14, 2020

Recommended Award To: SUMMIT ELECTRIC

		Quantity	Unit	SUMMIT ELECTRIC			WESTERN UNITED			STUART C IRBY		
Item	Description			Delivery Time	Each	Total	Delivery Time	Each	Total	Delivery Time	Each	Total
1	30' Valmont Deco Poles W/Double Arms	15	each	154 DAYS	$8,150.00	$122,250.00	140-154 DAYS	$8,350.00	$125,250.00	440 DAYS	$8,487.10	$127,306.50
			each			$0.00			$0.00			$0.00
						$122,250.00			**$125,250.00**			**$127,306.50**
	Total Bid Comparison Including 5% NM State Preference:					$116,137.50			$118,987.50			N/A
	Total Bid Comparison Including 10% Resident Veteran Preference					N/A			N/A			N/A

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	V. CONSENT AGENDA (D)
AGENDA TITLE:	Resolution 2020-1168 Authorizing Opening and Closing of Time Certificate of Deposit for City
ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approve Resolution 2020-1168 Authorizing Opening and Closing of Time Certificates of Deposit for City
SUMMARY BY:	Kris Farmer

PROJECT DESCRIPTION / FACTS

- The banks and independent auditors have asked that formal action be taken to open and close investments.

- The Finance Department solicited all approved depositories (Resolution 2018-1095) for interest rates on Thursday, January 2, 2020, for 12 month certificate of deposit in the amount of $1,000,000.00.

- Rate quotes received

Financial Institution	Term	Rate	Earnings Projection
Citizens Bank	12 months	1.65%	$16,500.00
Vectra Bank	12 months	1.30%	$13,000.00
Four Corners Community Bank	12 months	1.80%**	$18,000.00
Bank of Southwest	No response		
Wells Fargo	No response		
High Desert Credit Union	12 month	1.75%**	$4,375.00
LGIP	30 day net yield	1.643% **	$16,430.00

** Four Corners Community Bank did not verify that they would be able to meet pledge requirements.

** State Local Government Investment Pool (LGIP) 30 day net yield is based on today's (1/8/2020) earnings.

** High Desert Credit Union does not have the ability to meet pledging requirements beyond FDIC insurance which is $250,000.

- The Finance Department recommends retaining the funds locally for a 12 month period and splitting funds $1,000,000.00 each to Citizens and Vectra Banks. Funds are collateralized at 50% of the certificate (LGIP is not collateralized).

PROCUREMENT

- None

FISCAL IMPACTS

- Estimated interest earned at 1.65% for 12 months on $1,000,000.00 is $16,500.00.
- Estimated interest earned at 1.30% for 12 month on $1,000,000.00 is $13,000.00

SUPPORT DOCUMENTS: Resolution 2020-1168

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2020-1168 Authorizing Opening and Closing of Time Certificates of Deposit for City

CITY OF AZTEC
RESOLUTION 2020-1168

AUTHORIZING OPENING AND CLOSING OF TIME CERTIFICATES OF DEPOSIT FOR CITY

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

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

WHEREAS, City of Aztec, New Mexico, Finance department solicited all banks authorized as designated depositories of said City per Resolution 2018-1095, for the term of 12 months; Citizens Bank, Aztec, New Mexico offered an interest rate of 1.65% for 12 months and Vectra Bank, Farmington, New Mexico offered and interest rate of 1.30% for 12 months

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY of the City of Aztec, New Mexico, to open one time certificate of deposit 0235815829 at Citizens Bank, Aztec, New Mexico, in the amount of $1,000,000.00 interest rate of 1.65% for a 12 month period, beginning January 15, 2020, and to close this time certificate of deposit on its maturity date, January 15, 2021, at Citizens Bank, Aztec, New Mexico AND to open one time certificate of deposit 5797405957 at Vectra Bank, Farmington, New Mexico, in the amount of $1,000,000.00 interest rate of 1.30% for a 12 month period, beginning January 15, 2020, and to close this time certificate of deposit on its maturity date, January 15, 2021, at Vectra Bank, Farmington, New Mexico.

PASSED, APPROVED, SIGNED AND ADOPTED this 14th day of January 2020, by the Aztec City Commission, City of Aztec, New Mexico

_____

Mayor Victor C. Snover

ATTEST:

_____

Karla Sayler, City Clerk CMC

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	V. CONSENT AGENDA (E)
AGENDA TITLE:	Resolution 2020-1169 Municipal Surplus
ACTION REQUESTED BY:	Library
ACTION REQUESTED:	Approval of Resolution 2020-1169
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Library has identified city property which no longer provides operational value to the department and requests approval of those items as municipal surplus.
- 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

SUPPORT DOCUMENTS:	Resolution 2020-1169 Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2020-1169 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC
RESOLUTION 2020-1169
January 14, 2020

MUNICIPAL SURPLUS

Department	Item/Model	
Library		Coffee tables (3) Acquisition Date: 06/2006, donated to Aztec Public Library from Farmington Public Library Reason for Surplus: Not Required In Department Condition: Tables are broken and chipped
Library		End tables (2) Acquisition Date: 06/2006, donated to Aztec Public Library from Farmington Public Library Reason for Surplus: Not Required In Department Condition: Tables are broken and chipped
Library		Wooden Framed Fabric Chairs (3) Acquisition Date: 06/2006, donated to Aztec Public Library from Farmington Public Library Reason for Surplus: Not Required In Department Condition: Chairs are worn and require repair

CITY OF AZTEC
RESOLUTION 2020-1169

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 owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and

WHEREAS, the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

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 14th day of January 2020.

_____
VICTOR C. SNOVER, MAYOR

ATTEST:

_____
KARLA SAYLER, CITY CLERK

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	V. CONSENT AGENDA (F)
AGENDA TITLE:	Aztec Motocross Agreement
ACTION REQUESTED BY:	Jeff Blackburn
ACTION REQUESTED:	Approve Agreement
SUMMARY BY:	Jeff Blackburn

PROJECT DESCRIPTION / FACTS

FACTS:

- The agreement will be in place for a three year period, expiring January 1, 2023.
- Upon conclusion of the agreement Staff and AMX representatives will review and decide if a further partnership is acceptable.
- This is a standard agreement (modified) between the City and AMX.
- This agreement has been reviewed by City Attorney.
- AMX LLC. is a local organization with strong ties to the motocross racing community. Over the past year they have brought organized motocross racing events back to the Aztec area. The organization planned and organized eight racing events in 2019. With use of local and social media the Association promoted these events and to provided a needed outlet for local and regional dirt bike hobbyist. All eight events were well attended. These events were advertised, and brought documented hotel users to our area. The Association believes that with continued exposure the events will grow in size. This growth will have a positive impact on the local economy by attracting participants who will need fuel, food, and lodging services.

SUPPORT DOCUMENTS:	Motocross Agreement Supporting Documentation: Certification of Organization AMX LLC., Home & Work telephone numbers & mailing addresses of AMX officer(s), 2020 Racing Schedule, Business License, Mission Statement, Safety Plan, Parking Plan, Proof of Insurance (Quote)

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve AMX, Motocross track operation agreement.

2019 Banquet/Groomed practice

March 7th, 2020

2020 AZTEC MOTOCROSS RACE SCHEDULE

March 14/15	July 11/12
April 18/19	August 8/9
May 30/31	September 19/20
June 13/14	October 17/18

AZTEC MOTOCROSS, LLC

Andrew Gallegos

Cell (505) 787-9608

22 CR 5457, Farmington, NM 87401

BUSINESS LICENSE

CITY OF AZTEC
STATE OF NEW MEXICO **No:2372.1**

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

SERVICE - GENERAL

in the CITY OF AZTEC for the period begining on November 20, 2018

and ending December 31, 2018.

Issued: November 20, 2018

AZTEC MOTOCROSS LLC
1771 NAVAJO DAM RD
AZTEC NM 87410

Mayor

Business License Officer

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

Updated Business License Applied for from Code Compliance. The Association is waiting for issue.

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate of Organization

OF

Aztec Motocross, LLC

5748437

New Mexico

The Office of the Secretary of State certifies that the Articles of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act **53-19-1 to 53-19-74 NMSA 1978**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Organization and attaches hereto a duplicate of the Articles of Organization.

Dated: **September 21, 2018**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

MISSION STATEMENT, SAFETY PLAN, EVENT ORGANIZATION

Mission statement: To operate and maintain a championship series for the Aztec motocross track.
To improve the local track and provide the Four Corners community with additional outdoor activity.

Safety Plan:

Emergency Contact Info: EMT, FIRE, and Police contact info will be posted on the side of the registration trailer. A ranger or security personnel will be at the track for events with over one hundred participants.
EMT Plan: One licensed intermediate medic on site with a helper. We will approach SJCFD to provide volunteers for this, if not we do have some alternatives.
The EMT's will assist with injured riders and advise if they need further medical attention. The first aid supplies well be provided by the EMT and event organizers.
EMT's will be on the top of the track by the top parking lot inside the gate. The EMT will also have a radio along with all the other workers.
Ambulance: Destination area for intercept would be next to the starting gate. A second intercept point will be located on the top of the hill next to the track by the gate.
Helicopter: Landing would be on the highway, fire department would handle this.
Water hauling across Navajo Dam Rd.: Our plan is to try and cross the highway at low traffic times of the day. During busy parts of the day, we will have a spotter. We will also be getting warning signs that say “Trucks crossing” to slow traffic down.

Race weekend outline:

Event schedule: March-October, hopefully hold a race and groomed practice every month. (Subject to change and dates TBD)
Saturday: Groomed practice, usually from 10-3 (TBD)
Registration for the races on Sunday will be on Saturday from (2-5) and Sunday from (6:30-8).
Sunday: Riders meeting at 8:10 on Sunday to explain details and rules for the race day. Practice will start at 8:40 and races would follow practice at 9:30ish for the first motos. Intermission and grooming would take place, then continue the races with the second motos.

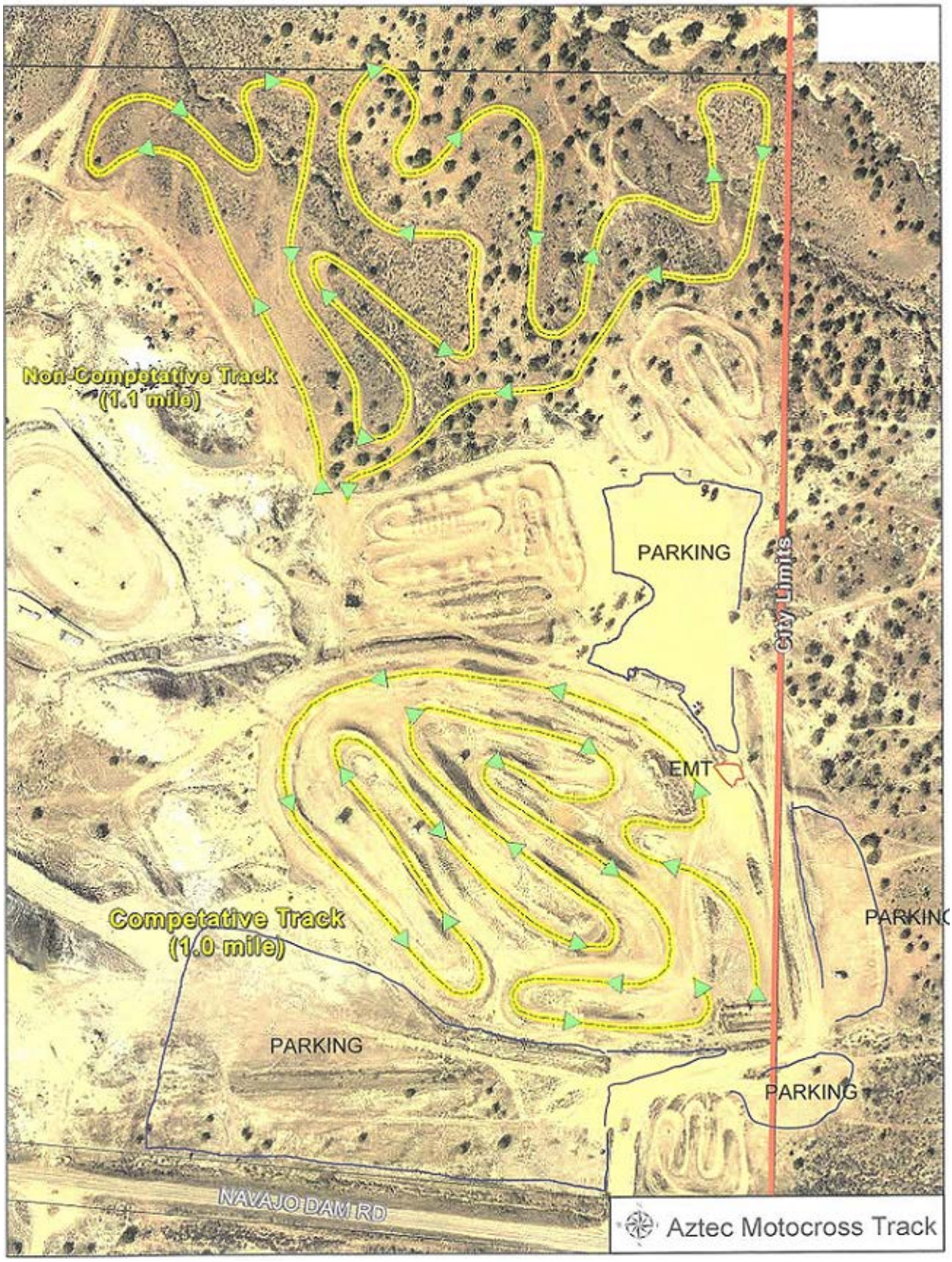
Gate Control: Two people will be at the main gate in the morning collecting entry fees and having the riders/spectators signing a waiver. After the rush in the Morning, there will be one person at the gate all day. There will be only one gate for entrance and exit. Registration will take place in the sign up trailer next to the starting gates.

Maintenance: During events the track will be groomed Thursday or Friday prior to the event. The track would be groomed throughout out the weekend of the race.

Grooming: Grooming consists of ripping, tilling, and watering the track. Water transported from the fire hydrant across the street will be by a water truck.

Concessions: *See agreement.*

Utilities: *See agreement.*


Non-Competative Track
(1.1 mile)
PARKING
City Limits
EMT
Competative Track
(1.0 mile)
PARKING
PARKING
PARKING
NAVAJO DAM RD
Aztec Motocross Track

Safehold
SPECIAL RISK

DATE: January 6, 2020

QUOTE LETTER

THIS QUOTE LETTER IS A SUMMATION OF THE LIMITS, TERM, COVERAGES, AND CONDITIONS ALL OF WHICH ARE SUPERCEDED BY THE ACTUAL POLICY WHEN ISSUED.

Prepared for: Jones Birdsong

Applicant: Aztec Motocross, LLC

Mailing Address: 22 CR 5457, Farmington, NM 87401

Policy Period: 1/15/2020 to 1/15/2021

Thank you for allowing Safehold Special Risk, Inc. the opportunity to provide the attached quote for the above captioned applicant.

The enclosed quote is based on the information contained in your submission and could require that you submit certain specified information to us for approval as a prerequisite to our binding coverage on your client's behalf. It is important to note that the attached terms and conditions could be subject to change or withdrawal, depending on the content of the information that your client provides.

Please be advised that descriptions contained herein are for summary purposes only. The intent of this quote is to provide a highlight of the coverage offered in our insurance program, and is not meant to be all-inclusive. For a detailed description of the terms of the policy, please refer to the policy form and any endorsements indicated. Specimens of all of the policy forms and endorsements are available upon request.

Regards,

Safehold Special Risk, Inc.

Safehold
SPECIAL RISK

Aztec Motocross, LLC

LOCATION OF PREMISES:

1771 Navajo Dam Road, Aztec, NM 87410

GENERAL LIABILITY		**New York Marine and General Insurance Company**
General Aggregate, Per Event		$5,000,000
Products Completed Operations Aggregate		$5,000,000
Each Occurrence Limit		$1,000,000
Personal & Advertising Injury		$1,000,000
Damage to Premises Rented to You Limit		$300,000
Premises Medical Payments		Excluded
Motorsports Participant Liability		$1,000,000
Racing Vehicle Physical Damage Liability in a Restricted Area	**Exclusive!**	$50,000
Exception for Unmanned Aircraft - Drones	**Exclusive!**	Included
Motorsports Errors & Omission – Each Occurrence		$250,000
Non-Ownership Automobile Liability		Not Covered
Rented Auto Liability		Not Covered
Liquor Liability - Each Common Cause		Not Covered
Liquor Liability - Aggregate		Not Covered
Personal and Advertising Injury - Motor Racing Events		$100,000

PARTICIPANT ACCIDENT		**CHUBB /ACE American Insurance Company**
Accidental Death		Not Covered
Accidental Dismemberment		Not Covered
Excess Medical		Not Covered
Total Disability: Weekly Indemnity	Not Covered	
Deductible		N/A

Ambulance Transportation – Ground Transportation from accident site to nearest suitable hospital, limited to reasonable charges

Covered Activities: - This policy covers each insured during the policy period while he or she is participating in an activity or racing event promoted, sponsored or sanctioned by the participating organization listed above.

Eligible Person(s): - All Participants while participating in covered activities, covered or promoted, sponsored or sanctioned by the participating organization.

EXCESS LIABILITY	**New York Marine and General Insurance Company**
Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000
Other:	N/A
Follow Form: General Liability	

ALL "EVENTS" MUST BE REPORTED TO THE COMPANY. Premium is based on the schedule of "events" provided by your submission as of inception of coverage. Your Applicant will be subject to additional premium if we determine that any events have not been reported or have been reported at incorrect rates.

CERTIFICATES OF INSURANCE: You have authority to issue certificates, subject to policy terms, conditions, exclusions and limitations. Certificates including additional insureds may result in additional premium.

NOTE: Descriptions above are for summary purposes only. For a detailed description of the terms of the policy, please refer to the policy form and any endorsements indicated. Specimens of all of the below policy forms and endorsements are available upon request. Please note that this quote contains only a general description of coverage provided.

Products and services are offered through Safehold Special Risk, Inc. This is a coverage proposal, not a legal contract. Please refer to actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Upon request, specimen copies of all policies are available for review prior to the binding of coverage. Higher limits and additional coverage may be available.

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NOTE: This quote is valid for 45 days from the date of issuance or the effective date, whichever is earliest and is strictly conditioned upon no material change in the risk occurring between the date of this letter and the inception date of the proposed policy. We recommend that you submit the requested information to us immediately, so that we may complete the underwriting process. ***Coverages and limits quoted may differ from those requested in the application. Please review your quote carefully for any corrections / changes or differences in coverages quoted compared to those requested.***

Aztec Motocross, LLC

PROPOSED TERM: **1/15/2020** to **1/15/2021**

Quote is subject to receipt of the following: Data Compromise and Identity Recovery Coverage and Employment Practices Liability Coverage is Automatically Included at the Basic Limits and Premiums below unless election to Opt-Out and decline to purchase coverages. **OPT-OUT** ☐

COVERAGE AND PREMIUM RECAP

COVERAGE	ACCEPT		PREMIUM
Commercial General Liability Coverage	☐	$	6,570.00
Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) (OPTIONAL):	☐	$	33.00
*Data Compromise And Identity Recovery Coverage (OPTIONAL):	☐	$	122.00
*Employment Practices Liability Coverage (OPTIONAL):	☐	$	77.00
Total Taxes, Surcharges and Fees:			N/A
Commission			
Participant Accident Coverage	☐		Not Covered
Commission			*N/A*
Commercial Excess Liability Coverage	☐	$	1,500.00
Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) (OPTIONAL):	☐	$	1,515.00
Total Taxes, Surcharges and Fees:			N/A
Commission			

Classifications	Exposure/Premium	GL Event Rate	PA Event Rate
MOTOCROSS EVENTS	8	$630	N/A
MOTOCROSS EVENTS- ADDITIONAL DAYS	0	$315	N/A
MOTOCROSS PRACTICES	10	$128	N/A
Flat Premium Charges, if any			
Blanket Additional Insured	$250		
Liquor Liability	$0		

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Safeh
SPECIAL

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT FFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of $48.00
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant'sSignature

Insurance Company

Print Name

Policy Number

Date

Safehold
SPECIAL RISK

DATA COMPROMISE AND IDENTITY RECOVERY COVERAGE

Opt-out coverage

Data Compromise and Identity Recovery Coverage is Automatically Included at the Basic Limits and Premiums below unless Insured chooses to Opt-Out and declines to purchase coverage for Data Compromise and Identity Recovery Coverage.

Automatic Basic Coverage, Limits, and Premium:

***Limit applies separately to the Response Expense and the Defense & Liability coverages**

Response Expense and Defense & Liability Coverage Premiums (Not Available in New York)								
Annual Aggregate Limit*	Named Malicious Code Sublimit	Forensic IT Review / Legal Review / PR Services Sublimits	Deductible	Premium	Identity Recovery Limit	Identity Recovery Premium	Identity Recovery Deductible	Total Annual Premium
$50,000	$50,000	$5,000/$5,000	$2,500	$108	$15,000	$14	$250	$122

Additional Limit options are available upon request.

Coverage Description:

Data Compromise Coverage

A suite of coverages and services that enables an insured to respond effectively when personal information of customers, clients, vendors or employees that is held by the insured has been lost, stolen or inadvertently published.

Data Compromise coverage is comprised of two sectional coverages:

> First party coverage (Response Expenses Coverage) enables an insured business suffering a breach of personal information to respond to various statutory requirements by providing a professional suite of services to the "affected individuals" – those whose personal information may have been compromised. Coverage includes expenses associated with notification of "affected individuals", and services to those individuals including information packages, credit monitoring, identity restoration case management, and a toll-free helpline. Sublimited coverage is included in the first party coverage for legal review, forensic IT review, and public relations services.

Identity Recovery Coverage

A combination of support service and expense reimbursement. Pays for out-of-pocket expenses such as legal, mailing, notary and filing fees, credit bureau reports, lost wages and other expenses incurred toward identity recovery (does not cover monies stolen or fraudulently charged to the insured). Services includes a toll-free helpline and case management support that reduces the time burden on the insured identity theft victim.

Who is an insured? Depending on type of entity, the "Identity Recovery Insured" would be the sole proprietor, partner, individuals with 20% or more ownership, or CEO.

Data Compromise (DC) And Identity Recovery (IDR) Coverage Forms:

The forms list below are in addition to State mandated forms that will be made part of the policy when issued.

IL 3014 0914	Data Compromise Coverage

NOTE: This quote is valid for 45 days from the date of issuance or the effective date, whichever is earliest and is strictly conditioned upon no material change in the risk occurring between the date of this letter and the inception date of the proposed policy. We recommend that you submit the requested information to us immediately, so that we may complete the underwriting process. ***Coverages and limits quoted may differ from those requested in the application. Please review your quote carefully for any corrections / changes or differences in coverages quoted compared to those requested.***

Aztec Motocross, LLC

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Total Taxes, Surcharges and Fees:			N/A
Commission			
Participant Accident Coverage	☐		Not Covered
Commission			*N/A*
Commercial Excess Liability Coverage	☐	$	1,500.00
Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) (OPTIONAL):	☐	$	1,515.00
Total Taxes, Surcharges and Fees:			N/A
Commission			

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	Flat Premium Charges, if any		
Blanket Additional Insured	$250		
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A.M. BEST RATING & ANALYSIS

A.M. Best rating	Rating Agency Assessment	A.M. Best financial size category	Adjusted policyholder surplus (in millions)
New York Marine & General Insurance	A- Excellent	IX	($250 Million to $500 Million)
Financial size ratings: A.M. Best also assigns categories to insurance companies to indicate levels of statutory surplus and related funds.			

Commercial General Liability Forms List:

The forms listed below are in addition to State mandated and Terrorism required forms that will be made part of the policy when issued. Refer to your policy for applicable forms

CG DS 01	Commercial General Liability Declarations
CG 00 01	Commercial General Liability Coverage Form
CG 20 26	Additional Insured – Designated Person or Organization - ***Racing vehicle owners, racing vehicle drivers, and racing vehicle crew members*** ****Persons or Organizations (Other than Drivers, Crew Members, Racing Vehicle Owners, Sponsors, Volunteers, or Managers or Lessors of Premises) if required by contract.*** ****Any Person or Organization Sponsoring your activities or events*** ****Any Person or Organization Sponsoring Racing Vehicles or Sponsoring Racing Vehicle Drivers.***
CG 20 34	Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You
CG 20 11	Additional Insured - Managers or Lessors of Premises - As Required By Written Contract
CG 21 06	Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – With Limited Bodily Injury Exception
CG 21 44	Limitation of Coverage to Designated Premises or Project ***Motorsports racing events and activities and operations necessary or incidental to the motorsports racing events and activities***
CG 21 47	Employment-Related Practices Exclusion
CG 21 35	Exclusion - Coverage C - Medical Payments - All Premises and Classifications
CG 21 55	Total Pollution Exclusion With A Hostile Fire Exception
CG 21 67	Fungi or Bacteria Exclusion
CG 21 96	Silica or Silica-Related Dust Exclusion
GL 0223	Asbestos Exclusion
GL 0235	Lead Exclusion
GL 0008	Amendment of Employment Definition (Temporary Employee)
GL 0463	Incidental Medical Malpractice Liability
GL 0465	Motorsports Errors And Omissions Liability Coverage
GL 0025	Exclusion – Communicable Diseases
GL 0029	Exclusion - Designated Activities - Pyrotechnic or Fireworks ***Any pyrotechnic or fireworks display unless specifically endorsed hereon, unless performed by a licensed independent contractor, or unless such display occurs solely in connection with starting or closing ceremonies or at the conclusion of racing events.***
GL 0369	Amendment Of Aircraft Exclusion - Unmanned Aircraft - ***Any unmanned aircraft that is not owned or operated by you, your employee, temporary or volunteer worker***
GL 0040	General Aggregate Limit – Per Operation, Designated Event, or Premises
GL 0041	Knowledge of Occurrence
GL 0461	Event Reporting and Earned Premium
GL 0462	Exclusion - Designated Activities-Operations With Exceptions • Amusement Devices whether owned or operated. • Concerts, but only if a separate admission charge is made • Drifting events or exhibitions • Explosions – displays of simulated or real explosions or any similar such stunts • Fighting Events, including boxing, cage fights, martial arts, wrestling • Helicopter Rides Or Activities • Jet Powered vehicles, except those that meet NHRA or IHRA technical regulations and do not carry passengers • Monster Truck Event Or Monster Truck Exhibitions

A.M. BEST RATING & ANALYSIS

A.M. Best rating	Rating Agency Assessment	A.M. Best financial size category	Adjusted policyholder surplus (in millions)
New York Marine & General Insurance	A- Excellent	IX	($250 Million to $500 Million)
Financial size ratings: A.M. Best also assigns categories to insurance companies to indicate levels of statutory surplus and related funds.			

Excess Liability Forms List:

The forms list below are in addition to State mandated and Terrorism required forms that will be made part of the policy when issued.

IL DS 00	Common Policy Declarations
IL 0001	Signature Page
IL 00 17	Common Policy Conditions
IL 09 85	Disclosure Pursuant to Terrorism Risk Insurance Act
CX 21 01	Nuclear Energy Liability Exclusion Endorsement
CX 21 13	Exclusion - Fungi or Bacteria
CX 21 31	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism ***(If Terrorism Accepted)***
CX 21 32	Exclusion of Certified Acts of Nuclear, Biological or Chemical Acts (Relating to Disposition of Federal Terrorism Risk Insurance Act) ***(If Terrorism Accepted)***
CX 21 35	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States ***(If Terrorism Rejected)***
CX 21 36	Exclusion of Punitive Damages Related to a Certified Act of Terrorism ***(If Terrorism Accepted)***
EC DS 01	Commercial Excess Liability Declarations
EC DS01S	Schedule of Underlying Insurance
EX 0002	Commercial Excess Liability Coverage Form
EX 0008	Exclusion – Organic Pathogen, Mold or Fungus
EX 0012	Exclusion – Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
EX 0020	Exclusion – Lead
EX 0045	Exclusion – Access or Disclosure of Confidential Personal Information

AGREEMENT
AMX, LLC
(AZTEC MOTOCROSS)

THIS AGREEMENT, made and entered into this day January 14, 2020 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and AZTEC MOTOCROSS, (AMX), party of the second part, hereinafter referred to as the ASSOCIATION, pertaining to operation of the Aztec Motocross Track 1771 Navajo Dam Road, Aztec New Mexico.

SECTION 1: Association Responsibilities.

1. The Association shall provide: business plan; business license; articles of organization.

2. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof and will deposit with the City Clerk and Park's Director annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than Two Million ($2,000,000) combined single limit. The certificate of liability and the exclusion page of the insurance policy must be included, and the City of Aztec must be named as an additional insured on the policy. No cancelation of the policy of insurance is valid as to the City without the City being given 30 days notice. City also requires the right to speak with the insurance carrier for policy review if deemed necessary.

3. The association will provide a designated First Aid area, EMT services for each organized event over 100 people, and submit a master plan for emergency services.

4. In addition the association will submit a master plan for traffic control to be reviewed and signed off by the Aztec Police Department.

5. The Association will provide to the Parks and Recreation Director:
   1) Prior to the start of the contract a list of all officers, home and work telephone numbers and mailing addresses;
   2) Provide event schedule prior to the start of the season, and in the course season as new events are organized
   3) The City retains the right to grant approval to any events scheduled.

6. The Association agrees to keep the premises in a manner that will conform to all environmental and health regulations, including concession stand and restrooms at their own expense. The Association shall do such spraying, cleaning or other acts as required to keep the premises free of flies, rodents, trash, noxious odors and conditions. This includes cleanup of all litter and debris in and around the designated areas after track usage.

7. All concessions sold require an Aztec business license, and shall have the approval and proper permits from the New Mexico Environment Department, a copy shall be provided to the City annually. *No alcohol sales* without prior Aztec Police approval, and all NM State rules and licensing are adhered too.

8. The Association shall assume responsibility for the following:
   1) Cost of utilities: electric; water; regular pick-up and empting of solid waste dumpster(s). (Water use at the track *may be* subject to special conditions. i.e. drought restrictions; interruption do to line capacity; water line maintenance, etc..)

   2) *All* maintenance for the track including, damage from daily riders, weather, and all organized events.

   3) Maintain all facilities for the duration of the contract including, but not limited to the following:
      a. Weeds within the facility;
      b. Bleachers;
      c. Fencing;
      d. Starting gate;
      e. Emptying of trash cans/barrels into provided solid waste dumpster.

9. The overall appearance of the designated property must be kept orderly and present a clean consistent look from the public right-of-way (Navajo Dam Road).

SECTION 2: City Responsibilities.

1. Provide to the Association the exclusive use of the facilities during the duration of this agreement.

2. The City will refer all inquiries to the Association, from all *other parties* who want use of the track for an *organized* event.

SECTION 3: Term of Agreement.

1. The agreement is for one (3) years to become effective January 14, 2020, and shall expire January 1, 2023. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

City of Aztec	AMX, LLC
201 W. Chaco	22 RD 5457
Aztec, NM 87410	Farmington, NM 87410

SECTION 4: Consideration.

1. Consideration paid by AMX, LLC, to the City of Aztec shall be equal to or greater than the price of renting the subject property and shall include payment of utility costs, water and garbage services, track grooming, grounds maintenance, agreed upon security during events, and other valuable consideration. The terms of payment shall be revisited at the discretion of the City Staff upon their annual review.

SECTION 5: Inspections and Reviews.

1. Annually, on the anniversary of signing, the representatives of the City and Association will do a review to:
    1) Inspect and document the conditions of the facilities and designated areas of use;
    2) Determine maintenance requirements;
    3) Identify needs;
    4) Determine funding requirements of each party.

2. At the conclusion of this agreement, the representatives of the City and Association will do a review to:
    1) Inspect and document the conditions of the facilities and designated areas of use.
    2) Make arrangements for areas to be turned back to the City.
    3) After the conclusion of the contract, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume responsibility of the designated areas. All cleaning or maintenance after this date shall become the responsibility of the City.

SECTION 6: Facility Improvements or Repairs.

1. The Association shall make no permanent alteration, addition or improvement to the premises without prior written consent of the City of Aztec.

2. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit requests by e-mail. One copy to the Parks and Recreation Director, and one copy to stay with the Association. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape or grounds before work may proceed.

3. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

SECTION 7: Incurred Expenses.

The Association shall pay for upkeep expenses used upon the facilities and/or premises. In addition, the Association further agrees that it will not cause or permit any

lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.
The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

SECTION 9: Termination of Agreement.
This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provide said breach has not been corrected within ten (10) days of receiving notice of said breach.

SECTION 10: Severability.

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.

2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.

3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.

CITY OF AZTEC	AZTEC MOTOCROSS
Victor Snover, Mayor City of Aztec	Andrew Gallegos, President
ATTESTED	CONTENT REVIEW
City Clerk, Karla Sayler	City Attorney, Tyson Gobble ESQ

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	IX. Business Item (A)
AGENDA TITLE:	Consideration of Letter of Support for CarbonSAFE grant application
ACTION REQUESTED BY:	New Mexico Tech University and Enchant Energy
ACTION REQUESTED:	Letter of Support for CarbonSAFE grant application
SUMMARY BY:	City Manager

PROJECT DESCRIPTION / FACTS

New Mexico Tech University and Enchant Energy are planning to be co-applicants on a US Department of Energy grant application under the Carbon Safe program. The grant is to support the geological research and test well drilling to evaluate a site in New Mexico for permanently storing captured CO2 in a non-oil bearing sub-surface geological strata. While Enchant Energy plans envision shipping the captured CO2 to an oil producer in the Permian Basin by way of the Cortez pipeline, Enchant believes it is important to have access to a non oil and gas related carbon sequestration storage site. Ultimately this grant would lay the technical groundwork necessary to see a CO2 disposal well developed in San Juan County.

SUPPORT DOCUMENTS:

- Letter of Support for CarbonSAFE grant application
- Department of Energy Funding Opportunity Announcement (DE-FOA-0001999)

DEPARTMENT'S RECOMMENDED MOTION:
Move to approve Letter of Support for CarbonSAFE grant application

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry

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

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

January 14, 2020

To Whom It May Concern:

The city of Aztec, NM offers its enthusiastic support of the project described in the proposal "San Juan Basin CarbonSAFE Phase III: Ensuring Safe Subsurface Storage of CO_2 in Saline Reservoirs" offered in response to the DOE Funding Opportunity DE-DOA-0001999. The proposal seeks to characterize the gas storage potential of deep saline aquifers near the San Juan Generating Station (SJGS) with a goal of injecting and securely storing CO_2 captured from SJGS. Capture and storage of CO_2 would be an important part of the overall strategy to reduce carbon emissions in compliance with state regulations, critical to keeping SJGS and the San Juan Coal Mine in operation. The area of investigation in this study has many advantages – the power station and mine are in close proximity, the geology appears to be favorable for storage, and the local community is generally supportive of efforts to not only keep generating power for New Mexico, but to ensure that the processes generating that power are cleaner than ever before.

The significance of the San Juan Generating Station cannot be understated. The power station/mine complex is a significant driver of the economy of San Juan County and the larger Four Corners area. The SJGS complex provides nearly 500 jobs and over 90% of the employees of the combined operations live in San Juan County. About 40% of the workforce is Navajo. The average salary is $86,000/year, an excellent salary for this rural area and well over the county median of $48,624. In addition to the 500 direct jobs, the complex has indirect effects on an estimated 5000 county residents, including the many Native Americans who live in this area.

The SJGS complex is the largest piece of assessed property in San Juan County and provides the largest source of tax-backed school bond money for the county – up to 10% of total property taxes. Estimates are that closure could reduce revenue for local jurisdictions including the County, San Juan Community College, local area schools in Farmington and Bloomfield, as well as the central consolidated school district by an average of 3%. In this rural area where unemployment is still higher than the national average, this loss could be devastating. One study estimates the annual loss of earnings at over $100 million, and loss of taxes annually approaching $50 million. Closure of SJGS would severely impact San Juan County through the loss of jobs, tax revenue, and employment opportunities for hundreds to thousands of its citizens. Among the many direct and indirect impacts would be the loss of up to $165,000 in student funding for the Aztec School District.

For these and many other reasons, the city of Aztec strongly supports the efforts of Enchant Energy to retrofit the SJGS and of this proposal from New Mexico Tech and Enchant Energy to investigate and develop CO_2 storage as part of the plant's operating strategy going forward.

Respectfully,

Victor Snover
Mayor
City of Aztec, NM

FINANCIAL ASSISTANCE
FUNDING OPPORTUNITY ANNOUNCEMENT

Department of Energy (DOE)
Office of Fossil Energy (FE)

Carbon Storage Assurance Facility Enterprise (CarbonSAFE): Site Characterization and CO_2 Capture Assessment

Funding Opportunity Announcement (FOA) Number: DE-FOA-0001999
FOA Type: Initial
CFDA Number: 81.089

FOA Issue Date:	**September 11, 2019**
Submission Deadline for Full Applications:	**January 15, 2020/11:59:59 PM ET**
Expected Date for Selection Notifications:	**April 2020**
Expected Date for Award:	**June 2020**

Registration Requirements

There are several one-time actions you must complete to submit an application in response to this Announcement (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the System for Award Management (SAM), register with Grants.gov, and register in FedConnect.net to submit questions). Applicants who are not registered with SAM and Grants.gov, should allow at least 44 days to complete these requirements. It is suggested that the process be started as soon as possible.

- **DUNS** - Applicants must obtain a DUNS number (including the plus 4 extension, if applicable) from Dun and Bradstreet (D&B). DUNS website: http://fedgov.dnb.com/webform.

NOTE: Subawardees/subrecipients at all tiers must also obtain DUNS numbers and provide the DUNS to the Prime Recipient before the subaward can be issued.

- **SAM** - Applicants must register with SAM at http://www.sam.gov/ prior to submitting an application in response to this FOA. NOTE: Designating an Electronic Business Point of Contact (EBiz POC) and obtaining a special password called an MPIN are important steps in SAM registration. Failure to register with SAM will prevent your organization from applying through Grants.gov. **Your SAM registration must be updated annually.** More information about SAM registration for applicants is found at: https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations_v1.7.pdf.

- **Grants.gov** - Applicants must register with Grants.gov and set up your WorkSpace. You cannot submit an application through Grants.gov unless you are registered. Please read the registration requirements carefully and start the process immediately.

  1) The Authorized Organizational Representative (AOR) must register at: https://apply07.grants.gov/apply/OrcRegister
  2) An email is sent to the E-Business (E-Biz) POC listed in SAM. The E-Biz POC must approve the AOR registration using their MPIN from their SAM registration.

  More information about the registration steps for Grants.gov is provided at: https://www.grants.gov/web/grants/applicants/registration.html

  In addition:

  - Add a Profile to a Grants.gov Account: A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the DUNS field while adding a profile. For more detailed instructions about creating a profile on

Grants.gov, refer to:
https://www.grants.gov/web/grants/applicants/registration/add-profile.html

- *EBiz POC Authorized Profile Roles*: After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

  NOTE: When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize people who are able to make legally binding commitments on behalf of the organization as a user with the AOR role; **this step is often missed and it is crucial for valid and timely submissions.**

  For more detailed instructions about creating a profile on Grants.gov, refer to:
  https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html

  To track your role request, refer to:
  https://www.grants.gov/web/grants/applicants/registration/track-role-status.html

Questions relating to the **registration process**, **system requirements, or how an application form works** must be directed to Grants.gov at 1-800-518-4726 or **support@grants.gov**.

- **FedConnect.net -** Applicants must register with FedConnect to submit questions. FedConnect website: www.fedconnect.net.

See Section IV for Application and Submission Information (including how to create a WorkSpace).

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I. Funding Opportunity Description

A. Authorizing Statutes

The programmatic authorizing statutes are Public Law 95-91, the DOE Organization Act and Public Law 109-58, Energy Policy Act 2005 (EPAct 2005).

Awards made under this announcement will fall under the purview of 2 CFR Part 200 as amended by 2 CFR Part 910.

B. Background/Description

Demand for low-carbon energy sources is growing and will continue to grow in the foreseeable future. Carbon Capture, Utilization and Storage (CCUS) is becoming widely accepted as a viable and necessary option for fossil-based energy sources, such as coal- or gas-fired power plants and other industrial sources to lower their carbon dioxide (CO_2) emissions. Significant advancements have been made in CCUS technologies in recent years. Much of this experience is based on laboratory, pilot, and large-scale field projects that have validated key concepts and technologies.

In order to achieve wide adoption of CCUS, it is now imperative that we build upon these learnings to test, mature and prove CCUS technologies at commercial-scale.

For CarbonSAFE, storage complexes should be characterized to ensure they are capable of safely and efficiently storing a minimum of 50 million metric tons of CO_2 within a 30 year period. For the purposes of this FOA, a storage complex consists of: (1) one or more storage reservoirs, with permeability and porosity that allow injection and storage of CO_2; and (2) one or more low-permeability seals, which enclose the reservoir(s) and serve as barriers to migration of CO_2 out of the reservoir. Project sites include both the surface footprint and subsurface storage complex over the entire volume of subsurface impacted by the injection. Project site(s) could potentially need to be monitored for several decades throughout the project's injection and post-injection time frames.

There is an R&D need for understanding how to safely, efficiently and cost-effectively characterize and permit project site(s) within a greater storage complex at the commercial-scale throughout the US. The CarbonSAFE Initiative was launched in 2016 to fulfill this need.

The CarbonSAFE Initiative's sequential phases of development, as initially conceived in 2016, are: Phase I – Integrated CCS Pre-Feasibility, Phase II – Storage Complex Feasibility, Phase III – Site Characterization, and Phase IV – Permitting and Site Construction. FOAs DE-FOA-0001584 (Phase I) and DE-FOA-0001450 (Phase II) were

released in 2016 resulting in the award of 13 Phase I projects and 6 Phase II projects. While CarbonSAFE is intended to progress as outlined above, each phase of development and the number of projects selected are dependent on availability of funding. This FOA focuses specifically on Phase III of the CarbonSAFE effort, Site Characterization and Permitting. Permitting for construction of the injection wells was moved from Phase IV to Phase III and included in this FOA.

Phase III will require the acquisition, analysis and development of information to fully characterize a storage complex to demonstrate storage resources for commercial volumes of CO_2 (a minimum of 50 million metric tons of CO_2 within a 30 year period). Phase III will also require the identification of a storage site(s) within the storage complex, as well as the preparation and submission of an Underground Injection Control (UIC) Class VI permit to construct for each proposed injection well at the site(s). The number of injection well(s) should be based on geologic evaluation. Once the UIC Class VI permit(s) to construct are submitted, additional activities will include working with the regulators to satisfy their requirements until construction authorization is granted. Finally, this phase will address pore/surface rights as needed, rights of way as needed, all other permitting processes and requirements (including National Environmental Policy Act (NEPA) determination and issuance), liability relief, and finance agreements in support of the business model for eventual commercial operations.

Eligibility to apply to this FOA is <u>not</u> limited to projects awarded under DE-FOA-0001584 or DE-FOA-0001450. However, all applicants must provide evidence of a well-developed storage complex feasibility evaluation supporting high potential for commercial storage, as well as evidence of a suitable CO_2 source(s) that will utilize the storage. Appendix G – Criteria to Determine the Integrated Project State of Development, provides guidance on the information that must be submitted with the application to this FOA such that a determination can be made by DOE of the proposed project's level of readiness.

The specific CO_2 source(s) for the proposed saline storage should be identified in the application, and include source analyses such as but not limited to chemical composition of the gas, pressure, temperature, rate of delivery, reliability, etc. Applicants should include commitment letters from the CO_2 source providers and discuss the specific business case associated with each. Applicants must also discuss the type of capture treatment that a specific gas stream might need including but not limited to applicability of pretreatment, percent capture, dehydration and/or compression conditions. If a proposed source is already concentrated and doesn't require a capture technology, information should be included regarding quantity and purity of carbon dioxide and any requirements for dehydration and/or compression.

The source(s) must be able to provide a minimum of 50 million metric tons of anthropogenic CO_2 within a 30 year period. Emissions from all anthropogenic CO_2 sources (e.g., coal-, gas-fired power plants, industrial) may be used to meet this quantity.

In addition to characterizing the proposed storage complex, the application should detail the plans to perform an assessment of the carbon capture technology requirements for the sources of CO_2 for the proposed storage complex. The assessment must include: 1) identification of potential source(s), and 2) identification of the CO_2 capture and/or purification technology(ies) recommended for each source, and 3) provision of a pre-feasibility study of the recommended capture/purification system(s) including but not limited to capital expenditures (CAPEX), operational expenditures (OPEX), process flow diagrams, and material and energy balances.

The proposed capture technology(ies) to be included in the assessment must have attained a minimum Technology Readiness Level of 6 such that enough cost and performance data is available to support an adequate pre-feasibility study. Technologies must also have completed testing on actual flue gas from a coal and/or gas-fueled power plant or industrial plant sufficient to develop reasonable cost and performance metrics for the proposed sources. However, the proposed capture technology(ies) does not need to have been tested on all types of emissions (i.e., power, cement, ammonia etc.) to include that source in the CO_2 capture assessment. The selection of a carbon capture technology provider will be done as a separate Task in the scope of the proposed project.

C. Objectives

The overall objective of this FOA is to accelerate wide-scale deployment of CCUS by assessing and verifying safe and cost-effective commercial-scale storage sites for anthropogenic CO_2 emissions, and assessing the technical and economic viability of carbon capture and/or purification technologies for sources that will supply CO_2 to storage sites.

Projects selected under this FOA shall perform the following key activities:

Site Characterization of a Commercial-scale CO_2 Storage Site
Complete a detailed characterization of a storage complex that has the potential to securely store a minimum of 50 million metric tons of captured CO_2 within a 30-year period, including the identification of the commercial sources of the anthropogenic CO_2. Characterization should build upon already completed field activities documented in the Applicant's response to Appendix G – Criteria to Determine the Integrated Project State of Development.

Applications should include a map of the proposed storage site(s) within the storage complex and descriptions of the owner(s) of the land surface, subsurface spore space, and mineral rights. If obtainable, the application should include commitment letters from landowners for site access and provide full disclosure of known land-use concerns (such as cultural, wildlife, or natural resources).

The storage complex should represent a significant storage opportunity with appropriate subsurface characteristics, such as storage reservoirs and regionally extensive seals, to protect against adverse environmental impacts, such as but not limited to, impacts on underground sources of drinking water (USDW), as defined by the United States Environmental Protection Agency. For a scenario that includes stacked storage within a storage complex, adequate storage resource using multiple storage reservoirs should not impose risk to the integrity of the laterally extensive seal.

Successful applicants to this FOA will perform commercial-scale site characterization of a proposed storage site(s) and develop comprehensive datasets of formation characteristics (such as porosity, permeability, injectivity, mineralogy, fluid composition, in-situ stress state, geochemical conditions, stratigraphy, cap rock integrity, etc.). This site-specific data will be used as input for the preparation and approval process of the Class VI permit(s).

A successful applicant should identify and evaluate existing geologic, geochemical, and geophysical data that are either publicly available or available for purchase from vendors or operators. Reprocessing existing data for this project may be necessary for further evaluation. In addition, new datasets may be obtained to adequately characterize the storage complex and site(s) as needed. These new datasets could include field activities that include but are not limited to:

- Acquisition of surface and downhole seismic surveys.
- Drilling of stratigraphic test wells to acquire new data from characterization methods such as, but not limited to, well logs and cores, fluid samples, injection tests, in-situ stress measurements, and pressure and temperature measurements to validate subsurface parameters for the proposed storage site(s).
- Analysis of core from stratigraphic test wells/borings, well tests and well logs.
- Any additional field data acquisition to meet Class VI permit to construct requirements.

All data will be incorporated into models that predict the behavior of the CO_2 in the reservoir, the impact of injection on caprock competence, and the potential for

injection-induced seismicity for the life of the proposed injection project, including during the period of post-injection monitoring. The applicant must obtain all required federal, state, regional, and local regulatory permits for the anticipated characterization activities.

A hybrid of dedicated and associated storage from CO_2-enhanced oil recovery (EOR), such as stacked storage or dedicated storage for unsold CO_2, may be proposed as a business scenario. However, funding will be used for the characterization and evaluation of the saline reservoir portion of the operation, and the saline reservoir must meet the requirement of a minimum of 50 million metric tons of CO_2 storage within a 30-year period. Associated storage of CO_2 in CO_2-EOR fields alone or combining saline and associated storage volumes to meet the minimum 50 million metric ton requirement will not meet the objectives of this FOA. CO_2 storage in depleted hydrocarbon reservoirs strictly for dedicated storage with no associated hydrocarbon recovery for the life of the operation is acceptable. However, for this scenario it is expected that the costs associated with additional characterization activities would be much less than a saline reservoir due to the level of previous characterization efforts and infrastructure.

As part of the risk assessment, it is expected that successful applicants will work with DOE's National Risk Assessment Partnership (NRAP) to assist in applying the suite of NRAP tools designed to evaluate and manage the risks associated with saline storage. The expectation is that NRAP tools will be used in conjunction with industry standard models and risk assessment tools as a means to further validate and vet NRAP's advanced tool development in additional commercial-scale settings. This is not a requirement to use NRAP tools in place of established industry standard models and risk assessment tools. Assisting could include validation of one or more NRAP toolsets through: (1) sharing of relevant datasets, information and technical insights from field efforts; and (2) other modeling and simulation toolsets as they are developed. Appropriate details will be worked out during award negotiation. Detailed description of the NRAP tools is available on https://edx.netl.doe.gov/nrap/.

In the interest of advancing CCUS, projects selected for negotiations leading to award will also be expected to coordinate with DOE funded projects, such as the Regional Carbon Sequestration Partnerships and the Regional Initiative to Accelerate CCUS Deployment. It is also expected that selected projects will participate in DOE's new Machine Learning Initiative. Participation could include: (1) provider of relevant datasets, as available, for validating tools/methods developed through the initiative; and (2) technical advisor on the development and feasible application of machine learning based tools/methods in a commercial scale setting. In addition, projects will be expected to provide data acquired during the project into the National Carbon

Sequestration Database and Geographical Information System (NATCARB) database. Appropriate details will be worked out during award negotiation.

Underground Injection Control (UIC) Class VI Permit to Construct

Successful applicants should apply and obtain approval for an Underground Injection Control (UIC) Class VI permit to construct. UIC Class VI permit(s) to construct will specify that the applicant is authorized to construct the injection wells (or convert existing wells).

Regulatory requirements for submission of the UIC Class VI permit(s) to construct will help guide successful applicants' activities under this FOA. For a complete listing of the requirements for permit application, the USEPA website is https://www.epa.gov/uic/class-vi-wells-used-geologic-sequestration-co2. As an example, some of the various activities for preparing a Class VI permit to construct application include at a minimum:

- Site Characterization
- Area of Review and Corrective Action
- Injection Well Construction Plan
- Plans for Pre-Operational Testing
- Proposed Injection Well Operations
- Proposed Monitoring Plan
- Proposed Mechanical Integrity Testing
- Proposed Injection Well Plugging
- Proposed Post-Injection Site Care (PISC) and Site Closure plan
- Emergency and Remedial Response plan
- Demonstration of Volume Containment
- Demonstration of Financial Responsibility
- Public Participation
- CO_2 Source and Chemical Makeup of CO_2 Stream

CO_2 Capture Assessment

Successful applicants will identify and provide a pre-feasibility study of the commercial sources of anthropogenic CO_2 and the necessary capture technology(ies) that can be used to provide the quality and quantity of CO_2 needed. Note: Applicants do not need to complete the CO_2 Capture Assessment if all the following conditions are met: 1) If the applicant has already received an award under DE-FOA-0002058 AND 2) If the source of that FEED project will be the ONLY source assessed for this FOA.

As part of the CO_2 pre-feasibility study, CO_2 sources and their associated capture technologies should be capable of achieving but not be limited to the following CO_2

purity specifications and conditions in order to be able to transport to the storage site via a pipeline. The CO_2 pressure should be at least 2,200 psi. CO_2 purity should be greater than 95% by volume with less than 20 ppmw H_2S and less than 30 ppmw S. Total hydrocarbons should be less than 5% by volume with less than 4% by volume N_2, less than 10 ppmw O_2 and less than 30 ppmv H_2O. These requirements are for multiple source pipelines and therefore would provide the greatest applicability for the source/pipeline network. For CO_2 sources that are located within the project storage field site (requiring no pipeline transport), these pipeline purity specifications do not need to be met but the CO_2 capture assessment should reflect the required CO_2 purity, the process required to achieve that purity and the advantages/impacts of not meeting pipeline specifications.

The following is a list of minimum content requirement for information to be included in the CO_2 Capture Feasibility Assessment developed by the successful applicants selected from this FOA. Information should be provided for each CO_2 source and its associated CO_2 capture technology. Applicants are encouraged to include additional materials outside this list that resulted from the uniqueness of their respective project.

- Project Background
    - Discusses Project need or Research/Business Objective
- Project Scope
    - Provides a summary of the proposed project and how it will meet the objective
    - Provides the system boundaries, or battery limits, of the proposed project
- Project Design Basis
    - Site Characteristics
        - Location, topography, available land, transportation access, available utilities, etc.
    - Site Ambient Conditions
    - Elevation, atmospheric pressure, temperature averages/extremes, prevailing wind, seismic data, air composition, etc.
    - Fuel Feedstock and Flue Gas Characteristics
        - Design compositional analyses of the fuel (coal, natural gas, biomass, etc.)
        - Design compositional analyses of the flue gas (flow rate, composition, etc.)
    - Environmental Requirements - as dictated by the authority(ies) having jurisdiction (e.g., State DEP, EPA, etc.)
        - Air emission permitting limitations and required control technologies

        - Water discharge permitting limitations and required control technologies
        - Waste disposal (e.g., coal ash, spent absorbents, etc.) permitting limitations and required control technologies
    - Site Specific Design Considerations
        - Flood plain, soil conditions, rainfall/snowfall criteria, building/enclosure permitting, noise regulations, local community requirements (plumes visibility)
    - Modularization Design Requirements
- Engineering Design Packages
    - Process Engineering
        - Process area descriptions
        - Block Flow Diagram (BFD), Process Flow Diagram (PFD)
        - Process simulation output and heat and material balances (H&MB)
        - Major Process Equipment specifications/data sheets
    - Mechanical Engineering
        - General site plan view(s)
    - Project Cost Estimate (~ +/- 15%)
    - Estimated Project Schedule

Applicants should also include commitment letters from the CO_2 source providers and discuss the specific business case associated with each. Applicants must also discuss the type of capture treatment that a specific gas stream might need including but not limited to applicability of pretreatment, percent capture, dehydration and/or compression conditions. If a proposed source is already concentrated and doesn't require a capture technology, information should be included regarding quantity and purity of carbon dioxide and any requirements for dehydration and/or compression.

National Environmental Policy Act (NEPA)

Applications should include a map of the proposed storage site(s) and a description of the landowner(s). If obtainable, the application should include commitment letters from landowners for site access and provide full disclosure of known land-use concerns (such as cultural, wildlife, or natural resources). As described in Section IV.B.iii.3.j., the Applicant must submit an environmental questionnaire providing for the work of the entire project. The Applicant is also responsible for submitting a separate environmental questionnaire for each proposed subrecipient performing at a different location.

Successful applicants will complete an Environmental Information Volume (EIV) to assess any NEPA-related issues for the chosen capture, transport and storage site(s). Based on DOE's review of the environmental questionnaire and EIV, and the

sensitivity of the proposed work area, an Environmental Assessment/Finding of No Significant Impact or Environmental Impact Statement may need to be conducted and a NEPA determination issued prior to completion of Phase III work. The site should not be located under wetlands or a sole-source acquifer where, if commercialized, injection or monitoring wells would penetrate. The target formation and confining zone(s) should not contain drinking waters as defined by the Safe Drinking Water Act.

The FOA will be an open solicitation and Phase III is not restricted to awardees of CarbonSAFE Phase I and CarbonSAFE Phase II.

D. Applications Specifically Not of Interest

The following types of applications will be deemed nonresponsive and will not be reviewed or considered (See Section III Responsiveness Criteria):

- Submissions that fall outside the technical parameters specified in Section I.C of the FOA, including but not limited to the following:
    - Applicants that do not meet the pre-requisite requirements as defined in Appendix G – Criteria to Determine the Integrated Project State of Development
    - Applicants whose field activites are focused on Enhanced Oil Recovery (EOR)
    - Applications focused solely on theoretical, laboratory-based, modeling, and monitoring technologies
- Submissions for proposed technologies that are not based on sound scientific principles (e.g., violates the laws of thermodynamics).
- Submissions that exceed the specified maximum page limit as outlined in Section IV Application and Submission Information.
- Submissions that exceed the maximum DOE share as outlined in Section II Award Information.

II. Award Information

A. Type of Application

DOE will accept only new applications under this announcement.

B. Type of Award Instrument

DOE anticipates awarding cooperative agreements under this funding opportunity announcement (See Section VI Statement of Substantial Involvement).

C. Award Overview

i. Estimated Funding, Number of Awards, Anticipated Award Size, and Maximum DOE Share

DOE expects to make Federal funding available for new awards under this FOA as follows:

Estimated Federal Funding	Anticipated No. of Awards	Anticipated Individual Award Size			Maximum DOE Share of Award
		DOE Share $/%	Cost Share $/%	Total $	
$35,000,000	**0-2**	**Up to 35,000,000**	**Up to $8,750,000**	**Up to $43,750,000**	**$35,000,000**

DOE may issue one, multiple or no awards.

APPLICATIONS WHICH EXCEED THE "MAXIMUM DOE SHARE OF AWARD" SPECIFIED ABOVE WILL BE CONSIDERED NONCOMPLIANT (SEE SECTION III COMPLIANCE CRITERIA). DOE WILL NOT REVIEW OR CONSIDER NONCOMPLIANT APPLICATIONS.

The scope of the proposed work associated with site characterization and permitting should not exceed $30,000,000 dollars (DOE). It is expected that some applicants may have already completed some of the required site characterization activities. Therefore, it is expected those projects would propose work at a lower dollar value. Site characterization and permitting proposed work greater than $30,000,000 dollars (DOE) will be considered "non-compliant."

The scope of the proposed work associated with the Assessment of Potential CO_2 Sources should be between $2,500,000-$5,000,000 dollars (DOE). It is anticipated that some projects will have multiple sources that will require assessment and therefore, the higher dollar value will be expected. Proposed work associated with the Assessment of Potential CO_2 Sources greater than $5,000,000 dollars (DOE) will be considered "non-compliant." Note: If the applicant meets the following conditions: 1) If the applicant has already received an award under DE-FOA-0002058 AND 2) If the source of that FEED project will be the ONLY source assessed for this FOA, no money should be included for the Assessment of Potential CO_2 Sources as the task will not be needed.

DOE may establish more than one budget period for each award and fund only the initial budget period(s). Funding for all budget periods, including the initial budget period, is not guaranteed. Funding for all awards and future budget periods are contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

Project continuation will be contingent upon satisfactory performance and go/no-go decision review. At the go/no-go decision points, DOE will evaluate project performance, project schedule adherence, meeting milestone objectives, compliance with reporting requirements, and overall contribution to the program goals and objectives. As a result of this evaluation, DOE will make a determination to continue the project, re-direct the project, or discontinue funding the project.

ii. Estimated Period of Performance

Estimated Project Period of Performance
DOE anticipates making awards with an estimated project period of three (3) years.

Typically, budget periods are established on an annual basis. In some cases, shorter or longer budget periods may be established for compelling programmatic or administrative reasons, such as to allow for project phases not evenly divisible with 12-month increments or to provide program personnel with logical decision points to evaluate whether the project should proceed.

NOTE: DOE anticipates that Budget Period 1 will be approximately 24 months and Budget Period 2 will be approximately 12 months. Written

approval by the Contracting Officer to proceed into Budget Period 2 is required. Applicants will be required to submit to the EPA their application for the UIC Class VI permit to construct prior to receiving funding/authorization for Budget Period 2 along with successful completion of Budget Period 1 activities.

III. Eligibility Information

A. General

To be considered for substantive evaluation, an applicant's submission must meet the criteria set forth below. If the application does not meet these initial requirements, it will be considered non-responsive, removed from further evaluation, and ineligible for any award.

B. Eligible Applicants

i. Individuals

U.S. citizens and lawful permanent residents are eligible to apply for funding as a Prime Recipient or Subrecipient.

ii. Domestic Entities

For-profit entities, educational institutions, and nonprofits that are incorporated (or otherwise formed) under the laws of a particular State or territory of the United States are eligible to apply for funding as a Prime Recipient or Subrecipient.

Nonprofit organizations described in section 501(c)(4) of the Internal Revenue Code of 1986 that engaged in lobbying activities after December 31, 1995, **are not eligible to apply for funding**.

iii. Domestic Public Entities (excluding Federal entities)

State, local, and tribal government entities are eligible to apply for funding as a Prime Recipient or Subrecipient.

Federal entity eligibility is discussed below.

iv. Federally Funded Research and Development Centers and National Labs

DOE/National Nuclear Security Administration (NNSA) Federally Funded Research and Development Centers (FFRDCs) and National Laboratories (NL) are eligible to apply for funding as a Subrecipient (only) but are not eligible to apply as a Prime Recipient. Non-DOE/NNSA FFRDCs and National Laboratories are eligible to apply for funding as a Subrecipient but are not eligible to apply as a Prime Recipient.

NETL is not eligible for award under this announcement and may not be proposed as a sub-recipient on another entity's application. An application that includes NETL as a prime recipient or sub-recipient will be considered non-responsive.

Authorization. The cognizant contracting officer for the DOE/NNSA FFRDC/NL or the non-DOE/NNSA Federal agency sponsoring the FFRDC/NL must authorize in writing the use of the FFRDC/NL on the proposed project and this authorization must be submitted with the application. The use of a FFRDC/NL must be consistent with its authority under its award and will not place the laboratory in direct competition with the domestic private sector.

The following wording is acceptable for this authorization:

> "Authorization is granted for the [*Name*] Laboratory to participate in the proposed project. The work proposed for the laboratory is consistent with or complimentary to the missions of the laboratory, will not adversely impact execution of the [*DOE/NNSA/or FEDERAL AGENCY*] assigned programs at the laboratory, and will not place the laboratory in direct competition with the domestic private sector."

Value/Funding. The value of, and funding for, the FFRDC/NL portion of the work will not normally be included in the award to a successful applicant. Usually, DOE/NNSA will fund a DOE/NNSA FFRDC/NL through the DOE field work proposal system and other FFRDC/NLs through an interagency agreement with the sponsoring agency.

Cost Share. The applicant's cost share requirement will be based on the total cost of the project, including the applicant's and the FFRDC/NL's portions of the effort.

FFRDC/NL Effort as a Sub-Recipient
The scope of work to be performed by the FFRDC/NL may not be more

significant than the scope of work to be performed by the applicant. The FFRDC/NL's effort, in aggregate, **shall not exceed 25%** of the total estimated cost of the project, including the DOE share, applicant share and the FFRDC/NL's portions of the effort.

Responsibility. The applicant, if successful, will be the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues, including but not limited to, disputes and claims arising out of any agreement between the applicant and the FFRDC/NL.

v. Federal Entities

Federal agencies and instrumentalities (other than DOE) are eligible to apply for funding as a Subrecipient but are not eligible to apply as a Prime Recipient.

vi. Foreign Entities

Foreign entities, whether for-profit or otherwise, are eligible to apply for funding as a Prime Recipient or Subrecipient under this FOA. Other than as provided in the "Individuals" or "Domestic Entities" sections above, all Prime Recipients receiving funding under this FOA must be incorporated (or otherwise formed) under the laws of a State or territory of the United States. If a foreign entity applies for funding as a Prime Recipient, it must designate in the Full Application a subsidiary or affiliate incorporated (or otherwise formed) under the laws of a State or territory of the United States to be the Prime Recipient. The Full Application must state the nature of the corporate relationship between the foreign entity and domestic subsidiary or affiliate.

Foreign entities may request a waiver of the requirement to designate a subsidiary in the United States as the Prime Recipient in the Full Application (i.e., a foreign entity may request that it remains the Prime Recipient on an award). To do so, the Applicant must submit an explicit written waiver request in the Full Application. The Appendix lists the necessary information that must be included in a request to waive this requirement. The applicant does not have the right to appeal DOE's decision concerning a waiver request.

In the waiver request, the applicant must demonstrate to the satisfaction of DOE that it would further the purposes of this FOA and is otherwise in the economic interests of the United States to have a foreign entity serve as the Prime Recipient. DOE may require additional information before considering the waiver request.

vii. Incorporated Consortia

Incorporated consortia, which may include domestic and/or foreign entities, are eligible to apply for funding as a Prime Recipient or Subrecipient. For consortia incorporated (or otherwise formed) under the laws of a State or territory of the United States, please refer to "Domestic Entities" above. For consortia incorporated in foreign countries, please refer to the requirements in "Foreign Entities" above.

Each incorporated consortium must have an internal governance structure and a written set of internal rules. Upon request, the consortium must provide a written description of its internal governance structure and its internal rules to the DOE Contracting Officer.

viii. Unincorporated Consortia

Unincorporated Consortia, which may include domestic and foreign entities, must designate one member of the consortium to serve as the Prime Recipient/consortium representative. The Prime Recipient/consortium representative must be incorporated (or otherwise formed) under the laws of a State or territory of the United States. The eligibility of the consortium will be determined by the eligibility of the Prime Recipient/consortium representative under Section III of the FOA.

Upon request, unincorporated consortia must provide the DOE Contracting Officer with a collaboration agreement, commonly referred to as the articles of collaboration, which sets out the rights and responsibilities of each consortium member. This agreement binds the individual consortium members together and should discuss, among other things, the consortium's:

- Management structure;
- Method of making payments to consortium members;
- Means of ensuring and overseeing members' efforts on the project;
- Provisions for members' cost sharing contributions; and
- Provisions for ownership and rights in intellectual property developed previously or under the agreement.

C. Cost Sharing

i. Cost Share Requirements

The cost share must be at least 20% of the total allowable costs for research and development projects (i.e., the sum of the Government share, including FFRDC/NL costs if applicable, and the recipient share of allowable costs

equals the total allowable cost of the project) and must come from non-Federal sources unless otherwise allowed by law. See 2 CFR part 200 as amended by 2 CFR part 910 for the applicable cost sharing requirements.

DOE understands that projects selected under this FOA may require the use of existing data. For purposes of this FOA, DOE will consider data that is commercially available at an established price to be an allowable cost under the project (either as DOE share or non-federal cost share) but DOE will not consider in-kind data (e.g., data, owned by an entity, that is not routinely sold commercially but is instead donated to the project and assigned a value) to be an allowable cost under the project, including as Recipient cost share. Estimation methods used by the Recipient to assign a value to in-kind data cannot be objectively verified by DOE and therefore will not be accepted by DOE as an allowable cost under any project selected from this FOA. Consequently, DOE will not recognize in-kind data costs in any resulting approved DOE budget.

To assist applicants in calculating proper cost share amounts, DOE has included a cost share information sheet and sample cost share calculation in an Appendix to this FOA.

ii. Legal Responsibility

Applicants will be bound by the cost share proposed in their applications and incorporated into their award.

The cost share requirement applies to the project as a whole, including work performed by members of the project team other than the Prime Recipient. The Prime Recipient is legally responsible for paying the entire cost share. The Prime Recipient's cost share obligation is expressed in the Assistance Agreement as a static amount in U.S. dollars (cost share amount) and as a percentage of the Total Project Cost (cost share percentage). If the funding agreement is terminated prior to the end of the project period, the Prime Recipient is required to contribute at least the cost share percentage of total expenditures incurred through the date of termination.

The Prime Recipient is solely responsible for managing cost share contributions by the Project Team and enforcing cost share obligation assumed by Project Team members in subawards or related agreements.

iii. Cost Share Allocation

Each Project Team is free to determine how best to allocate the cost share requirement among the team members. The amount contributed by

individual Project Team members may vary, as long as the cost share requirement for the project as a whole is met.

iv. Cost Share Types and Allowability

Every cost share contribution must be allowable under the applicable Federal cost principles, as described in Section IV Funding Restrictions. In addition, cost share must be verifiable upon submission of the Full Application.

Project Teams may provide cost share in the form of cash or in-kind contributions. Cost share may be provided by the Prime Recipient, Subrecipients, or third parties (entities that do not have a role in performing the scope of work). Any partial donation of goods or services is considered a discount and is not allowable.

Cash contributions include, but are not limited to: personnel costs, fringe costs, supply and equipment costs, indirect costs and other direct costs.

In-kind contributions are those where a value of the contribution can be readily determined, verified and justified but where no actual cash is transacted in securing the good or service comprising the contribution. Allowable in-kind contributions include but are not limited to: the donation of volunteer time or the donation of space or use of equipment.

Project teams may use funding or property received from state or local governments to meet the cost share requirement, so long as the funding was not provided to the state or local government by the Federal Government.

The Prime Recipient may not use the following sources to meet its cost share obligations including, but not limited to:

- Revenues or royalties from the prospective operation of an activity beyond the project period;
- Proceeds from the prospective sale of an asset of an activity;
- Federal funding or property (e.g., Federal grants, equipment owned by the Federal Government); or
- Expenditures that were reimbursed under a separate Federal Program.

Project Teams may not use the same cash or in-kind contributions to meet cost share requirements for more than one project or program.

Cost share contributions must be specified in the project budget, verifiable from the Prime Recipient's records, and necessary and reasonable for proper

and efficient accomplishment of the project. As all sources of cost share are considered part of total project cost, the cost share dollars will be scrutinized under the same Federal regulations as Federal dollars to the project. Every cost share contribution must be reviewed and approved in advance by the Contracting Officer and incorporated into the project budget before the expenditures are incurred.

Applicants are encouraged to refer to 2 CFR 200.306 as amended by 2 CFR 910.130 for additional cost sharing requirements.

Please refer to Appendix.

v. Cost Share Verification

Applicants are required to provide written assurance of their proposed cost share contributions in their Full Applications.

Upon selection for award negotiations, applicants are required to provide additional information and documentation regarding their cost share contributions.

vi. Cost Share Contributions by FFRDCs

Because FFRDCs and NLs are funded by the Federal Government, costs incurred by FFRDCs and NLs generally may not be used to meet the cost share requirement. FFRDCs and NLs may contribute cost share only if the contributions are paid directly from the contractor's Management Fee or another non-Federal source. In such instance, the FFRDC and NLs must certify in writing that the cost share comes from non-Federal sources.

D. Compliance Criteria

All submitted information and documents must meet all Compliance Criteria listed below or they will be considered noncompliant. DOE will not review or consider noncompliant submissions that were: submitted through means other than the instructions specified herein; submitted after the applicable deadline; and/or submitted incomplete. DOE will not extend the submission deadline for applicants that fail to submit required information by the applicable deadline due to server/connection congestion.

Full Applications are deemed compliant if:

- The Full Application complies with the maximum DOE share of the individual award size in Section II.C of the FOA;

- The Full Application complies with the content and form requirements in Section IV.B of the FOA; and
- The applicant successfully uploaded all required documents and clicked the "Submit" button in Grants.gov by the deadline stated in the FOA.

E. Responsiveness Criteria

A review of all submitted documents and information is performed to determine if the submissions are responsive to the FOA requirements. All submitted information and documents must meet all of the Responsiveness Criteria listed below to be eligible for review.

Full Applications are deemed responsive if:

- The application meets the technical requirements as described in the "Objectives" contained in Section I.C of the FOA and Section 1.D of the FOA;
- The Applicant/application meets the Eligibility Criteria in Section III of the FOA.

Only compliant/responsive applications will be eligible for a comprehensive merit review.

F. Number of Submittals Eligible for Review

Applicants may submit ***more than*** one Full Application to this FOA. Each application must describe a unique, scientifically distinct project.

G. Felony Convictions and Tax Liabilities

Corporate Felony Conviction and Federal Tax Liability Representations (MARCH 2014)

In submitting an application in response to this FOA the Applicant represents that:

(1) It is not a corporation that has been convicted of a felony criminal violation under any Federal law within the preceding 24 months; and

(2) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these representations the following definition applies:
A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

H. Questions Regarding Eligibility

DOE will not make eligibility determinations for potential applicants prior to the date on which applications to this FOA must be submitted. The decision whether to submit an application in response to this FOA lies solely with the applicant.

IV. Application and Submission Information

A. Form and Content Requirements

All submissions must conform to the following form and content requirements, including maximum page limits (described below) and must be submitted as specifically stated. **Applications which do not meet the form and content requirements listed below will be considered noncompliant (See Section III Compliance Criteria). DOE will not review or consider noncompliant applications.** DOE will not review or consider submissions submitted through means other than specifically stated in the FOA, submissions submitted after the applicable deadline, and incomplete submissions. DOE will not extend deadlines for applicants who fail to submit required information and documents due to server/connection congestion.

The Full Application must conform to the following requirements:

- Each must be submitted in Adobe PDF format unless stated otherwise.
- Each must be written in English.
- All pages must be formatted to fit on 8.5 x 11 inch paper with margins not less than one inch on every side. Use Times New Roman typeface, a black font color, and a font size of 11 point or larger (except in figures or tables, which may be 10 point font). A symbol font may be used to insert Greek letters or special characters, but the font size requirement still applies. References must be included as footnotes or endnotes in a font size of 10 or larger. Footnotes and endnotes are counted toward the maximum page requirement.
- Each submission must not exceed the specified maximum page limit, including cover page, references, charts, graphs, data, maps, and photographs when printed using the formatting requirements set forth above and **single** spaced. **Applications that exceed the maximum page limits indicated below will be considered noncompliant and DOE will not review or consider the application.**

Applicants are responsible for meeting the submission deadline. Applicants are strongly encouraged to submit their Full Applications at least 48 hours in advance of the submission deadline. Under normal conditions (i.e., at least 48 hours in advance of the submission deadline), applicants should allow at least 1 hour to submit a Full Application. Once the Full Application is submitted, applicants may revise or update that submission until the expiration of the applicable deadline. If changes are made, the applicant must resubmit the Full Application, before the applicable deadline.

DOE urges applicants to carefully review their Full Applications and to allow

sufficient time for the submission of required information and documents. All Full Applications that pass the initial eligibility review will undergo comprehensive technical merit review according to the criteria identified in Section V.A of the FOA.

B. Full Applications

Applicants must submit a Full Application by the specified due date and time to be considered for funding under this FOA. Applicants must complete the mandatory forms and any applicable optional forms (e.g., SF-LLL- Disclosure of Lobbying Activities) in accordance with the instructions on the forms and the additional instructions below. Files that are attached to the forms must be in Adobe Portable Document Format (PDF) unless otherwise specified in this announcement.

i. Application Package

Application forms and instructions are available at www.grants.gov.

ii. Content and Form of Full Application

DOE will not review or consider ineligible Full Applications (see Section III of the FOA).

Each Full Application shall be limited to a **single** concept or technology. Unrelated concepts and technologies shall not be consolidated in a single Full Application.

Full Applications must conform to the following requirements:

Submission	Components	Format	File Name
Full Application (PDF, unless stated otherwise)	SF-424	Form	N/A
	Project/Performance Site Location(s)	Form	N/A
	Project Narrative (See Chart below)	PDF	Project.pdf
	Summary for Public Release (1 page limit)	PDF	Summary.pdf
	Project Management Plan	PDF	PMP.pdf
	Resume	PDF	Resume.pdf
	SF424a Budget Information – Non-Construction Programs File	Microsoft Excel	SF424A.xls or .xlsx
	Budget Justification – SEE DETAILED INSTRUCTIONS BELOW	Microsoft Excel	RecipientBudget Justification.xls or .xlsx
	Subaward Budget Justification, if applicable – SEE DETAILED INSTRUCTIONS BELOW	Microsoft Excel	Subawardee_name BudgetJustification.xls or xlsx
	Budget for DOE/NNSA FFRDC/NL, if applicable	PDF	Use up to 10 letters of the FFRDC/NL name plus FWP as the file

			name (e.g., lanlFWP.pdf or anlFWP.pdf).
	Authorization from cognizant Contracting Officer for non-DOE FFRDC/NL, if applicable	PDF	Use up to 10 letters of the FFRDC/NL name plus FFRDC as the file name (e.g. lincolnFFRDC.pdf)
	Environmental Questionnaire	PDF	Env.pdf
	Commitment Letters from Third Parties Contributing to Cost Share, if applicable	PDF	CLTP.pdf
	SF-LLL Disclosure of Lobbying Activities, if applicable	Form	N/A
	Foreign Entity waiver request, if applicable	PDF	FN_Waiver.pdf
	Performance of Work in the United States waiver request, if applicable	PDF	PerformanceofWork_Waiver.pdf
	Integrated Project State of Development	PDF	IPSD.pdf
	Field Site Access Commitment Letter(s)	PDF	CLField.pdf
	CO_2 Source Commitment Letter(s)	PDF	CLSource.pdf
	Other Commitment Letter(s)	PDF	CLOthers.pdf
	Data Management Plan (DMP)	PDF	DMP.pdf
	Storage Site Map	PDF	MAP.pdf

Note: The maximum file size that can be uploaded to the Grants.gov website is 10MB. Files in excess of 10MB cannot be uploaded, and hence cannot be submitted for review. If a file exceeds 10MB but is still within the maximum page limit specified in the FOA it must be broken into parts and denoted to that effect. For example:

Project Part 1
Project Part 2, etc.

DOE will not accept late submissions that resulted from technical difficulties due to uploading files that exceed 10MB.

Detailed guidance on the content and form of each component is listed below.

1. **SF-424: Application for Federal Assistance**
   Complete the SF 424 form first to populate data in other forms. Complete all required fields in accordance with the instructions on the form. The list of certifications and assurances in Field 21 can be found at http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms, under Certifications and Assurances.

2. **Project/Performance Site Location(s)**
   Indicate the primary site where the work will be performed. If a portion

of the project will be performed at any other site(s), identify the site location(s) in the blocks provided.

Note that the Project/Performance Site Congressional District is entered in the format of the 2 digit state code followed by a dash and a 3 digit Congressional district code, for example VA-001. Hover over this field for additional instructions.

Use the Next Site button to expand the form to add additional Project/Performance Site Locations.

3. **Other Attachments Form**
   Submit the following files with your application and attach them to the Other Attachments Form. Click on "Add Mandatory Other Attachment" to attach the Project Narrative. Click on "Add Optional Other Attachment," to attach the other files.

   a. **Project Narrative File – Mandatory Other Attachment**
   The Project Narrative File must be submitted in Adobe PDF format. The project narrative must not exceed **25** pages, including cover page, table of contents, footnotes/endnotes, charts, graphs, maps, photographs, and other pictorial presentations, when printed using standard 8.5" by 11" paper with 1 inch margins (top, bottom, left, and right) **single** spaced. The font must not be smaller than 11 point. The **Current and Pending Support, Identification of Potential Conflicts of Interest or Bias in Selection of Reviewers, and Bibliography sections are <u>NOT</u> included in the project narrative page limitation**. Do not include any Internet addresses (URLs) that provide information necessary to review the application. See Section VIII for instructions on how to mark proprietary application information.

   <u>SUBMISSIONS THAT EXCEED THE MAXIMUM PAGE LIMITS INDICATED ABOVE WILL BE CONSIDERED NONCOMPLIANT AND DOE WILL NOT REVIEW OR CONSIDER THE SUBMISSION.</u>

   Save the information in a single file named "Project.pdf," and click on "Add Mandatory Other Attachment" to attach.

   The project narrative must include:

SECTION/PAGE LIMIT (if applicable)	DESCRIPTION
Cover Page **(1 page maximum)**	The cover page should include the project title, the FOA number and name, the Applicant's name, and the names of all team member organizations. In addition, provide the Applicant's technical and business points of contact along with e-mail addresses and telephone numbers. The cover page should also include the federal and non-federal share of costs associated with each team member's proposed effort. Applicants should ensure the cost information is consistent with the submitted budget justification(s).
Table of Contents	Applicant to capture, at a minimum, all of the required sections identified in this table.
Project Objectives	This section should provide a clear, concise statement of the specific objectives/aims of the proposed project.
Merit Review Criterion Discussion	The section should be formatted to address merit review criterion 2, 3 and 4 and related sub-criterion listed in Section V.A. (merit review criterion 1 will be addressed in a separate attachment, Integrated Project State of Development, which is not part of the narrative). Provide sufficient information so that reviewers will be able to evaluate the application in accordance with these merit review criteria. DOE/NNSA WILL EVALUATE AND CONSIDER ONLY THOSE APPLICATIONS THAT ADDRESS SEPARATELY EACH OF THE MERIT REVIEW CRITERION AND SUB-CRITERION.
Statement of Project Objectives	The project narrative must contain a single, detailed Statement of Project Objectives that addresses how the project objectives will be met. The Statement of Project Objectives must contain a clear, concise description of all activities to be completed during project performance. It is therefore required that it shall not contain proprietary or confidential business information. The Statement of Project Objectives is generally less than 8 pages in total for the proposed work. Applicants shall prepare the Statement of Project Objectives in the format provided in an Appendix of the FOA.
Relevance and Outcomes/Impacts	This section should explain the relevance of the effort to the objectives in the program announcement and the expected outcomes and/or impacts. The justification for the proposed project should include a clear statement of the importance of the project in terms of the utility of the outcomes and the target community of beneficiaries.
Roles of Participants	For multi-organizational or multi-investigator projects, describe the roles and the work to be performed by each participant/investigator, business agreements between the applicant and participants, and how the various efforts will be integrated and managed.

Multiple Principal Investigators	The applicant, whether a single organization or team/partnership/consortium, must indicate if the project will include multiple PIs. This decision is solely the responsibility of the applicant. If multiple PIs will be designated, the application must identify the Contact PI/Project Coordinator and provide a "Coordination and Management Plan" that describes the organization structure of the project as it pertains to the designation of multiple PIs. This plan should, at a minimum, include: - process for making decisions on scientific/technical direction; - publications; - intellectual property issues; - communication plans; - procedures for resolving conflicts; and - PIs' roles and administrative, technical, and scientific responsibilities for the project.
Facilities and Other Resources	Identify the facilities (e.g., office, laboratory, computer, etc.) to be used at each performance site listed and, if appropriate, indicate their capacities, pertinent capabilities, relative proximity, and extent of availability to the project. Describe only those resources that are directly applicable to the proposed work. Provide any information describing the other resources available to the project such as machine and electronics shops.
Equipment	List important items of equipment already available for this project and, if appropriate, note the location and pertinent capabilities of each. If you are proposing to acquire equipment, describe comparable equipment, if any, already at your organization and explain why it cannot be used.
Current and Pending Support (not included in the page limitation)	Provide a list of all current and pending support (both Federal and non-Federal) for the Project Director/Principal Investigator(s) (PD/PI) and senior/key persons, including subrecipients, for ongoing projects and pending applications. For each organization providing support, show the total award amount for the entire award period (including indirect costs) and the number of person-months per year to be devoted to the project by the senior/key person. Concurrent submission of an application to other organizations for simultaneous consideration will not prejudice its review.
Identification of Potential Conflicts of Interest or Bias in Selection of Reviewers (not included in the page limitation)	Provide the following information in this section: ▪ Collaborators and Co-editors: List in alphabetical order all persons, including their current organizational affiliation, who are, or who have been, collaborators or co-authors with you on a research project, book or book article, report, abstract, or paper during the 48 months preceding the submission of this application. Also, list any individuals who are currently, or have been, co-editors with you on a special issue of a journal, compendium, or conference proceedings during the 24 months preceding the submission of this application. If there are no collaborators or co-editors to report, state "None." ▪ Graduate and Postdoctoral Advisors and Advisees: List the names

	and current organizational affiliations of your graduate advisor(s) and principal postdoctoral sponsor(s) during the last 5 years. Also, list the names and current organizational affiliations of your graduate students and postdoctoral associates.
Bibliography (not included in the page limitation)	If applicable: Provide a bibliography for any references cited in the Project Narrative section. This section must include only bibliographic citations.

b. Project Summary for Public Release File

The project summary/abstract must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained document that identifies the name of the applicant, the project director/principal investigator(s), the project title, the objectives of the project, a description of the project, including methods to be employed, the potential impact of the project (i.e., benefits, outcomes), and major participants (for collaborative projects). This document must not include any proprietary or sensitive business information as the Department may make it available to the public if an award is made. The project summary must not exceed one (1) page when printed using standard 8.5" by 11" paper with 1" margins (top, bottom, left and right) **single** spaced with font no smaller than 11 point. Save this information in a file named "Summary.pdf," and click on "Add Optional Other Attachment" to attach.

c. Project Management Plan

The Project Management Plan (PMP) must not exceed 10 pages when printed using standard 8.5" by 11" paper with 1" margins (top, bottom, left and right) **single** spaced with font no smaller than 11 point. Applicants shall prepare the PMP in the format provided in an Appendix of the FOA. Save this information in a file named "PMP.pdf," and click on "Add Optional Other Attachment" to attach.

d. Resume File

Provide a resume for each key person proposed, including subawardees and consultants if they meet the definition of key person. A key person is any individual who contributes in a substantive, measurable way to the execution of the project. Save all resumes in a single file named "Resume.pdf" and click on "Add Optional Other Attachment" to attach. The biographical information for each resume must not exceed 2 pages when printed on 8.5" by 11" paper with 1 inch margins (top, bottom, left, and right) **single** spaced with font no smaller than 11 point

and should include the following information, if applicable:

- Education and Training. Undergraduate, graduate and postdoctoral training, provide institution, major/area, degree and year.

- Research and Professional Experience. Beginning with the current position list, in chronological order, professional/academic positions with a brief description.

- Publications. Provide a list of up to 10 publications most closely related to the proposed project. For each publication, identify the names of all authors (in the same sequence in which they appear in the publication), the article title, book or journal title, volume number, page numbers, year of publication, and website address if available electronically.

- Patents, copyrights, and software systems developed may be provided in addition to or substituted for publications.

- Synergistic Activities. List no more than 5 professional and scholarly activities related to the effort proposed.

e. SF 424A Budget Information – Non-Construction Programs (SF424) File

You must provide a separate budget for each year of support requested and a cumulative budget for the total project period. Use the SF 424 A Excel, "Budget Information - Non Construction Programs" form on the DOE Financial Assistance Forms Page at http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms under DOE budget forms.

You may request funds under any of the Object Class Categories as long as the item and amount are necessary to perform the proposed work, meet all the criteria for allowability under the applicable Federal cost principles, and are not prohibited by the funding restrictions in this announcement (See Section IV Funding Restrictions). Save the information in a single file named "SF424A.xls or xlsx," and click on "Add Optional Other

Attachment" to attach.

f. Budget Justification File

Applicants are required to provide a detailed budget justification for the project as a whole, including all work to be performed by the Applicant and its Subrecipients and Contractors, and provide all requested documentation (e.g., a Federally-approved rate agreement, vendor quotes). Applicants should include costs associated with required annual audits and incurred cost proposals in their proposed budget documents.

A Budget Justification Workbook has been embedded below for use and to describe the level of detail required in the budget justification. Although the data requested is mandatory, the use of the budget justification workbook is not.

The "Instructions and Summary" included with the Budget Justification Workbook will auto-populate as the applicant enters information into the Workbook. Applicants must carefully read the "Instructions and Summary" tab provided within the Budget Justification Workbook. In addition, Applicants must carefully read and note each "Instructions" Summary contained within each individual tab of the Budget Justification Workbook. **As stipulated within the Budget Justification Workbook, all direct costs must be identified by specific task. All cost should include the basis of cost and justification of need, as applicable. Of specific note is the necessity to identify personnel costs for each individual proposed for all tasks to which they are assigned.** Note EXAMPLES provided within each tab for further clarification.

Special Notes:

- Applicants should ensure adequate costs are included for potential work needed for the NEPA determination.
- Applicants should ensure the costs associated with the CO_2 Capture Assessment Task are clear such the initial compliance reviewer can determine the costs fall within the allowable limit as specified in Section II c.

<u>DOE understands that projects selected under this FOA may require the use of existing data. For purposes of this FOA, DOE will consider data that is commercially available at an established price to be an allowable cost under the project (either as DOE share or non-federal cost share) but DOE will not consider in-kind</u>

data (e.g., data, owned by an entity, that is not routinely sold commercially but is instead donated to the project and assigned a value) to be an allowable cost under the project, including as Recipient cost share. Estimation methods used by the Recipient to assign a value to in-kind data cannot be objectively verified by DOE and therefore will not be accepted by DOE as an allowable cost under any project selected from this FOA. Consequently, DOE will not recognize in-kind data costs in any resulting approved DOE budget.

Save the Budget Justification Workbook in a single file named "RecipientBudgetJustification.xls or xlsx" and click on "Add Optional Other Attachment" to attach.

Budget Justification 1-3 YRS

g. Subaward Budget Justification (if applicable)

Applicants must provide a separate Detailed Budget Justification for each subawardee that is expected to perform work estimated to be more than $100,000 or 50 percent of the total work effort (whichever is less). A template to provide the Detailed Budget Justification has been embedded below. Although the data requested is mandatory, the use of the budget justification workbook is not. The level of detail to be included in the subaward budget justification (if applicable) must be commensurate with that provided by the Prime Recipient. Save the information in a single file named "Subawardee_name BudgetJustification.xls or xlsx" and click on "Add Optional Other Attachment" to attach.

Budget Justification 1-3 YRS

h. Budget for DOE/NNSA FFRDC/NLs, (if applicable)

If a DOE/NNSA FFRDC/NL is to perform a portion of the work, you must provide a DOE Field Work Proposal in accordance with the requirements in DOE Order 412.1 Work Authorization System. This order and the DOE Field Work Proposal form are available at

https://www.directives.doe.gov/directives-documents/0412.1-BOrder-A-admchg1. Use up to 10 letters of the FFRDC name plus FWP as the file name (e.g., lanlFWP.pdf or anlFWP.pdf), and click on "Add Optional Other Attachment" to attach.

i. Authorization for non-DOE/NNSA FFRDCs/NLs (if applicable)
The Federal agency sponsoring the FFRDC must authorize in writing the use of the FFRDC on the proposed project and this authorization must be submitted with the application. The use of a FFRDC must be consistent with the contractor's authority under its award. In addition, a summary of the work to be performed and an estimate of cost should also be provided. Use up to 10 letters of the FFRDC name plus FFRDC as the file name (e.g., lincolnFFRDC.pdf), and click on "Add Optional Other Attachment" to attach.

j. Environmental Questionnaire
The Applicant must submit an environmental questionnaire providing for the work of the entire project. The Applicant is also responsible for submitting a separate environmental questionnaire for each proposed subrecipient performing at a different location. The environmental questionnaire is available at http://www.netl.doe.gov/File%20Library/Business/forms/451_1-1-3.pdf . Save the questionnaire in a single file named "Env.pdf" (or "Env-FILL IN TEAM MEMBER.pdf" if more than questionnaire is submitted) and click on "Add Optional Other Attachment" to attach.

NOTE: If selected for award and if a subrecipient's location is not known at the time of application, a subsequent environmental questionnaire will be needed prior to them beginning work at an alternate location.

k. Commitment Letters from Third Parties Contributing to Cost Share (if applicable)
If a third party, (i.e., a party other than the organization submitting the application) proposes to provide all or part of the required cost sharing, the applicant must include a letter from the third party stating that it is committed to providing a specific minimum dollar amount of cost sharing. The letter should also identify the proposed cost sharing (e.g., cash, services, and/or property) to be contributed. Letters must be signed by the person authorized to commit the expenditure of funds by the entity and

be provided in a PDF format. Save this information in a single file named “CLTP.pdf" and click on "Add Optional Other Attachment” to attach.

l. SF-LLL: Disclosure of Lobbying Activities (if applicable)

Recipients and Subrecipients may not use any Federal funds to influence or attempt to influence, directly or indirectly, congressional action on any legislative or appropriation matters.

If applicable, complete SF- LLL. Applicability: If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the grant/cooperative agreement, you must complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying."

m. Waiver Requests: Foreign Entities and Performance of Work in the United States (if applicable)

1) **Foreign Entity Participation***:*
As set forth in Section III, all Prime Recipients receiving funding under this FOA must be incorporated (or otherwise formed) under the laws of a State or territory of the United States. To request a waiver of this requirement, the applicant must submit an explicit waiver request in the Full Application. See Appendix for a list of the necessary information that must be included in a request to waive this requirement. Save the waiver request(s) in a single PDF file titled “FN_Waiver” and click on "Add Optional Other Attachment” to attach.

2) **Performance of Work in the United States**
There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the applicant must submit a written waiver request to DOE. See Appendix for a list of the necessary information that must be included in a

request to waive the Performance of Work in the United States requirement.

The applicant must demonstrate to the satisfaction of DOE that a waiver would further the purposes of the FOA and is in the economic interests of the United States. DOE may require additional information before considering a waiver request. Save the waiver request(s) in a single PDF file titled "PerformanceofWork_Waiver" and click on "Add Optional Other Attachment" to attach. The applicant does not have the right to appeal DOE's decision concerning a waiver request.

n. Integrated Project State of Development

Provide information as outlined in the Appendix of the FOA such that DOE can determine the proposed project's level of readiness for Phase III: Site Characterization and Permitting. The section should be formatted to address merit review criterion 1 listed in Section V.A. Submission of this document is required with the full application, and failure to submit the plan will result in rejection of the applicant's application without further consideration. The Integrated Project State of Development must not exceed **25** pages when printed using standard 8.5" by 11" paper with 1" margins (top, bottom, left and right) **single** spaced with font no smaller than 11 point (except in figures, tables, or footnotes, which may be 10 point font). Save this information in a file named "IPSD.pdf" and click on "Add Optional Other Attachment" to attach.

EVALUATORS WILL ONLY REVIEW THE NUMBER OF PAGES SPECIFIED ABOVE.

o. Commitment Letters for Field Site Access

Letter(s) from field site owner(s) and/or field site operator(s) indicating commitment to allow access to the applicant to perform work described in the application should the project be selected. Save this information in a single file named "CLField.pdf" and click on "Add Optional Other Attachment" to attach.

p. Commitment Letter(s) for CO_2 Source

Letter(s) from CO_2 sources which intend to provide a combined

minimum of 50 million metric tons of CO_2 within a 30 year period. Save this information in a single file named "CLSource.pdf" and click on "Add Optional Other Attachment" to attach.

q. Other Commitment Letter(s)
Letter(s) from other relevant parties not submitted under Section IV. B. ii. 3. k, o or p such as additional team members and parties that may provide data to be used on the project. Save this information in a single file names "CLOthers.pdf" and click on "Add Optional Other Attachment" to attach.

r. Data Management Plan
Applicants are required to submit a Data Management Plan as part of their full application. The Data Management Plan is a document that outlines the proposed plan for data sharing or preservation. Submission of this plan is required with the full application, and failure to submit the plan may result in rejection of the applicant's application without further consideration. Guidance for preparing a Data Management Plan is provided below in the Appendix E of the FOA. Save this plan in a single file named "DMP.pdf" and click on "Add Optional Other Attachment" to attach.

s. Map of Storage Site
Applicants are required to submit a map of the storage site within the storage complex. Save this map in a single file named "MAP.pdf" and click on "Add Optional Other Attachment" to attach.

C. Post-Selection Information Requests

- Indirect cost information
- Other budget information
- Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 10 CFR 1040.5)
- Listing of Protected Data and Unlimited Rights Data, if applicable Representation of Limited Rights Data and Restricted Software, if applicable
- Updated Commitment Letters from Third Parties Contributing to Cost Share, if applicable
- Updated Environmental Questionnaire, if applicable
- Foreign National Involvement

D. Submission Dates and Times

Full Applications must be received no later than the time/dates provided on the cover page of this FOA. **APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.**

E. Intergovernmental Review

This program is not subject to Executive Order 12372 - Intergovernmental Review of Federal Programs.

F. Other Submission and Registration Requirements

i. Registration Process

There are several one-time actions before submitting an application in response to this FOA, and it is vital that applicants address these items as soon as possible. Some may take several weeks, and failure to complete them could interfere with an applicant's ability to apply to this FOA, or to meet the negotiation deadlines and receive an award if the application is selected. These requirements are provided immediately following the FOA cover page or modification summary, if applicable.

ii. Where to Submit

You cannot submit an application through Grants.gov unless you are registered. Please read the registration requirements carefully and start the process immediately. **Applications submitted via e-mail will not be accepted.**

Grants.gov applicants can apply online using Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different webforms within an application. For each funding opportunity announcement (FOA), you can create individual instances of a workspace.

Below is an overview of submitting an application using Workspace on Grants.gov. For access to complete instructions on how to apply for opportunities using Workspace, refer to: https://www.grants.gov/web/grants/applicants/workspace-overview.html

1) *Create a Workspace*: Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

2) *Complete a Workspace*: Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission. The Workspace progress bar will display the state of your application process as you apply. As you apply using Workspace, you may click the blue question mark icon near the upper-right corner of each page to access context-sensitive help.

a. *Adobe Reader*: If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at: https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html

b. *Mandatory Fields in Forms:* In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

c. *Complete SF-424 Fields First*: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS Number. Once it is completed, the information will transfer to the other forms.

3) *Submit a Workspace*: An application may be submitted through workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

4) *Track a Workspace Submission*: After successfully submitting a workspace application, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

For additional training resources, including video tutorials, refer to: https://www.grants.gov/web/grants/applicants/applicant-training.html

Applicant Support: Grants.gov provides applicants 24/7 support via the toll-free number 1-800-518-4726 and email at support@grants.gov. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist the DOE with tracking your issue and understanding background information on the issue.

iii. Full Application Proof of Timely Submissions

Proof of timely submission is automatically recorded by Grants.gov. An electronic date/time stamp is generated within the system when the application is successfully received by Grants.gov. The applicant with the AOR role who submitted the application will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of their application. The applicant with the AOR role will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission. The Grants.gov Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Please be patient and give the system time to process the application.

When DOE successfully retrieves the application from Grants.gov, and acknowledges the download of submissions, Grants.gov will provide an electronic acknowledgment of receipt of the application to the email address of the applicant with the AOR role who submitted the application. Again, proof of timely submission shall be the official date and time that Grants.gov receives your application. Applications received by Grants.gov after the established due date for the FOA will be considered non-compliant.

G. Funding Restrictions

Funding for all awards and future budget periods are contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

Costs must be allowable, allocable and reasonable in accordance with the applicable Federal cost principles referenced in 2 CFR part 200 as amended by 2 CFR part 910. The cost principles for commercial organizations/for-profit entities are in FAR Part

31.

H. Pre-Award Costs

Recipients may charge to an award resulting from this announcement pre-award costs that were incurred within the ninety (90) calendar day period immediately preceding the effective date of the award, if the costs are allowable in accordance with the applicable Federal cost principles referenced in 2 CFR part 200 as amended by 2 CFR part 910 [DOE Financial Assistance Regulation]. Recipients must obtain the prior approval of the contracting officer for any pre-award costs that are for periods greater than this 90-day calendar period.

Pre-award costs are incurred at the applicant's risk. DOE is under no obligation to reimburse such costs if for any reason the applicant does not receive an award or if the award is made for a lesser amount than the applicant expected.

I. Pre-Award Costs Related to National Environmental Policy Act (NEPA) Requirements

DOE's decision whether and how to distribute Federal funds under this FOA is subject to NEPA. Applicants should carefully consider and should seek legal counsel or other expert advice before taking any action related to the proposed project that would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE completing the NEPA review process.

DOE does not guarantee or assume any obligation to reimburse costs where the Prime Recipient incurred the costs prior to receiving written authorization from the Contracting Officer. If the applicant elects to undertake activities that may have an adverse effect on the environment or limit the choice of reasonable alternatives prior to receiving such written authorization from the Contracting Officer, the applicant is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Likewise, if a project is selected for negotiation of award, and the Prime Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing a NEPA review, the Prime Recipient is doing so at risk of not receiving Federal Funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

J. Performance of Work in the United States

The Recipient agrees that at least **75** percent of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the Department of Energy that the United States economic interest will be better served through a greater percentage of the work being performed outside of the United States
Applicants and prime recipients may request a waiver of this requirement. Applicants must include a written waiver request in the Full Application. Prime recipients must submit any waiver requests in writing to the DOE Contracting Officer for this FOA. The DOE Contracting Officer has discretion to waive this requirement if he/she determines that it will further the purposes of this FOA and is otherwise in the best interest of the Government. If you would like to request a waiver see Full Application Package in Section IV and Appendix.

K. Foreign Travel

If international travel is proposed for your project, please note that your organization must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between, or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

Travel to attend/present at a scientific/technical conference and/or consortium is permitted under this FOA only after obtaining prior written approval from the Contracting Officer.

L. Equipment and Supplies

To the greatest extent practicable, all equipment and supplies purchased with funds made available under this FOA should be American-made. This requirement does not apply to used or leased equipment.

Property disposition will be required at the end of a project if the current fair market value of property exceeds $5,000. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-Federal entities are set forth in 2 CFR 200.310 – 200.316.

V. Application Review Information

A. Review Criteria

i. Compliance/Responsiveness Review

Prior to a comprehensive merit evaluation, DOE will (1) perform a compliance review to determine that submissions are timely and the information required by the FOA has been submitted (form and content requirements); and (2) perform a responsiveness review to determine that the Applicant is eligible for an award and the proposed project is responsive to the objectives of the FOA. Applications that fail the compliance and responsiveness review will not be forwarded for merit review and will be eliminated from further consideration.

ii. Merit Review Criteria

The following evaluation criteria will be utilized by the Technical Evaluation Committee and Federal Merit Review Panel members in conducting their evaluations of applications subjected to comprehensive merit review.

Merit Review Criterion 1: Integrated Project State of Development (45%)
Factors to be Considered Under MRC 1

a. Degree to which the application sufficiently describes how the effort to date has justified that the project is economically attractive and publicly acceptable, including the criteria listed in the "Scenario Analysis" portion of Appendix F – Criteria to Determine the Project State of Development and evidence of interest from relevant parties (i.e., site land owner, pore space owners), including commitment letters.
b. Degree to which the application sufficiently defines and confirms the adequacy of the storage complex geology of the proposed site for injection of a minimum of 50 million metric tons of CO_2 within a 30-year period. The criteria are listed in the "Technical Subsurface Data Evaluation" section of Appendix F – Criteria to Determine the Project State of Development.
c. Degree to which the application sufficiently summarizes the process used in selecting the proposed site, including the criteria listed in the "Regional Analysis" section of Appendix F – Criteria to Determine the Project State of Development.
d. Degree to which the application sufficiently addresses the CO_2 source,

transport mechanism, and constituent breakdown of the CO_2 stream as summarized in the "CO_2 Technical Analysis" section of Appendix F – Criteria to Determine the Project State of Development and evidence of interest from CO_2 sources, including commitment letters.

e. Degree to which the application sufficiently addresses any potential issues with surrounding communities, rights of way, and overall development of the site as described in the "Stakeholder Analysis" section of Appendix F – Criteria to Determine the Project State of Development.

Merit Review Criterion 2: Scientific and Technical Merit (20%)
Factors to be Considered Under MRC 2

a. Depth and clarity of the discussion of the site characterization activities; 1) the degree to which the proposed work will properly characterize a safe, secure, commercial-scale CO_2 storage site(s) within a storage complex; and 2) the degree to which the applicant addresses all site characterization aspects needed for approval of a Class VI permit to construct and definition of storage site(s) within the greater storage complex. This should include a map of the proposed storage site(s) within the storage complex.
b. Depth, completeness and clarity of the discussion of all permitting requirements for the proposed site(s). This includes a summary of all agencies and a description of their oversight responsibilities, including any local, state, or federal permitting requirements and permissions (examples include local construction permits, state drilling and pipeline permits, UIC Class VI permit to construct, NEPA environmental impact approval, etc.).
c. Depth, completeness and clarity of the CO_2 Capture Assessment discussion to (1) sufficiently describe the business case(s) for facilitates installing commercial-scale capture system(s) on each of the identified sources; (2) define and confirm the adequacy and availability of the CO_2 source(s) for a minimum of 50 million metric tons of CO_2 within a 30 year period; (3) demonstrate that the proposed capture technology (ies) have reached at least a TRL 6 and have been tested on either flue gas from power or industrial-systems; and (4) show with clear, convincing evidence that the costs proposed for installing capture system(s) are reasonable.

Merit Review Criterion 3: Technical Approach and Understanding (20%) Factors to be Considered Under MRC 3

a. Degree to which the Objectives and scope of work in the SOPO address the Research Objective(s) defined in the FOA.
b. Degree to which the rationale for performing each task/subtask is described and explained within the context of the overall technical approach.
c. The soundness and logic of the relationships and sequencing among tasks/subtasks and likelihood of achieving the expected outcome of each task or subtask, based upon the clarity and completeness of the task or subtask description.
d. The likelihood of success of the proposed technical approach in addressing the research objectives of the FOA. This includes the degree to which the narrative addresses the practical aspects and feasibility of developing the carbon storage complex.
e. Quality and completeness of the discussion of the project risk assessment and mitigation strategies for all risks.
f. The adequacy and completeness of the Project Management Plan (PMP) in establishing baselines (technical scope, budget, schedule) and in managing project performance relative to those baselines; defining the actions that will be taken when these baselines must be revised.
g. Clarity and completeness of the proposed Data Management Plan to disseminate results of research to others (including the public) and to effectively manage data produced among the team members, while taking into consideration legal and regulatory challenges, including intellectual property.

Merit Review Criterion 4: Technical and Management Capabilities, Facilities and Resources (15%) Factors to be Considered Under MRC 4

a. The adequacy (quality, availability and appropriateness) of the facilities (excluding the proposed storage complex field site), and equipment to perform project tasks.
b. The degree, if any, that pre-existing data is provided to perform project tasks. The degree to which the application demonstrates access to any required data (i.e. commitment letters).
c. Evidence of interest from relevant parties including commitment letters from other team members and cost share contributors.
d. Availability of the project team and subcontractors to perform the project in the specified timeframe.
e. Degree to which the application provides clear, convincing evidence that the organizations and individuals included in the proposed team

are organized in an effective manner and possess the credentials, experience and capabilities necessary to successfully meet the objectives of the project.

f. Depth and clarity of the discussion of previous or current CCUS projects involving one or more of the proposed partners to demonstrate the experience of the partners, including evidence of past cooperation among various stakeholders to make CCUS a viable carbon management practice.

B. Other Selection Factors

i. Program Policy Factors

In addition to the above criteria, the Selection Official may consider the following program policy factors in determining which Full Applications to select for award negotiations:

- It may be desirable to select for award a project, or group of projects, that represent a diversity of technical approaches and methods under this FOA or the overall program.
- It may be desirable to support complementary and/or similar projects which, when taken together, will best achieve the program's research goals and objectives.
- It may be desirable that different kinds and sizes of organizations be selected for award to provide a balanced programmatic effort and a variety of technical perspectives under this FOA or the overall program.
- It may be desirable to select for award a project or group of projects with a broad or specific geographic distribution under this FOA or the overall program.
- It may be desirable to select a project, or group of projects, if such a selection will optimize use of available funds.
- It may be desirable to select a project, or group of projects, if such a selection presents lesser schedule risk, lesser budget risk, lesser technical risk, and/or lesser environmental risks.

C. Other Review Requirements

i. Risk Assessment

Prior to making a Federal award, the DOE is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information, such as SAM Exclusions and "Do Not Pay."

In addition, DOE evaluates the risk(s) posed by applicants before they receive Federal awards. This evaluation may consider: results of the evaluation of the applicant's eligibility; the quality of the application; financial stability; quality of management systems and ability to meet the management standards prescribed in this part; history of performance; reports and findings from audits; and the applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

In addition to this review, DOE must comply with the guidelines on government-wide suspension and debarment in 2 CFR 180, and must require non-Federal entities to comply with these provisions. These provisions restrict Federal awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

ii. Reporting Matters Related to Recipient Integrity and Performance

DOE, prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313).

The applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.

DOE will consider any written comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.205 - Federal awarding agency review of risk posed by applicants.

D. Review and Selection Process

i. Merit Review

Applications that pass the compliance/responsiveness review will be subjected to a merit review in accordance with the Merit Review Criteria listed in the FOA and the guidance provided in the "Department of Energy Merit Review Guide for Financial Assistance." This guide is available at

https://energy.gov/management/office-management/operational-management/financial-assistance.

ii. Selection

The Selection Official may consider the merit review, program policy factors, and the amount of funds available in arriving at selections for this FOA.

iii. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including but not limited to: (1) the budget is not appropriate or reasonable for the requirement; (2) only a portion of the application is selected for award; (3) the Government needs additional information to determine that the recipient is capable of complying with the requirements in 2 CFR part 200 as amended by 2 CFR part 910 [DOE Financial Assistance Regulation]; and/or (4) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the applicant.

VI. Award Administration Information

A. Notices

i. Ineligible Submissions

Ineligible Full Applications will not be further reviewed or considered for award. The Contracting Officer will send a notification letter by email to the technical and administrative points of contact designated by the applicant in Grants.gov. The notification letter will state the basis upon which the Full Application is ineligible and not considered for further review.

ii. Full Application Notifications

DOE will notify applicants of its determination via a notification letter by email to the technical and administrative points of contact designated by the applicant in Grants.gov. The notification letter will inform the applicant whether or not its Full Application was selected for award negotiations. Alternatively, DOE may notify one or more applicants that a final selection determination on particular Full Applications will be made at a later date, subject to the availability of funds or other factors.

1. Successful Applicants

Receipt of a notification letter selecting a Full Application for award negotiations does not authorize the applicant to commence performance of the project. If an application is selected for award negotiations, it is not a commitment by DOE to issue an award. Applicants do not receive an award until award negotiations are complete and the Contracting Officer executes the funding agreement, accessible by the Prime Recipient in FedConnect.

The award negotiation process may take up to 60 days. Applicants must designate a primary and a backup point-of-contact in Grants.gov with whom DOE will communicate to conduct award negotiations. The applicant must be responsive during award negotiations (i.e., provide requested documentation) and meet the negotiation deadlines. If the applicant fails to do so or if award negotiations are otherwise unsuccessful, DOE will cancel the award negotiations and rescind the Selection. DOE reserves the right to terminate award negotiations at any time for any reason.

Please refer to Section IV of the FOA for guidance on pre-award costs.

2. **Unsuccessful Applicants**
   DOE shall promptly notify in writing each applicant whose application has not been selected for negotiation or award. This notice will explain why the application was not selected.

3. **Alternate Selection Determinations**
   In some instances, an applicant may receive a notification that its application was not selected for award and DOE designated the application to be an alternate. As an alternate, DOE may consider the Full Application for Federal funding in the future. A notification letter stating the Full Application is designated as an alternate does not authorize the applicant to commence performance of the project. DOE may ultimately determine to select or not select the Full Application for award negotiations.

4. **Notice of Award**
   An Assistance Agreement issued by the Contracting Officer is the authorizing award document. It normally includes either as an attachment or by reference: (1) Special Terms and Conditions; (2) Applicable program regulations, if any; (3) Application, which includes the project description and budget, as approved by DOE; (4) 2 CFR part 200 as amended by 2 CFR part 910; (5) National Policy Assurances To Be Incorporated As Award Terms; (6) Budget Summary; (7) Federal Assistance Reporting Checklist and Instructions, which identifies the reporting requirements; (8) Intellectual Property; (9) Federal-wide Research Terms and Conditions; (10) Agency Specific Requirements; and (11) any award specific terms and conditions.

B. Administrative and National Policy Requirements

i. Award Administrative Requirements

The administrative requirements for DOE grants and cooperative agreements are contained in 2 CFR Part 200 as amended by 2 CFR Part 910.

DOE Special Terms and Conditions for Use in Most Grants and Cooperative Agreements. The DOE Special Terms and Conditions for Use in Most Grants and Cooperative Agreements are located at http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms under Award Terms.

National Policy Requirements. The National Policy Assurances that are

incorporated as a term and condition of award are located at: https://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms.

Intellectual Property Provisions. The standard DOE financial assistance intellectual property provisions applicable to the various types of recipients are located at: http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards.

ii. DUNS and SAM Requirements

Additional administrative requirements for DOE grants and cooperative agreements are contained in 2 CFR, Part 25 (See: http://www.eCFR.gov). Prime awardees must keep their data at the System for Award Management (SAM) current at http://www.sam.gov. Subawardees at all tiers must obtain DUNS numbers and provide the DUNS to the prime awardee before the subaward can be issued.

iii. Uniform Commercial Code (UCC) Financing Statements

Per 2 CFR 910.360 (Real Property and Equipment) when a piece of equipment is purchased by a for-profit recipient or subrecipient with Federal Funds (federal and/or non-federal), and when the Federal share of the financial assistance agreement is more than $1,000,000, the recipient or subrecipient must:

Properly record, and consent to the Department's ability to properly record if the recipient fails to do so, Uniform Commercial Code (UCC) financing statement(s) for all equipment in excess of $5,000 purchased with project funds. These financing statement(s) must be approved in writing by the contracting officer prior to the recording, and they shall provide notice that the Recipient's title to all equipment (not real property) purchased with Federal funds under the financial assistance agreement is conditional pursuant to the terms of this section, and that the Government retains an undivided reversionary interest in the equipment. The UCC financing statement(s) must be filed before the Contracting Officer may reimburse the recipient for the Federal share of the equipment unless otherwise provided for in the relevant financial assistance agreement. The recipient shall further make any amendments to the financing statements or additional recordings, including appropriate continuation statements, as necessary or as the contracting officer may direct.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs to be charged to the Federal award.

iv. Foreign National Access Under DOE ORDER 142.3A, "Unclassified Foreign Visits and Assignments Program"

All applicants selected for an award under this FOA may be required to provide information to the Department of Energy (DOE) in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs, and personnel. A foreign national is any person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law. If a selected applicant (including any of its subrecipients or subcontractors) anticipates involving foreign nationals in the performance of its award, the selected applicant may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. Access approval for foreign nationals from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism must receive final approval authority from the Secretary of Energy before they can commence any work under the award.

v. Statement of Substantial Involvement

Cooperative agreements will be awarded under this announcement. There will be substantial involvement between the DOE and the Recipient during performance of this Cooperative Agreement.

Recipient's Responsibilities. The Recipient is responsible for:

- Performing the activies supported by this award in accordance with the Project Management Plan, including providing the required personnel, facilities, equipment, supplies and services;
- Managing and controlling project activities in accordance with established processes and procedures to ensure tasks and subtasks are completed within schedule and budget constraints defined by the current Project Management Plan;
- Implementing an approach to identify, analyze, and respond to project risks that is commensurate with the complexity of the project;
- Defining and revising approaches and plans, submitting the plans to DOE for review, and incorporating DOE comments;
- Coordinating related project activities with subrecipients and external suppliers, including contractors, to ensure effective integration of all work elements;
- Collaborating with DOE funded projects such as the Regional Carbon Sequestration Partnerships, Regional Initiative to Accelerate CCUS

Deployment, Machine Learning Initiative, and National Risk Assessment Partnership (NRAP);

- Attending annual project review meetings and reporting project status;
- Participating in peer review evaluations of the project, or peer review evaluations of the program that their project supports;
- Submitting technical reports and publicly releasable documents that incorporate DOE comments; and
- Presenting the project results at appropriate technical conferences or meetings as directed by the DOE Project Officer.

DOE Responsibilities. DOE is responsible for:

- Reviewing in a timely manner project plans, including project management, testing and technology transfer plans, and recommending alternate approaches, if the plans do not address critical programmatic issues;
- Participating in project management planning activities, including risk analysis, to ensure DOE's program requirement or limitations are considered in performance of the work elements;
- Conducting annual project review meetings to ensure adequate progress and that the work accomplishes the program and project objectives. Recommending alternate approaches or shifting work emphasis, if needed;
- Provide technical input and oversight to ensure that project results address critical system and programmatic goals established by the DOE Office of Fossil Energy, in coordination with DOE's FE – Carbon Storage and FE – Carbon Capture program;
- Promoting and facilitating technology transfer activities, including disseminating program results through presentations and publications;
- Serving as scientific/technical liaison between awardees and other program or industry staff; and
- Reviewing and concurring with ongoing technical performance to ensure that adequate progress has been obtained within the current Budget Period authorized by DOE before work can commence on subsequent Budget Periods.

vi. Statement of Federal Stewardship

DOE will exercise normal Federal stewardship in overseeing the project activities performed under DOE Awards. Stewardship Activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing assistance and/or temporary intervention in usual circumstances to correct deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical

performance after project completion to ensure that the project objectives have been accomplished.

vii. Environmental Review in Accordance with National Environmental Policy Act (NEPA)

DOE's decision whether and how to distribute federal funds under this FOA is subject to the National Environmental Policy Act (42 USC 4321, *et seq.*). NEPA requires Federal agencies to integrate environmental values into their decision-making processes by considering the potential environmental impacts of their proposed actions. For additional background on NEPA, please see DOE's NEPA website, at http://nepa.energy.gov/.

While NEPA compliance is a Federal agency responsibility and the ultimate decisions remain with the Federal agency, all recipients selected for an award will be required to assist in the timely and effective completion of the NEPA process in the manner most pertinent to their proposed project. If DOE determines certain records must be prepared to complete the NEPA review process (e.g., biological evaluations or environmental assessments), the costs to prepare the necessary records may be included as part of the project costs.

viii. Conference Spending

The recipient shall not expend **any** funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

ix. Indemnity

Awards resulting from this FOA will contain the following provision reminding Recipients of DOE's rights of indemnification.

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees,

or to the extent such liability may be covered by applicable allowable costs provisions."]"

x. Go/No-Go Review

Each project selected under this FOA will be subject to a periodic project evaluation referred to as a Go/No-Go Review. Federal funding beyond the Go/No Go decision point (continuation funding), is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) meeting the objectives, milestones, deliverables, and decision point criteria of recipient's approved project and obtaining approval from DOE to continue work on the project; and (3) the submittal of required reports in accordance with the Statement of Project Objectives.

As a result of the Go/No Go Review, DOE may, at its discretion, authorize the following actions: (1) continue to fund the project, contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) recommend redirection of work under the project; (3) place a hold on federal funding for the project, pending further supporting data or funding; or (4) discontinue funding the project because of insufficient progress, change in strategic direction, or lack of funding.

The Go/No-Go decision is distinct from a non-compliance determination. In the event a recipient fails to comply with the requirements of an award, DOE may take appropriate action, including but not limited to, redirecting, suspending or terminating the award.

C. REPORTING

i. Reporting Requirements

Reporting requirements are identified on the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2, attached to the award agreement. A sample checklist is available at: https://www.netl.doe.gov/sites/default/files/netl-file/4600.2-FE.pdf.

ii. Subaward and Executive Reporting

Prime Recipients awarded a new Federal financial assistance award greater than or equal to $25,000 as of October 1, 2010 are subject to Federal Funding and Transparency Act of 2006 (FFATA) sub-award reporting requirements as outlined in 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime awardees must register with the new FSRS database and report the required data on their first tier subawardees/subrecipient at http://www.fsrs.gov.

Prime awardees must report the executive compensation for their own executives as part of their registration profile in the System for Award Management (SAM). The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

Applicants must ensure they have the necessary processes and systems in place to comply with the reporting requirements should they receive funding.

D. Applicant Representations and Certifications

i. Lobbying Restrictions

By accepting funds under this award, the Prime Recipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. §1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

ii. Nondisclosure and Confidentiality Agreements Representations

In submitting an application in response to this FOA the applicant represents that:

It **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

It **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

(1) *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*
The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(2) Notwithstanding the provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

VII. Questions/Agency Contacts

A. QUESTIONS

Questions regarding the **content of the funding opportunity announcement** must be submitted through the FedConnect portal. You must register with FedConnect to respond as an interested party to submit questions, and to view responses to questions. It is recommended that you register as soon after release of the FOA as possible to have the benefit of all responses. Applicants are encouraged to review previously issued Questions and Answers prior to the submission of questions. DOE/NNSA will try to respond to a question within 3 business days, unless a similar question and answer have already been posted on the website. Please be as specific as possible when asking questions to ensure that questions will be adequately addressed. Failure to be specific with a question, may result in additional time to address the question or require further correspondence for further clarification regarding the submitted questions.

Questions and comments concerning this FOA shall be submitted not later than **3** business days prior to the application due date. Questions submitted after that date may not allow the Government sufficient time to respond.

Questions relating to the **registration process, system requirements, how an application form works**, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov. DOE/NNSA cannot answer these questions.

B. AGENCY CONTACT

Name:	Carla Winaught
E-mail:	carla.winaught@netl.doe.gov

VIII. Other Information

A. Modifications

Notices of any modifications to this FOA will be posted on Grants.gov and the FedConnect portal. You can receive an email when a modification or an announcement message is posted by registering with FedConnect as an interested party for this FOA. It is recommended that you register as soon after release of the FOA as possible to ensure you receive timely notice of any modifications or other announcements.

B. Government Right to Reject or Negotiate

DOE reserves the right, without qualification, to reject any or all applications received in response to this FOA and to select any application, in whole or in part, as a basis for negotiation and/or award.

C. Commitment of Public Funds

The Contracting Officer is the only individual who can make awards or commit the Government to the expenditure of public funds. A commitment by anyone other than the Contracting Officer, either express or implied, is invalid.

Funding for all awards and future budget periods are contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

D. Treatment of Application Information

DOE will only use data and other information contained in applications for evaluation purposes, unless such information is generally available to the public or is already the property of the Government.

Applicants should not include trade secrets or commercial or financial information that is privileged or confidential in their application unless such information is necessary to convey an understanding of the proposed project or to comply with a requirement in the FOA. Applications containing trade secrets or commercial or financial information that is privileged or confidential, which the applicant does not want disclosed to the public or used by the Government for any purpose other than application evaluation, must be marked as described in this section.

The cover sheet of the application must be marked as follows and identify the specific pages containing trade secrets or commercial or financial information that is privileged or confidential:

Notice of Restriction on Disclosure and Use of Data:

Pages [**list applicable pages**] of this document may contain trade secrets or commercial or financial information that is privileged or confidential and is exempt from public disclosure. Such information shall be used or disclosed only for evaluation purposes or in accordance with a financial assistance or loan agreement between the submitter and the Government. The Government may use or disclose any information that is not appropriately marked or otherwise restricted, regardless of source. [End of Notice]

The header and footer of every page that contains trade secrets or commercial or financial information that is privileged must be marked as follows: "May contain trade secrets or commercial or financial information that is privileged or confidential and exempt from public disclosure."

In addition, each line or paragraph containing trade secrets or commercial or financial information that is privileged or confidential must be enclosed in brackets.

The above markings enable DOE to follow the provisions of 10 CFR 1004.11(d) in the event a Freedom of Information Act (FOIA) request is received for information submitted with an application. Failure to comply with these marking requirements may result in the disclosure of the unmarked information under a FOIA request or otherwise. The U.S. Government is not liable for the disclosure or use of unmarked information and may use or disclose such information for any purpose.

Subject to the specific FOIA exemptions identified in 5 U.S.C. 552(b), all information submitted to DOE by a FOA applicant is subject to public release under the Freedom of Information Act, 5 U.S.C. §552, as amended by the OPEN Government Act of 2007, Pub. L. No. 110-175. It is the applicant's responsibility to review FOIA and its exemptions to understand (1) what information may be subject to public disclosure and (2) what information applicants submit to the Government that are protected by law. In some cases, DOE may be unable to make an independent determination regarding which information submitted by an applicant is releasable and which is protected by an exemption. In such cases, DOE will consult with the applicant, in accordance with 10 C.F.R. §1004.11, to solicit the applicant's views on how the information should be treated.

Applicants shall <u>not</u> identify the entire Project Narrative as exempt from public disclosure.

E. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal

personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a non-disclosure agreement.

F. Intellectual Property Developed Under This Program

Patent Rights: The government will have certain statutory rights in an invention that is conceived or first actually reduced to practice under a DOE award. 42 U.S.C. 5908 provides that title to such inventions vests in the United States, except where 35 U.S.C. 202 provides otherwise for nonprofit organizations or small business firms. However, the Secretary of Energy may waive all or any part of the rights of the United States subject to certain conditions.

Class Patent Waiver: **Pursuant to 10 CFR Part 784, the DOE's Office of Fossil Energy has issued a class patent waiver that applies to this FOA.** Under this class waiver, any entity other than a domestic small business firm or domestic nonprofit organization may elect title to their subject inventions similar to the right provided to domestic small business firms and domestic nonprofit organization by law (see below). In order to avail itself of the class waiver, such an entity must agree, among other things, that any products embodying or produced through the use of a subject invention (first created or reduced to practice under this program) will be substantially manufactured in the United States, unless DOE agrees otherwise.

Right to Request Patent Waiver: If a selected entity does not want to participate in the Class Patent Waiver, it may request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of an agreement as a result of this announcement, in advance of or within 30 days after the effective date of the award. Even if such advance waiver is not requested or the request is denied, the recipient will have a continuing right under the award to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the award. Any patent waiver that may be granted is subject to certain terms and conditions in 10 CFR 784 see http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-technology-transf-1 for further information.

Domestic small businesses and domestic nonprofit organizations: Domestic small businesses and domestic nonprofit organizations will receive the patent rights clause at 37 CFR 401.14, i.e., the implementation of the Bayh-Dole Act. This clause permits domestic small business and domestic nonprofit organizations to retain title to

subject inventions. Therefore, small businesses and nonprofit organizations do not need to request a patent waiver.

Rights in Technical Data: Normally, the government has unlimited rights in technical data created under a DOE agreement. Delivery or third-party licensing of proprietary software or data developed solely at private expense will not normally be required except as specifically negotiated in a particular agreement to satisfy DOE's own needs or to insure the commercialization of technology developed under a DOE agreement.

G. Program Covered Under Special Protected Data Statute (December 2014)

This program is covered by a special protected data statute. The provisions of the statute provide for the protection from public disclosure, **for a period of up to three (3) years from the development of the information,** of data that would be trade secret, or commercial or financial information that is privileged or confidential, if the information had been obtained from a non-Federal party. Generally, the provision entitled, Rights in Data--Programs Covered Under Special Protected Data Statutes (Item 4 under 2 CFR 910 Appendix A to Subpart D), would apply to an award made under this announcement. This provision will identify data or categories of data first produced in the performance of the award that will be made available to the public, notwithstanding the statutory authority to withhold data from public dissemination and will also identify data that will be recognized by the parties as protected data. Any entity receiving an award or subaward under this announcement has the right to opt out of such data protection.

H. Notice Regarding Eligible/Ineligible Activities

Eligible activities under this program include those which describe and promote the understanding of scientific and technical aspects of specific energy technologies, but not those which encourage or support political activities such as the collection and dissemination of information related to potential, planned or pending legislation.

I. Notice of Right to Conduct a Review of Financial Capability

DOE reserves the right to conduct an independent third-party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

J. Notice of Potential Disclosure Under Freedom of Information Act (FOIA)

Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award.

K. Requirement for Full and Complete Disclosure

Applicants are required to make a full and complete disclosure of all information requested. Any failure to make a full and complete disclosure of the requested information may result in:

- The termination of award negotiations;
- The modification, suspension, and/or termination of a funding agreement;
- The initiation of debarment proceedings, debarment, and/or a declaration of ineligibility for receipt of Federal contracts, subcontracts, and financial assistance and benefits; and
- Civil and/or criminal penalties.

L. Retention of Submissions

DOE expects to retain copies of all submissions. No submissions will be returned. By applying to DOE for funding, applicants consent to DOE's retention of their submissions.

M. Protected Personally Identifiable Information

In responding to this FOA, applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the application documents. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual.

This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

1. Public PII: PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last

name, address, work telephone number, email address, home telephone number, and general education credentials.

2. Protected PII: PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Listed below are examples of Protected PII that applicants must not include in the application files listed above to be evaluated by the Merit Review Committee. This list is not all inclusive.

- Social Security Numbers in any form
- Place of Birth associated with an individual
- Date of Birth associated with an individual
- Mother's maiden name associated with an individual
- Biometric record associated with an individual
- Fingerprint
- Iris scan
- DNA
- Medical history information associated with an individual
- Medical conditions, including history of disease
- Metric information, e.g. weight, height, blood pressure
- Criminal history associated with an individual
- Employment history and other employment information associated with an individual
- Ratings
- Disciplinary actions
- Performance elements and standards (or work expectations) are PII when they are so intertwined with performance appraisals that their disclosure would reveal an individual's performance appraisal
- Financial information associated with an individual
- Credit card numbers
- Bank account numbers
- Security clearance history or related information (not including actual clearances held)

N. Annual Compliance Audits

If an institution of higher education, non-profit organization, or state/local government is a Prime Recipient or Subrecipient and has expended $750,000 or more of Federal funds during the non-Federal entity's fiscal year, then a single or program-specific audit is required. For additional information, please refer to 2 C.F.R. § 200.501 and Subpart F.

If a for-profit entity is a Prime Recipient and has expended $750,000 or more of DOE funds during the entity's fiscal year, an annual compliance audit performed by an independent auditor is required. For additional information, please refer to 2 C.F.R. § 910.501 and Subpart F.

Applicants and sub-recipients (if applicable) should propose sufficient costs in the project budget to cover the costs associated with the audit. DOE will share in the cost of the audit at its applicable cost share ratio.

O. Accounting System

If your application is selected for negotiation toward award, you should have an accounting system that meets government standards for recording and collecting costs. Reference 2 CFR 200 Subpart D for the applicable standards. If you have not had prior government awards or a recent accounting system review, DOE may request that the Defense Contract Audit Agency (DCAA) or an independent auditor verify that the accounting system is acceptable. A resulting award may contain a Term and Condition that prohibits DOE reimbursement until the system is deemed acceptable.

P. Indirect Rates

Potential recipients and major sub-recipients will need to demonstrate how indirect rates are developed using an acceptable government methodology or current rate agreement. The Prime Recipient and major sub-recipients may be subject to a DCAA or independent auditor indirect rate review if there has not been a certified rate audit within the previous twelve months. Additionally, annual indirect cost reconciliations are required, as applicable.

IX. Appendices

Appendix A – Cost Share Information

Cost Sharing or Cost Matching

The terms "cost sharing" and "cost matching" are often used synonymously. Even the DOE Financial Assistance Regulations, 2 CFR 200.306, use both of the terms in the titles specific to regulations applicable to cost sharing. DOE almost always uses the term "cost sharing," as it conveys the concept that non-federal share is calculated as a percentage of the Total Project Cost. An exception is the State Energy Program Regulation, 10 CFR 420.12, State Matching Contribution. Here "cost matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost.

How Cost Sharing Is Calculated

As stated above, cost sharing is calculated as a percentage of the Total Project Cost. FFRDC/NL costs must be included in Total Project Costs.

The following is an example of how to calculate cost sharing amounts for a project with $1,000,000 in federal funds with a minimum 20% non-federal cost sharing requirement:

- Formula: Federal share ($) divided by Federal share (%) = Total Project Cost
  Example: $1,000,000 divided by 80% = $1,250,000

- Formula: Total Project Cost ($) minus Federal share ($) = Non-federal share ($)
  Example: $1,250,000 minus $1,000,000 = $250,000

- Formula: Non-federal share ($) divided by Total Project Cost ($) = Non-federal share (%)
  Example: $250,000 divided by $1,250,000 = 20%

What Qualifies For Cost Sharing

While it is not possible to explain what specifically qualifies for cost sharing in one or even a couple of sentences, in general, if a cost is allowable under the cost principles applicable to the organization incurring the cost and is eligible for reimbursement under an DOE grant or cooperative agreement, then it is allowable as cost share. Conversely, if the cost is not allowable under the cost principles and not eligible for reimbursement, then it is not allowable as cost share. In addition, costs may not be counted as cost share if they are paid by the Federal Government under another award unless authorized by Federal statute to be used for cost sharing.

The rules associated with what is allowable as cost share are specific to the type of organization that is receiving funds under the grant or cooperative agreement, though are generally the same for all types of entities. The specific rules applicable to:

- FAR Part 31 for For-Profit entities, (48 CFR Part 31); and
- 2 CFR Part 200 Subpart E - Cost Principles for all other non-federal entities.

In addition to the regulations referenced above, other factors may also come into play such as timing of donations and length of the project period. For example, the value of ten years of donated maintenance on a project that has a project period of five years would not be fully allowable as cost share. Only the value for the five years of donated maintenance that corresponds to the project period is allowable and may be counted as cost share.

Additionally, DOE generally does not allow pre-award costs for either cost share or reimbursement when these costs precede the signing of the appropriation bill that funds the award. In the case of a competitive award, DOE generally does not allow pre-award costs prior to the signing of the Selection Statement by the DOE Selection Official.

DOE Financial Assistance Rules 2 CFR Part 200 as amended by 2 CFR Part 910

As stated above, the rules associated with what is allowable cost share are generally the same for all types of organizations. Following are the rules found to be common, but again, the specifics are contained in the regulations and cost principles specific to the type of entity:

(A) Acceptable contributions. All contributions, including cash contributions and third party in-kind contributions, must be accepted as part of the Prime Recipient's cost sharing if such contributions meet all of the following criteria:

(1) They are verifiable from the recipient's records.

(2) They are not included as contributions for any other federally-assisted project or program.

(3) They are necessary and reasonable for the proper and efficient accomplishment of project or program objectives.

(4) They are allowable under the cost principles applicable to the type of entity incurring the cost as follows:

a. For-profit organizations. Allowability of costs incurred by for-profit organizations and those nonprofit organizations listed in Attachment C to OMB Circular A–122 is determined in accordance with the for-profit cost principles in 48 CFR Part 31 in the Federal Acquisition Regulation, except that patent prosecution costs are not allowable unless specifically authorized in the award document. (v)

Commercial Organizations. FAR Subpart 31.2—Contracts with Commercial Organizations

b. Other types of organizations. For all other non-federal entities, allowability of costs is determined in accordance with 2 CFR Part 200 Subpart E.

(5) They are not paid by the Federal Government under another award unless authorized by Federal statute to be used for cost sharing or matching.

(6) They are provided for in the approved budget.

(B) Valuing and documenting contributions

(1) Valuing recipient's property or services of recipient's employees. Values are established in accordance with the applicable cost principles, which mean that amounts chargeable to the project are determined on the basis of costs incurred. For real property or equipment used on the project, the cost principles authorize depreciation or use charges. The full value of the item may be applied when the item will be consumed in the performance of the award or fully depreciated by the end of the award. In cases where the full value of a donated capital asset is to be applied as cost sharing or matching, that full value must be the lesser or the following:

a. The certified value of the remaining life of the property recorded in the recipient's accounting records at the time of donation; or
b. The current fair market value. If there is sufficient justification, the Contracting Officer may approve the use of the current fair market value of the donated property, even if it exceeds the certified value at the time of donation to the project. The Contracting Officer may accept the use of any reasonable basis for determining the fair market value of the property.

(2) Valuing services of others' employees. If an employer other than the recipient furnishes the services of an employee, those services are valued at the employee's regular rate of pay, provided these services are for the same skill level for which the employee is normally paid.

(3) Valuing volunteer services. Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services must be consistent with those paid for similar work in the recipient's organization. In those markets in which the required skills are not found in the recipient organization, rates must be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(4) Valuing property donated by third parties.

a. Donated supplies may include such items as office supplies or laboratory supplies. Value assessed to donated supplies included in the cost sharing or matching share must be reasonable and must not exceed the fair market value of the property at the time of the donation.

b. Normally only depreciation or use charges for equipment and buildings may be applied. However, the fair rental charges for land and the full value of equipment or other capital assets may be allowed, when they will be consumed in the performance of the award or fully depreciated by the end of the award, provided that the Contracting Officer has approved the charges. When use charges are applied, values must be determined in accordance with the usual accounting policies of the recipient, with the following qualifications:

i. The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.
ii. The value of loaned equipment must not exceed its fair rental value.

(5) Documentation. The following requirements pertain to the recipient's supporting records for in-kind contributions from third parties:

a. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its own employees.

b. The basis for determining the valuation for personal services and property must be documented.

Appendix B – Waiver Requests: Foreign Entity Participation as the Prime Recipient and Performance of Work in the United States

1. Waiver for Foreign Entity Participation as the Prime Recipient

As set forth in Section III, all Prime Recipients receiving funding under this FOA must be incorporated (or otherwise formed) under the laws of a State or territory of the United States. To request a waiver of this requirement, an applicant must submit an explicit waiver request in the Full Application.

Overall, the applicant must demonstrate to the satisfaction of DOE that it would further the purposes of this FOA and is otherwise in the economic interests of the United States to have a foreign entity serve as the Prime Recipient. A request to waive the *Foreign Entity Participation as the Prime Recipient* requirement must include the following:

- Entity name;
- The rationale for proposing a foreign entity to serve as the Prime Recipient;
- Country of incorporation;
- A description of the project's anticipated contributions to the US economy;
    - How the project will benefit U.S. research, development and manufacturing, including contributions to employment in the U.S. and growth in new markets and jobs in the U.S.;
    - How the project will promote domestic American manufacturing of products and/or services;
- A description of how the foreign entity's participation as the Prime Recipient is essential to the project;
- A description of the likelihood of Intellectual Property (IP) being created from the work and the treatment of any such IP;
- Countries where the work will be performed (Note: if any work is proposed to be conducted outside the U.S., the applicant must also complete a separate request for waiver of the Performance of Work in the United States requirement).

DOE may require additional information before considering the waiver request.

The applicant does not have the right to appeal DOE's decision concerning a waiver request.

2. Waiver for Performance of Work in the United States

As set forth in Section IV, all work under DOE funding agreements must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment, so a waiver is not required for foreign purchases of these items. However, the Prime Recipient should make every effort to purchase supplies and equipment within the United States. There

may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the applicant must submit an explicit waiver request in the Full Application. A separate waiver request must be submitted for each entity proposing performance of work outside of the United States.

Overall, a waiver request must demonstrate to the satisfaction of DOE that it would further the purposes of this FOA and is otherwise in the economic interests of the United States to perform work outside of the United States. A request to waive the *Performance of Work in the United States* requirement must include the following:

- The rationale for performing the work outside the U.S. ("foreign work");
- A description of the work and the percentage of the direct labor (including subrecipients) proposed to be performed outside the U.S.;
- An explanation as to how the foreign work is essential to the project;
- A description of the anticipated benefits to be realized by the proposed foreign work and the anticipated contributions to the US economy;
    - The associated benefits to be realized and the contribution to the project from the foreign work;
    - How the foreign work will benefit U.S. research, development and manufacturing, including contributions to employment in the U.S. and growth in new markets and jobs in the U.S.;
    - How the foreign work will promote domestic American manufacturing of products and/or services;
- A description of the likelihood of Intellectual Property (IP) being created from the foreign work and the treatment of any such IP;
- The total estimated cost (DOE and Recipient cost share) of the proposed foreign work;
- The countries in which the foreign work is proposed to be performed; and
- The name of the entity that would perform the foreign work, by country (if more than one foreign country is proposed).

DOE may require additional information before considering the waiver request.

The applicant does not have the right to appeal DOE's decision concerning a waiver request.

Appendix C – Statement of Project Objectives Template

STATEMENT OF PROJECT OBJECTIVES
Title of Project
(Insert the title of the work to be performed. Be concise and descriptive)

This should be a standalone document that states the work to be conducted and should not include any proprietary/confidential information.

A. OBJECTIVES

Include one paragraph on the overall objective(s) of the work. Note: if the project will be performed in phases, include specific objective(s) for each phase of the work.

B. SCOPE OF WORK

This section should not exceed one-half page and should summarize the effort and approach to achieve the objective(s) of the work. Note: if the project will be performed in phases, includes specific scope statement(s) for each phase.

C. TASKS TO BE PERFORMED

This section provides a brief summary of the planned approach to this project. Tasks/subtasks, concisely written, should be provided in a logical sequence and should be divided into the phases of the project, as appropriate. In writing the Statement of Project Objectives (SOPO), avoid 1) the use of proper nouns to minimize SOPO modifications in the event of changes to the project team, facilities, etc.; 2) figures and equations; 3) references to other documents and publications; and 4) details about past work and discussion of technical background (which should be covered elsewhere in the application narrative).

Task 1.0 - Project Management and Planning (REQUIRED; APPLICANT INSERT THE LANGUAGE PROVIDED BELOW IN QUOTES)

"Subtask 1.1 – Project Management Plan
The Recipient shall manage and direct the project in accordance with a Project Management Plan to meet all technical, schedule and budget objectives and requirements. The Recipient will coordinate activities in order to effectively accomplish the work. The Recipient will ensure that project plans, results, and decisions are appropriately documented and project reporting and briefing requirements are satisfied.

The Recipient shall update the Project Management Plan 30 days after award and as necessary throughout the project to accurately reflect the current status of the project. Examples of when it may be appropriate to update the Project Management

Plan include: (a) project management policy and procedural changes; (b) changes to the technical, cost, and/or schedule baseline for the project; (c) significant changes in scope, methods, or approaches; or (d) as otherwise required to ensure that the plan is the appropriate governing document for the work required to accomplish the project objectives.

Management of project risks will occur in accordance with the risk management methodology delineated in the Project Management Plan in order to identify, assess, monitor and mitigate technical uncertainties as well as schedule, budgetary and environmental risks associated with all aspects of the project. The results and status of the risk management process will be presented during project reviews and in quarterly progress reports with emphasis placed on the medium- and high-risk items."

"Subtask 1.2 – Data Management Plan
The Recipient shall update the Data Management Plan (DMP) as necessary and maintain throughout the project."

"Subtask 1.3 – Technology Maturation Plan
The Recipient shall develop a Technology Maturation Plan (TMP) that describes the current technology readiness level (TRL) of the proposed capture technology/technologies, relates the proposed project work to maturation of the proposed capture technology, and describes known post-project work necessary to further increase the capture technology TRL level."

Task 2.0 – National Environmental Protection Act (NEPA) (REQUIRED; APPLICANT INSERT THE LANGUAGE PROVIDED BELOW IN QUOTES)

"The recipient will perform all work elements required to obtain a NEPA determination for the proposed site(s) and support the required NEPA review process."

"Subtask 2.1 - Preparation and Submission of an Environmental Information Volume (EIV)
The recipient will complete an EIV to assess any NEPA-related issues at the chosen site(s). The purpose of the EIV, http://netl.doe.gov/File%20Library/Business/forms/451_1-1-6.pdf, is to initiate analysis of the chosen capture, transportation and storage site(s) from a NEPA perspective. The completed EIV will provide all initial environmental data and details about the proposed actions to take place through the post injection site care period."

"Subtask 2.2 - Preparation and Submission of NEPA Documentation
Following NEPA's review of the EIV, the recipient will work on the documentation required for the probable NEPA class of action (Categorical Exclusions,

Environmental Assessment or Environmental Impact Statement). The recommended documentation will be submitted to NEPA."

APPLICANT continue with tasks/sub-tasks as necessary. If the project is structured in Phases, clearly delineate which tasks/subtasks are in each Phase. A separate Task should be included for the CO_2 Capture Assessment.

D. DELIVERABLES (Required: Applicant insert the Language provided below in quotes and continue to complete.)

"The periodic and final reports shall be submitted in accordance with the Federal Assistance Reporting Checklist and the instructions accompanying the checklist. In addition to the reports specified in the "Federal Assistance Reporting Checklist", the Recipient must provide the following to the NETL Project Manager (identified in Block 15 of the Assistance Agreement as the Program Manager)**."**

"A catalog of geologic materials/samples collected under the project must be developed and maintained throughout the project. Throughout the life of the project, the Recipient must provide DOE to physical access to available materials/samples upon request ensuring this request does not impede ongoing or planned investigations. If the Recipient does not wish to retain the materials/samples, then the Recipient must offer DOE the opportunity to obtain possession of available materials/samples before the materials/samples are disposed."

"Data generated as a result of this project shall be submitted by the Recipient to NETL's Energy Data Xchange (EDX), https://edx.netl.doe.gov/ by the end of the project. The types of data and the rights and protections of such data will be determined during the award negotiation process at the discretion of the PI, Project Manager, and CS. The determination will be assisted by the initial submission of the DMP. The DMP should be updated to reflect the agreed upon data and timing to be submitted to EDX. Data includes but is not limited to: 1) datasets and files, 2) metadata, 3) software/tools, and 4) articles developed as part of this project."

Task / Subtask Number	Deliverable Title	Due Date
1.1	**Project Management Plan**	**Update due 30 days after award. Revisions to the PMP shall be submitted as requested by the NETL Project Manager.**
1.3	**Carbon Capture Technology (ies) Maturation Plan (TMP)**	***Applicant to Complete Due Date***

2.1	**Environmental Information Volume**	**6 months after award.**
2.2	**NEPA Documentation**	**12 months after award.**
X.x	**Application for Underground Injection Control Class VI Permit to Construct**	**At the end of Budget Period 1.**
X.x	***CO_2 Capture Feasibility Assessment (Refer to Appendix H for requirements)**	***Applicant to Complete Due Date***
X.x	**Geologic Cataolog of Materials**	**At the end of each project year.**

* Note: Applicants do not need to complete the CO_2 Capture Assessment if all of the following conditions are met: 1) If the applicant has already received an award under DE-FOA-0002058 AND 2) If the source of that FEED project will be the ONLY source assessed for this FOA.

APPLICANT continue to identify deliverables (other than those identified on the "Federal Assistance Reporting Checklist") that will be delivered using the format provided in the table above. Ensure the delivery date to NETL is also identified. For examples: Delivery to NETL X months after completion of task/subtask X.

NOTE: If the application is selected for award, DOE may require the Recipient to include additional deliverables, provided that such deliverables are consistent with the budget, schedule, and scope of the project.

E. BRIEFINGS/TECHNICAL PRESENTATIONS (Required: Applicant insert the language provided below in quotes and continue to complete.)

"The Recipient shall prepare detailed briefings for presentation to the NETL Project Manager at their facility located in Pittsburgh, PA, Morgantown, WV, Albany, OR, or via WebEx. The Recipient shall make a presentation to the NETL Project Manager at a project kick-off meeting held within ninety (90) days of the project start date. At a minimum, annual briefings shall also be given by the Recipient to explain the plans, progress, and results of the technical effort and a final project briefing at the close of the project shall also be given."

At the Applicant's discretion, other briefings/presentations may be added to Section E of the SOPO.

NOTE: If the application is selected for award, DOE may require the Recipient to include additional briefings/presentations, provided that such briefings/presentations are consistent with the budget, schedule, and scope of the project.

Appendix D – Project Management Plan Template

The Applicant's Project Management Plan (PMP) is an approved document that defines how the Applicant will execute, monitor, and control the project to accomplish the objectives. The specific contents, level of detail, and inclusion of subsidiary planning documents are tailored according to the needs of the project. Consequently, every PMP will be different based on the risk, visibility, and/or complexity of the project and the Recipient's established processes, procedures, and systems.

Title Page:

PROJECT MANAGEMENT PLAN

{Insert Project Title}

{Date Prepared}

SUBMITTED BY
{Organization Name}
{Organization Address}
{City, State, Zip Code}

PRINCIPAL INVESTIGATOR
{Name}
{Phone Number}
{E-mail}

SUBMITTED TO
U.S. Department of Energy
National Energy Technology Laboratory

This plan should be formatted to include the following sections with each section to include the information as described below:

A. Executive Summary: Provide a description of the project that includes the objective, project goals, and expected results. For purposes of the application, this information is included in the Project Narrative and should be simply copied to this document for completeness, so that the Project Management Plan is a stand-alone document.

B. Project Organization and Structure: Provide the following information in this section:

- Organizational Chart(s): Include a complete project organizational chart and sub-organization charts (if applicable), accompanied by a discussion of how the

organizational structure will facilitate the performance of the Tasks and achievement of the objectives described in the SOPO within the time frame specified in the application.

- Roles and Responsibilities of Participants: Provide a discussion of key project team members, and the capacity in which each team member will assist in achieving the overall objective(s) of the proposed project. For multi-organizational or multi-investigator projects, describe the roles to be performed by each participant/investigator within the context of the Task/subtask structure contained in the SOPO. Include descriptions of any business agreements or intellectual property issues between the applicant and other members of the project team, and how these agreements will be integrated and managed.
- Decision-making and Communication Strategy: Provide a discussion of how communication and decision-making will occur within the context of the organizational structure, with particular emphasis on scientific/technical direction and mechanisms for controlling project scope, cost, and schedule. Include a discussion of how the project team will communicate with DOE and external stakeholders during the performance of the project.
- Management Capabilities: Provide information relevant to the capabilities and experience of the PI and key project team members in managing technical projects of similar nature and complexity. If applicable, include examples that demonstrate the ability to successfully meet research objectives within scope, budget and schedule.

C. Risk Management Plan: Provide a summary description of the proposed approach to identify, analyze, and respond to perceived risks associated with the proposed project. Project risk events are uncertain future events that, if realized, impact the success of the project. Risk is inherent to all projects regardless of complexity, cost, or visibility. An effective Risk Management Plan will identify perceived risks and explain mitigation strategies for each risk. At a minimum, the Risk Management Plan shall include the initial identification of significant financial, cost/schedule, technical/scope, management, planning and oversight, ES&H, external factors, and management issues that have the potential to impede project progress and strategies to minimize impacts from those issues.

The following table format is provided but is not required:

Perceived Risks and Mitigation Strategies

Perceived Risk	Risk Rating			Mitigation/Response Strategy
	Probability	Impact	Overall	
	(Low, Med, High)			
Financial Risks:				
Cost/Schedule Risks:				

Technical/Scope Risks:				
Management, Planning, and Oversight Risks:				
ES&H Risks:				
External Factor Risks:				

D. Milestone Log: Provide milestones for each budget period of the project. Each milestone should be linked to a specific Task or Subtask and include a title, planned completion date, and a description of the method/process/measure used to verify completion. Milestones should be quantitative and show progress toward budget period and/or project goals. Conversely, periodic, mandatory progress reports are not considered to be Milestones.

Milestones are presumed to lie on the critical path of the project, i.e., unless all milestones are achieved, the Objectives as defined in the SOPO cannot be met completely. Applicants must provide at least two milestones per year throughout the course of the project.

Milestone Format

Task/ Subtask	Milestone Title & Description	Planned Completion Date	Verification method

[Note: During project performance, the Recipient will report the Milestone Status as part of the required quarterly progress report as prescribed under the Federal Assistance Reporting Checklist. The Milestone Status will present actual performance in comparison with Planned Milestones, and include:

(1) the actual status and progress of the project,
(2) specific progress made toward achieving the project's milestones, and,
(3) any proposed changes in the project's schedule required to complete milestones.]

E. Costing Profile: Provide a table (the Spend Plan) that projects the expenditures of government funds by fiscal year for each project team member.

Spend Plan by Fiscal Year Format

	FY 20XX		FY 20XX		FY 20XX		FY 20XX		Total	
	DOE Funds	Cost Share	DOE Funds	Cost Share	DOE Funds	Cost Share	DOE Funds	Cost Share	DOE Funds	Cost Share
Applicant										
Sub-recipient A, if proposed										
Sub-recipient B, if proposed										
FFRDC/NL, if proposed										
Total ($)										
Total Cost Share %										

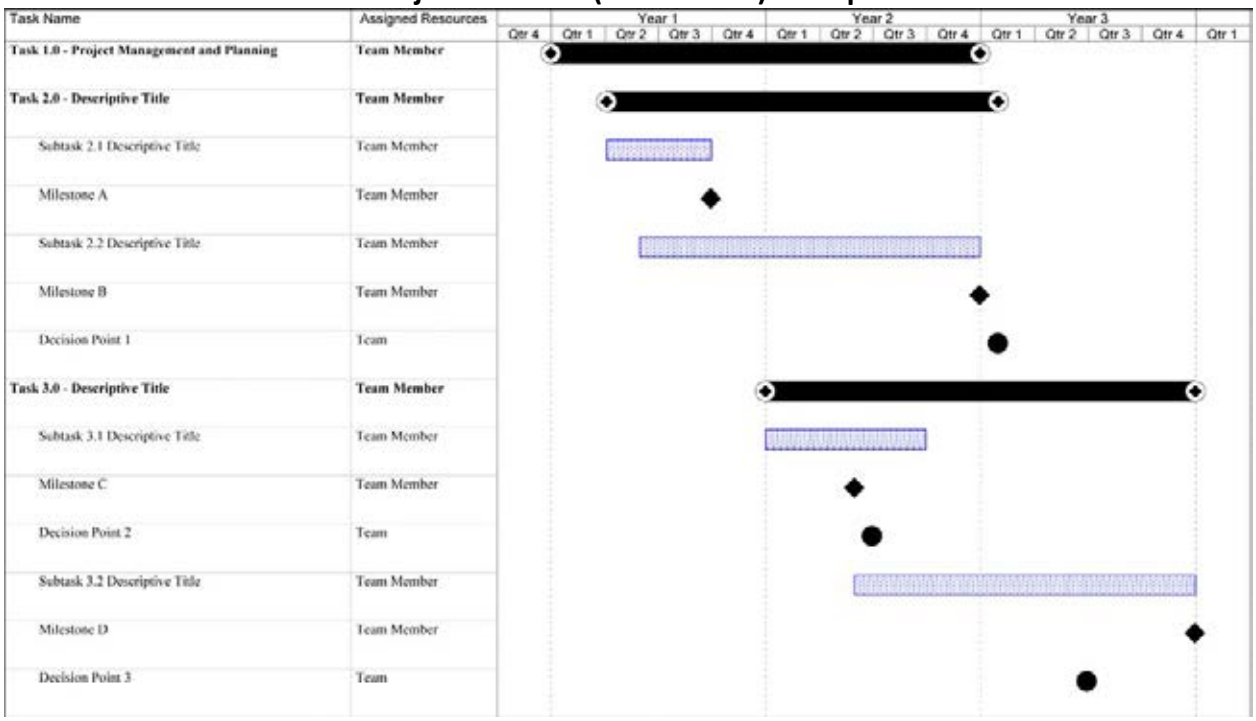
Additionaly, provide a table (the Spend Plan) that projects the expenditures of funds for each task by fiscal year. The CO_2 Capture Assessment should have its own task such that compliance under costing restrictions defined in Section II C I of this FOA can be determined.

Spend Plan by Task by Fiscal Year Format

	FY 20XX		FY 20XX		FY 20XX		Total	
	DOE Funds	Cost Share	DOE Funds	Cost Share	DOE Funds	Cost Share	DOE Funds	Cost Share
Task 1.0 Project Management and Planning								
Task 2.0 National Environmental Protection Act (NEPA)								
Add additional tasks as necessary								
Total ($)								
Total Cost Share %								

F. Project Timeline: Provide a timeline of the project (similar to a Gantt chart) broken down by each task and subtask, as described in the Statement of Project Objectives. The timeline should include for each task, a start date, and end date. The timeline should show interdependencies between tasks and include the milestones that are identified in the Milestone Log (Section C).

Project Timeline (Gantt Chart) Example



G. Success Criteria: Success criteria are used by the DOE to determine if specific goals and objectives were met at the end of budget period(s), go/no-go decision points, and/or project completion. The success criteria should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable outcomes, results, and observations from the project.

[Note: As the first task in the Statement of Project Objectives, successful applicants will revise the version of the Project Management Plan that is submitted with their applications by including details from the negotiation process. This Project Management Plan will be updated by the Recipient as the project progresses, and the Recipient must use this plan to report scope, schedule, and budget variances.]

Appendix E - Data Management Plan

A Data Management Plan ("DMP") explains how data generated in the course of the research or work performed under an assistance award will be shared and preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

DMP Requirements

In order for a DMP to be considered acceptable, the DMP must address the following:

At a minimum, the DMP must describe how data sharing and preservation will enable validation of the results from the proposed work, or how results could be validated if data are not shared or preserved.

The DMP must provide a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. This includes data that are displayed in charts, figures, images, etc. In addition, the underlying digital research data used to generate the displayed data should be made as accessible as possible in accordance with the principles stated above. This requirement could be met by including the data as supplementary information to the published article, or through other means. The published article should indicate how these data can be accessed.

The DMP should consult and reference available information about data management resources to be used in the course of the proposed work. In particular, a DMP that explicitly or implicitly commits data management resources at a facility beyond what is conventionally made available to approved users should be accompanied by written approval from that facility. In determining the resources available for data management at DOE User Facilities, researchers should consult the published description of data management resources and practices at that facility and reference it in the DMP. Information about other DOE facilities can be found in the additional guidance from the sponsoring program.

The DMP must protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; avoid significant negative impact on innovation, and U.S. competitiveness; and otherwise be consistent with all laws (i.e., export control laws), and DOE regulations, orders, and policies.

Data Determination for a DMP

The Principal Investigator should determine which data should be the subject of the DMP and, in the DMP, propose which data should be shared and/or preserved in accordance with the DMP Requirements noted above.

For data that will be generated through the course of the proposed work, the Principal Investigator should indicate what types of data should be protected from immediate public disclosure by DOE (referred to as "protected data") and what types of data that DOE should be able to release immediately. Similarly, for data developed outside of the proposed work at private expense that will be used in the course of the proposed work, the Principal Investigator should indicate whether that type of data will be subject to public release or kept confidential (referred to as "limited rights data"). Any use of limited rights data or labeling of data as "protected data" must be consistent with the DMP Requirements noted above.

Suggested Elements for a DMP

The following list of elements for a DMP provides suggestions regarding the data management planning process and the structure of the DMP:

Data Types and Sources: A brief, high-level description of the data to be generated or used through the course of the proposed work and which of these are considered digital research data necessary to validate the research findings or results.

Content and Format: A statement of plans for data and metadata content and format including, where applicable, a description of documentation plans, annotation of relevant software, and the rationale for the selection of appropriate standards. Existing, accepted community standards should be used where possible. Where community standards are missing or inadequate, the DMP could propose alternate strategies for facilitating sharing, and should advise the sponsoring program of any need to develop or generalize standards.

Sharing and Preservation: A description of the plans for data sharing and preservation. This should include, when appropriate: the anticipated means for sharing and the rationale for any restrictions on who may access the data and under what conditions; a timeline for sharing and preservation that addresses both the minimum length of time the data will be available and any anticipated delay to data access after research findings are published; any special requirements for data sharing, for example, proprietary software needed to access or interpret data, applicable policies, provisions, and licenses for re-use and re-distribution, and for the production of derivatives, including guidance for how data and data products should be cited; any resources and capabilities (equipment, connections, systems, software, expertise, etc.) requested in the research proposal that are needed to meet the stated goals for sharing and preservation (this could reference the relevant section of the associated research proposal and budget request); and whether/where the

data will be preserved after direct project funding ends and any plans for the transfer of responsibilities for sharing and preservation. A description of how the recipient intends to make the results of any resulting DOE-funded work available to the public, including the relevant technical community.

Protection: A statement of plans, where appropriate and necessary, to protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; and avoid significant negative impact on innovation, and U.S. competitiveness.

Rationale: A discussion of the rationale or justification for the proposed data management plan including, for example, the potential impact of the data within the immediate field and in other fields, and any broader societal impact.

Additional Guidance

In determining which data should be shared and preserved, researchers must consider the data needed to validate research findings as described in the Requirements, and are encouraged to consider the potential benefits of their data to their own fields of research, fields other than their own, and society at large.

DMPs should reflect relevant standards and community best practices and make use of community accepted repositories whenever practicable.

Costs associated with the scope of work and resources articulated in a DMP may be included in the proposed research budget as permitted by the applicable cost principles.

To improve the discoverability of and attribution for datasets created and used in the course of research, DOE encourages the citation of publicly available datasets within the reference section of publications, and the identification of datasets with persistent identifiers such as Digital Object Identifiers (DOIs). In most cases, DOE can provide DOIs free of charge for data resulting from DOE-funded research through its Office of Scientific and Technical Information (OSTI) DataID Service.

Definitions

Data Preservation: Data preservation means providing for the usability of data beyond the lifetime of the research activity that generated them.

Data Sharing: Data sharing means making data available to people other than those who have generated them. Examples of data sharing range from bilateral communications with

colleagues, to providing free, unrestricted access to anyone through, for example, a web-based platform.

Digital Research Data: The term digital data encompasses a wide variety of information stored in digital form including: experimental, observational, and simulation data; codes, software and algorithms; text; numeric information; images; video; audio; and associated metadata. It also encompasses information in a variety of different forms including raw, processed, and analyzed data, published and archived data.

Research Data: The recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This 'recorded' material excludes physical objects (e.g., laboratory samples). Research data also do not include:

> (A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
>
> (B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study."

Validate: In the context of DMPs, validate means to support, corroborate, verify, or otherwise determine the legitimacy of the research findings. Validation of research findings could be accomplished by reproducing the original experiment or analyses; comparing and contrasting the results against those of a new experiment or analyses; or by some other means.

Appendix F – Technology Readiness Levels

The following is a description of the DOE Technology Readiness Levels.

Relative Level of Technology Development	Technology Readiness Level	TRL Definition	Description
System Operations	**TRL 9**	Actual system operated over the full range of expected mission conditions.	The technology is in its final form and operated under the full range of operating mission conditions. Examples include using the actual system with the full range of wastes in hot operations.
System Commissioning	**TRL 8**	Actual system completed and qualified through test and demonstration.	The technology has been proven to work in its final form and under expected conditions. In almost all cases, this TRL represents the end of true system development. Examples include developmental testing and evaluation of the system with actual waste in hot commissioning. Supporting information includes operational procedures that are virtually complete. An Operational Readiness Review (ORR) has been successfully completed prior to the start of hot testing.
	TRL 7	Full-scale, similar (prototypical) system demonstrated in relevant environment	This represents a major step up from TRL 6, requiring demonstration of an actual system prototype in a relevant environment. Examples include testing full-scale prototype in the field with a range of simulants in cold commissioning (1). Supporting information includes results from the full-scale testing and analysis of the differences between the test environment, and analysis of what the experimental results mean for the eventual operating system/environment. Final design is virtually complete.
Technology Demonstration	**TRL 6**	Engineering/pilot-scale, similar (prototypical) system validation in relevant environment	Engineering-scale models or prototypes are tested in a relevant environment. This represents a major step up in a technology's demonstrated readiness. Examples include testing an engineering scale prototypical system with a range of simulants.(1) Supporting information includes results from the engineering scale testing and analysis of the differences between the engineering scale, prototypical system/environment, and analysis of what the experimental results mean for the eventual operating system/environment. TRL 6 begins true engineering development of the technology as an operational system. The major difference between TRL 5 and 6 is the step up from laboratory scale to engineering scale and the determination of scaling factors that will enable design of the operating system. The prototype should be capable of performing all the functions that will be required of the operational system. The operating environment for the testing should closely represent the actual operating environment.
Technology Development	**TRL 5**	Laboratory scale, similar system validation in relevant environment	The basic technological components are integrated so that the system configuration is similar to (matches) the final application in almost all respects. Examples include testing a high-fidelity, laboratory scale system in a simulated environment with a range of simulants (1) and actual waste (2). Supporting information includes results from the laboratory scale testing, analysis of the differences between the laboratory and eventual operating system/environment, and analysis of what the experimental results mean for the eventual operating system/environment. The major difference between TRL 4 and 5 is the increase in the fidelity of the system and environment to the actual application. The system tested is almost prototypical.

Relative Level of Technology Development	Technology Readiness Level	TRL Definition	Description
Technology Development	**TRL 4**	Component and/or system validation in laboratory environment	The basic technological components are integrated to establish that the pieces will work together. This is relatively "low fidelity" compared with the eventual system. Examples include integration of ad hoc hardware in a laboratory and testing with a range of simulants and small scale tests on actual waste (2). Supporting information includes the results of the integrated experiments and estimates of how the experimental components and experimental test results differ from the expected system performance goals. TRL 4-6 represent the bridge from scientific research to engineering. TRL 4 is the first step in determining whether the individual components will work together as a system. The laboratory system will probably be a mix of on hand equipment and a few special purpose components that may require special handling, calibration, or alignment to get them to function.
Research to Prove Feasibility	**TRL 3**	Analytical and experimental critical function and/or characteristic proof of concept	Active research and development (R&D) is initiated. This includes analytical studies and laboratory-scale studies to physically validate the analytical predictions of separate elements of the technology. Examples include components that are not yet integrated or representative tested with simulants.(1) Supporting information includes results of laboratory tests performed to measure parameters of interest and comparison to analytical predictions for critical subsystems. At TRL 3 the work has moved beyond the paper phase to experimental work that verifies that the concept works as expected on simulants. Components of the technology are validated, but there is no attempt to integrate the components into a complete system. Modeling and simulation may be used to complement physical experiments.
Basic Technology Research	**TRL 2**	Technology concept and/or application formulated	Once basic principles are observed, practical applications can be invented. Applications are speculative, and there may be no proof or detailed analysis to support the assumptions. Examples are still limited to analytic studies. Supporting information includes publications or other references that outline the application being considered and that provide analysis to support the concept. The step up from TRL 1 to TRL 2 moves the ideas from pure to applied research. Most of the work is analytical or paper studies with the emphasis on understanding the science better. Experimental work is designed to corroborate the basic scientific observations made during TRL 1 work.
	TRL 1	Basic principles observed and reported	This is the lowest level of technology readiness. Scientific research begins to be translated into applied R&D. Examples might include paper studies of a technology's basic properties or experimental work that consists mainly of observations of the physical world. Supporting Information includes published research or other references that identify the principles that underlie the technology.

[1] Simulants should match relevant chemical and physical properties.
[2] Testing with as wide a range of actual waste as practicable and consistent with waste availability, safety, ALARA, cost and project risk is highly desirable.

Source: U.S. Department of Energy, "Technology Readiness Assessment Guide". Office of Management. 2011.

Appendix G - Criteria to Determine the Integrated Project State of Development

INTEGRATED PROJECT STATE OF DEVELOPMENT
To be considered responsive to the Funding Opportunity Announcement (FOA), information must be supplied with the application such that DOE can determine the project's level of readiness for Phase III: Site Characterization and Permitting.

Scenario Analysis
A Scenario Analysis must show that the proposed store a minimum of 50 million metric tons of CO_2 within a 30 year period integrated capture and storage project is economically attractive and publicly acceptable. Sufficient information must be provided such that a determination can be made of the viability of the project. Please include a map showing sources, pipelines, storage site(s), footprint of CO_2 and Pressure plume, land-use, etc.

- Estimate of anticipated capital and operating costs
- Needed level of investment for all partners; commitment level
- Level of commitment of cost share from outside parties
- Level of commitment of revenue sources (eg, off-take agreements for CO_2 for enhanced oil recovery as a component of stacked storage)
- Status of any other business contractual agreements necessary to fully address technical and financial project risks
- Status of agreements for surface and pore space access
- Status of state incentives/policies toward project economics (long-term liability, tax incentives, rate base recovery, etc.) and public acceptance
- Plan for assumption of remedial and long-term liability for stored CO_2

Technical Subsurface Data Evaluation
A Technical Subsurface Data Evaluation must define and confirm the adequacy of the storage complex geology for the proposed project sites. Sufficient information (including cross-section) must be provided such that a determination can be made of the adequacy of the project sites to meet the expected injection rates and volumes to permanently and safely store a minimum of 50 million metric tons of CO_2 within a 30 year period.

- Storage Reservoir(s) – summarize data sources and analyses performed; discuss results of initial characterization of the target reservoir(s)
- Confining System – summarize data sources and analyses performed; discuss results of initial characterization of the confining zone(s) within the storage complex, as well as other confining formations between the injection interval(s) and underground sources of drinking water (USDWs) for the project sites.
- USDWs – Provide the depth of the USDW at the proposed project sites
- Legacy wellbores – Summarize known information on legacy wellbores that penetrate the storage complex

- Subsurface structural elements – Identify and discuss properties of geologic structure (eg., faults) that could impact storage complex integrity.
- Prediction of Site Performance – Summarize results of modeling which has been done to predict hydrologic, geomechanical or geochemical impacts from the injection of a minimum of 50 million metric tons of CO_2 within a 30 year period at the proposed project sites. A prediction of the pressure changes and CO_2 plume movement over the life of the project sites should be provided. Models should be based upon actual data obtained from initial site characterization.

Regional Analysis

Provide a brief summary (not to exceed 1 page) of the process of selecting the proposed project sites over other potential project sites, and consideration given to the following factors:

- Potential conflict with protected and sensitive areas
- Pore space ownership, site access, and infrastructure issues
- Proximity to population centers
- Conflicts with existing resource development, surface or subsurface
- Pipelines and gathering lines rights-of-way issues

CO_2 Technical Analysis

A CO_2 Technical Analysis must identify and show level of commitment of CO_2 source(s) for the proposed minimum of 50 million metric tons of CO_2 within a 30 year period,integrated capture and storage project. At a minimum, the following supporting information must be provided:

- Identification of the CO_2 source(s) and inclusion of letter(s) of commitment
- CO_2 Source Analysis: chemical composition of the gas, pressure, temperature, rate of delivery, reliability, etc.
- Pipeline requirements, approvals, and specifications for transporting the CO_2 from the source to the storage complex
- Results of a CO_2 Pipeline Right-of Way (ROW) analysis to show viability of the proposed pipeline for transportation of CO_2 over a time period of at least 30 years, and an assessment of the timeframe for regulatory approval and construction.

Stakeholder Analysis

A Stakeholder Analysis must identify any potential issues within the surrounding communities with regard to the viability of the CO_2 Pipeline ROWs, location of the project sites, characterization activities, and CO_2 plume extent, that need to be taken into consideration due to their potential impact on schedule and/or progress in characterization and further development of the project sites. At a minimum, analysis should address the factors described below and include sufficient supporting information:

- Analysis of communities and land usage near the project sites and along the ROWs that could be impacted by associated activities (e.g., characterization, construction and operation).
- Plans to conduct community outreach

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	IX. BUSINESS ITEM (B)
AGENDA TITLE:	Final Adoption of Ordinance 2019-497 Amending Chapter 27, Article II Lodgers Tax
ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approve Final Adoption of Ordinance 2019-497 Amending Chapter 27, Article II Lodgers Tax
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

The 2019 Legislature amended NMSA 3-38-16 which is specific to exemptions from the occupancy tax (lodgers' tax). The legislature removed the exemption defining the minimum number of rooms available for lodging as a result of the popularity of short term rentals in primarily residential properties.

The change in the statute is effective January 1, 2020. Utilizing the various short term rental sites, properties within the City of Aztec municipal boundary will be advised of their requirements under state statute and city code.

NMSA 3-38-15 defines the eligible uses of lodgers' tax which includes a determination if the municipality is located in a class A county or not; the current definition in City Code Chapter 27-417.4 was not updated when San Juan County obtained a class A designation. This section of city code has been re-worded to refer back to statute for the formula to be used in the use of tax proceeds for advertising, publicizing & promotion.

Intent to Adopt occurred at the Nov 26, 2019 City Commission. No comments have been received as of January 7, 2020.

PROCUREMENT

N/A

FISCAL IMPACTS

A review of Airbnb indicates there are 5 to 10 locations within the municipal limits which may be subject to lodgers tax after January 1, 2020.

SUPPORT DOCUMENTS:	Ordinance 2019-497 Amending Chapter 27, Article II Lodgers Tax

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Final Adoption of Ordinance 2019-497 Amending Chapter 27, Article II Lodgers Tax

City of Aztec
Ordinance 2019-497

Amending Chapter 27, Article II Lodgers' Tax

WHEREAS: The State of New Mexico has changed its Statue regarding Lodgers Tax; and

WHEREAS: The City of Aztec will adopt the Lodgers' Tax code as set forth in the State of New Mexico State Statutes; and

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2019-497 Amending Chapter 27, Article II Lodgers' Tax as attached.

PASSED, APPROVED, SIGNED AND ADOPTED THIS 14th day of January 2020, by the Aztec City Commission, City of Aztec, New Mexico.

_____
Mayor Victor C. Snover

ATTEST:

_____
Karla Sayler, City Clerk CMC

APPROVE AS TO FORM:

_____
City Attorney

Advertised Date of Final Adoption: _____

Effective Date of Ordinance: _____

ARTICLE II. LODGERS' TAX

Sec. 27-401. Title.

This article shall be known as and may be cited as the "*Lodgers' Tax Ordinance*."
(Code 2007, 27-401)

Sec. 27-402. Purpose.

The purpose of this article is to impose a tax which will be borne by persons using commercial lodging accommodations which tax will provide revenues for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events, and acquiring, establishing and operating tourist-related facilities, attractions or transportation systems, as ~~authorized in Section 27-417 of this article~~ established in New Mexico State Statute §3-38-15 through 3-38-24.
(Code 2007, 27-402)

Sec. 27-403. Definitions.

As used in this article:

Board
The advisory board established herein to make recommendations to the governing body, keep minutes of its proceedings and submit its recommendations, correspondence and other pertinent documents to the governing body.

City clerk
The city clerk of Aztec, New Mexico.

City Manager
The City Manager of Aztec, New Mexico or another designee or department official as the city manager may deem necessary.

Gross taxable rent
The total amount of rent paid for lodging, not including the state gross receipts tax or local sales taxes.

Lodging
The transaction of furnishing rooms or other accommodations by a vendor to a vendee who, for a rent, uses, possesses or has the right to use or possess any room or rooms or other units of accommodations in or at a taxable premises.

Lodgings
The rooms or other accommodations furnished by a vendor to a vendee by a taxable service of lodgings.

Occupancy tax
The tax on lodging authorized by the Lodgers' Tax Act.

Person

A corporation, firm, other body corporate, partnership, association or individual; personally includes an executor, administrator, trustee, receiver or other representative appointed according to law and acting in a representative capacity, but does not include the United States of America, the State of New Mexico, any corporation, department, instrumentality or agency of the federal government or the state government, or any political subdivision of the state.

Rent
The consideration received by a vendor in money, credits, property or other consideration valued in money for lodgings subject to an occupancy tax authorized in the Lodgers' Tax Act.

Taxable premises
A hotel, apartment, apartment hotel, apartment house, lodge, lodging house, rooming house, motor hotel, guest house, guest ranch, ranch resort, guest resort, mobile home, motor court, auto court, auto camp, trailer court, trailer camp, trailer park, tourist camp, cabin or other premises for lodging.

Tourist
A person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax.

Tourist-related events
Events that are planned for, promoted to and attended by tourists.

Tourist-related facilities and attractions
Facilities and attractions that are intended to be used by or visited by tourists.

Tourist-related transportation systems
Transportation systems that provide transportation for tourists to and from tourist-related facilities, attractions and events.

Vendee
A natural person to whom lodgings are furnished in the exercise of the taxable service of lodging.

Vendor
A person or his agent furnishing lodgings in the exercise of the taxable service of lodging.
(Code 2007, 27-403)

Sec. 27-404. Imposition of Tax.

There is hereby imposed an occupancy tax of five (5) percent of gross taxable rent for lodging within the municipality paid to vendors.
(Code 2007, 27-404)

Sec. 27-405. Licensing.

1. No vendor shall engage in the business of providing lodging in the city who has first not obtained a license as provided in this section.

2. Applicants for a vendor's license shall submit an application to the city ~~clerk~~ manager stating:

   (1) The name of the vendor, including identification of any person, as defined in this article, who owns or operates or both owns and operates a place of lodging and the name or trade names under which the vendor proposes to do business and the post office address thereof;

   (2) A description of the facilities, including the number of rooms and the usual schedule of rates therefore;

   (3) A description of facilities provided by vendor or others to users of the lodgings such as restaurant, bar, cleaning, laundry, courtesy car, or others, and a statement identifying the license issued, to whom issued, the authority issuing, and the period for which issued. If applicable, also the identification number provided by the ~~bureau of revenue~~ taxation and revenue department of the state of New Mexico;

   (4) The nature of the business of the vendor and to what extent, if any, his business is exempt from the lodgers' tax; and

   (5) Other information reasonably necessary to effect a determination of eligibility for such license.

3. The city ~~clerk~~ manager shall review all applications for license within ten (10) days of receipt thereof, and grant the license in due course if the applicant is doing business subject to the lodgers' tax.

4. An applicant who is dissatisfied with the decision of the city ~~clerk~~ manager may appeal the decision to the governing body by written notice to the city ~~clerk~~ manager of such appeal to be made within fifteen (15) days of the date of the decision of the city ~~clerk~~ manager on the application. The matter shall be referred to the governing body for hearing at regular or special meeting in the usual course of business. The decision of the governing body made thereof shall be expressed in writing and be communicated in the same manner as the decision of the city ~~clerk~~ manager is transmitted. The action of the governing body shall be deemed final.

5. If the governing body finds for the applicant, the city ~~clerk~~ manager shall issue the appropriate license or other notice conforming to the decision made by the governing body. (Code 2007, 27-405)

Sec. 27-406. Exemptions.

The occupancy tax shall not apply:

1. If a vendee:

   (1) Has been a permanent resident of the taxable premises for a period of at least thirty (30) consecutive days; or

(2) Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least thirty (30) consecutive days;

2. If the rent paid by the vendee is less than two dollars ($2.00) a day;

3. If lodging accommodations at institutions of the federal government, the state or any political subdivision thereof;

4. If lodging accommodations at religious, charitable, educational or philanthropic institutions, including without limitation such accommodations at summer camps operated by such institutions;

5. If clinics, hospitals or other medical facilities;

6. If privately owned and operated convalescent homes, or homes for the aged, infirm, indigent or chronically ill~~; or~~.

~~7. If the taxable premises does not have at least three (3) rooms or three (3) other units of accommodation for lodging.~~

(Code 2007, 27-406)

Sec. 27-407. Collection of Tax and Reporting Procedures.

1. Every vendor providing lodgings shall collect the tax thereon on behalf of the municipality and shall act as a trustee therefore.

2. The tax shall be collected from vendees and shall be charged separately from the rent fixed by the vendor for the lodgings.

3. Each vendor licensed under this article shall be liable to the city for the tax provided herein on the rent paid for lodging at his respective place of business.

4. Each vendor shall make a report by the twenty-fifth day of each month, on forms provided by the city ~~clerk~~ manager, of the receipts for lodging in the preceding calendar month, and shall submit the proceeds of the lodgers' tax to the municipality and include sufficient information to enable the municipality to audit the reports and shall be verified on oath by the vendor.

(Code 2007, 27-407)

Sec. 27-408. Duties of Vendor.

Vendor shall maintain adequate records of facilities subject to the tax and of proceeds received for the use thereof. Such records shall be maintained in the city and shall be open to the inspection of the municipality during reasonable hours and shall be retained for three (3) years.
(Code 2007, 27-408)

Sec. 27-409. Enforcement.

1. An action to enforce the Lodgers' Tax Act may be brought by:

(1) The attorney general or the district attorney in the county of jurisdiction; or

(2) A vendor who is collecting the proceeds of an occupancy tax in the county of jurisdiction.

2. A district court may issue a writ of mandamus or order an injunction or other appropriate remedy to enforce the provisions of the Lodgers' Tax Act.

3. The court shall award costs and reasonable attorneys' fees to the prevailing party in a court action to enforce the provisions of the Lodgers' Tax Act.
(Code 2007, 27-409)

Sec. 27-410. Failure to Make Return; Computation; Civil Penalty and Notice; Collection of Delinquencies; Occupancy Tax is a Lien.

1. Every vendor is liable for the payment of the proceeds of any occupancy tax that the vendor failed to remit to the municipality, whether due to his failure to collect the tax or otherwise. He shall be liable for the tax plus a civil penalty equal to the greater of ten (10) percent of the amount not remitted or one hundred dollars ($100.00). The city ~~clerk~~ manager shall give the delinquent vendor written notice of the delinquency, which notice shall be mailed to the vendor's local address.

2. If payments are not received within fifteen (15) days of the mailing of the notice, the municipality may bring an action in law or equity in the district court for the collection of any amounts due, including without limitation penalties thereon, interest on the unpaid principal at a rate not exceeding one (1) percent a month. If the city attempts collection through an attorney or the city attorney for any purpose with regard to this article, the vendor shall be liable to the municipality for all costs, fees paid to the attorney or city attorney, and all other expenses incurred in connection therewith.

3. The occupancy tax imposed by a municipality constitutes a lien in favor of the municipality upon the personal and real property of the vendor providing lodgings. The lien may be enforced as provided in NMSA 1978, ~~fifi~~ § 3-36-1 through 3-36-7. Priority of the lien shall be determined from the date of filing.

4. Under process or order of court, no person shall sell the property of a vendor without first ascertaining from the city clerk or treasurer the amount of any occupancy tax due the municipality. Any occupancy tax due the municipality shall be paid from the proceeds of the sale before payment is made to any judgment creditor or any other person with a claim on the proceeds of the sale.
(Code 2007, 27-410)

Sec. 27-411. Criminal Penalties.

Any person who violates the provisions of this article for a failure to pay the tax, to remit proceeds thereof to the municipality, to properly account for any lodging and tax proceeds pertaining thereto, or for violating the confidentiality provisions of section ~~27-185~~ 27-415 shall be guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed five hundred dollars ($500.00) or by imprisonment not to exceed ninety (90) days, or both.
(Code 2007, 27-411)

Sec. 27-412. Refunds and Credits.

If any person believes he has made payment of any lodgers' tax in excess of that for which he was liable, he may claim a refund thereof by directing to the city ~~clerk~~ manager, no later than ninety (90) days from the date payment was made, a written claim for refund. Every claim for refund shall state the nature of the person's complaint and the affirmative relief requested. The city ~~clerk~~ manager shall allow the claim in whole or in part or may deny it. Refunds of tax and interest erroneously paid and amounting to one hundred dollars ($100.00) or more may be made only with the approval of the governing body.
(Code 2007, 27-412)

Sec. 27-413. Vendor Audits.

1. Options.

   (1) Option A, for municipalities that collect more than two hundred fifty thousand dollars ($250,000.00) per year in occupancy tax: The governing body shall select for annual random audit(s) one (1) or more vendors to verify the amount of gross rent subject to the occupancy tax and to ensure that the full amount of occupancy tax on the rent is collected from each vendor thus audited.

   (2) Option B, for municipalities collecting less than two hundred fifty thousand dollars ($250,000.00) per year in occupancy tax: The governing body shall conduct random audits to verify full payment of occupancy tax receipts.

2. Number to audit. The governing body shall determine each year the number of vendors within the municipality to audit.

3. Administration. The audit(s) may be performed by the city ~~clerk~~ manager or by any other designee of the governing body. A copy of the audit(s) shall be filed annually with the local government division of the department of finance and administration.
   (Code 2007, 27-413)

Sec. 27-414. Financial Reporting.

1. The governing body shall furnish to the advisory board that portion of any proposed budget, report or audit filed or received by the governing body pursuant to either NMSA 1978 Chapter 6, Article 6 or the Audit Act that relates to expenditure of occupancy tax funds within ten (10) days of the filing or receipt of such proposed budget, report or audit by the governing body.

2. The governing body shall report to the local government division of the department of finance and administration on a quarterly basis any expenditure of occupancy tax funds pursuant to NMSA 1978 §§ 3-38-15 and 3-38-21 and shall furnish a copy of this report to the advisory board when it is filed with the division.
   (Code 2007, 27-414)

Sec. 27-415. Confidentiality of Return and Audit.

It is unlawful for any employee of the city to reveal to any individual other than another employee of the city any information contained in the return or audit of any taxpayer, including vendors subject to the Lodgers' Tax Act, except to a court of competent jurisdiction in response to an order thereof in an action relating to taxes to which the city is a party, and in which information sought is material to the inquiry, to the taxpayer himself or to his authorized representative; and in such manner, for statistical purposes, the information revealed is not identified as applicable to any individual taxpayer.
(Code 2007, 27-415)

Sec. 27-416. Administration of Lodgers' Tax Monies Collected.

The governing body shall, through the advice of the Lodgers' Tax Advisory Board, administer the lodgers' tax monies collected.
(Code 2007, 27-416)

Sec. 27-417. Eligible Uses of Lodgers' Tax Proceeds.

The municipality may use the proceeds from the tax to defray the costs of:

1. Collecting and otherwise administering the tax, including the performance of audits required by the Lodgers' Tax Act pursuant to guidelines issued by the department of finance and administration;

2. Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attractions or transportation systems of the municipality, the county in which the municipality is located or the county;

3. The principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by NMSA 1978 § 3-38-23 or § 3-38-24;

4. Advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality or county and tourist facilities or attractions within the area ~~(at least one-half (1/2) of the first three (3) percent collected must be used for this purpose, and twenty-five (25) percent of that amount over three (3) percent collected must be used for this purpose)~~ as defined by NMSA 1978 § 3-38-15.D. All such dedicated funds collected for this purpose after January 1, 1996, shall be so spent within two (2) years of collection;

5. Providing police and fire protection and sanitation service for tourist-related events, facilities and attractions located in the municipality; or

6. Any combination of the foregoing purposes or transactions stated in this section, but for no other municipal purpose.
(Code 2007, 27-417)

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	IX. BUSINESS ITEMS (C)
AGENDA TITLE:	Final Adoption of Ordinance 2019-498, An Ordinance Amending Chapter 26, Articles III and IV
ACTION REQUESTED BY:	City Staff
ACTION REQUESTED:	Approval of Final Adoption of Ordinance 2019-498, An Ordinance Amending Chapter 26, Articles III and IV
SUMMARY BY:	Steven M. Saavedra

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)

Intent to adopt the ordinance occurred at the City Commission on December 17, 2019.

SUPPORT DOCUMENTS: Ordinance 2019-498

DEPARTMENT'S RECOMMENDED MOTION: Move and second Final Adoption of Ordinance 2019-498, An Ordinance Amending Chapter 26, Articles III and IV

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-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; 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 14th day of January 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: _____

ARTICLE III. SUPPLEMENTARY REGULATIONS

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.

ARTICLE IV. PROPERTY USE REQUIREMENTS AND EXCEPTIONS

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: $50.00~~
   ~~Greater than one acre: $50.00 plus $5.00 for each additional acre.~~

4. Approval or Denial. A request for change in any district can be denied by the City Commission based upon, but not limited to, the following circumstances:

   (1) Failure to provide the proper documentation;

   (2) Failure to meet the required deadline for public notification;

   (3) Failure to demonstrate notification through certified mail of adjoining property owners within one hundred (100) feet of the area of proposed change;

   (4) Presentation of written protest signed by the majority of owners that are within the proposed change or within one hundred (100) feet of the area proposed for change.

   (5) The City Commission determines that the change could be detrimental to the surrounding area, or may have significant impact on the general health, safety, and/or welfare of property owners in the general area.

   (6) That the request for change in type of district was not approved by the majority vote of the City Commission.

   (7) Failure to pay the proper fee.

5. Duration. Once approved, the application of change of district will become part of the Official District Map and Regulation.
   (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 ($50.00) 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)

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	X. Quasi-Judicial Hearings (Land Use) (A)
AGENDA TITLE:	ZC 19-04 - Zone Change request from the C-2 General Commercial And Wholesale District to the O-1 Office And Institutional District for property located at 100 Simonds RD. Aztec, NM.
ACTION REQUESTED BY:	Jason Quigley, represented by Kristin Johnson
SUMMARY BY:	Steven Saavedra - CFM, CZO

PROJECT DESCRIPTION / FACTS

Applicant	Jason Quigley
Representative	Kristin Johnson
Date of Application	11/19/2019
Requested Action	ZC 19-04 - Zone Change request from the C-2 General Commercial And Wholesale District to the O-1 Office And Institutional District
Location	100 Simonds RD, Aztec, NM. Tax ID # R0001376
Existing Land Use	Residential - None Conformance
Existing Zoning	C-2 General Commercial And Wholesale District
Surrounding Zoning	North: C-2 General Commercial And Wholesale District South: C-2 General Commercial And Wholesale District East: C-2 General Commercial And Wholesale District West: C-2 General Commercial And Wholesale District
Notice	Property owners within 100-feet were sent notice by certified mail on December 16, 2019, and a classified ad was placed with the Daily Times on December 17, 2019. On December 31, 2019, a public noticed sign was placed on the property.
SFHA / Floodplain Area	No
MRA	No
Access	Simonds RD

Summary

The petitioner requests a zone change from the C-2 General Commercial and Wholesale District to the O-1 Office and Institutional District for approximately 0.11 acres located at 100 Simonds Rd NM 87410. The subject property is part of the Simonds Subdivision, Lot 1, Block 2, platted in 1945. According to San Juan County Assessors' Office, the structure was built in

1955. The property owner seeks the zone change in order to sell the property. The property is considered a non-conformance, as the zoning and the current use of a single-family dwelling unit do not align. As a result, the City cannot ensure lending institutions a house can be rebuilt if significantly damaged per the C-2 District. If approved, the O-1 District allows residential units, if built in accordance with the dimensional standards per the district. The subject property has been zoned C-2 for the past three decades and had two businesses, as late as 2009. To date, the City is aware of the Animas Pregnancy Center and Church at 100 Simonds. Mr. Jason Quigley purchased the property in 2009. The lender and or client were the Animas Pregnancy Center.

100 Simonds Rd.
Year 2008
Google Street View

Since, the 2008 financial crisis, lending institutions are more stringent in lending practices. This is especially true related to zoning. As a result, numerous lending institutions are not willing to finance mortgagees with zoning conflicts. The C-2 General Commercial and Wholesale District does not allow single-family dwelling units by right. Also, there are little to no development standards, such as lot size, height, and setbacks associated with single-family dwelling units in the C-2 District.

Zoning Map 100
Simonds Rd.

Analysis

Is the zone change detrimental to the property and the neighborhood?

Downzoning from the C-2 District to the O-1 District should not increase noise, traffic, bright lights, or other negative externalities associated with commercial districts. However, commercial properties typically have a higher valuation. If approved, the zone changes may reduce property value for both the property and the neighborhood in the future. As a whole, the current use of residential has not been detrimental to the neighborhood. However, there has been seven code violations related to weeds and uncollected utility bills from 100 Simonds Rd in the past ten years.

Does the Zone Change alter the character of the surrounding properties?

If approved, this zone change would not change the character of the surrounding properties along Simonds Rd. All of the uses along Simonds are utilized as residential, except for the former Aztec Boys & Girls Club. However, all properties to the north, west, and east are zoned commercial.

Will the Zone Change set a precedent, which may alter the intent of the Land Use regulations?

Yes, if approved, this zone change negatively alters the intent of the land use regulations for the City of Aztec. This zone change is a spot zone. A spot zone is where a particular tract within a more substantial area is specifically zoned to impose upon its restrictions not imposed upon the surrounding lands or grant to its special privileges. There is not an O-1 zoning district near the subject property. The applicant would primarily benefit from this zone change. However, the City of Aztec's master plan to retain and encourage commercial development along Aztec Blvd is impaired by the change of district. A change in the zoning district that is applicable to a parcel of property is undesirable or illegal because it violates equal treatment and sound planning principles. Land should not be zoned in the interest of an individual or small group, but in the general public interest. Such zoning does not conform to the future land-use plan for the City of Aztec, especially as the subject property abuts Aztec Blvd.

The request to rezone the property from the C-2 General Commercial and Wholesale District to the O-1 Office and Institutional District is also considered a down zone. A downzone is defined as a change in the zoning classification of land to a classification permitting development that is less intensive or dense, such as from multi-family to single-family or from commercial to industrial to residential. Downzoning can positively influence the character of a neighborhood. However, downzoning may create further nonconforming uses, loss of property value, and a possible decrease in tax revenue.

Does the Zone Change impose a health or safety issue to the public?

No, Community Development does not believe this zone change would impose any health or safety issues.

Does the zone change have the approval of the surrounding neighbors?

To date, Community Development has not received any comments, questions, concerns, support or opposition to this zone change request.

Will the zone change be consistent with Aztec Comprehensive plan and Master Zone District?

No, the zone change is not consistent with the Aztec Comprehensive plan or Master Zone District. The subject area has been zoned commercial for decades. In addition, there has been commercial activity and or businesses at 100 Simonds as late as 2009. The Comprehensive Plan encourages new economic activity. Therefore, zoning along Aztec Blvd was mastered planned to encourage economic development along commercial corridors. Aztec Blvd is a major arterial, with traffic counts averaging 27,000 per day. As a result, residential usages along Aztec Blvd are discouraged.

Is there an alternate land use action that might be considered to accomplish the applicant's intent without altering the zoning map?
The City Commission has the authority to change the district, grant a conditional use permit (CUP), or issue a variance related to this zoning matter. A CUP can allow an exception, allowing a single-family dwelling unit in a commercial district. However, this is discouraged, as a conditional use permit does not transfer ownership. This CUP would help the seller, but likely hurt the buyer in the future. In addition, a CUP may not satisfy the lending company's stance on rebuilding structures, which are substantially damaged. A Variance, according to City Code, is "A departure from the strict application of area, height or setback requirement of this Ordinance which is the result of the physical characteristics of the lot according to city code. Dimensional standards are not applicable to the current zoning request or desire of the applicant. Nevertheless, the City Commission has the authority to grant a change in the district, approve a conditional use permit, or grant a variance, even if it does not adhere to current and future plans and city code. However, this is highly discouraged, as legal and planning consequences may result.

C-2: GENERAL COMMERCIAL AND WHOLESALE DISTRICT
This district is established to permit the uses specified under the C-1 District, plus commercial activities of both retail and wholesale nature, designed to serve the community or tourists. This district includes those uses normally adjacent to a central business district, and of a magnitude not normally compatible with residential areas. Some minor industrial usage not associated with objectionable noise and activities are permitted.
(2007, 26-71)

O-1: OFFICE AND INSTITUTIONAL DISTRICT
This district is established to permit R-1, and R-2 uses (Sections 26-11 and 26-12), plus offices, hotels, institutional, and service uses that are compatible with high-density residential areas.
(Code 2007, 26-51)

Single Family Dwelling. The dwelling unit must contain at least eight hundred (800) feet of floor space on a permanent foundation. Trailer houses, mobile homes, and motor homes are not permitted unless they comply with the applicable codes and standards as provided in the

Suggested Options:

- Denial of the Zone Change for property located at 100 Simonds Rd.
- Approval of the zone change for property located at 100 Simonds RD.
- Table the zone change, for more information related to the matter.

COMMUNITY DEVELOPMENT CONCLUSION
The Community Development Department understands the petitioner's desire to sell the property in its current use. However, the requested zone change goes against the City's master

plan to retain and encourage property for economic development. Additionally, this rezone request is considered both a downzone and a spot zone, which negatively set a precedent for future zoning and planning. Therefore, the Department of Community Development Department recommends denial of the zone change based on legal and planning issues.

SUPPORT DOCUMENTS:

1. Application
2. Map
3. List of Adjacent Property Owners
4. Adjacent Property Owner Notification Letter
5. 2002 Comprehensive Plan

DEPARTMENT'S RECOMMENDED MOTION: Move To deny zone change 19-04, a request from Jason Quigley, for a zone change from the C-2 General Commercial and Wholesale District to the O-1 Office and Institutional District for property located at 100 Simonds RD., Aztec, NM.

100 Simonds Rd. December 2019

PETITION APPLICATION

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

PROJECT TYPE (Check Those Applicable)

- ☐ Annexation
- ☐ Alt/Summary Plat
- ☐ Preliminary Plat
- ☐ Final Plan
- ☐ Variance
- ☐ Residential/ Commercial Development
- ☒ Zone Change to O-1 District
- ☐ Conditional Use Permit
- ☐ Well site equipment modification
- ☐ Sign Permit
- ☐ Other

INFORMATION

Applicant's Name: Jason Quigley	Project Location: 100 Simonds, Aztec
Address: 2100 E. 21st St., Ada, OK 74820	Existing Use: Residential Rental
E-Mail: jasonag75@yahoo.com	Proposed Use: 01 - SFR or office
Telephone: 505-320-6983	Current Zoning: C2
Relationship to Property Owner: Property Owner	Assessor's Parcel I.D. and/or Tax I.D. Number: R0001376

Legal Description of Subject Property: See attached Exhibit A

Is the Property in a Flood Zone? Yes ☐ **No** ☒

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

REPRESENTATIVE / CONTACT PERSON (if other than applicant)

Name: Kristin Johnson	E-Mail: kristin@icpmrentsmart.com
Phone: 505-436-3687	Address: 1515 E. 20th St., Ste D., Farmington, NM 87401

OWNERSHIP

PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase)		MORTGAGE HOLDERS (If any)	
Name: Jason Quigley	Phone: 505-320-6983	Name:	Phone:
Address: 2100 E. 21st St., Ada, OK 74820		Address:	

OWNER CERTIFICATION

* *(Physical and Mailing)*

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

Name: Jason Quigley	Address: 2100 E. 21st St, Ada, OK 74820
Owner's Signature: [signature]	Phone / Email: 505-320-6983 jasonag75@yahoo.com

Kristin Johnson, Agent for Owner

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

Rec 11-21-19 @ 2:41 pm

CITY OF AZTEC
ZONE CHANGE APPLICATION

Permit #: ZC19-04 Date Started: 11-21-19 Date Approved: _____ Fees Paid: 260.00

PROPERTY OWNER CONTACT INFORMATION

Name: Jason Quigley

Mailing Address: 2100 E. 21st St., Ada, OK 74820

Phone: 505-320-6983

Email: jasonag75@yahoo.com

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 100 Simonds, Aztec, NM 87410

Tax ID: R0001376 Parcel Size (ac): 0.115

Current Zone District: C2

Current Use: Residential Rental

Proposed Zone District: O-1

Proposed Use: Residential/ Office

Flood Zone Designation: NA

REASON FOR REQUESTING A ZONE CHANGE

Property is under contract to be sold - lender will not lend as current zoning prohibits buyer from being able to rebuild and continue current use.

APPLICANT SIGNATURE

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

Signature: [signature] Date: 11/19/19

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: $10 Administration Fee + $250 first acre and $5 each additional acre. **Total** $_____

CITY OF AZTEC
ZONE CHANGE CHECKLIST

X **Applicable Fees**

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

X **Detailed site map which includes the following:**

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

X **Ownership**

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

X **Legal Description**

Includes the legal description or physical address of the property.

____ **Proposed Use**

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

CITY OF AZTEC
ZONE CHANGE EVALUATION

Permit #: _____

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

BASIN SURVEYING, INC.

P. O. Box 6456 • Farmington, NM 87499 — 108 Llano • Aztec, NM 87410
Phone: (505) 334-1500 • Fax: (505) 334-1498

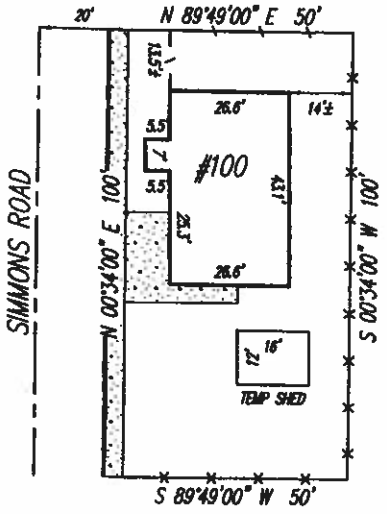
IMPROVEMENT LOCATION REPORT
(NOT A BOUNDARY SURVEY)

THIS IS TO CERTIFY, TO TITLE COMPANY:	San Juan County Abstract & Title Company
TO UNDERWRITER:	Chicago Title Insurance Company
TO LENDER:	Cornerstone Home Lending, Inc.
that on	September 23, 2019
at	City of Aztec, San Juan County, New Mexico
briefly described as	100 Simonds Road, Aztec, NM 87410
for	Terry Trawick, a single man

PLAT REFERENCE: Bearings, distances, and/or curve data are taken from the following plat (including filing information if the plat is filed).

LEGAL: Lot 1, in Block 2, of the SIMONDS SUBDIVISION, in the City of Aztec, San Juan County, New Mexico, as shown on the Plat of said Subdivision filed for record June 9, 1953 and refiled July 7, 1953.

Note: The error of closure is one foot of error for every 5000 feet along the perimeter of the legal description provided. Easements shown hereon are listed in Order No. 145930 provided by Title Company.



SCALE
1"=30'

THIS REPORT IS NOT FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE!
THIS IS NOT A BOUNDARY SURVEY AND MAY NOT BE SUFFICIENT FOR THE SURVEY EXCEPTION FROM AN OWNER'S TITLE POLICY. IT MAY OR MAY NOT REVEAL ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE BOUNDARY SURVEY (AS STATED PER NMAC 12.8.2.10) (REPORT CONTINUED ON REVERSE SIDE OF SHEET)

IMPROVEMENT LOCATION REPORT

I FURTHER CERTIFY as to the following at the time of my last inspection:

1. Evidence of right of way, old highways or abandoned roads, lanes, trails or driveways, sewer, drains, water, gas or oil pipelines on or crossing said premises (show location; if none visible, so indicate):
   SEE SKETCH

2. Springs, streams, rivers, ponds, or lakes located, bordering on or through said premises:
   NONE

3. Evidence of cemeteries or family burial grounds located on said premises (show location):
   NONE

4. Overhead utility poles, anchors, pedestals, wires or lines overhanging or crossing said premises and serving other properties (show location):
   NONE

5. Joint driveways or walkways, joint garages, party walls or rights of support, steps or roofs used in common or joint garages:
   NONE

6. Apparent encroachments. If the buildings, projections or cornices thereof, or signs affixed thereto, fences or other indications of occupancy appear to encroach upon or overhang adjoining property or the like appear to encroach upon or overhang inspected premises, specify all such (show location):
   NONE

7. Specify physical evidence of boundary lines on all sides:
   SEE SKETCH

8. Is the property improved? (If structure appears to encroach or appears to violate set back lines, show the approximate distances):
   SEE SKETCH

9. Indications of recent building construction, alterations, or repairs:
   NONE

10. Approximate distance of structures from at least two boundary lines must be shown:
    SEE SKETCH

John D. Wayne
Professional Land Surveyor
New Mexico Reg. No. 9673

JOHN D. WAYNE
NEW MEXICO
9673
PROFESSIONAL LAND SURVEYOR

The above information is based on boundary information taken from previous surveys, plats, or field information, and may not reflect that which may be disclosed by a new boundary survey.

This Improvement Location Report was prepared for Terry Trawick, a single man and it should only be used for a single property transaction. Re-use of this drawing by the original client or by others, for additional uses at a later date without the express consent of the SURVEYOR, is a violation of Federal Copyright law. Unless gross negligence is discovered, the liability extent of the preparer shall be limited to the amount of fees collected for services in preparation of this product.

San Juan County Abstract & Title Company

111 North Orchard Avenue
Farmington, NM 87401
(505) 325-2808 · FAX· (505) 327-7483

September 16, 2019

Jason A. Quigley
2100 East 21st Street
Ada, OK 74820

Re: 100 Simonds Road, Aztec, NM 87410
Our file no.: **145930**

Dear **Jason A. Quigley:**

San Juan County Abstract & Title Company is pleased to have been selected as settlement agent for your transaction. In connection therewith, we enclose the Commitment to insure. The commitment includes matters of Public Record, restrictions on use, and other matters pertaining to the property. Those items are listed as Exceptions. Instruments required to establish the interest in the estate are referred to as Requirements.

Closing will be in accordance with the terms and conditions of your Purchase Agreement and any amendments, thereto.

Your Realtor or a **San Juan County Abstract & Title Company** representative will be contacting you a few days prior to closing to set up an appointment, in which you will sign the closing documents.

If at any time you have any questions or information for us regarding the transaction, please do not hesitate to contact us.

Sincerely,

Sheila Graham
Title Officer
(505) 324-6061

Shelby Adams
Escrow Officer
(505) 324-6073

Enclosures

SG/KLC

Order Number: 145930

Commitment for Title Insurance

SCHEDULE A

Pursuant to the New Mexico title insurance law §59A-30-4 NMSA 1978, control and supervision by superintendent and title insurance regulation §13.14.18.10 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located.

Transaction Identification Data for reference only:
Issuing Agent: San Juan County Abstract & Title Company
Issuing Office: 111 North Orchard Avenue, Farmington, NM 87401
Issuing Office's ALTA® Registry ID: 0002015
Loan ID Number: 5780003367
Commitment Number: 145930
Issuing Office File Number: 145930
Property Address: 100 Simonds Road, Aztec, NM 87410
Revision Number: N/A

1. Commitment Date: August 30, 2019 at 4:30PM

2. Policy or policies to be issued: Amount of Insurance

   (a) ALTA Owner's Policy (6/17/06) $[redacted]
   Proposed Insured:

   [redacted]

   (b) ALTA Loan Policy (6/17/06) $[redacted]
   Proposed Insured:

   [redacted]

3. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Jason A. Quigley, a married man as his sole and separate property, by Sole and Separate Property Agreement and Conveyance, filed for record November 26, 2014, and recorded in Book 1580, page 684 of the Records of San Juan County, New Mexico.

NOTE: According to the public records, there have been no deeds conveying the property in this commitment within a period of twenty-four months prior to the date of this commitment, except as follows:

NONE

The Land is described as follows:

Lot 1, in Block 2, of the SIMONDS SUBDIVISION, in the City of Aztec, San Juan County, New Mexico, as shown on the Plat of said Subdivision filed for record June 9, 1953 and refiled July 7, 1953.

SAN JUAN COUNTY ABSTRACT & TITLE COMPANY

By: Sheila Graham
Authorized Signatory

File Number: 145930

EXHIBIT "A"

Legal Description

Lot 1, in Block 2, of the SIMONDS SUBDIVISION, in the City of Aztec, San Juan County, New Mexico, as shown on the Plat of said Subdivision filed for record June 9, 1953 and refiled July 7, 1953.

008065

Independence Capital, LLC
Property Management Trust Account
1515 E. 20th Street Suite D
Farmington, NM 87401
(505) 427-3434

Citizens Bank
P.O. Box 4140
Farmington, NM 87499
95-207/1022

11/19/2019

PAY TO THE ORDER OF CITY OF AZTEC $ 260.00

**** TWO HUNDRED SIXTY AND 00/100 DOLLARS DOLLARS

City of Aztec
201 W. Chaco St.
Aztec, NM 87410

VOID AFTER 90 DAYS

MEMO

MP

⑈008065⑈ ⑆102202078⑆ 012705590⑆⑈

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.

Independence Capital, LLC/Property Management Trust Account

Date: 11/19/2019 **Check #**8065 **Account:** Trust Account
Pay to: City of Aztec

008065

Property	Unit	Reference	Description	Amount
SIMONDS (100) - 100 Simonds Aztec, NM...			Zone Change Application	260.00
				260.00

Independence Capital, LLC/Property Management Trust Account

Date: 11/19/2019 **Check #**8065 **Account:** Trust Account
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Property	Unit	Reference	Description	Amount
SIMONDS (100) - 100 Simonds Aztec, NM...			Zone Change Application	260.00
				260.00

30001

Zone Change Application
ZC 19-04 100 Simonds

Notice is hereby given that an application has been filed with the City of Aztec-Community Development Department for a zone change from the current General Commercial and Wholesale District (C-2) to the Office and Institutional District (O-1), (COA 26-4-521, COA 26-2-42) for property located at 100 Simonds, Aztec, NM (TAX ID R0001376).

LEGAL DESCRIPTION

SIMONDS SUBDIVISION LOT 1 BLK 2

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that Aztec's City Commission will hear this petition in a public hearing on **Tuesday, January 14, 2020 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, NM 87410. Should you have any questions or concerns regarding this application, please contact the City of Aztec at (505)334-7604.

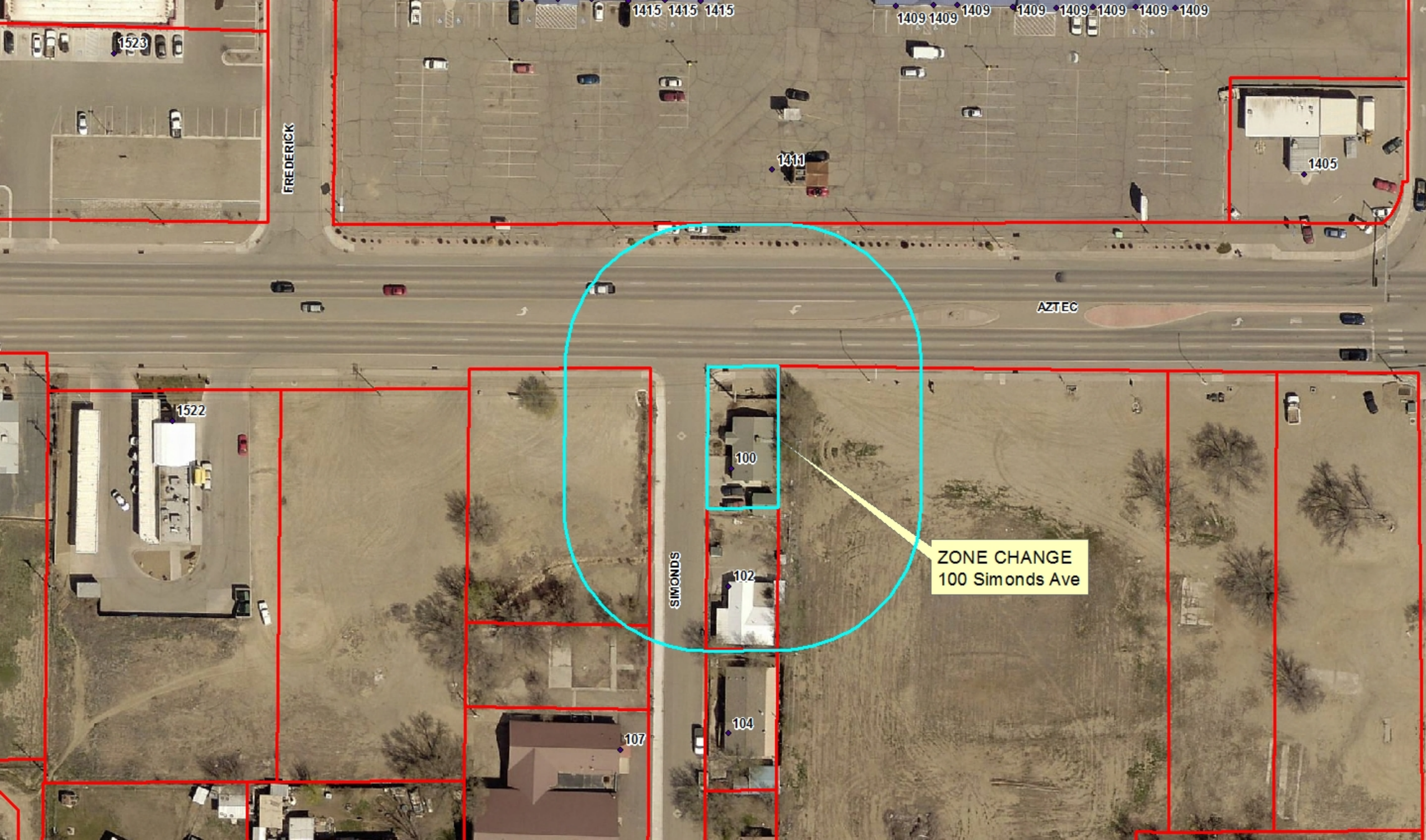
Conditional Use Application
CUP 19-02 222 N Main.

Notice is hereby given that an application has been filed with the City of Aztec-Community Development Department for a Conditional Use Permit to allow a Church at 222 N Main, Aztec, NM 87410 located in a C-1(Commercial Limited District). (Sec. 26-2-66) (TAX ID R0000513)

LEGAL DESCRIPTION

AZTEC ORIGINAL TOWNSITE SUBDIVISION LOTS 20, 21, 22, 23, 24 BLK 51

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, January 14, 2020 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.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AZTEC
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SIMONDS
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104
107
ZONE CHANGE
100 Simonds Ave

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry

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

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

NOTICE OF PUBLIC HEARING
ZONE CHANGE
PETITION NO. ZC 19-04

December 18, 2019

Dear Property Owner:

Notice is hereby given that an application has been filed with the City of Aztec - Community Development Department for a Zone Change from the General Commercial and Wholesale District (C-2) to the Office and Institution District (O-I) (COA 26-4-521, COA 26-2-22) for property located at 100 Simonds Rd. under the Tax ID R0001376, in the City of Aztec, San Juan County, New Mexico, as described below:

LEGAL DESCRIPTION
SIMONDS SUBDIVISION LOT 1 BLK 2 BK.1490 PG.195

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, January 14, 2020 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

You are receiving this letter because you may own property within 100 feet (excluding public right-of-way) of the proposed request. You are invited to attend the hearings noted above or submit written comments prior to the meeting to the Community Development Department at 201 W. Chaco Street, Aztec, New Mexico 87410. Please be advised that this petition could be canceled or withdrawn prior to the meeting date.

If you have any questions regarding this notice or would like additional information regarding this petition, please contact the Community Development Department at 505-334-7604.

Sincerely,

Erikka A. Martinez
Community Development Department
City of Aztec

Addresses for 100 Simonds Rd

R0001298
Dusty M and Freddie D Garcia
PO Box 86
Bloomfield, NM 87413

R4009811/1415 W Aztec Blvd
United Food Store No 3, Inc
900 Schofield Ln
Farmington, NM 87401

R0000893, R0000734
Chaffee Family Survivors Trust
Attn: Anna
1552 S. Citrus Ave
Escondido, CA 92027-4621

R0001241/ 102 Simonds Rd
Walter and Bessie Holthaus Trust
14815 Oakley Dr
Riverside, CA 92503

R0000079/ 104 Simonds Rd
Pete Blea and Margaret Martinez
104 Simonds Rd
Aztec, NM 87410

Staff Summary Report

MEETING DATE:	January 14, 2020
AGENDA ITEM:	X. Quasi-Judicial Hearings (Land Use) (B)
AGENDA TITLE:	CUP 19-02 – Conditional Use Permit— To Allow a Church in a C-1 Zoning District.
ACTION REQUESTED BY:	Danny Bost
SUMMARY BY:	Steven Saavedra - CFM, CZO

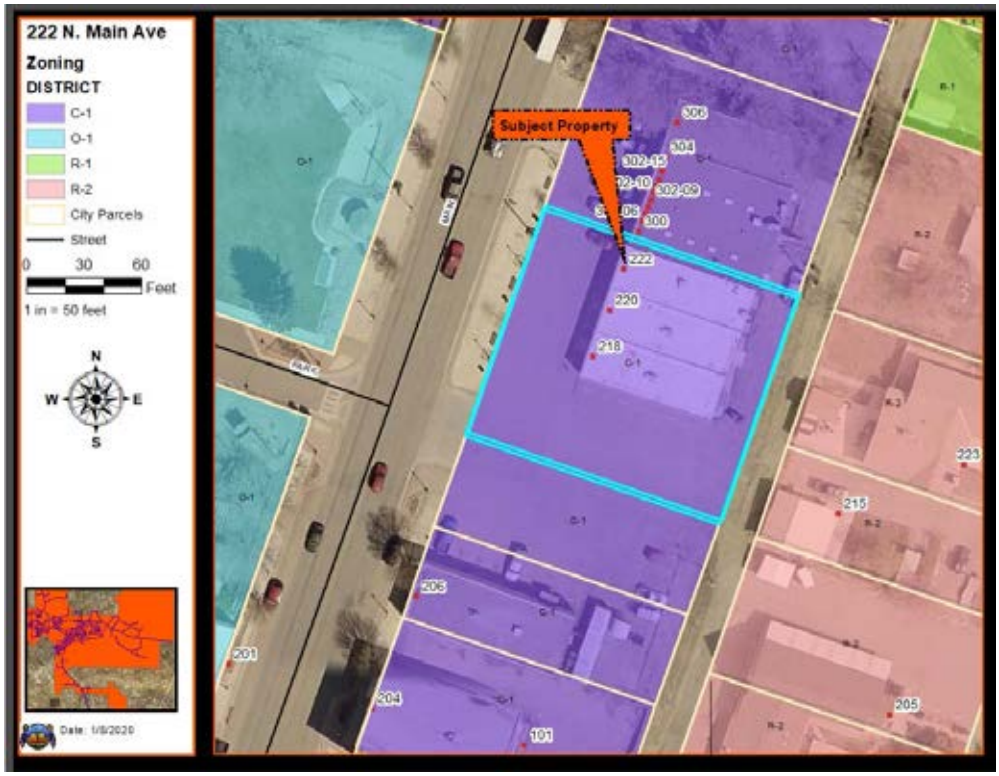
PROJECT DESCRIPTION / FACTS

Applicant	Danny Bost
Representative	N/A
Date of Application	12-09-2020
Requested Action	CUP 19-02 – Conditional Use Permit - to allow a Church in a C-1 District.
Location	222. N. Main Ave, Aztec,NM
Dimensions	Tax ID # R0000513
Existing Land Use	Commercial
Existing Zoning	C-1 Limited Retail / Neighborhood Commercial District
Surrounding Zoning	North: C-1 Limited Retail / Neighborhood Commercial South: C-1 Limited Retail / Neighborhood Commercial East: R-2 Multiple-Family Dwelling West: O-1 Office & Institutional
Notice	Property owners within 100-feet were sent notice by certified mail on December 16, 2019, and a classified ad was placed with the Daily Times on December 17, 2019.
FEMA SFHA	YES
MRA District	YES
Access	Aztec Blvd (NM Highway 516)

Summary

The applicant is proposing the placement of the New Harvest Church at 222 N. Main Avenue, Aztec, NM. The subject property is located in the C-1 Limited Retail / Neighborhood Commercial Zoning District and the Metropolitan Redevelopment Area (MRA). The C-1 District states that institutions, such as libraries, museums, schools, orphanages, assisted living facilities, are allowed without Commission approval. However, churches are not mentioned as allowed use by right per the C-1 District, and COA 26-4-501 stipulates, "any land use not specified under uses Permitted" within the text of this Chapter shall be considered a conditional use provided the applicant can demonstrate compatibility with other land uses in the

surrounding property or community. Therefore, the New Harvest Church is seeking approval of a conditional use permit in order to reside at 222 N. Main Ave.



The New Harvest Church was previously located in the C-1 District, at 207 S. Main Avenue., Aztec, NM. The New Harvest Church had been at 207 S. Main Ave since the summer of 2016. There is currently no conditional use permit on file for a church at 207 S. Main Ave. In the fall of 2019, a fire at 207 S. Main Ave forced New Harvest Church to relocate. Previous uses and business at 222 N. Main were Taho Laundry, Tropical Paradise, and Aztec Finance.

According to the COA Land Use Definition, a Church is defined as “a structure designed, used or intended for the purpose of conducting religious services including, but not limited to educational, social and other activities associated with the organization. This definition is strictly structurally defined and not faith-based” (COA 26-85). In 2000, the City of Aztec proposed ordinance 2000-254, stating churches, provided a development plan, approved in a PUD for zone, and defined a Church as a place of worship, please see exhibit 1. In 2001, the City of Aztec’s former Planning & Zoning Board rejected Ordinance 2000-254, as there were concerns regarding churches in Downtown and Aztec Blvd. Two primary concerns from the former Planning & Zoning Board were restrictions on alcohol sales and the appearance of a vacant structure. Businesses are not allowed to serve or sell alcohol within 300-feet of a Church unless the City Commission approves a waiver. Churches are typically occupied one or two days of the week. Therefore, the storefront appears vacant most days of the week. The City of Aztec never adopted ordinance 2000-254. The concerns from the former Planning & Zoning Board remain should a church appear vacant, and opposition to alcohol sales occur in the downtown district.

C-1 Limited Retail / Neighborhood Commercial District
Sec. 26-2-61. This district is established as a mixed use neighborhood commercial district. An activity permissive in this district should attempt to locate in or near the City's "Central Business

District". This district should contain the major bulk of the shopper's goods, specialty goods and professional services needed to satisfy the day-to-day requirements of the City's population. The district should also encourage in-fill housing, institutional uses, public buildings and spaces. (Code 2007, 26-61).

Conditional Use Permit Requirements
Approval or Denial. No "Conditional Use Permit" shall be approved or granted by the City Commission unless the conditional use:

(1) is necessary for public convenience at the proposed location. AZTEC CITY CODE CHAPTER 26 – LAND USE REGULATIONS 2019 JANUARY 10 26-80.

(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.

Analysis
Negative externalities, such as noise, smoke, flashing bright lights are not expected, based on the use and history of the New Harvest Church. The parcel of property is located in a FEMA Special Flood Hazard Area (SFHA), but the building structure is located outside of SFHA. The New Harvest Church may negatively influence the wellbeing of the downtown area if the church is closed or unoccupied most days of the week; the structure will appear vacant. Vacant or unoccupied structures are counter to Aztec's Downtown Metropolitan Redevelopment Area Plan (MRA) and the Comprehensive Plan. Both the Comprehensive and Downtown MRA Plan seeks to encourage economic activity in the downtown corridor. If the church appears vacant or blighted, this negatively influences the valuation of surrounding property, primarily commercial properties. Similar to a downzone, a church in a commercial district may create further nonconforming uses, loss of commercial property value, and a possible decrease in tax revenue for the City as a whole. The supply of commercial real estate is reduced, should a church occupy 222 N. Main Ave. It is imporatant to note the economic downturn has resulted in more than average vacant buildings in downtown in the past four years. A church is not an optimal use for the C-1 district, the MRA, or downtown; it, however, is preferable to a vacant storefront. To date, Community Development has not received any comments, questions, concerns, support or opposition to this conditional use permit request.

Suggested Options:

- Approval of the conditional use permit for a church in a C-1 District for property located at 222 N. Main Ave.
- Denial of the conditional use permit for a church in the C-1 District for property located at 222 N. Main Ave.

- Table the conditional use use permit for a church in a C-1 District for property located at 222 N. Main Ave.
- Approval of the conditional use permit for a church in the C-1 District for property located at 222 N. Main Ave. with the following conditions:
    1. The church must have lights turned on at all times, especially thought out the evening, in order to appear occupied when not in use;
    2. Continues display of plants, flowers, bushes, and or trees displayed outside of the the storefront in order to appear occupied;
    3. The church does not object to any and all current or future liquor licenses within 300-feet of the subject area;
    4. Window signs must adhere to sign requirements set forth in COA Sec. 20-4-4 "Window Signs. Permanent window signs shall not exceed twenty-five (25) percent of the area of a window or, in cases of buildings with numerous windows, shall not exceed twenty-five (25) percent of the total area of all windows combined. The total area of all window signs, including both permanent and temporary signs, shall not exceed fifty (50) percent of the window area or, in cases of buildings with numerous windows, shall not exceed fifty (50) percent of the total area of all windows combined";
    5. Adhere to the parking requirements set forth in Chapter 26-3-171(2);
    6. Lack of compliance with the listed conditions, may result in the revocation of the conditional use permit.

SUPPORT DOCUMENTS:

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

DEPARTMENT'S RECOMMENDED MOTION: Move to approve CUP 19-02, a request from Danny Bost, for a conditional use permit to allow a church in the C-1 District at 222 N. Main Ave, with the following conditions:

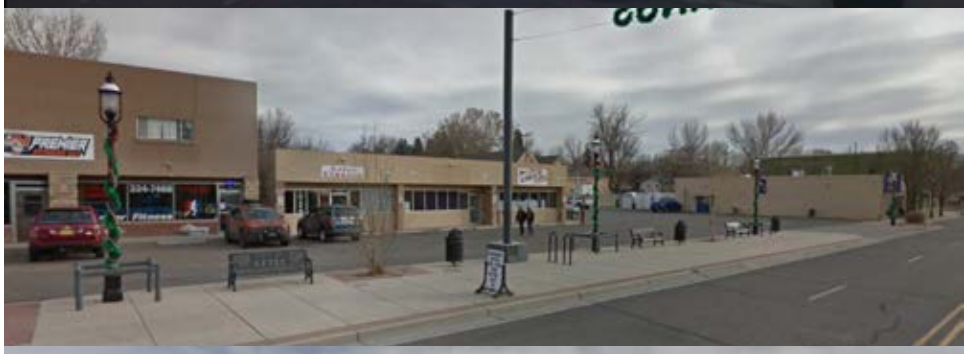
1) The church must have lights turned on at all times, especially thought out the evening, in order to appear occupied when not in use;
2) Continues display of plants, flowers, bushes, and or trees displayed outside of the the storefront in order to appear occupied;
3) The church does not object to any and all current or future liquor licenses within 300-feet of the subject area;
4) Window signs must adhere to sign requirements set forth in COA Sec. 20-4-4 "Window Signs. Permanent window signs shall not exceed twenty-five (25) percent of the area of a window or, in cases of buildings with numerous windows, shall not exceed twenty-five (25) percent of the total area of all windows combined. The total area of all window signs, including both permanent and temporary signs, shall not exceed fifty (50) percent

of the window area or, in cases of buildings with numerous windows, shall not exceed fifty (50) percent of the total area of all windows combined";

5) Adhere to the parking requirements set forth in Chapter 26-3-171(2);
6) Lack of compliance with the listed conditions, may result in the revocation of the conditional use permit.

OR

Move to deny CUP 19-02, a request from Danny Bost, for a conditional use permit to allow a church in the C-1 District at 222 N. Main Ave.



CITY OF AZTEC
CONDITIONAL USE APPLICATION

Permit #: CUP 19-02 Date Started: 12-09-19 Date Approved: _____ Fees Paid: _____

PROPERTY OWNER CONTACT INFORMATION

Name: Danny Bost dba New Harvest Church
Mailing Address: 222 N. Main Ave Aztec NM 87415
Phone: 505-333-5970
Email: Bostcustom@gmail.com

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 222 N Main
Tax ID: R0000513 Parcel Size (ac): .40
Zone District: C-1
Current Use: Church
Proposed Use: Church
Flood Zone Designation:

REASON FOR REQUESTING A CONDITIONAL USE

We would like to utilize the facility for a church

APPLICANT SIGNATURE

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

Signature: Danny Bost Date: 12/9/19

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING
Fees are: $10 Administration Fee + $250 Conditional Use Fee = **Total $260**

Sept 2016

CITY OF AZTEC
CONDITIONAL USE APPLICATION

Permit: _____ Date Filed: _____ Date Approved: _____ Fee Paid: _____

PROPERTY OWNER CONTACT INFORMATION

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: _____

Tax ID: _____ Parcel Size (acre): _____

Zone District: _____

Current Use: _____

Proposed Use: _____

Flood Zone Designation: _____

REASON FOR REQUESTING A CONDITIONAL USE

_____

_____

_____

_____

APPLICANT SIGNATURE

I, _____ (print name), _____ (hereby certify that I have read the application and hereby agree and state under penalty of perjury that all statements made herein are accurate and complete submitted with the application and that I and I shall adhere to Land Management Regulations of the City of Aztec.

Signature: _____ Date: _____

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Application Fee = $250.00 Additional Fee = Total $250

CITY OF AZTEC
CONDITIONAL USE EVALUATION

Permit #: CUP 19-02

1. Is the Conditional Use necessary for public convenience? ____ No ____ Yes
2. Does the Conditional Use impose a health issue on the public? ✓ No ____ Yes
3. Does the Conditional Use impose a safety issue on the public? ✓ No ____ Yes
4. Is the Conditional Use detrimental to the property? ____ No ____ Yes
5. Is the Conditional Use detrimental to surrounding properties? ____ No ____ Yes
6. Have a majority of the property owners within 100 ft signed a written protest? ✓ No ____ Yes

CITY OF AZTEC
CONDITIONAL USE EVALUATION

Permit #: _____

1. Is the Conditional Use necessary for public convenience? ____ No ____ Yes
2. Does the Conditional Use impose a health issue on the public? ____ No ____ Yes
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6. Have a majority of the property owners within 100 ft signed a written protest? ____ No ____ Yes

CITY OF AZTEC
CONDITIONAL USE CHECKLIST

✓ **Applicable Fees**

Administrative Fee	$10
Conditional Use Permit Fee	$250

_____ **Detailed site map which includes the following:**

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

_____ **Ownership**

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

_____ **Legal Description**

Includes the legal description or physical address of the property.

_____ **Proposed Use**

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

Church.

CITY OF AZTEC
CONDITIONAL USE CHECKLIST

Applicable Fees

Administrative Fee	$10
Conditional Use Permit Fee	$250

Detailed site map which includes the following:

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

Ownership

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

Legal Description

____ Includes the legal description, or physical address of the property

Proposed Use

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

Check.

LEASE

Lease made this 1st day of Sept 2019, between Danny Bost dba New Harvest Church herein referred to as Lessor, and Fred + Georgia Brandenburg herein referred to as Lessee. In consideration of the mutual covenants contained herein, the parties agree as follows:

I. DESCRIPTION OF PREMISES

Lessor leases to Lessee the premises located at 222 N. Main St Aztec. N.M. and described more particularly as:

That section of the floor space of the building located at 222 N. Main St as agreed to between the parties. A sketch of the floor plan and the portioned leased to Lessee is attached hereto and hereby incorporated by reference.

II. TERM

The term of this lease is for ONE year beginning on Sept 1st 2019, and terminating on Aug 31st 2020, ____ 12 O'clock A.M.

III. RENT

The total rent under this lease is to be a minimum of SEVENty two hundred (7200). Lessee shall pay Lessor that amount in installments of (600) each month, beginning Sept 1st 2019 _____, with succeeding payments due on the first day of each month thereafter during the term of the lease. Rent shall be paid to Lessor at 223 N. Church Ave Aztec N.M

This rental amount shall not include utilities or Telephone Service. Lessee shall be responsible of his own utilities and telephone installation, service and monthly billings.

IV. SECURITY DEPOSIT

Upon signing this lease Lessee has a deposit of 600 00 with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions herein and for payment of any final Judgment that may be rendered against Lessee for a breach of those terms and conditions. No interest shall be paid on this deposit. The rights of Lessor against Lessee for breach of this lease shall in no way be limited or restricted by this deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein. This deposit shall represent a first and last month rental fee. The deposit shall be applied to the first month's rent and may be applied to the final month's rent at Lessor's option. Should these premises be sold, Lessor may transfer or deliver this deposit to the purchaser which delivery shall discharge them from any further liability with respect to the security deposit.

V. USE OF PREMISES

The premises are to be used solely for the purpose of operating a Church Lessee shall restrict its use to such purpose without the written consent of Lessor.

VI. REPAIRS AND MAINTENANCE

Lessee shall maintain the premises and keep them in good repair at his own expense, except that rear exterior walls and the roof will be maintained in good condition by Lessor. Lessee shall maintain and repair windows, doors, light bulbs, electrical and plumbing systems, and interior walls. Repair of any damage to the interior shall be the responsibility of Lessee; all repairs will comply to applicable codes and regulations.

VII. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

Lessor represents that the premises are in fit condition for use by Lessee. Acceptance of the premises by Lessee shall be construed as recognition that premises are in good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term, or and renewal thereof, in the same condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires, and storms. Before delivery Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.

VIII. PARTIAL DESTRUCTION OF PREMISES

Partial destruction of the leased premises shall not render this lease void or voidable, nor terminated except as herein provided. If the premises are partially destroyed during the term of the lease, Lessor shall repair them as soon as such repairs can be made; the repairs are to be made in conformity with applicable governmental laws, regulations, and codes, within 120 days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to Lessee within 15 days after any partial destruction. Rent may be reduced proportionally to the extent to which the repair operations interfere with the business conduct on the premises by Lessee. Reduction of the rent shall be solely at Lessor's option. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to Lessee as provided herein. If the repairs cannot be made within 120 days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this lease.

If partial destruction of the Lease premises is due to Lessee's or his agent's negligence, Lessee shall be fully responsible for all repairs. If all repairs are not completed within 120 days of the partial destruction, Lessor shall have the option to make all repairs and obtain reimbursement from the Lessee therefore.

IX. ENTRY OF PREMISES BY LESSOR

Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without making alterations, additions, or repairs, all without incurring liabilities to Lessee for the disturbance of quiet enjoyment of the premises, or lose of occupation thereof.

X. SIGNS

Lessee shall conduct and place on the exterior of the premises only such signs as are necessary to the business of Church. Lessee shall remove all such signs, displays, advertisements, or decorations within 15 days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the premises and remove them at the expense of Lessee.

XI. NON LIABILITY OF LESSOR FOR DAMAGES

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

XII. LIABILITY INSURANCE

Lessee shall procure and maintain in force at his expense during the term of this lease and any extension thereof, general liability insurance with insurers and through brokers approved by Lessor in the minimum amount of $300,000.00 for each occurrence. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses and copy of the policy shall be delivered to Lessor for keeping. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least five days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, Lessor may procure repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

XIII. ASSIGNMENT, SUBLEASE, OR LICENSE

Lessee shall not assign or sublease the premises or any right to privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof with first obtaining the written consent of Lessor. A consent by Lessor shall not be consent to a subsequence assignment, sublease or occupation by other persons. An unauthorized assignment, sublease or license to occupy by Lessee shall be void and shall terminate this lease at the option of Lessor. The interest of Lessee in this lease is not assignable by operation of law without the written consent of Lessor.

XIV. TAXES AND ASSESSMENTS

Lessor shall pay, and keep current, all taxes assessed to the real property valuation and external building of the premises. Lessee shall be responsible for payment of all taxes assessed on the personal property located on the interior of the building and for any regularly incurred business taxes.

XV. DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease be Lessee:

1: If Lessee or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

2: If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against the Lessee, or if a receiver or trustee shall be appointed of substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 10 days after the institution or appointment.

3: If Lessee shall fail to pay the Lessor any rent or additional rent when the rent shall become due and shall not make payment within five days after notice thereof by Lessor to Lessee.

4: If Lessee shall fail to perform or comply with any of the conditions of this lease and if non performance shall continue for a period five days after notice thereof by Lessor or to Lessee or, if the performance cannot be reasonably had within the five day period, Lessee shall not in good faith have commenced performance within the five day period and shall not diligently proceed to completion of performances.

5: If Lessee shall vacate or abandon the leased premises.

6: If this lease shall be transferred to or passed to any other person or party, except in the manner herein permitted.

XVI. EFFECT OF DEFAULT

It is expressly understood and agreed between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants or agreements herein contained to be kept by Lessee, Lessee's executors, administrators, assigns, and successors in interest, it shall and may be lawful for the Lessor, Lessor's heirs, executors, administrators, agents, attorneys, assigns, or successors in interest, at Lessor's election to declare said term ended and to re-enter the said premises, or and part thereof, either with or without process of law, to expel, remove, and put out, the Lessee, or and other person or persons occupying the same, using such force as may be necessary in so doing, and to repossess and enjoy the same premises again as in its first and former state, and distrain for any rent that may be due thereon any property belonging to Lessee, whether the same be exempt from execution and distress by law or not, and Lessee in that case hereby waives any all legal rights which Lessee now has, or may have, to hold or retain any such property under any exemption laws not in force in the State, or in any other way; meaning and intending hereby to recognize in Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, a valid first lien as provided in the laws of New Mexico, upon any and all goods, chattels, and other property belonging to Lessee and located in said premises as security for the payment of said rent and fulfillment of the faithful performance of conditions in the manner aforesaid, anything hereinbefore mentioned to the contrary not with standing. And if at any time said term shall be ended at such election of Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, as aforesaid, or in any other way, Lessee, Lessee's heirs, executors, administrators, assigns, or successors in interest, do hereby covenant and agree to surrender and deliver up the above describe premises and property peaceably to Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, immediately upon the termination of said term as aforesaid, and if Lessee shall remain in possession of the same 10 days after notice of such default, or after the termination of the lease in any of the ways above named. Lessee shall be deemed guilty of a forcible detainer of said premises under the statute and shall be subject to all the conditions and provisions above named, and the eviction and removal forcible or otherwise, with or without process of law as above stated. And it is further convenanted and agreed by and between the parties hereto that the Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this indenture by Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest.

XVII. ATTORNEY'S FEES

If Lessor files as action to enforce any agreement contained in this Lease or for breach of any covenant of this lease, Lessee shall pay Lessor reasonable attorney's fees for the services of Lessor's attorney in the action.

XVIII. OPTION TO RENEW

Lessor grants Lessee an option to renew this lease for a period of one to five years after expiration of the term of this lease at a rental to be determined by the parties at the time of the renewal. The monthly rental payment shall be adjusted to reflect the increase in the Consumer Price Index as reported by the United States Government, but no more than 10% in any one year. To exercise this option to renew, Lessee must give Lessor written notice of intention to do so at least 60 days before this lease expires.

XIX. NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage pre-paid and return receipt requested, to the party to be notified and the address set forth below or at such other address as either party may from time to time designate in writing.

XX. TOTAL AGREEMENT

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument executed by the parties here to. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first written above.

Fred C. Brandenburg
Georgia Brandenburg

Danny Bost

CITY OF AZTEC
PLANNING AND ZONING BOARD MEETING
January 9, 2001

I. CALL TO ORDER

Tony Tristano called the meeting to order at 5:30 PM at the Public Works Building located at 303 S. Ash St., Aztec, NM.

MEMBERS PRESENT:	David Selby, Jessica Polatty, Beth Rabourn, Tony Tristano, Norman Tucker and George Jewett.
MEMBERS ABSENT:	Don Looney
OTHERS PRESENT:	Erick Aune, Ed Kotyk, Brandy Candelaria and John Martin

II. APPROVAL OF MINUTES OF LAST MEETING – December 12, 2000

Tony Tristano suggested that the approval of the December 12, 2000
minutes be postponed until changes are made. He asked that on page two at the very bottom it states that George Jewett asked where the drainage ponds should be placed and then it goes on to page three where Erick Aune responded at the base of Oliver. Tony questioned Erick on where the base of Oliver is, the board came to the conclusion that it should be changed to where the proposed property lines meet Oliver Street. Tony Tristano and Beth Rabourn questioned the subdivision drainage onto the road. Erick responded that it would be discussed this evening. Tony Tristano and George Jewett questioned the wording of minutes on page four " Discussion continued about the language of the ordinance." Tony Tristano stated that not being at the meeting and having to rely on the minutes, that sentence does not give enough important details and asked that the details of the discussion be put into the minutes. Beth Rabourn should be taken out of the moved motion in the tabling of the Church Ordinance. Jessica Polatty's name should be corrected on page three.

III. OLD BUSINESS

A. An application for a Preliminary and Final Plat of the Chamisa Loma Subdivision located on the East Side of Oliver 100 feet North of Sierra Street, Aztec, New Mexico.

Erick Aune introduced Mr. John Martin to the board as the owner of said property. Erick gave background information on the subdivision, an engineer was hired to look at the three lots and did some calculations in regards to the run off of the developed land. Three holding ponds at the bottom of the lots adjoining the street were recommended. Erick Aune, Steve Christensen - Public Works Director, John Martin, Ken George - Electrical Director and the engineer met on site to discuss what was sufficient for a minor subdivision with fairly steep slopes and with a lot of runoff in the area. Discussed the historical runoff of the subdivision. Erick concluded that the added runoff to the historical runoff would not affect the neighboring landowners. Jessica Polatty questioned where the runoff drains. Erick responded Hwy 516. Tony Tristano asked if the drains have been revised since the last flood. Erick responded no. Tony Tristano questioned Erick Aune more about the runoff to the street and intersection.

George Jewett asked if the drainage pond concept has been changed to retaining walls. Erick Aune responded that Mr. Martin now has proposed that there will be retaining walls and drainage easements, built into the plat.

Jessica Polatty asked if there would be any kind of road to the back of the property for easement. Mr. Martin responded that there already is a road for easement.

MOVED by Jessica Polatty **SECONDED** by Beth Rabourn to approve the Preliminary and Final Plat of the Chamisa Loma Subdivision with the addition of the 36 inch retaining walls. All voted aye.

B. Final Adoption of Ordinance 2000-254 to adopt City of Aztec Zoning Ordinance Amendment to specifically include "Church" as

a conditional use in the Office and Institutional Zone, the Commercial – 1 and 2 zones, and the Manufacturing 1 and 2 Zones.

Erick Aune began discussion with the history of the Ordinance by beginning with the Federal and State Laws concerning this issue. Erick went on to describe the sequence of events in the past. The church community gathered, presented him with a letter to request this issue to be put on the next Commission Meeting Agenda. Erick's response was to redraft the Amendment to include churches as a conditional use in all zones. Which conditional use means considering parking access, health and safety

issues and conditions. One person from the audience group wanted the word church to be taken out of the amendment and changed to something more broad based. After researching the proposed word "organization", came to the conclusion that organization is too broad of a term and did not change the amendment with the word. But added place of worship to the amendment. At the last P & Z meeting the representative of the church community was not happy with the change.

Norman Tucker stated that laws are not separating the churches but protecting them.

Beth Rabourn asked how does the Federal law address the wording of organizations or churches.

Erick Aune responded that they use churches in the Federal Law.

Erick Aune expressed his concerns that if you change the wording and eliminated the word church, in the future that there could be ultimate discrimination because they are not addressed specifically.

Tony Tristano stated that he agreed with using the term church in the Ordinance. Church is used only because of its common use and has become a common term. And proposed to leave the word church in and change the definition of the word church.

Tony Tristano then brought up the issue that there has been a concern with churches on main and parking. And there is mutual concern with other organizations on main and their parking issues.

Erick Aune responded that is a common misunderstanding with this issue. These other organizations were grandfathered in and look like there is discrimination against the churches.

Tony Tristano asked how this was going to look if they allow the grandfathered organizations to stay but do not allow the churches on main.

Erick Aune responded that after meeting with the San Juan Lodge he explained to them that if they are looking to move off main or to another location on main, the grandfather is removed and you will have to go through the same process as the churches. And they would be out of compliance and

they could not stay on main. Then they would go through the process of rezoning to office and institutional or obtain a special use permit. So the question is what direction do we take? Erick's recommendation is to put this on hold and decide what is the intent of the board and do you want to keep the churches on Main Street.

David Selby stated that he is not convinced that we should allow the churches to be on mainstreet when we have plenty of area for them in the residential areas. There are concerns that a storefront church could damage the appearance of mainstreet.

Tony Tristano agreed with David and also would like to make the point that if these organizations are occupying these spaces on Main Street only one day out of the week, it makes the space look vacant six days out of the week.

Beth Rabourn explained that is not fair to the other retailers on main who are trying to draw in traffic.

Tony Tristano addressed that the businesses in Aztec have to work as a team, and if businesses start leaving main street there is less of a draw as a whole to downtown Aztec. And that is Aztec's only commercial area in town other than Hwy 516.

David Selby stated that he has concerns with the alcohol issue concerning churches in the area and empty buildings majority of the time on main.

Erick Aune asked if the City were using the zoning laws with a compelling reason to the welfare of the town. Is it unreasonable to say no to commercial districts.

Norman Tucker said that he felt they should come up with a compromise for the churches.

Erick Aune said that would put us in the realm of government in private sector, and we can't do that. And there is a responsibility on the landowners to understand the parameters of the zoning of land they are buying. And if they can't function in those parameters then it is up to them to be responsible to sell or follow compliance.

George Jewett said that education of landowners should be the front line of enforcement of the code.

Tony Tristano stated that there is residential area for the churches and then referred to the Ordinance 2000-254, second paragraph stating that the City of Aztec is empowered pursuant to NMSA 1978, Section 3-17-1 to adopt ordinances for the purposes of providing for the safety, preserving the health promoting the welfare of the municipality and its inhabitants. He went on to say that the board is honestly acting in the best interest of their commercial district.

Erick Aune asked the board direction on how to handle this issue.

MOVED by David Selby and SECONDED by Tony Tristano to reject the adoption of the Ordinance 254-2000 to include "Church" as a conditional use in the Office and Inst6itutional Zone, the Commercial -1

and 2 zones, and the Manufacturing 1 and 2 Zones. And on a side note that the commission get a detailed copy of the boards discussion. All voted aye.

IV. NEW BUSINESS

A. Special Use Permit requested by DayBreak Center, to allow for a Community Residential Program facility for battered women at 305 E. Chuska, Aztec, New Mexico, zoned Office and Institutional.

Item was removed from agenda due to the DayBreak Center could not come up with the funding.

V. ADJOURNMENT

MOVED by Jessica Polatty and SECONDED by Beth Rabourn to adjourn the meeting at 6:42 P.M. All Voted Aye.

ORDINANCE 2000-254

An ordinance amending Chapter 26 of the Code of the City of Aztec, and revising the City of Aztec Zoning Ordinance adopted and amended June 30, 1975, and January 6, 1975, respectively, providing under a "Conditional Use" in the Commercial 1-2 and Manufacturing 1-2 "Church, provided a development plan is submitted and approved as required in the PUD Zone." And further to amend the definition of "Church" to read "Church or Place of Worship."

WHEREAS, The City of Aztec is empowered pursuant to NMSA 1978, Section 3-17-1 (Repl. 1995) to adopt ordinances for the purposes of providing for the safety, preserving the health promoting the welfare of the municipality and its inhabitants:

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AZTEC, NEW MEXICO, THAT SECTION 26-1.15 E, 26-1.16 G, 26-1.17 E, 26-1.18 C be amended as follows:

26-1.15(E) **C-1 (Limited Retail And Neighborhood Commercial Zone) Conditional Uses** - Except Mortuaries and Studio

1. Any Conditional use permitted in the 0-1 Zone except 26-1.14(G) 3. and 26-1.14(G) 4.

2. Theaters and commercial auditorium.

3. Amusement centers, including dance halls, nightclubs, bowling alleys, billiard halls, boxing arenas, miniature golf course, games of skill and other similar activities.

4. Multiple Family Dwellings designed for two or more family units with the number of families in residence not exceeding the number of dwelling units provided. This may include apartments, duplex, townhouses and condominiums.

5. *Church, provided a development plan is submitted and approved as required in the PUD zone.*

26-1.16(E) **C-2 General Commercial and Wholesale Zone Conditional Uses**

1. Restaurants or cafes provided such facilities are for the use of the people working or residing within the Zone.

2. Rendering plants and slaughter houses, provided that such activities are completely enclosed within a building or structure, that all objectionable noise and odor is confined to the premises, and that such activity shall be at least three hundred (300) feet from any dwelling or other structure having public use, and provided further, that the area of the lot shall be not less than five (5) acres in size.

3. Special manufacturing processes permitting the manufacturing of paints, petroleum by-products, plastics, asphalt, and other similar activities,

provided that, suitable precautions are made for the protection of surrounding property and the health and welfare of residents in the Zone.

4. *Church, provided a development plan is submitted and approved as required in the PUD zone.*

26-1.17(E) **M-1 (Light Manufacturing Zone) Conditional Uses Conditional Uses**

1. Restaurants or cafes provided such facilities are for the use of the people working or residing within the Zone.

2. Rendering plants and slaughter houses, provided that such activities are completely enclosed within a building or structure, that all objectionable noise and odor is confined to the premises, and that such activity shall be at least three hundred (300) feet from any dwelling or other structure having public use, and provided further, that the area of the lot shall be not less than five (5) acres in size.

3. Special manufacturing processes permitting the manufacturing of paints, petroleum by-products, plastics, asphalt, and other similar activities, provided that, suitable precautions are made for the protection of surrounding property and the health and welfare of residents in the Zone.

4. *Church, provided a development plan is submitted and approved as required in the PUD zone.*

26-1.18(E) **M-2 (Heavy Manufacturing Zone) Conditional Uses**

The following uses shall be permitted, provided the Commission and Board first approves them:

1. Any Conditional Use as described for the M-1 Zone.

2. Objectionable activities permitting the following to include such items as bone distillation, fat rendering, cement or lime manufacturing, explosives, fertilizer, glue, stock yards and feeding pens, extensive slaughtering operations, tanneries and hide curing, wool pulling or scouring, alfalfa processing, fertilizer mixing or manufacture, or other similar activities provided those suitable protective measures as determined by the Commission shall be imposed on the facility in advance, and provided further, that periodic inspections by the Zoning Administrator shall be made at the discretion of the Commission to insure compliance with any special rules or protective measures.

3. *Church, provided a development plan is submitted and approved as required in the PUD zone.*

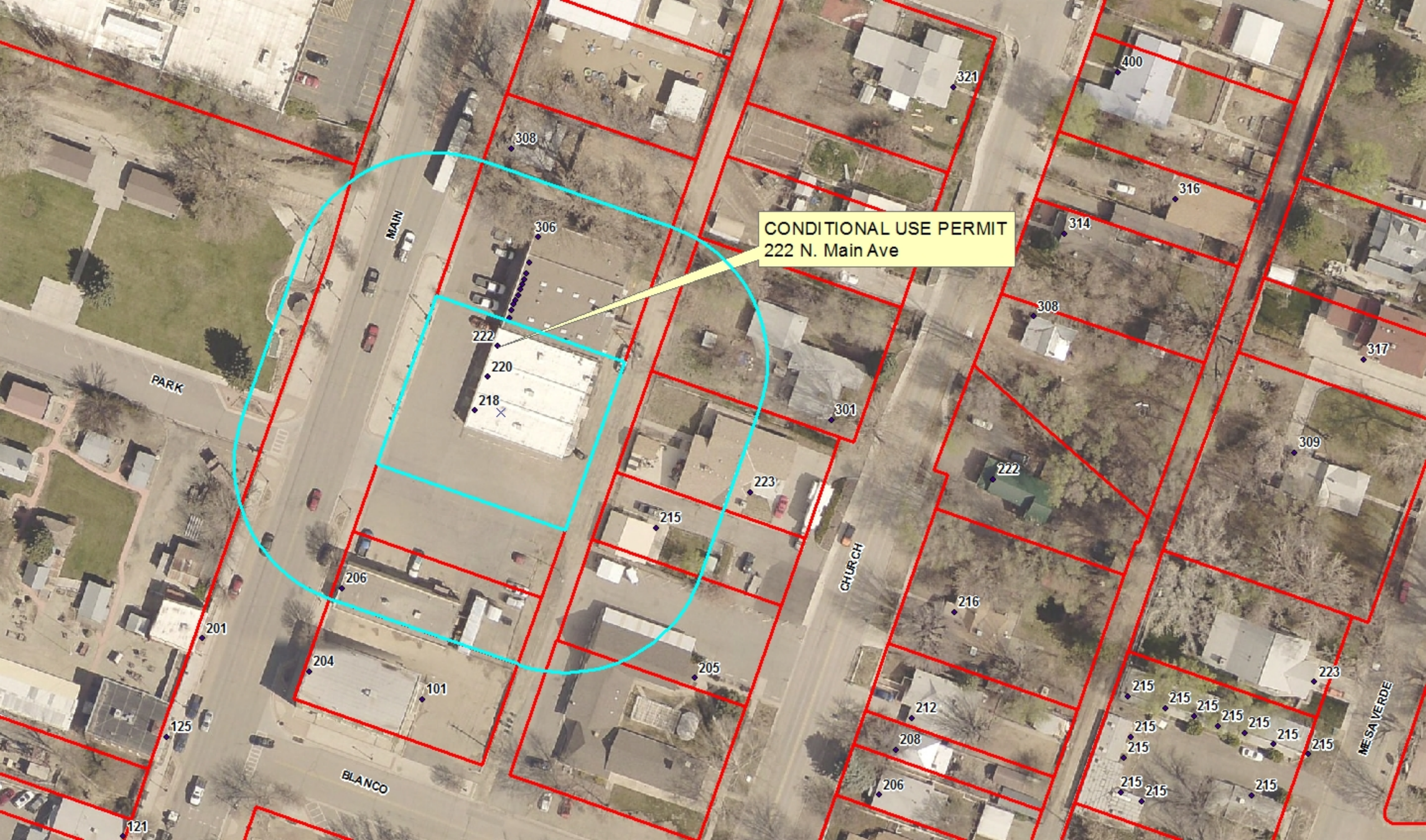
FURTHERMORE THAT SECTION 26-1.28 DEFINITIONS BE AMENDED TO READ AS FOLLOWS:

CHURCH or PLACE OF WORSHIP
A structure designed, used or intended for the purpose of conducting religious services including, but not limited to educational, social and other activities associated with the organization.

PLACE OF WORSHIP
(See CHURCH)

Be it ordained by the Governing Body of the City of Aztec, New Mexico.

Ordinance 2000-254 – Revisions to C-1/2 and M-1/2 Zoning


CONDITIONAL USE PERMIT
222 N. Main Ave
MAIN
PARK
BLANCO
CHURCH
MESA VERDE
308
306
222
220
218
206
204
201
125
121
101
321
223
215
205
301
400
316
314
308
222
216
212
208
206
317
309
223
215

B & R Partners LLC
8450 Hood Mesa
Farmington, NM 87402

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Farmington, NM 87402

B & R Partners LLC
8450 Hood Mesa
Farmington, NM 87402

Christopher & Jenn
Middlebrook Trust
19 Rd 2965
Aztec, NM 87410

Christopher & Jenn
Middlebrook Trust
19 Rd 2965
Aztec, NM 87410

Christopher & Jenn
Middlebrook Trust
19 Rd 2965
Aztec, NM 87410

Marlin & Mary Nossaman
5819 Amherst Farms Ln
Fulshear, TX 77441

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Fulshear, TX 77441

Marlin & Mary Nossaman
5819 Amherst Farms Ln
Fulshear, TX 77441

Aztec Presbyterian Church
Attn: Rob
205 N. Church
Aztec, NM 87410

Aztec Presbyterian Church
Attn: Rob
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Aztec, NM 87410

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Attn: Rob
205 N. Church
Aztec, NM 87410

Fred & Georgia Brandenburg
PO Box 1005
Aztec, NM 87410

Fred & Georgia Brandenburg
PO Box 1005
Aztec, NM 87410

Fred & Georgia Brandenburg
PO Box 1005
Aztec, NM 87410

Kris & Sarah Brandenburg
301 N Church
Aztec, NM 87410

Kris & Sarah Brandenburg
301 N Church
Aztec, NM 87410

Kris & Sarah Brandenburg
301 N Church
Aztec, NM 87410

Barry & Linda Goldburg
419 E Main
Farmington, NM 87401

Barry & Linda Goldburg
419 E Main
Farmington, NM 87401

Barry & Linda Goldburg
419 E Main
Farmington, NM 87401

Danny Bost
222 N Main Ave
Aztec, NM 87410

Danny Bost
222 N Main Ave
Aztec, NM 87410

Danny Bost
222 N Main Ave
Aztec, NM 87410

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry

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

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

NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT REQUEST
PETITION NO. 2019-02

December 18, 2019

Dear Property Owner:

Notice is hereby given that an application has been filed with the City of Aztec - Community Development Department for a Conditional Use Permit to allow a Church at 222 N Main Ave., Aztec, NM located in the C-1 : Limited Retail/Neighborhood Commerical District

LEGAL DESCRIPTION:
AZTEC ORIGINAL TOWNSITE SUBDIVISION LOTS 20, 21, 22, 23, 24 BLK 51
BK.1481 PG.803
Otherwise known as: 222 N. Main Ave.

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, Janaury 14, 2020 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

You are receiving this letter because you may own property within 100 feet (excluding public right-of-way) of the proposed request. You are invited to attend the hearings noted above or submit written comments prior to the meeting to the Community Development Department at 201 W. Chaco Street, Aztec, New Mexico 87410. Please be advised that this petition could be canceled or withdrawn prior to the meeting date.

If you have any questions regarding this notice or would like additional information regarding this petition, please contact the Community Development Department at 505-334-7604 or ssaavedra@aztecnm.gov

Sincerely,

Erikka A. Martinez
Community Development