

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
December 15, 2015
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. PRESENTATION

 VFW Post 614-Eloy Howard

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CONSENT AGENDA

- A. Commission Meeting Minutes, November 17, 2015
- B. Travel Requests
- C. Resolution 2015-978 Surplus
- D. Fire Department Light Rescue Unit Purchase
- E. Memorandum Of Understanding Between City of Aztec and San Juan Animal League
- F. Memorandum Of Understanding Between City of Aztec and Humane Society of the Four Corners

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"

X. ITEMS FROM CONSENT AGENDA

XI. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting. This is for items not otherwise listed on the agenda)

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

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

XII. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2015-449 Amending Section 16-15 Golf Course Fees
- B. Resolution 2015-979 Establishing of Golf Course Fees

XIII. LAND USE HEARING

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XV. DEPARTMENT REPORTS

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

XVI. CLOSED SESSION

- A. Closed Session Pursuant to Section 10-15-1H(8) Purchase of Real Property
- B. Contract for Negotiations for Purchase of Power Agreement

XVII. BUSINESS ITEM (2)

- A. Approval of Purchase of Real Property

XVIII. 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 24 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
November 17, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:05pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Police Chief Mike Heal

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Community Development Director William Homka

IV. ROLL CALL

Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sherri Sipe; Commissioner Sheri Rogers;

Members Absent: Commissioner Katee McClure; Commissioner Roberta Locke

Others Present: City Attorney Larry Thrower; City Manager Joshua Ray; City Clerk Karla Saylor; Project Manager Ed Kotyk (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Mayor Pro Tem Sipe, SECONDED by Commissioner Rogers to Approve the Agenda as Presented

VI. PRESENTATION

San Juan County Historical Society-Zang Wood

Zang presented commission with Iron Ladies of San Juan County New Mexico book by Marilu Waybourn. He gave an update to commission on San Juan County Historical Society for 2015.

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

Josh recognized citizen Renee Doherty. Jose recognized Bob Carmen, Code Compliance Officer for being a member of the American National Conference Committee Association. He mentioned that the City got recognition from the American Association of Code Enforcement for National Sick of Signs Campaign. Josh recognized Anita Velasquez and Anna Valdez in Motor Vehicle Department for good Customer Service. Josh recognized Larry Thrower for practicing law for 40 years and finally Josh recognized Chief Mike Heal for becoming Vice President of the Chiefs Association.

VIII. CONSENT AGENDA

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to Approve the Consent Agenda as presented

- A. Commission Workshop Meeting Minutes, October 27, 2015
- B. Commission Meeting Minutes, October 27, 2015
- C. Travel Requests
- D. Resolution 2015-972 Surplus
- E. Resolution 2015-973 NMDOT Control No. C5150949 East Aztec Arterial Funding Agreement
- F. Resolution 2015-974 Regular Municipal Election Resolution of March 1, 2016
- G. Bid 2016-538 Aerial Lift-Bucket Truck
- H. Resolution 2015-975 NMDOT Control No. C5142088 East Aztec Arterial Funding Agreement
- I. Intergovernmental Agreement With San Juan County for Detention Center Services Amendment Seven
- J. Bid 2016-0526 S. Church Ave Reconstruction (Paving) Change Order #1 (Final)
- K. FAA Revenue Use Letter
- L. Resolution 2015-976 Application to BLM for Surface ROW for East Aztec Arterial
- M. Resolution 2015-977 Application to BLM for Waterline ROW for East Aztec Arterial

IX. ITEMS FROM CONSENT AGENDA

None

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2015-447 Amending Chapter 17, Section 17-3 Safety Policy

Josh mentioned that there have been no changes since intent to adopt.

MOVED by Commissioner Rogers, SECONDED by Mayor Pro Tem Sipe to Approve Final Adoption of Ordinance 2015-447 Amending Chapter 17-3 Safety Policy

All Voted Aye: Motion Passed Three to Zero

B. Final Adoption of Ordinance 2015-448 Amending Chapter 17, Section 17-1 Personnel Policy

Josh mentioned that there have been no changes from intent to adopt ordinance.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commission Rogers to Approve Final Adoption of Ordinance 2015-448 Amending Chapter 17, Section 17-1 Personnel Policy

All Voted Aye: Motion Passed Three to Zero

C. Intent to Adopt Ordinance 2015-449 Amending Section 16-15 Golf Course Fees

Josh mentioned that due to the nature of the Golf Course business, staff has determined that adjustment of fees via ordinance can be problematic. Staff recommends that golf course fees be added or amended via Resolution expediting Commission approval and allowing the golf course to be more competitive with other local golf courses and have the ability to institute special and promotional event fees in a timely manner.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to Approve Intent to Adopt Ordinance 2015-449 Amending Section 16-15 Golf Course Fees

All Voted Aye: Motion Passed Three-Zero

XII. LAND USE HEARINGS

A. 2015 Mankin Land Group-New Drill Site Permit

Mayor Burbridge opened the Land Use Hearing for 2015 Mankin Land Group-New Drill Site Permit. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a

conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and reviewed the Order of Presentation.

Bill Homka, Community Development Director mentioned that this request seeks approval of drill on a new gas well by Mankin Land Company LLC on behalf of BP America. The proposed site is in the City's eastern area but north of Navajo Dam Road.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to approve 2015-11, an Oil & Gas Well Application submitted by the Mankin Land Company, LLC on behalf of BP America Production Company for permission to construct a new well at the location indicated per Findings of Fact 1 Through 11

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh mentioned the Conoco Breakfast would be on January 6, 16 if any of the commissioners are interested in attending. He mentioned that the new fuel tank at the airport will be installed in January, and mentioned that the Thanksgiving potluck will be in the commission room on Thursday and invited commission to attend. Josh finally mentioned that the food collected for ECHO will be taken in on Wednesday to be weighed.

Mayor Burbridge mentioned that she will be attended the National League of Cities Conference in Nashville, TN . Mayor Burbridge reviewed schedule for Aztec Sparkles event on December 12th.

Mayor Pro-Tem Sipe mentioned that she was asked if herself or any of the other commissioners would be interested in judging a chili contest at First Baptist Church. She also mentioned that she would be attending EDAB meeting on Thursday.

XIV. DEPARTMENT REPORTS

XV. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 7:05 pm.

Sally Burbridge, Mayor

ATTEST:

Karla Saylor, City Clerk

MINUTES PREPARED BY:

Karla Saylor, City Clerk

Staff Summary Report

MEETING DATE:	December 15, 2015
AGENDA ITEM:	IX. CONSENT AGENDA (B)
AGENDA TITLE:	Travel Requests

ACTION REQUESTED BY:	Public Works, Police, Admin. And Finance
ACTION REQUESTED:	Approval of Employee/Public Official Travel Requests
SUMMARY BY:	Cheryl Franklin

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- The attached log is sorted by dates of travel and then by department. All request for travel had already occurred and the Public Works, Police, Admin. And Finance is requesting approval for travel on the date of this meeting.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

FISCAL INPUT (Finance Department)

- All departments requesting travel have sufficient funds budgeted within their travel/training budgets

SUPPORT DOCUMENTS:	Travel Log December 15, 2015
---------------------------	------------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Approve Employee/Public Official Travel Requests
---	--

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: DECEMBER 15, 2015**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY16 Budget Available
11/24-25/15	Public Works	Meeting with AECOM & Rinker Materials Albuquerque, NM.	Yes	No	47.50 106.45	Actual Meal Expense Actual Lodging Expense	Yes
11/29-12/04/15	Police	NM Public Safety Training Center Santa Fe, NM.	Yes	No	194.40	Meal & Gratuity Allowance	Yes
11/29-12/04/15	Police	NM Public Safety Training Center Santa Fe, NM.	Yes	No	194.40	Meal & Gratuity Allowance	Yes
12/02/15	Admin	NM City Management Assoc. Winter Conference Albuquerque, NM.	No	No	15.49 2013.13	Actual Meal/Tip Allowance Actual Mileage/Rate Reimb.	Yes
12/09/15	Finance	NMDOT LCP Tracker Training Santa Fe, NM.	No	No	36.00 50.00	Meal & Gratuity Allowance Estimated Cost for Fuel	Yes
12/09/15	Finance	NMDOT LCP Tracker Training Santa Fe, NM.	No	No	36.00	Meal & Gratuity Allowance	Yes

Staff Summary Report

MEETING DATE: December 15, 2015
AGENDA ITEM: IX. CONSENT AGENDA(C)
AGENDA TITLE: Resolution 2015-978 Surplus

ACTION REQUESTED BY: Public Works Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Public Works Department and Animal Care & Control have identified items no longer necessary to daily operations.
- Approved surplus items will listed on the Public Surplus website.
- If the items are not sold they will be donated or disposed of according to NM Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

FISCAL INPUT / FINANCE DEPARTMENT

- Revenues from auction to be applied to General Fund / Joint Utility Fund

SUPPORT DOCUMENTS: Resolution 2015-978
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2015-978 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

CITY OF AZTEC RESOLUTION 2015-978

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 below described which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 15th day of December, 2015.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE: December 15, 2015
AGENDA ITEM: IX. CONSENT AGENDA (D)
AGENDA TITLE: Fire Department Light Rescue Unit Purchase

ACTION REQUESTED BY: Finance & Fire Departments
ACTION REQUESTED: Approval of Fire Department Light Rescue Unit Purchas
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Fire Department benefits from the annual distribution of State Fire Funds which usage is defined through the NM Administrative Code and the State Fire Marshal's Office is designated with the administrative authority for those funds (NMSA 1978, Sec 59A-53-12).
- The Fire Department allows the annual distribution to accumulate over multiple years to purchase fire fighting equipment. The Department currently has accumulated approximately 3 years of distributions (not including FY16) and has been advised the funds must be obligated prior to June 30, 2016 or the City will be required to return the unobligated distributions (\$548,198)
- The Fire Department has identified equipment to be purchased to use the accumulated funds. The first of those purchases is the Light Rescue Unit.
- Fire Chief Kevin Simpson has worked with the State Fire Marshal's office to develop specifications for the rescue unit as well as working with SVI Trucks & AAA Fire Pro (vendor & sales representatives).
- Estimated delivery time 270-330 calendar days.

PROCUREMENT / PURCHASING

- Procurement of this item is available through the Houston-Galveston Area Council (HGAC) cooperative purchasing agreement which was approved by Commission in April of 2009.
- Procurement under cooperative agreements is authorized under NMSA 1978 13-1-135 and the City's Purchasing Guidelines, Resolutions 2015-956.

FISCAL INPUT / FINANCE DEPARTMENT

- The FY16 Adopted Annual Budget anticipated the need to utilize the accumulating funds and the State Fire Fund includes sufficient appropriated funds for the purchase of the rescue unit.
 - Budget: State Fire Fund, CPTL: Heavy Equipment \$548,198.00
 - Light Rescue Unit Purchase: \$202,900.00
 - Balance of CPTL: Heavy Equipment for future \$348,198.00

- The Fire Department is currently developing specifications for a pumper unit to expend additional State Fire Funds, estimated cost \$400,000. Sufficient funds exist in the State Fire Fund but will require a Special Budget Resolution to appropriate the funds.

SUPPORT DOCUMENTS: SVI Trucks Emergency Vehicle Proposal
Emergency Vehicle Specifications

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve purchase of Light Rescue unit through HGAC Contract FS12-15 from SVI Truck in the amount of \$202,900.00

Aztec Fire Department

LIABILITY INSURANCE

The manufacturer shall furnish with the bid a certificate of insurance for;

Workman's Compensation and Employer's Liability Insurance covering for all employees.

General Liability (each occurrence) of \$1,000,000.00. General Aggregate coverage of \$2,000,000.00. Products Completed / Operations Aggregate coverage of \$2,000,000.00. Medical Expense coverage of \$5,000 (any one person). Personal Injury of \$1,000,000.00.

Automobile liability of \$1,000,000.00 combined single limit (each accident), including any auto, all owned autos, scheduled autos, hired autos, non-owned autos, and garage liability.

Excess Umbrella Liability coverage of \$4,000,000.00 each occurrence, Aggregate of \$4,000,000.00. Garage Keepers Liability coverage of \$4,500,000.00 combined limit.

All insurance policies must be;

- Maintained for the life of the contract,
- Must provide ten (10) days notice before cancellation,
- Must cover all operations of the contractor, or anyone employed by them.

INTERNET IN-PROCESS SITE

The manufacturer shall post and maintain a website where the Aztec Fire Department will be able to view digital images of their apparatus as its being built. The digital images shall be posted once a week starting when the body begins production or when the cab/chassis arrives and shall continue until the final completion of unit.

VEHICLE STABILITY SUPPLIED WITH CAB/CHASSIS

The cab/chassis shall be equipped with a stability control system. The system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer and individual wheel brake controls.

FIRE APPARATUS PERFORMANCE

The fire apparatus shall meet the requirements of this standard at elevations of 2000 ft (600 m) above sea level.

The fire apparatus shall meet all the requirements of this standard while stationary on a grade of 6 percent in any direction.

The fire apparatus shall meet the requirements of this standard in ambient temperature conditions between 32°F (0°C) and 110°F (43°C).

HIGHWAY PERFORMANCE

The apparatus, when loaded to its estimated in-service weight, shall be capable of the following performance while on dry, paved roads that are in good condition:

- 1) Accelerating from 0 to 35 mph (55 km/hr) within 25 seconds on a 0 percent grade
- 2) Attaining a speed of 50 mph (80 km/hr) on a 0 percent grade
- 3) Maintaining a speed of at least 20 mph (32 km/hr) on any grade up to and including 6 percent

The maximum top speed of fire apparatus with a GVWR over 26,000 lb (11,800 kg) shall not exceed either 68 mph (109 km/hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

Aztec Fire Department

If the combined water tank and foam agent tank capacities on the fire apparatus exceed 1250 gal (4732 L), or the GVWR of the vehicle is over 50,000 lb (22,680 kg), the maximum top speed of the apparatus shall not exceed either 60 mph (95 km/ hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

SERVICEABILITY

The fire apparatus shall be designed to allow the manufacturer's recommended routine maintenance checks of lubricant and fluid levels to be performed by the operator without lifting the cab of a tilt-cab apparatus or without the need for hand tools.

Where special tools are required for routine service on any component of the apparatus, such tools shall be provided with the apparatus.

Apparatus components that interfere with repair or removal of other major components shall be attached with fasteners, such as cap screws and nuts, so that the components can be removed and installed with ordinary hand tools. These components shall not be welded or otherwise permanently secured into place.

FIRE APPARATUS DOCUMENTATION

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents:

- 4) The manufacturers record of apparatus construction details, including the following documents:
 - a) Owner's name and address
 - b) Apparatus manufacturer, model, and serial number
 - c) Chassis make, model, and serial number
 - d) GAWR of front and rear axles and GVWR
 - e) Front tire size and total rated capacity in pounds (kilograms)
 - f) Rear tire size and total rated capacity in pounds (kilograms)
 - g) Chassis weight distribution in pounds (kilograms) with water and manufacturer-mounted equipment (front and rear)
 - h) Engine make, model, serial number, rated horsepower and related speed, and governed speed; and if so equipped, engine transmission PTO(s) make, model, and gear ratio
 - i) Type of fuel and fuel tank capacity
 - j) Electrical system voltage and alternator output in amps
 - k) Battery make, model, and capacity in cold cranking amps (CCA)
 - l) Chassis transmission make, model, and serial number; and if so equipped, chassis transmission PTO(s) make, model, and gear ratio
 - m) Ratios of all driving axles
 - n) Maximum governed road speed
 - o) Pump make, model, rated capacity in gallons per minute (liters per minute where applicable), maximum discharge pressure capability rating, and serial number
 - p) Pump transmission make, model, serial number, and gear ratio
 - q) Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable), and serial number
 - r) Water tank certified capacity in gallons or liters
 - s) Foam tank (if provided) certified capacity in gallons (liters)
 - t) Aerial device type, rated vertical height in feet (meters), rated horizontal reach in feet (meters), and rated capacity in pounds (kilograms)
 - u) Paint manufacturer and paint number(s)
 - v) Company name and signature of responsible company representative

Aztec Fire Department

- w) Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall fire apparatus (with the water tank full but without personnel, equipment, and hose)
- 2) Certification of compliance of the optical warning system (see 13.8.16)
- 3) Siren manufacturer's certification of the siren (see 13.9.1.1)
- 4) Written load analysis and results of the electrical system performance tests (see 13.14.1 and Section 13.15)
- 5) Certification of slip resistance of all stepping, standing, and walking surfaces (see 15.7.4.5)
- 6) If the apparatus has a fire pump, the pump manufacturer's certification of suction capability (see 16.2.4.1)
- 7) If the apparatus is equipped with a fire pump and special conditions are specified by the purchaser, the pump manufacturer's certification of suction capacity under the special conditions (see 16.2.4.2)
- 8) If the apparatus has a fire pump, a copy of the apparatus manufacturer's approval for stationary pumping applications (see 16.3.1)
- 9) If the apparatus has a fire pump, the engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum governed speed (see 16.3.2.2)
- 10) If the apparatus has a fire pump, the pump manufacturer's certification of the hydrostatic test (see 16.5.2.2)
- 11) If the apparatus has a fire pump with a maximum discharge pressure capability rating that exceeds the hydrostatic test pressure of 16.5.2.1, the pump manufacturer's certification of the hydrodynamic test
- 12) If the apparatus has a fire pump, the certification of inspection and test for the fire pump (see 16.13.1.1.5 or 16.13.1.2.4 as applicable)
- 13) If the apparatus is equipped with an auxiliary pump, the apparatus manufacturer's certification of the hydrostatic test (see Section 17.13)
- 14) When the apparatus is equipped with a water tank, the certification of water tank capacity (see Section 18.6)
- 15) If the apparatus has an aerial device, the certification of inspection and test for the aerial device (see Section 19.24)
- 16) If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911
- 17) If the apparatus has a foam proportioning system, the foam proportioning system manufacturer's certification of accuracy (see 20.10.4.2) and the final installer's certification the foam proportioning system meets this standard (see 20.11.2)
- 18) If the system has a CAFS, the documentation of the manufacturer's pre delivery tests (see Section 21.9)
- 19) If the apparatus has a line voltage power source, the certification of the test for the power source (see 22.15.7.2)
- 20) If the apparatus is equipped with an air system, air tank certificates (see 24.5.1.2), the SCBA fill station certification (see 24.9.6), and the results of the testing of the air system installation (see 24.14.5 and 24.15.4)
- 21) Any other required manufacturer test data or reports

OPERATIONS AND SERVICE DOCUMENTATION

The contractor shall deliver with the fire apparatus complete operation and service documentation covering the completed apparatus as delivered and accepted.

The documentation shall address at least the inspection, service, and operations of the fire apparatus and all major components thereof.

The contractor shall also deliver with the fire apparatus the following documentation for the entire apparatus and each major operating system or major component of the apparatus:

- 22) Manufacturer's name and address
- 23) Country of manufacture
- 24) Source for service and technical information
- 25) Parts replacement information
- 26) Descriptions, specifications, and ratings of the chassis, pump (if applicable), and aerial device (if applicable)
- 27) Wiring diagrams for low voltage and line voltage systems to include the following information:
 - a) Pictorial representations of circuit logic for all electrical components and wiring
 - b) Circuit identification
 - c) Connector pin identification

Aztec Fire Department

- d) Zone location of electrical components
 - e) Safety interlocks
 - f) Alternator–battery power distribution circuits
 - g) Input/output assignment sheets or equivalent circuit logic implemented in multiplexing systems
- 28) Lubrication charts
 - 29) Operating instructions for the chassis, any major components such as a pump or aerial device, and any auxiliary systems
 - 30) Precautions related to multiple configurations of aerial devices, if applicable
 - 31) Instructions regarding the frequency and procedure for recommended maintenance
 - 32) Overall apparatus operating instructions
 - 33) Safety considerations
 - 34) Limitations of use
 - 35) Inspection procedures
 - 36) Recommended service procedures
 - 37) Troubleshooting guide
 - 38) Apparatus body, chassis and other component manufacturer's warranties
 - 39) Special data required by this standard
 - 40) A material safety data sheet (MSDS) for any fluid that is specified for use on the apparatus
 - 41) One copy of the latest edition of FAMA's *Fire Apparatus Safety Guide*

The contractor shall deliver with the apparatus all manufacturer's operations and service documents supplied with components and equipment that are installed or supplied by the contractor.

NFPA REQUIRED DOCUMENTATION FORMAT - USB FLASH DRIVE

The vehicle construction details and the operations and service documentation as required per NFPA 1901 latest edition shall be provided on a USB Flash Drive. These manuals shall be divided into sections for ease of reference. There shall be two (2) USB flash drives provided with the completed vehicle.

FIRE APPARATUS SAFETY GUIDE

A Fire Apparatus Safety Guide published by Fire Apparatus manufacturer's Association shall be provided with delivered vehicle. This manual includes essential safety information for fire fighters, fire chiefs, apparatus mechanics, and fire department safety officers. The guide is applicable to municipal, wildland, and airport fire fighting apparatus manufactured on either custom or commercial chassis.

STATEMENT OF EXCEPTIONS

The final-stage manufacturer shall deliver with the fire apparatus either a certification that the apparatus fully complies with all requirements of this standard or alternatively, a Statement of Exceptions specifically describing each aspect of the completed apparatus that is not fully compliant with the requirements of this standard at the time of delivery.

The Statement of Exceptions shall contain, for each noncompliant aspect of the apparatus or missing required item, the following information:

- 42) A separate specification of the section of the applicable standard for which compliance is lacking
- 43) A description of the particular aspect of the apparatus that is not in compliance therewith or required equipment that is missing
- 44) A description of the further changes or modifications to the delivered apparatus that must be completed to achieve full compliance
- 45) Identification of the entity that will be responsible for making the necessary post delivery changes or modifications or for supplying and installing any missing required equipment to the apparatus to achieve full compliance with this standard

Aztec Fire Department

Prior to or at the time of delivery of the apparatus, the Statement of Exceptions shall be signed by an authorized agent of the entity responsible for final assembly of the apparatus and by an authorized agent of the purchasing entity, indicating mutual understanding and agreement between the parties regarding the substance thereof.

CARRYING CAPACITY

The GAWR and the GCWR or GVWR of the chassis shall be adequate to carry the weight of the completed vehicle when loaded to its estimated in-service weight. The Body Manufacturer shall establish the estimated in service weight during the design of the vehicle

The estimated in-service weight shall include the following:

- 46. The chassis, body and tank(s)
- 47. Full fuel, lubricant, and other chassis or component fluid tanks or reservoirs
- 48. Full water and other agent tanks
- 49. *250 lb (114 kg) in each seating position
- 50. Fixed equipment such as pumps, aerial devices, generators, reels and air systems as installed
- 51. Ground ladders, suction hose, designed hose load in their hose beds and on their reels
- 52. An allowance for miscellaneous equipment that is the greatest of the the following:
 - x) The values shown in Table 12.1.2
 - y) A purchaser-provided list of equipment to be carried with weights
 - z) A purchaser-specified miscellaneous equipment allowance

The manufacturer shall engineer and design the fire apparatus such that the completed apparatus, when loaded to its estimated in-service weight, with all movable weights distributed as close as is practical to their intended in-service configuration, does not exceed the GVWR.

A final manufacturer's certification of the GVWR or GCWR, along with a certification of each GAWR, shall be supplied on a label affixed to the vehicle.

The fire apparatus manufacturer shall permanently affix a high-visibility label in a location visible to the driver while seated.

The label shall show the height of the completed unequipped fire apparatus in feet and inches(meters), the length of the completed fire apparatus in feet and inches (meters), and the GVWR in tons (metric tons).

Wording on the label shall indicate that the information shown was current when the apparatus was manufactured and that, if the overall height changes while the vehicle is in service, the fire department must revise that dimension on the plate.

Apparatus Type	Equip. Storage Area	Apparatus Size	Equipment Allowance	
			lb.	kg.
Special Service Fire Apparatus	Minimum of 120 cu ft (3.4 cu mt) of enclosed compartmentation.	10,000 lb to 15,000 lb (4,500 kg to 7,000 kg) GVWR	2,000	910
		15,001 lb to 20,000 lb (7,001 kg to 9,000 kg) GVWR	2,500	1,135
		20,001 lb to 30,000 lb (9,001 kg to 14,000 kg) GVWR	3,000	1,350

Aztec Fire Department

		30,001 lb to 40,000 lb (14,001 kg to 18,000 kg) GVWR	4,000	1,800
		40,001 lb to 50,000 lb (18,001 kg to 23,000 kg) GVWR	6,000	2,700
		50,001 lb to 60,000 lb (23,001 kg to 27,000 kg) GVWR	8,000	3,600
		60,001 lb and up (27,001 kg) GVWR	10,000	4,500

TESTING
ROAD TEST

Road test shall be conducted in accordance with this section to verify that the completed apparatus is capable of compliance with Roadability Section.

The tests shall be conducted at a location and in a manner that does not violate local, state or provincial or federal traffic laws.

The tests shall be conducted on dry, level, paved roads that are in good condition. The apparatus shall be loaded to its estimated in service weight.

The engine shall not operate in excess of the maximum governed speed. Acceleration tests shall consist of two runs in opposite directions over the same route. The fire apparatus shall attain a speed of 35 mph (55 km/hr) from a standing start within 25 seconds. The fire apparatus shall attain a minimum top speed of 50 mph (80 km/hr).

If the apparatus is equipped with an auxiliary braking system, the Body Manufacturer shall road test the system to confirm that the system is functioning as intended by the auxiliary braking system manufacturer.

If the apparatus is equipped with an air brake system, the service brakes shall bring the apparatus, when loaded to its GVWR, to a complete stop from an initial speed of 20 mph (32.2 km/hr) in a distance not exceeding 35 ft (10.7 m) by actual measurement on a paved, level, dry surface road that is free of loose material, oil or grease.

If the apparatus is equipped with a hydraulic brake system, the service brakes shall bring the apparatus, when loaded to its GVWR, to a complete stop from an initial speed of 30 mph (48.2 km/hr) in a distance not exceeding 88 ft (26.8 m) by actual measurement on a paved, level, dry surface road that is free of loose material, oil or grease.

LOW VOLTAGE - ELECTRICAL SYSTEM PERFORMANCE TEST

The vehicles low voltage electrical system shall be tested and certified by the manufacturer. The certified test results shall be delivered with the completed vehicle. Tests shall be performed when the air temperature is between 0°F and 110°F (-18°C and 43°C).

TEST SEQUENCE

The following three (3) tests shall be performed in the order in which they appear below. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for ten (10) minutes. Failure of any of these tests shall require a repeat of the sequence.

Aztec Fire Department

1. RESERVE CAPACITY TEST

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure of the battery system.

2. ALTERNATOR PERFORMANCE TEST

TEST AT IDLE

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

TEST AT FULL LOAD

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the warning system required in 13.3.4, or a system voltage of less than 11.8 V dc for a 12 V nominal system, 23.6 V dc for a 24 V nominal system, or 35.4 V dc for a 42 V nominal system for more than 120 seconds shall be considered a test failure.

3. LOW VOLTAGE ALARM TEST

The following test shall be started with the engine off and the battery voltage at or above 12 V for a 12 V nominal system, 24 V for a 24 V nominal system or 36 V for a 42 V nominal system.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm does not sound in less than 140 seconds after the voltage drops to 11.70 V for a 12 V nominal system, 23.4 V dc for a 24 V nominal system, or 35.1 V for a 42 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

LOW VOLTAGE - ELECTRICAL SYSTEM PERFORMANCE TEST

DOCUMENTATION

The manufacturer shall deliver the following with the fire apparatus:

- 53) Documentation of the electrical system performance tests
- 54) A written electrical load analysis, including the following:
 - a) The nameplate rating of the alternator
 - b) The alternator rating
 - c) Each of the component loads specified that make up the minimum continuous electrical load

Aztec Fire Department

- d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load
- e) Each individual intermittent electrical load

WARRANTY

A full statement shall be provided of the warranties for the vehicle(s) being bid. Warranties should clearly describe the terms under which the vehicle manufacturer accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material and for the applicable period of time after delivery.

Cost of repairs refers to all costs related thereto including, but not limited to, the cost of materials and the cost of labor.

The Body Manufacturer shall warrant all materials and accessories used on the vehicle(s), whether fabricated by manufacturer or purchased from an outside source and will deal directly with the Aztec Fire Department on all warranty work.

GENERAL LIMITED WARRANTY - TWO (2) YEARS

The vehicle shall be free of defects in material and workmanship for a period of two (2) years or 36,000 miles (or 57,936 kilometers), whichever occurs first starting thirty (30) days after the original invoice date.

The Contractor must be the "single source" coordinator of all warranties on the vehicle.

LOW VOLTAGE ELECTRICAL WARRANTY - FIVE (5) YEARS

The vehicle low voltage electrical system shall be free of defects in material and workmanship for a period of five (5) years or 60,000 miles (or 96,561 kilometers), whichever occurs first, starting thirty (30) days after the original invoice date.

STRUCTURAL WARRANTY - TEN (10) YEARS

The body shall be free of structural or design failure or workmanship for a period of ten (10) years, or 100,000 miles (or 160,934 kilometers), whichever occurs first, starting thirty (30) days after the original invoice date.

UNDERCOAT WARRANTY

The body undercoating shall have a warranty provided by the manufacturer for the lifetime of the vehicle or twenty (20) years, whichever occurs first. The warranty shall be transferable between vehicle owners. Should the undercoating material applied to the underside of the body and wheel wells of the vehicle ever flake off, peel, chip or crack due to drying out, the damaged area shall be re-sprayed without charge to the vehicle owner.

PAINT LIMITED WARRANTY - TEN (10) YEARS

The body shall be free of bubbling or peeling as a result of a defect in the method of manufacture for a period of ten (10) years or 100,000 miles (or 160,934 kilometers), whichever occurs first, starting thirty (30) days after the original invoice date. **Pro-rated warranties will not be acceptable.**

GRAPHICS LIMITED WARRANTY

The 3M graphics installation shall be warranted for a period of two (2) years. The 3M materials installed on completed vehicle shall be warranted for seven (7) years. The 3M Diamond grade film (if specified) shall be warranted for ten (10) years.

CONSTRUCTION PERIOD

The completed vehicle shall be delivered within three hundred (300) days after receipt of a purchase order or contract.

Contractor shall not be held liable for delays of chassis delivery due to accidents, strikes, floods or other events not subject to their control. Contractor shall provide immediate written notice to Aztec Fire Department as to delays and to what extent these delays have in completing vehicle within the stated construction time period.

Aztec Fire Department

OVERALL HEIGHT REQUIREMENT

There is no overall height (OAH) restriction for this vehicle.

OVERALL LENGTH REQUIREMENT

There is no overall length (OAL) restriction for this vehicle.

OVERALL WIDTH

The overall width (OAW) of the body at drip rails shall be 98" (8' - 2"), and body shall be 96" (8' - 0").

ANGLE OF APPROACH

The angle of approach for this vehicle shall not be less than eight (8) degrees when it is loaded to the estimated in-service weight as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE

The angle of departure for this vehicle shall not be less than eight (8) degrees when it is loaded to the estimated in-service weight as specified by the current edition of NFPA 1901.

FINAL INSPECTION CONFERENCE

A final inspection conference shall be required at the Contractor's factory for one (1) personnel from the Aztec Fire Department to inspect the vehicle and construction details prior to shipment of the completed vehicle. This inspection shall take place after any specified striping and lettering is installed.

The Contractor shall at his/her expense, provide transportation, lodging, rental car and meal expenses during the final inspection conference. Any travel distance greater than 250 miles shall be by non-stop commercial air travel.

DELIVERY AND DEMONSTRATION

The Contractor shall be responsible for the delivery of the completed unit to the Aztec Fire Department's location. On initial delivery of the apparatus, the Contractor shall supply a qualified representative to demonstrate the apparatus and provide initial instruction to representatives of the Aztec Fire Department regarding the operation, care and maintenance of the apparatus and equipment supplied at Aztec Fire Department location.

The Delivery Engineer shall set delivery and instruction schedule with the person appointed by Aztec Fire Department.

After delivery of the apparatus, the Aztec Fire Department shall be responsible for ongoing training of its personnel to proficiency regarding the proper and safe use of the apparatus and associated equipment.

CAB CHASSIS SPECIFICATIONS

MANUFACTURER: Ford

Model: 2016 (OR LATEST MODEL YEAR) F550 Super Duty, 4-Door, 4 x 4

G.V.W.R.: 19,500 lbs.

FRONT AXLE:

Rating: 7,000 lbs.

Type: Dana Super 60 mono beam drive axle, or equal

Shocks: Heavy duty

Aztec Fire Department

Front Springs: 4.1" Diameter Coil, 7,000 lb. capacity

Steering: Power

REAR AXLE:

Rating: 14,700 lbs.

Type: Dana S130 or equal full floating with 4.88 ratio, Limited-slip, and Stabilizer bar

Rear Springs: Two-stage, 14,700 lb. capacity

Shocks: Heavy duty

BRAKES:

Type: Four-wheel power disc brakes with four-wheel ABS system

Parking Brake: Cable actuation, foot operated, hand release

TIRES AND WHEELS:

Front Tires: (2) LT225/70R 19.5, Max Trac Tread

Rear Tires: (4) LT225/70R 19.5, Max Trac Tread

Wheels: 19.5", 10-hole steel disc, Argent painted

FRAME:

Type: Single channel

Rating: 36,000 PSI steel, 17.2 section modulus

Aztec Fire Department

CHASSIS SPECIFICATIONS

ENGINE:

Manufacturer: Ford

Model: 6.7 L 4V OHV Power Stroke Turbo Diesel

Rating: 300 GHP @ 2,800 RPM, 660 GT @ 1,600 RPM

Engine Equipment: 50 State Emissions with Clean Idle Decal, Heavy duty dry type air cleaner, fuel filter, horizontal muffler and exhaust, manual regen, block heater.

TRANSMISSION:

Manufacturer: Ford HD TorqShift

Type: Automatic with PTO provisions

Speeds: 6 - speed forward with overdrive
1 - speed reverse

Transfer Case: New Venture 271 or equal, Hi/Lo, manual hubs, with fuel tank skid plate

ELECTRICAL:

Alternator: 375 amp, Dual

Battery: Dual maintenance free 78 amp/hr, 750 CCA each

FUEL TANK:

Size: 40 total gallons

Location: Mid ship mounted aft of rear axle

DEF TANK:

Size: 6 total gallons

Location: Mid ship frame mounted

Aztec Fire Department

CAB SPECIFICATIONS

Cab Type: Standard cab with XL trim interior

Cab Equipment: Ambulance Prep Package, Heater and defroster, air conditioning, dome light, sun visor, electric horn, all clearance lights and identification lights required by State and Federal Department of Transportation and all standard equipment, Speed control, Tilt steering wheel, Power door locks, Power windows, Remote keyless entry, AM/FM/CD/MP3 stereo/clock, Driver air bag SRS system.

Cab Instruments and Gauge: Fuel, Odometer, Tachometer, Engine oil pressure, Engine water temperature, Volt meter.

Seats: Front high back 40/20/40 cloth bench seats with 3-point seat belts, Rear bench seat with outer 3-point, and center lap seat belts.

Cab Mirrors: Door mounted telescopic, powered adjustable black camper tow mirrors

Cab Glass: Tinted solar glass

Bumper: Chromed steel

Grille: Chrome

Windshield Wipers: 2-speed electric with washers

Cab Color: Ford Red

Cab Interior Color: Medium Flint

Floor Mats: Rubber floor mats in lieu of carpet

WARRANTY:

Bumper to Bumper: 3 years / 36,000 miles

Diesel: 5 year / 100,000 miles

Powertrain: 5 years / 60,000 miles

Safety Restraint System: 5 years / 60,000 miles

Corrosion (Perforation only): 5 years / Unlimited miles

Roadside Assistance Program: 5 years / 60,000 miles

Manning Ship Thru Code: 31M D9E, NFPA Compliant Color and Length Seat Belts and FRC Seat Belt and Data Recorder System for 4-Door cab configurations only.

CAB TO AXLE DIMESION

Cab to axle will be 60".

CHASSIS MODIFICATIONS

LUBRICATION AND TIRE DATA PLATE

A permanent label in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle and tire information:

- Engine oil

Aztec Fire Department

- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid . . (if applicable)
- Pump priming system fluid, if applicable . . (if applicable)
- Drive axle(s) lubrication fluid
- Air conditioning refrigerant . . (if applicable)
- Air conditioning lubrication oil . . (if applicable)
- Power steering fluid
- Cab tilt mechanism fluid . . (if applicable)
- Transfer case fluid . . (if applicable)
- Equipment rack fluid (if applicable)
- CAFS air compressor system lubricant . . (if applicable)
- Generator system lubricant . . (if applicable)
- Front tire cold pressure
- Rear tire cold pressure
- Maximum tire speed ratings

VEHICLE DATA PLATE

A permanent label in the driving compartment which indicates the following:

- Filter part numbers for the;
 - Engine
 - Transmission
 - Air
 - Fuel
- Serial numbers for the;
 - Engine
 - Transmission
- Delivered Weights of the Front and Rear Axles
- Paint Brand and Code(s)
- Sales Order Number

OVERALL HEIGHT, LENGTH DATA PLATE (US)

The fire apparatus manufacturer shall permanently affix a high-visibility label in a location visible to the driver while seated.

The label shall show the height of the completed fire apparatus in feet and inches, the length of the completed fire apparatus in feet and inches, and the GVWR in pounds.

Wording on the label shall indicate that the information shown was current when the apparatus was manufactured and that, if the overall height changes while the vehicle is in service, the fire department must revise that dimension on the plate.

Aztec Fire Department

PERSONNEL CAPACITY

A label that states the number of personnel the vehicle is designed to carry shall be located in an area visible to the driver.

SEAT BELT WARNING - FAMA06/07

A safety sign FAMA06 shall be visible from each seat that is not equipped with occupant restraint and therefore not intended to be occupied while the vehicle is in motion.

A safety sign FAMA07, which warns of the importance of seat belt use, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

EQUIPMENT MOUNTING FAMA10

A safety sign FAMA10, which warns of the need to secure items in the cab, shall be visible inside the cab.

FIRE SERVICE TIRES - FAMA12

A safety sign FAMA12, which warns of the special requirements for fire service-rated tires, shall be visible to the driver entering the cab of any apparatus so equipped.

HELMET WARNING - FAMA15

A safety sign FAMA15, which warns not to wear helmets while the vehicle is in motion, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

CLIMBING METHOD - FAMA23

A safety sign FAMA23, which warns of the proper climbing method, shall be visible to personnel entering the cab and at each designated climbing location on the body.

REAR STEP CROSSWALK WARNING - FAMA24

A safety sign FAMA24, which warns personnel not to ride on the vehicle, shall be located at the rear step areas and at any cross walkways.

FINAL STAGE MANUFACTURER VEHICLE CERTIFICATION

A final stage manufacturer vehicle certification label shall be provided and installed in the driver cab door jamb area.

FRONT BUMPER & GRILL GAURD

A Ranch Hand front bumper/grill guard combo shall be bolted in place of the OEM bumper. The Grill Guard Combo kit shall be provided in a black powder coat paint finish. The bumper kit provided shall be for the specified chassis model and year.

FRONT MOUNTED WINCH

The front bumper extension shall be provided with a heavy duty winch installation. The winch shall be a Ramsey RE-12000R, 12 volt electric, 12,000 lb. capacity winch.

The winch shall be equipped with 100' of 3/8" galvanized cable.

Aztec Fire Department

A 25' remote control shall be provided with the assembly that permits the Operator to stand at a safe operating distance from the cable and winch

The cable shall end with a clamp type loop and a drop forged heavy duty hook. The cable shall feed through a full captive type 4-way roller and guide assembly.

FRONT TOW PROVISIONS

The front tow provisions shall be supplied and installed by the cab/chassis manufacturer.

AIR INTAKE SYSTEM

An air filter shall be provided in the engine's air intake system. Air inlet restrictions shall not exceed the engine manufacturer's recommendations.

The air inlet shall be equipped with a means of separating water and burning embers from the air intake system.

This requirement shall be permitted to be achieved by either of the following methods:

55. Provision of a device such that burning particulate matter larger than 0.039 in. (1.0 mm) in diameter cannot reach the air filter element.
56. Provision of a multi screen ember separator capable of meeting the test requirements defined in the Parker Hannafin, Racor Division, publication LF 1093-90, *Ember Separation Test Procedure*, or an equivalent test.

EXHAUST

The exhaust system shall be as provided by cab/chassis manufacturer. The tailpipe may require some modifications for proper ground clearances and fit with body.

The exhaust piping and discharge outlet shall be located or shielded so as not to expose any portion of the vehicle or equipment to excessive heating.

Exhaust pipe discharge shall be directed away from any operator's position or entry doors on body.

Where parts of the exhaust system are exposed so that they are likely to cause injury to operating personnel, protective guards shall be provided.

SEAT BELT COLOR

Section 14.1.3.4 of the NFPA 1901 Standards, 2009 edition, requires all seat belt webbing in cab to be bright red or bright orange in color, and the buckle portion of the seat belt shall be mounted on a rigid or semi rigid stalk such that the buckle remains positioned in an accessible location.

SEAT BELT WEB LENGTH - COMMERCIAL CAB

Sections 14.1.3.2 and 14.1.3.3 of the NFPA 1901 standards, 2009 edition, require the effective seat belt web length for a Type 1 lap belt for pelvic restraint to be a minimum of 60", and a Type 2 pelvic and upper torso restraint-style seat belt assembly to be a minimum of 110".

The chassis seat belt web length as supplied by the commercial chassis manufacturer shall be compliant to NFPA Standards 14.1.3.2 and 14.1.3.3.

SEAT BELT/VDR SYSTEM

The specified Ford F550 4-Door cab/chassis will be shipped from Ford manufacturing plant, thru to Manning Equipment using Ford code 31M D9E. The completed system shall meet NFPA 1901 for seat belt monitoring, and seat belt length and color. System shall include;

Aztec Fire Department

- Five (5) Seat sensors (2 front, 3 rear)
- One (1) Interface module mounted under front dash
- One (1) Intermotive display (temporary mount for OEM to locate)
- One (1) Fire Research Inc. Vehicle Data Recorder (VDR), located behind rear seat
- One (1) Wireless interface module w/USB cable and CD Rom
- One (1) Wire harness kit
- Five (5) 110" red seat belts using OEM hardware

IGNITION KEY

If the vehicle is specified to have an ignition key it will be attached to steering column or dash with vinyl covered steel cable.

SIX (6) – LED TIRE PRESSURE VISUAL INDICATORS

Each tire shall be equipped with a VECSAFE heavy duty valve cap (or equal) LED indicator that indicates proper tire pressure. The VECSAFE valve cap is self-calibrating. When the cap is mounted on the valve stem the first time, it will memorize that tire pressure, and can be set to recognize a drop in pressure as little as 4 psi. It can be checked for functionality and battery condition by simply unscrewing the cap. If it is in working condition, it will immediately start blinking.

HELMET STORAGE

No helmet storage is required in the cab driving area.

HELMET STORAGE

No helmet storage is required in the cab crew area.

CAB CRASH TEST CERTIFICATION

A cab crash test certification from the fire apparatus manufacturer shall be provided with the equipment. A copy of this certification shall be included with the bid.

NOTE: There shall be no exception to any portion of the cab integrity certification requirements. Nonconformance shall lead to immediate rejection of bid.

The certification shall state that the cab does meet or exceed the requirements below:

57) European Occupant Protection Standard ECE Regulation No. 29.

58) SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.

CAB MIRRORS, DRIVER ADJUSTABLE

Section 14.3.5 of the NFPA 1901 Standards, 2009 edition, requires all primary rear view mirrors used by the driver to be adjustable from the driver's position.

CAB RUNNING BOARDS

The chassis shall be provided with running boards steps each side below the cab doors. The running board framework shall be constructed of 3" diameter aluminized steel tubing with 6" radius at front and rear bolted to chassis frame. Frame shall be able to support 300 lb. person. Open ends of tubing shall have 3" plastic caps to prevent water and dirt from accumulating inside tubing. All framework components shall be powder coat painted black.

Stepping surface shall be minimum 8" deep and covered with aluminum Diamond Back anti-slip material with large drain holes to prevent water from accumulating on the surface.

Aztec Fire Department

Steps shall to be the full length of the door openings on both sides.

MUDFLAPS

There shall be 1/4" rubber mudflaps provided and installed behind each set of tires to prevent throwing road debris and lower road spray.

ROAD EMERGENCY SAFETY KIT

One (1) set of three (3) dual faced triangular warning flares with fold away base complete with storage case per DOT requirements shall be provided with the completed apparatus.

One (1) 2.5 lb. ABC type vehicle fire extinguisher with bracket per DOT requirements shall be provided and mounted inside cab area.

FUEL FILL

There shall be one (1) Cast Products fuel fill located on the rear of the body, streetside. The fill shall have a permanent label with the text "DIESEL FUEL ONLY". **NOTE: The fuel fill casting will not have a door.**

DEF FLUID FILL

There shall be one (1) Cast Products DEF fluid fill located in the streetside exterior wheel well panel, ahead of the rear axle. The fill guard shall have an open face and a permanent label with the text "DEF ONLY".

BODY DESIGN

The importance of public safety associated with emergency vehicles requires that the construction of this vehicle meet the following specifications. These specifications are written to establish the minimum level of quality and design. All Bidders shall be required to meet these minimum requirements.

It is the intent of these specifications to fully describe the requirements for a custom built emergency type vehicle. In order to extend the expected service life of this vehicle, the body module shall be removable from the chassis frame and be capable of being installed on a new chassis.

The sheet metal material requirements, including alloy and material thickness, throughout the specifications are considered to be a minimum. Since such materials are available to all Manufacturers, the material specifications shall be strictly adhered to.

The fabrication of the body shall be formed sheet metal. Formed components shall allow the Aztec Fire Department to have the body repaired locally in the case where any object has struck the body and caused damage. The use of proprietary extrusions will prevent the Aztec Fire Department from such repair and shall NOT be used.

Following construction of the subframe, which supports the apparatus body, the sheet metal portion of the body shall be built directly on the subframe. The joining of the subframe and body shall be of a welded integral construction.

The sheet metal fabrication of the body shall be performed using inert gas continuous feed welders only. The entire body shall be welded construction. The use of pop rivets in any portion of structural construction may allow premature failure of the body structure. Therefore, pop rivets shall NOT be used in the construction of the structural portions of the body. This includes side body sheets, inner panels of compartment doors, and any other structural portions of the body.

EXTERIOR ALUMINUM BODY

The fabrication of the body shall be constructed from aluminum 3003H-14 alloy smooth plate. This shall include compartment front panel, vertical side sheets, side upper rollover panels, rear panels and compartment door frames.

Aztec Fire Department

The body compartment floors and exterior panels shall be constructed with not less than 3/16" (.187) aluminum 3003H-14 smooth plate. Interior compartment dividing walls shall be constructed with not less than 1/8" (.125) aluminum 3003H-14 smooth plate. Lighter gauge sheet metal will not be acceptable in these areas, No Exceptions.

The front and rear corners of body shall be formed as part of the front or rear body panels. This provides a stronger body corner and finished appearance. The use of extruded corners, or caps will not be acceptable, No Exceptions.

The door side frame openings shall be formed "C" channel design. An electrical wiring conduit raceway running the full length of exterior compartments shall be provided. This raceway shall contain all 12 volt wiring running to the rear of the apparatus, permitting easy accessibility to wiring.

Individual compartment modules, with dead air space voids between compartments, will not be an acceptable method of compartment construction.

The compartments shall be an integral part of the body construction. Compartment floors from front of body to ahead of rear axle, also from rear axle to rear of body shall be single one-piece sections. Compartment floors shall be preformed, then positioned in body and welded into final position.

Compartment floors shall have a "sweep-out" design with door opening threshold positioned lower than compartment floor, permitting easy cleaning of compartments. Angles, lips, or door moldings are not acceptable in the base of compartment door opening. One-way rubber drain valves shall be provided in compartment floors so that a water hose may be used to flush-out compartment area.

All exterior seams in sheet metal below frame, and around the rear wheel well area shall be welded and caulked to prevent moisture from entering the compartments. All other interior seams and corners shall be sealed with silicone based caulk prior to painting.

Only stainless steel bolts, nuts, and sheet metal screws shall be used in mounting exterior trim, hardware and equipment.

DRIP RAILS

The body shall have drip rails over the side full height compartments. The drip rails shall be formed into the upper body panels providing a ridged lower panel and a flat upper body panel surface. The use of mechanically fastened, taped or glued on drip rails will not be acceptable, No Exceptions.

ROOF CONSTRUCTION

The roof shall be integral with the body and shall be all welded construction. The roof of the body shall not be less than 3/16" aluminum 3003H-14 alloy tread plate, fully and continuously welded. The roof shall be reinforced with 2" x 2" x 1/4" aluminum tubing running the full width of the body.

All seams in the roof area shall be welded to the radius and supports prior to paint to prevent entry of moisture. All roof seams shall be continuously welded.

A 2" formed radius shall be provided along the body sides. The use of extruded radius will not be acceptable, No Exceptions.

BODY SUBFRAME

The chassis frame rails shall be fitted with 1/4" custom extruded UHMW polyethylene rail cap to isolate the body frame members from direct contact with chassis frame rails.

Aztec Fire Department

The body subframe shall be constructed from 6061T6 aluminum alloy tubing. Subframe shall consist of two (2) 2" x 4" x 1/4" aluminum tubes minimum, the same width as the chassis frame rails. Welded to this tubing shall be cross members of 2" x 4" x 1/4" aluminum. Smaller dimension, lighter gauge tubing or angle material subframe shall not be accepted.

These cross members shall extend the full width of the body to support the compartments. Cross members shall be located at front and rear of the body, below compartment divider walls, and in front and rear of wheel well opening. Additional aluminum cross members shall be located on 16" centers, or as necessary to support walkway or heavy equipment.

To form the frame, the tubing shall be beveled and welded at each joint using 5356 aluminum alloy welding wire.

BODY MOUNTING

For optimum chassis frame and body life, the body subframe shall be fastened to the chassis frame with a minimum of four (4) 1/2" x 2" strap mounts, welded to the body subframe. The straps shall be bolted to the chassis frame work utilizing 1/2" Grade 8 bolts.

10" REAR STEP BUMPER

The full width rear bumper shall be constructed from 2" x 2" x 1/4" aluminum tubing frame and covered with 3/16" NFPA compliant aluminum tread plate. The bumper shall extend from the rear vertical body panel 10" and provide a rear step with a minimum of 1/2" space at body for water drainage.

REAR TOW EYES

There shall be two (2) heavy duty rear mounted tow eyes securely attached to the body subframe, below the apparatus body. The tow eyes shall be fabricated from 3/4" thick steel plate and shall have a black powder coat finish.

TRAILER HITCH

A Class III, 7,500 lbs. weight carrying capacity (gross trailer weight) rear hitch receiver shall be provided below the rear bumper. The receiver shall be attached to the apparatus body frame.

The hitch shall be complete with a 2" square receiver. Without the use of a "weight distribution" ball hitch the Class III receiver shall have a capacity of 5,000 lbs. gross trailer weight and a maximum tongue weight of 500 lbs.

A label shall be provided in a location in which it is visible to an operator making trailer connections. The label shall state the maximum GVWR and tongue weight of the trailer that can be safely towed with the hitch system.

Two (2) safety chain attachment points shall be provided near the hitch point for hitches designed to use safety chains, each designed with an ultimate strength of not less than the maximum GVWR specified on label.

TRAILER ELECTRICAL RECEPTACLE

For hydraulic brake equipped or electric brake equipped trailer towing capability, a primary electrical receptacle shall be provided near the hitch point and shall match the umbilical cable specified. Receptacle shall be a 7-Way Blade Type socket, the same as used on most Light Duty Trucks and RV's.

TRAILER AUXILIARY ELECTRICAL RECEPTACLE

An auxiliary electrical receptacle shall be provided near the hitch point and shall match the umbilical cable specified for optical warning lights. Receptacle shall be a 7-Way Pin Type Socket, ISO3731 compliant with a reverse ground terminal.

RECEIVER WITH TRAILER BALL

No hitch receiver with trailer ball will be provided with completed unit.

Aztec Fire Department

GROUND LIGHTS

There shall be two (2) OnScene 8" Access LED lights installed below bumper capable of providing illumination at a minimum level of 2 fc (20 lx) on ground areas within 30 in. (800 mm) of the edge of the vehicle in areas designed for personnel to climb onto or descend from the vehicle to the ground level.

Lighting shall be switchable but activated automatically when the vehicle park brake is set.

WHEEL WELL EXTERIOR PANEL

The exterior panel of the body wheel well enclosure shall be constructed from 1/8" aluminum smooth plate.

DIEFORMED BEADED EDGE BODY FENDERS

A die formed beaded edge shall be provided along the radius of the wheel well opening for a finished appearance.

WHEEL WELL LINERS

The wheel wells shall be provided with an easily removable polymer, circular inner fender liner. The inner liner shall be bolted to the wheel well with stainless steel bolts and spaced away from the wheel well so the liner will not accumulate dirt or water.

SCBA CYLINDER COMPARTMENTS

There shall be three (3) SCBA cylinder storage compartments located, two (2) on the curbside, and one (1) on the streetside of the body in rear wheel well area. Each compartment shall have a Cast Products aluminum door assembly with a positive catch latch. Each compartment shall have a 8" diameter aluminum tube behind the wheel well panel, attached to the Cast Products door assembly. Each compartment shall allow the storage of an SCBA cylinder or a fire extinguisher up to 7-3/4" in diameter. The door shall activate the "Hazard Warning Light" in the cab when not in the closed position.

BODY PAINT SPECIFICATIONS

BODY PAINT PREPARATION

After the body and components have been fabricated they shall be disassembled so when vehicle is complete there shall be finish paint beneath the removable components. The body shall be removed from chassis during the paint process to insure proper paint coverage. The body and components shall be metal finished as follows to provide a superior substrate for painting.

The exterior (and interior, if painted) body shall undergo a thorough cleaning process starting with a biodegradable phosphoric acid solution to begin the etching process followed by a complete clear water rinse. The next step shall consist of a chemical conversion coating applied to seal the metal substrate and become part of the metal surface for greater film adhesion.

All bright metal fittings, if unavailable in stainless steel or polished aluminum, shall be chrome plated. Iron fittings shall be copper under plated prior to chrome plating.

PAINT PROCESS

The paint process shall follow the strict standards set forth by PPG Industries guidelines. Painters applying PPG products will be PPG Certified Commercial Technicians, and re-certified every two (2) years. The body shall go through the following paint process;

59) Clean bare metal with a wax and grease remover using low lint rags.

Aztec Fire Department

- 60) Inspect, straighten, and hammer high points, grind all seams, sharp edges, and welds. DA sand entire paintable surfaces using 24-180 grit dry paper. Plastic fill all low spots and DA sand fill areas using 36-180 grit dry paper. Apply pinhole filler and DA sand areas using 80-180 grit dry paper.
- 61) Re-clean bare metal using a wax and grease remover and low lint rags.
- 62) Within 24 hours, a PPG Delfleet® epoxy color primer with proper hardener for corrosion resistance using a pressure pot spray gun and applying 2-5 full wet coats or 1.5-8.0 dry mils max. achieving full hiding and allow to air dry 60 minutes @ 70°F or bake for 45 minutes @ 140°F degree.
- 63) Inspect, putty fill, and dry guild coat entire body surface and DA sand using 180-400 grit dry paper.
- 64) Re-clean bare metal using a wax and grease remover using low lint rags.
- 65) A PPG Delfleet® primer sealer with proper hardener and thinner shall be sprayed using a pressure pot spray gun and applying 1 full wet coat or 1.0-2.0 dry mils achieving full hiding and allow to flash off in spray booth for minimum of 60 minutes @ 70°F.
- 66) A PPG Delfleet® FBCH basecoat (color) with proper hardener and dry additive shall then be sprayed using a pressure pot set @ 45-60 PSI and achieving full hiding or 1.5-2.0 wet mils and allow to flash off in spray booth 45-60 minutes before applying clearcoat.
- 67) A PPG Delfleet® clearcoat with proper hardener and thinner shall be sprayed using a pressure pot spray gun and applying 2-3 full wet coats or 5.0 wet mils for a uniform gloss and allow to flash off in spray booth 10 minutes and bake for 120-140 minutes @ 125°F (surface temp.).
- 68) After cooling, DA sand heavy orange peel or runs using 1000 grit dry sand paper and final DA sand using 1500-2000 grit dry sand paper. Wipe off all surfaces to remove dust and debris. Buff unit as needed using 3M rubbing compound and a white wool pad and inspect until all sand scratches are removed.
- 69) Polish as needed using 3M Perfect-It-Polish and a black foam pad, repeat as necessary and inspect until all sand scratches are removed.

PAINT - ENVIRONMENTAL IMPACT

The contractor shall meet or exceed all current State (his) regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water and soil. PPG Delfleet® Evolution paint shall be free of all heavy metal (lead & chromate) components. Paint emissions from sanding and painting shall be filtered and collected. All paint wastes shall be disposed of in an environmentally safe manner. Solvents used in cleanup operations shall be collected, sent off-site for distillation and returned for reuse.

FASTENERS

Prior to the assembly and reinstallation of exterior components; i.e. warning and DOT lights, handrails, steps, door hardware, and miscellaneous items, a Mylar isolation tape, or gasket shall be used to prevent damage to the finish painted surface. These components shall be fastened to body using either a plastic insert into body metal with stainless steel screws or zinc coated nut-serts into body surface using stainless steel bolts to prevent corrosion from dissimilar metals.

ELECTROLYSIS CORROSION CONTROL

The vehicle shall be assembled using ECK brand or similar corrosion control compound on all high corrosion potential areas.

ECK protects aluminum and stainless steel against electrolytic reaction, isolates dissimilar metals and gives bedding protection for hardware and fasteners. ECK contains anti-seizing lubricant for threads. ECK is dielectric and perfect for use with electrical connectors.

PAINT FINISH - SINGLE COLOR

The body shall be painted with a single color of PPG Delfleet® Evolution per Aztec Fire Department approved paint spray out provided.

Aztec Fire Department

A small touch-up bottle of paint shall be provided with completed vehicle.

- Paint Color: Match cab/chassis supplied paint color.

BODY UNDERCOATING

The entire underside of body shall be sprayed with black automotive undercoating. Undercoating shall cover all areas underside of body and wheel well area to help prevent corrosion under the vehicle.

UNDERCOAT WARRANTY

The body undercoating shall have a warranty provided by the manufacturer for the lifetime of the vehicle or twenty (20) years, whichever occurs first. The warranty shall be transferable between vehicle owners. Should the undercoating material applied to the underside of the body and wheel wells of the vehicle ever flake off, peel, chip or crack due to drying out, the damaged area shall be re-sprayed without charge to the vehicle owner.

PAINT WARRANTY

The vehicle shall be provided with a ten (10) year non-prorated warranty to the original owner. Warranty is provided by PPG Inc. A warranty sheet with all conditions and maintenance procedures shall be provided with the delivered vehicle.

Pro-rated warranties will not be acceptable.

COMPARTMENT INTERIOR FINISH

The interior of all exterior body compartments shall be a "Maintenance Free" smooth unpainted finish. All body seams shall be finished with a caulk sealant for both appearance and moisture protection.

REFLECTIVE STRIPE REQUIREMENTS

Material

All retroreflective materials shall conform to the requirements of ASTM D 4956, *Standard Specification for Retroreflective Sheeting for Traffic Control*, Section 6.1.1 for Type I Sheeting.

All retroreflective materials used that are colors not listed in ASTM D 4956, Section 6.1.1, shall have a minimum coefficient of retroreflection of 10 with observation angle of 0.2 degrees and entrance angle of -4 degrees.

Any printed or processed retroreflective film construction used shall conform to the standards required of an integral colored film as specified in ASTM D 4956, Section 6.1.1.

Minimum Requirements

A retroreflective stripe(s) shall be affixed to at least 50 percent of the cab and body length on each side, excluding the pump panel areas, and at least 25 percent of the width of the front of the apparatus.

The stripe or combination of stripes shall be a minimum of 4 in. (100 mm) in total width.

The 4 in. (100 mm) wide stripe or combination of stripes shall be permitted to be interrupted by objects (i.e., receptacles, cracks between slats in roll up doors) provided the full stripe is seen as conspicuous when approaching the apparatus.

GRAPHICS PROOF

A color graphics proof of the reflective striping layout shall be provided for approval by Aztec Fire Department prior to installation. The graphics proof shall be submitted to Aztec Fire Department on 8.5" x 11" sheets with front, sides, rear and plan views, each on one (1) sheet. In addition if there is any special art work an additional sheet shall be provided showing all details.

Aztec Fire Department

REFLECTIVE STRIPE - CAB SIDE

The reflective stripe material shall be 4" wide, 3M Scotchcal 680 series.

- This reflective stripe shall be white in color.

REFLECTIVE STRIPE - CAB FRONT

The reflective stripe material shall be 4" wide, 3M Scotchcal 680 series.

- This reflective stripe shall be white in color.

REFLECTIVE STRIPE - CAB DOOR INTERIOR

Any door of the apparatus designed to allow persons to enter or exit the apparatus shall have at least 96 in.2 (62,000 mm2) of retroreflective material affixed to the inside of the door.

The stripe material shall be 3M Scotchlite 680.

- This reflective stripe shall be white in color.

REFLECTIVE STRIPE - BODY SIDES

The reflective stripe material shall be 4" wide, 3M Scotchcal 680 series.

- This reflective stripe shall be white in color.

There shall be a 1" Scotchcal reflective stripe located 1" above and a second 1" Scotchcal reflective stripe located 1" below the main stripe.

- This reflective stripe shall be white in color.

The stripe shall extend straight from front of cab, then ahead of the rear wheels, it shall form an "S" shape and extend straight back to the rear of the body. The "S" portion of the stripe shall have a black shading in the corners.

CHEVRON REFLECTIVE STRIPE - REAR SIDES PANELS

At least 50 percent of the rear-facing vertical surfaces, visible from the rear of the apparatus, excluding any pump panel areas not covered by a door, shall be equipped with retroreflective striping in a chevron pattern sloping downward and away from the centerline of the vehicle at an angle of 45 degrees. Each stripe shall be 6" width.

The rear side panels of the body on each side of a rear stairway or compartment shall have a chevron style reflective stripe, extending from bumper height up to side compartment drip rail height. Each chevron panel shall be a full sheet and shall have a 3M UV over laminate to protect from UV rays, scene damage, and everyday use. Chevron panel shall have a minimum 10 year warranty for material failure, and colorfastness.

The stripe material shall be 3M Diamond Grade.

This reflective chevron stripe shall alternate red and fluorescent yellow-green in color.

LETTERING

GRAPHICS PROOF

A color graphics proof of the lettering layout shall be provided for approval by Aztec Fire Department prior to installation. The graphics proof shall be submitted to Aztec Fire Department on 8.5" x 11" sheets with front, sides, rear and plan views, each on one (1) sheet. In addition if there is any special art work an additional sheet shall be provided showing all details.

The following lettering shall be provided and installed on the completed unit as follows;

SIDE CAB DOOR LETTERING

There shall be sixty eight (68) 3" high 22K Gold letters furnished and installed on the vehicle. Lettering shall have a clear 3M UV Protective Over Laminate applied before installation.

Aztec Fire Department

Final design and layout shall be determined prior to construction.

UPPER BODY SIDE LETTERING

There shall be twenty six (26) 4" high 22K Gold letters furnished and installed on the vehicle. Lettering shall have a clear 3M UV Protective Over Laminate applied before installation.

Final design and layout shall be determined prior to construction.

REAR BODY LETTERING

There shall be fifteen (15) 3" high reflective letters furnished and installed on the vehicle.

- This reflective lettering shall be white in color.

FRONT OF CAB LETTERING

EXTERIOR COMPARTMENT DOORS

ROLL-UP DOOR CONSTRUCTION - ROBINSON (ROM)

The apparatus shall be equipped with Robinson ROM Series III roll-up exterior compartment doors. Robinson roll-up doors shall be complete with the following features;

- Doors shall be front roll with drum positioned at upper front portion of compartment to afford maximum clearances and head room for mounting equipment to ceiling of compartment
- There shall be a non-abrasive side brush seals
- Every slat must have interlocking end shoes to prevent slat from moving side-to-side and binding the door
- Between each slat must be a co-extruded PVC inner seal to prevent metal-to-metal contact and to repel moisture. This inner seal is not visible to detract from appearance of door
- Slat are to have interlocking joints with a folding locking flange to provide security and prevent penetration by sharp objects
- Slat to be double-wall extrusion 1.366" high by .315" thick. Exterior surface to be flat and interior surface to be concave to prevent loose equipment from interfering with door operation
- Latch system to be a full width one piece lift bar operable by one hand
- A 2" wide finger pull integrated into bottom rail extrusion for easy one hand opening and closing
- Clip system that connects the curtain slats to the operator drum which allows for easy tension adjustment without tools
- Each roll-up door shall have a 4" diameter counterbalance operator drum to assist in lifting the door.
- Track shall be one-piece aluminum that has an attaching flange and finishing flange incorporated into its design
- Drip rail will have specially designed seal that prevents the seal from scratching the door
- Bottom rail extrusion must have smooth back to prevent loose equipment from jamming the door
- Bottom rail to have "V" shaped double seal to prevent water and debris from entering the compartment
- Standard replacement parts to be shipped from the United States and available in as little as 48 hours
- Will be free from manufacturing defects for a period of up to 7 years from date of purchase provided that the Product is used under conditions of normal use, that regular periodic maintenance and service is performed and that the product was installed in accordance with R•O•M's instructions.

Each roll-up door framework shall decrease the compartment door opening by approximately 2.25" and 4.5" in height for standard bottom rail and 6.0" in height for tall bottom rail option.

ROM DOOR BOTTOM RAIL

All exterior compartment doors shall have the standard 3.0" tall bottom rail extrusion for easy one (1) hand opening and closing.

The specified retroreflective stripe material shall be applied on the roll-up compartment doors. The stripe shall be precision machine cut for each door slat of the roll-up doors. Under no circumstance will the stripe material be cut on roll-up door surface.

Aztec Fire Department

BODY HEIGHT MEASUREMENTS

The vertical body dimensions shall be as follows:

AHEAD OF REAR AXLE

	<u>Description</u>	<u>Dimension</u>
A	Bottom of Subframe to Top of Body	59.0"
B	Bottom of Subframe to Bottom of Body	18.0"
C	Vertical Door Opening	
	-with roll-up door	55.5"
	-with hinged door	59.5"

ABOVE REAR AXLE

	<u>Description</u>	<u>Dimension</u>
D	Vertical Door Opening - Above Rear Wheel	
	-with roll-up door	32.0"
	-with hinged door	35.0"

BEHIND REAR AXLE

	<u>Description</u>	<u>Dimension</u>
E	Bottom of Subframe to Bottom of Body	15.0"
F	Vertical Door Opening	
	-with roll-up door	53.0"
	-with hinged door	57.0"

GENERAL

	<u>Description</u>	<u>Dimension</u>
G	Bottom or Drip Rail to Top of Body	13.5"

(Dimensions are approximate and subject to change during construction or design process.)

BODY WIDTH DIMENSIONS

The body shall be 96.0" wide, not including drip rail or non-permanent fixtures. Interior compartment depth dimensions shall be approximately:

<u>Area Description</u>	<u>Dimension</u>
Transverse Area above Subframe	91.0"

Compartment Depth below Subframe 21.0"

STREETSIDE COMPARTMENT - FRONT (S1)

The interior useable compartment width shall be approximately 32.0" wide.

The compartment door opening shall be approximately 25.0" wide.

This compartment shall have a ROM roll-up door.

- The roll-up door slats and the door trim components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- There shall be NO keyed lock on this roll-up compartment door.
- One (1) aluminum drip pan/door finish guard shall be provided with the rollup door.

Aztec Fire Department

- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be one (1) transverse module fabricated from 3/16" (.188) 3003H-14 aluminum alloy smooth sheet. The module will be designed for the following long tools and equipment:
 - One (1) Aztec Fire Department supplied stokes basket(s). Manufacturer, model number and dimensions of the stokes basket(s) shall be provided during the pre-construction meeting.
 - One (1) Aztec Fire Department supplied scoop. Manufacturer, model number and dimensions of the scoop shall be provided during the pre-construction meeting.
 - Four (4) Aztec Fire Department supplied backboard(s). Manufacturer, model number and dimensions of the backboard(s) shall be provided during the pre-construction meeting.
- There shall be one (1) OnScene Solutions velcro cargo straps provided to secure the stored equipment.
- The floor of the compartment above the frame rails shall be extended to the interior edge of the door. The floor shall have a 2" vertical lip and a 1" return to increase strength.
- One (1) OnScene 64" Access LED compartment light, vertically mounted.
- The 12 volt electrical distribution panel shall be located in the front lower compartment.

STREETSIDE COMPARTMENT - ABOVE REAR WHEELS (S2)

The interior useable compartment width shall be approximately 45.0" wide.

The compartment door opening shall be approximately 38.0" wide.

This compartment shall have a ROM roll-up door.

- The roll-up door slats and the door trim components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- There shall be NO keyed lock on this roll-up compartment door.
- One (1) aluminum drip pan/door finish guard shall be provided with the rollup door.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be one (1) 1,000 lbs. slide-out tray(s) with a SlideMaster painted structural steel base approximately 45" deep and as wide as the compartment layout or door opening permits located above the level of the chassis frame rails. Each slide base shall have a gravity latch which will lock the tray in the closed and full extension positions. Each tray shall be fabricated from 3/16" 3003 aluminum sheet and shall have welded corners to form a box type tray surface with an internal depth of approximately 3 ½".
- There shall be one (1) 250 lbs. slide-out and tilt down tray(s) with a SlideMaster painted structural steel base approximately 45" deep and as wide as the compartment layout or door opening permits. It shall be located above the level of the chassis frame rails and will be vertically adjustable in height. Each slide base shall have a gravity latch which will lock the tray in the closed and full extension positions. Each tray shall be fabricated from 3/16" 3003 aluminum sheet and shall have welded corners to form a box type tray surface with an internal depth of approximately 3 ½".
- One (1) OnScene 36" Access LED compartment light, vertically mounted.

STREETSIDE COMPARTMENT - REAR (S3)

The interior useable compartment width shall be approximately 35.0" wide.

The compartment door opening shall be approximately 28.0" wide.

This compartment shall have a ROM roll-up door.

- The roll-up door slats and the door trim components shall be painted to match the single tone exterior color.

Aztec Fire Department

- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- There shall be NO keyed lock on this roll-up compartment door.
- One (1) aluminum drip pan/door finish guard shall be provided with the rollup door.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be two (2) adjustable shelf/shelves approximately 24" deep. Each shelf shall be fabricated from 3/16" 3003 aluminum sheet with a 2" vertical flange along the front and rear edge.
- The floor of the compartment above the frame rails shall cover the area directly above the frame rails ONLY (non-extended floor).
- One (1) OnScene 64" Access LED compartment light, vertically mounted.
- Two (2) 3-1/2" x 3-1/2" black plastic louvered vents shall be provided in the lower compartment.

CURBSIDE COMPARTMENT - FRONT (C1)

The interior useable compartment width shall be approximately 32.0" wide.

The compartment door opening shall be approximately 25.0" wide.

This compartment shall have a ROM roll-up door.

- The roll-up door slats and the door trim components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- There shall be NO keyed lock on this roll-up compartment door.
- One (1) aluminum drip pan/door finish guard shall be provided with the rollup door.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be a transverse storage module which extends from the opposite side of the body (specified in opposite side compartment).
- There shall be one (1) OnScene Solutions velcro cargo straps provided to secure the stored equipment.
- The floor of the compartment above the frame rails shall be extended to the interior edge of the door. The floor shall have a 2" vertical lip and a 1" return to increase strength.
- One (1) OnScene 64" Access LED compartment light, vertically mounted.

CURBSIDE COMPARTMENT - ABOVE REAR WHEEL (C2)

The interior useable compartment width shall be approximately 45.0" wide.

The compartment door opening shall be approximately 38.0" wide.

This compartment shall have a ROM roll-up door.

- The roll-up door slats and the door trim components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- There shall be NO keyed lock on this roll-up compartment door.
- One (1) aluminum drip pan/door finish guard shall be provided with the rollup door.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

Aztec Fire Department

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be two (2) OnScene Solutions 85 series aluminum slide-out vertical tool board(s) with 100% extension, and rating of 1,000 lbs. approximately 46" deep. Each tool board shall be mounted on an OnScene Solutions slide frame constructed of anodized aluminum extrusion(s). Each slide shall have a cable operated, spring loaded latch complimented by a red "T" handle (Pull to Release). The slide shall lock in the closed and full extension positions.
 - The vertical tool board material shall be 3/16" (.188) 3003H-14 aluminum alloy sheet.
 - Each tool board will be bolted to compartment floor.
- One (1) OnScene 36" Access LED compartment light, vertically mounted.

CURBSIDE COMPARTMENT - REAR (C3)

The interior useable compartment width shall be approximately 35.0" wide.

The compartment door opening shall be approximately 28.0" wide.

This compartment shall have a ROM roll-up door.

- The roll-up door slats and the door trim components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- There shall be NO keyed lock on this roll-up compartment door.
- One (1) aluminum drip pan/door finish guard shall be provided with the rollup door.
- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be two (2) adjustable shelf/shelves approximately 24" deep. Each shelf shall be fabricated from 3/16" 3003 aluminum sheet with a 2" vertical flange along the front and rear edge.
- There shall be one (1) 1,000 lbs. slide-out tray(s) with a SlideMaster painted structural steel base approximately 24" deep and as wide as the compartment layout or door opening permits located below the level of the chassis frame rails. Each slide base shall have a gravity latch which will lock the tray in the closed and full extension positions. Each tray shall be fabricated from 3/16" 3003 aluminum sheet and shall have welded corners to form a box type tray surface with an internal depth of approximately 3 1/2".
- The floor of the compartment above the frame rails shall cover the area directly above the frame rails ONLY (non-extended floor).
- One (1) OnScene 64" Access LED compartment light, vertically mounted.
- Two (2) 3-1/2" x 3-1/2" black plastic louvered vents shall be provided in the lower compartment.

REAR COMPARTMENT - CENTER (RC1)

The rear center compartment shall be closed to both side rear compartments.

The rear center compartment shall start at the top of the body sub-frame and be as high as the side compartments, unless specified otherwise.

The interior useable compartment width shall be approximately 45.0" wide.

The compartment door opening shall be approximately 38.0" wide.

This compartment shall have a ROM roll-up door.

- The roll-up door slats and the door trim components shall be painted to match the single tone exterior color.
- The door shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside compartment interior lower door track.
- There shall be NO keyed lock on this roll-up compartment door.
- One (1) aluminum drip pan/door finish guard shall be provided with the rollup door.

Aztec Fire Department

- A compartment threshold protection plate shall be installed on the bottom edge of the compartment door opening. The threshold protection shall be fabricated from an aluminum extrusion with an anodized exterior finish.

COMPARTMENT LAYOUT

- There shall be vertically mounted aluminum Shelf-Trac for specified component installation. Shelf-Trac extrusion shall have side extruded channels for use in mounting or securing special ancillary items, without need for drilling into body.
- There shall be one (1) 1,000 lbs. slide-out tray(s) with a SlideMaster painted structural steel base approximately 30" deep and as wide as the compartment layout or door opening permits located above the level of the chassis frame rails. Each slide base shall have a gravity latch which will lock the tray in the closed and full extension positions. Each tray shall be fabricated from 3/16" 3003 aluminum sheet and shall have welded corners to form a box type tray surface with an internal depth of approximately 3 ½".
- One (1) Hannay EF2016-17-18 hydraulic hose reel(s) with painted finish capable of storing 100' of dual line hydraulic hose. The rewind button for each reel shall be located adjacent to the reel it controls.
- The hydraulic reel shall be equipped with 100' of Hurst low pressure 5,000 PSI hydraulic hose with Streamline couplings and a molded plastic ball clamp. The hose shall be gray and yellow with black guards. A set of color inserts will be shipped with each hose set to designate hose color set.
- The hydraulic reel shall connect to the hydraulic pump with one (1) 6' Hurst hydraulic hose(s) with Streamline couplings.
- The fairlead roller shall be mounted directly to the reel.
- One (1) Hannay EF2016-17-18 hydraulic hose reel(s) with painted finish capable of storing 100' of dual line hydraulic hose. The rewind button for each reel shall be located adjacent to the reel it controls.
- The hydraulic reel shall be equipped with 100' of Hurst low pressure 5,000 PSI hydraulic hose with Streamline couplings and a molded plastic ball clamp. The hose shall be gray and yellow with black guards. A set of color inserts will be shipped with each hose set to designate hose color set.
- The hydraulic reel shall connect to the hydraulic pump with one (1) 6' Hurst hydraulic hose(s) with Streamline couplings.
- The fairlead roller shall be mounted directly to the reel.
- One (1) OnScene 64" Access LED compartment light, vertically mounted.
- The hydraulic power unit(s) shall be installed after delivery to the Aztec Fire Department.

PLASTIC FLOOR AND SHELF TILE

All compartment floors, shelves, and trays shall be covered with Dri-Dek plastic interlocking grating.

- The plastic floor tile shall be black.
- The plastic edge trim shall be black.

SIDE BODY PROTECTION - RUB RAIL

OnScene Solutions rub rails shall be provided below the compartment door openings on both the streetside and curbside.

The rub rail shall be fabricated from 6063 extruded aluminum, measuring approximately 2-3/4" high x 1-3/8" thick with tapered aluminum end caps. The rub rail shall be bolted to the body using stainless steel bolts and 1-1/2" diameter x 5/8" thick rubber mount isolators to prevent damage to the body.

The rails shall incorporate LED clearance marker lighting recessed into the rail fascia to avoid damage to the light in case of impact. The rub rail shall have an accessory mounting track integrated into the backside of the rail to allow mounting of accessories such as ground lighting.

FRONT GRAVEL GUARDS

Gravel guards shall be provided on front lower body corners. Guards shall be 12" high, extend from behind cab or step and wrap around to the front compartment door opening fabricated from 20 gauge brushed stainless steel.

REAR BODY HANDRAILS

Aztec Fire Department

There shall be two (2) 24" vertical handrails on the rear of the body. Handrails shall be NFPA compliant 1-1/4" knurled 304 stainless steel with welded end stanchions.

LOW VOLTAGE ELECTRICAL SYSTEM- 12 VDC

General

Any low voltage electrical systems or warning devices installed on the fire apparatus shall be appropriate for the mounting location and intended electrical load.

Where wire passes through sheet metal, grommets shall be used to protect wire and wire looms. Electrical connections shall be with double crimp water-tight heat shrink connectors.

All 12 VDC wiring running from front to back of vehicle body shall be run in full length electrical wiring raceway down each side of body.

Wiring

All electrical circuit feeder wiring supplied and installed by the fire apparatus manufacturer shall meet the requirements of NFPA Chapter 13.

The circuit feeder wire shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 % of the maximum current for which the circuit is protected. Voltage drops in all wiring from the power source to the using device shall not exceed 10 %. The use of star washers for circuit ground connections shall not be permitted.

All circuits shall otherwise be wired in conformance with SAE J1292, *Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring*.

Wiring and Wire Harness Construction

All insulated wire and cable shall conform to SAE J1127, *Low Voltage Battery Cable*, or SAE J1128, *Low Voltage Primary Cable*, type SXL, GXL, or TXL.

All conductors shall be constructed in accordance with SAE J1127 or SAE J1128, except where good engineering practice dictates special strand construction. Conductor materials and stranding, other than copper, shall be permitted if all applicable requirements for physical, electrical, and environmental conditions are met as dictated by the end application. Physical and dimensional values of conductor insulation shall be in conformance with the requirements of SAE J1127 or SAE J1128, except where good engineering practice dictates special conductor insulation. The overall covering of conductors shall be moisture-resistant loom or braid that has a minimum continuous rating of 194°F (90°C) except where good engineering practice dictates special consideration for loom installations exposed to higher temperatures. The overall covering of jacketed cables shall be moisture resistant and have a minimum continuous temperature rating of 194°F (90°C), except where good engineering practice dictates special consideration for cable installations exposed to higher temperatures.

All wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection. The wiring connections and terminations shall be installed in accordance with the device manufacturer's instructions. All ungrounded electrical terminals shall have protective covers or be in enclosures. Wire nut, insulation displacement, and insulation piercing connections shall not be used.

Wiring shall be restrained to prevent damage caused by chafing or ice buildup and protected against heat, liquid contaminants, or other environmental factors.

Aztec Fire Department

Wiring shall be uniquely identified at least every 2 ft (0.6 m) by color coding or permanent marking with a circuit function code. The identification shall reference a wiring diagram.

Circuits shall be provided with properly rated low voltage overcurrent protective devices. Such devices shall be readily accessible and protected against heat in excess of the overcurrent device's design range, mechanical damage, and water spray. Circuit protection shall be accomplished by utilizing fuses, circuit breakers, fusible links, or solid state equivalent devices.

If a mechanical-type device is used, it shall conform to one of the following SAE standards:

- 70) SAE J156, *Fusible Links*
- 71) SAE J553, *Circuit Breakers*
- 72) SAE J554, *Electric Fuses (Cartridge Type)*
- 73) SAE J1888, *High Current Time Lag Electric Fuses*
- 74) SAE J2077, *Miniature Blade Type Electrical Fuses*

Switches, relays, terminals, and connectors shall have a direct current (dc) rating of 125 % of maximum current for which the circuit is protected.

Power Supply

A 12 V or greater electrical alternator shall be provided. The alternator shall have a minimum output at idle to meet the minimum continuous electrical load of the vehicle, at 200°F (93°C) ambient temperature within the engine compartment, and shall be provided with full automatic regulation.

Minimum Continuous Electrical Load

The minimum continuous electrical load shall consist of the total amperage required to simultaneously operate the following in a stationary mode during emergency operations:

- 1) The propulsion engine and transmission
- 2) All legally required clearance and marker lights, headlights, and other electrical devices except windshield wipers and four-way hazard flashers
- 3) The radio(s) at a duty cycle of 10 percent transmit and 90 % receive (for calculation and testing purposes, a default value of 5 A continuous)
- 4) The lighting necessary to produce 2 fc (20 lx) of illumination on all walking surfaces on the apparatus and on the ground at all egress points onto and off the apparatus, 5 fc (50 lx) of illumination on all control and instrument panels, and 50 percent of the total compartment lighting loads
- 5) The minimum optical warning system, where the apparatus is blocking the right-of way
- 6) The continuous electrical current required to simultaneously operate any fire pumps, aerial devices, and hydraulic pumps
- 7) Other warning devices and electrical loads defined by the purchaser as critical to the mission of the apparatus

If the apparatus is equipped to tow a trailer, an additional 45 A shall be added to the minimum continuous electrical load to provide electrical power for the federally required clearance and marker lighting and the optical warning devices mounted on the trailer.

The condition of the low voltage electrical system shall be monitored by a warning system that provides both an audible and a visual signal to persons on, in, or near the apparatus of an impending electrical system failure caused by the excessive discharge of the battery set.

Aztec Fire Department

The charge status of the battery shall be determined either by direct measurement of the battery charge or indirectly by monitoring the electrical system voltage.

If electrical system voltage is monitored, the alarm shall sound if the system voltage at the battery or at the master load disconnect switch drops below 11.8 V for 12 V nominal systems, 23.6 V for 24 V nominal systems, or 35.4 V for 42 V nominal systems for more than 120 seconds.

A voltmeter shall be mounted on the driver's instrument panel to allow direct observation of the system voltage.

Electromagnetic Interference

Electromagnetic interference suppression shall be provided, as required, to satisfy the radiation limits specified in SAE J551/1, *Performance Levels and Methods of Measurement of Electromagnetic Compatibility of Vehicles, Boats (up to 15 m), and Machines (16.6 Hz to 18 GHz)*.

Wiring Diagram

A complete electrical wiring schematic of actual system shall be provided with finished apparatus. Similar or generic type electrical schematics shall NOT BE ACCEPTABLE.

Low Voltage Electrical System Performance Test

A low voltage electrical system test certification shall be provided with delivered apparatus.

12 VOLT DIAGNOSTIC RELAY CONTROL CENTER

The 12 volt power distribution shall be conveniently located with easy access for service. All relays and circuit breakers shall be plug-in type allowing for removal for repairs without necessitating soldering or tools. The sockets mounts for both the relays and circuit breakers shall be of a design that permits the use of standard automotive type components.

The 12 volt distribution panel shall utilize printed circuit boards mounted in high strength enclosure. Each printed circuit board shall be provided with twelve (12) heavy duty independent switching relays. Each relay shall have the ability to be configured either normally open or normally closed and be protected by a 20 amp automatic reset breaker. Each circuit will be provided with a LED for visual diagnostic.

Power distribution panel shall be located in apparatus body within a protected enclosure with removable or hinged cover.

CAB CONSOLE

A center cab console shall be provided and located in the center of the cab, on the floor just ahead of the seat. Console shall be as large as possible and fabricated of 1/8" smooth aluminum. A textured powder coat paint finish shall be provided for durability and finished appearance.

The console shall contain the 12 volt switches to operate the emergency warning equipment on the vehicle. There shall be room available for a siren control head or customer supplied radio.

Storage for two (2) binders shall be designed into console design behind center console.

The final design of console shall be determined by the Aztec Fire Department at the pre-construction meeting.

ROCKER SWITCH PANEL

The control of the 12 volt equipment installed on chassis and body shall be centrally located in the cab. The individual rocker style switches shall be located on a separate electrical panel, complete with backlit name tags describing function

Aztec Fire Department

of each individual switch. The back lighting shall have two (2) levels of intensity, low level lights activated when the vehicle lights or ignition switch is turned "On", and high level lights activated when individual switch is turned "On". An internally lighted rocker switch shall be furnished to the left of specified emergency lighting switches, and identified as "MASTER EMERGENCY SWITCH".

Switch circuitry shall be on a printed circuit board. The lights shall be solid state type and have a 100,000 hour life span.

ELECTRICAL SYSTEM MANAGER

LOAD MANAGEMENT

If the total continuous electrical load exceeds the minimum continuous electrical output rating of the installed alternator(s), an automatic electrical load management system shall be required. The minimum continuous electrical loads shall not be subject to automatic load management.

The apparatus 12 volt electrical system shall be provided with a system manager for:

- Monitoring chassis battery voltage
- Shedding pre-determined electrical circuits
- Sequencing pre-determined electrical circuits
- Automatically controlling chassis engine fast-idle
- Monitor master switch and parking brake applications
- Automatically control warning light modes ("Calling-For" and "Blocking Right of Way")
- Provide low voltage alarm
- Programmable control circuits
- Remote system status indicator panel

System manager shall perform all electrical functions required by current NFPA 1901 Standards.

BATTERY MONITORING

The system manager shall monitor the vehicle battery voltage. When electrical loads exceed the alternator output and the voltage drops, the load manager shall start shutting down electrical outputs. The system shall shut down only as many outputs required to maintain the system voltage. A special indicator to show different states of the electrical system by flashing at rate proportional to the battery discharge.

LOAD SEQUENCING AND SHEDDING

The system shall be capable of sequentially switching and shedding 12 volt loads. The Master light switch starts the sequential switch when it is turned "On". Likewise turning the Master Switch "Off" will sequentially de-energize the loads.

BATTERY SYSTEM

The battery connectors shall be heavy duty type with cables terminating in heat shrink loom. Heavy duty battery cables shall provide maximum power to the electrical system. Where required, the cables shall be shielded from exhaust tubing and the muffler. Large rubber grommets shall be provided where cables enter the battery compartment.

Batteries shall be of the high-cycle type. With the engine off, the battery system shall be able to provide the minimum continuous electrical load for 10 minutes without discharging more than 50 percent of the reserve capacity and then to restart the engine. The battery system cold cranking amps (CCA) rating shall meet or exceed the minimum CCA recommendations of the engine manufacturer. The batteries shall be mounted to prevent movement during fire apparatus

Aztec Fire Department

operation and shall be protected against accumulations of road spray, snow, and road debris. The batteries shall be readily accessible for examination, testing, and maintenance.

A means shall be provided for jump-starting the engine if the batteries are not accessible without lifting the cab of a tilt-cab apparatus.

Where an enclosed battery compartment is provided, it shall be ventilated to the exterior to prevent the buildup of heat and explosive fumes. The batteries shall be protected against vibration and temperatures that exceed the battery manufacturer's recommendation.

An onboard battery conditioner or charger or a polarized inlet shall be provided for charging all batteries. Where an onboard conditioner or charger is supplied, the associated line voltage electrical power system shall be installed in accordance with Chapter 22.

One of the following master disconnect switches shall be provided:

- 8) A master body disconnect switch that disconnects all electrical loads not provided by the chassis manufacturer
- 9) A master load disconnect switch that disconnects all electrical loads on the apparatus except the starter

Electronic control systems and similar devices shall be permitted to be otherwise connected if so specified by their manufacturer.

The alternator shall be wired directly to the batteries through the ammeter shunt(s), if one is provided, and not through the master load disconnect switch.

A green "battery disconnect on" indicator light that is visible from the driver's position shall be provided.

Rechargeable hand lights, radios, and other similar devices shall be permitted to be connected to the electrical system ahead of the master disconnect switch.

A sequential switching device shall be permitted to energize the optical warning devices and other high current devices required in minimum continuous electrical load, provided the switching device shall first energize the electrical devices required in minimum continuous electrical load within 5 seconds.

BATTERY SWITCH

The chassis ignition key shall activate a heavy duty relay to provide 12 volt battery power to the vehicle. There shall be a green "BATTERY ON" pilot light that is visible from the driver's position.

BATTERY SOLENOID

Battery switch shall consist of a minimum 200 ampere, constant duty solenoid to feed from positive side of battery.

BATTERY CONDITIONER

One (1) Kussmaul model Auto Charge 1000 single battery conditioner, with 120 VAC input and 15 amp, 12 volt output shall be provided. This system shall monitor the condition of batteries and provide an electrical current at variable rates to overcome battery failure. A display shall be provided with charge indicator, remote mounted.

SHORE POWER INLET

One (1) Kussmaul 120 VAC, 20 amp Super Auto-Eject shore power inlet(s) shall be provided. The shore power connection shall automatically disengage from vehicle when chassis ignition is engaged.

The protective ground from the shoreline inlet shall be bonded to the vehicle frame.

Aztec Fire Department

- The outlet cover shall be yellow.
- The shore power inlet shall be located on the streetside front of body, outboard of the cab.

ENGINE COMPARTMENT LIGHT

There shall be one (1) light(s) mounted in the engine compartment with integral switch with a light output of at least 20 candlepower (250 lumens). The engine compartment light(s) shall operate only when the master battery switch is turned "On".

CHASSIS HEADLIGHT WIG/WAG

A chassis headlight wig/wag flashing unit shall be provided. The headlight flasher shall shut down when the parking brake is engage for "Blocking Mode".

The lights shall be switched at the 12 volt control panel in the cab.

CAB HAZARD WARNING LIGHT

A red flashing or rotating light, located in the driving compartment, shall be illuminated automatically whenever the vehicles parking brake is not fully engaged and any of the following conditions exist:

- Any passenger or equipment compartment door is not closed.
- Any ladder or equipment rack is not in the stowed position.
- Stabilizer system is not in its stowed position.
- Powered light tower is not stowed.
- Any other device permanently attached to the apparatus is open, extended, or deployed in a manner that is likely to cause damage to the apparatus if the apparatus is moved.

Compartments and equipment meeting all of the following conditions shall be permitted to be exempt from being wired to the hazard light:

- The volume is less than or equal to 4 ft³ (0.1 m³).
- The compartment has an opening less than or equal to 144 in.² (92,900 mm²).
- The open door does not extend sideways beyond the mirrors or up above the top of the fire apparatus.
- All equipment in the compartment is restrained so that nothing can fall out if the door is open while the apparatus is moving.
- Manually raised pole lights with an extension of less than 5 ft (1.5 m).

The hazard light shall be labeled "DO NOT MOVE APPARATUS WHEN LIGHT IS ON".

An audible alarm shall be provided for the door ajar light.

BACK-UP ALARM

The body manufacturer shall furnish and install one (1) 107 dB(A) electronic back-up alarm. Back-up alarm to actuate automatically when the transmission gear selector is placed in reverse.

TAIL LIGHTS

Rear body tail lights shall be vertically mounted and located per Federal Motor Vehicle Safety Standards, FMVSS and Canadian Motor Vehicle Safety Standards CMVSS. The following lights shall be furnished;

- Two (2) Whelen amber LED 600 Series 60A00TAR turn signal lights
- Two (2) Whelen red LED 600 Series 60BTT stop/tail lights
- Two (2) Whelen Halogen 600 Series 60J000CR back-up lights with clear lens

Aztec Fire Department

Each of the lights above shall be mounted in a 6EFLANGE, chrome finish bezel.

MIDSHIP MARKER/TURN SIGNAL

Two (2) Whelen model T0A00MAR 2" round amber LED midship body clearance marker/turn signal lights shall be provided and installed, one (1) light on each side of the body, in forward wheel well of rear axle. Midship marker/turn lights shall be wired to the headlight circuit of the chassis.

MARKER LIGHTS

The body shall be equipped with all necessary clearance lights and reflectors in accordance with Federal Motor Vehicle Safety Standards (FMVSS) and Canadian Motor Vehicle Safety Standards (CMVSS) regulations. All body clearance lights shall be Truck-Lite Model 18 LED to reduce the need for maintenance and lower the amp draw. Clearance lights shall be wired to the headlight circuit of the chassis.

CAB STEP LIGHTS / GROUND LIGHTS

There shall be four (4) OnScene 8" Access LED light(s) installed on the vehicle capable of providing illumination at a minimum level of 2 fc (20 lx) on ground areas within 30 in. (800 mm) of the edge of the vehicle in areas designed for personnel to climb onto or descend from the vehicle to the ground level.

Lighting designed to provide illumination on areas under the driver and crew riding area exits shall be switchable but activated automatically when the exit doors are opened.

LICENSE PLATE LIGHT

One (1) Arrow #437 chrome plated LED license plate light shall be installed on the rear of the body. License plate light shall be wired to the headlight circuit of chassis. A fastener system shall be provided for license plate installation.

ELECTRONIC SIREN

One (1) Federal PA300-012MSC, 100 watt electronic siren with standard microphone shall be provided and installed in cab within easy reach of Driver. Siren power shall be wired through the master warning light switch.

SIREN SPEAKER

One (1) Cast Products Inc. model SA4301, 100 watt siren speaker shall be provided.

The siren speaker shall be located on the center of front bumper.

SCENE LIGHTS

The scene lighting shall be provided with specified upper side and/or rear warning lights.

TELESCOPIC LIGHT

Two (2), Akron model ELSS-XLDC-PS-SM2-HC-2-SW-U1, 19,000 lumen 200 watt SceneStar LED scene light with eight (8) ultra bright LEDs shall be installed on the apparatus. The white powder coated lighthouse has a rugged design to withstand harsh environments and dual ergonomic grip handles for easy light positioning.

The lighthouse(s) shall be mounted on an Akron side mount push up telescopic pole. The fully adjustable pole shall be manufactured from heavy duty anodized aluminum with a twist lock for quick and easy height adjustment.

Each light shall be firmly mounted using white powder coated brackets. A waterproof on/off toggle switch shall be mounted underneath the light fixture. The light(s) shall be located on the front of the apparatus body, one on each side and wired directly to the 12-volt electrical system.

SCENE LIGHTS

The scene lighting shall be provided with specified upper side and/or rear warning lights.

Aztec Fire Department

TRAFFIC DIRECTIONAL LIGHT

There shall be one (1) Whelen model TAL65 36.01" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen model TACTLD1 control head will be included with this installation.

The auxiliary warning mode will be activated with the control head only.

This traffic directing light will be surface mounted over the rear door, inside a treadplate box at the rear of the apparatus as high as practical.

The traffic directing light controller will be located within the switch panel on the engine tunnel. The controller will be within easy reach of the driver

The traffic directional light shall be recess mounted into the upper rear body fabricated from 1/8" aluminum treadplate.

WARNING LIGHT PACKAGE

Each apparatus shall have a system of optical warning devices that meets or exceeds the requirements of this section.

The optical warning system shall consist of an upper and a lower warning level. The requirements for each level shall be met by the warning devices in that particular level without consideration of the warning devices in the other level.

For the purposes of defining and measuring the required optical performance, the upper and lower warning levels shall be divided into four (4) warning zones. The four zones shall be determined by lines drawn through the geometric center of the apparatus at 45 degrees to a line drawn lengthwise through the geometric center of the apparatus. The four (4) zones shall be designated A, B, C, and D in a clockwise direction, with zone A to the front of the apparatus.

Each optical warning device shall be installed on the apparatus and connected to the apparatus's electrical system in accordance with the requirements of this standard and the requirements of the manufacturer of the device.

A master optical warning system switch that energizes all the optical warning devices shall be provided.

The optical warning system on the fire apparatus shall be capable of two (2) separate signaling modes during emergency operations. One (1) mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way. One (1) mode shall signal that the apparatus is stopped and is blocking the right-of-way. The use of some or all of the same warning lights shall be permitted for both modes provided the other requirements of this chapter are met.

A switching system shall be provided that senses the position of the parking brake or the park position of an automatic transmission. When the master optical warning system switch is closed and the parking brake is released or the automatic transmission is not in park, the warning devices signaling the call for the right-of-way shall be energized. When the master optical warning system switch is closed and the parking brake is on or the automatic transmission is in park, the warning devices signaling the blockage of the right-of-way shall be energized. The system shall be permitted to have a method of modifying the two (2) signaling modes.

The optical warning devices shall be constructed or arranged so as to avoid the projection of light, either directly or through mirrors, into any driving or crew compartment(s). The front optical warning devices shall be placed so as to maintain the maximum possible separation from the headlights.

Steadily burning, non flashing optical sources shall be permitted to be used.

UPPER LEVEL OPTICAL WARNING DEVICES

Aztec Fire Department

The upper-level optical warning devices shall be mounted as high and as close to the corner points of the apparatus as is practical to define the clearance lines of the apparatus. The upper-level optical warning devices shall not be mounted above the maximum height, specified by the device manufacturer.

ZONE A - FRONT WARNING LIGHTS

There shall be one (1) Whelen Edge FN60VLED LED 60" lightbar permanently mounted to the cab roof.

The lightbar configuration (streetside to curbside) shall be:

<u>SECTION</u>	<u>INTERNAL COMPONENTS</u>	<u>LENS COLOR</u>
1	Red Rear Corner Linear LED	Clear
2	Red Front Corner Linear LED	Clear
3	Clear Linear LED	Clear
4	Blank	Clear
5	Red Linear LED	Clear
6	Blank (Opticom if specified)	Clear
7	Blank (Opticom if specified)	Clear
8	Red Linear LED	Clear
9	Blank	Clear
10	Clear Linear LED	Clear
11	Red Front Corner Linear LED	Clear
12	Red Rear Corner Linear LED	Clear

All clear lights shall shut down when the parking brake is set to comply with "Blocking" mode requirements as outlined in NFPA 1901.

The lightbar shall be separately switched at the 12 volt control panel in the cab.

The lightbar shall be supplied with LR11 super LED alley lights on each end. Lights shall be wired to specified scene light switches. Addition of alley lights may change standard light bar configuration specified.

GTT OPTICOM

A GTT 795H Opticom emitter light shall be provided inside specified light bar. The Opticom option may replace specified light(s) in specified light bar. The Opticom shall be activated with light bar and de-activated when the park brake is set and the vehicle is in blocking mode.

ZONES B AND D - SIDE WARNING LIGHTS

UPPER REAR CORNER WARNING LIGHTS

There shall be two (2) Whelen M9 V-series combination 180° red linear Super-LED warning lights with 45° perimeter scene lights (M9V2R) provided, one (1) each side. Perimeter scene lights will be turned on with specified scene lighting. Each light shall have a red lens over warning light and clear lens over perimeter light and chrome flange.

The lights shall be switched at the 12 volt control panel in the cab.

UPPER FORWARD CORNER WARNING LIGHTS

There shall be two (2) Whelen M9 V-series combination 180° red linear Super-LED warning lights with 45° perimeter scene lights (M9V2R) provided, one (1) each side. Perimeter scene lights will be turned on with specified scene lighting. Each light shall have a red lens over warning light and clear lens over perimeter light and chrome flange.

The lights shall be switched at the 12 volt control panel in the cab.

Aztec Fire Department

ZONE C - REAR WARNING LIGHTS

There shall be two (2) Whelen M9 V-series combination 180° red linear Super-LED warning lights with 45° perimeter scene lights (M9V2R) provided, one (1) each side. Perimeter scene lights will be turned on with specified scene lighting. Each light shall have a red lens over warning light and clear lens over perimeter light and chrome flange. The lights shall be switched at the 12 volt control panel in the cab.

LOWER LEVEL OPTICAL WARNING DEVICES

To define the clearance lines of the apparatus, the optical center of the lower-level optical warning devices in the front of the vehicle shall be mounted on or forward of the front axle centerline and as close to the front corner points of the apparatus as is practical.

The optical center of the lower-level optical warning devices at the rear of the vehicle shall be mounted on or behind the rear axle centerline and as close to the rear corners of the apparatus as is practical. The optical center of any lower-level device shall be between 18 in. and 62 in. (460 mm and 1600 mm) above level ground for large apparatus, and 18 in. and 48 in. (460 mm and 1600 mm) above level ground.

A midship optical warning device shall be mounted right and the left sides of the apparatus if the distance between the front and rear lower-level optical devices exceeds 25 ft (7.6 m) at the optical center. Additional midship optical warning devices shall be required, where necessary, to maintain a horizontal distance between the centers of adjacent lower-level optical warning devices of 25 ft (7.6 m) or less. The optical center of any midship mounted optical warning device shall be between 18 in. and 62 in. (460 mm and 1600 mm) above level ground.

ZONE A - FRONT WARNING LIGHTS

There shall be two (2) Whelen ION V-Series Super-LED surface mount lights (IONSV3RC) with combination 180° warning and puddle lights provided, one (1) each side. Puddle lights will be turned on with specified scene lighting. Each light shall have a clear lens and chrome die cast flange.

The lights shall be switched at the 12 volt control panel in the cab.

ZONES B AND D - CAB INTERSECTOR LIGHT (CAB FRONT CORNERS)

There shall be two (2) Whelen ION V-Series Super-LED surface mount lights (IONSV3RC) with combination 180° warning and puddle lights provided, one (1) each side. Puddle lights will be turned on with specified scene lighting. Each light shall have a clear lens and chrome die cast flange.

The lights shall be switched at the 12 volt control panel in the cab.

ZONES B AND D - BODY INTERSECTOR LIGHT (BODY WHEELWELL AREA)

There shall be two (2) Whelen ION V-Series Super-LED surface mount lights (IONSV3RC) with combination 180° warning and puddle lights provided, one (1) each side. Puddle lights will be turned on with specified scene lighting. Each light shall have a clear lens and chrome die cast flange.

The lights shall be switched at the 12 volt control panel in the cab.

ZONES B AND D - BODY INTERSECTOR LIGHT (BODY REAR CORNERS)

There shall be two (2) Whelen ION V-Series Super-LED surface mount lights (IONSV3RC) with combination 180° warning and puddle lights provided, one (1) each side. Puddle lights will be turned on with specified scene lighting. Each light shall have a clear lens and chrome die cast flange.

The lights shall be switched at the 12 volt control panel in the cab.

ZONE C - REAR WARNING LIGHTS (LOWER REAR CORNERS)

There shall be two (2) Whelen ION V-Series Super-LED surface mount lights (IONSV3RC) with combination 180° warning and puddle lights provided, one (1) each side. Puddle lights will be turned on with specified scene lighting. Each light shall have a clear lens and chrome die cast flange.

The lights shall be switched at the 12 volt control panel in the cab.

EQUIPMENT PAYLOAD WEIGHT ALLOWANCE

In compliance with NFPA 1901 standards, the special service vehicle shall be designed for an equipment loading allowance of 2,500 lbs. of Aztec Fire Department provided equipment based on a 15,001 - 20,000 pound gross vehicle weight rating.

Aztec Fire Department

EQUIPMENT

The following equipment shall be furnished with the completed special service vehicle;

- One (1) container of assorted stainless steel nuts, bolts, screws and washers used in the construction of the apparatus shall be provided with the completed apparatus.
- There shall be two (2) Zico AC-32, NFPA approved aluminum wheel chocks provided for 32" diameter tires that together will hold the vehicle when loaded to its GVWR or GCWR, on a hard surface with a 20% grade, with the transmission in neutral, and the parking brake released.
 - The wheel chock(s) shall be mounted behind rear wheels, below body on streetside.
- Two (2) Streamlight FireBox halogen flashlight(s) with shoulder strap shall be provided. Each flashlight shall be orange in color and have a 12 volt DC charger and vehicle mount kit. Each flashlight shall have a 8 watt, 150 lumen halogen spotlight style bulb and reflector with 2 ultra-bright LED taillights. The flashlight(s) shall be wired to battery direct unless otherwise specified by Aztec Fire Department.
 - The flashlight(s) shall be mounted on the completed unit in the lower area of compartment S1.

REMAINING NFPA MINOR EQUIPMENT BY PURCHASER

All other minor equipment not specified above, but required by NFPA 1901 for special service vehicles, section 10.5.1 shall be supplied and mounted by Aztec Fire Department before the unit is placed in emergency service.



SVI Trucks | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

EMERGENCY VEHICLE PROPOSAL

Buyer: Aztec Fire Dept.
201 West Chaco Street
Aztec, NM 87410

Date: December, 09, 2015

We hereby propose and agree to manufacture and furnish to Buyer after acceptance of this proposal and proper execution of this contract and/or a purchase order, the following vehicle and equipment;

Model: One (1) SVI 2015 Light Rescue on Ford F-550 Chassis

Price: \$202,900.00

All of which will be built in accordance with the specifications, clarifications, and exceptions attached, in compliance with current National Fire Protection Association (NFPA) 1901 Guidelines which are made a part of this agreement and contract. If there is any conflict between Buyer specification and SVI Proposal, the SVI Proposal will prevail. The standard SVI warranty and that of the cab/chassis manufacturer will apply.

The amount in the proposal shall remain firm for a period of 30 days from the date of same. All state, federal and local taxes are not included above. Any applicable taxes are to be paid by Buyer upon registration and licensing of vehicle(s).

This apparatus is available for purchase utilizing the HGAC cooperative purchasing agreement catalog FS12-15 Code CCD01, Ford F-550 2-Door, OEM Cab, Aluminum Body, Non-Walk-In Rescue

Delivery: The estimated delivery time is 270-330 calendar days after receipt and approval of contract or purchase order, properly executed, (cab/chassis must be delivered in 150-180 days or delivery may be delayed), and subject to all causes beyond our control. This delivery estimate is based on the SVI receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-inspection, or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required.

Payment Terms: Final payment for the vehicle shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the vehicle is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, SVI shall be given reasonable time to correct same. It is agreed that the Manufacturer's Statement of Origin (MSO) for the vehicle and equipment shall remain in the possession of SVI until the entire contract price has been paid.

Cancellation: If the contract is terminated by Buyer, SVI will be paid a fair payment as negotiated with Buyer for the work completed as of the date of termination.

Respectfully submitted,

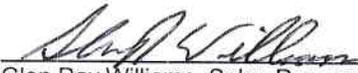
We agree to accept the above proposal;

DEALER

AAA Firepro of New Mexico Inc.

BUYER

Aztec Fire Department


Glen Ray Williams, Sales Representative

Authorized Signature

Title

Date: December 9, 2015

Date: _____ / ____ / 2015

After receipt of this document signed by the Buyer, it will be reviewed and upon approval, countersigned by SVI putting the document in force.

SUPER VACUUM MFG. CO., INC. – SVI TRUCKS

Robert Sorensen, Vice President

Date: _____ / _____ 2015

Staff Summary Report

MEETING DATE: December 15, 2015

AGENDA ITEM: IX. CONSENT AGENDA (E)

AGENDA TITLE: Memorandum of Understanding (MOU) between the City of Aztec and San Juan Animal League (SJAL)

ACTION REQUESTED BY: Tina Roper

ACTION REQUESTED: Approve the Memorandum of Understanding (MOU) between The City of Aztec and San Juan Animal League

SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS (Leading Department)

The San Juan Animal League has funding to cover the cost of spays and neuters for domestic animals. By allowing SJAL to use the clinic at the Aztec Animal Shelter they will be able to continue their efforts to spay and neuter animals at a reduced rate. This will benefit our entire community.

FISCAL INPUT (Finance Department)

None. San Juan Animal League will pay the Veterinarian that does surgeries for them And they will pay the Aztec Animal Shelter for all medical supplies used on their animals.

SUPPORT DOCUMENTS: Memorandum of understanding between the City of Aztec and the San Juan Animal League

DEPARTMENT'S RECOMMENDED MOTION: MOVE to APPROVE the Memorandum of Understanding (MOU) between the City of Aztec and the San Juan Animal League.

MEMORANDUM OF UNDERSTANDING
(City of Aztec and The San Juan Animal League)

This Agreement, entered into this 15th day of December, 2015, between City of Aztec, and The San Juan Animal League (SJAL)

WHEREAS, the City of Aztec will allow The San Juan Animal League to have animals sterilized at Aztec Animal Care and Control.

IT IS NOW THEREFORE AGREED BETWEEN THE PARTIES, AS FOLLOWS;

- A. The San Juan Animal League will be allowed to schedule their own appointments at Aztec Animal Care & Control. San Juan Animal League will be provided a schedule of days that can make appointments to have animals spayed or neutered at Aztec Animal Care & Control utilizing our staff and our staff Veterinarian. San Juan Animal League will obtain pet owner information and e-mail the list of pets with owner information to the Shelter staff the week prior to surgery. San Juan Animal League will be responsible for collecting all fees for the surgery and disbursing the payments.
- B. Aztec Animal Care & Control staff will provide after care instructions for all pets, E-collars and pain meds will also be provided.
- C. The San Juan Animal League agrees to the following fee schedule:

Animal	Size	Animal Care & Control	Veterinarian	Total
Cat - Male	All	\$25.00	\$25.00	\$50.00
Cat – Female	All	\$30.00	\$30.00	\$60.00
Dogs	0 - 30 lbs.	\$40.00	\$35.00	\$75.00
Dogs	31 - 60 lbs.	\$45.00	\$40.00	\$85.00
Dogs	61 – 90 lbs.	\$50.00	\$45.00	\$95.00
Dogs	91 + lbs.	\$55.00	\$50.00	\$105.00

- D. San Juan Animal League also has the option to use the Surgical Suite located at our facility on days that Animal Care & Control staff does not have surgeries scheduled, they would be allowed to bring in their own Veterinarian and staff to perform spays and neuters. San Juan Animal League will provide the drug protocol used by their Veterinarian or they can have their Veterinarian come and discuss with our staff Veterinarian the drug protocol.

- E. San Juan Animal League agrees to the following fee schedule for this program, these are the fees that will be paid to Aztec Animal Care & Control:

Cats	\$15.00
Dogs up to 30 lbs.	\$20.00
Dogs 31 to 60lbs.	\$25.00
Dogs 61 to 80lbs.	\$30.00

- F. The fees paid to the Veterinarian and any additional staff they would have here will be the sole responsibility of the San Juan Animal League.
- G. Aztec Animal Care & Control will provide after care instructions for all pets, E-collars and pain meds will also be provided.
- H. This agreement is effective upon execution and shall expire on December 15, 2019.
- I. This agreement may be terminated upon breach of any of the provisions of this agreement upon thirty (30) days written notice, provided said breach has not been corrected within ten (10) days of receiving notice of said breach.
- J. This agreement shall not be altered, changed or amended except by written document signed by both parties.
- K. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

San Juan Animal league

City of Aztec

Signature

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE:	December 15, 2015
AGENDA ITEM:	IX. CONSENT AGENDA (F)
AGENDA TITLE:	Memorandum of Understanding (MOU) between the City of Aztec and Humane Society of the Four Corners (HS4C)

ACTION REQUESTED BY:	Tina Roper
ACTION REQUESTED:	Approve the Memorandum of Understanding (MOU) between The City of Aztec and Humane Society of the Four Corners
SUMMARY BY:	Tina Roper

PROJECT DESCRIPTION / FACTS (Leading Department)

The Humane Society of the Four Corners has funds to cover the cost of spays and neuters for domestic animals. By allowing HS4C to use the clinic at the Aztec Animal Shelter they will be able to continue their efforts to spay and neuter animals at a reduced rate. This will benefit our entire community.

FISCAL INPUT (Finance Department)

None. Humane Society of the Four Corners will pay the Veterinarian that does surgeries for them and they will pay the Aztec Animal Shelter for all medical supplies used on their animals.

SUPPORT DOCUMENTS:	Memorandum of understanding between the City of Aztec And the Humane Society of the Four Corners
---------------------------	--

DEPARTMENT'S RECOMMENDED MOTION:	MOVE to APPROVE the Memorandum of Understanding (MOU) between the City of Aztec and the Humane Society of the Four Corners.
---	---

MEMORANDUM OF UNDERSTANDING
(City of Aztec and The Humane Society of the Four Corners)

This Agreement, entered into this 15th day of December, 2015, between City of Aztec, and The Humane Society of the Four Corners (HS4C)

WHEREAS, the City of Aztec will allow The Humane Society of the Four Corners to have animals sterilized at Aztec Animal Care and Control.

IT IS NOW THEREFORE AGREED BETWEEN THE PARTIES, AS FOLLOWS;

- A. The Humane Society of the Four Corners will provide vouchers to Aztec Animal Care & Control. Aztec Animal Care & Control will obtain pet owner information, fill out vouchers, schedule appointments and provide after care instructions for all pets.
- B. Aztec Animal Care and Control will provide a detailed record of all spays, neuters, breeds, and weight of all animals to the Humane Society of the Four Corners.
- C. The Humane Society of the Four Corners agrees to the following fee schedule:

Animal	Size	Animal Care & Control	Veterinarian	Total
Cat - Male	All	\$25.00	\$25.00	\$50.00
Cat – Female	All	\$30.00	\$30.00	\$60.00
Dogs	0 - 30 lbs.	\$40.00	\$35.00	\$75.00
Dogs	31 - 60 lbs.	\$45.00	\$40.00	\$85.00
Dogs	61 – 90 lbs.	\$50.00	\$45.00	\$95.00
Dogs	91 + lbs.	\$55.00	\$50.00	\$105.00

- D. Humane Society of the Four Corners also has the option to use the Surgical Suite located at our facility on days that Animal Care & Control staff does not have surgeries scheduled, they would be allowed to bring in their own Veterinarian and staff to perform spays and neuters. Humane Society of the Four Corners will provide the drug protocol used by their Veterinarian or they can have their Veterinarian come and discuss with our staff Veterinarian the drug protocol.
- E. Humane Society of the Four Corners agrees to the following fee schedule for this program, these are the fees that will be paid to Aztec Animal Care & Control:

Cats	\$15.00
Dogs up to 30 lbs.	\$20.00
Dogs 31 to 60lbs.	\$25.00
Dogs 61 to 80lbs.	\$30.00

- F. The fees paid to the Veterinarian and any additional staff they would have here will be the sole responsibility of the Humane Society of the Four Corners.
- G. Aztec Animal Care & Control will provide after care instructions for all pets, E-collars and pain meds will also be provided.
- H. This agreement is effective upon execution and shall expire on December 15, 2019.
- I. This agreement may be terminated upon breach of any of the provisions of this agreement upon thirty (30) days written notice, provided said breach has not been corrected within ten (10) days of receiving notice of said breach.
- J. This agreement shall not be altered, changed or amended except by written document signed by both parties.
- K. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Humane Society of the Four Corners

City of Aztec

Signature

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Staff Summary Report

MEETING DATE: December 15, 2015
AGENDA ITEM: XII. Business Item (A)
AGENDA TITLE: Final Adoption of Ordinance 2015-449 Amending Section 16-15 Golf Course Fees

ACTION REQUESTED BY: Steve Mueller
ACTION REQUESTED: Approve Final Adoption of Ordinance 2015-449 Amending Section 16-15 Golf Course Fees
SUMMARY BY: Steve Mueller

PROJECT DESCRIPTION / FACTS

- Due to the nature of the Golf Course business, staff has determined that adjustment of fees via ordinance can be problematic.
- As an example, to implement a promotional event fee or a change to fee structures, it takes approximately 4 to 6 weeks before a new fee can be established with the current ordinance approval process (Option 2).
- Staff is recommending that golf course fees be added or amended via Resolution, expediting Commission approval and allowing the Golf Course to be more competitive with other local golf courses and have the ability to institute special and promotional event fees in a more timely manner.

SUPPORT DOCUMENTS: Ordinance 2015-449

DEPARTMENT'S RECOMMENDED MOTION:
Move to Approve Final Adoption of Ordinance 2015-449 Amending Section 16-15 Golf Course Fees

**City of Aztec
Ordinance 2015-449
Amending Section 16-15 Golf Course Fees**

Sec. 16-15. Golf Course Fees.

1. In General.

- 1) Memberships are for 1 year from the date of purchase.
- 2) Must be 16 or older to drive a cart.
- 3) No private carts allowed on golf course.
- 4) Fees are subject to New Mexico Gross Receipts Tax.

2. Annual Memberships.

<i>Membership</i>	<i>Green Fees</i>	<i>Cart Fees</i>
Regular Adult (19 to 54 years old)	\$500	\$500
Senior (55 or older)	\$400	\$500
Junior (18 or younger)	\$100	\$500
Government or School Employee	\$250	\$250
+1 Family Member (with purchase of Regular Adult, Senior, or Govt./School Employee)	\$250	\$250

Established through Resolution and approval by City Commission.

3. Daily Rates.

<i>Round</i>	<i>Green Fees</i>	<i>Cart Fees</i>
9 Holes	\$10	\$5
18 Holes	\$20	\$5

Established through Resolution and approval by City Commission.

4. Associated Fees.

	<i>Fees</i>
Cart Rider Fee	\$5 per round
Rental Clubs	\$12.75 (includes tax)
Pull Carts	\$2.25 (includes tax)
Range Balls	\$5.25 (includes tax) \$8.50 (includes tax)

Established through Resolution and approval by City Commission.

5. Tournament Fees.

- 1) ~~\$30 per player.~~
- 2) ~~Require \$500 deposit by organization/entity conducting the tournament.~~
- 3) ~~The City will invoice tournament sponsor after event for remaining balance.~~

Established through Resolution and approval by City Commission.

6. League Play.

- 1) ~~All league play will include a round of 9 holes of golf.~~
- 2) ~~Members pay \$5 per round.~~
- 3) ~~Non-members pay \$15 per round.~~

Established through Resolution and approval by City Commission.

7. Special Events.

<i>Fees</i>	
Patio	To Be Negotiated
Patio and Grill Equipment	To Be Negotiated
Cart Rental Off Premise for Special Events	\$50.00 per 24 hour period

(Ord. 2015-444, eff. 2015-Sept -03; Ord. 2015-442, eff. 2015-Apr-01)

8. Promotional Fees.

Established through Resolution and approval by City Commission.

PASSED, APPROVED, SIGNED AND ADOPTED this ____ day of _____ 2015.

By the Aztec City Commission, City of Aztec, New Mexico.

Mayor Sally Burbridge

ATTEST:

Karla Saylor, City Clerk

APPROVE AS TO FORM:

Larry Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

Staff Summary Report

MEETING DATE:	December 15, 2015
AGENDA ITEM:	XII. Business Item (B)
AGENDA TITLE:	Resolution 2015-979 Establishing of Golf Course Fees
ACTION REQUESTED BY:	Steve Mueller
ACTION REQUESTED:	Approve Resolution 2015-979 Establishing of Golf Course Fees
SUMMARY BY:	Steve Mueller

PROJECT DESCRIPTION / FACTS

- Conditional to the Approval of Ordinance 2015-449, Resolution 2015-979 is provided which establishes the golf course fees.
- Aztec Municipal Golf Course currently charges \$5 per person for the use of a golf cart for nine (9) or eighteen (18) holes. This fee proposal would increase the amount from \$5 to \$10 for 18 holes, which would be \$5 a cart per person for each nine holes. This fee proposal would also increase the amount a rider pays for eighteen holes from \$5 to \$10 as well. With the proposed increase the fees would be as follows for green fees and a cart:
 - 9 holes with a cart per person = \$15.00 (remains the same)
 - 18 holes with a cart per person = \$30.00 (increase from current rate of \$25)
- When the fees were first established for the course, the value of the annual cart membership was valued at \$500. The cost of the daily cart fee was undervalued for 18 holes based on the cost of the annual membership.
 - \$500 annual golf membership - break-even point is 25 rounds at \$20 for eighteen holes
 - \$500 annual cart membership - break-even point is currently 100 rounds at \$5 for eighteen holes
 - \$500 annual cart membership - break-even point **with fee increase** would be 50 rounds at \$10 for eighteen holes.

We currently have 27 full annual memberships at the course with include full golf and cart privileges.

We currently have 101 golf only annual memberships. This group pays for a cart each time they play golf at the rate of \$5 per round (9 or 18 holes) per person.

The current rates for cart rentals fees for area courses are as follows:

Pinon Hills: \$14 per person for use of a cart for 18 holes
\$10 per person for use of a cart for 9 holes

Riverview: \$15 per person for use of a cart for 18 holes
\$ 9.50 per person for use of a cart for 9 holes

- Three month Winter Pass - \$250.00: The three month winter pass will be primarily promoted to golfers that live in the Durango, Cortez and Pagosa Springs area that are avid golfers that want to play through the winter when their home courses close.
- Changes are shown in **RED** on Resolution 2015-979

SUPPORT DOCUMENTS: Resolution 2015-979

DEPARTMENT'S RECOMMENDED MOTION:
Move to Approve Resolution 2015-979 Establishing of Golf Course Fees

**City of Aztec
Resolution 2015-979
Golf Course Fees**

Annual Memberships

<i>Membership</i>	<i>Green Fees</i>	<i>Cart Fees</i>
Regular Adult (19 to 54 years old)	\$500	\$500
Senior (55 or older)	\$400	\$500
Junior (18 or younger)	\$100	\$500
Government or School Employee	\$250	\$250
+1 Family Member (with purchase of Regular Adult, Senior, or Govt./School Employee)	\$250	\$250

Daily Rates

<i>Round</i>	<i>Green Fees</i>	<i>Cart Fees</i>
9 Holes	\$10	\$5
18 Holes	\$20	\$10

Associated Fees

	<i>Fees</i>
Cart Rider Fee	\$5 per round
Rental Clubs	\$12.75 (includes tax)
Pull Carts	\$2.25 (includes tax)
Range Balls	\$5.25 (includes tax) \$8.50 (includes tax)

Tournament Fees

- 1) \$30 per player.
- 2) Require \$500 deposit by organization/entity conducting the tournament.
- 3) The City will invoice tournament sponsor after event for remaining balance.

League Play

- 1) All league play will include a round of 9 holes of golf.
- 2) Members pay \$5 per round.
- 3) Non-members pay \$15 per round.

Special Events

	<i>Fees</i>
Patio	To Be Negotiated
Patio and Grill Equipment	To Be Negotiated
Cart Rental Off Premise for Special Events	\$50.00 per 24 hour period

Promotional Events

	<i>Fees</i>
Three Month Winter Pass	\$250

PASSED, APPROVED, SIGNED AND ADOPTED this 15 day of December, 2015.

By the Aztec City Commission, City of Aztec, New Mexico.

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE:	December 15, 2015
AGENDA ITEM:	XVI. CLOSED SESSION (A)
AGENDA TITLE:	Closed Session Pursuant to Section 10-15-1H(8) Purchase of Real Property

ACTION REQUESTED BY:	William M. Homka, Director
ACTION REQUESTED:	Review/Approve Purchase or Lease Options
SUMMARY BY:	William M. Homka, Director
PRESENTED BY:	Josh Ray, City Manager

PROJECT DESCRIPTION / FACTS (Leading Department)

NEW INFORMATION

This opportunity to purchase real property was originally presented to City Commission for discussion and decision on September 8, 2015. The meeting was the culmination of prior working sessions and requests for amended budget information based on measurable goals. The requested materials were presented to the City Commission and an offer to purchase the building was made to the Aztec Presbyterian Church, the building's owner. The purchase offer was a two (2) year lease with no cash payment until the two year period expired. During that time the City of Aztec would complete permanent physical improvements to the interior and exterior of the building. The value of the improvements range between \$45,000 and \$50,000 and would be in lieu of 24 monthly rent payments. Another \$19,000 would be spent on a state of the art conference room. However this equipment would be removed if the purchase was not executed.

In response to the City's offer, the building owner made a counter offer seeking two annual lease payments totaling \$24,000. The payments would be in addition to the physical improvements made by the city. The first payment of \$12,000 would be expected at the beginning of the lease and the second due at the beginning of the 13th month. The city met in closed session to review the offer but decided to reject the owner's counter offer. The Commission members were unanimous in their opinion that the additional rent would prevent the project from being self sustaining and also result in a rent structure that exceeds the value of commercial rent per square foot.

The week of November 30 the realtor representing the building owner called Community Development Director William Homka and stated that the building owner would like to accept the city's initial offer if it was still valid. However the city was reviewing another potential option, leasing space in a building owned by a local business. The space would be at least 1,000 square feet smaller in size. The interior improvements would be from ground up, including the addition of restroom facilities. It is located on the west side of Main Avenue much farther away from the high school. Considering the timeline for physical improvements, the value of keeping The HUB in close proximity to Aztec High School, the loss of 1,000 square feet as well as no

outdoor program space, and a different ownership arrangement, the city administration has decided the building at 119 E. Chuska is the better path to take for this project.

The previous offer made by the City was conditioned upon establishing a current market value by using a commercial real estate appraiser. The City cannot purchase real property for more than its appraised value. The appraisal would be of the buildings existing condition, prior to any improvements made by the City. This appraisal was not ordered due to the last offer/counter offer resulting without an agreement. It takes approximately 3-4 weeks to have a commercial real estate appraisal complete once it is ordered. Therefore staff recommends the City Commission proffer the original purchase offer to the building owner again and bases the sale price on the current appraised value. If after 24 months the HUB program is successful and the city decides to exercise its purchase option, the price will be the 2015/2016 value to be established by a commercial appraiser within 4-5 weeks or less from the date the offer is accepted by the owner.

BACKGROUND INFORMATION

The City of Aztec has been studying a property for use as a Business Incubator, otherwise named 'The HUB'. The property is over 3,000 square feet and has been sitting vacant and for sale for over one year. Staff and a committee of public and private sector professionals have been analyzing properties in Aztec's downtown for over one year.

A project budget, description, as well as budget explanation was prepared for the City Commission. It is attached for reference. A workshop was also held in July, 2015 to discuss the HUB concept project with the City Commission and help decide if the city administration should continue to proceed with evaluating potential spaces for the HUB. The project involves the City securing the building and making renovations to the interior for use as a modern, state of the art communication HUB. It will be available for daily use by locals and visitors who need a place to conduct work while in Aztec; and will also lease office space to individuals/corporations who desire a satellite space. For example, one business, waiting to be a tenant, works in Farmington and Durango but also conducts a significant amount of work in Aztec. He desires a place to meet in Aztec with his clients.

Along with this project is the prospect of installing fiber optic cable in downtown. The proposed installation will be by a private provider at no cost to the city yet will offer service to commercial enterprises downtown. The HUB's fiber optic cable connection will benefit all HUB users, tenants, and members. The fiber optic connection is also instrumental for establishing a state of the art visual teleconference space designed to fit a current room in The HUB. The teleconference center will be available for rent to local businesses in addition to HUB members. A business is currently waiting to sign as a member to use this service.

The property at 119 E. Chuska also has a significant sized parcel that is enclosed with a plastered wall. Future opportunity exists to promote this space as an outdoor Mercado for use by small, outdoor businesses. The city is persistently evaluating ways to draw people to downtown Aztec. It developed an outdoor courtyard space that sits adjacent to Rubia's Restaurant and fronts on Main Avenue. The courtyard sits at an angle across an alleyway from 119 E. Chuska's outdoor space. While some efforts to draw activity to the courtyard have had mixed success, the advantage of having more space in close proximity to the courtyard will enhance the success of both spaces by having more room to program larger venues.

The large outdoor space at 119 E. Chuska is currently in need of maintenance of weeds, debris, and landscaping. Exterior improvements will include some landscaping and a pebble walkway to provide for circulation. The area will be designed with the goal as a future home to some Mercado space

The Chamber of Commerce is currently sharing space at the Aztec Visitor's Center. It plans to relocate its office to The HUB and partner with the city on this project. The organization has pledged some funds to assist with the building improvements and plans to lease its space in The HUB. The Chamber's visibility will increase among existing and new businesses. The organization can also benefit from and / or assist with promoting various trainings at The HUB. The Chamber will also have access to business resources and can help mentor new small businesses and proprietors. Thus the arrangement is of mutual interest for the Chamber and The HUB. In exchange for helping small businesses grow and increasing its visibility in the business community, The Chamber will be cultivating future members and a more visible location for itself.

A retail space is proposed to front on Church Street and can provide an entrepreneur a small space with reasonable rent to establish a business. With some minimal physical alterations this space can have its own opening onto Church Street and have some tables and chairs on the sidewalk to increase its service space. This will help with making The HUB look busy, neighborhood friendly and inviting to the public. Several ideas have been mentioned but nothing definitive has been proposed yet.

The HUB's first floor will also have the large teleconferencing center space; a small conference room; a copy room equipped with a color copier and fax machine; and an office accessed from a multi-function space. It is thought this office will suit the Chamber of Commerce's needs and provide a waiting/welcome area that is also a more relaxed wi-fi room complete with a coffee and snack bar. There are also handicap accessible restrooms on the first floor. A city employee will also have a small counter area near the entrance to maintain watch of the facility, assist with technical needs in the teleconference room, schedule use of the conference rooms, and observe existing members come and go while selling memberships to new guests.

The second floor has three - single room offices, a large balcony, and an open style meeting space. A small unisex restroom is also upstairs and is accessed from the open meeting area. The second floor also has its own, separate exterior access point. The doorway is situated on the south side of the building and faces E. Chuska. This entry makes it easy for business / office owners can access their businesses even when The HUB is closed.

FINDING OF FACT

1. The building owner has agreed to the original offer made by the City Commission on September 8, 2015 and removed its request seeking additional compensation/rent;
2. 119 E. Chuska is the better alternative when compared to another possible space that arose between September and now, because:
 - a. The Chuska building is at least 1,000 square feet larger in size.
 - b. The other building requires interior improvements from ground up, including the addition of restroom facilities.
 - c. The other building is located on the west side of Main Avenue, much farther away from the high school. There is great potential for future partnerships with the High School, including business classes and use of The Hub

3. The Chuska building has outdoor program space and the other option does not;
4. The timeline to program and implement physical improvements is much shorter for the Chuska building;
5. The City would own the Chuska building, whereas the other site only offers a lease / rental arrangement for the City.
6. The proposed budget, based on income and expenses, have been reviewed and appear promising for The HUB program.
7. There is already interest in services offered by The HUB, including renting the large video teleconferencing center; three of four offices are spoken for rent;
8. The partnership with The Chamber of Commerce will strengthen support for Aztec's small business community and build stability / visibility for the Chamber.

SUPPORT DOCUMENTS:

1. Budget Documents
2. Floor Plans
3. Exterior Site Plan
4. Offer to Lease Purchase 9/24/2015

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the agreement for the two year lease-purchase of real property on the condition the purchase price be set by a 2015 as-is appraisal (pre improvements) prepared by a commercial appraiser. The improvements made to the interior and exterior of the subject property at 119 E. Chuska will serve as 24 months' rent, with the exception of the teleconferencing room equipment.

The HUB in Aztec

Annual Operating Budget

REVENUES

Rents	Quantity	Amount	Annual
Retail Space	1	\$300.00 Mo.	\$3,600.00
Office	3	\$900.00 Mo.	\$10,800.00
Incubator Space	1	\$800.00 Mo.	\$9,600.00
Memberships			
Annual Membership			
Student Rate	5	\$250.00 Yr.	\$250.00
Regular Rate	15	\$4,125.00 Yr.	\$4,125.00
Monthly Membership			
Student Rate	10	\$100.00 Mo.	\$1,200.00
Regular Rate	10	\$250.00 Mo.	\$3,000.00
Daily Membership			
Student Rate	2	\$2.00 Dy.	\$672.00
Regular Rate	1	\$2.00 Dy.	\$672.00
Rentals			
Small Conference Rm.	2	\$40.00 Wk	\$2,000.00
Large Teleconference Rm.	1	\$200.00 Wk	\$10,000.00
Outdoor Market Spaces			
Member	0	\$0.00	\$0.00
Non-Member	5	\$150.00 wk	\$1,200.00
Trainings			
Members	20	\$0.00 Mo.	\$0.00
Non-Members	10	\$50.00 Mo.	\$600.00
Services			
Copies	50	\$5.00 wk	\$250.00
Fax	3	\$0.30 wk	\$15.00
Other Income			
Chamber of Commerce	\$5,000.00	yr	\$5,000.00
City of Aztec	\$5,000.00	yr	\$5,000.00
Grants	\$0.00	yr	\$0.00
TOTAL			\$57,984.00

EXPENSES

Item	Cost	Annual
Marketing	\$10,000.00	Yr. \$10,000.00
Utilities	\$10,000.00	Yr. \$10,000.00
High Speed Internet	\$1,000.00	Yr. \$1,000.00
Employee	\$30,000.00	Yr. \$30,000.00
Maintenance	\$2,000.00	Yr. \$2,000.00
Equipment	\$0.00	\$0.00
Phone	\$600.00	Yr. \$600.00
TOTAL		\$53,600.00

The HUB in Aztec

Start Up Budget

REVENUES		EXPENSES	
Cash Contributions		General Improvements	
Chamber of Commerce	\$5,000.00	Interior	\$6,000.00
City of Aztec	\$5,000.00	Exterior	\$4,000
<u>Sub Total</u>	\$10,000.00	<u>Sub Total</u>	\$10,000.00
Grants		Technology	
PNM Grant	\$18,000.00		\$19,000.00
LEADS Grant	\$3,000.00		
<u>Sub Total</u>	\$21,000.00		
TOTAL	\$31,000.00	TOTAL	\$29,000.00

The HUB in Aztec

Marketing Budget

Expensed Sources

Print	\$2,500.00
Radio	\$7,000.00
Signage	\$500.00

Sub Total \$10,000.00

Free Sources

Internet & Social Media	\$0.00
PSA's (Pub. Service Annmts..)	\$0.00

Sub Total

TOTAL \$10,000.00

SECOND FLOOR PLAN

SECOND FLOOR PLAN



PARTIAL VIEW OF MERCADO AREA





REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – COMMERCIAL - 2015

OFFER DATE: September 24, 2015

1. TERMS SUMMARY.

This Agreement includes:

- Property Disclosure Statement
- Addendum
- Financing Addendum
- Other (Describe): Lease Purchase Addendum, Commercial Rental Agreement

Offer Expiration Date: September 29, 2015

Buyer: City of Aztec, a

Seller: _____, a

Property: _____

Address: 119 E CHUSKA Street AZTEC NM 87410

Legal Description: Lots 9,10,11,12 Blk 31 Original Townsite

Purchase Price: \$ Appraised Value (as of Nov 1, 2015) or \$189,000 (lower of the two) LMA

Earnest Money: \$ 0.00

Inspection Period: _____

Survey Type: ALTA Boundary Other (Describe): _____

Environmental Site Assessment: Phase I Phase II Other (Describe): _____

Closing Date: 11/01/2017

Conveyance Documents:

Deed: General Warranty Deed Special Warranty Deed Quitclaim Deed Other: _____

Assignment of Leases

Other (Describe): _____

Title Company: Guardian Title

Title Officer Name: _____

Phone: _____ Facsimile: _____

Email: _____

2. FINANCE CONTINGENCY

If checked, this Agreement is contingent upon Buyer obtaining financing on or before _____ and Financing Addendum (RANM Form 3106) is attached if appropriate.

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM Members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

N. **SINGULAR** includes the plural.

O. **STANDARD EXCEPTIONS** means those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These printed exceptions are matters outside the Title Company's search of the public records, and therefore special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.

5. **EARNEST MONEY.** Within 5 days of the Date of Agreement, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured Trust account selected by the Title Company. Subject to the provisions of this Agreement, the Earnest Money and all accrued interest is to be applied toward the purchase of the Property at the Closing. Upon Title Company's request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. If Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall be automatically terminated.

6. **DISCLOSURE AND DELIVERY OF INFORMATION.** Within 5 days of the Date of Agreement, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's control or possession, of the following: previously prepared environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices, a schedule of all lawsuits (except suits initiated by Seller against tenants no longer occupying space at the Property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved), and such other information, notices, correspondence, agreements and other materials, if any, in Seller's possession related to the Property.

7. **LEAD-BASED PAINT (LBP).** Is any part of this Property a RESIDENCE built before 1978? Yes No
If the answer is "Yes", SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING LBP HAVE BEEN MADE TO THE BUYER. (See LBP Disclosure – RANM Form 5112). NOTE: Both Residential AND certain commercial buildings built prior to 1978 are subject to the Lead Based Paint Renovation Repair and Painting Program.

8. **INSPECTION PERIOD.** Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer's expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Buyer agrees to not unreasonably disturb Seller's tenants at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:

A. **PHYSICAL INSPECTION.** Buyer, at Buyer's election and expense, may obtain a physical inspection, lead-based paint hazard inspection and/or lead-based paint risk assessment concerning the Property.

B. **TITLE.** Within 5 days of the Date of Agreement, Seller shall obtain a title commitment ("Title Commitment") from Title Company. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search and copies of all plats related to the Property. Buyer shall be entitled to review title to the Property during the Inspection Period.

REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015

- C. **SURVEY.** The survey of the Property of the type specified above shall be obtained by the party designated. The survey shall be obtained as soon as practicable and, in any event, within n/a days of the Date of Agreement. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items on Table A as selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer's Lender, if any. The "Flood Zone" status of the Property shall be reflected on the survey.
- D. **LEASES.** During The Inspection Periods, Buyer may review all leases, subleases, lease guaranties, licenses, concession agreements and other rental or occupancy arrangements (collectively "Existing Leases") affecting the Property. Prior to the Closing, Seller shall obtain an estoppel certificate ("Estoppel Certificate") covering such matters and on a form mutually acceptable to Buyer and Seller from each tenant at the Property. Seller shall use its best efforts to obtain all Estoppel Certificates as soon as possible and in any event on or before the Closing Date. If any Estoppel Certificate cannot be obtained in a timely manner, Seller shall promptly give notice to Buyer of Seller's failure to obtain such Estoppel Certificate; and, in such event, Buyer, within n/a days after notice is given, may terminate this Agreement and have the Earnest Money, including accrued interest, delivered to Buyer.
- E. **ENVIRONMENTAL SITE ASSESSMENT.** The Environmental Site Assessment of the Property shall be obtained by the party set forth in Paragraph 17 at such party's expense, within n/a days of the Date of Agreement. The site assessment of the Property shall be of the type specified above and shall be performed in a manner consistent with the standards created by American Society for Testing and Materials Standards.
- F. **SOIL AND DRAINAGE INSPECTION.** Buyer, at Buyer's election and expenses, may obtain soil and drainage inspections and tests concerning the Property.
9. **BUYER'S ENTRY.** Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer indemnifies and agrees to defend Seller and the Property from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys' fees and costs), and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.
10. **BUYER'S OBJECTION.** Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property. In such event, Buyer, at Buyer's election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Seller shall have the obligation, at Seller's expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within 15 days of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within 15 days elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, including accrued interest, shall be delivered to Buyer. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.
11. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Except as is expressly disclosed in the Property Disclosure Statement, Seller, to the best of Seller's current, actual knowledge, makes the following representations and warranties to Buyer as of the Date of Agreement and as of the Closing.
- A. Seller is the sole owner of the Property and has the full right, power and authority to sell the Property to Buyer as provided in this Agreement.
- B. Seller is not aware of any adverse soil, topography, hydrology, or drainage condition at the Property.

REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015

- C. Seller is not aware of any hazardous materials, hazardous conditions, toxic substances, asbestos, or contaminated substances, including but not limited to asbestos, lead-based paint and/or PCB transformers at the Property.
- D. Seller has not received any notice from any governmental or quasi-governmental entity.
- E. The Property has never been used as a dump, landfill or other similar use and the Property has never had an above ground or an underground storage tank located on it.
- F. All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.
- G. Seller is not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property.
- H. Water service, electric service, natural gas, telephone service, and public sewer service are presently serving the Property.
- I. The Property is not subject to any historical Property designation and/or development limitation.
- J. Seller will not violate or modify any existing lease or Other Agreement, or create any new lease or Other Agreement affecting the Property, without Buyer's prior written approval.
- K. No person other than tenant(s) pursuant to the Existing Leases shall have any right to possession of the Property.
- L. No work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- M. No lawsuit or other claim is pending or threatened against Seller and/or the Property.
- N. No tenant or occupant of the Property is subject to any bankruptcy, receivership, probate or insolvency proceeding.
- O. Seller is not subject to any bankruptcy, receivership, probate or insolvency proceeding.
- P. Seller has not collected and will not collect any rent or other monies related to the Property for any period after the Closing Date.

Seller's representations and warranties shall survive the Closing.

12. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS. At the Closing, the following shall occur:

- A. **TAXES, ASSESSMENTS, UNPAID EXISTING IMPACT FEES.** Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company. Seller shall pay all special assessments, standby charges, prorate charges and other similar charges and/or assessments existing as of the Closing.
- B. **INSURANCE.** All insurance obtained by Seller will terminate on the Closing Date. Buyer is advised to obtain appropriate insurance related to the Property effective as of the Closing Date.
- C. **RENT, SECURITY DEPOSITS AND RELATED EXPENSES.** All rent and other similar monies, including but not limited to common area maintenance fees, utilities, operating expenses and other "pass-through's", shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. All security deposits pursuant to Existing Leases shall be delivered to Buyer and paid for by Buyer at the Closing.
- D. **LOAN IMPOUNDS.** At the Closing, Seller shall assign to Buyer, and Buyer shall pay for all impounds or trust funds (including but not limited to insurance escrows, tax escrows, and replacement reserves), held by the lender regarding any loan being assumed by Buyer.
- E. **OTHER CHARGES RELATED TO THE PROPERTY.** All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, unless specifically approved and assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall pay for all fees incurred in conjunction with the assignment of any service contract, management agreement and/or other contract. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any,

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

shall be assigned to Buyer and be paid for by Buyer at the Closing. Title Company is hereby authorized to retain such monies out of the closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.

- 13. MATERIAL CHANGE.** No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a change in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer's election, may terminate this Agreement within 15 days of receiving notice from Seller of such Material Change. If Buyer terminates this Agreement, the Earnest Money and all interest accrued thereon shall be returned to Buyer.
- 14. RISK OF LOSS.** In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within 15 days of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.
- 15. CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.
- 16. CLOSING.** The closing ("Closing") shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged for the Closing.
- A.** Unless stated otherwise in this Contract, Seller shall deliver the following:
- i. The Deed, of the type specified above, subject only to the title items not objected to by Buyer during the Inspection Period.
 - ii. An assignment of the Existing Leases.
 - iii. An affidavit executed by Seller providing that Seller is not a "foreign person" as established by Internal Revenue Code Section 1445 or successor statutes.
 - iv. Other applicable closing documents required or specified by this Agreement.
 - v. Closing statement prepared by Title Company for Seller.
- B.** Unless stated otherwise in this contract for the Closing Buyer shall deliver the following:
- i. The balance of the Purchase Price.
 - ii. Other applicable closing documents required or specified by this Agreement.
 - iii. Documents, if any, related to Buyer's financing for the Property.
 - iv. Closing Statement prepared by Title Company for Buyer.

As soon after the Closing as is reasonably practicable, Title company shall issue to Buyer a standard New Mexico Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period.

All documents shall be in a form mutually acceptable to Buyer and Seller. Pro-rations shall be handled at the Closing as set forth in this Agreement.

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

17. COSTS TO BE PAID. Buyer or Seller will pay the following marked items:

LOAN RELATED COSTS AND FEES	Buyer	Seller	Not Required	TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Appraisal Fee	XX			Closing Fee	1/2	1/2	
Appraisal Re-inspection Fee				Pro-Rata Data Search			
Credit Report				Legal Document Preparation			
Loan Assumption /Transfer				Special Assessment Search			
Origination Charge: up to <input type="checkbox"/> \$ <input type="checkbox"/> %				Buyer Recording Fees	X		
Points – Buydown				Seller Recording Fees		X	
Points - Discount				Other:			
Tax Service Fee				Other:			
Flood Zone Certification							
Other:							
				POLICY PREMIUMS			
Other:				Title Commitment		X	
				Standard Owner's Policy		X	
PREPAIDS REQUIRED BY LENDER				Mortgagee's Policy	X		
Flood Insurance				Mortgagee's Policy Endorsements	X		
Hazard Insurance				Other:			
Interest				Other:			
PMI or MIP							
Taxes							
Other:				MISCELLANEOUS			
				Survey (Paragraph 8C)			
Other:				Impact Fees			
				POA Fees (e.g. Processing)			
Other:				Environmental Site Assessment (Paragraph 8E)			
				Other:			
Other:				ESCROW / COLLECTION FEES			
				Set up			
				Periodic			
				Close out			
				Other:			
				Other:			

Seller will pay for preparations of Conveyance Documents. All other document preparation fees shall be paid for by Buyer. Any other finance costs not addressed here will be paid for by Buyer.

18. POSSESSION. Possession of the Property (subject to the rights of tenants under the Existing Leases) and keys to the Property shall be delivered by Seller to Buyer at the Closing.

19. DEFAULT AND REMEDIES. Before exercising any remedy, the non-defaulting party shall give the defaulting party **five (5) days** written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If the non-defaulting party elects to treat this Agreement as terminated, the Earnest Money and all accrued interest thereon, shall be delivered to the non-defaulting party and the non-defaulting party may pursue any additional remedies available at law, in equity or otherwise. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to specific performance. Buyer and Seller acknowledge and agree that Broker(s) will not in any circumstance be responsible for any breach by either party under this Agreement.

REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015

20. **ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.
21. **DISCLAIMERS.** Buyer acknowledges that it is acquiring the Property based on Buyer's own review and inspection. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS". Except as expressly provided in this Agreement, Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access size, marketability, value, future value, utilities, occupancy, or otherwise. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Buyer acknowledges that it is not relying upon any representation or warranty by any Broker.
22. **REAL ESTATE BROKERS.** The parties acknowledge that the Broker(s) are the procuring cause of this Agreement. The parties acknowledge that the specific relationship(s) of Buyer and Seller with such Broker(s) has been established pursuant to separate written agreement. This Agreement shall serve as an irrevocable instruction to Title Company to pay such real estate brokerage fee, including applicable Gross Receipts Tax thereon, to Broker(s) from the Closing. Other than Seller's obligations to the Broker(s) as set forth above, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than the Broker(s) has any claim for a fee or commission in conjunction with the sale covered by this Agreement. Each party indemnifies and agrees to defend the other party from any and all costs and liabilities arising from any breach of any representation contained in this paragraph.
23. **BROKER'S COMPENSATION.** Listing Broker to be paid at closing a compensation of 3.0 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller.
Selling Broker to be paid at closing a sales compensation of 3.0 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller. Other instructions:
24. **FURTHER ACTION.** Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.
25. **BACK UP OFFERS.** Buyer agrees that until such time as Buyer has approved the condition of the Property or waived any contingency of Buyer set forth in this Agreement, Seller may solicit and/or accept back-up offers to purchase the Property.
26. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be either personally delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, or by any method where there is evidence of receipt addressed to the parties and the Brokers at their respective addresses set forth in this Agreement. If any notice is personally delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given three (3) business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this Paragraph. **FACSIMILE AND EMAIL COMMUNICATIONS MAY NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.**
27. **AUTHORITY.** Each party signing this Agreement represents and warrants to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and warrants to the other party that the transactions contemplated by this Agreement and each person signing this Agreement and/or any document at the Closing has been duly authorized by all requisite action and that no remaining action or third-party consent is required. If Seller is an entity, Seller represents and warrants to Buyer that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico. If Buyer is an entity, Buyer represents and warrants to Seller that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico.

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

39. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties do do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
40. **ASSIGNMENT.** Buyer may may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
41. **MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
42. **DURATION.** If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn. In such event, all Earnest Money that already has been deposited with the Title Company, and all accrued interest, shall be delivered to Buyer.
43. **COUNTERPARTS.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.
44. **FOREIGN SELLERS.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold ten percent (10%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to RANM Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

In the event the above exception to FIRPTA does not apply, prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold ten percent (10%) of the amount realized from the sale of the Property for remittance to the IRS in accordance with FIRPTA.

REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015

OFFER BY BUYER

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

Custom Home in City of Aztec

9-24-15

4:30pm

Buyer Signature

Date

Time

Buyer Signature

Date

Time

City of Aztec

Buyer Name (Print)

Email Address

Buyer Name (Print)

Email Address

Buyer Address

City

State

Zip Code

Buyer Home Phone

Buyer Cell Phone

Buyer Business Phone

Buyer Fax

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL - 2015**

Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.
Seller *(select one)*:

SELLER ACCEPTS this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

SELLER

Seller Signature	Offer Date	Time
Seller Signature	Offer Date	Time
Seller Name (Print)	Email Address	
Seller Name (Print)	Email Address	
Seller Address	City	State Zip Code
Seller Home Phone	Seller Cell Phone	Seller Business Phone Seller Fax

REJECTS & SUBMITS a Counteroffer (RANM Form 5102).

REJECTS & SUBMITS an Invitation to Offer (RANM Form 5103).

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTER OFFER, OR IS REJECTING THIS OFFER AND SUBMITTING AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, BUT SHOULD INITIAL ALL PAGES.

INITIALS: SELLER _____

REJECTS this offer.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES

INITIAL HERE: SELLER _____

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL – 2015**

**THE FOLLOWING IS PROVIDED FOR INFORMATION PURPOSES ONLY.
BROKER'S ARE NOT PARTY TO THIS AGREEMENT.**

BUYER'S BROKER

Michelle Anthony			
Buyer's Broker Name (Print)	If different than Buyer's Broker, Buyer's Broker's Qualifying Broker's Name (Print)		
Ramsey Realty	505-334-6187	505-334-9707	
Buyer's Brokerage Firm	Office Phone	Fax	
100 N Main Ave.	Aztec	NM	87410
Buyer's Brokerage Address	City	State	Zip Code
MichelleA1989@aol.com	Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®		
Email Address			

SELLER'S BROKER

Robert Ramsey	Michelle Anthony		
Seller's Broker Name (Print)	If different than Seller's Broker, Seller's Broker's Qualifying Broker's Name (Print)		
Ramsey Realty	(505) 334-6187	(505) 334-9707	
Seller's Brokerage Firm	Office Phone	Fax	
100 N Main Ave	Aztec	NM	87410
Seller's Brokerage Address	City	State	Zip Code
ramseyrealtyazt@msn.com	Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®		
Email Address			

Date of Agreement: _____ (For reference purposes and for calculation of deadlines, the **LAST** party to execute this contract should fill in the date).



**REALTORS® ASSOCIATION OF NEW MEXICO
LEASE PURCHASE ADDENDUM # 1 – 2015**

THIS ADDENDUM OBLIGATES THE BUYER TO BUY AND THE SELLER TO SELL. PARTIES ARE ADVISED TO SEEK LEGAL COUNSEL AND TAX ADVICE TO EXPLAIN YOUR RIGHTS AND/OR CONSEQUENCES UNDER THIS AGREEMENT. BROKERS ARE NOT LAWYERS AND CANNOT GIVE LEGAL ADVICE.

This Addendum is part of the Residential Purchase Agreement, dated September 24, 2015 between City of Aztec ("Buyer") and _____ ("Seller") and _____

relating to the following Property:

119 E CHUSKA Street AZTEC 87410
Address City Zip Code
Lots 9,10,11,12 Blk 31 Original Townsite
Legal Description
or see metes and bounds description attached as Exhibit _____, SAN JUAN County, New Mexico.

Buyer and Seller agree as follows:

- 1. POSSESSION:** It is the intention of the parties to create a Lease Purchase transaction wherein the Buyer will take possession of the Property on or about November 2 2015 under that certain Rental/Lease Agreement attached as **EXHIBIT A**. Buyer will make deposits and rental payments under said Rental/Lease Agreement as set forth therein.
- 2. PURCHASE FEE:** Buyer shall deliver directly to the Seller a Purchase Fee in the amount of \$ 0.00. This Purchase Fee is separate from any Earnest Money deposit set forth in the Purchase Agreement and shall not be subject to the provisions of Earnest Money shown therein. The Purchase Fee will will not be a credit to the the purchase price and/or Buyer's down payment (if allowed by Buyer's lender) at Settlement. In the event the Buyer defaults or is unable to purchase the Property per the terms of the Purchase Agreement, the Purchase Fee will **NOT** be refunded to the Buyer.
- 3. DEFAULT:** If the Buyer vacates the Property for any reason or defaults under the terms of this Lease Purchase Agreement, the attached Purchase Agreement, Rental/Lease Agreement, or any other agreement, the Seller shall have the right to immediately to cancel/terminate all agreements. In such case, the Seller shall retain all Earnest Monies, Purchase Fees, credits and all improvements to the Property as liquidated damages and not as a penalty.
- 4. SECURITY DEPOSIT:** The security deposit as set forth in the Rental/Lease Agreement will will not be applied to the Purchase Price and/or Buyer's down payment (if allowed by Buyer's lender) at Settlement.
- 5. EXTENSION:** The Seller is relying upon the Buyer's ability to close with cash or a loan on or before the closing date stated in the Purchase Agreement. Should the Buyer be unable to purchase the Property within the time period specified, the parties may agree to extend the Settlement/Funding dates, convert this Agreement to a Rental/Lease Agreement only, or terminate this Agreement. If this Agreement is terminated, Buyer agrees to vacate the Property, in accordance with the attached Rental/Lease Agreement attached as **EXHIBIT A**. Rent credit will will not continue to accumulate during the extension. Any extension will require a writing signed by both parties.

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

REALTORS® ASSOCIATION OF NEW MEXICO
LEASE PURCHASE ADDENDUM # 1 – 2015

6. **RENT CREDIT:** The rental/lease payments being made to the Seller under the Rental/Lease Agreement shall be in the amount of \$ 0.00 , paid Annually . At the time of Settlement, the Title Company shall prorate rents. From each rental/lease payment, \$ 0.00 shall be credited to the Buyer, from Seller, at Settlement. At Settlement, Buyer may choose to apply rent credit to the purchase price or towards the Buyer's down payment (if allowed by Buyer's lender). In the event Buyer fails to complete the Lease Purchase, no portion of this rental/lease credit shall be returned to the Buyer.
7. **BACK UP OFFER/SALE OPTIONS:** Seller may may not accept Back Up Offers during the term of this Agreement. Seller may may not enter into another Purchase Agreement during the term of this Agreement.
8. **ASSIGNMENT:** Buyer may may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
9. **LEASEHOLD ESTATE ONLY:** Until closing, the Buyer shall have a Leasehold Estate only. This is not an installment land contract, bond for title agreement, or any other type of owner financing.
10. **ALTERATIONS AND IMPROVEMENTS:** Locks/deadbolts shall not be changed or re-keyed and no alterations or improvements, including, but not limited to, paint and wallpaper, shall be made to the Property without the prior written consent of the Seller. All alterations or improvements shall become part of the Property. If the Buyer makes any unauthorized alterations or improvements to the Property, at the sole discretion of the Seller, the Buyer shall, at the Buyer's sole cost, restore the Property to its original condition. All monies invested by the Buyer either with or without the Seller's consent are non-refundable.
11. **MAINTENANCE AND INSURANCE:** During the term of the Rental/Lease Agreement, Buyer shall maintain Property and its improvements and shall provide Seller with evidence of liability and contents insurance. Buyer will will not be responsible for all utility and other operating and maintenance expenses of the Property. Lender required insurance shall be the responsibility of the Seller.
12. **SMOKE DETECTORS:** There is is not a working smoke detector on the Property. If there is, Buyer agrees to test the detector monthly to ensure proper operation, and further agrees to replace all required batteries when necessary. The Buyer acknowledges that he/she understands how to test the smoke detector and replace its batteries. The Buyer also agrees to have a qualified professional install a new smoke detector immediately if the smoke detector ever fails to operate properly.
13. **TAXES:** All Property Taxes will be paid by the Seller through Settlement/Signing Date. All tax deductions on underlying loans or mortgages shall be claimed by the Seller.
14. **SEVERABILITY:** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
15. **THIS LEASE PURCHASE ADDENDUM SHALL CONTROL:** If there is any conflict between this Lease Purchase Addendum and any provisions of the Purchase Agreement, Rental/Lease Agreement, or any other Agreement, the language of this Lease Purchase Addendum shall control, supersede and be superior to all other agreements between the parties.
16. **OTHER:**
City of Aztec to make improvements including but not limited to roof repairs, new flooring and paint, etc.
It is understood by all parties that if the purchase should not for any reason fulfill, all improvements and moneies paid will become the property of the seller with no reimbursement to buyer/tenant.

REALTORS® ASSOCIATION OF NEW MEXICO
LEASE PURCHASE ADDENDUM # 1 - 2015

The Purchase Agreement referred to above is incorporated by reference into this Addendum.

BUYER

Luismthorne so City of Aztec

9-24-15

4:36

Buyer Signature City of Aztec

Date

Time

Buyer Signature

Date

Time

SELLER

Seller Signature

Date

Time

Seller Signature

Date

Time

LIST OF EXHIBITS:

Form 3101 EXHIBIT A - Rental/Lease Agreement



**REALTORS® ASSOCIATION OF NEW MEXICO
COMMERCIAL PROPERTY LEASE/RENTAL AGREEMENT
TRIPLE NET ADDENDUM NO. 2 - 2015**

This ADDENDUM is a part of the COMMERCIAL PROPERTY LEASE f 119 E CHUSKA Street
(Property) between _____
(Landlord) and City of Aztec (Tenant)
dated: September 24, 2015

TRIPLE NET (NNN) LEASE: This lease is a NNN lease - the Tenant shall pay the rents agreed to in the Lease Agreement, including Common Area Maintenance (CAM) charges if any, and unless otherwise provided herein, shall pay all expenses associated with the ownership, operations, maintenance, and repair of the property; this includes utilities, taxes, insurance, maintenance, landscaping, security, and repairs of routine items and major components.

Tenant will put all utilities in an account of their choosing. Utility bills shall be sent to the Tenant, not the Landlord.

Tenant Landlord shall arrange for the tax liabilities to be sent to the Tenant and Tenant shall be responsible for payment thereof with proof of payment provided to the Landlord.

Tenant shall arrange for Building and Liability Insurance with a provider approved by the Landlord with the following coverage amounts:

Liability: 1000000.00
Building: 200000.00
Umbrella: _____
Other: _____

The following are exceptions to this NNN lease and will be paid by the Landlord:

- No exceptions
- HVAC major components (compressor, fan motor, etc.)
- Major roof repair/replacement - not to include routine leaks
- Major structural damage to the shell of the building
- Major replacement of water main and sewer main or plumbing not inside the shell of the building
- Replacement of the sidewalks - not to include routine repairs
- Repaving/Replacement of parking lot surface - not to include paint/stripping
- Expenses required by changes in building codes or city ordinances that are not "grandfathered-in" to the Property.
- The following special expenses:
 - 1. : _____
 - 2. : _____
 - 3. : _____
- Other: _____

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics

REALTORS® ASSOCIATION OF NEW MEXICO
COMMERCIAL PROPERTY LEASE/RENTAL AGREEMENT
TRIPLE NET ADDENDUM NO. 2 - 2015

TENANT'S SIGNATURE

City of Aztec

Tenant Name

Tenant Name

Tenant Signature

9-24-15
Date

4:37pm
Time

Tenant Signature

Date

Time

By

William Homka

Name of Person who signs on behalf of a legal entity other than an individual

Its

Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on _____, _____ at _____ a.m. p.m.

LANDLORD'S SIGNATURE

Landlord's Name

Landlord's Name

Landlord's Signature

Date

Time

Landlord's Signature

Date

Time

By

Name of Person who signs on behalf of a legal entity other than an individual

Its

Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on _____, _____ at _____ a.m. p.m.



**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - COMMERCIAL - 2013**

INSTRUCTIONS AND ACKNOWLEDGMENT REGARDING THIS FORM

This Statement discloses Seller's current, actual knowledge of the condition of the Property as of the date signed by Seller, and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is designed to assist Seller to provide information about the Property and to assist Buyer in evaluating the Property being considered. Conditions may exist which are unknown to Seller. Buyer is encouraged to address concerns about the Property whether or not included in this Statement. This Statement does not relieve Seller of the obligation to disclose a condition of the Property that may not be addressed on this form or a change in any condition after the date of this Statement, and is not a substitute for inspection by the Buyer. Neither the Broker, nor the Board or Association of REALTORS® nor the REALTORS® Association of New Mexico warrant or guarantee the information in this disclosure.

Do not leave any questions blank. Attach additional pages if needed.

Initials: Buyer Seller

This Statement covers the Property having an address of:

119 Chuska Aztec 87410
Address City Zip Code
lots 9,10,11,12 in Block 31 of the Original Townsite of the City of Aztec
Legal Description

Or see metes & bounds description attached as Exhibit , SAN JUAN County, New Mexico.

1. **MATERIAL PHYSICAL DEFECTS.** There are not any material physical defects in the Property, any improvements at the Property, and/or structures on the Property (including, but not limited to the roof), except (if there are no exceptions write "NONE"): OWNER IS UNAWARE OF DEFECTS.
OWNER HAS NEVER OCCUPIED NOR THOROUGHLY INSPECTED
THE PROPERTY.

2. **TITLE, ZONING, LEGAL INFORMATION:**

YES	NO
-----	----

IS THE SELLER AWARE OF:

A. Was the Property part of a larger tract of land that was subdivided within the last five (5) years?

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM Forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - COMMERCIAL - 2013**

YES	NO
-----	----

IS THE SELLER AWARE OF:

If yes, and the subdivided Property was not previously subdivided in accordance with the New Mexico Subdivision Act (Act), a subsequent sale, lease or other conveyance of the Property within five (5) years of the original subdivision and sale, lease or conveyance may trigger the requirements of the Act. SELLER/BUYER SHOULD CONSULT A TITLE COMPANY AND AN ATTORNEY TO DETERMINE THE APPLICABILITY OF THE ACT TO THIS PROPERTY.

- B. Are there any title problems (for example, unrecorded or disputed easements, lot line disputes, liens, encroachment, access issues, third party claims)?
- C. Any Property taxes that are not current?
- D. Any existing or proposed bonds, assessments, liens, mortgages, judgments, Deed of Trust, Impact Fees, Real Estate Contracts, etc. against the Property?
If yes, explain: _____
- E. Any violations of applicable subdivision laws at the time the Property was subdivided?
If yes, explain: _____
- F. Any alleged violations of applicable laws, regulations, ordinances or zoning laws?
If yes, explain: _____
- d/k G. Any zoning variances/exceptions or non-conforming use of the Property?
If yes, explain: _____
- d/k H. Any legal issues, proposed buildings, bridges, roadways or real estate developments, etc. in the immediate area?
If yes, explain: _____
- d/k I. Any restrictive covenants or other limitations on use?
If yes, explain: _____
- d/k a. Any violation thereof? If yes, explain: _____
- J. Any building code or environmental regulation violations?
If yes, explain: _____
- K. Any necessary permits, approvals or inspections for all construction, repairs and improvements that have not been obtained?
If yes, explain: _____
- L. Any existing or threatened legal actions concerning the Property or the Homeowners Association?
If yes, explain: _____
- M. Any well-sharing, driveway-sharing, road-sharing or other contract to which the Property is subject?
If yes, explain: _____
- N. Anyone with a Right of First Refusal, an option to buy or lease the Property?
If yes, explain: _____
- O. Any other restrictions on resale?
If yes, explain: _____
- P. Any exemptions you claim to Property Taxes (i.e., Veteran, Head of Household)?
If yes, explain: _____

For additional information or further explanation: _____

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - COMMERCIAL - 2013**

3. **PHYSICAL DAMAGE:** The Property has not suffered any material casualty, fire damage or other damage, except (if there are no exceptions write "NONE"): D/K

4. **OCCUPANCY:**

YES	NO
-----	----

IS THE SELLER AWARE OF:

YES NO

A. Does the Seller currently occupy the Property? If yes, _____ number of years/ months Seller occupied. If no, _____ number of years/months since Seller occupied. Please indicate if Seller never occupied Property _____.

For additional information or further explanation: _____

5. **LEASES.** No lease, sublease or other tenancy agreement exists affecting the Property, except (if there are no exceptions write "NONE"): _____

6. **LESSEE INFORMATION**

Name of Tenant _____

Address _____ City _____ State _____ Zip Code _____

Term of Lease: _____ Crop or Share Rent: _____

Name of Tenant _____

Address _____ City _____ State _____ Zip Code _____

Term of Lease: _____ Crop or Share Rent: _____

For additional information or further explanation: _____

7. **EQUIPMENT:** The mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), elevators, and other similar equipment and fixtures existing on the Property are in good operating order and condition, except (if there are no exceptions write "NONE"):

D/K

8. **UTILITIES AND ASSESSMENTS.** The Property is served by the following utilities (check appropriate boxes):
 water service electric service natural gas telephone service public sewer service cable service
 other: _____

Owner represents and warrants that all costs and assessments related to such utilities have been fully paid. The following telecommunications services are available at the Property: _____

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - COMMERCIAL - 2013**

9. BUILDINGS AND OTHER STRUCTURES *NO*

- A Residential Home is included in the Sale. Attached is the Property Disclosure Statement-Residential (RANM Form 2301)

Main House _____
 No. of Rooms _____ Roof _____ Foundation _____ Basement _____
 Gas _____ Electricity _____ Other Utilities _____ Bathrooms _____
 Water System _____ Heat _____ Other Living Quarters _____

Approximate Age of Dwellings _____
 Barns and Outbuildings _____
 Approximate Age of Barns and Outbuildings _____
 Fences (Types, Miles, etc.) _____
 Fence Condition Good Fair Poor
 Condition of Improvements _____
 Other _____

For additional information or further explanation: _____

10. LEAD-BASED PAINT

- A. **DISCLOSURE AND INFORMATION REQUIREMENT.** If there is a *residence* on the Property, Federal Law and Regulations create specific disclosure and information requirements, which are set forth in RANM Form 5112, Lead-Based Paint Addendum to Purchase Agreement. RANM Form 5112 must be attached to the Purchase Agreement. **The Seller is not permitted to accept a Buyer's offer prior to making the required disclosures and providing the required information.**
- B. **REPAIRS AND RENOVATIONS.** Were renovations or repairs made to any building(s) on the Property or portion thereof on or after April 22, 2010 that are governed by the Lead-Based Paint Renovation, Repair and Painting Program? Yes No Don't Know
 If yes, complete and attach RANM Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum (**UNLESS OTHERWISE DIRECTED BY THE FORM**). For information on types of buildings and renovations covered by the Program, refer to RANM Form 2315, Lead-Based Paint (LBP) Renovation, Repair and Paint Information Sheet.

11. ENVIRONMENTAL

YES	NO	IS THE SELLER AWARE OF:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Are there underground or aboveground Storage Tanks? If yes, Type _____ Location _____ Current Status _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Any soil, stream, or groundwater contamination? If yes, please explain _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. Any flooding or drainage problems? If yes, please explain _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Solar Leases _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. Transmission Lines _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. Wind Turbines _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. Easements that serve Solar Equipment, Transmission Lines or Wind Turbines _____

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - COMMERCIAL - 2013**

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

IS THE SELLER AWARE OF:

H. Do you have knowledge of any environmental consequences resulting from the Water Softener? Explain: _____

Does the Property include an On-Site Liquid Waste System? Yes No
If the answer is "Yes", the transfer of the Property is subject to Regulations of the New Mexico Environment Department governing On-Site Liquid Waste systems, which require inspection and possible repair. Contact the new Mexico Environment Department for information regarding appropriate inspection forms and requirements.

For additional information or further explanation: _____

12. **SOIL CONDITIONS.** The Property does not have any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): NONE

13. **OTHER PERSONAL PROPERTY**
Trucks, Autos, Equipments, Supplies NONE

14. **COMPLIANCE WITH LAWS.** No aspect or condition of the Property violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, except (if there are no exceptions write "NONE"): NONE

15. **IMPROVEMENTS.** No improvements or alterations have been made to the Property without any permits where a permit was required, except (if there are no exceptions write "NONE"): NONE

The following certificates of occupancy have been issued regarding the Property: NONE

16. **ACTIONS, SUITS OR PROCEEDINGS.** No action, suit or proceeding is pending or threatened before any court, arbitration tribunal, governmental agency, quasi-governmental agency, commission, board, bureau, or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): NONE

17. **GOVERNMENTAL PROCEEDINGS.** No existing or threatened condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceeding exists, except (if there are no exceptions write "NONE"): NONE

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - COMMERCIAL - 2013**

18. **CONTRACTS.** No service contract or other contract exists affecting the Property, except (if there are no exceptions write "NONE"): NONE

19. **UNRECORDED TITLE MATTERS.** No unrecorded claim, encumbrance, covenant, condition, restriction, easement, lien, charge or other matter exists regarding the Property, except (if there are no exceptions write "NONE"): NONE

20. **OPTIONS.** No option to purchase, option to lease, right of first refusal, right of first offer or other similar agreement exists regarding the Property, except (if there are no exceptions write "NONE"): NONE

21. **OTHER**

For additional information or further explanation: _____

PLEASE NOTE: There is currently no legal or statutory requirement in the State of New Mexico that obligates or requires Sellers or Brokers to disclose to any prospective Buyer that the subject Property is or has been: 1) The site of a natural death, homicide, suicide or any other crime classified as a felony; 2) Owned or occupied by a person or persons exposed to HIV or diagnosed with AIDS or any other disease not known to be transmitted through the common occupancy of real estate; 3) Located in the vicinity of a convicted sex offender.

If buyer has concerns about any of the conditions cited above, Buyer is urged to conduct his/her own due diligence and contact the appropriate Local, State or Federal health and law enforcement authorities to obtain accurate and reliable information.

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - COMMERCIAL - 2013

THIS IS NOT A CONTRACT.

The above disclosures are made to the best of the Seller's knowledge. The person who signed as or on behalf of Seller lacks actual knowledge of the Property for the following reason:

- Personal Representative Administrator of Estate Trustee Receiver Does not occupy the Property
 Other: Treasurer for Aztec Presbyterian

Seller's liability is limited to any statements made by Seller on this disclosure that Seller knew to be false. It is Buyer's responsibility to use due diligence to verify the accuracy of the information in this statement. Buyer is not relieved of this responsibility by virtue of delivery of this Statement to Buyer.

The law does not protect a Seller who makes an intentional misrepresentation.

SELLER

_____, a _____

By: _____

Aztec Presbyterian Church / Martha M Cooper 9-25-13
Seller Signature Date Time

Seller Signature Date Time

BUYER

By signing below, Buyer acknowledges receipt of this Statement. By signing below, however, Buyer has not indicated approval or disapproval of the Property and/or the information contained in this Statement.

_____, a _____

By: _____

Luom Hobbs 9-24-13 4:40 PM
Buyer Signature Date Time

Buyer Signature Date Time

NEW SEARCH

BACK TO DETAILS PAGE

Estimate amount of property tax

TAX ID: R0000349

119 CHUSKA STAZTEC

AZTEC ORIGINAL TOWNSITE LOTS 5,10,11 AND 12 BLOCK 31 BK.1562 PG.664

SIGNATURE

Description:

Data Entry:

Market Value
(List Price, Sales Price, Appraised Value etc.)

189000.00

Estimate Tax Rate

0.031000

Estimate Annual Tax

1953.57

CALCULATE

CANCEL

PRINT THIS PAGE

Per NMSA 47-13-4

The estimated amount of property tax levy is calculated using the market value stated above and estimates of the applicable tax rates. The County Assessor is required by law to value the property as its "current and correct" value, which may differ from the listed price, sales price, fee appraisal, etc. Further, the estimated tax rates may be higher or lower than those that will actually be imposed. Accordingly, the actual tax levy may be higher or lower than the estimated amount. New Mexico law requires your real estate broker or agent to provide you with an estimate of the property levy on the property on which you have submitted or intend to submit an offer to purchase. All real estate brokers and agents who have complied with these disclosure requirements shall be immune from suit and liability arising from suit relating to the estimated amount of property tax levy. Neither the county nor any jurisdiction levying a tax against residential property in the county is bound in any way by the estimated given.

[NEW SEARCH](#)
[PRINT THIS PAGE](#)
[HOME](#)
[TAX CALCULATOR](#)

San Juan County Assessor Property Display for Account #: R0000349

Property Owner(s)

PRESBYTERIAN CHURCH AZTEC

205 N CHURCH AVE
AZTEC, NM 87410

Physical Address: 115 CHURCH ST AZTEC

Parcel Map: [MAP PARCEL](#)

Taxing District: 2IN

Mill Rate: 0.031026

Acres: 0.3214

of Bldgs: 1

Property Value Information

	2014	2015
Gross Assessed	218091	218091
Net Assessed	72697	72697
Exemptions (previous year not available)		0.00
Taxable Value	72697	72697
Taxes (current year not available)	2254.27	

[CLICK FOR MORE PHOTOS \(IF AVAILABLE\)](#)

Photo [Sketch](#)



Property Information

Tax ID: R0000349
 Type: Commercial
 Parcel Number: 2064178208071
 Business Name:
 Manufactured Home VIN:

Last Records

Book: 1562
 Page: 984
 Doc Date: 8/29/2010

Legal

The legal description below should not be used to convey property

Section	Township	Range	QTR	QTRQTR
09	30	11	SE	SW

Subdivision

Sub Division Legal	Lot	Block
AZTEC ORIGINAL TOWNSITE	Lot 9	Block 31

Account Exemptions

Account Additions

Building Details

EXPORT

Bldg#	Built AS	Type	Year Built	SQFT	Stories
1	Office Building	Commercial	1962	3680	2.00

Personal Property Details

Acct #	Type	Quantity	Description
--------	------	----------	-------------

NO DATA AVAILABLE

REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT – 2015

4. BUYER'S RIGHTS

Buyer has:

- A. Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- B. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

5. AGENT'S CERTIFICATION

The Seller's Broker and the Buyer's Broker (if paid by the Seller or Seller's Broker) are the "agents" who are required to comply with the Regulations and sign this form, regardless of their brokerage relationships.

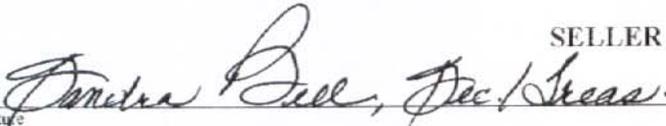
- A. Agent has informed Seller of Seller's obligations under Sec. 42 U.S.C.A. 4852d to:
 - 1) Provide Buyer with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
 - 2) Complete this Lead-based Paint Addendum before giving it to Buyer;
 - 3) Disclose any known lead-based paint or lead-based paint hazards in the Property;
 - 4) Deliver to Buyer a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
 - 5) Provide Buyer with a ten-day (10) period (or other period mutually agreed in writing by Buyer and Seller) to have the Property inspected;
 - 6) Retain a completed copy of this Addendum for at least three (3) years following the closing of the sale.
- B. Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

Warning

Provisions of this form are required by Federal Regulations and should not be revised.

Certification

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

	SELLER	
Seller Signature	9-25-13	Date
Seller Signature		Time
Aztec Presbyterian Church		
Seller Names (Print)		
Seller Address	City	State
Seller Home Phone	Business Phone	Fax
		Email Address

Buyer 

**REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT – 2015**

BUYER

Wesley Hume → *90 City of Aztec* 9-24-15 4:10 pm

Buyer Signature Date Time

Buyer Signature Date Time

Buyer Names (Print)

Buyer Address City State Zip Code

Buyer Home Phone Business Phone Fax Email Address

SELLER'S BROKER

Ramsey Realty

Listing Firm

Bob Ramsey Broker is is not a REALTOR®

By (Print) 9-25-13

Bob Ramsey Date Time

100 N. Main **Aztec** **NM** **87410**

Address City State Zip Code

505-334-6187 **505-334-9707** **ramseyrealtyazt@msn.com**

Business Phone Fax Email Address

BUYER'S BROKER

Selling Firm

Broker is is not a REALTOR®

By (Print)

By (Signature) Date Time

Address City State Zip Code

Business Phone Fax Email Address

