

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
December 20, 2016
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. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Minutes, November 22, 2016
- B. Commission Special Workshop Minutes, December 5, 2016
- C. Travel Requests
- D. Bid #2017-596 N Main Corridor Lighting Fixtures
- E. Resolution #2016-1029 Surplus
- F. RFP 2008-208 Wilson & Company Engineering Services Agreement, Aztec Arterial Phase 2
- G. Resolution 2016-1130 Uncollectible Utility Accounts

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"

IX. ITEMS FROM CONSENT AGENDA

X. 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 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

XI. BUSINESS ITEMS

- A. Customer Generation “CG” Agreement Between City of Aztec and Aztec Municipal School District (McCoy Elementary)
- B. Aztec Municipal Golf Course Operations Contract
- C. Aztec Municipal Golf Course Operations

XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIII. DEPARTMENT REPORTS

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

XIV. 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.

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1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 November 22, 2016
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Meeting to order at 6:00 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was lead by Mayor Pro-Tem Sherri Sipe
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Bonnie Adams
15
16

17 **IV. ROLL CALL**

18
19 Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sherri Sipe;
20 Commissioner Katee McClure; Commissioner Austin
21 Randall; Commissioner Sheri Rogers
22

23 Members Absent: None
24

25 Others Present: City Clerk Karla Saylor; Project Manager Ed Kotyk
26 (see attendance sheet)
27

28 **V. AGENDA APPROVAL**

29
30 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
31 Approve the Agenda as Presented
32

33 **VI. CITIZEN RECOGNITION**

34
35 None
36

37 **VII. EMPLOYEE RECOGNITION**

38
39 Commissioner Randall mentioned that the City Christmas party is coming up and
40 he thanked the Employee Association for putting it together.
41

42 **VIII. CONSENT AGENDA**

43
44 MOVED by Commissioner McClure, SECONDED by Commissioner Randall to
45 Approve the Consent Agenda with the Exception of Item D Economic Development
46 Advisory Board Appointment

- 1 A. Commission Meeting Minutes, November 8, 2016
- 2 B. Commission Special Meeting Minutes, November 14, 2016
- 3 C. Travel Requests
- 4 D. PULLED
- 5 E. Resolution 2016-1028 Surplus

6
7 **IX. ITEMS FROM CONSENT AGENDA**

- 8
9 D. Community Development Advisory Board Appointment

10
11 Mayor Pro-Tem Sipe pulled the item for correction of Mr. Williams coming in as
12 approving him as a member at large to the board not as Vice-President.

13
14 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to
15 Approve the Appointment of Joe R. Williams and Alicia Corbell to the Economic
16 Advisory Board

17
18 **X. CITIZENS INPUT**

19
20 None

21
22 **XI. LIQUOR LICENSE HEARING**

- 23
24 **A.** Paschall Enterprises, Inc. DBA Beer Belly's Burgers & BBQ

25 City Attorney Larry Thrower opened the Liquor License Hearing for Paschall
26 Enterprises, Inc. DBA Beer Belly's Burgers & BBQ by reviewing State Statue 60-6B-4.
27 He mentioned that there is one school in the statutory distance and mentioned that we
28 received a letter from the school indicating no objection to the application. There were
29 no other discussions by applicant or commission.

30
31 MOVED by Commissioner McClure, SECONDED by Mayor Pro-Tem Sipe to
32 Approve the New Liquor License for Beer Belly's Burgers & BBQ located at 1547 W.
33 Aztec Blvd., Aztec NM

34
35 A Roll Call Was Taken: All Voted Aye; Motion Passed Five to Zero

36
37 **XII. BUSINESS ITEMS**

38
39 None

40
41 **XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

42

1 Mayor Pro-Tem attended the MPO Policy Committee meeting Thursday and the
2 discussion was on the Aztec Arterial project. She mentioned that DOT has
3 recommended that we take the project off of the Transportation Improvement Project
4 (TIP) and the Technical committee voted to keep it on TIP. The committee voted to
5 table it until they can meet with DOT due to the DOT representative mentioning that
6 they do not see it on the State Transportation Improvement Plan (STIP). She mentioned
7 that the next meeting will be on December 8. Mayor Pro-Tem Sipe wished everyone a
8 Happy Thanksgiving.

9
10 Commissioner Randall mentioned that he attended the Lodgers Tax Advisory
11 Board and they voted Terry Bailey from Microtel as President of the board.

12
13 Commissioner McClure thanked all city employees for their food donations to
14 ECHO. She mentioned that this is the third year we donated more food than City of
15 Bloomfield, City of Farmington and San Juan County.

16
17 Larry mentioned that he will be out of town the end of November for the NMML
18 Attorney's Association.

19
20 **XIV. DEPARTMENT REPORTS**

21
22 None

23
24 **XV. ADJOURNMENT**

25
26 Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the
27 meeting at 6:15 p.m.

28
29
30
31 _____
32 Mayor, Sally Burbridge

33 ATTEST:

34 _____
35 Karla Saylor, City Clerk

36
37 MINUTES PREPARED BY:

38
39 _____
40 Karla Saylor, City Clerk

1 CITY OF AZTEC
2 **SPECIAL** WORKSHOP MEETING MINUTES
3 December 5, 2016
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:30 pm at the Aztec
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;
10 Commissioner, Austin Randall; Commissioner,
11 Katee McClure; Commissioner Sheri Rogers
12

13 MEMBERS ABSENT: None
14

15 OTHERS PRESENT: City Manager Josh Ray; General Services
16 Director Steve Mueller; Finance Director Kathy
17 Lamb; City Attorney Larry Thrower; Project
18 Manager, Ed Kotyk; City Clerk, Karla Sayler
19

20 **A. Operation of Aztec Municipal Golf Course**
21

22 Josh Ray, City Manager presented mentioned to commission that workshop is to
23 review what direction the City wants to take with the Golf Course. He presented them
24 with Five Plans as follows:
25

26 Plan A- City to enter into a contract with Ruby's in the valley to operate the entire
27 golf course and the city will maintain the lease agreement with the property owners and
28 the Yamaha cart lease. Ruby's would credit the City the **amount of the liquor license fee**
29 ~~of the license~~ annually and credit the City with 25% of daily cart fees.

30 Plan B- The City cease to operate the golf course at the end of the current
31 agreement and the city will expend an additional estimated \$42,000. The City ~~would~~
32 **could** be required to pay \$127,959.20 for the 40 golf cars for early termination. The net
33 impact to end the operations ~~will~~ **could be as high as** approximately \$147,969.20.
34

35 Plan C-The City will continue to operate the Golf Course as it is currently being
36 operated. The net impact for this option would be approximately \$80,000 per year.

37 Plan D- The City would select Plan A, B, ~~and~~ **or** C and propose a tax increase in
38 a special election costing about \$4,000.

39 Plan E- Outright purchase the existing golf course, facilities and equipment which
40 would cost an estimated amount of \$1.25 million dollars.
41

42 Commission discussed the plans and came up with two options that will be voted
43 on in the commission meeting as follows:
44

45 Option A-Enter into a contract with Ruby's in the Valley and have a set annual
46 budget for the course.

Option B-Terminate the lease agreement with Hidden Valley Golf Course.

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II. ADJOURNMENT

Moved by Mayor Burbridge to adjourn the meeting at 7:11 p.m.

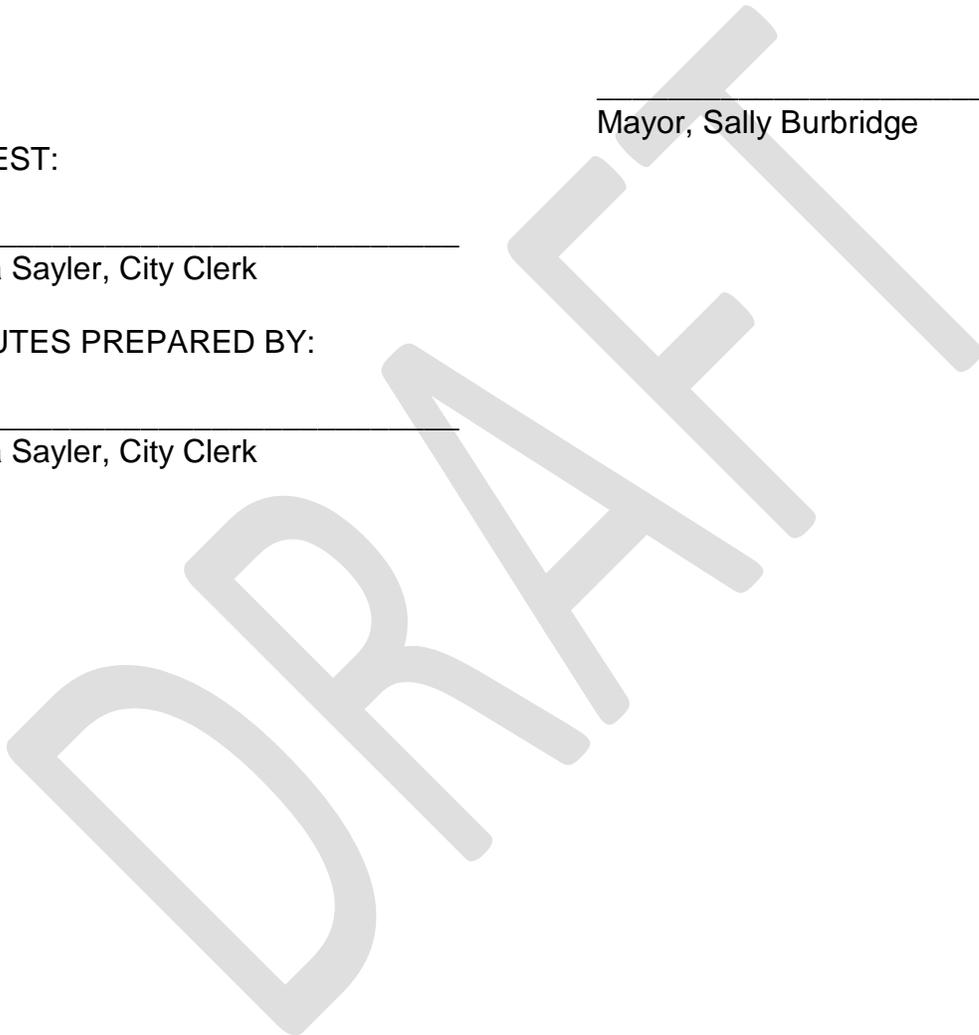
Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk



Staff Summary Report

MEETING DATE: December 20, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Comm. Dev., Public Works, Admin., Police
ACTION REQUESTED: Approval of Employee/Public Official Travel Requests
SUMMARY BY: Finance Staff

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.
 - Community Development Director is requesting approval of attendance to the Floodplain Management Associate Training & Testing in Albuquerque, NM. on 10/23-29/16. The FEMA 273 Course and CFM Exam are required for his position.
 - City Engineer/ Public Works Director is requesting approval of attendance to meet with NM DOT in Santa Fe, NM. and Wilson & Company and AECOM in Albuquerque, NM. on 11/29-30/16 to discuss the Tarmac/Sewer Project & Drainage.
 - City Manager is requesting approval of attendance to the NMML Winter Conference and NMML Airport Managers Association Meeting on 11/30- 12/02/16 in Albuquerque, NM. This conference will provide the opportunity to attend educational sessions and seminars. This is for required annual training hours.
 - Sergeant is requesting approval of attendance to the New Mexico Law Enforcement Conference in Albuquerque, NM. on 12/6-9/16. The conference provides various training to benefit our Police Dept.

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS: Travel Log December 20, 2016

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: DECEMBER 20, 2016**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY17 Budget Available
10/23-29/16	Comm. Dev.	Floodplain Management Assoc. Training & Testing Albuquerque, NM.	Yes	No	40.83 6.00 50.00 20.04	Actual Cost for Meals Actual Cost for Gratuity Training and Exam Actual Cost for Fuel	Yes
11/29-30/16	Public Works	Meet with: NMDOT, Santa Fe, NM. Wilson & Company, Albq., NM. AECOM, Albq., NM.	Yes	No	60.00 47.00 175.43	Meal & Gratuity Allowance Estimated Cost for Fuel Lodging	Yes
11/30-12/02/16	Admin.	NMML Winter Conference & NM Airport Managers Association Albuquerque, NM.	Yes	No	161.26 21.81 125.00 214.79 206.22	Actual Cost for Meals Actual Cost for Gratuity Registration Reimb. Fuel/Rate Actual Cost for Lodging	Yes
12/06-09/16	Police	NM Law Enforcement Conf. Albuquerque, NM.	Yes	No	82.10 10.03 150.00 309.33	Actual Cost for Meals Actual Cost for Gratuity Registration Actual Cost for Lodging	Yes

Staff Summary Report

MEETING DATE: December 20, 2016
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: Bid 2017-596 N Main Corridor Light Fixtures

ACTION REQUESTED BY: Finance Department, Electric Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb, Ken George

PROJECT DESCRIPTION / FACTS

- The North Main Corridor plan for center median overhead lighting of the roadway.
- The fixtures will be the same as currently exist in the center median on Aztec Blvd. The Electric Department does not currently have sufficient fixtures in inventory to meet the requirements for the next phase of construction of the N Main project nor does the Electric Dept have sufficient stock to replace light poles and fixtures that may be knocked down. This order will bring into stock enough poles and fixtures to cover both, future construction of N Main lighting as well as stock for replacement of existing poles and fixtures on Aztec Blvd.

PROCUREMENT / PURCHASING

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times on Sunday, October 23, 2015. The bid was publically opened on Thursday, November 10, 2016.
- Four responsive bids were received.
- The Electric Director has reviewed the bids and recommends award to the low bid, Summit Electric, in the amount of \$83,457.50. Summit Electric is the same vendor which supplied the light fixtures on Aztec Blvd. Anticipated delivery is 8 weeks after order is received.

FISCAL INPUT / FINANCE DEPARTMENT

- FY17 Annual Adopted Budget, Joint Utility Fund, Electric Department, includes \$114,000 specific to the purchase of this equipment.
- For reference only –
 - Valmont poles purchased in 2013 were \$5,695 ea, 2016 bid \$6,115 (7.4% increase)
 - Ventus LED lights were \$1,250 ea., 2016 bid \$1,175 (6% decrease)

SUPPORT DOCUMENTS: Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of Bid 2017-596 N Main Corridor Light Fixtures to Summit Electric in the amount of \$83,457.50.



Bid Results
Bid 2017-596 N Main Lighting: Poles and Fixtures
Opened November 10, 2016 2:00 PM

ITEM	DESCRIPTION	QTY	UNIT	Border States Electric			Stuart C. Irby		
				UNIT COST	TOTAL	DELIVERY EST	UNIT COST	TOTAL	DELIVERY EST
1	Valmont 30" Dec Pole w/ Double Arm	10	ea	\$ 7,086.85	\$ 70,868.50	6-8 weeks	\$ 6,198.20	\$61,982.00	11-12 weeks
2	Ventus LED Fixture	20	ea	\$ 1,360.69	\$ 27,213.80	6-8 weeks	\$ 1,191.00	\$23,820.00	9-10 weeks
3	Transpo Breakaway Support System	10	ea	\$ 327.06	\$ 3,270.60	2 weeks	\$ 324.00	\$ 3,240.00	2-3 weeks
Total Comparison Including 5% NM State Preference					\$ 96,285.26			\$84,589.90	
Total Comparison Including 10% (Maximum) Resident Veteran Preference					N/A			N/A	

ITEM	DESCRIPTION	QTY	UNIT	Summit Electric			Western United		
				UNIT COST	TOTAL	DELIVERY EST	UNIT COST	TOTAL	DELIVERY EST
1	Valmont 30" Dec Pole w/ Double Arm	10	ea	\$ 6,115.00	\$ 61,150.00	8 weeks	\$ 6,242.30	\$62,423.00	8-10 weeks
2	Ventus LED Fixture	20	ea	\$ 1,175.00	\$ 23,500.00	8 weeks	\$ 1,198.55	\$23,971.00	8-10 weeks
3	Transpo Breakaway Support System	10	ea	\$ 320.00	\$ 3,200.00	2 - 3 weeks	No Bid	\$ -	
Total Comparison Including 5% NM State Preference					\$ 83,457.50			\$82,074.30	
Total Comparison Including 10% (Maximum) Resident Veteran Preference					N/A			N/A	

Staff Summary Report

MEETING DATE: December 20, 2016
AGENDA ITEM: VIII CONSENT AGENDA (E)
AGENDA TITLE: Resolution 2016-1029 Surplus

ACTION REQUESTED BY: General Services, Public Works, Library
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The General Services, Library and Public Works Departments have identified items no longer necessary to daily operations and request commission approval to sell or otherwise dispose of the copier.
- NM Department of Finance and Administration (DFA) issued a memo effective 12/9/2016 establishing process for disposal of municipal property. A copy of the memo is included with the staff summary. After governing body approval, information will be submitted to DFA for approval to dispose of property. DFA will provide written approval for disposal to both the local agency and NM Office of the State Auditor. Until approval is received, the entity is not permitted to dispose of property.
- 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 2016-1029
DFA Property Disposition Procedure, December 2016
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2016-1029 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

SURPLUS RESOLUTION 2016-1029

December 20, 2016

SURPLUS LIST

Department	Item/Model	
Public Works		<p>3,000 Gallon Poly Tank – 1 only</p> <p>Original Purchase \$2,100 (American Cleaning Systems) Purchased 11/2011 Grant Funds: No</p> <p>Condition: Very Good Reason for Surplus: Not Required</p>
Public Works		<p>Ingersoll Rand Air Compressor Model 175-80 Asset #011-003</p> <p>Original Price \$8,470 (Ingersoll Rand Equip Corp) Purchased 7/1981 Fully Depreciated Grant Funds: No Estimate Market Value: \$2,000</p> <p>Condition: Poor Reason for Surplus: Not used for several years</p>
Public Works		<p>John Deere 460 S/N BW14380 VIN #W00460X003040 Unit #006-004</p> <p>Original Price \$22,771 (The Farm Center) Purchased 7/1999 Fully Depreciated Grant Funds: No Estimate Market Value: \$2,500</p> <p>Condition: Poor Reason for Surplus: Not used for several years</p>
General Services	 Picture does not represent all items	<p>Interior Doors 32 x 77 (1) 30 x 80 (1) 32 x 80 (1) 36 x 80 (4) Estimate Market Value: \$10 each</p> <p>Condition: Fair Reason for Surplus: Building improvements (HUB) – removed and no use in city facilities</p>

SURPLUS RESOLUTION 2016-1029

December 20, 2016

SURPLUS LIST

Department	Item/Model	
<p align="center">Information Technology</p>	<p align="center">Picture does not represent all items</p> 	<p>Dell Monitors 15", 17", 22"</p> <p>CN-OR9239-48220-56N-0245 CN-0Y9833-71618-7CG-A136 CN-0Y9833-71618-782-AL98 (DEAD) CN-0Y4299-71618-478-AFL8 CN-02Y315-71618-45N-A884 CN-0Y9833-71618-782-ALD3 CN-0Y9833-71618-7CG-A332 (DEAD) CN-0Y9833-71618-7CG-A334 (DEAD) CN-0Y9833-71618-6BP-AA7B CN-0Y9833-71618-6BP-AA7J CN-0Y9833-71618-7CG-A334 CN-06R644-47804-39R-A134 (FADE) CN-0Y9833-71618-782-ALD3 CN-0Y9833-71618-7CG-AL9T CN-0Y9833-71618-7CG-A150 CN-0Y9833-71618-7CG-A315 CN-0Y9833-71618-7CG-A329 CN-0WH318-72872-698-031I (IMG BURN) MX-032DVX-47605-21L-BK76 CN-06R644-47804-328-NOEG MX-0G324H-74262-21G-1E1L MX-0HF730-46634-71V-1ETL CN-0Y9833-71618-6BP-AA8Z CN-0Y9833-71618-782-AL9U CN-0Y9833-71618-782-AL92</p> <p>Original Purchase Price: \$100 to \$500 Purchased: 2004 to 2010 Grant Funds: No Estimate Market Value: None</p> <p>Condition: Poor Reason for Surplus: Dead, Failing, Obsolete</p>
<p align="center">Information Technology</p>		<p>Dell Latitude D800 PP02X 4FSDN41 Asset #026-299</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Original Purchase Price: \$2,244 (Dell) Purchased: 2004 Grant Funds: No Estimate Market Value: \$5.00 Condition: Poor Reason for Surplus: Obsolete</p>

SURPLUS RESOLUTION 2016-1029

December 20, 2016

SURPLUS LIST

Department	Item/Model	
<p align="center">Information Technology</p>		<p>Dell Inspiron 9300 PP14L CHGD891 Sundry #026-335</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Original Purchase Price: \$1,563.00 Purchased: 2006 Grant Funds: No Estimate Market Value: \$5.00</p> <p>Condition: Poor Reason for Surplus: Obsolete</p>
<p align="center">Information Technology</p>		<p>PS2 and USB Mice (53) Various Manufacturers: Dell, Microsoft, Logitech, HP</p> <p>Original Purchase: \$10.00 to \$25.00 Purchased: 2006 to 2013 Grant Funds: No Estimate Market Value: \$5.00 (for entire lot)</p> <p>Condition: Varying from Obsolete to Fair Reason for Surplus: Obsolete, IT has sufficient current models for replacement as needed; these items are surplus and not required</p>
<p align="center">Information Technology</p>		<p>IBM ThinkPad M5U L3-BC928</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Original Purchase Price: \$2,116 Purchased: 2005 Grant Funds: Possibly US Dept Homeland Security through San Juan County Estimate Market Value: \$5.00</p> <p>Condition: Poor Reason for Surplus: Obsolete</p>

SURPLUS RESOLUTION 2016-1029

December 20, 2016

SURPLUS LIST

Department	Item/Model	
<p>Information Technology</p>	<p>Picture not representative of all items</p> 	<p>Dell Optiplex 745 Computers 4HVBZD1 6HVBZD1 7HVBZD1 5S04MC1</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Original Purchase Price: \$1,452 ea (Dell) Purchased: 2007 Grant Funds: No Estimate Market Value: \$5.00 Condition: Poor Reason for Surplus: Obsolete</p>
<p>Information Technology</p>	<p>Picture does not represent all items</p> 	<p>Keyboards (82) Various Manufacturers & Models: Dell SK8125, RT7D20, Logitech K120, Lenovo KB1021, Dell L30U, Dell KB212, Fellows KU9938, Dell KM632, Microsoft KC0405, Microsoft WUG0619, IBM 0225, HP KB-0136</p> <p>Original Purchase Price: Most purchased with computer systems, no individual price Purchased: 2006 to 2013 Grant Funds: No Estimate Market Value: \$5.00</p> <p>Condition: Fair to Obsolete Reason for Surplus: Obsolete, IT has sufficient current models for replacement as needed; these items are surplus and not required</p>
<p>Information Technology</p>	<p>Does not represent all items</p> 	<p>Dell Optiplex 790 2WT6LS1 2WS5LS1</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Original Purchase Price: \$1,100 ea (Dell) Purchased: 2012 Grant Funds: No Estimate Market Value: None</p> <p>Condition: Poor Reason for Surplus: Bad Mother Board, Power Supply & Damaged Power Buttons</p>

SURPLUS RESOLUTION 2016-1029

December 20, 2016

SURPLUS LIST

Department	Item/Model	
Information Technology		<p>Dell Optiplex 780 2WVWGQ1</p> <p>Original Purchase Price: \$1,032 (Dell) Purchased: 2011 Grant Funds: No Estimate Market Value: \$5.00</p> <p>Condition: Poor Reason for Surplus: Dead, Bad Mother Board, No Hard Drive</p>
Information Technology		<p>Dell Optiplex 745 4HVBZD1 6HVBZD1</p> <p>Original Purchase Price: \$1,452 ea Purchased: 2007 (Dell) Grant Funds: No Estimated Market Value: \$5.00</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Condition: Poor Reason for Surplus: Dead, Bad Mother Board</p>
Library		<p>Sony Cybershot DSC-T100 8MP Digital Camera with 5x Optical Zoom and Super Steady Shot (Silver) S/N 637846</p> <p>Original Purchase Price: \$379.00 Purchased: 2007 (Sam's Club) Grant Funds: No Estimated Market Value: \$50.00</p> <p>Condition: Poor Reason for Surplus: Not functional, obsolete</p>
Library		<p>JVC Mini DV Camcorder Model GR-DVL220U S/N 15780999</p> <p>Original Purchase Price: \$400.00 Purchased: 2006 Grant Funds: No Estimated Market Value: \$50.00</p> <p>Condition: Like New Reason for Surplus: Obsolete, not used</p>

SURPLUS RESOLUTION 2016-1029

December 20, 2016

SURPLUS LIST

Department	Item/Model	
Library		<p>Sony Handycam 30GB DCR-SR42 Handycam 40x Optional Zoom S/N KCGMU04625133</p> <p>Original Purchase Price: \$400.00 Purchased: 2010 Grant Funds: No Estimated Market Value: \$50.00</p> <p>Condition: Like New Reason for Surplus: Obsolete, not used</p>
Library		<p>Kodak Easy Share C143 12.0 MP Digital Camera Red with case</p> <p>Original Purchase Price: \$130.00 Purchased: 2010 Grant Funds: No Estimated Market Value: \$10.00</p> <p>Condition: Like New Reason for Surplus: Obsolete, not used</p>
Library		<p>ACER Aspire One Notebook 532h-2588 S/N LUSAL0D2077016027A31601</p> <p>Original Purchase Price: \$ unknown Purchased: 2010 Grant Funds: Unknown Estimated Market Value: \$20.00</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Condition: Like New Reason for Surplus: Obsolete, cannot upgrade or update</p>

SURPLUS RESOLUTION 2016-1029

December 20, 2016

SURPLUS LIST

Department	Item/Model	
IT		<p>Dell Optiplex 755 9CKGNG1</p> <p>Original Purchase Price: \$990 Purchased: 2008 Grant Funds: General Fund Estimated Market Value: None</p> <p>Units have been erased to U.S. Department of Defense level security requirements</p> <p>Condition: Poor Reason for Surplus: Bad Motherboard, Obsolete</p>

CITY OF AZTEC RESOLUTION 2016-1029

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 20th day of December, 2016.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
BUDGET AND FINANCE BUREAU**

	Number: 13
Disposition of Property Approval PROCEDURE	Originating Date: 12/9/16
	Revision Date:

Overview:

County and Special District Disposition of Property Approval:

Per Section 13-6, NMSA 1978, DFA, Local Government Division shall approve in writing any New Mexico counties' and/or Special Districts' request for disposition of property, both personal and real within the establish parameters.

Municipality Disposition of Property Approval:

Per Section 3-54, NMSA 1978, DFA, Local Government Division shall approve in writing any New Mexico municipalities' request for disposition of property, both personal and real within the established parameters.

Materials Needed:

- 1) Information from Entity:
 - a) Approving Resolution
 - b) Cover letter
 - c) Copy of real property appraisal (if applicable)
 - d) Copy of real property quitclaim deed (if applicable)

- 2) Information from our Procedures file:
 - Q:/BFB/Procedures/BFB13- Disposition of Property Approval folder
 - a) Disposition Flowcharts (County & Special Districts, Municipalities)
 - b) Disposition of Property Approval Template Letters

Procedure:

When in receipt of an entity's request for disposition of property approval:

- 1) Open applicable "Disposition Flowchart" and the "Request for Approval of Property Disposition Checklist" to verify if the entity has followed the correct procedure and provided the necessary items.
- 2) If any required items are missing, request of entity prior to processing.
- 3) Open the applicable Disposition of Property Approval Template Letter within the
Q:/BFB/Procedures/BFB13 0 Disposition of Property Approval file OR
Q:/BFB/Form Letters/disposition of property file.

NOTE: If request does not require LGD approval- use "NO APPROVAL REQUIRED" template letter.

- 4) Amend all areas highlighted in yellow (specific info) and save in the entity's file and rename it with the entity's name.
- 5) Attach all support documentation to cover letter for Bureau Chief's review.
- 6) Bureau Chief will submit for Director's signature.
- 7) Once approval has been obtained, scan all documents and save in reading file and entity's file.
- 8) Email scanned approval letter to entity.
- 9) Make a hard copy of the signed letter for the hard file.
- 10) Mail original signed approval letter to the entity.

NOTE: All flowcharts and Request for Approval of Property Disposition Checklist will be placed on the BFB website for reference and use by the local entities.

Staff Summary Report

MEETING DATE:	December 20, 2016
AGENDA ITEM:	VIII. CONSENT AGENDA (F)
AGENDA TITLE:	RFP 2008-208 Wilson & Co Engineering Services Agreement, Aztec Arterial Phase 2

ACTION REQUESTED BY:	Wilson & Company
ACTION REQUESTED:	Approval of Wilson & Company Engineering Services Agreement
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

NMDOT: New Mexico Department of Transportation
FHWA: Federal Highway Administration
BLM: Bureau of Land Management

2014 Staff Summary:

- The City currently has 150' right of way secured for the Aztec Arterial. A recent review of the design for phase 2 (connecting phase 1a on the north with phase 1b on the south) has identified a requirement for additional right of way. The requirement is the result of roadway slopes extending beyond existing right of way. The alternative would be to construct retaining walls which is cost prohibitive.
- A possible road exchange in the future with NMDOT would require a four lane roadway which increases right of way requirements.
- Due to the time that has elapsed from the original environmental work on this section of the arterial and the increase in the project limits, new environmental work is required for phase 2.
- The additional professional services are necessary for project readiness when construction funds are available. Currently, the legislative funds appropriated in spring 2014 will be used for construction of a segment of phase 2.

December 2016

- Biweekly meetings with NMDOT, BLM, consultants and city staff have been occurring since November 2015. Initially, the goal was to finalize the design for phase 2 and receive NMDOT & FHWA authorization to bid for fall 2016. Personnel and procedural changes within NMDOT and BLM required a complete review of the project including phases complete and under construction. A new goal for approval to bid phase 2 has been established for June 2017.
- During the course of the biweekly meetings, the identification of and remediation requirements for the property previously leased by the City from BLM for a landfill (1960s) altered the design and ROW requirement identified in the 2014 staff summary.

BLM advised the City to apply for a land patent of the original landfill lease which would reduce the remediation required of the area for the roadway. The City has submitted the application and BLM is following their procedure for processing the application.

- NMDOT has advised remediation of the landfill would be required for the right of way which is greater than the initial roadway construction of phase 2. Working with Wilson & Co., a determination has been made that reducing the ROW across the landfill area is a reasonable design alternative. However, the restriction of the right of way width requires retaining walls to be constructed along portions of the roadway. While NMDOT agrees the retaining walls may be the preferred design alternative, NMDOT has directed additional geotechnical testing be conducted to ensure retaining wall design is sufficient for the conditions before approval is provided for the design.
- Terracon Consultants Inc is familiar with the project and has performed all the geotechnical services for the design of the arterial project. Terracon has provided a proposal for the additional geotechnical in the amount of \$68,452.90. To meet project deadlines and due to the recent funding issues with NMDOT, direction was provided to Wilson & Co for Terracon to begin their work on 11/28/16 with this item scheduled for the first commission meeting in December which was delayed to December 20, 2016. Actual drilling began on December 12, 2016. The alternative (not to authorize geotech work) would result in the test results not being available until February 2017 and very possibly jeopardizing funding for the project.
- NMDOT has committed to the funding currently identified for this project will be available only if this project meets the June 2017 deadline for approval. If the City is unable to meet that deadline, the existing funding (FHWA, NMDOT and Severance Tax) will be pulled. NMDOT has indicated it would be 2019, at the earliest, before the agency could commit funding for the project.

PROCUREMENT / PURCHASING

- RFP 2008-208 was awarded to Wilson and Company in February 2008 and was a phased agreement as funding was available and as authorized by the City Commission.
- Several amendments have occurred since the original award of the RFP primarily the result of available funding. The construction funding availability has resulted in changes in personnel and procedures within the various agencies and has resulted in elements of the project being amended multiple times.
- This agreement is \$68,452.90 (plus GRT) and includes geotechnical services.
- Total engineering services to date, including this agreement, for the East Aztec Arterial under RFP 2008-208: \$1,033,120

FISCAL INPUT / FINANCE DEPARTMENT

- Wilson & Company, Inc. Engineering Agreement

Services provided by Terracon

\$68,452.90

Total (not including tax) \$68,452.90

- The FY17 Adopted Annual Budget, General Fund, Streets, Professional Services, Arterial (101-3310-64201) currently has \$82,000 available.

SUPPORT DOCUMENTS: Wilson & Company Engineering Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Wilson and Company request for approval of engineering agreement for Arterial Phase 2



Arizona
California
Colorado
Kansas
Louisiana
Minnesota
Missouri
Nebraska
New Mexico
Texas
Utah

December 6, 2016

Mr. William Watson
Public Works Director/City Engineer
City of Aztec
201 West Chaco
Aztec, NM 87410

RE: Aztec Arterial Route, Phase 2 – Geotechnical Additional Services

Dear Bill:

The NMDOT comments on the 60 percent design of the Aztec Arterial Route Phase 2, are requiring additional geotechnical information pertaining to the rock excavation and retaining walls which was not a part of the original contract. Wilson & Company has received the attached proposal from Terracon who has performed all the Geotechnical services for the Aztec Arterial to date.

We are requesting additional services for the following Tasks:

1. Geotechnical Services:
 - Seismic Refraction Surveys
 - Soil Borings at retaining walls
 - Laboratory Evaluations
 - Engineering Analysis

**Final Geotechnical and Foundation Report.....\$ 68,452.90
Excluding New Mexico Gross Receipts Tax**

Thank you for the opportunity to submit this request for additional services required to complete the Aztec Arterial Route Phase 2 project. Wilson & Company, Inc. looks forward to continuing our work for the City of Aztec. Should you require further information, please do not hesitate to contact me at 505-948-5121.

Sincerely,

Wilson & Company, Inc.,
Engineers & Architects

Brigitte Fuller, PE
Operations Manager

Brigitte.Fuller@wilsonco.com

cc: Kathy Lamb, City of Aztec Finance Director



Daniel Aguirre, Wilson & Company

IN WITNESS WHEREOF, the parties hereto have executed this Additional Service Agreement, the day and year below.

Owner: City of Aztec, NM

By: Joshua Ray, City Manager

_____ Date: _____

Engineer: Wilson & Company, Inc., Engineers & Architects

By: Brigitte Fuller, PE Operations Manager

Brigitte Fuller _____ Date: 12/06/2016

October 28, 2016

Wilson & Company, Inc., Engineers & Architects
414 N. Main Street
Las Cruces, New Mexico 88001

Attn: Ms. Brigitte Fuller, P.E.

Re: Proposal for Geotechnical and Pavement Engineering Services
Phase II - Final Geotechnical and Foundation Report(s)
East Aztec Arterial Route – Phase 2
Station No. 37+25 to 133+99.75
CN F100091
Aztec, San Juan County, New Mexico
Terracon Proposal No. P69165037 Revision No. 1

Dear Ms. Fuller:

At your request, Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this revised proposal to provide geotechnical engineering services for the above referenced project. The purpose of this study will be to evaluate the pertinent geotechnical conditions along the project alignment and to develop supplemental geotechnical parameters and recommendations which will assist in the design of the new roadway. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

Terracon has completed previous geotechnical exploration along the project alignment and consists of the following:

- Geotechnical Engineering Report, East Aztec Arterial Route, Aztec, New Mexico, Terracon Project No. 69085011 dated August 28, 2008
- Addendum to Geotechnical Engineering Report, East Aztec Arterial Route, Aztec, New Mexico, Terracon Project No. 69085011 dated October 6, 2008
- Geotechnical Engineering Report, Arterial Route 1B Borrow Source Testing, Aztec, New Mexico, Terracon Project No. 69105013 dated August 30, 2010

In summary, the referenced geotechnical engineering reports provided design criteria and recommendations regarding:

- Pavement thickness design
- Earthwork
- Cut and fill slope configurations
- Results of limited borrow source evaluation

Terracon Consultants, Inc. 4A Road 3499 Flora Vista, New Mexico 87415
P [505] 334 2900 F [505] 334 9703 terracon.com



Proposal for Geotechnical Engineering Services

East Aztec Arterial Route – Phase 2 CN F100091 ■ Aztec, New Mexico

October 28, 2016 ■ Terracon Proposal No. P69165037 Revision No. 1



The scope of services for this revised proposal is based upon an email received on October 19, 2016 that requested revision to our original geotechnical Proposal dated August 9, 2016. The requested revisions were based upon input/comments provided from the New Mexico Department of Transportation (NMDOT). The revisions consisted of the following:

- Quantify the amount of rock excavation on this project. This will require additional surface and subsurface exploration and laboratory testing.
- Develop and execute the final exploration plan to develop recommendations for slope exceptions, rock fall catchment basins (if necessary), and evaluate the stability and performance of the cut and fills on this project. The original exploration was performed using test pits this was likely due to access, but it warrants a second look.

A. PROJECT INFORMATION

Site Location

ITEM	DESCRIPTION
Location	East Aztec Arterial Route (Phase 2) from approximate Station 37+25 to Station 133+97.75, Aztec, San Juan County, New Mexico.
Existing improvements	None. Vacant undeveloped land
Functional classification	Minor Arterial
Current ground cover	Soil and vegetation
Existing topography	Rolling hills and valleys

Project Description

ITEM	DESCRIPTION
Improvements	The project will consist of the following improvements: <ul style="list-style-type: none">■ Construction of new asphalt roadway■ Asphalt overlay of approx. 3,050 feet of existing roadway*
Length of improvements	2.57 miles
Wearing surface	Asphalt concrete
Grading	Cuts and fills up to approximately 45 feet
Cut and fill slopes	2:1 to 3:1 (horizontal to vertical)
Free-standing retaining walls	2 segments located between Station 47+78 and 51+71
Height of retaining walls	About 8 to 28 feet in height
Maximum length of retaining wall	368 lineal feet
Type of retaining wall	Mechanically Stabilized Earth (MSE)

*To be addressed by others and not included in the scope of services for this proposal

Proposal for Geotechnical Engineering Services

East Aztec Arterial Route – Phase 2 CN F100091 ■ Aztec, New Mexico

October 28, 2016 ■ Terracon Proposal No. P69165037 Revision No. 1



Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

Phase II: The following activities will be conducted during the Phase II Studies for the development of the Final Geotechnical and Foundation Reports. The scope of services is based upon information provided by Wilson & Company, Inc., our previous geotechnical engineering reports, review of the 60% Design Plans, and 2014 AASHTO LRFD Specifications, the services to be provided by Terracon are summarized in the following paragraphs. In addition, geologic/geotechnical exploration will follow the requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual.

Based upon our recent site reconnaissance, site access limitations, and our existing geotechnical information, we propose to perform the field exploration services using an ATV drilling rig supplemented by seismic refraction surveys to provide the requested information and analyses.

Prior to initiation of the field work, a geotechnical exploration plan will be developed and submitted to the State Materials Bureau Geotechnical Design Section and Wilson for review and approval.

Seismic Refraction Surveys: Due to anticipated roadway cuts of up to approximately 45 feet and difficult drilling access conditions, we propose to conduct a seismic refraction survey at 9 locations along the proposed roadway alignment to supplement the boring information. The seismic refraction survey will be performed with a two-man crew equipped with a 24 channel seismograph, 24 geophones and a computer to record and to store field data. Forward and reverse seismic traverses will be performed along the survey lines. Field data obtained will be reduced with the SeisImager software program to generate appropriate time-distance curves.

The seismic refraction method of field exploration consists of measuring (at known points along the surface of the ground) the travel time of compressional waves (p-waves) generated by an impulsive energy source, recorded by a detector (geophone). The field data recorded consists of the time it takes the compressional wave to travel from the source to the detectors, and the distance between the detector and the source. Depending upon the hardness and depth of subsurface materials, the travel time of the compressional waves are shortened and refracted quicker as the material becomes harder with depth. One limitation of the seismic refraction method is that the rock layers must increase in density with depth in order to be mapped. While the method is ideally suited for determining the depth to bedrock, the method cannot image rock units of lower density that underlie higher density rock units.

Proposal for Geotechnical Engineering Services

East Aztec Arterial Route – Phase 2 CN F100091 ■ Aztec, New Mexico

October 28, 2016 ■ Terracon Proposal No. P69165037 Revision No. 1



Soil Borings: Based upon the anticipated construction, to assess the subsurface conditions along the project alignment, we propose a total of 10 soil borings at the locations and depths outlined below:

Structure or Element	No. of Borings	Estimated Depth of Borings (feet)*
Phase 2 Alignment and Retaining Walls	10	10 to 50

Our proposal assumes that we will be able to advance the borings to planned depths without encountering auger refusal. If auger refusal is encountered prior to reaching planned boring depths, we will contact NMDOT to determine if coring is necessary. The frequency of the borings is based upon NMDOT specifications. For the planned alignment, one (1) boring is required for about each ¼ mile of roadway length. For the proposed retaining walls, one boring will be advanced for each 200 feet of wall length. One of the roadway alignment borings will also serve as a retaining wall boring, since it will be located within the retaining wall footprint.

Sampling would be in general accordance with NMDOT procedures wherein split-spoon samples or other drive barrel samples are obtained. Disturbed samples may be obtained from the flight of the augers at selected boring locations and intervals. Three samples are typically obtained in the upper 10 feet, and one sample is generally obtained every 5 feet for the remaining depth of the boring. If soft native soils or collapsible/expansive soils are encountered, samples may also be obtained using the ring barreled sampler. A Shelby tube sampler will be used if significant zones of cohesive soils are encountered in the borings

At this time, we anticipate the boring depths proposed will be sufficient to provide shallow and deep foundation recommendations. However, if existing fill and/or soft materials are encountered, boring depths may have to be extended. If during drilling, our field results indicate that the soils may be unsuitable for foundation and pavement support either based on consistency/relative density or existing fill conditions, we will contact you prior to initiating any further drilling activities.

Items to be provided by the client include a project alignment plan and site contact to meet with prior to fieldwork and an awareness and/or location of any private subsurface utilities existing in the area. Also, if there are any other restrictions or special requirements regarding the exploration or exploration areas, these should also be known prior to our commencing field work. We assume that the field work can be performed during normal weekday business hours.

Since the field work will be completed in undeveloped areas, no traffic control will be required. However, if required, we will submit a right-of-way or access permit to the City of Aztec and/or NMDOT for review and approval.

Proposal for Geotechnical Engineering Services

East Aztec Arterial Route – Phase 2 CN F100091 ■ Aztec, New Mexico

October 28, 2016 ■ Terracon Proposal No. P69165037 Revision No. 1



We will contact local utility companies by calling the New Mexico One Call number. It normally requires two (2) to three (3) working days to have utilities located and we often have been required to meet with utility companies on site to show them the proposed boring locations.

We assume that that our borings will be surveyed by the project registered land surveyor prior to our field work and is not included in the scope of services for this proposal.

Laboratory Evaluations – In the laboratory, the following tests will be performed in accordance with NMDOT specifications:

- Water content
- Grain size
- Plasticity
- In-situ density
- Soluble sulfates
- Unconfined compressive strength
- pH
- Resistivity
- Direct shear
- Consolidation/Compression
- Proctor

Soil samples will be visually classified in general accordance with the Unified Soil Classification System (USCS) and the American Association of Highway and Transportation Officials (AASHTO) classification system.

Engineering Analysis – After completion of the field and laboratory testing, the data and conditions will be analyzed and a Final Geotechnical and Foundation Report(s) will be prepared by or under the supervision of a registered professional engineer in the State of New Mexico in accordance with the latest edition of the NMDOT Materials Geotechnical Manual.

As a minimum, the Final Geotechnical Report will include the following:

- Results of field and laboratory testing
- Seismic refraction test results
- Stabilization/densification of unsuitable embankment or native soils to meet serviceability requirements
- Slope stability/steepened slope design
- Mitigation of settlements
- Rock fall mitigation/catchment basins
- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Estimated rock cut quantities
- Suitability of foundation soils or rock to support an embankment or structure
- Groundwater conditions and dewatering requirements
- Special design and treatments (i.e., geotextiles, soil nails, pressure grouting, etc.)

As a minimum, the Final Foundation Report will include the following:

Proposal for Geotechnical Engineering Services

East Aztec Arterial Route – Phase 2 CN F100091 ■ Aztec, New Mexico

October 28, 2016 ■ Terracon Proposal No. P69165037 Revision No. 1



- Recommended most suitable structure foundation and/or retaining wall alternatives
- Results of field and laboratory testing
- MSE retaining wall design recommendations based upon AASHTO design guidelines including bearing capacity, settlement, and global stability
- Stabilization of unsuitable soils to meet serviceability requirements
- Potential MSE reinforced zone wall backfill sources

Schedule – We will begin coordination of field activities upon receipt of notice-to-proceed. We typically perform the field reconnaissance within about one (1) to two (2) weeks after receipt of Notice-To-Proceed (NTP). We can typically perform the borings within about two (2) to three (3) weeks after NTP, pending completion of utility locates, traffic control, permits, and weather conditions. We estimate approximately 5 to 10 days to complete the field work. We anticipate that the Final Geotechnical and Foundation Report(s) can be completed approximately 8 to 12 weeks after NTP operations. The Final Geotechnical and Foundation Report(s) can be completed within 10 days after receipt of comments from the NMDOT.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal, the lump sum total fee would be the following:

ITEM	ESTIMATED LUMP SUM COST*
Final Geotechnical and Foundation Reports	\$68,452.90
Estimated Total Lump Sum Cost*	\$68,452.90

*Excludes New Mexico Gross Receipts Tax (NMGRT).

A cost breakdown of the proposed fee is attached for your review. Please note that the above fees do not include NMGRT. NMGRT will be included at the applicable rate for our locale unless we are provided with a Type 5, Non-Taxable Transaction Certificate (NTTC). Unless instructed otherwise, the invoice will be sent to your attention at the above address.

The lump sum cost includes three (3) copies of our written reports. Any additional services requested after submittal of our final report, beyond those noted, will be invoiced at our current unit rates. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, and send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

Proposal for Geotechnical Engineering Services

East Aztec Arterial Route – Phase 2 CN F100091 ■ Aztec, New Mexico

October 28, 2016 ■ Terracon Proposal No. P69165037 Revision No. 1



If additional drilling is required at the time of the drilling operations, these services will be provided for an additional cost of \$50.00 per foot for auger borings (includes drilling, general laboratory testing and engineering).

D. AUTHORIZATION

This proposal may be accepted by issuing and executing a Wilson & Company, Inc. Subcontract Agreement or amendment with agreed upon terms and conditions.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only two site visits will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Michael E. Anderson".

J. Aaron Ezzell, P.E. (AZ, CO)
Office Manager

Michael E. Anderson, P.E.
Principal

cc: Addressee (1-via email, 2 mail)

Attachment: Cost Breakdown

COST BREAKDOWN

East Aztec Arterial Route Phase 2 (F100091)

Phase II - Final Geotechnical and Foundation Reports (Mainline, Embankments, Retaining Walls)

Terracon Consultants, Inc, Proposal Reference No. P69165037 Revision 1

1. Direct Labor

	Hours		Rate	=	Cost
Senior Principal	0	x	\$66.56	=	\$0.00
Principal Engineer	15	x	\$49.01	=	\$735.15
Sr. Project Engineer	90	x	\$47.59	=	\$4,283.10
Sr. PM/Geologist	120	x	\$37.48	=	\$4,497.60
Project Geologist	0	x	\$33.92	=	\$0.00
Project Engineer	0	x	\$29.97	=	\$0.00
Project Manager	0	x	\$27.81	=	\$0.00
Sr. Staff Geologist	0	x	\$27.52	=	\$0.00
Staff Engineer	0	x	\$23.88	=	\$0.00
Technician V	130	x	\$26.32	=	\$3,421.60
Technician III	0	x	\$17.23	=	\$0.00
Technician II	65	x	\$14.61	=	\$949.65
CAD Operator	10	x	\$24.38	=	\$243.80
Admin/Clerical	10	x	\$18.19	=	\$181.90
Total Direct Labor					\$14,312.80

2. Labor Overhead of Item 1 **\$28,156.14**
196.72%

3. Negotiated Fee "Profit" of Items 1 & 2 **\$5,520.96**
13%

4. Subconsultants
Elite Drilling \$16,100.00

\$16,100.00

Total Subconsultants

5. Direct Expenses	0	x	LS	=	\$0.00
Printing & Reproduction	1	x	LS	=	\$500.00
Seismic Equipment	5	x	\$250.00		\$1,250.00
Slope Access Equipment	1	x	LS	=	\$750.00
Rental Car	0	x	\$200.00	=	\$0.00
Air Fare	0	x	\$750.00	=	\$0.00
Mileage	900	x	\$0.57	=	\$513.00
Lodging Per Diem	10	x	\$100.00	=	\$1,000.00
Meals & Per Diem (Full Day)	10	x	\$35.00	=	\$350.00

Total Direct Expenses **\$4,363.00**

6. Total Cost **\$68,452.90 ***

*Does not include applicable taxes

Staff Summary Report

MEETING DATE: December 20, 2016

AGENDA ITEM: VIII. CONSENT AGENDA (G)

AGENDA TITLE: Resolution 2016-1030 Write Off of Uncollected Utility Accounts

ACTION REQUESTED BY: Finance Department

ACTION REQUESTED: Approval

SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- State Statute 3-37-7, NMSA provides for the removal of uncollectable utility accounts from the Utility Accounts Receivable listing of the City. The governing body must approve this action. The attached list includes accounts more than four years old and considered uncollectable due primarily to age, but may also include death of the debtor or bankruptcy.
- The total write off amount is \$18,796.73 and includes 73 accounts final billed through December 20, 2012, 3 bankruptcies and 3 accounts with the responsible party deceased. All remaining Utility Account Receivables will be less than four years old.
- As a comparison, the write-off amounts for the prior 4 years are below:

Fiscal Year	Write Off Time Period	Amount	Write Off Time Period	Amount	Total Write Off
FY2013	Dec 31, 2008	101,113.07			101,113.07
FY2014	June 30, 2009	26,860.07	June 15, 2010	53,311.88	80,171.95
FY2015	Dec 31, 2010	19,745.62	June 15, 2011	26,547.89	46,296.51
FY2016	Dec 31, 2011	22,088.63	June 30, 2012	21,513.73	43,602.36
FY2017	Dec 31, 2012	18,796.73			18,796.73

FISCAL INPUT / FINANCE DEPARTMENT

- The utility accounts will be written off against the allowance which is calculated based on annual utility accounts receivable using a % based on the averages of aged (current, 30, 60, and 90 day) receivables since January 1990. The utility allowance for uncollectible accounts as of December 9, 2016 is \$285,338. This write off, totaling \$18,796.73, represents 6.6%
- As of November 30, 2016, total utility accounts outstanding totaled \$845,336.32. Of this amount, \$176,560.87 was over 90 days past due (20.9% of total accounts). By utility, the over 90 day balances consist of:
 - Electric utility: \$ 97,142.79 55.02%
 - Water utility: \$ 32,407.01 18.35%
 - Sewer utility: \$ 32,115.20 18.19%
 - Trash \$ 14,895.87 8.44%

- Actual collection averages for utility accounts are:
 - 87.05% of current billings are collected within 30 days of billing;
 - 91.21% of accounts over 30 days are collected;
 - 36.84% of accounts over 60 days are collected; and
 - 0% of accounts over 90 days are collected.
- For fiscal year ending June 30, 2017, annual utility revenues are estimated to be \$9.0 million and the adopted budget includes \$85,400 (less than 1% of annual billing) for the current year write off expense which will establish the allowance for actual write offs in four years.

SUPPORT DOCUMENTS:

1. Resolution 2016-1030
2. Schedule of Accounts to Write Off

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2016-1030
Uncollectable Utility Accounts.

Resolution 2016-1030
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

Account Number	Account Number	Service Address	Last Billing Date	Balance Due
9159	JONES RUTH	201 Mesilla DR APT 2	08/01/12	\$ 87.18
28316	VALENCIA ESTHER	309 Blanco ST	10/10/12	\$ 381.61
38718	BEDDOE CHARLES	801 S Rio Grande AVE	07/16/12	\$ 347.08
41897	WALSH JUDITH	401 S Park AVE APT F-5	07/31/12	\$ 125.97
45278	STOVER BRIAN	524 Rio Pecos RD APT 2	07/11/12	\$ 53.18
45602	GREEN BETTY	508 Lovers LN	08/27/12	\$ 319.29
46447	CLELLAND DENVER/DEBR	3517 Rhodes DR	07/18/12	\$ 404.41
46799	BYRD JOE	400 N Light Plant RD TRLR	10/10/12	\$ 313.54
47203	HICKS MARCUS	601 Navajo AVE APT 211	08/29/12	\$ 54.85
47225	VELARDE ALBERT	409 Bunker AVE # B	10/10/12	\$ 83.92
48576	GILLELAND BRIENNA	411 Swire AVE	11/29/12	\$ 344.40
49271	SCHURMAN CHRISTEE	510 Ruins RD TRLR 36	07/16/12	\$ 307.98
49303	OWENS SERENA R.	306 Mesilla DR APT 1	12/06/12	\$ 277.47
49333	GUTIERREZ KATHLEEN	1216 W Aztec BLVD SPC 48	09/12/12	\$ 323.82
49462	HARLESS L SARAH	1216 W Aztec BLVD TRLR 26	09/12/12	\$ 395.67
49637	DRAKE JENNIFER	315 Bunker AVE	08/02/12	\$ 191.60
49671	HOLMES PATRICK	300 Mesilla DR APT 2	07/10/12	\$ 82.44
49723	ATROUZ MUHAMMED	1114 W Aztec BLVD TRLR 25	09/10/12	\$ 256.30
49752	PESHLAKAI DEBRA M	500 Ruins RD TRLR 14	07/31/12	\$ 425.01
49849	ARCHULETA LISA M	601 Montgomery LN	08/08/12	\$ 246.84
49855	COLLINS JEREMY	1009 Rio Hondo RD	09/04/12	\$ 336.32
49934	PATIENT RICHARD	601 Navajo AVE APT 206	10/01/12	\$ 85.88
50252	SANDERS MARK	911 S Rio Grande AVE	07/30/12	\$ 301.52
50444	BRADY JASON	1001 Townsend AVE	10/10/12	\$ 517.20
50445	ARNOLD CRYSTAL/RYAN	3513 Rhodes DR	07/18/12	\$ 315.47
50544	SPALDING STEPHANI DANETTE	304 Robinson AVE	10/03/12	\$ 224.64
50702	COGHILL BRANSON	400 N Light Plant RD TRLR	12/11/12	\$ 503.29
50715	SALAZAR REBECCA	1216 W Aztec BLVD TRLR 2	08/08/12	\$ 93.48

Resolution 2016-1030
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

50754 STEVENS JERI	97 Road 2595	09/25/12	\$	75.43
50758 SHERMAN JOHN	1216 W Aztec BLVD TRLR 19	12/17/12	\$	245.91
50827 WILSON DONNA	513 Ruins RD	11/05/12	\$	5.62
50900 HARDIN ROSETTA	509 Kiva AVE	08/08/12	\$	215.83
50903 FOSTER STEVEN	500 Ruins RD TRLR 19	11/12/12	\$	216.41
50945 SANDERS ERICA	305 Mesilla DR APT 3	10/10/12	\$	1,084.62
51006 DISWOOD AMBER	507 Dillon ST	07/18/12	\$	328.99
51037 POVEY BRYAN J	105 W Chaco ST APT D	07/12/12	\$	0.56
51041 CHARLEY ALYSIA	526 Rio Pecos RD APT 4	11/06/12	\$	102.98
51052 BIA SALPHINA	409 Swire AVE	08/08/12	\$	587.75
51099 SAUNDERS MICHAEL	201 E Chaco ST	08/02/12	\$	758.26
51111 REIDHEAD JOHN	504 S Main AVE	08/06/12	\$	642.62
51138 EMANUEL ROGER	1114 W Aztec BLVD TRLR 18	08/06/12	\$	106.62
51200 DUPONTE AMY E.	709 Pioneer AVE	08/14/12	\$	236.95
51203 ROTH JENIFER	400 N Light Plant RD TRLR	08/28/12	\$	77.79
51227 KENNEDY CLAIRE	413 N Church AVE	09/27/12	\$	260.66
51241 ROUNDTREE CASEY	1 Road 3002	11/14/12	\$	61.40
51271 FOSTER EDWARD	1110 W Aztec BLVD APT 9	07/09/12	\$	225.26
51288 SALAZAR TENNANT DONNA	321 N Light Plant RD	11/12/12	\$	103.11
51307 BEDAH AUTUMN	309 Mesilla DR APT A	08/08/12	\$	88.41
51324 PERKINS JESSIE	1110 W Aztec BLVD APT 6	09/12/12	\$	116.55
51333 CHABOT RACHEL	1110 W Aztec BLVD APT 10	08/22/12	\$	98.09
51341 SCHLAUGER TYLER	506 S Park AVE APT 1	12/05/12	\$	5.79
51350 STINSON TINA	526 Rio Pecos RD APT 2	09/06/12	\$	187.18
51372 NAKAI LORETTA	116 N Church AVE APT 1	07/23/12	\$	212.86
51380 JOHNSON LAURA C	601 Navajo AVE APT 511	07/02/12	\$	0.86
51381 CORK ANASTACHIA	524 Rio Pecos RD APT 6	08/08/12	\$	292.01
51393 GARCIA JULIAN P	300 N Rio Grande AVE	08/08/12	\$	352.67
51400 DAVIDSON BLAINE	400 N Light Plant RD TRLR	07/18/12	\$	229.39

Resolution 2016-1030
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

51406 WEHW JEANA	101 Falcon BLF	12/20/12	\$	21.99
51407 DIAHKAH SUDUL	308 Mesilla DR # B	09/12/12	\$	252.41
51417 BOWMAN TYLER L	302 Mesilla DR APT 2	12/06/12	\$	209.63
51418 PADILLA DAISY	553 E Zia ST	10/01/12	\$	221.11
51440 HANNER RON	205 Heritage LN	10/10/12	\$	673.62
51448 DUNLAP TIM	531 Kiva AVE	07/16/12	\$	208.12
51455 STILSON CELESTE	721 Sabena ST	10/10/12	\$	313.47
51460 WHITING NICOLE	504 Lovers LN	07/18/12	\$	56.29
51482 CROWDER JIM	1216 W Aztec BLVD TRLR 31	07/18/12	\$	212.09
51520 EVERETT TIMBER Y	400 N Light Plant RD TRLR	08/07/12	\$	257.15
51544 CAMPBELL CHRISTOPHER	48 Road 2598	10/15/12	\$	56.37
51630 PONTHEUX KENNETH	400 N Light Plant RD TRLR	11/14/12	\$	345.67
51638 MORRIS KIMBERLY	507 White AVE	10/01/12	\$	85.07
51639 WILLIAMS ALISHA	1008 Rio Hondo RD	11/21/12	\$	0.10
51689 HUBBARD CASI	1110 W Aztec BLVD APT 10	12/10/12	\$	29.26
51710 MONK RANDALL	1216 W Aztec BLVD TRLR 42	12/31/12	\$	168.56
15032 DC DURAN ELUID	813 La Plata AVE	06/13/16	\$	169.86
48315 DC RAGSDALE CHRISTINA	400 N Light Plant RD TRLR	07/20/16	\$	155.06
49378 BR BROWN ZACHARY	3308 J F Scott DR	06/09/14	\$	383.15
50956 DC BADONI RENA	530 Rio Pecos RD APT 4	08/30/16	\$	68.46
51782 BR FARRELL CRYSTAL	210 Hesperus AVE	03/28/16	\$	141.03
53027 BR BRADLEY BILLIE	806 Baird CIR	10/12/15	\$	447.32

\$ 18,796.73

OF ACCOUNTS TO WRITE OFF 79

OF ACCOUNTS DISCHARGED DUE TO BANKRUPTCY 3

OF ACCOUNTS DUE TO DECEASED CUSTOMER 3

AVG BALANCE DUE PER ACCOUNT (AFTER DEPOSITS APPLIED) \$ 237.93

Resolution 2016-1030
Write Off Inactive Utility Accounts
Over Four Years Old + Bankruptcy and Deceased Accounts

ESTIMATED WRITE OFF AMOUNTS TO FY 2020

JUNE 2017: JULY 2012 - JUNE 2013	\$	33,661.06
JUNE 2018: JULY 2013 - JUNE 2014	\$	44,358.61
JUNE 2019: JULY 2014 - JUNE 2015	\$	47,429.57
JUNE 2020: JULY 2015 - JUNE 2016	\$	46,121.81

RESOLUTION 2016-1030

UNCOLLECTIBLE UTILITY ACCOUNTS

WHEREAS, The City of Aztec Finance Department has set up utility accounts and provided service to the referenced customers on the attached schedule; and

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

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

WHEREAS, it is the objective of the City of Aztec Finance Department to maintain accurate financial records of the City, including an accurate balance of the City's Accounts Receivable.

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

ADOPTED AND APPROVED THIS 20th day of December 2016.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE: 12/20/2016

AGENDA ITEM: XI. BUSINESS ITEM (A)

AGENDA TITLE: Customer Generation "CG" agreement between City of Aztec and Aztec Municipal School District. (McCoy Elementary)

ACTION REQUESTED BY: Ken George, Electric Director

ACTION REQUESTED: Approval of Customer Generation " CG" agreement between City of Aztec and Aztec Municipal School District. (McCoy Elementary)

SUMMARY BY: Ken George

PROJECT DESCRIPTION / FACTS

- The Aztec Municipal School District and the City of Aztec Electric Dept. have negotiated an agreement to allow the Aztec School District to interconnect a Solar Generation System located at 901 N McCoy Ave, ie; McCoy Elementary.
- The agreement is based on the solar agreement the City has in place with The Aztec Municipal School District and Hydro Pure.
- This agreement allows the School District to install a solar installation up to 149 kilowatts Direct Current output.
- Contract term is for 7 (seven) years to coincide with the City's current purchase power contract with ability to extend for three, seven year terms giving the agreement the same term in life as the expected life of the project of 28 years.
- It should be noted that the City is currently working with Raftelis Financial Services on a cost of service study and rate study. Chances are the terms within this and other agreements like this one will change once Raftelis has gathered the information and made recommendation regarding "CG" systems connected to our Electrical System. (KBG)

FISCAL INPUT / FINANCE DEPARTMENT

It is estimated the City Electric Utility will lose \$20,000.00 in annual revenue due to the installation of this solar site.

SUPPORT DOCUMENTS: Customer Generation Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move To approve the "Interconnection and Parallel Operation of Customer Generation" agreement between the City of Aztec and the Aztec Municipal School District for 901 McCoy Ave, McCoy Elementary School.

**City of Aztec
Agreement for Interconnection
and Parallel Operation
of Customer Generation System
and Net Energy Metering**

Customer

Name: **Aztec Municipal School District**
Address: 1118 W Aztec Blvd Aztec, NM 87410
Service for; McCoy Elementary
901 McCoy Ave
Phone Number: 505-334 - 9474
Utility Account #: 16872

System Installer Information

Name: **Affordable Solar Installation, Inc**
Address: 4840 Pan American East FWY NE, Albuquerque NM 87109
Phone Number: 505-944-4220

State Licensed Electrician

Name: **Affordable Solar Installation, Inc**
Address: 4840 Pan American East FWY NE, Albuquerque NM 87109
Phone Number: 505-944-4220
NM Lic #: EE98 365964

This Agreement for Interconnection and Parallel Operation of Customer Generation system and Net Energy Metering here in known as "CG" system ("Agreement") is made and entered this 13th day of December, 2016, by and between the City of Aztec, New Mexico ("City") and Aztec Municipal School District ("Customer") together, the "Parties".

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Section 1. Scope and Purpose of Agreement

This Agreement describes the conditions under which the City and the Customer agree that the Customer Renewable Generation System described in Exhibit A ("CG System") may be interconnected to and operated in parallel with the City's electric distribution system. This agreement also describes the costs, credits, and terms of billing and payment the City and Customer agree will govern the purchase from the City and the credit applied to the Customer's account with the City energy delivered to the Customer from the City's distribution system and produced in excess of the Customer's consumption and delivered to the City's distribution system from the CG System, respectively. The following exhibit is incorporated and made a part of this Agreement:

Exhibit A: Description of "CG" system

- Manufacturer's data and specifications for all equipment (must be UL listed) including test reports and certifications, voltages, wire sizes, metering and circuit protection.
- A site plan, including the geographic location of the site and wiring diagram detailing all connections to the service and proposed location of equipment on structure.
- Manufacturer recommended maintenance schedule and expected life of equipment.
- A name, Email address and phone number of the designing group or engineer for technical questions related to the electrical portions of the proposed installation.

Section 2. Term and Termination

1. The term of this Agreement begins on the date first set forth in the introductory clause, above (regardless of the date that the Customer is authorized to interconnect the "CG" system) and continues for a seven (7) year term, renewable with consent of both parties for three (3) additional seven (7) year terms. Either party may terminate this agreement pursuant to the provisions within.
2. Either party may terminate this Agreement at any time by providing 120 days written notice to the other party for just cause, relating but not limited to; financial, electrical, structural conditions.
3. In the event; the City of Aztec Electrical Director or City Engineer determines the interconnection is adversely affecting City's ability to provide quality power. The Electric Director or City Engineer has the ability to immediately disconnect the customers' interconnection from the City distribution system.
4. The City may terminate this Agreement for violation of this Agreement that has not been corrected by the Customer within 120 days of written notice of such violation.
5. This Agreement will extend to new owner upon the sale of the Customer's premises for 120 days . A new agreement shall be instituted with the new owner of the premise within the 120 days of closing and the new owner setting up utility billing with the City.
6. At the time of termination of this Agreement for any reason, the City of Aztec may perform lock out procedures to disconnect the Customer's "CG" system from the City's electric distribution system.

Section 3. Summary and Description of Customer's CG system to be Included in Exhibit A

The CG System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth in Exhibit A. Noted however, the meter socket and related electrical connects are part of the "CG" system and are the responsibility of the Customer (*i.e.*, all equipment from the main disconnect except the meter is Customer equipment).

1. The capacity of the "CG" system is shall not exceed 149 kW DC.
2. The expected date of initial operation of the "CG" System is June 1 2017.

Section 4. Installation and Permitting

1. The Customer and the "CG" system must comply with all applicable current National Electric Code (NEC), UL and IEEE requirements, including, but not limited to: UL 1741 – Inverters, Converters, and Controllers for Use in Independent Power Systems and IEEE Standard 1547 " Standard for Interconnecting Distribution Resources with Electric Power Systems".
2. The Customer or its contractor shall construct the "CG" system as specified in Exhibit A.
3. The Customer, at the Customer's expense, must pay for any additional equipment and or labor required to interconnect, test or evaluate the CG System as it pertains to the operations of the City's electric distribution system including any cost the City may incur in hiring an outside Electrical Engineer, engineering firm or specialized contractor before or after the "CG" system is in operation.
4. The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the "CG" system and obtain and maintain any government authorizations or permits required for the operation of the "CG" system. The Customer must reimburse the City of Aztec for any and all losses, damages, claims, penalties, or liability the City may incur as a result of the Customer's failure to maintain any equipment and / or obtain or to maintain any authorizations and/or permits required for construction and operation of the Customer's "CG" system.

Section 5. Warranty is Neither Expressed nor Implied

The City's inspection and approval, if any, of the "CG" system is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer or leased by the Customer from third parties, including without limitation the "CG" system and any structures, wires, appliances, or devices appurtenant thereto.

Section 6. Indemnity and Liability

1. The Customer releases and agrees to indemnify, defend, and hold harmless the City of Aztec, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Customer's activities, actions, or omissions under this Agreement.
2. Nothing in this Agreement shall be construed as a waiver by the City of Aztec of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City of Aztec under State or Federal law.

Section 7. Location of CG System

The "CG" system will be installed at the Customer's premises located at/in the physical location specified or depicted in the attached Exhibit A. The Customer must not relocate and interconnect the "CG" system at another premises or physical location without the City of Aztec Electrical Director's prior written consent, if such consent is given, the Parties shall cooperate to amend this Agreement to allow for interconnection at the alternate location. In the event that such consent is given, any relocation and installation of the "CG" system will be at the Customer's sole expense.

Section 8. Metering

The City of Aztec shall direct and over see the installation, at the customer's expense, a metering system at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes. This system will be suited for the electrical rate class for the service provided.

Section 9. Billing

1. The City shall read and maintain the meter, associated equipment and all related billing records on monthly bases. Net Kwh billing shall be monthly comprised of one bidirectional CG meter, delivering power to the Customer in the forward direction and receiving power from the customer in the reverse direction.
2. The Customer shall be billed monthly a fee of \$150.00 (one hundred fifty dollars).
3. The Customer shall be billed the current commercial rate for power delivered to the Customer from the Cities power distribution grid.
4. The City will pay or credit the Customer at a rate of \$00.05 (five cents) / Kwh for all power received from the Customer back to the Cities power distribution system monthly.
5. The terms within this section may be changed at the option of the City, if the City of

Aztec establishes new or adjusted commercial or "CG" rate(s) in order to bring this agreement in compliance with future rate's and fee's established by the Aztec City Commission. If the City elects to change the terms in this section of this agreement, the City will notify the Customer in writing at the billing address on record 60 days prior to the new rate and / or fees going into effect.

Section 10. Access to Premises

The Customer hereby grants, and shall permit and facilitate access to the Customer's premises at all time to the City for the purpose of conducting any investigation, repair or inspection of the "CG" system and interconnection as pertaining to the City's electric distribution system.

Section 11. Maintenance of Equipment; Safety

The Customer, at the its sole cost and expense, shall install, operate, and maintain the "CG" system, including, but not limited to, all over-current protective equipment, voltage regulation and harmonic output, in a safe and prudent manner and in conformance with all applicable laws, codes, and regulations, including, but not limited to, those listed. The Customer shall retain all records for such maintenance. These records shall be available to the City of Aztec for inspection upon written request.

Section 12. Interruption or Reduction of Deliveries; Disconnect

1. The City may require the Customer to interrupt or reduce deliveries: (1) when necessary in order that the City may construct, install, maintain, repair, replace, remove, investigate, or inspect any of the its equipment or part of its electric system; or (2) if the City determined that curtailment, interruption, or reduction is necessary because of emergencies or compliance with good electrical practices as determined by the Aztec Electric Director or City Engineer. To the extent reasonably practicable, the City shall give the Customer notice prior to any interruption or reduction of deliveries.
2. Notwithstanding any other provision of this Agreement, if at any time the City determines that the "CG" system may endanger the public and or personnel, or that the continued operation of the Customer's "CG" system may endanger the integrity of the City's electrical distribution system, the City has the right to disconnect the Customer's "CG" System from the City's electrical distribution system. When the City disconnects the "CG" System on the basis of a determination of endangerment, it retains the right to keep the "CG" System in a disconnected state until such time as the City of Aztec Electric Director or City Engineer is satisfied that the condition(s) that formed the basis for the determination of endangerment have been corrected.

Section 13. Force Majeure

Neither party will be liable for delays in performing its obligations under this agreement to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

Section 14. Compliance with Ordinances and Regulations

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City of Aztec laws, rules, statutes, or ordinances.

Section 15. Miscellaneous

1. The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.
2. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties and supersedes all previous written or oral communications, understandings, and agreements between the Parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both Parties.

Acknowledgements Regarding Agreement

By signing below, the Customer acknowledges understanding of the terms of this Agreement and that the Customer may not interconnect the "CG" System to the City of Aztec's electric distribution system until the City has received written authorization to connect from the appropriate electrical inspector.

The parties have executed this Agreement as of the date first above written.

City of Aztec, New Mexico

By:

Sally Burbridge, Mayor

ATTEST:

Karla Saylor, City Clerk

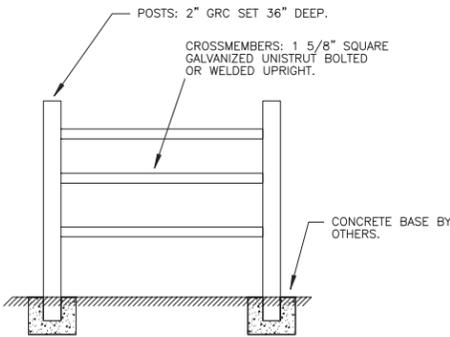
Customer

Customer

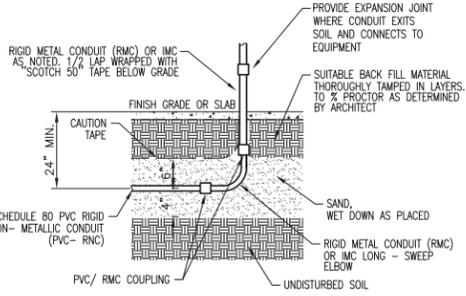
Title

Date

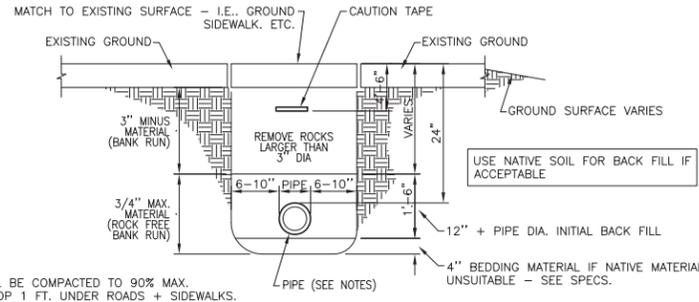
Exhibit A



D1 UNISTRUT RACK DETAIL
SCALE: NOT TO SCALE



D2 UNDERGROUND CONDUIT DETAIL
SCALE: NOT TO SCALE



NOTE: ALL BACK FILL SHALL BE COMPACTED TO 90% MAX. DENSITY AND 95% FOR THE TOP 1 FT. UNDER ROADS + SIDEWALKS. (STD. PROCTOR DENSITY)

C1 STANDARD TRENCH CROSS SECTION
SCALE: NOT TO SCALE

CONTRACT DOCUMENTS

ORIGINAL CONTRACT DOCUMENTS FOR THIS PROJECT WERE PREPARED BY SOLAR PERMIT SERVICES (SPS) DATED 3/25/2016 AND HAVE BEEN AMENDED BY M, E AND E ENGINEERING AS INDICATED ON THE SHEET INDEX BELOW AND SPECIFICATION SECTIONS LISTED BELOW. M, E AND E ENGINEERING ASSUMES RESPONSIBILITY FOR ONLY SHEETS E101 AND E501 OF THE PLANS, AND SPECIFICATION SECTIONS LISTED BELOW.

SPECIFICATION DIVISION 26 ELECTRICAL:

26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL
 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
 26 20 00 - LOW VOLTAGE ELECTRICAL TRANSMISSION
 26 31 00 - PHOTOVOLTAIC ENERGY SYSTEMS

M, E AND E ENGINEERING DRAWINGS:

E100 : SITE PLAN
 E501 : ELECTRICAL RISER

AMENDED SOLAR PERMIT SERVICES DRAWINGS:

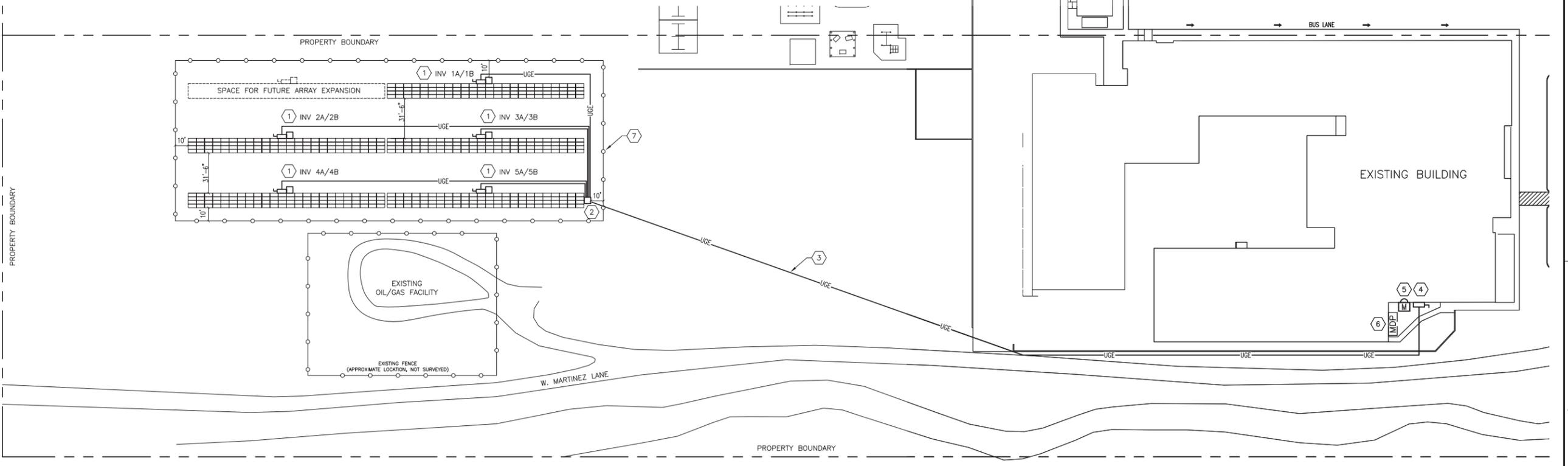
SPS-1. COVER PAGE: Replaced by new sheets E100 and E501.
 SPS-2. PLOT PLAN: Replaced by new sheets E100 and E501.
 SPS-3. ELECTRICAL DIAGRAM: Replaced by new sheets E100 and E501.
 SPS-4. STRUCTURAL SIDE VIEW: Retain sheet, but strike text referring to quantities of modules in the array. Retain sheet.
 SPS-5. MODULES SHEET: Retain sheet.
 SPS-6. MODULES CERTIFICATE: Replaced by new sheets E100 and E501.
 SPS-7. MICROINVERTER: Replaced by new sheets E100 and E501.
 SPS-8. RAILS SHEET: Retain sheet.
 SPS-9. RAILS CERTIFICATE 1: Retain sheet.
 SPS-10. RAILS CERTIFICATE 2: Retain sheet.
 SPS-11. ULA ATTACHMENTS: Retain sheet.
 SPS-12. ULA STRUCTURAL DETAIL1: Retain sheet.
 SPS-13. ULA STRUCTURAL DETAIL2: Retain sheet.
 SPS-14. ULA CERTIFICATE: Retain sheet.
 SPS-16. WARNING LABELS: Replaced by new sheets E100 and E501.
 SPS-17. PLACARD: Replaced by new sheets E100 and E501.

GENERAL NOTES

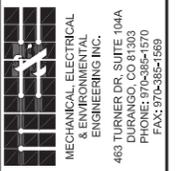
- APPLICABLE CODES:
 - 2009 NEW MEXICO COMMERCIAL BUILDING CODE
 - 2009 BUILDING CODE (BC)
 - 2009 EXISTING BUILDING CODE (IEBC)
 - 2009 ENERGY CONSERVATION CODE (IECC)
 - 2014 NATIONAL ELECTRICAL CODE (NEC)
- ARRAY TILT : 30 DEGREES. ARRAY AZIMUTH: 180 DEGREES.
- SEE BOUND SPECIFICATION BOOK FOR DETAILED INSTALLATION REQUIREMENTS.
- PV SYSTEMS SHALL ONLY BE INSTALLED BY QUALIFIED PERSONS, PER NEC 690.4 (E).

KEYED NOTES

- DUAL MTTP INVERTER AND DISCONNECT. MOUNT ON UNISTRUT RACK. SEE RISER AND MOUNTING DETAIL.
- AC COMBINER PANEL. MOUNT ON UNISTRUT RACK. SEE RISER AND MOUNTING DETAIL.
- UNDERGROUND RUN FROM AC COMBINER PANEL TO NEW DISCONNECT, PLUS BARE GROUNDING ELECTRODE CONDUCTOR OUTSIDE CONDUIT. SEE FEEDER SCHEDULE AND TRENCH DETAILS. PROVIDE TRENCHING, BACKFILL, AND PAVEMENT PATCHING.
- NEW PV SOURCE DISCONNECT, MOUNTED ON BUILDING IN NEMA 3R ENCLOSURE. SEE RISER.
- NEW PRODUCTION METER. COORDINATE WITH UTILITY.
- EXISTING MDP. ADD BREAKFEED BREAKER AND CONNECT PV SOURCE. SEE RISER DIAGRAM.
- PV ARRAY SYSTEM SHALL BE ENCLOSED BY A DEDICATED 7 FT TALL CHAIN LINK FENCE WITH LOCKABLE GATE, SO THAT EQUIPMENT IS ACCESSIBLE ONLY TO QUALIFIED PERSONS (PER NEC 110.31). FENCE SHALL HAVE A MINIMUM OF 10' CLEARANCE FROM ALL PV EQUIPMENT. PROVIDE PERMANENT SIGNS ON OUTSIDE OF FENCE READING "DANGER: HIGH VOLTAGE," SUCH THAT AT LEAST ONE SIGN IS READABLE FROM ALL POINTS ALONG THE FENCE. CLEAR ALL TREES AND BRUSH WITHIN FENCED AREA.



A1 MCCOY ELEMENTARY SITE PLAN
SCALE: 1"=40'-0"



JOHN C. LYLE
 NEW MEXICO
 12739
 REGISTERED PROFESSIONAL ENGINEER
 2016-06-03

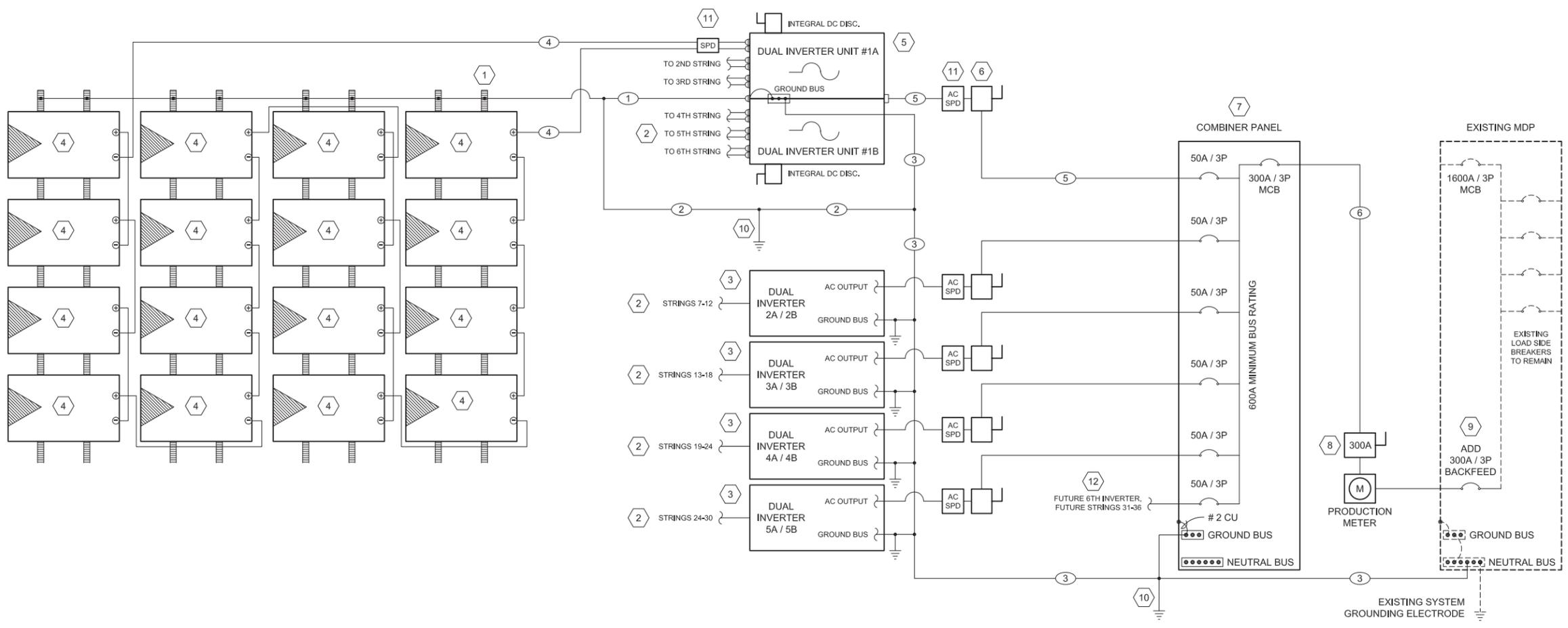
AZTEC MUNICIPAL SCHOOL DISTRICT
 PHOTOVOLTAIC SYSTEM
 MCCOY ELEMENTARY SCHOOL
 AZTEC, NEW MEXICO

MARK	DATE	DESCRIPTION
1	5-13-16	95% CD REVIEW
2	6-3-16	100% CD
3		
4		
5		
6		

PROJECT NO: 1607.1
 CAD DWG FILE:
 DRAWN BY: NE
 CHECKED BY: JL
 COPYRIGHT MECHANICAL ELECTRICAL & ENVIRONMENTAL ENGINEERING, INC. 2014

SHEET TITLE:
 SITE PLAN

E100



CALCULATION SUMMARY : PRESENT			
PANEL SPECIFICATIONS		INVERTER SPECIFICATIONS	
Watts:	325 W	Inverter Max Voltage:	1000 V
Voc:	46.1 V	Inverter Min Voltage:	188 V
Vmp:	37.8 V	Inverter Max Output:	30000 W
Imp:	8.6 A	AC Output Voltage:	480 V
Isc:	9.2 A	AC Output Phases:	3
TkVoc:	-0.33%/degC	-0.162 V/degC	
TkImp:	0.032%/degC	0.003 A/degC	
TkPmp:	-0.45%/degC	-0.170 V/degC	
CLIMATE DATA		ARRAY CONFIGURATION	
Tstc:	25 deg C	# Panels / String:	16
Tmin:	-17 deg C	# Strings / MTTP:	3
Tmax:	35 deg C	# MTTP / Inverter:	2
Tadd:	25 deg C	# Inverters / Combiner:	5
RESULTS			
Total # Panels:	480	Max DC Amps / String:	11.5
Max kW DC:	156 kW	Max AC Amps / Inverter:	36.1
Max kW AC:	150 kW	Max AC Amps / Combiner:	180.4
Max Panel Voc:	52.49 V		
Min Panel Vmp:	31.85 V		
Max String Voltage:	840 (confirmed less than inverter max voltage)		
Min String Voltage:	510 (confirmed greater than inverter min voltage)		

CALCULATION SUMMARY : FUTURE			
PANEL SPECIFICATIONS		INVERTER SPECIFICATIONS	
Watts:	325 W	Inverter Max Voltage:	1000 V
Voc:	46.1 V	Inverter Min Voltage:	188 V
Vmp:	37.8 V	Inverter Max Output:	30000 W
Imp:	8.6 A	AC Output Voltage:	480 V
Isc:	9.2 A	AC Output Phases:	3
TkVoc:	-0.33%/degC	-0.162 V/degC	
TkImp:	0.032%/degC	0.003 A/degC	
TkPmp:	-0.45%/degC	-0.170 V/degC	
CLIMATE DATA		ARRAY CONFIGURATION	
Tstc:	25 deg C	# Panels / String:	16
Tmin:	-17 deg C	# Strings / MTTP:	3
Tmax:	35 deg C	# MTTP / Inverter:	2
Tadd:	25 deg C	# Inverters / Combiner:	6
RESULTS			
Total # Panels:	576	Max DC Amps / String:	11.5
Max kW DC:	187 kW	Max AC Amps / Inverter:	36.1
Max kW AC:	180 kW	Max AC Amps / Combiner:	216.5
Max Panel Voc:	52.49 V		
Min Panel Vmp:	31.85 V		
Max String Voltage:	840 (confirmed less than inverter max voltage)		
Min String Voltage:	510 (confirmed greater than inverter min voltage)		

RISER LEGEND	
—	NEW OR MODIFIED IN THIS PROJECT
- - - - -	EXISTING TO REMAIN
	EXISTING TO BE DEMOLISHED

- | RISER GENERAL NOTES | |
|---------------------|--|
| 1. | STRUCTURAL AND CIVIL ENGINEERING DESIGN RELATED TO PANEL MOUNTING AND FOUNDATION IS BY OTHERS. THIS DRAWING ONLY PERTAINS TO THE ELECTRICAL DESIGN OF THIS SYSTEM. |
| 2. | ALL UNDERGROUND CONDUIT TO BE SCHEDULE 80 PVC, ALL EXPOSED EXTERIOR CONDUIT TO BE RIGID STEEL. |
| 3. | THIS DIAGRAM IS SCHEMATIC, AND NOT INTENDED TO SPECIFY CONDUIT ROUTING OR FEED SIDE OF PANELS. |
| 4. | WHERE ALUMINUM FEEDERS ARE SPECIFIED, VERIFY THAT ASSOCIATED PANELS ARE RATED FOR ALUMINUM CONDUCTORS. |
| 5. | TERMINAL SCREWS ON ALL ALUMINUM FEEDERS SHALL BE TORQUED TO CONDUCTOR MANUFACTURER'S SPECIFICATIONS AT CONSTRUCTION, AND RE-TORQUED 90 DAYS AFTER COMMISSIONING. |

FEEDER SCHEDULE									
#	FEEDER ID	DESCRIPTION	TYPE	MAX AMPS (PRESENT)	MAX AMPS (FUTURE)	REQUIRED AMPACITY	LENGTH (WORST CASE)	VOLTAGE DROP (CUMULATIVE)	CONDUCTORS
	1	PANEL RACK GROUNDING TO GROUNDING BUS	EGC	N/A	N/A	N/A	N/A	N/A	# 6 CU (BARE)
	2	COMMON GROUND CONDUCTOR TO GROUND ROD	GEC	N/A	N/A	N/A	N/A	N/A	# 6 CU (BARE)
	3	GROUNDING ELECTRODES TO EACH OTHER AND EQUIP.	GEC	N/A	N/A	N/A	N/A	N/A	# 3/0 CU (BARE, DIRECT BURY)
	4	PANEL OUTPUT * TO INVERTER	DC	11.5	11.5	14.4	160	< 1.0%	# 10 CU (THHN / THWN-2) IN 3/4" RMC *
	5	INVERTER OUTPUT TO COMBINER PANEL	AC + EGC	36.1	36.1	45.1	310	1.0%	(4) # 1 AL + # 8 AL GROUND IN 2" PVC
	6	COMBINER PANEL TO EXISTING MDP	AC + EGC	180.4	216.5	270.6	720	3.4%	(4) 500 MCM AL + # 2 AL GROUND IN 3.5" PVC

* For connection to PV module, provide weatherproof splice box and transition from THHN / THWN-2 (in conduit) to PV wire / USE-2 / RHW-2 (exposed). Bond conduit to enclosures per NEC 250.97.

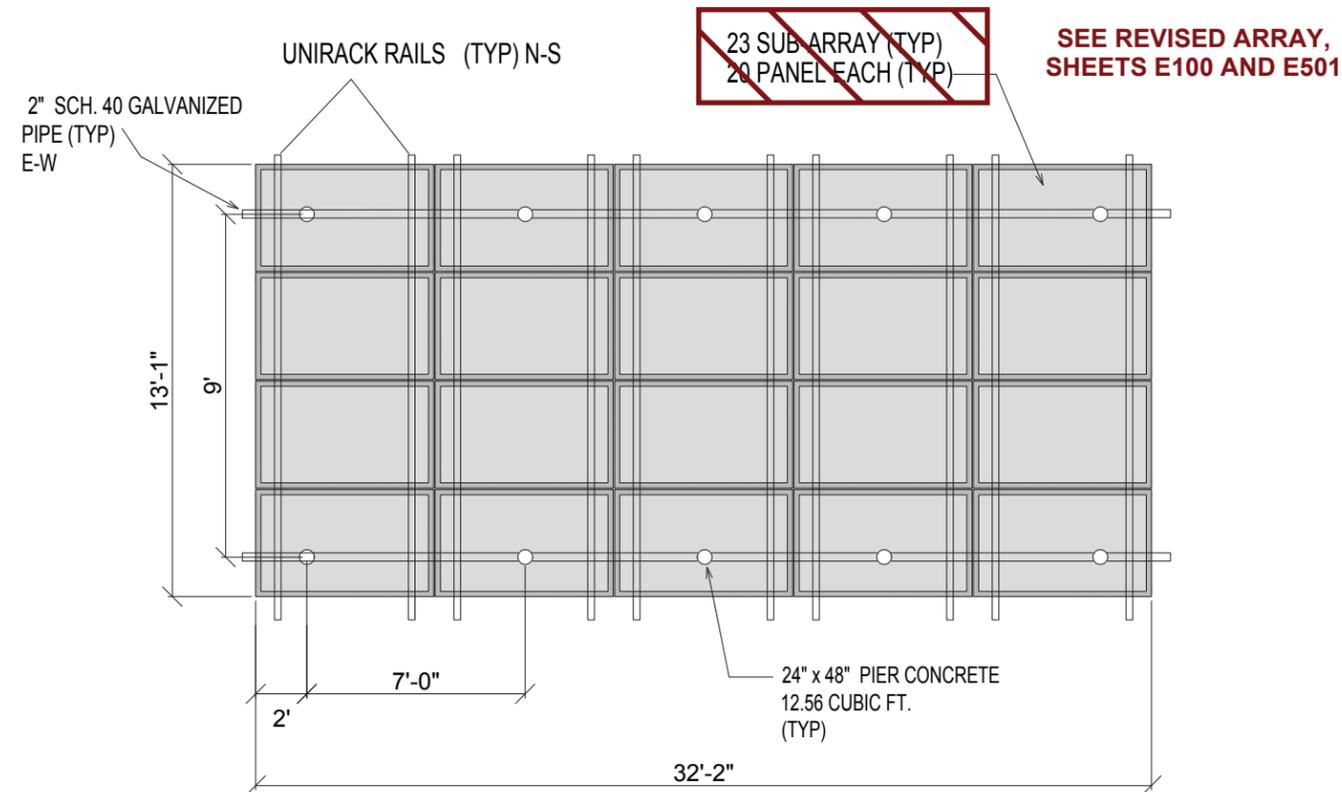
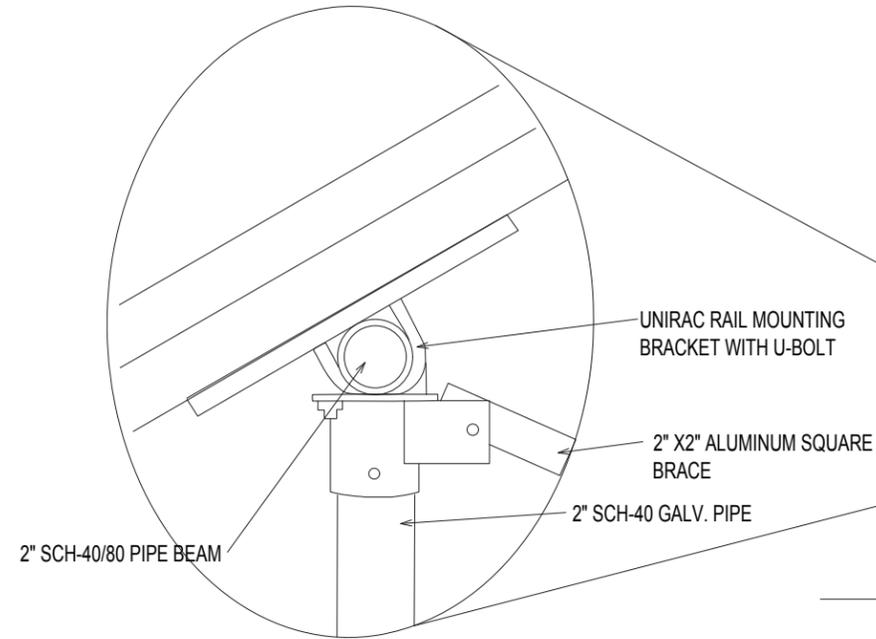
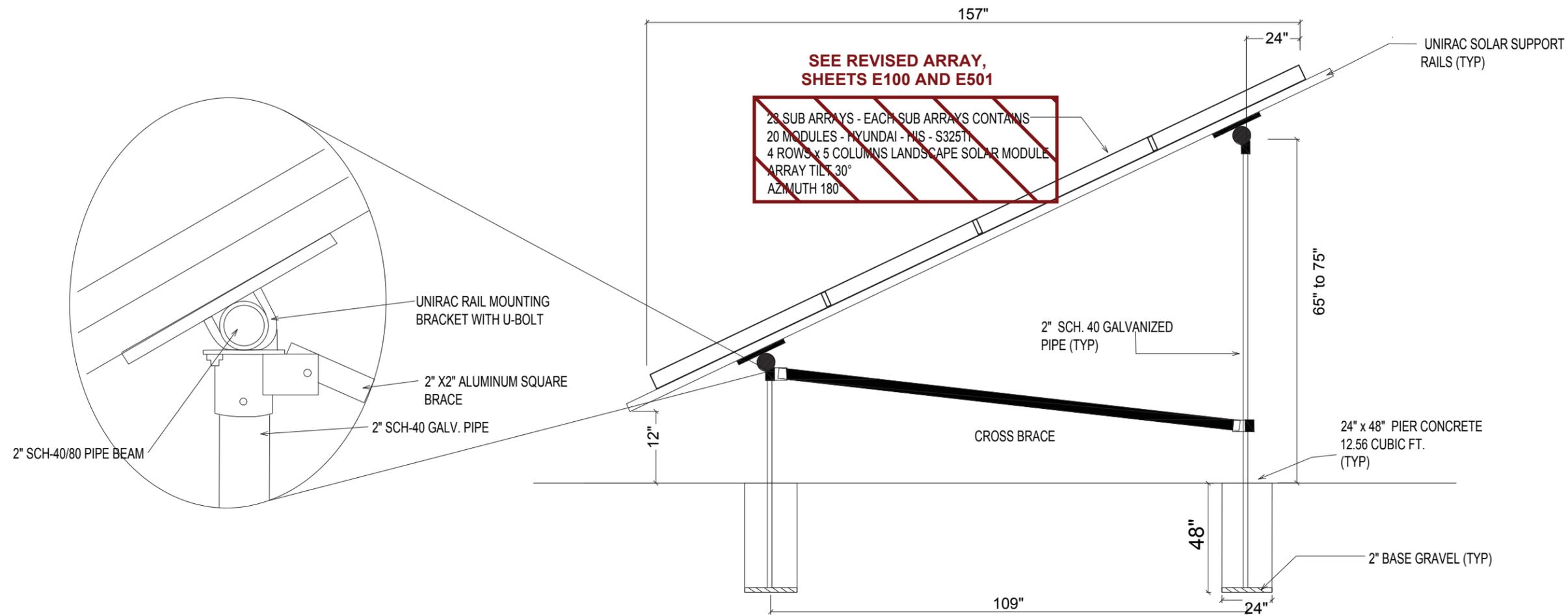
- | RISER KEYED NOTES | |
|-------------------|--|
| 1. | MOUNTING RAILS SHOWN HERE ARE SCHEMATIC AND ONLY INTENDED TO ILLUSTRATE PV ARRAY GROUNDING CONNECTIONS, GROUND ALL PV MODULES AND MOUNTING COMPONENTS USING A UL 2703 LISTED INTEGRATED GROUNDING SYSTEM, OR USING UL 467 LISTED CONNECTIONS TO BOND ALL METALLIC PARTS OF ARRAY SUPPORT STRUCTURE, FOR EACH PHYSICALLY SEPARATE ARRAY SECTION, PROVIDE TWO REDUNDANT CONNECTIONS TO THE EQUIPMENT GROUNDING CONDUCTOR, PROVIDE GALVANIC ISOLATION WHEN MAKING CONNECTIONS TO COPPER GROUNDING CONDUCTORS. INSTALL ALL GROUNDING CONNECTIONS PER MANUFACTURER INSTRUCTIONS, AND COMPLY WITH NEC 690, Part V. |
| 2. | SINGLE STRING DETAILED HERE IS TYPICAL OF 30 TOTAL STRINGS IN PROJECT, FOR A TOTAL OF 480 PANELS, SEE SITE PLAN FOR LAYOUT. |
| 3. | FIRST DUAL INVERTER UNIT AND GROUNDING ELECTRODE SYSTEM DETAILED HERE IS TYPICAL OF 5 TOTAL DUAL INVERTER UNITS IN PROJECT, AT EACH INVERTER, PROVIDE PERMANENT PLACARD SHOWING A DIRECTORY OF ALL INVERTERS AND PV DISCONNECTS ON THE SITE (PER NEC 690.4(D)), SEE SITE PLAN FOR LAYOUT. |
| 4. | MONO-CRYSTALLINE PHOTOVOLTAIC PANEL, HYUNDAI MODEL H5-S325TI (SUBSTITUTIONS MUST BE PRE-APPROVED, SEE BOUND SPECIFICATIONS FOR DETAILS), SEE CALCULATION SUMMARY FOR BASIS OF DESIGN ELECTRICAL SPECIFICATIONS. |
| 5. | DUAL MTTP INVERTER WITH INTEGRAL DC DISCONNECTS, 480V THREE PHASE OUTPUT, SMA "SUNNY TRIPOWER" MODEL 30000TL-US (SUBSTITUTIONS MUST BE PRE-APPROVED, SEE BOUND SPECIFICATIONS FOR DETAILS), PROVIDE PERMANENT WEATHERPROOF PLACARD READING: "DANGER HIGH VOLTAGE", SEE CALCULATION SUMMARY FOR BASIS OF DESIGN ELECTRICAL SPECIFICATIONS, SEE INVERTER MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR CONNECTION DETAILS. |
| 6. | PROVIDE SEPARATE AC OUTPUT DISCONNECT ADJACENT TO INVERTER, CAPABLE OF BEING LOCKED IN THE OPEN POSITION, IN NEMA 3R ENCLOSURE. |
| 7. | PROVIDE COMBINER PANEL AS SHOWN, IN NEMA 3R HOUSING MOUNTED ON UNISTRUT RACK PER SITE SITE PLAN AND DETAIL, PERMANENTLY LABEL MAIN BREAKER WITH THE FOLLOWING WARNING: "ELECTRIC SHOCK HAZARD, DO NOT TOUCH TERMINALS, TERMINALS ON BOTH LINE AND LOAD SIDE MAY BE ENERGIZED IN OPEN POSITION" (PER NEC 690.17(D)), PROVIDE PERMANENT PLACARD SHOWING A DIRECTORY OF ALL INVERTERS AND PV DISCONNECTS ON THE SITE (PER NEC 690.4(D)). |
| 8. | PROVIDE A MAIN PV DISCONNECT ADJACENT TO THE UTILITY SERVICE DISCONNECT, DISCONNECT SHALL BE AN UNFUSED MANUALLY OPERABLE SWITCH LISTED FOR USE WITH PV SYSTEMS (PER NEC 690.17), PROVIDE A PERMANENT WEATHERPROOF PLACARD WITH THE FOLLOWING WARNING: "ELECTRIC SHOCK HAZARD, DO NOT TOUCH TERMINALS, TERMINALS ON BOTH LINE AND LOAD SIDE MAY BE ENERGIZED IN OPEN POSITION" (PER NEC 690.17(D)), PLACARD SHALL ALSO IDENTIFY THE TWO POWER SOURCES SUPPLYING THE BUILDING, WITH A DIRECTORY SHOWING THE LOCATION OF THE UTILITY TRANSFORMER, PV ARRAY, AND ALL PV DISCONNECTS ON THE SITE (PER NEC 690.4(D)), BOND ENCLOSURE TO COMBINED EGC + GEC CONDUCTOR SHOWN SEPARATELY (SEE FEEDER TABLE). |
| 9. | INSTALL AN ADDITIONAL BREAKER (SUITABLE FOR BACKFEEDING) ON BOTTOM OF PANEL BUS IN MDP, AT OPPOSITE END OF BUS FROM UTILITY SERVICE INPUT, PERMANENTLY LABEL BREAKER WITH THE FOLLOWING WARNINGS: "ELECTRIC SHOCK HAZARD, DO NOT TOUCH TERMINALS, TERMINALS ON BOTH LINE AND LOAD SIDE MAY BE ENERGIZED IN OPEN POSITION" (PER NEC 690.17(D)) AND "WARNING: INVERTER OUTPUT CONNECTION, DO NOT RELOCATE THIS OVERCURRENT DEVICE" (PER NEC 705.12 (D)(2)), PERMANENTLY LABEL OUTSIDE OF MDP WITH THE FOLLOWING: "WARNING: THIS EQUIPMENT FED BY MULTIPLE SOURCES." (PER NEC 705.12 (D)(2)). |
| 10. | ONE 3/4" X 10" COPPER CLAD STEEL GROUND ROD, TOP AT 30" BELOW GRADE (TYPICAL OF 6), INSTALL GROUNDING ELECTRODE BONDING JUMPER AROUND INVERTERS PER NEC 690.48. |
| 11. | ON EACH INVERTER INPUT, PROVIDE DC SURGE PROTECTIVE DEVICE (MIDNITE SOLAR MNSPD -600 OR EQUAL), ON EACH INVERTER OUTPUT, PROVIDE 3 PHASE 480V AC SURGE PROTECTIVE DEVICE, BOTH SHALL BE HOUSED IN WEATHERPROOF ENCLOSURES. |
| 12. | PROVIDE A SIXTH BREAKER IN THE COMBINER PANEL FOR A FUTURE SIXTH INVERTER AND ADDITIONAL STRINGS, IN THE FEEDER TABLE, "MAX AMPS (FUTURE)" REFERS TO THE ARRAY AFTER THIS EXPANSION HAS BEEN BUILT, FEEDERS AND EQUIPMENT FROM THE COMBINER PANEL TO THE BUILDING ARE SIZED TO ACCOMMODATE THIS EXPANSION. |

MARK	DATE	DESCRIPTION
1	5-13-16	95% CD REVIEW
2	6-3-16	100% CD
3		
4		
5		
6		

PROJECT NO:	1607
CAD DWG FILE:	
DRAWN BY:	NEI
CHECKED BY:	JL
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SHEET TITLE:
 ELECTRICAL RISER

STRUCTURAL SIDE VIEW



SEE REVISED ARRAY, SHEETS E100 AND E501

~~460 MODULES - HYUNDAI SOLAR - HIS-S325T1
5 INVERTERS - SOLECTRIA - PVI 23TL-480V~~

SYSTEM SIZE:	
149.500 KW DC (STC)	
133.124 KW DC (PTC)	
130.462 KW AC	

PROJECT: Phone: 505-334-9474

McCOY AVE. ELEMENTARY SCHOOL
901 N McCOY AVE.
AZTEC, NM 87410
OCCUPANCY R3 / TYPE 5 STRU.
APN # 2064178066441

AZTEC MUNICIPAL SCHOOLS
1118 W. AZTEC BLVD
AZTEC, NM 87410
PHONE: 505-334-9474

GARY MARTINEZ, CONTRACTOR

STATE LICENSE #	N/A	LICENSE TYPE	N/A	EXPIRATION DATE	N/A
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AZTEC MUNICIPAL SCHOOLS

DISCLAIMER: If any Errors, Discrepancies or Omissions appear in these drawings, specifications or other contract documents; The Owner or General Contractor shall notify the Designer, in writing, of such error or omission. In the event that the Owner or General Contractor falls to give such notice, before construction and/or fabrication of the work, the Owner or General Contractor will be held responsible to the result of any errors, discrepancies or omissions and the cost of rectifying them.

Hyundai Solar Module

www.hhi-green.com/solar/en



Hyundai Heavy Industries was founded in 1972 and is a Fortune 500 company. The company employs more than 48,000 people, and has a global leading 7 business divisions with sales of 51.3 Billion USD in 2013. As one of our core businesses of the company, Hyundai Heavy Industries is committed to develop and invest heavily in the field of renewable energy. Hyundai Solar is the largest and the longest standing PV cell and module manufacturer in South Korea. We have 600 MW of module production capacity and provide high-quality solar PV products to more than 3,000 customers worldwide. We strive to achieve one of the most efficient PV modules by establishing an R&D laboratory and investing more than 20 Million USD on innovative technologies.

TI-Series

Multi-crystalline Type
HIS-M300TI | HIS-M305TI | HIS-M310TI
Mono-crystalline Type
HIS-S325TI | HIS-S330TI | HIS-S335TI

Mechanical Characteristics

Dimensions	998 mm (39.29")(W) × 1,960 mm (77.17")(L) × 50 mm (1.97")(H)
Weight	Approx. 23.2 kg (51.1 lbs)
Solar cells	72 cells in series (6 × 12 matrix) (Hyundai cell, Made in Korea)
Output cables	4 mm ² (12AWG) cables with polarized weatherproof connectors, IEC certified (UL listed), Length 1.2 m (47.2")
Junction box	IP67, weatherproof, IEC certified (UL listed)
Bypass diodes	3 bypass diodes to prevent power decrease by partial shade
Construction	Front : High transmission low-iron tempered glass, 3.2 mm (0.126") Encapsulant : EVA Back Sheet : Weatherproof film
Frame	Clear anodized aluminum alloy type 6063

High Quality

- IEC 61215 (Ed.2) and IEC 61730 by VDE
- UL listed (UL 1703), Type 1 for Class A Fire Rating
- Output power tolerance +3/-0 %
- ISO 9001:2000 and ISO 14001:2004 Certified
- Advanced Mechanical Test (5,400 Pa) Passed (IEC) / Mechanical Load Test (40 lbs/ft²) Passed (UL)
- Ammonia Corrosion Resistance Test Passed
- IEC 61701 (Salt Mist Corrosion Test) Passed

Fast and Inexpensive Mounting

- Delivered ready for connection
- IEC (UL) certified and weatherproof connectors
- Integrated bypass diodes

Limited Warranty

- 10 years for product defect
- 10 years for 90 % of warranted min. power
- 25 years for 80 % of warranted min. power

Important Notice on Warranty

The warranties apply only to the PV modules with Hyundai Heavy Industries Co., Ltd.'s logo (shown below) and product serial number on it.



Electrical Characteristics

Multi-crystalline Type

		HIS-M300TI		
		300	305	310
Nominal output (Pmpp)	W	300	305	310
Voltage at Pmax (Vmpp)	V	35.8	36.0	36.1
Current at Pmax (Impp)	A	8.4	8.5	8.6
Open circuit voltage (Voc)	V	44.9	45.1	45.3
Short circuit current (Isc)	A	8.7	8.8	8.9
Output tolerance	%	+3/-0		
No. of cells & connections	pcs	72 in series		
Cell type	-	6" Multi-crystalline silicon (Hyundai cell, Made in Korea)		
Module efficiency	%	15.3	15.6	15.8
Temperature coefficient of Pmpp	%/K	-0.43	-0.43	-0.43
Temperature coefficient of Voc	%/K	-0.32	-0.32	-0.32
Temperature coefficient of Isc	%/K	0.048	0.048	0.048

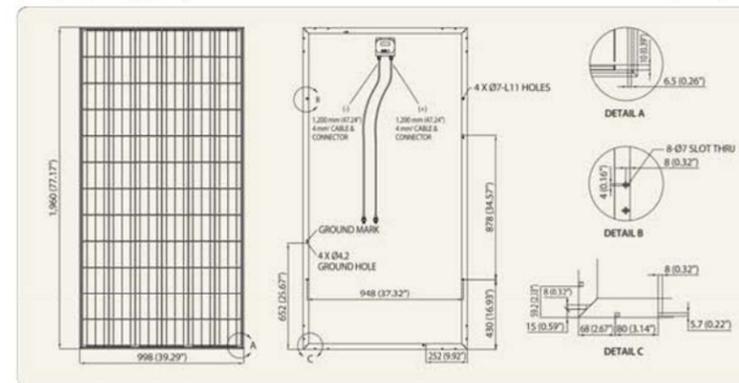
※ All data at STC (Standard Test Conditions). Above data may be changed without prior notice.

Mono-crystalline Type

		HIS-S300TI		
		325	330	335
Nominal output (Pmpp)	W	325	330	335
Voltage at Pmax (Vmpp)	V	37.8	38.0	38.2
Current at Pmax (Impp)	A	8.6	8.7	8.78
Open circuit voltage (Voc)	V	46.1	46.3	46.5
Short circuit current (Isc)	A	9.2	9.3	9.4
Output tolerance	%	+3/-0		
No. of cells & connections	pcs	72 in series		
Cell type	-	6" Mono-crystalline silicon (Hyundai cell, Made in Korea)		
Module efficiency	%	16.6	16.9	17.1
Temperature coefficient of Pmpp	%/K	-0.45	-0.45	-0.45
Temperature coefficient of Voc	%/K	-0.33	-0.33	-0.33
Temperature coefficient of Isc	%/K	0.032	0.032	0.032

※ All data at STC (Standard Test Conditions). Above data may be changed without prior notice.

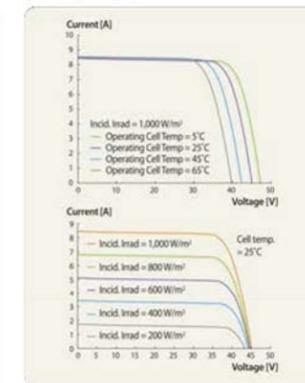
Module Diagram



Installation Safety Guide

- Only qualified personnel should install or perform maintenance.
- Be aware of dangerous high DC voltage.
- Do not damage or scratch the rear surface of the module.
- Do not handle or install modules when they are wet.

I-V Curves



Nominal Operating Cell Temperature	46°C ± 2
Operating Temperature	-40 - 85°C
Maximum System Voltage	DC 1,000 V (IEC) DC 1,000 V (UL)
Maximum Reverse Current	15 A

[Printed Date : March 2015]



Sales & Marketing
14th Fl., Hyundai Bldg., 75, Yulgok-ro, Jongno-gu, Seoul 110-793, Korea
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SEE REVISED ARRAY, SHEETS E100 AND E501

460 MODULES - HYUNDAI SOLAR - HIS-S325TI
5 INVERTERS - SOLECTRIA - PVI 23TL-480Y

SYSTEM SIZE:
149,500 KW DC (STC)
133,124 KW DC (PTC)
130,462 KW AC

PROJECT: Phone: 505-334-9474
MCCOY AVE. ELEMENTARY SCHOOL
901 N MCCOY AVE.
AZTEC, NM 87410
OCCUPANCY R3 / TYPE 5 STRU.
APN # 2064178066441

AZTEC MUNICIPAL SCHOOLS
1118 W. AZTEC BLVD
AZTEC, NM 87410
PHONE: 505-334-9474

GARY MARTINEZ, CONTRACTOR
STATE LICENSE # N/A LICENSE TYPE EXPIRATION DATE N/A

AZTEC MUNICIPAL SCHOOLS



UNIRACLARGEARRAY will support a wider range of site and climatic challenges than any other PV structure on the market. ULA aluminum components merge with SOLARMOUNT rails and installer-supplied steel pipe to form durable, rigid truss structures.



FLEXIBILITY

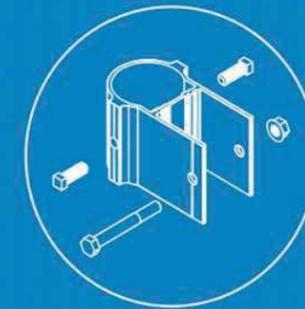
MADE TO MEET YOUR NEEDS

The size of a ULA is limited only by the size of your ground site or the structural strength of your flat roof. ULA supports a wide range of site and climatic challenges. Aluminum components merge with SOLARMOUNT rails and installer-supplied Schedule 40 or 80 steel pipe (available anywhere) to create a durable structure that can accommodate uneven, rocky, sloping terrain, and is capable of withstanding Zone 4 seismic events or extreme wind or snow loads. Increase your leading edge height or optimize your tilt angle to clear rooftop equipment or ground obstructions.

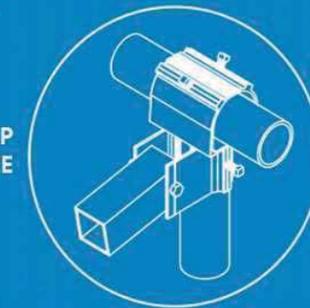
AVAILABILITY

NATION WIDE NETWORK

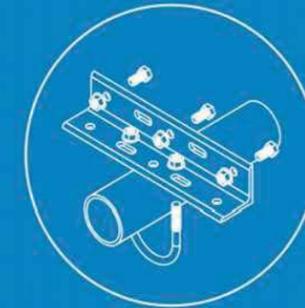
Unirac maintains the largest network of stocking distributors for our racking solutions. Our partners have distinguished their level of customer support, availability, and overall value thereby providing the highest level of service to the users of Unirac products. Count on our partners for fast and accurate delivery to meet your project needs. Visit Unirac.com for a list of distributors.



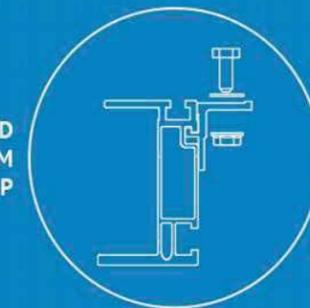
SLIDER



FRONT CAP
W/ CROSS BRACE



RAIL BRACKET



SOLARMOUNT HD
RAIL WITH BOTTOM
MOUNT CLIP

UNIRAC CUSTOMER SERVICE MEANS THE HIGHEST LEVEL OF PRODUCT SUPPORT



UNMATCHED
EXPERIENCE



CERTIFIED
QUALITY



ENGINEERING
EXCELLENCE



BANKABLE
WARRANTY



DESIGN
TOOLS



PERMIT
DOCUMENTATION

TECHNICAL SUPPORT

Unirac's technical support team is dedicated to answering questions & addressing issues in real time. An online library of documents including engineering reports, stamped letters and technical datasheets greatly simplifies your permitting and project planning process.

CERTIFIED QUALITY PROVIDER

Unirac is the only PV mounting vendor with ISO certifications for 9001:2008, 14001:2004 and OHSAS 18001:2007, which means we deliver the highest standards for fit, form, and function. These certifications demonstrate our excellence and our commitment to first class business practices.

BANKABLE WARRANTY

As a Hilti Group Company, Unirac has the financial strength to back our products and reduce your risk. Have peace of mind knowing you are receiving products of exceptional quality. ULA is covered by a 10-year limited product warranty.

GROUND
MOUNT
SYSTEMS

MODULAR FLEXIBILITY

MODULAR DESIGN • FLEXIBILITY • AVAILABILITY • QUALITY PROVIDER

© Pub140228

SCALE
N.T.S. PAGE 8

RAILS SHEET

**SEE REVISED
ARRAY, SHEETS
E100 AND E501**

460 MODULES - HYUNDAI SOLAR - HIS-S325TT
5 INVERTERS - SOLECTRIA - PVI 23TL-480Y

SYSTEM SIZE:	
149.500 KW DC (STC)	
133.124 KW DC (PTC)	
130.462	KW AC

PROJECT: Phone: 505-334-9474

McCOY AVE. ELEMENTARY SCHOOL
901 N McCOY AVE.
AZTEC, NM 87410
OCCUPANCY R3 / TYPE 5 STRU.
APN # 2064178066441

AZTEC MUNICIPAL SCHOOLS 1118 W. AZTEC BLVD AZTEC, NM 87410 PHONE: 505-334-9474	GARY MARTINEZ, CONTRACTOR	STATE LICENSE #	N/A	LICENSE TYPE	N/A	EXPIRATION DATE	N/A

**AZTEC MUNICIPAL
SCHOOLS**



APPENDIX G

System Certification

The SOLARMOUNT system has been certified and listed to the UL 2703 standard (Rack Mounting Systems and Clamping Devices for Flat-Plate Photovoltaic Modules and Panels). This standard included electrical grounding, electrical bonding, mechanical load and fire resistance testing.

In conducting these tests, specific modules are selected for their physical properties so that the certifications can be mostly broadly applied. The following lists the specific modules that were tested and the applicability of those certifications to other modules that might come onto the market.

In addition to UL 2703 certification, Unirac performs internal testing beyond the requirements of certification tests in order to establish system functional limits, allowable loads, and factors of safety. These tests include functional system tests, and destructive load testing.

Mechanical Load Test Modules	System Level Fire Classification																						
<p>The modules selected for UL 2703 mechanical load testing were selected to represent the broadest range possible for modules on the market. The tests performed cover the following basic module parameters:</p> <ul style="list-style-type: none"> 60 cell framed modules only Frame thicknesses greater than or equal to 1.2mm Basic single and double wall frame profiles (some complex frame profiles could require further analysis to determine applicability) Clear and dark anodized aluminum frames Certification loads: 50 psf up, 113 psf down <table border="1"> <thead> <tr> <th colspan="2">Tested Modules</th> </tr> <tr> <th>Module Manufacturer</th> <th>Model / Series</th> </tr> </thead> <tbody> <tr> <td>Trina</td> <td>TSM-PA05</td> </tr> <tr> <td>CentroSolar</td> <td>VISION C2</td> </tr> <tr> <td>CentroSolar</td> <td>E Series 60 cell</td> </tr> <tr> <td>CentroSolar</td> <td>T-Series 60 cell</td> </tr> </tbody> </table>	Tested Modules		Module Manufacturer	Model / Series	Trina	TSM-PA05	CentroSolar	VISION C2	CentroSolar	E Series 60 cell	CentroSolar	T-Series 60 cell	<p>The system fire class rating requires installation in the manner specified in the SOLARMOUNT Installation Guide. SOLARMOUNT has been classified to the system level fire portion of UL 1703. This UL 1703 classification has been incorporated into our UL 2703 product certification. SOLARMOUNT has achieved Class A system level performance for steep sloped roofs when used in conjunction with type 1, type 2, type 3 and type 10 module constructions. Class A system level fire performance is inherent in the SOLARMOUNT design, and no additional mitigation measures are required. The fire classification rating is only valid on roof pitches greater than 2:12 (slopes \geq 2 inches per foot, or 9.5 degrees). There is no required minimum or maximum height limitation above the roof deck to maintain the Class A fire rating for SOLARMOUNT.</p> <table border="1"> <thead> <tr> <th>Module Type</th> <th>System Level Fire Rating</th> <th>Rail Direction</th> <th>Module Orientation</th> <th>Mitigation Required</th> </tr> </thead> <tbody> <tr> <td>Type 1, Type 2, Type 3, & Type 10</td> <td>Class A</td> <td>East-West North-South</td> <td>Landscape OR Portrait</td> <td>None Required</td> </tr> </tbody> </table>	Module Type	System Level Fire Rating	Rail Direction	Module Orientation	Mitigation Required	Type 1, Type 2, Type 3, & Type 10	Class A	East-West North-South	Landscape OR Portrait	None Required
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Module Manufacturer	Model / Series																						
Trina	TSM-PA05																						
CentroSolar	VISION C2																						
CentroSolar	E Series 60 cell																						
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Module Type	System Level Fire Rating	Rail Direction	Module Orientation	Mitigation Required																			
Type 1, Type 2, Type 3, & Type 10	Class A	East-West North-South	Landscape OR Portrait	None Required																			

SEE REVISED ARRAY, SHEETS E100 AND E501

460 MODULES - HYUNDAI SOLAR - HIS-S325TT
5 INVERTERS - SOLECTRIA - PVI221L-480Y

SYSTEM SIZE:
149.500 KW DC (STC)
133.124 KW DC (PTC)
130.462 KW AC

PROJECT: Phone: 505-334-9474
 McCOY AVE. ELEMENTARY SCHOOL
 901 N McCOY AVE.
 AZTEC, NM 87410
 OCCUPANCY R3 / TYPE 5 STRU.
 APN # 2064178066441



FIRE CODE COMPLIANCE NOTES

INSTALLATION GUIDE

SYSTEM LEVEL FIRE CLASSIFICATION

The system fire class rating requires installation in the manner specified in the SOLARMOUNT Installation Guide. SOLARMOUNT has been classified to the system level fire portion of UL 1703. This UL 1703 classification has been incorporated into our UL 2703 product certification. SOLARMOUNT has achieved Class A system level performance for steep sloped roofs when used in conjunction with type 1, type 2, type 3 and type 10 module constructions. Class A system level fire performance is inherent in the SOLARMOUNT design, and no additional mitigation measures are required. The fire classification rating is only valid on roof pitches greater than 2:12 (slopes \geq 2 inches per foot, or 9.5 degrees). There is no required minimum or maximum height limitation above the roof deck to maintain the Class A fire rating for SOLARMOUNT.

Module Type	System Level Fire Rating	Rail Direction	Module Orientation	Mitigation Required
Type 1, Type 2, Type 3 & Type 10	Class A	East-West North-South	Landscape OR Portrait	None Required

AZTEC MUNICIPAL SCHOOLS
 1118 W. AZTEC BLVD
 AZTEC, NM 87410
 PHONE: 505-334-9474

GARY MARTINEZ, CONTRACTOR
 STATE LICENSE # N/A
 LICENSE TYPE N/A
 EXPIRATION DATE N/A

AZTEC MUNICIPAL SCHOOLS

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Business Stream Products
Renewable and Solar Technology

Attn: John Nagyvary
Unirac Inc.
1411 Broadway Blvd
Albuquerque, NM 87102
Phone: +505 242 6411
Email: john.nagyvary@unirac.com

Email: jcastagna@us.tuv.com
480-966-1700, x153
October 14, 2014

UL SU 2703 Qualification Testing Completed

Type of Equipment: PV Mounting System
Model Designation: Unirac Solar Mount
Test Requirement: UL Subject 2703, Issue 2

TUV Rheinland File Number: L1-URC140710B
TUV Rheinland Project Number: URC140710B

Dear Mr. Nagyvary,

This letter is confirmation that the **Unirac Solar Mount (SM) PV Mounting System** has successfully completed electrical bonding tests and mechanical loading tests according to the UL Subject 2703 standard.

Congratulations on this achievement.

The four PV modules used for mechanical load testing were:

- TSMC – TS-150C2, CIGS_Series_C2 (also known as CS_Vision)
- Trina – TSM-255PA05.08
- Centro E Series – E 250B, 60 cell module
- Centro T Series – TP6 250 SW, 60 cell module

Attached are the test results of the Bonding Conductor tests according to Section 22 of UL Subject 2703. Complete test results will be provided to you separately when the full report is completed.

You may use this correspondence as a an interim Letter of Compliance (LOC) indicating the **Unirac Solar Mount (SM) PV Mounting System** has met the relevant bonding and mechanical load requirements of UL Subject 2703 (Issue 2) pending publication of the final certificate on the TUV Rheinland Certipedia website.

Sincerely,

Jack Castagna
Solar Components Program Manager
TUV Rheinland PTL, LLC

TUV Rheinland PTL
Photovoltaic Testing Laboratory
2210 South Roosevelt Street
Tempe, Arizona 85282
Main Phone: 480-966-1700
Main Fax: 775-314-6458
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TUV Rheinland
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Main Fax: 617-426-6888

Member of
TUV Rheinland Group

Attachment 1: Bonding Conductor Test Data

BONDING CONDUCTOR TEST OVERCURRENT TEST AT 135% FOR 60 MINUTES			
DEVICE S/N:	TEST AMPERES	milliVolt Drop	Resistance in Ohms
0013A	40.5 Amps	57.9 mV	0.00143
0013B	40.5 Amps	20.2 mV	0.00050
0014A	40.5 Amps	44.5 mV	0.00109
0014B	40.5 Amps	15.3 mV	0.00038
0029A	40.5 Amps	29.6 mV	0.00073
0029B	40.5 Amps	272.4 mV	0.00672
0030A	40.5 Amps	29.1 mV	0.00071
0030B	40.5 Amps	440.7 mV	0.01088

BONDING CONDUCTOR TEST OVERCURRENT TEST AT 200% FOR 2 MINUTES			
DEVICE S/N:	TEST AMPERES	milliVolt Drop	Resistance in Ohms
0013A	60 Amps	84.3 mV	0.00140
0013B	60 Amps	31.5 mV	0.00052
0014A	60 Amps	67.0 mV	0.00111
0014B	60 Amps	24.4 mV	0.00040
0029A	60 Amps	44.8 mV	0.00074
0029B	60 Amps	402.6 mV	0.00617
0030A	60 Amps	44.2 mV	0.00073
0030B	60 Amps	642.8 mV	0.01071

BONDING PATH RESISTANCE TEST CONTACT RESISTANCE TEST AFTER LIMITED-SHORT-CIRCUIT TEST OF 5,000 AMPS Contact Resistance with DLRO @ 25 Amps DC			
DEVICE S/N:	TEST AMPERES	Resistance in milliOhms	Resistance in Ohms
0013A	25 Amps DC	23.64 m	0.02364
0013B	25 Amps DC	33.42 m	0.03342
0014A	25 Amps DC	19.48 m	0.01948
0014B	25 Amps DC	26.46 m	0.02646
0029A	25 Amps DC	33.11 m	0.03311
0029B	25 Amps DC	46.72 m	0.04672
0030A	25 Amps DC	21.14 m	0.02114
0030B	25 Amps DC	38.99 m	0.03899

Sample Number	Sample Type
0013A	L-Foot Sample – Foot to Rail
0013B	L-Foot Sample – Bonding Clip to Rail
0014A	L-Foot Sample – Foot to Rail
0014B	L-Foot Sample – Bonding Clip to Rail
0029A	End Clamp – Frame to Rail
0029B	End Clamp – Clip to Rail
0030A	End Clamp – Frame to Rail
0030B	End Clamp – Clip to Rail

**SEE REVISED
ARRAY, SHEETS
E100 AND E501**

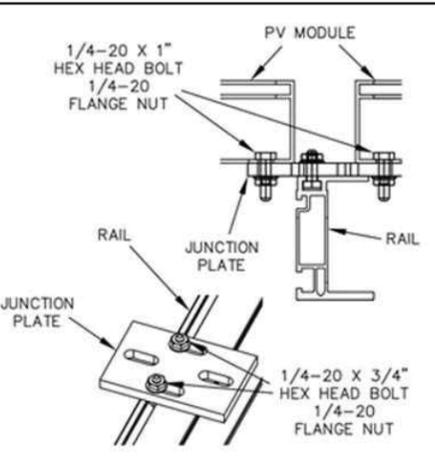
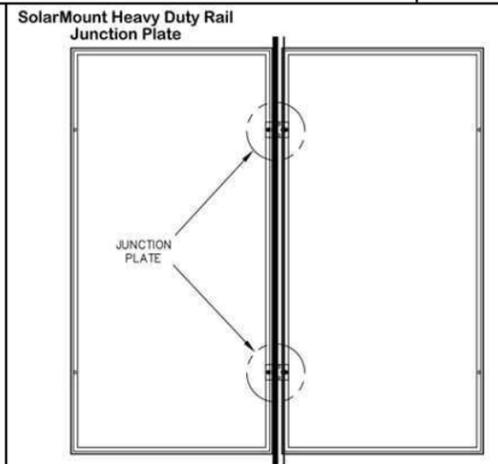
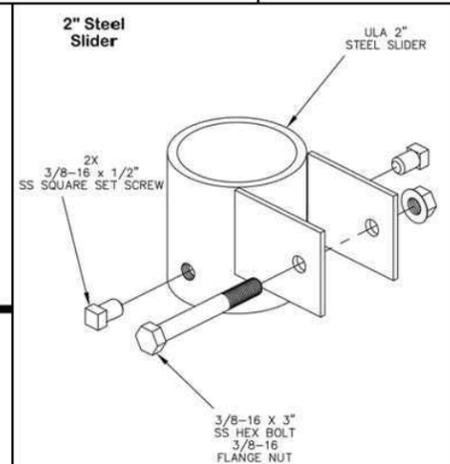
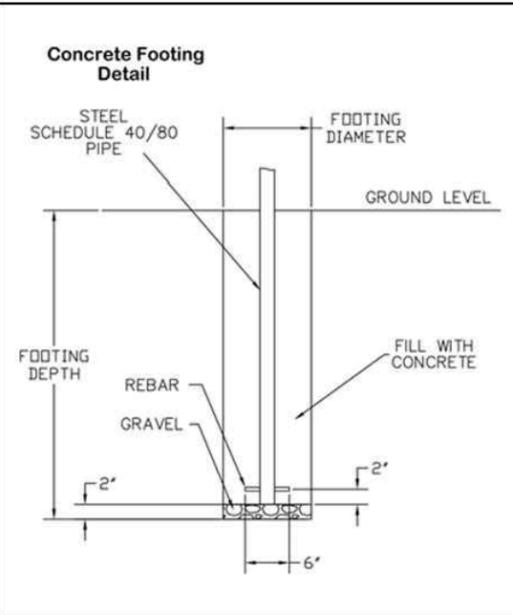
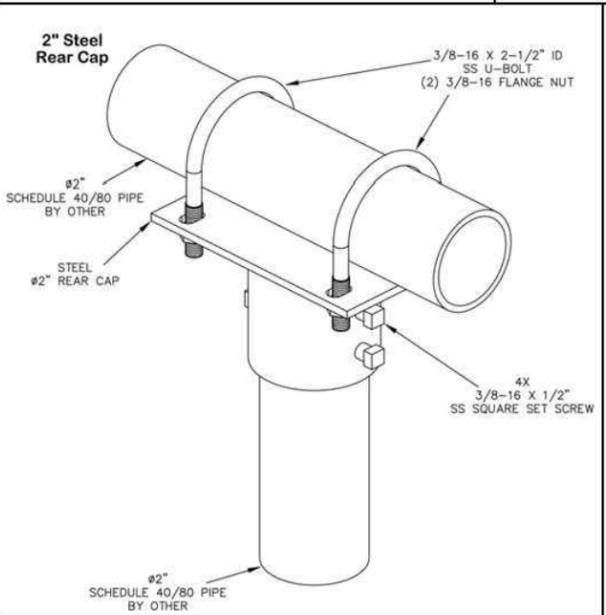
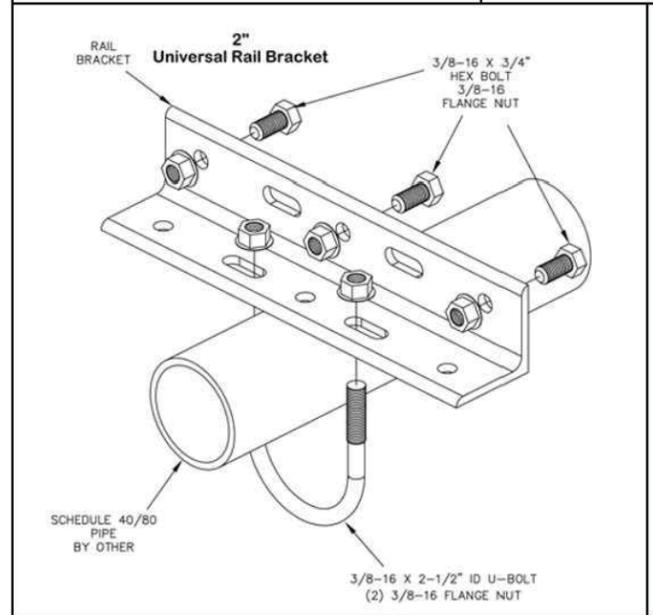
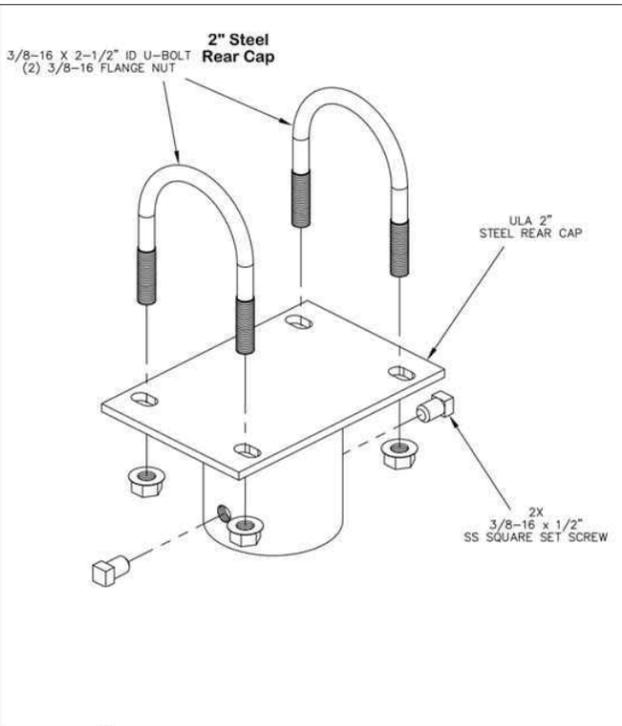
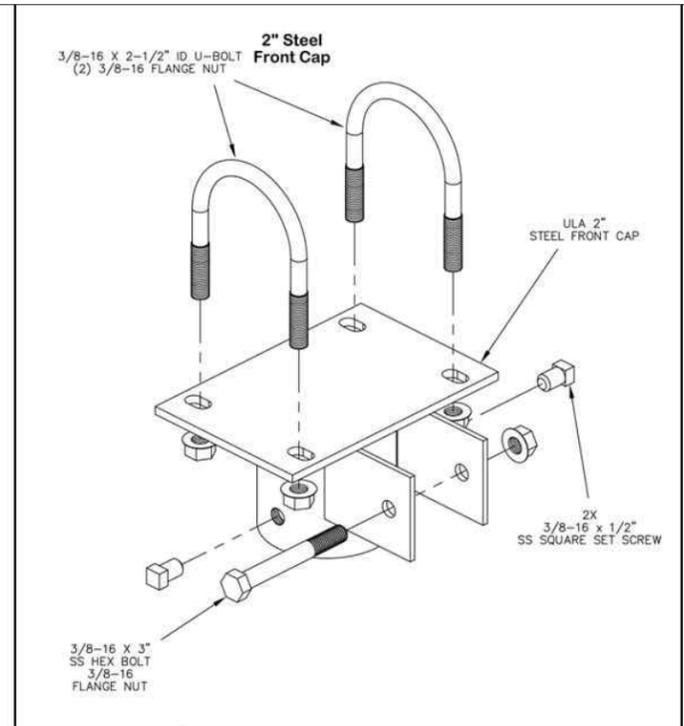
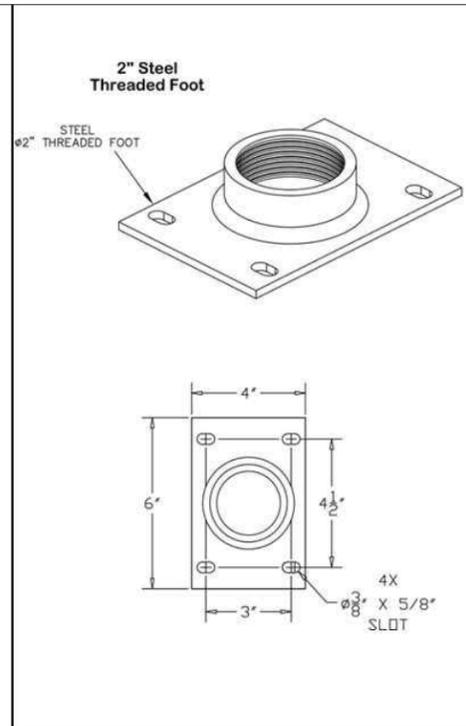
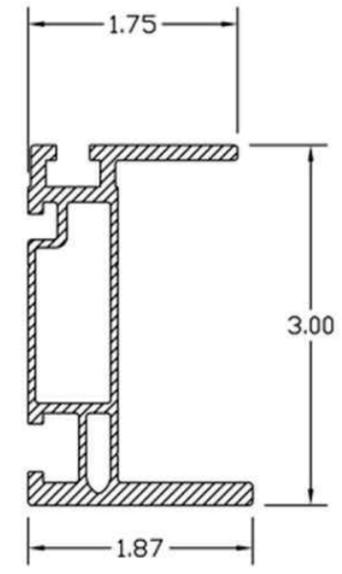
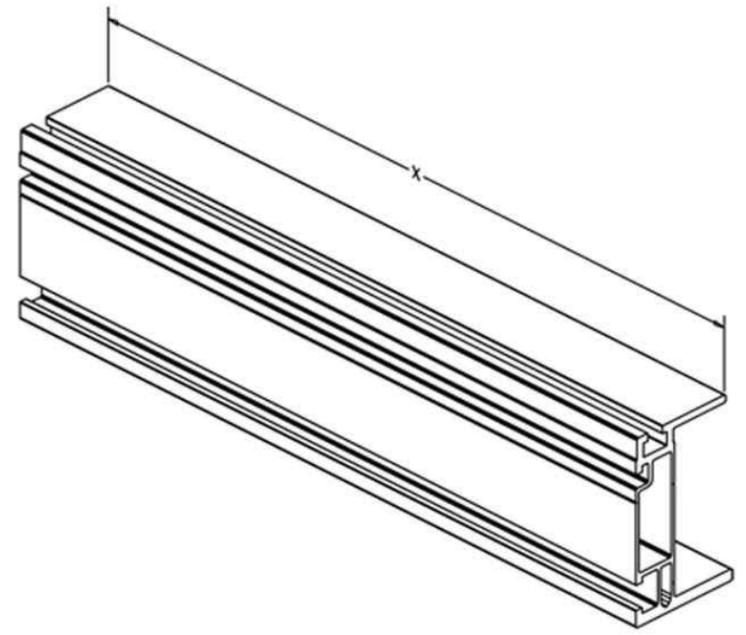
460 MODULES - HYUNDAI SOLAR - HIS-S325TT
5 INVERTERS - SOLECTRIA - PVI 2371L-480V
SYSTEM SIZE:
149.500 KW DC (STC)
133.124 KW DC (PTC)
130.462 KW AC

PROJECT: Phone: 505-334-9474
MCCOY AVE. ELEMENTARY SCHOOL
901 N MCCOY AVE.
AZTEC, NM 87410
OCCUPANCY R3 / TYPE 5 STRU.
APN # 2064178066441

AZTEC MUNICIPAL SCHOOLS
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PHONE: 505-334-9474

GARY MARTINEZ, CONTRACTOR
STATE LICENSE # N/A
LICENSE TYPE N/A
EXPIRATION DATE N/A

AZTEC MUNICIPAL SCHOOLS



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 1411 BROADWAY BLVD NE
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 PHONE 505.242.6411
 UNIRAC.COM
 UNIRAC-301023

**SolarMount
 Heavy Duty Rail**

**SEE REVISED
 ARRAY, SHEETS
 E100 AND E501**

~~460 MODULES - HYUNDAI SOLAR - HIS-S325TT
 5 INVERTERS - SOLECTRIA - PVI 22TL-480Y~~

SYSTEM SIZE:
 149.500 KW DC (STC)
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PROJECT: Phone: 505-334-9474
 McCOY AVE. ELEMENTARY SCHOOL
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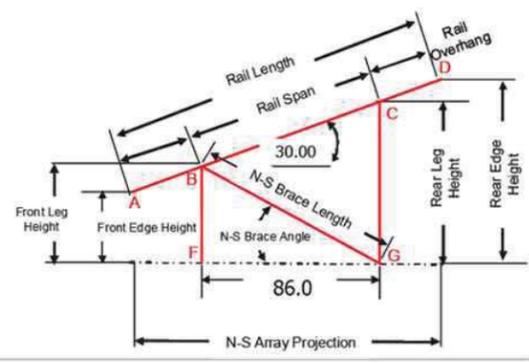
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**AZTEC MUNICIPAL
 SCHOOLS**

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ULA Geometry

Module Specification		Sub-Array Configuration		ULA Totals	
N-S Dim (in):	40	# Rows:	4	Column N-S Length (in):	161
E-W Dim (in):	68	# Columns:	5	Array E-W Dimension (in):	341
Thickness (in):	1.5	SubArray Modules:	20	Array N-S Projection (in):	142
Orientation:	L	Rails Per Module:	2	ULA Power Rating (kW):	3.6
N-S Spacing (in):	0.25	Extended Rail (in):	3	# SubArrays:	1
E-W Spacing (in):	0.25			Total Modules:	20
Power Rating (W):	180				
Weight (lbs):	40				

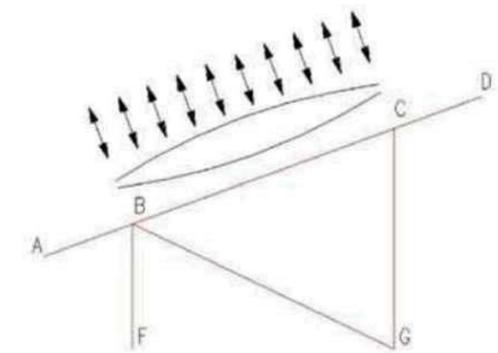


Member Description	Variables	Standard	Revised	Units
Rail Length (in):	AD	164	164	in
Tilt Angle (deg):	θ	30	30	degrees
Rail Span:	BC	98.4	99.3	in
Rail Overhang:	AB, CD	32.8	32.35	in
Front Edge Height:	AE	24	24	in
Rear Edge Height:	DH	106	106	in
Front Leg Length:	BF	40.4	40.18	in
Rear Leg Length:	CG	89.6	89.83	in
N-S Cross Brace Length:	BG	147.66	94.92	in
N-S Cross Brace Angle:	β	15.88	25.04	degrees
N-S Leg Spacing:	FG	142.03	86	in

Rail Bending

Rail Design Variables		Rail Distributed Load Calculation	
Rail Length (in):	164	Maximum Average Design Load (psf):	39.42
Rail Overhang (in):	32.35	Module Dim Perpendicular to Rails (in):	68
Rail Span (in):	99.3	Rails Per Module:	2
		Distributed Load (plf):	111.69

Rail Material Specifications		Rail Bending Calculations	
Rail Selection:	SolarMount HD	Allowable Bending Moment (lb-ft):	1428.19
E (psf):	1.45E+09	Actual Bending Moment (lb-ft):	956.01
I (ft^4):	0.0000697	Actual/Allowable Moment:	67%
Z (ft^3):	0.000522	Allowable Deflection (in):	1.41
Fy (psf):	2736000	Actual Deflection (in):	0.81
		Actual/Allowable Deflection:	57%



Wind Load Calculations

Wind Load Variables	
Tilt Angle (deg):	30
Array Height above ground:	0
Exposure Category:	C
Basic Wind Speed, V (mph):	95.00
Importance Factor:	0.87
Roof Zone Multiplier:	1

MWFRS Wind Load Calculation	
$q_h = 0.00256 K_z K_{xt} K_d V^2 I (lb/ft^2)$	
Adjustment Factor for height and Exposure Category Kz:	0.85
Topographic Factor (assumed to be 1 for level ground) Kzt:	1
Directionality Factor Kd:	0.85
Wind Load (psf) qh:	14.52

Maximum Loads (psf)	
Uplift	Down Force
Front Leg: -22.22	Front Leg: 32.09
Rear Leg: -30.86	Rear Leg: 25.92

ASCE 7-05 Open Building Unobstructed Wind Flow Coefficients, Cn			
Front Leg	-1.8	-0.5	2.1
Rear Leg	-1.8	-2.5	2.1
Average	-1.8	-1.5	2.1

ASCE 7-05 MWFRS Open Buildings Wind Load			
Gust Effect Factor (G):	0.85	$p = q_h GC_n$	

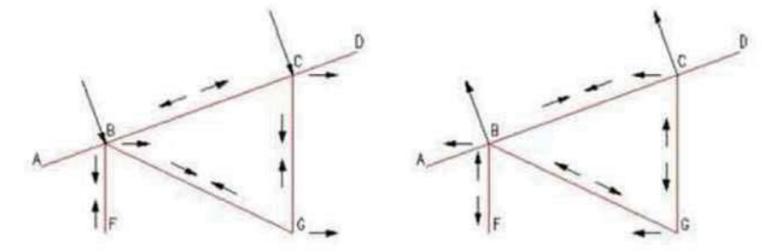
Cn (Front Leg)			
Load Case A	Load Case B	Load Case A	Load Case B
-22.22	-10	25.92	32.09

Cn (Rear Leg)			
Load Case A	Load Case B	Load Case A	Load Case B
-22.22	-30.86	25.92	12.34

Cn (Avg)			
Load Case A	Load Case B	Load Case A	Load Case B
-22.22	-18.51	25.92	22.22

Force Analysis

Angles		Design Loads			
Tilt Angle (deg):	30	Downforce		Uplift	
Cross Brace Angle (deg):	25.04	Front Leg (psf / kip):	44.04 / 1.5	-18.02	-0.62
E-W Leg Spacing:	60	Rear Leg (psf / kip):	39.42 / 1.35	-26.66	-0.91
Rail Length:	164				



Maximum Component Forces (kips)		
	Down Force	Uplift
Axial Force in Front Leg:	1.3	-0.54
Axial Force in Front Cap:	2.8	-0.85
Shear Force Front Cap:	1.5	Max Magnitude
Axial Force in Rear Leg:	1.17	-0.79
Axial Force in Rear Cap:	0.49	-0.33
Shear Force Rear Cap:	0.68	Max Magnitude
Shear Force Rear Foot:	1.5	Max Magnitude
Axial Force in N-S Brace:	1.5	-0.31
Resultant Shear N-S Brace:	1.36	Max Magnitude
Resultant Axial N-S Brace:	0.63	-0.13
Axial Force Rail:	0.68	-0.46
Resultant Shear Rail:	0.34	Max Magnitude
Resultant Axial Rail:	0.59	-0.4

Combination Load Analysis

Load Combination Variable (psf)		
Dead Load:	6.06	Assumed
Snow Load:	17.3	

Max Load Results (psf)		
Down Force	Uplift	
Front Leg: 44.04	-18.02	
Rear Leg: 39.42	-26.66	
Max (Absolute):	39.42	

Load Combination Factors		
Dead Load	Snow Load	Wind Load
Load Case 1 (downforce):	1	1
Load Case 2 (downforce):	1	0
Load Case 3 (downforce):	1	0.75
Load Case 4 (uplift):	0.6	1

Front Leg Load Combinations (psf)		
	Wind Load Case A	Wind Load Case B
Load Case 1 (downforce):	24.3	24.3
Load Case 2 (downforce):	32.92	39.09
Load Case 3 (downforce):	39.42	44.04
Max Downforce:	39.42	44.04
Load Case 4 (uplift):	-18.02	-5.8

Rear Leg Load Combinations (psf)		
	Wind Load Case A	Wind Load Case B
Load Case 1 (downforce):	24.3	24.3
Load Case 2 (downforce):	32.92	19.34
Load Case 3 (downforce):	39.42	29.23
Max Downforce:	39.42	29.23
Load Case 4 (uplift):	-18.02	-26.66

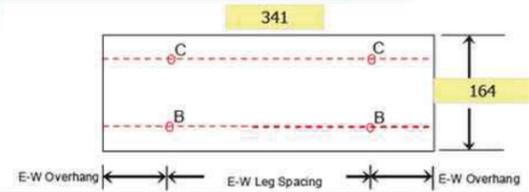
Horizontal Pipe Design

Pipe Design Inputs	
Pipe Span (E-W Leg Spacing):	60
Number of Leg Pairs:	6
Horizontal Pipe Overhang (in):	20.5

Pipe Design Loads (psf)	
Front Leg (psf):	44.04
Rear Leg (psf):	39.42
Maximum absolute value of Load Combination Loads	

Pipe Material Specifications	
Pipe Selection:	2 in. Schedule 40
Modulus of Elasticity, E (psf):	4.18E+09
Moment of Inertia, I (ft^4):	0.0000302
Section Modulus, Z (ft^3):	0.000413
Yield Stress, Fy (psf):	5040000
Array Width (in):	341
Rail Length (in):	164

Description	Front Horizontal Pipe		Rear Horizontal Pipe	
	Max	Revised	Max	Revised
Max Distributed Load (plf):	295.44	295.44	264.44	264.44
Pipe Span (in):	69.71	60	69.71	60
Allowable Bending Moment (lb-ft):	1246.42	1246.42	1246.42	1246.42
Actual Bending Moment (lb-ft):	1246.26	923.25	1115.49	826.38
Actual/Allowable Moment:	100%	74%	89%	66%
Allowable Total Deflection L/70 (in):	1	0.86	1	0.86
Actual Deflection (in):	0.42	0.23	0.37	0.2
Actual/Allowable Deflection:	42%	27%	37%	23%



SCALE N.T.S. PAGE 12

ULA STRUCTURAL DETAIL 1

SEE REVISED ARRAY, SHEETS E100 AND E501

460 MODULES - HYUNDAI SOLAR - HIS-S325T
5 INVERTERS - SOLECTRIA - PVI 23TL-480V

SYSTEM SIZE:
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AZTEC MUNICIPAL SCHOOLS

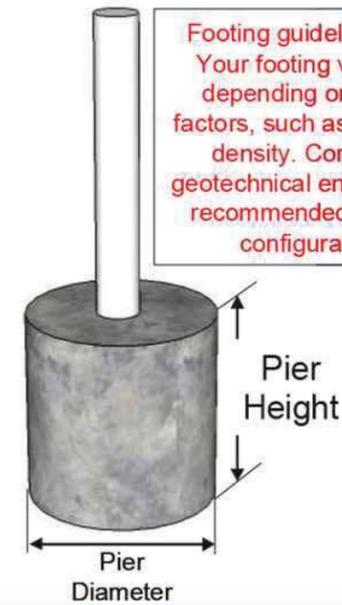
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Column Buckling Analysis

Front Leg Design	Rear Leg Design	Rail Design	N-S - Cross Brace Design
Pipe Selection: 2 in. Schedule 40 E (ksi): 29 Fy (ksi): 35 r (in): 0.791	Pipe Selection: 2 in. Schedule 40 E (ksi): 29 Fy (ksi): 35 r (in): 0.791	Rail Selection: SolarMount HD E (ksi): 10.1 Fy (ksi): 19 r (in): 1.1679 Rails per EW Leg: 1.76	Cross Brace Selection: 2" x 2" Aluminum Square Tube E (ksi): 10.1 Fy (ksi): 19 r (in): 0.7672
Front Leg Column Calculations	Rear Leg Column Calculations	Rail Column Calculations	Cross Brace Column Calculations
Length: 40.18 Eff. Column Len. Fac: 1 Eff. Column Length: 40.18 Slenderness Ratio: 50.8 Critical Force: 18.37 Actual Force: 1.3 Ratio To Allowable: 7.08%	Length: 89.83 Eff. Column Len. Fac: 1 Eff. Column Length: 89.83 Slenderness Ratio: 113.57 Critical Force: 10.85 Actual Force: 1.17 Ratio To Allowable: 10.78%	Length: 99.3 Eff. Column Len. Fac: 1 Eff. Column Length: 99.30 Slenderness Ratio: 85.02 Critical Force: 7.49 Actual Force: 0.68 Ratio To Allowable: 9.08%	Length: 94.92 Eff. Column Len. Fac: 1 Eff. Column Length: 94.92 Slenderness Ratio: 123.72 Critical Force: 3.12 Actual Force: 1.5 Ratio To Allowable: 48.08%

Footing Design

Footing Design Inputs	
Footing Diameter:	24 in.
Footing Depth:	48 in.
Concrete Density:	0.15 Kcf
Soil Density:	0.06 Kcf
Footing Design Calculations	
Max Uplift Force:	0.79 Kip
Safety Factor:	1.67
Required Resisting Force:	1.32 Kip
Concrete Volume:	12.57 cf
Concrete Weight:	1.89 Kip
Soil Volume:	102.72 cf
Soil Weight:	1.03 Kip
Total Weight:	2.92 Kip
Margin Ratio:	45.18%



Footing guideline only.
 Your footing will vary depending on many factors, such as your soil density. Consult a geotechnical engineer for recommended footing configuration

Seismic Design and Analysis

Seismic Analysis Inputs	Seismic Analysis Results	E-W - Cross Brace Design
Latitude: 0 Longitude: 0 Site Class: A Importance Factor: 0 Roof Height: 0 Component Height: 0 Ss: 0 Mapped Accel. Parameter S1: 0 Mapped Accel. Parameter Fa: 0 Table 1613.5.3(1) Fv: 0 Table 1613.5.3(2) - OR - Seismic Zone: Cross Brace Pairs: 0	ASCE7-05 Methodology Sms: 0 Eq # 16 -37 Sm1: 0 Eq # 16 -38 Sds: 0 Eq # 16 -39 Sd1: 0 Eq # 16 -40 Ap, Rp: 1.0, 1.5 Table 13.6 - 1 Fp LRFD: 0 Eq 13.3 - 1 Fp ASD: 0 per 13.1.7 Array Weight: 2719 Total Axial Force: 0 lbs	ASCE7-05 Methodology Cross Brace Selection: 2" x 2" Aluminum Square Tube E (ksi): 10.1 Fy (ksi): 19 r (in): 0.7672 Area (sq in): 0.9375 Cross Brace Column Calculations Max CB Length: 108.03 Eff. Column Len. Fac: 2 Eff. Column Length: 216.06 Slenderness Ratio: 140.81 Critical Force: 3.12 Kip Actual Force: 0.00 Kip Margin Ratio: 0.0%
- OR - Direct Methodology		
Seismic Zone: Cross Brace Pairs: 0	Fp ASD: 0	Margin Ratio: 0.0%

Cap and Foot Design

Front Cap Design	Rear Cap Design																																
Cap Selection: Aluminum- 2" Front Cap Pipe Selection: 2 in. Schedule 40	Cap Selection: Aluminum- 2" Front Cap																																
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SEE REVISED ARRAY, SHEETS E100 AND E501

460 MODULES - HYUNDAI SOLAR - HIS-S325TT
 5 INVERTERS - SOLECTRIA - PVI 23TL-480Y
 SYSTEM SIZE:
 149,500 KW DC (STC)
 133,124 KW DC (PTC)
 130,462 KW AC

PROJECT: Phone: 505-334-9474
 McCOY AVE. ELEMENTARY SCHOOL
 901 N McCOY AVE.
 AZTEC, NM 87410
 OCCUPANCY R3 / TYPE 5 STRU.
 APN # 2064178066441

AZTEC MUNICIPAL SCHOOLS
 1118 W. AZTEC BLVD
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 PHONE: 505-334-9474

GARY MARTINEZ, CONTRACTOR
 STATE LICENSE # N/A
 LICENSE TYPE EXPIRATION DATE N/A

AZTEC MUNICIPAL SCHOOLS

DISCLAIMER: If any Errors, Discrepancies or Omissions appear in these drawings, specifications or other contract documents; The Owner or General Contractor shall notify the Designer, in writing, of such error or omission. In the event that the Owner or General Contractor falls to give such notice, before construction and/or fabrication of the work, the Owner or General Contractor will be held responsible to the result of any errors, discrepancies or omissions and the cost of rectifying them.

04 November, 2010

Applications Engineering Department
UniRac, Inc.
1411 Broadway Boulevard NE
Albuquerque, New Mexico 87102-1545

Re: Engineering Certification for UniRac Pre-configured U-LA Ground-Mounted Systems
New Mexico
WCEA File: 08-100-204 00

To Whom It May Concern:

I have reviewed the structural design for sixteen (16) pre-configured U-LA systems and design loadings. This letter provides system details and design loadings and confirms that these systems meet all applicable building code requirements.

The sixteen pre-configured systems consist of four sets of configurations and loadings, described as follows:

A. 40" x 65" or less Module Dimension:

Description:

One - 4 x 5 array with maximum plan dimensions of 13'-4 3/4" x 27'-2"; consisting of four - U-LA frames, spaced at 89" on centers; two - support rails per panel column with rail middle and overhang spans of = 98 7/16" & 31 1/8", respectively; and 0 - 30 degree tilt angle.

Member specifications:

Rail - SolarMount HD rail, Aluminum 6105-T5
Horizontal pipe & vertical legs - 3" Schedule 40 pipe, ASTM A53, Grade 53
N-S & E-W brace - 3" square x 1/8", Aluminum 6105-T5
E-W bracing (for seismic zones only) - One diagonal brace pair (front & back)
Connections - Per UniRac

The above system meets code requirements for the following loading conditions:

- 120 mph basic wind speed, Wind Exposure Category "D", 0 psf snow load, Seismic Design Category "A";
- 120 mph basic wind speed, Wind Exposure Category "D", 20 psf snow load, Seismic Design Category "A";
- 120 mph basic wind speed, Wind Exposure Category "D", 0 psf snow load, Seismic Design Category "D";
- 120 mph basic wind speed, Wind Exposure Category "D", 20 psf snow load, Seismic Design Category "D".

B. 40" x 65" or less Module Dimension:

Description:

One - 4 x 5 array with maximum plan dimensions of 13'-4 3/4" x 27'-2"; consisting of five - U-LA frames, spaced at 70" on centers; two - support rails per panel column with rail middle and overhang spans of = 98 7/16" & 31 1/8", respectively; and 0 - 30 degree tilt angle.

Member specifications:

Rail - SolarMount Standard rail, Aluminum 6105-T5
Horizontal pipe & vertical legs - 2" Schedule 40 pipe, ASTM A53, Grade 53
N-S & E-W brace - 2" square x 1/8", Aluminum 6105-T5
E-W bracing (for seismic zones only) - One diagonal brace pair (front & back)

The above system meets code requirements for the following loading conditions:

- 95 mph basic wind speed, Wind Exposure Category "C", 0 psf snow load, Seismic Design Category "A";
- 95 mph basic wind speed, Wind Exposure Category "C", 20 psf snow load, Seismic Design Category "A";
- 95 mph basic wind speed, Wind Exposure Category "C", 0 psf snow load, Seismic Design Category "D";
- 95 mph basic wind speed, Wind Exposure Category "C", 20 psf snow load, Seismic Design Category "D".

C. 34" x 64" or less Module Dimension:

Description:

One - 4 x 5 array with maximum plan dimensions of 11'-4 3/4" x 26'-9"; consisting of four - U-LA frames, spaced at 88" on centers; two - support rails per panel column with rail middle and overhang spans of = 84" & 26 3/8", respectively; and 0 - 30 degree tilt angle.

Member specifications:

Rail - SolarMount HD rail, Aluminum 6105-T5
Horizontal pipe & vertical legs - 3" Schedule 40 pipe, ASTM A53, Grade 53
N-S & E-W brace - 3" square x 1/8", Aluminum 6105-T5
E-W bracing (for seismic zones only) - One diagonal brace pair (front & back)
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- 120 mph basic wind speed, Wind Exposure Category "D", 20 psf snow load, Seismic Design Category "D".

D. 34" x 64" or less Module Dimension:

Description:

One - 4 x 5 array with maximum plan dimensions of 11'-4 3/4" x 26'-9"; consisting of five - U-LA frames, spaced at 69" on centers; two - support rails per panel column with rail middle and overhang spans of = 84" & 26 3/8", respectively; and 0 - 30 degree tilt angle.

Member specifications:

Rail - SolarMount HD rail, Aluminum 6105-T5
Horizontal pipe & vertical legs - 2" Schedule 40 pipe, ASTM A53, Grade 53
N-S & E-W brace - 2" square x 1/8", Aluminum 6105-T5
E-W bracing (for seismic zones only) - One diagonal brace pair (front & back)

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- 95 mph basic wind speed, Wind Exposure Category "C", 0 psf snow load, Seismic Design Category "D";
- 95 mph basic wind speed, Wind Exposure Category "C", 20 psf snow load, Seismic Design Category "D".

The designs are based on and in compliance with following codes/standards:

- 2003 International Building Code, by International Code Council, Inc., 2003.
- 2006 International Building Code, by International Code Council, Inc., 2006.
- 2009 International Building Code, by International Code Council, Inc., 2009.
- 2007 California Building Code, by the State of California Building Standards Commission, 2007.
- Aluminum Design Manual: Specifications and Guidelines for Aluminum Structures, by The Aluminum Association, Washington, D.C., 2005.

Mechanical properties of the UniRac rails and connection strengths are based on test data obtained from UniRac.

I certify that the above pre-configured systems conform to the above codes, subject to the limitations described above. This certification excludes foundation design which must be verified by a geotechnical engineer who is familiar with the soils conditions where a proposed system will be installed.

WILSON & COMPANY

Gary W. Kinchen

Gary W. Kinchen, P.E.

-gwk



ULA CERTIFICATE

SEE REVISED ARRAY, SHEETS E100 AND E501

460 MODULES - HYUNDAI SOLAR - HIS-S325T
5 INVERTERS - SOLECTRIA - PVI 23TL-480V

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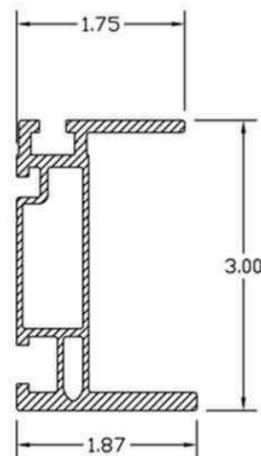
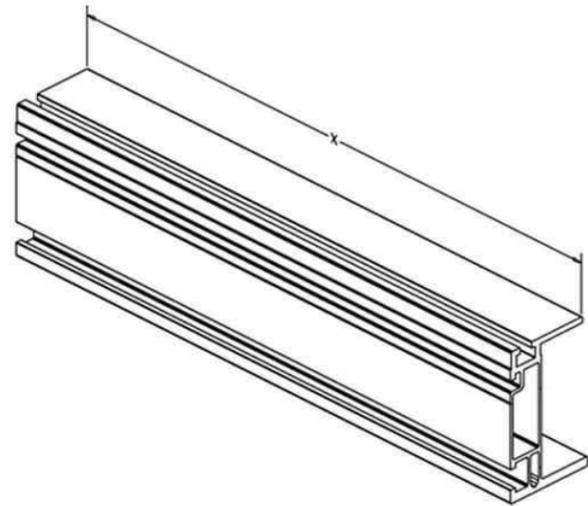
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MCCOY AVE. ELEMENTARY SCHOOL
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AZTEC MUNICIPAL SCHOOLS 1118 W. AZTEC BLVD AZTEC, NM 87410 PHONE: 505-334-9474	GARY MARTINEZ, CONTRACTOR	STATE LICENSE #	LICENSE TYPE	EXPIRATION DATE
		N/A	N/A	N/A

AZTEC MUNICIPAL SCHOOLS

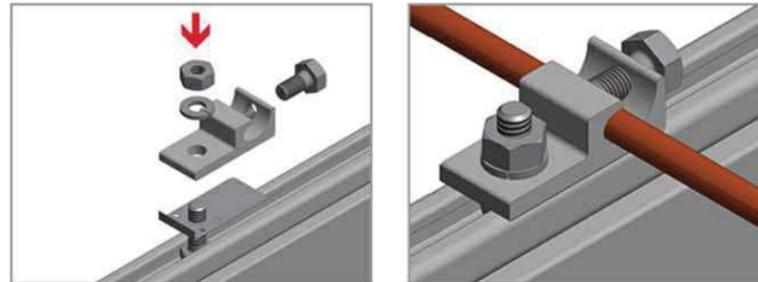


INSTALLATION GUIDE

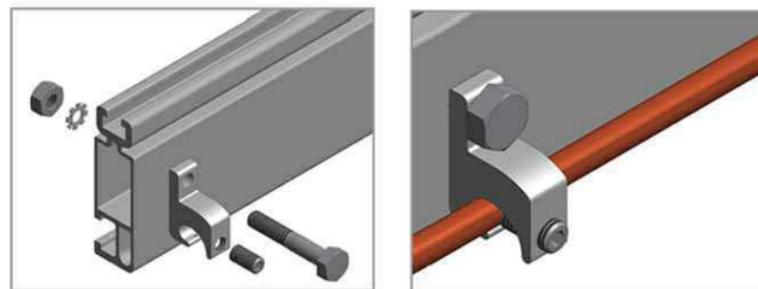


SolarMount
Heavy Duty Rail

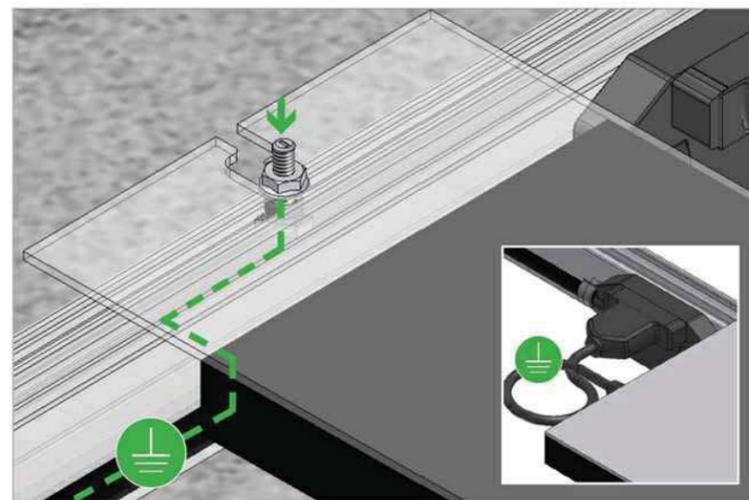
SYSTEM GROUNDING



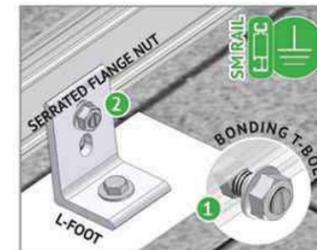
WEEBUG CONDUCTOR - UNIRAC P/N 008002S:
Apply Anti Seize and insert a bolt in the aluminum rail and through the clearance hole in the stainless steel flat washer. Place the stainless steel flat washer on the bolt, oriented so the dimples will contact the aluminum rail. Place the lug portion on the bolt and stainless steel flat washer. Install stainless steel flat washer, lock washer and nut. Tighten the nut until the dimples are completely embedded into the rail and lug.



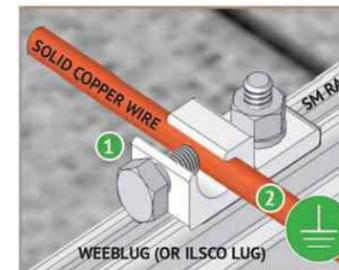
ILSCO LAY-IN LUG CONDUCTOR - UNIRAC P/N 008009P: Alternate Grounding Lug
- Drill and bolt thru both rail walls per table.



BONDING CONNECTION GROUND PATHS



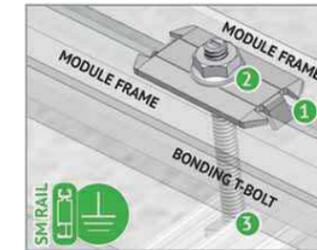
RAIL TO L-FOOT w/BONDING T-BOLT
1 Serrated flange nut removes L-foot anodization to bond L-Foot to stainless steel T-bolt
2 Serrated T-bolt head penetrates rail anodization to bond T-bolt, nut, and L-foot to grounded SM rail



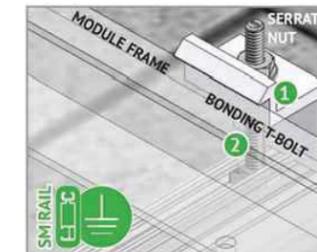
RACK SYSTEM GROUND
1 Weeb washer dimples pierce anodized rail to create bond between rail and lug
2 Solid copper wire connected to lug is routed to provide final system ground connection.



BONDING MICROINVERTER MOUNT
1 Hex nut with captive lock washer bonds metal microinverter flange to stainless steel T-bolt
2 Serrated T-bolt head penetrates rail anodization to bond T-bolt, nut, and L-foot to grounded SM rail



BONDING MID CLAMP ASSEMBLY
1 Stainless steel mid clamp points, 2 per module, pierce module frame anodization to bond module to module through clamp.
2 Serrated flange nut bonds stainless steel clamp to stainless steel T-bolt
3 Serrated T-bolt head penetrates rail anodization to bond T-bolt, nut, clamp, and modules to grounded SM rail



END CLAMP ASSEMBLY
1 Serrated flange nut bonds aluminum end clamp to stainless steel T-bolt
2 Serrated T-bolt head penetrates rail anodization to bond T-bolt, nut, and end clamp to grounded SM rail



BONDING RAIL SPLICE BAR
1 Stainless steel self drilling screws drill and tap into splice bar and rail creating bond between splice bar and each rail section
2 Aluminum splice bar spans across rail gap to create rail to rail bond. Rail on at least one side of splice will be grounded.

**SEE REVISED
ARRAY, SHEETS
E100 AND E501**

460 MODULES - HYUNDAI SOLAR - HIS-S325TT
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GARY MARTINEZ, CONTRACTOR
STATE LICENSE # N/A
LICENSE TYPE EXPIRATION DATE N/A

AZTEC MUNICIPAL SCHOOLS

Exhibit B

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources between the City of Aztec and Aztec Municipal School District dated _____, 2016.

Section A: Authorization

The "CG" System may be connected to the City of Aztec Electric System. The CG System has been inspected and tested and the Customer is authorized to connect the CG System to the City of Aztec electric system.

Signed by: _____

Name: Ken George
Title: Electric Director
Date:

Staff Summary Report

MEETING DATE: 20 December 2016
AGENDA ITEM: XI. Business Item (B)
AGENDA TITLE: AMGC Operations Contract

ACTION REQUESTED BY: AMGC
ACTION REQUESTED: Approval
SUMMARY BY: Joshua W. Ray, City Manager

PROJECT DESCRIPTION / FACTS (Leading Department)

Aztec Municipal Golf Course (AMGC) is approaching the end of two years of operation by the City of Aztec. We started out operating the clubhouse and the course and contracted for the management of the snack bar.

At the beginning of this year, in March, the City contracted with an entity to operate the snack bar and the clubhouse functions. With that contract, the City continued to maintain the course and to provide a 20 hour/week employee to assist with clubhouse operations.

Over the course of two years, we have made significant progress with the overall condition of the course and in successfully marketing the facility to new groups. However, there still remain financial constraints that make the operation of the Golf Course difficult.

The City issued an RFP for someone to take over complete operations of the golf course. Initially, within that RFP, we have stated that the City will pay an amount annually to the contractor to provide these services.

Although we had discussions with three entities concerning preparing a proposal in response to the RFP, the only entity to submit a proposal was Mr. Randy Hodge. City staff reviewed the proposal by Mr. Hodge and then held a meeting with him on 11/9/2016 to discuss his proposal.

City staff and Mr. Hodge agreed to changes within his proposal and have drafted the attached agreement. The agreement calls for Mr. Hodge to be responsible for all operations at Aztec Municipal Golf Course. The City will not be responsible for any staff at AMGC but will be responsible for the property lease and the lease of the Golf Carts (Yamaha). The annual golf cart lease is \$24,000 and the annual property lease averages \$20,000/yr for the next 5 years. City staff has engaged with the owners of the course to alter the annual property lease to be as follows:

Year 1	\$10,000
Year 2	\$15,000
Year 3	\$20,000
Year 4	\$25,000
Year 5	\$30,000

With the previous numbers, the City would be responsible for the following:

Year 1	\$34,000
Year 2	\$39,000
Year 3	\$44,000

In addition, Mr. Hodge has proposed a 20% revenue share for the City of Aztec for all daily golf cart rentals. Using the current year numbers, this would be an estimated \$10,000.

The agreement with Mr. Hodge is a three year agreement. However, the agreement calls for a review after every year to ensure both parties are still operating as agreed.

City Commission held a workshop to discuss options for AMGC. During the workshop, two options were selected by the Commission to be voted on at the next Commission meeting. Option 1 was the option to contract with Randy Hodge and option 2 was to close the golf course at the end of the current lease agreement.

City Attorney Mr. Thrower reviewed the agreement, made changes, and submitted that to the City and Mr. Hodge for final review.

If approved by Commission, this contract will go into effect 1 January 2017 and the previous contract with Ruby's in the Valley will be terminated.

In addition, if approved, the City will enter into a new agreement with HVCC to lease the property for an additional term and for the term to become effective 1 January 2017.

SUPPORT DOCUMENTS:	(1) City of Aztec Operator Agreement for Golf Course Management (2) Exhibit A Scope of Work
---------------------------	--

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the contract with Randy Hodge, dba Ruby's in the Valley, to operate Aztec Municipal Golf Course.

**CITY OF AZTEC
OPERATING AGREEMENT
FOR GOLF COURSE MANAGEMENT**

THIS AGREEMENT is made and entered into on the ____ day of _____, 20____, by and between the CITY OF AZTEC a New Mexico municipal corporation, 201 West Chaco, Aztec, New Mexico 87410 (hereinafter referred to as "City"), and RANDY HODGE dba RUBY'S IN THE VALLEY, 1901 West Aztec Boulevard, Aztec, New Mexico 87410 (hereinafter referred to as "Contractor")

RECITALS

1. The City presently operates the Aztec Municipal Golf Course ("AMGC") under a grounds and facilities lease between H.V.C.C., A LIMITED LIABILITY COMPANY ("HVCC") and the City.
2. The City wishes to engage the Contractor to provide management services for the full operation of the AMGC on a management fee basis.
3. The City and the Contractor wish to enter into an agreement for services for the Contractor's operation of the AMGC.

NOW THEREFORE the parties do mutually agree as follows:

1. SCOPE OF WORK

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed in RFP 2017-592, Management Services AMGC, attached hereto as Exhibit "A" and made a part hereof.

2. TIME OF PERFORMANCE

This Agreement shall have an initial term of three (3) years and may be renewed upon the mutual agreement of the parties for two (2) additional terms, the first such renewal term being for three (3) years and the second such renewal term being for two (2) years. The initial term of this Agreement and all renewals hereof shall not exceed a total term of eight (8) years pursuant to Section 13-1-150, NMSA 1978. The continuation of performance of this Agreement in subsequent fiscal periods shall be specifically subject to the funding provisions of Section 13-1-152 , NMSA 1978. Services of the Contractor shall commence on _____, 20____ and shall terminate on _____, 20____ for the initial term of the Agreement. Annual reviews of this Agreement shall be required and shall be completed by _____ annually. The services which are the subject of this Agreement shall be continued in such sequences as to assure their relevance to the purposes of this agreement.

3. ACCESS TO INFORMATION

It is agreed that all information, data, reports, records, maps, etc. as are existing, available and necessary for the carrying out of the services outlined in this Agreement shall be furnished to the Contractor by the City and its agencies. No charge will be made to the Contractor for such information and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the services described in this Agreement.

4. REVENUES AND DISBURSEMENTS

The Contractor shall be responsible for the receipt and accounting of all revenues for the AMGC and for the timely disbursement of all costs and expenses associated with the operation of the AMGC, with the exception of the following costs and expenses which shall be the responsibility of the City:

- 1) All lease payments to HVCC under the grounds and facilities lease for the AMGC, as set forth in paragraph 5 below.
- 2) All payments to Yamaha Motor Corporation, U.S.A. which became due under the Conditional Sale Agreements with the City dated March 3, 2015, and any renewal thereof, for golf carts in use at the AMGC, as set forth in paragraph 5 below.

5. COMPENSTION AND METHOD OF PAYMENT

As and for compensation to the Contractor for the Management services which are the subject of this Agreement the City, shall pay to the Contractor or on his behalf the following amounts:

- a) In year one (1) of this Agreement the total sum of Thirty Four Thousand Dollars (\$34,000.00). Ten Thousand Dollars (\$10,000.00) of that total sum shall be paid by the City to HVCC as lease payments under the ongoing grounds and facilities lease for the AMGC. Twenty Four Thousand Dollars (\$24,000.00) of that total sum shall be paid by the City to Yamaha Motor Corporation, U.S.A. as payments due under the Conditional Sale Agreements with the City dated March 3, 2015, and any renewal thereof, for golf carts in use at the AMGC.
- b) In year two (2) of this Agreement the total sum of Thirty Nine Thousand Dollars (\$39,000.00). Fifteen Thousand Dollars (\$15,000.00) of that total sum shall be paid by the City to HVCC as lease payments under the ongoing grounds and facilities lease for the AMGC. Twenty Four Thousand Dollars (\$24,000.00) of that total sum shall be paid by the City to Yamaha Motor Corporation U.S.A. as payments due under the Conditional

Sale Agreements with the City dated March 3, 2015, and any renewal thereof, for golf carts in use at the AMGC.

- c) In year three (3) of this Agreement the total sum of Forty Four Thousand Dollars (\$44,000.00). Twenty Thousand Dollars (\$20,000.00) of that total sum shall be paid by the City to HVCC as lease payments under the ongoing grounds and facilities lease for the AMGC. Twenty Four Thousand Dollars (\$24,000.00) of that total sum shall be paid by the City to Yamaha Motor Corporation, U.S.A. as payments due under the Conditional Sale Agreements with the City dated March 3, 2015⁶ and any renewal thereof, for golf carts in use at the AMGC.
- d) The City shall pay the cost of the annual liquor license leased to the Contractor for his use at the AMGC (\$1,300.00 based on 2016 liquor license cost). The Contractor shall reimburse the City annually for the actual liquor license cost paid by the City.
- e) The Contractor shall reimburse the City for twenty percent (20%) of the daily golf cart rental fees received by Contractor. This payment shall be made monthly.

6. OWNERSHIP OF DOCUMENTS

All documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents

7. STATUS AS INDEPENDENT CONTRACTOR

The parties acknowledge and agree that the Contractor shall carry out all the terms of this Agreement as an Independent Contractor and not as an agent, servant, employee or partner of the City.

8. CLAIMS

The Contractor shall save and hold the City free from claims that might arise in connection with the services the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses and costs, that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group. The Contractor also agrees to pay any and all claims for wages and benefits for any employees hired by the Contractor.

9. NO AGENCY RELATIONSHIP CREATED

No agency relationship is created by the formation of this Agreement. The Contractor shall not be considered an express or implied agent of the City. The Contractor shall not bind the City to any contracts with third parties and shall not name the City as a party to a contract with a third party without the express written consent of the City. Further, in the event the Contractor, in his individual capacity, contracts with a third party, the Contractor shall specifically advise said third party that the Contractor is not acting as an agent of the City.

10. BRIBES, GRATUITIES AND KICKBACKS

Pursuant to Section 13-1-191, NMSA 1978, reference is made to the criminal laws of this state (including Section 30-41-1 through Section 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (Section 13-1-28 through Section 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

11. ADDRESS OF NOTICES AND COMMUNICATIONS

CITY: City of Aztec
Attn: City Manager 201 W Chaco
Aztec, NM 87401

CONTRACTOR: Randy Hodge dba
Ruby's In The Valley
1901 W Aztec Blvd
Aztec NM 87401

12. CAPTIONS

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determine its interpretation or application.

13. TERMS AND CONDITIONS

a) **Termination of Contract for Cause** - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

1. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.

b) **Termination for Convenience** - The City or the Contractor may terminate this Agreement at any time by giving at least ninety (90) days notice in writing to the other party. If the Agreement is terminated as provided herein, the Contractor will be paid for the services provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Contractor, paragraph 13a) hereof relative to termination shall apply.

c) **Changes** - The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

d) **Personnel** -

1. The Contractor represents that he/she, or will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of nor have any Agreemental relationship with the City. Such personnel shall be compensated solely by the Contractor.

2. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder as approved by the City shall be specified by written subcontractor and shall include each provision of this Agreement in said subcontract.

- e) **Assignability** - The Contractor shall not assign any interest in this Agreement (whether by assignment or notation), without the prior written consent of the City. However, claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- f) **Reports and Information** - The Contractor shall on a monthly basis provide a report to the City Manager. Said report shall provide the information in Exhibit "A" and which may be modified by the City Parks and Recreation Director at his/her discretion so long as the information pertains to the work or services undertaken pursuant to this Agreement. Said reports shall include but not limited to a Gross Receipts Tax (GRT) Report which shall describe in detail the amount of GRT the Contractor has paid in the previous month or reporting period. The costs and obligations incurred or to be incurred in connection with the reports and information required herewith, are the responsibility of the Contractor.
- g) **Records and Audits** - The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted in writing by the City.
- h) **Findings Confidential** - All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- i) **Copyright** - No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- j) **Compliance with Local Laws** - The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- k) **Equal Employment Opportunity** - During the performance of this Agreement, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

3. The Contractor will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-agreement or, provided that the foregoing provisions shall not apply to Agreements or sub-agreements for standard commercial supplies or raw materials.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (a) through (g) in every sub-agreement or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-agreement or vendor. The Contractor will take such action with respect to any sub-agreement or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for non-compliance.

l) **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

m) **Interest of Members of the City** - No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection

with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Contractor shall take appropriate steps to assure compliance.

n) **Access to Records** - The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts transcriptions or copies. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

o) **Right of Inspection** - The City shall retain the right to inspect work in progress at any time during the term of the contract.

p) **Compliance with all Federal Work Standards** - The Contractor shall cooperate and coordinate its activities with the City to provide the training to ensure that the Golf Course employees comply with all federal work standards including OSHA standards.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date set forth above.

CITY OF AZTEC:

BY: _____
Sally Burbridge, Mayor, City of Aztec

Date

(SEAL)

ATTEST: _____
Karla Sayler, City Clerk CMC

Date

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

Date

**CONTRACTOR: RANDY HODGE dba
RUBY'S IN THE VALLEY**

BY: _____
Randy Hodge

Date

Title

NM Taxpayer Identification Number

Phone Number

Federal Identification Number or
Social Security Number

EXHIBIT A: SCOPE OF WORK

CONTRACTOR RESPONSIBILITIES:

Administrative oversight of all key operating areas at Aztec Municipal Golf Course (AMGC) such as turf management, golf professional services, food and beverage operations and facilities maintenance shall be provided to ensure that the facility is operated at a level comparable to other local facilities in the area. The contractor shall supervise and direct the administration of all golf course operations including but not limited to the timely operation, completion and/or provision of the following:

1. Turf grass management, general supervision of the golf course and the preparation of grounds for daily play.
2. Custodial services, preventative maintenance, and repairs to the buildings and facilities
3. The procurement of and payment for materials and services necessary to operate and maintain the grounds and facilities including the parking lot.
4. The procurement of and payment for all equipment and its associated maintenance including but not limited to tractors, mowers, sprayers, utility vehicles and hand tools necessary to maintain the golf course grounds in a manner that is consistent with a municipal golf course.
5. Maintenance of golf carts.
6. Timely payment to the City for reimbursement of costs associated with the operations of AMGC to include liquor license. The City will prepare an invoice with support documentation of costs incurred and Provider will make payment within the terms of the invoice.
7. Contractor will not be responsible for golf cart lease payments or HVCC lease payments.
8. The procurement of and payment for all necessary fuel for all equipment including carts necessary for daily operations and course maintenance. The operator will be responsible for the fuel tanks located at the course and shall be responsible for all maintenance and operation of the tanks in compliance with all applicable local, state and federal regulations. The City of Aztec will be under no obligation to replace the fuel tanks if it becomes unusable at any time.
9. The operator will be responsible for providing all materials including but not limited to such items as sprays, sod, grass seed, sand fertilizers, gravel, herbicides, fungicides, signs, litter baskets, testing kits etc. as needed for the maintenance for AMGC. The

operator will be responsible for the proper storage of all chemicals in accordance with all applicable laws and regulations.

10. The operator will be responsible for providing litter baskets, rakes, hazard stakes, signage, tee markers, hole cups, flags and flag poles, ball washers and replacement or repair of above items as needed.
11. Supervision of the starting of play by golfers
12. Development of and adjustments to fee schedule to be coordinated with the City of Aztec; proposed changes must be submitted to the City of Aztec in writing.
13. Provision of rental equipment, (i.e. pull carts, clubs)
14. Supervision of play on the course (rangers).
15. Competent golf instruction for a variety of skill levels.
16. Provision of supplies in the Pro shop (if applicable).
17. Provision of range balls (when applicable).
18. Maintenance of handicapping system
 - a. Keep accurate records so that handicaps may be computed on a regular basis; record changes requested by users on required forms; and administer USGA Handicap Rules & regulations.
19. Maintenance of membership records.
20. Maintenance of weekly and monthly course and facility usage; monthly report of revenues and expenses in sufficient detail to allow City administrators and City Commission to determine course is operated responsibly and in a manner as required by the agreement. Format will be determined upon execution of agreement.
21. Hiring and supervision of all necessary staff to operate and maintain AMGC facilities, grounds and equipment.
22. Enforcement of all rules and regulations relative to the golf course.
23. Pro shop operation is at the discretion of the contractor.
24. Operate and maintain a practice range (when applicable)

- a. Provide range balls that are in a reasonable condition for rental; develop convenient system for dispensing and collecting range balls; keep range tee area neat (when applicable)
25. Maintain a close professional relationship with the City Parks and Recreation Director.
26. Promote, organize and operate golf tournaments
- a. Tournaments - Meet with sponsors for the purposes of planning and implementing the details of the tournament, including but not limited to; securing carts, assigning starting times, assigning carts, preparing scorecards and scoring sheets, keep the tournament and field on starting times, keep players moving, record scores, determine winners, be available for rules decisions.
27. Coordinate with private groups for golf tournaments
28. Actively promote golf through clinics, films, educational seminars, etc.
29. Actively promote the Junior Golf Program and the San Juan County First Tee Program
- a. Prepare and plan Junior golf programs, clinics and junior tournaments.
 - b. Provide an active program to assist the High School Golf Team to improve and grow their programs by working directly with the coach. This will include free play during the Golf Seasons (Spring and Fall). Golf Team will coordinate tee times as not to disrupt Golf Course Operations.
30. Meet with and provide input to the Aztec Municipal Golf Course Association.
31. Operate the bar and restaurant in the clubhouse.
- a. Maintain a clean, efficient, and sanitary operation with a variety of food and beverage choices to suit a variety of customers.
32. Maintain the facilities and restrooms in a clean and sanitary manner. Provide all the necessary cleaning supplies and equipment to maintain the facilities according to Aztec General Services Department standards.
33. Maintain all necessary licenses, permits, and certifications
34. May provide other services which are closely connected to the playing of golf
35. Aggressive marketing of the Golf Course and it's amenities.

LEASE OF ALCOHOLIC BEVERAGE LICENSE

- 1. The City agrees to lease its governmental license to sell alcoholic beverages at the Course during the term of the Agreement. The qualified bidder agrees to terms and

conditions as may be set forth in law and regulation including, but not limited to those promulgated by the Alcohol and Gaming Division, Department of Regulations and licensing, State of New Mexico. The qualified bidder agrees and warrants that during the term of the Agreement it will not give authority to other parties to sell alcoholic beverages from anywhere on the course.

~~1-2.~~ The City shall pay the cost of the annual liquor license (\$1,300.00 based on 2016 liquor license cost). The Contractor shall reimburse the City annually for the actual liquor license cost paid by the City

~~2-3.~~ Operator will be required to obtain liquor liability coverage.

HOURS OF OPERATION

1. The primary operating period shall be daily, daylight to dusk, seven days per week, weather permitting. The golf course schedule may be adjusted during the months of November through March, if the use of the golf course may cause damage to the greens, tees, or other turf areas. Changes to the operating schedule can be made only with the written approval of the City of Aztec.
2. The restaurant and bar will have the same hours of normal operation as the golf course, except the service of liquor as restricted by State Statutes.

UTILITIES

Existing utilities: telephone, internet, electric, gas, water, sewage/garbage, and cable will be procured and paid for by the operator. Expansion of or additional utilities will be coordinated with the City and will be the responsibility of the management firm.

Southside Water Users Association provides potable water to the course and the account remains with HVCC as owner of the water meter. The operator will be responsible to make arrangements with Southside Water Users for monthly receipt of billing statement and timely payment of same.

INSURANCE REQUIREMENTS

1. Commercial General Liability insurance with not less than the following limits shall be provided by the Management firm:
 - a. General aggregate: \$1,000,000.
 - b. Completed operation aggregate\$1,000,000.
 - c. Personal and advertising- injury \$1,000,000 each occurrence.
 - d. Fire damage: \$1,000,000: Medical expense\$5,000.

NOTE: All coverage described above will be obtained by the successful proposer at his/her cost. A Certificate of Insurance shall be provided to the City and the City shall be named as an additional insured under all policies.

2. Workers compensation insurance shall be required under the Laws of the State of New Mexico.
3. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:
 - a. Bodily injury: \$1,000,000 per person \$1,000,000 per accident.
 - b. Property damage: \$500,000 per accident

PERFORMANCE BOND

The City may require the operator to furnish a bond or letter of credit in a form to be prescribed and approved by the City, payable to the City and conditioned upon the Operator faithfully performing all of the requirements of the agreement. Before the agreement shall be executed, the Provider shall furnish a corporate surety bond as security for the performance of the agreement. Said bond must be in the amount of not less than one-hundred fifty thousand dollars (\$150,000). If the Provider defaults on this agreement, then the performance bond shall immediately become due and payable.

CITY OF AZTEC RESPONSIBILITIES:

1. Timely payments of lease agreements executed by the City of Aztec for golf carts with Yamaha Corporation.
2. Timely payments to HVCC in accordance with facility lease agreement between the City and HVCC.
3. City owned equipment which will remain at AMGC for the use by Contractor for the operation and maintenance of AMGC. Contractor will be responsible for the maintenance and service of equipment.
 - a. Yamaha Golf Carts
 - b. Greensmaster 3250-D (2)
 - c. Turf Pride Top Dresser
 - d. Auto Hoist
 - e. Toro Computer System
 - f. Irrigation System PLC
 - g. 300 Gallon Diesel Tank with Containment Reservoir
 - h. Technology equipment including personal computers (3), printer, wireless access points (2), bridge, network switch, flat screen television
 - i. [Aaladin power washer - Model #12-216 ES](#)

Staff Summary Report

MEETING DATE: 20 December 2016
AGENDA ITEM: XI. Business Item (C)
AGENDA TITLE: **AMGC Operations**

ACTION REQUESTED BY: City Commission
ACTION REQUESTED: Terminate AMGC Lease Agreement
SUMMARY BY: Joshua W. Ray

PROJECT DESCRIPTION / FACTS

City Commission held a workshop to discuss the options for Aztec Municipal Golf Course (AMGC). At the workshop, Commission selected two options to discuss and vote on at the next City Commission meeting.

The first option is to contract with Randy Hodge for total operations of the golf course (Business Item (B)).

The second option is to terminate the lease agreement with Hidden Valley Golf Course.

The following information was presented at the workshop:

The City will cease to operate the Golf Course at the end of our current agreement with Hidden Valley.

The current lease agreement with the property owners expires on February 16, 2017 (notary date)

Based on previous expenditures, the City will expend an additional estimated \$42, 000 up until this date. Per our existing agreement, the course will remain open until the end of the agreement.

<i>Carts</i>	<i>\$5,760 to February</i>
<i>Facility Lease</i>	<i>\$6,000 to February</i>
<i>Ruby's</i>	<i>\$6,676 to February</i>
<i>Payroll</i>	<i>\$17,500 (Superintendent to p/e 2/25/17)</i>
<i>Utilities</i>	<i>\$6,000 to February</i>
<i>Water Rights</i>	<i>\$2,700 (will be due February 2017)</i>

We would need to determine how to handle Memberships paid beyond February.

We may have potential Unemployment Claims that could impact long term expenses.

Due to our agreement with Ruby's in The Valley we will need to provide them with a 90 day notice of termination.

The City will be required to pay \$127,969.20 for the 40 golf carts for early termination of the agreement. The City will have the option of allowing Yamaha to sell our golf carts to reduce our total liability. This number cannot be determined until the City requests Yamaha to sell the carts. We have attempted to determine the value of the carts with Yamaha but they cannot attempt to re sale the carts until we tell them we no longer want to keep these carts.

The net impact to end the operations of the golf course this year will be approximately \$147,969.20.

There will be no expenditures the following years related to the golf course.

It has been discussed that the City may not be liable for the entire term of the cart leases due to budgetary restrictions.

If Commission votes to terminate the lease agreement with Hidden Valley Golf Course and to cease all operations, then the City will need to begin that process now.

For this action to occur, the City will:

1. Terminate lease agreement with Hidden Valley
2. Terminate agreement with Ruby's in the Valley
3. Terminate the agreement with Yamaha

SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: Motion to terminate the lease agreement with Hidden Valley and to cease all operations at Aztec Municipal Golf Course.
