

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
February 28, 2017
201 W. Chaco, City Hall
5:00 p.m.

5:00-6:00 p.m.

- A. Enforcement of Sign Code**
- B. Future Solar Panel Requirements**

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

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

Staff Summary Report

MEETING DATE:	February 28 , 2017
AGENDA ITEM:	WORKSHOP
AGENDA TITLE:	A. Enforcement of Sign Code

ACTION REQUESTED BY:	Steven M. Saavedra, Community Development Director
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ACTION REQUESTED:	Consideration of Clarification
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SUMMARY BY:	Steven M. Saavedra, Community Development Director
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PROJECT DESCRIPTION / FACTS

The Community Development Department seeks to clarify the enforcement and procedures in Aztec City Code Chapter 20 Sign Code. There are numerous sign code violations throughout Aztec. In balancing harmony with the business community and the sign code, Community Development seeks Commission's insight.

SUPPORT DOCUMENTS:	<ul style="list-style-type: none">• Aztec City Code Chapter 20 Sign Code
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DEPARTMENT'S RECOMMENDED MOTION:	Move to clarify.
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Staff Summary Report

MEETING DATE:	February 28 , 2017
AGENDA ITEM:	WORKSHOP
AGENDA TITLE:	B. Solar & Wind requirements

ACTION REQUESTED BY:	Steven M. Saavedra, Community Development Director
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ACTION REQUESTED:	Consideration of Approval
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SUMMARY BY:	Steven M. Saavedra, Community Development Director
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PROJECT DESCRIPTION / FACTS

The Community Development Department seeks to clarify and propose to work on an ordinance for Solar and Wind. There are no specific rules or regulations pertaining to solar arrays or wind turbines in the City of Aztec. Community Development seeks to work on a zoning ordinance for both solar and wind turbines.

SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: Move to consider

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
February 28, 2017
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. PRESENTATION

Aztec Museum Annual Report

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CONSENT AGENDA

- A. Commission Special Workshop Meeting Minutes, February 13, 2017
- B. Commission Meeting Minutes, February 14, 2017
- C. Commission Special Meeting Minutes, February 20, 2017
- D. Travel Requests
- E. NMDOT MAP Application Support Resolution 2017-1039
- F. Resolution 2017-1040 Authorizing Signatures for Motor Vehicle Department Bank Account

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"

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X. ITEMS FROM CONSENT AGENDA

XI. CITIZENS INPUT (3 Minutes Maximum)

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

XII. BUSINESS ITEMS

- A. Transit Waste Solid Waste Contract
- B. Intent to Adopt Ordinance 2017-455 Amending the Municipal Code Chapter 16, Article IV, Division 4, Sec 16—211 Solid Waste Rates
- C. Resolution 2017-1041 Opposing CS/HB-174 Local Election Act

XIII. LAND USE HEARING

- A. Conditional Use For Aztec Municipal Schools

XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XV. DEPARTMENT REPORTS

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

XVI. CLOSED SESSION

Closed session pursuant to State Law, Section 10-15-1(H)(8), Discussion of the purchase, acquisition or disposal of real property or water rights

XVII. ADJOURNMENT

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1 CITY OF AZTEC
2 **SPECIAL** WORKSHOP MEETING MINUTES
3 February 13, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:20 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; Project Manager, Ed
16 Kotyk; City Clerk, Karla Saylor
17

18 **A. Plan of Work Fiscal Year 2018**
19

20 Mayor Sally Burbridge mentioned that this workshop is for the Commission to
21 talk about the upcoming plan of work for the upcoming year of Fiscal Year 2018. She
22 mentioned that this is a brainstorming for the commission about what are the projects
23 and priorities that will then roll into the budget process for staff. Josh handed out a blank
24 work plan format for FY18 with goals and a work plan that has been used in the past.

25 Commission discussed each goal and came up with projects for each goal.
26

- 27 • Goal 1 A safe, clean, livable community with a sense of pride, quality housing,
28 and strong identity
 - 29 ➤ Affordable Housing
 - 30 ➤ Street Maintenance
 - 31 ➤ Street Sweeping
 - 32 ➤ Police Staffing
- 33 • Goal 2-High quality, cost-effective public services
 - 34 ➤ Utility Rate Study
 - 35 ➤ Solid Waste Collection
 - 36 ➤ Sanitary Sewer Interceptor
 - 37 ➤ Waste to Energy
 - 38 ➤ Sewer Laterals
 - 39 ➤ Sewer Connections
- 40 • Goal 3-Progressive and responsible economic development
 - 41 ➤ Update Economic Development Strategy
 - 42 ➤ HUB Incubator Goals
 - 43 ➤ Metropolitan Redevelopment Area (MRA) Program
- 44 • Goal 4-Long term financial stability and stewardship of public funds
 - 45 ➤ Long Term Employment Plan
- 46 • Goal 5-Effective local and regional partnerships

- 1 ➤ School Safety
- 2 ➤ School Solar Project
- 3 ➤ Cross Training
- 4 • Goal 6-Environmentally sensible practices
- 5 ➤ Waste to Energy
- 6 ➤ Recycling
- 7 ➤ LED Lighting
- 8 • Goal 7-Resources and opportunities that enhance quality of life
- 9 ➤ Maintenance of Parks
- 10 • Goal 8-A work environment that develops and encourages employees; rewards
- 11 their creativity & innovation
- 12 ➤ Employee Recognition
- 13 • Goal 9-Government practices that encourage citizen involvement
- 14 ➤ Public Outreach
- 15 ➤ Trail Development
- 16 ➤ Proactive Volunteer Program
- 17 ➤ Town Hall Meetings
- 18 ➤ Youth Participation

19

20 Josh mentioned that by putting these goals down does not mean that we will

21 achieve them but by the time we get to the budget we will be restricted and it doesn't

22 matter that we couldn't achieve the goal but if we get it down on paper we will start with

23 that in our budget and then put a note on the ones that don't get completed that says

24 not going to happen this year but we see it as a need.

25

26 **II. ADJOURMENT**

27

28 Moved by Mayor Burbridge to adjourn the meeting at 7:25 p.m.

29

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35 _____
Mayor, Sally Burbridge

36 ATTEST:

37

38 _____
Karla Saylor, City Clerk

39

40

41 MINUTES PREPARED BY:

42

43 _____
Karla Saylor, City Clerk

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1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 February 14, 2017
4

5 **I. CALL TO ORDER**

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

9 **II. INVOCATION**

10 The Invocation was lead by Commissioner Austin Randall
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by General Services Director Steve Mueller
15
16

17 **IV. ROLL CALL**

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

23 Members Absent: Mayor Sally Burbridge
24

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

28 **V. AGENDA APPROVAL**

29
30 MOVED by Commissioner Randall, SECONDED by Commissioner Rogers to
31 Approve the Agenda as Presented
32
33

34 **VI. CITIZEN RECOGNITION**

35 None
36
37

38 **VII. EMPLOYEE RECOGNITION**

39 None
40
41

42 **VIII. CONSENT AGENDA**

43
44 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
45 Approve the Consent Agenda as presented
46

- 1 A. Commission Workshop Meeting Minutes, January 24, 2017
- 2 B. Commission Meeting Minutes, January 24, 2017
- 3 C. Travel Requests
- 4 D. Resolution 2017-1037 BLM East Aztec Arterial Land Acquisition
- 5 E. CDWI FY17 Grant Application
- 6 F. FY17 Youth Conservation Corps Services Agreement
- 7 G. Resolution 2017-1038 Surplus

8
9
10 **IX. ITEMS FROM CONSENT AGENDA**

11 NONE

12
13 **X. CITIZENS INPUT**

14 None

15
16 **XI. BUSINESS ITEMS**

- 17 A. Final Adoption of Ordinance 2017-454 Amending Chapter 17, Section 17-3
18 Safety Policy

19
20 Josh mentioned that there have been no changes and no comments on
21 this item since the Intent to Adopt.

22
23 MOVED by Commissioner McClure, SECONDED by Commissioner Rogers to
24 Approve Final Adoption of Ordinance 2017-454 Amending Chapter 17, Section 17-3
25 Safety Policy

26
27 A Roll Call Was Taken; All Voted Aye; Motion Passed 4-0

28
29 **XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

30
31 Josh Ray recognized the staff that works on Youth Conservation Corps
32 application process. He mentioned that the City of Aztec received an average of 95.88%
33 score on our overall program.

34
35 Mayor Pro-Tem Sipe mentioned that she attended a NWNMS committee meeting
36 and the topic was fundraising for food costs. She will attend EDAB meeting on
37 Thursday.

38
39 Commissioner Rogers mentioned that she attended a San Juan Safe
40 Communities Initiative Meeting and the presentation was on Civility First. She
41 mentioned that this week is National Act of Kindness week.

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Commissioner McClure mentioned that the Steamers and Dreamers event will be this Saturday and the doors open at 10:00am at the Aztec Community Center.

XIII. DEPARTMENT REPORTS

None

XIV. ADJOURMENT

Moved by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers to adjourn the meeting at 6:11 p.m.

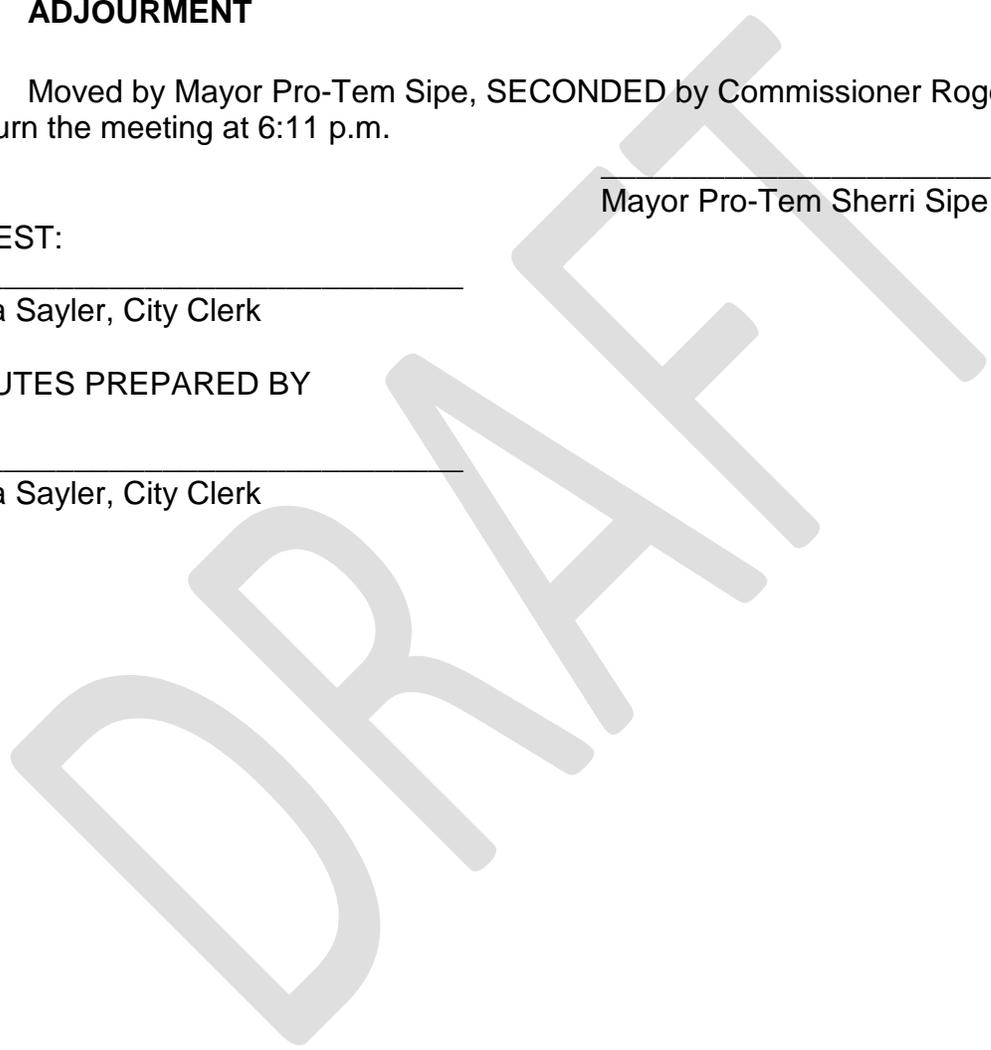
Mayor Pro-Tem Sherri Sipe

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY

Karla Sayler, City Clerk



1 CITY OF AZTEC
2 **SPECIAL** COMMISSION MEETING MINUTES
3 February 20, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Meeting to order at 5:15pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was lead by Commissioner Austin Randall
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was lead by Commissioner McClure
15
16

17 **IV. ROLL CALL**

18
19 Members Present: Mayor Sally Burbridge; Commissioner Sheri Rogers;
20 Commissioner Katee McClure; Commissioner Austin
21 Randall
22

23 Members Absent: Mayor Pro-Tem Sherri Sipe
24

25 Others Present: City Clerk Karla Sayler; City Attorney Larry Thrower
26

27 **V. AGENDA APPROVAL**

28
29 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
30 Approve the Agenda as presented
31
32

33 **VI. BUSNESS ITEMS**

34 A. Quit Claim Deed-Fairgrounds Road
35
36

37 Steven Saavadra, Community Development Director reviewed the map and staff
38 summary with commission. There was discussion on the land and the location of
39 Fairgrounds Road that is being donated to the Catholic Health Initiative for the future
40 development.
41

42 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
43 Approve Land Donation of 1.03 acres to the City of Aztec and the City of Aztec deeds
44 0.03 acres to Catholic Health Initiative Colorado, a Colorado non-profit corporation, dba
45 Mercy Regional Medical Center of Durango
46

47 **VII. ADJOURNMENT**

48

49 Moved by Mayor Burbridge, SECONDED by Commissioner Rogers to adjourn
50 the meeting at 5:30 p.m.

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Mayor, Sally Burbridge

56 ATTEST:

57

58

59 _____
Karla Sayler, City Clerk

60

61 MINUTES PREPARED BY:

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64 _____
Karla Sayler, City Clerk

DRAFT

Staff Summary Report

MEETING DATE: February 28, 2016
AGENDA ITEM: IX. CONSENT AGENDA (D)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Finance Staff
ACTION REQUESTED: Approval of Employee/Public Official Travel Requests
SUMMARY BY: Finance

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.
 - City Manager is requesting approval of attendance to two travels within the state. First, the Legislative Session held in Santa Fe to discuss any policy, budget or project questions with our State Legislators and the Entrepreneur Workshop held in Albuquerque to learn experiences and evolution from day one as a CEO of a company to here they stand today in 2017.
 - The Electric Dept. is requesting approval of their Lineman, Meter Technician and Apprentice Lineman of attending Annual Meter School held at the SCU campus in Fort Collins, CO. Employees attending this training will receive specialized training in areas only taught through this training. This program covers all aspects of electric meter installation, meter maintenance, meter applications, safety, voltage, current recognition, customer relations and customer service for field employees. The program also offers a certification test to certify employees as required in their job descriptions.

FISCAL INPUT (Finance Department)

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

SUPPORT DOCUMENTS: Travel Log February 28, 2016

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

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: FEBRUARY 28, 2017**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY17 Budget Available
02/20-21/17 02/21/17	Admin.	Legislative Session Santa Fe, NM. Entrepreneur Workshop Albuquerque, NM.	Yes	No	92.77 72.00 266.96	Actual Lodging Cost Meal & Gratuity Allowance Actual Mile/Rate Reimb.	Yes
03/12-17/17	Electric	Annual Meter School Ft. Collins, CO.	Yes	Yes	306.60 345.00 140.00 620.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging (Traveling w/Amos & Israel)	Yes
03/12-17/17	Electric	Annual Meter School Ft. Collins, CO.	Yes	Yes	306.60 390.00 620.00	Meal & Gratuity Allowance Registration Lodging	Yes
03/12-17/17	Electric	Annual Meter School Ft. Collins, CO.	Yes	Yes	306.60 345.00 620.00	Meal & Gratuity Allowance Registration Lodging	Yes

Staff Summary Report

MEETING DATE:	February 28, 2017
AGENDA ITEM:	IX. CONSENT AGENDA (E)
AGENDA TITLE:	NMDOT MAP Application Support Resolution 2017-1039
ACTION REQUESTED BY:	Finance Department, Public Works Department
ACTION REQUESTED:	Approval of NMDOT MAP Application Support Resolution 2017-1039
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The NMDOT is soliciting applications for the Municipal Arterial Program (MAP) for fiscal year 2018. This is an annual request for which the NMDOT has limited funds available. The City has successfully secured funds in the past which have been used for reconstruction projects including N Oliver, Ruins Road, the intersection of US550/NM516 and Main Avenue.
- The program funding is in the range of \$250,000 to \$300,000 plus a required match of 25% from the local entity.
- Although the City's experience with the MAP funding has been limited to reconstruction, the program will provide funds for construction. While there may be other deserving road projects in the City which meet the funding qualifications, the East Aztec Arterial is a project which is in final design and its purpose is to assist in the distribution of state highway system traffic, primarily providing an alternative route for heavy industrial truck traffic and improving the safety for pedestrians and vehicular traffic through downtown Aztec.
- If the City is successful in its application, any funds awarded will supplement the legislative, federal and NMDOT funds secured for the construction of phase 2 and relieve the City of a small portion of the cost of the project.

FISCAL INPUT / FINANCE DEPARTMENT

- If funding is awarded, agreements should be fully executed by the fall of 2017. It is anticipated the project will bid fall of 2017 with construction commencing spring 2018.

SUPPORT DOCUMENTS: Resolution 2017-1039

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve NMDOT MAP Application Support Resolution 2017-1039 for Fiscal Year 2018.

**CITY OF AZTEC
Resolution 2017-1039**

**A Resolution Supporting An Application For Funding Assistance Through
The New Mexico Department of Transportation Municipal Arterial Project
(MAP)**

WHEREAS, the City is applying to the New Mexico Department of Transportation for funds for construction of East Aztec Arterial, Phase 2, from US550 (south termini) to NM173 (north termini); and

WHEREAS, this project will construct a new roadway to NMDOT specifications and meets the requirements of a MAP project to assist in the distribution of state highway system traffic; and

WHEREAS, funds would be utilized for construction and supplement existing secured funds; and

WHEREAS, this project does require a 25% cash match.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Aztec, New Mexico that the New Mexico Department of Transportation is hereby assured that the City supports this project for new road construction and to provide the required cash match for this project.

ADOPTED and APPROVED this 28th day of February 2017.

Sally Burbridge, Mayor

ATTEST:

Karla Sayler, CMC City Clerk

Staff Summary Report

MEETING DATE: February 28, 2017
AGENDA ITEM: IX. CONSENT AGENDA (F)
AGENDA TITLE: Resolution 2017-1040 Authorizing Signatures for Motor Vehicle Department Bank Account

ACTION REQUESTED BY: Finance Department, Motor Vehicle Department
ACTION REQUESTED: Approve Resolution 2017-1040
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The City was advised early this month that Wells Fargo Aztec branch will be closing operations this spring. Per the agreement between the City and State of New Mexico, deposits for the motor vehicle operation must be made daily to avoid penalties to the City for non-compliance. Currently deposits are made through the night depository at Wells Fargo and the State sweeps the account the next business day for the amounts reported through the motor vehicle database.
- Although there appears to be discussion that Wells Fargo may be reconsidering their decision to close the Aztec branch, both the Finance and Motor Vehicle Departments request the account be relocated to Citizens Bank for both safety and efficiency. Currently deposits are being made to the two different banks resulting in City personnel being in possession of cash deposits for a longer period of time. Consolidating the accounts potentially reduces the risk to city employees.
- The account established at Citizens Bank will be non-interest bearing with no service charges. Funds are deposited one day and removed the following business day electronically by the state. Checks are no longer accepted for motor vehicle transactions resulting in no additional costs for returned items.

FISCAL INPUT / FINANCE DEPARTMENT

The change in banking institutions will require new deposit slips, last order was July 2016, \$40

SUPPORT DOCUMENTS: Resolution 2017-1040

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve **Resolution 2017-1040 Authorizing Signatures for Motor Vehicle Department Bank Account**

**CITY OF AZTEC
RESOLUTION 2017-1040**

Authorizing Signatures for Motor Vehicle Department Bank Account

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

WHEREAS, due to the change in financial institutions for the Aztec Motor Vehicle Department bank account, it is necessary to identify the signatories for withdrawals for the checking account.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Motor Vehicle Department checking account with Wells Fargo Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons:

Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director
Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

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

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

PASSED, APPROVED AND ADOPTED this 28th day of February 2017.

City of Aztec

Sally Burbridge, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE:	February 28, 2017
AGENDA ITEM:	XII. Business Item (A)
AGENDA TITLE:	Transit Waste Solid Waste Contract

ACTION REQUESTED BY:	City Manager
ACTION REQUESTED:	Approval of the Solid Waste Contract
SUMMARY BY:	Joshua Ray, City Manager

PROJECT DESCRIPTION / FACTS

The City has been contracting with Transit Waste/WCA to provide collection and disposal services for solid waste. This contract included residential and commercial services. The contract expired and the City started the RFP process.

The City received two proposals from the RFP process and interviewed both contractors.

The City selected Transit Waste/WCA and entered into negotiations to complete the included contract for review by City Commission.

The contract includes language provided by the City for the future implementation of the Waste to Energy project and language included by WCA for the future implementation of recycling services.

The City Commission will be able to decide whether or not to accept curbside residential recycling at a later date after the utility rate study has been completed.

The City will also decide on the administrative fee that is needed to ensure the health of the solid waste collection fund.

Contract will be effective March 1, 2017.

SUPPORT DOCUMENTS:	Transit Waste Contract (to be emailed and posted)
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DEPARTMENT'S RECOMMENDED MOTION:	Motion to approve the contract with Transit Waste/WCA to provide solid waste collection and disposal services.
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**SOLID WASTE MANAGEMENT AGREEMENT
BETWEEN CITY OF AZTEC, NEW MEXICO
AND TRANSIT WASTE, LLC**

THIS AGREEMENT (this “agreement,” “contract” or “Contract”) is made and entered into this 28 February, 2017, between the City of Aztec, New Mexico, a municipal corporation in San Juan County, New Mexico, hereinafter for convenience called the "City", and Transit Waste, LLC, hereinafter called the "Contractor".

I. GENERAL PROVISIONS

1. Authority.

Pursuant to the provisions of New Mexico Statutes Annotated §3-48-3 et seq. (1978) and Aztec Municipal Code, the City does hereby retain the services of the Contractor for the purposes set forth in this agreement and the Contractor hereby agrees to perform solid waste collection for the City for the consideration and upon the terms and conditions set forth in this agreement.

2. Findings.

(1) Disposal Facilities.

The City finds that disposal facilities need to be designed and situated to prevent a threat to human health or the environment; to comply with federal or state laws and regulations; and to result in demonstrably safe and environmentally more acceptable processes. The City presently does not have such facilities in the City or its immediate surroundings and must arrange for the collection and disposal of its solid waste in an approved landfill. The City must therefore arrange for the collection, transportation and disposal of its solid waste in a compliant landfill. The City hereby acknowledges and agrees that Contractor’s Bondad Landfill, Durango, Colorado is acceptable for Contractor’s disposal of the solid waste it collects pursuant to this agreement, subject to Contractor’s compliance with all applicable laws and regulations governing the operation of such landfill.

3. Construal of Agreement.

(1) Headings.

Section and subsection headings are included for convenience only. Such headings are not to be utilized for the purpose of determining the meaning of the agreement.

(2) Terms.

Unless the context otherwise requires: the singular shall include the plural; the plural shall include the singular; male shall include female; female shall include male; "may," "can," and "should," shall be permissive; "must," "shall," and "will" shall be mandatory; "or" shall be disjunctive; and "and" shall be conjunctive.

(3) Severability.

The provisions of this agreement are severable. If any provision is held invalid, the other provisions shall not be affected thereby but will remain in full force and effect.

4. Exclusive Agreement for Commercial and Residential Service.

The City hereby grants the Contractor the exclusive franchise during the term of this agreement for collection, disposal and management of residential and commercial solid waste located within the City except as limited herein. The City reserves solely unto the City the right to engage in the collection and disposal of solid waste or any other similar activity that may affect this exclusive grant to the Contractor. The City warrants that it has the authority to make such a grant. The City shall require mandatory collection of solid waste by the contracted collector.

5. Term and Renewal.

Subject to termination as herein elsewhere provided, the term of this contract shall commence at 12:01 AM on the 1st day of March 1, 2017 and terminate on the last day of February 28, 2018, at 11:59 PM. This term shall be automatically extended for an additional one-year term commencing March 1, 2018 and terminating on February 28, 2019, unless either party provides the other party with written notice at least one hundred twenty (120) days prior to expiration of the initial term it desires to not to extend the term of this agreement. If this agreement is renewed for such additional one-year term, thereafter, the Contract will be automatically extended for one (1) additional four year term unless either party provides the other party with not less than the one hundred twenty (120) days written notice of termination prior to the end of the one-year additional renewal term specified above.

6. Binding on Successors and Assigns.

Subject to any restrictions on the transfer and assignment of the rights granted under this agreement, this agreement will be for the benefit of, and will be binding upon, the parties hereto, and their respective successors and assigns.

7. *Interface with Local Solid Waste Ordinance.*

The City and the Contractor shall comply with the terms of any City ordinance relating to solid waste. All terms and phrases used in this agreement shall be interpreted consistent with the provisions in any Solid Waste Ordinance, unless otherwise expressly provided herein.

8. *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.

II. CITY PROVISIONS

1. *City Solid Waste Ordinance.*

City agrees to make such modifications to its Solid Waste Ordinance as shall be necessary to implement the terms of this agreement where determined to be necessary by the City, including any continuing modification of said Solid Waste Ordinance during the term of this agreement and any optional extension hereof.

2. *Payment to Contractor and to the City.*

Subject to revisions in the schedules of payments.

3. *Tort Claims Act; City Liability.*

To the extent of the City's liability insurance coverage, and only to the extent allowed by law, City agrees to hold Contractor harmless from claims, demands and costs which may be asserted against Contractor by reason of the City's acts or omissions under this agreement. The Contractor agrees to hold the City harmless from claims demands and costs that may be asserted against City by reason of the Contractor's acts or omissions under this agreement.

4. Franchise Fees.

The Contractor shall pay to the City an additional franchise fee on all hauling services provided by the Contractor to customers within the City of Aztec's area of service that are performed under direct bill between the Contractor and customer. Said franchise fees shall be six percent (6%) of all of the Contractor's revenues collected for such services and shall be payable to the City within twenty-five (25) days after the end of the month in which such revenues were collected.

5. Waste Diversion Rights

City shall have the exclusive rights to the waste for the city's future plans to develop a Waste-to-Energy facility using the waste defined in this contract as fuel for this facility. Hauler agrees to divert the waste from its final point of delivery to a specific location which shall be determined when and if the facility is developed. The parties agree that the pricing matrix for this cost difference will be determined on the cost per mile basis between the current Point of Delivery to the landfill in comparison to the Point of Delivery of the future Waste-to-Energy location.

III. CONTRACTOR PROVISIONS

1. Service.

The Contractor shall:

- (a) Provide complete and adequate refuse collection service (hereinafter "Service") to all persons and entities in the City entitled to such Service under the provisions of Chapter 21 of the Aztec City Code;
- (b) Collect, remove, and dispose of all refuse in the City of Aztec that is properly placed for collection, except where individuals or entities are authorized to remove and dispose of refuse under Chapter 21 of the Aztec City Code;
- (c) Furnish all labor, tools, apparatus, office facilities, materials and equipment necessary to provide such Service;
- (d) Provide regularly scheduled Service to residential areas not less than once per week;
- (e) Provide regularly scheduled Service to commercial and industrial areas, and establish frequency of collection and container capacity as are necessary to adequately affect such Service;

(f) In any event provide Service sufficiently adequate to prevent accumulation of refuse in the City of Aztec which would constitute environmentally unacceptable conditions, a public nuisance or health hazard;

(g) Respond promptly to any request of the City for special service caused by failure of the Contractor to provide regular Service;

(h) Not litter any street or premises in the process of providing Service and promptly remove and clean up any spillage;

(i) Establish and maintain an office and local contact phone number in the City as provided in Section III.10, Complaints Procedure, of this Contract;

(j) Without delay, after removing refuse from any container, cause such container to be replaced at its designated position with lid or cover on and in place;

(k) Exercise reasonable care in the handling of refuse, disposal bins, and containers. Any spills shall be the responsibility of the contractor for immediate clean-up;

(l) Require its employees and personnel to avoid crossing private or public planted and landscaped areas and to avoid climbing or jumping over hedges, fences, curbs or shrubbery;

(m) Require its employees and personnel to make all collections in a quiet and orderly manner, to avoid unnecessary noise and disturbances, yelling or shouting, and to avoid unnecessary banging or throwing of cans or containers, squealing of tires or brakes, blowing of horns and other unnecessary noise.

(n) Provide a complete collection and disposal curbside single source program together with all required staff, infrastructure facilities and equipment as required in the proposed contract.

2. Areas to be Served; Routes, Schedule.

(1) Areas to be served.

Service shall be provided to all areas within the corporate limits of the City of Aztec, and any tracts, territories and areas hereafter annexed to, or acquired by the City of Aztec. Service may also be provided to areas outside the corporate limits that are currently being provided any utilities by the City. This service shall be at a rate agreed upon by both parties and provided for by ordinance.

(2) Routes and Schedule of Collections.

The Contractor shall provide the City with maps and schedules of residential and commercial collection routes and keep such information current at all times. In the event of changes in routes or schedules that will affect the day of pickup, the Contractor shall so notify the City and each consumer affected, in a manner and time as is reasonable. Any changes in routes and/or schedules will also be subject to the City's approval, which will not be unreasonably withheld.

Not more than thirty (30) days after the commencement of this contract, the Contractor shall furnish for the City's approval, the initial schedules and maps of all routes to be used in servicing the areas specified in this agreement.

The City represents and warrants to Contractor that all public streets, roadways or other surface areas that the Contractor uses to perform the waste collection services contemplated by this Contract, based on the route schedules approved by the City, are able to withstand the weight and impact of Contractor's fully-loaded vehicles. Accordingly, the City releases and waives any claims it may have or make for any damage to public streets, roadways or other surface areas resulting from the Contractor's performance of the services under this Contract; provided, however, that the foregoing release and waiver shall not apply to any damages caused by the Contractor's negligent acts or omissions, Contractor's breach of its performance obligations under this Contract or from any accidents or damage for which the Contractor is determined to be at fault.

3. Location and Frequency of Collection.

(1) Residential Collection.

All collections made by Contractor for other than a qualified physically disabled resident, shall be made at curbside from the streets, except where special circumstances warrant otherwise and where approved by the City. The City shall require owners to deliver receptacles to such point for collection, and return empty receptacles from said points to the usual place of storage.

The Contractor shall collect solid waste from residential units once a week. It is the responsibility of the customer to see that solid waste is placed at curbside, or as close as practicable to the collection point, by the time and in the manner specified in the City's Solid Waste Ordinance on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

Physically disabled persons may request (in writing) and receive service whereby their waste containers (polycarts) are moved by Contractor from a convenient location, as provided by city ordinance, to the curbside for pickup. Containers qualifying for the physically disabled service will display the "handicapped" symbol. The resident will not incur additional cost for this service.

(2) Commercial Collection.

The City Utilities Service Director or designee and the Contractor shall determine the placement of commercial containers which placement shall ensure that the Contractor has reasonable and necessary access to such commercial container to enable same to be serviced in a safe and efficient manner. The specific location of a container will be determined in the planning and/or building permit process. The Contractor shall have input as to the location of containers on new commercial sites. The Contractor shall provide collection service for the collection of solid waste from commercial units a minimum of once per week, according to the procedure set forth in the Solid Waste Ordinance. The frequency of collection and the placement and type of container shall be based on health, safety and convenience.

4. Hours of Collection.

- (1) Normal hours of collection shall be as specified below. Exceptions will be approved by the City only when necessary to complete collection of a route due to unusual circumstances.
- (2) Residential collection shall be between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday.
- (3) Commercial collection shall be between the hours of 4:00 a.m. to 8:00 p.m. Monday through Friday, and 4:00 a.m. to 1:00 p.m. on Saturday.
- (4) Mixed Collection (mixed collection is the collection of residential commercial in one area) shall be between 7:00 – 8:00 p.m. Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturday.
- (5) Collection beyond the hours established for residential or commercial customers shall be permitted only in the event of extra heavy workload, excessive equipment breakdown, or unusually heavy inclement weather. The City Manager or his/her designee shall first approve any deviations for the established work hours.

5. Holidays.

- (1) When the regular pick-up falls on a holiday, as herein defined (New Years Day, Memorial Day, July 4th Independence Day, Labor Day, Thanksgiving Day, and Christmas Day), the pick-up shall be made on the next schedule collection day.

- (2) Contractor reserves the right to delete, add, or change above stated holidays. Contractor will notify the City of any alterations within thirty (30) days.

6. Missed Collections.

- (1) In the event that a regularly scheduled collection is missed and a complaint is received by either the City or the Contractor, a special collection of the solid waste will be required of the Contractor within (twenty-four) 24 hours of the time the missed collection complaint is received by the Contractor. The City shall notify the Contractor of any such complaint it receives within four (4) business hours.
- (2) In the event of missed pickups due to the customer or resident's negligence, at the customer's request, a special pickup will be made within 24 hours and the customer charged per the rate schedule. In the event of missed pickup due to acts of God, weather, or events outside the control of the Contractor, pickup will be made as soon as possible when conditions are safe to continue service.

7. Special Services.

The Contractor shall, upon request of the customer, provide special services as follows:

- (1) Dead Animals.

Contractor shall make all necessary arrangements to allow its residents to dispose of dead animals for a fee at the sanitary landfill used by Contractor. The Contractor shall allow the City to dispose of dead animals at no cost to the City.

- (2) Special Services.

Upon request and for a fee, the Contractor shall provide special services for items that do not conform to the weight or size limitations for regular pick-up, such as the removal of bulky wastes, white goods and tree trimming. White goods are defined as appliances (stoves, refrigerators, freezers, etc.).

- (3) Special Wastes and Hazardous Waste.

The Contractor shall, upon request, provide for the collection and removal of special wastes, if Contractor is licensed to do so, according to any applicable federal, state or local requirements. The disposal of such special waste is a matter of private agreement between the parties, and the rates shall not be set by the City. Contractor shall dispose

of all such waste only in an appropriately permitted facility. Special waste means a solid waste which may require chemical analysis prior to acceptance or which may require special handling or disposal procedures. Special wastes include, but are not limited to: asbestos, bulk tires or other bulk materials, biomedical waste, sludges and contaminated soil.

The Contractor shall have no obligation under this agreement to provide any services for the collection, transportation, removal or disposal of hazardous waste, as such term is defined under applicable New Mexico law.

(4) Recyclable.

If the City elects to implement a solid waste recycling program, the Contractor shall have the right, but not the obligation, to perform such recycling services, subject to and upon terms and conditions mutually agreed upon by the City and the Contractor. If the City and Contractor are unable to agree upon the terms and conditions of any such recycling program, the City may engage another provider of recycling services to perform the collection, processing and disposal recycling services for the City program.

(5) Use of Landfill.

Contractor shall make all necessary arrangements to allow the City or its residents to use the sanitary landfill. The cost for municipal waste directly hauled to the Contractor's Bondad Landfill in Durango, Colorado by any City resident shall be free, subject to the following limitations: a resident of Aztec may dispose of household trash, at no cost, in an amount not to exceed three (3) cubic yards every two-(2) months. Household trash is defined as waste generated in the confines of the residence, which may also include leaves. Free disposal shall not be extended to commercial customers and disposal of any construction debris. Residents will be required to show proof of residency.

8. Containers, Size; Providing for.

(1) Residential.

The City shall specify in its Solid Waste Ordinance the maximum size for mechanically receptacles not to exceed ninety-six (96) gallon capacity and/or one-hundred fifty (150) pounds, and bundles not to exceed four (4) feet and/or fifty (50) pounds. The Contractor shall provide mechanically loaded receptacles, and the City shall specify a weight limit in the Solid Waste Ordinance as recommended by the Contractor. The replacement of any mechanical receptacle due to theft, misuse or physical damage, other than ordinary wear and tear or due to the Contractor's sole negligence, shall be subject to a one-time charge to the residential customer of \$65.

(2) Commercial.

The use of compactors, containers, dumpsters, and roll-off containers shall be the subject of private agreements between the Contractor and users to the extent possible, if not regulated by the Solid Waste Ordinance. When conflicts exist as to the type, size or frequency of collection, the City Manager or Designee will make the final determination, or the City may specify requirements in the Solid Waste Ordinance.

(3) Approval of Containers.

Upon the effective date of this agreement, Contractor shall receive approval from City before using any new type of container other than provided herein or in the Solid Waste Ordinance.

(4) Noncompliance with Regulations.

Contractor may not, and shall not be obligated to, collect solid waste from containers that do not conform to the requirements of the City as to size, weight, type, condition, et cetera. Contractor shall reasonably inform the City of all non-standard containers, or of containers that exceed restrictions in weight and size, and shall further place on each such container, or at the residence, a tag indicating the problem with the container.

9. Operations.

(1) Services to the City.

Contractor shall provide reasonable solid waste collection and disposal service to the City government, free of charge. Such service shall include but not be limited to:

- (a) Emptying outside solid waste receptacles (carts or dumpsters) placed throughout the corporate area of the City to include: Hartman Park, Minium Park, Riverside Park, Cap Walls Park, Florence Park, Kokopelli Park, Tiger Park, Tiger Sports Complex, Rio Animas Park, Armijo Plaza, Swire-Townsend Refuge, Kart Club and Motor Cross Track; and other public areas designated by the City, in writing, during the term of the agreement.
- (b) Monthly roll-off (30 yd container) at the City's recycling center for the public's use for the disposal of debris. Requirements exceeding one roll-off per month will be billed to the City at a rate negotiated with the agreement.
- (c) Participating in general city wide cleanup programs; two weeks a year, including delivery, transport and pickup in a timely manner a minimum of five (5) 30 cy metal containers at City direction;

- (d) A Christmas Tree Recycling Program;
- (e) Quarterly roll-off provided to the City, upon request, for yard and construction debris; and
- (f) Disposal of dead animals at the Animal Care and Control facility. The Provider will provide assistance to the City Staff to load the dead animals from the facility to the Provider's equipment.

(2) Notices to Customers.

The Contractor shall cooperate with the City to inform all customers about relevant complaint procedures, rates and billing procedures, collection and recycling regulations, days and hours of scheduled collection service, and any other relevant notices. In addition to other means of informing customers, the Contractor shall provide information as necessary to the City for customers.

(3) Necessary Equipment and Containers; Repair and Maintenance.

Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this agreement. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's standards. Contractor shall comply with applicable U.S. Environmental Protection Agency standards and New Mexico Department of Transportation regulations.

- (a) Each vehicle shall bear at a minimum the name and telephone number of the Contractor plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in numbers at least three (3) inches high on the front and rear.
- (b) Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste and/or leakage of fluids of any type. Fluid spills from vehicles operating on routes must be soaked up and cleaned up in an appropriate manner immediately. No vehicles will be overloaded.
- (c) The Contractor shall be responsible for an immediate response to spilled fluids and any damage caused by the Offeror in accordance with City, State and Federal regulations. The Contractor shall promptly notify the City of such spills or damages.

- (d) All trucks or other equipment used in collecting solid waste shall be thoroughly cleaned at least once each week, and deodorized or maintained in a sanitary and non-offensive condition. No solid waste material shall be allowed to remain in a truck or other collection equipment while parked overnight. The Contractor must comply with all applicable noise and pollution control laws, rules, ordinances and regulations.
 - (e) The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse its title or right of possession in and to any real or personal property used in the performance of this agreement, without replacing such property with property of comparable serviceability for use in performance of the Service provided under this agreement. Any attempt to do so without permission of the City shall constitute a material breach of the agreement.
 - (f) The Contractor shall properly maintain all Contractor owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment should be replaced with property in proper operating condition.
 - (g) The Contractor will perform all maintenance and repairs upon Contractor provided containers in order to keep them in proper operating order. The Contractor shall maintain, repair, or repaint a container upon the reasonable request of the customer. The Contractor shall be entitled to reimbursement for all maintenance or repairs occasioned by the negligent or intentional acts of third parties, including City residents, from such responsible third party.
 - (h) The Contractor may make private collections with the same vehicles used for collections under this agreement, provided that such use in no way impairs the delivery of service required under this agreement.
 - (i) Contractor further agrees that it will, upon request and for a reasonable fee, return solid waste containers to its repair yard for purposes of thoroughly cleaning said containers (commercial containers).
 - (j) The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended.)
- (4) Inspection of Equipment.

The City shall have the right to inspect all vehicles, equipment and containers used by the Contractor in carrying out the requirements of this agreement. Contractor shall promptly perform all corrections of conditions found to be in violation of any City ordinances or state or federal laws.

(5) Supervision of Employees.

Contractor shall:

- (a) Employ and retain supervisors and employees who are experienced and qualified to assure performance of this agreement;
- (b) Provide adequate number of qualified personnel properly trained to conduct the tasks required by this Scope of Work and identified in a Contract between the City and Provider and as may be required to satisfy the New Mexico Environment Department (NMED) and/or the Occupational Safety and Health Administration (OSHA). Provider and subcontractor may be required to provide list of personnel fulfilling requirements of Scope of Work, and evidence of their qualifications. The City shall retain the right to reject personnel if they do not meet City qualifications;
- (c) The awarded Provider must submit their drug-alcohol free workplace policy to the City within 48 hours of Notice of Award. If applicable, CDL drug/alcohol testing policies and procedures must comply with Department of Transportation (DOT) drug-testing regulations. In addition, the drug-alcohol free workplace policy must apply to all applicable employees and include provisions for reasonable suspicion, pre-employment, and post accident drug/alcohol testing.
- (d) Provide adequate operating and safety training for all of its employees and personnel including, but not limited to hazardous waste management.
- (e) Furnish, upon the request of the City, information concerning the background and experience of any supervisor, agent or employee of the Contractor;
- (f) Require the appropriate field employees to wear a company uniform clearly labeled with the name of the company and employee. Such clothing will be as neat and clean as circumstances permit. Shirts will be required at all times;
- (g) Allow the City to make a complaint regarding any employee or agent of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his or her duties; who is unnecessarily noisy or violates the motor vehicle code. Any disciplinary action suggested by the City shall not be binding on the Contractor;
- (h) Require that employees follow regular walkways for pedestrians while on private property, not trespass or loiter on private property; not cross property to adjoining property, and not meddle or tamper with property which does not or should not concern them;
- (i) Require that each employee assigned to drive a vehicle shall, at all times carry a valid

driver's license for the type of vehicle being driven, and shall comply with all other state and local laws, ordinances, rules, and regulations;

- (j) Encourage that each employee be trained in first aid;
- (k) Assure that each employee that drives or operates vehicles or equipment is properly trained in the operation thereof;
- (l) Contractor will cleanup any spilled debris associated with pickup;
- (m) Employees shall not accept gratuities for any reason whatsoever from residents, tenants or other persons.

10. Complaints Procedure/Process and Liquidated Damages.

1. Procedure/Process.

- (a) The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. (The term legitimate complaint means after the customer has contacted the Utility office with an initial complaint and the complaint has not been resolved in a 24 hour period and the customer makes a 2nd call to complain on the same complaint.)
- (b) In order that the City may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the City.
- (c) The Contractor agrees to furnish a monthly report listing the name and address of the person complaining, the nature of the complaint, and the disposition of each complaint.
- (d) All complaints whether received in person, by mail or telephone, shall be recorded in triplicate, one (1) copy to go to the City and two (2) copies to be retained by the Contractor. Complaints received shall be serviced within 24 hours from the time in which such complaint is received by the Contractor. For each month in which the number of legitimate complaints reaches ten (10) or more for any cause the City shall be entitled to claim liquidated damages of ten dollars (\$10.00) per complaint. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished or the Contractor provides sufficient information to the City that the claim is unfounded. The claim may be brought to the City of Aztec Utility Advisory Board for dispute of a legitimate claim.

2. Disagreements.

To prevent all disputes or litigation of the liquidated damages fees, it is understood that all questions rising as to the proper performance and the amount of work to be paid for under this Agreement shall be subject to the decision of the City Manager.

3. Appeal of Complaints.

Contractor retains the right to appeal any decision by the City Manager to the City Commission.

4. Liquidated Damages.

The following acts or omissions shall be considered a breach of the contract and for the purpose of computing damages under the provision of this Section, it is agreed that the City may deduct from payments due or to become due to the Contractor, the following amounts as liquidated damages:

- (a) Collection of residential solid waste prior to 7:00am or after 8:00pm Monday through Friday. (Section III, Subsection 3 – each case Hours of Collection) \$150.00
- (b) Collection of commercial waste prior to 4:00 a.m. to 8:00 p.m. Monday through Friday, and 4:00 a.m. to 1:00 p.m. Saturday. each case (Section III, Subsection 3– Hours of Collection) \$150.00
- (c) Collection of mixed solid waste prior to 6:00 a.m or after 8:00 pm Monday through Friday, and prior to 7:00am or after 3:00 p.m. on Saturday. (Section III, Subsection 3– Hours of Collection) \$150.00 each case
- (d) Legitimate Complaints (Section V, Subsection 4 – Complaints Procedure/Process and Liquidated Damages) (Over ten (10) per month.) \$10.00 additional legitimate complaint
- (e) Failure to clean vehicles and maintain in good working condition. (Section III, Subsection 9. (3) Necessary Equipment Containers; Repair and Maintenance and Subsection \$24.00 each vehicle
- (f) Failure to keep vehicles closed or covered. (Section III, Subsection 9. (3). Necessary Equipment Containers; Repair and Maintenance and Section III Subsection 9 (5) Supervision of Employees (e) \$100.00 each vehicle
- (g) Loaded vehicles left standing on the street unnecessarily. (Section III, Subsection 9. C. (h) Necessary Equipment each vehicle \$25.00

Containers; Repair and Maintenance)

- (h) Failure to maintain schedule established and given as a \$25.00 requirement of this Agreement, in writing to the public and per violation the City. (Section III, Subsection 9, B. – Notices to Customers) of route schedule.
- (i) Failure to pick up scattered debris which was caused by driver \$10.00 error. Each vehicle shall have at least one broom and shovel to each case clean up solid waste that may be spilled or otherwise scattered during the process of collection. (Section III, Subsection 9. (3) and Section III Subsection 9 (5) Supervision of Employees.

11. Landfill/Disposal Site.

The location of the disposal site to be used under the terms of this agreement is the Bondad Landfill in Durango, Colorado, although in any time of emergency or convenience the Contractor may use any compliant landfill. The choice of this site was made by the Contractor, who will assume all related fees. Compensation for hazardous waste fee and unanticipated costs will be subject to this agreement's provision for petitioning for extraordinary costs. Contractor may, at any reasonable time, be asked to provide evidence that the disposal site, upon which its rates are based, is the site actually used, and that the said site is operated according to State and federal Regulations. Primary use of different sites is subject to the approval of both parties.

12. Performance.

(1) Performance Bond

- (a) Contractor shall furnish to the City and keep in force during the term of this agreement or any renewal or extension thereof, a performance a bond not less than the amount paid by the City for solid waste services during the previous calendar year. The bond shall guarantee the Contractor's faithful performance of its duties and obligations under this Agreement and shall be in such form as has been approved by the City Attorney.
- (b) The surety on the bond shall be a duly authorized corporate surety company qualified under New Mexico law and regulation to issue such bonds in the State of New Mexico. Attorneys-in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. Said bond shall be kept in force throughout the term of this Agreement or any renewal or extension thereof. In the event of the surety's insolvency the Contractor shall provide a new

bond in no less than fifteen (15) days.

- (c) This Agreement shall be subject to termination by the City at any time if said bond shall be canceled, or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City prior to the effective date of said cancellation. The agreement will not be terminated if, within thirty (30) days of such notice, the Contractor files with the City a similar bond to be effective for the balance of the contract period.

13. Books, Records; Access to Reports.

The Contractor shall keep detailed, accurate and complete records in such reasonable form as the City may require, and the City has the right to inspect the same to show compliance with this agreement. The Contractor shall provide an annual corporate financial report to the City.

14. Joint and Several Liability.

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable for the obligations of the Contractor under this agreement.

15. Indemnification.

The Contractor assumes all risk of loss or injury to property or persons arising from any of its operations or omissions under this agreement. The Contractor will indemnify and hold harmless the City, its officers and agents, servants and employees from any and all such suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising from any claims, willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this agreement. However, Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this agreement or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

16. Insurance.

- (1) The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof, insurance in the minimum amounts as follows. Employer's liability coverage will be required of the Contractor or any subcontractor for any class of employee engaged in work under this agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by Insurers acceptable to the City and authorized to do business in the State of New Mexico.

(2) Fire and extended related coverage and liability insurance for all collection equipment and facilities shall also be provided. Prior to the effective date of this agreement, the Contractor shall furnish the City with Certificates of Insurance or other satisfactory evidence that such insurance has been procured and is in force. Such policy shall not thereafter be canceled, permitted to expire, or changed without thirty (30) days advance written notice to the City.

(3) Minimum Limits of Liability (inclusive of excess or umbrella coverage).

- | | |
|--|---|
| (a) Workman's Compensation | Statutory |
| (b) Employer's Liability | \$1,000,000 Each accident
\$1,000,000 Disease Each employee
\$5,000,000 Disease – Aggregate |
| (c) General Liability
Including Fire and Environmental
Bodily Injury | \$5,000,000 Each occurrence
\$5,000,000 Aggregate |
| (d) Property Damage | \$2,000,000 Each occurrence
\$5,000,000 Aggregate |
| (e) Bodily Injury and Property Damage | \$5,000,000 Each occurrence |

(4) The Contractor shall name the City as an additional Insured, and shall insure the City in the same general terms and to the same general effect as any agreement of the Contractor, to indemnify and hold harmless the City. Insurance limits and coverage requirements shall be renewed at annual intervals from the effective date hereof, and may then be reasonably adjusted at the option of the City. City shall not require an increase greater than the average insurance coverage required by cities of similar size in the southwest United States. All policies must contain a provision requiring the Insurer to notify the City at least thirty (30) days prior to cancellation of any policy. The City, its officers or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

17. Lawsuits/Litigation.

The Contractor shall pay any judgment which may be obtained against the City either alone or jointly with said Contractor, for injury or damage to persons or property by reason of the performance or non-performance by the Contractor of the terms of this agreement, or in connection with the infringement by the Contractor of any patents. If the City alone shall be sued for such injury or damage, Contractor shall be provided immediate written notice by

the City and Contractor shall appear and defend such action unless caused solely by the negligence of the City.

18. Waivers.

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

19. Permits; Licenses; Taxes.

The Contractor shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the City or other public entities.

20. Compliance with Law.

In its performance of the terms and conditions of this agreement, the Contractor shall comply with all city, state and federal laws, ordinances and regulations which are now or which may hereafter regulate the activities which are the subject of this agreement. The Contractor shall keep informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Contractor shall protect and indemnify the City and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order and decree.

21. Training.

Contractor shall avail itself and its employees of the training in solid waste management provided from time to time by the New Mexico Environmental Division, or by any other recognized entity, and generally keep itself abreast of the advances made in the field of solid waste disposal.

IV. MUTUAL PROVISIONS

1. *Interruption/Continuity of Service.*

An interruption of service due to a vacancy, whether temporary or permanently, in which the customer requires service for a period of less than ten (10) days will not constitute a full month of service and therefore no billing of charges. A period of service to ten (10) days or greater will be deemed a continuation of service for an entire month and subject to charges for a complete month.

2. *Duty of Contractor to Notify City of Condition of Streets.*

Contractor agrees to cooperate with City by notifying City of any problem area in streets and alleys. Contractor shall promptly notify the City Manager, in writing, of any street or alley which is impassable.

3. *Rate Changes.*

(a) CPI Adjustments.

Except as otherwise provided herein, and subject to the Quality and Cost of Service Study paragraphs, in July of each year, the rates and payments set forth and established in the current Exhibit 1 (rates) to the Contract shall be increased or decreased by an amount which is equal to seventy-five (75%) of the percent change in the National Consumer Price Index for All Urban Consumers (CPI-U) with fuel and energy cost excluded, as calculated using the month of March from the current year and rounded to the nearest hundredth, provided that any such increase or decrease shall not exceed eight percent of the rates set forth in Exhibit 1 (rates), as from time to time amended, in any one year.

(b) Fuel Cost Adjustment.

Except as otherwise provided herein and subject to subsection (f) below, in July of each year, if fuel costs have changed materially in relation to the cost per gallon for diesel fuel used to calculate the rates and payments (the "Base Fuel Cost:"), the rates and payments shall be increased or decreased to reflect a Material Change in Fuel Cost. The Base Fuel Cost used to calculate the rates and payments for the first year of this Agreement shall be \$ _____ per gallon. A Material Change in Fuel Cost shall be defined as a ten percent (10%) or greater increase or decrease in the cost of fuel from one year to the next. The adjustment shall be based on the price reported by United States Department of Energy, Energy Information Administration, in the Retail on Highway Diesel Prices Index for the Rocky Mountain Region

(www.eia.gov/petroleum/gasdiesel/) for the week including March 1 of the year of the adjustment (the "Current Fuel Cost") compared to the Base Fuel Cost for the previous year.

(c) Effective Date of Increase.

Any increase as provided above will be effective with the first billing cycle in July of the subject year. The Contractor will furnish to the City on or before May 1, the appropriate statistics justifying any increase. The City will notify the Contractor of any objections to the data supplied on or before May 15th. Unless such an objection is made, the new rates will be effective the first billing cycle in July and will be reflected in the City's payment for that month.

(d) Additional Rate Adjustments.

The Contractor may request an adjustment to the rates set forth in Exhibit 2 to recover changes in the cost of operations for circumstances which are not within the reasonable control of the Contractor. Such circumstances may include, and are limited to: (i) a change in Contractor operations due to Force Majeure (as defined in Section IV.10); (ii) any change in law, statute, rule, regulation, or local government that is effective after the date of this Agreement, including but not limited to increases in surcharges, fees, assessments, or taxes levied upon waste collection or disposal; or (iii) changes in the scope or method of operations provided by Contractor required, initiated, or approved by the City. Such circumstances may not include changes in the cost of fuel. The Contractor's request shall include a report detailing the increased expenses associated with performance. The City will process such a request in a reasonable and timely manner and approval of such a request shall not unreasonably be withheld.

(e) City's Discretion.

Nothing contained herein shall be construed as a prohibition upon the right of the City to exercise its power to change rates at any time pursuant to its police power or to restrict in any way the City's full exercise of discretion in establishing charges to its citizens for Services to any premises in the corporate limits of the City of Aztec, so long as the Contractor receives compensation for the Services provided herein. If the City exercises changes the rate of compensation pursuant its police power, the Contractor shall have the option to terminate this agreement and have no further obligation to provide the Service pursuant to this agreement subject to providing the City with not less than ninety (90) days prior written notice of its intention to terminate this agreement as a result of the change in its rate of compensation as permitted in this Section IV3(e).

(f) Quality & Cost of Service Study.

At the beginning of the second term of the Agreement, a Quality & Cost of Service study shall be performed by a City-hired, outside consultant. The study may include a Customer Satisfaction Survey. The Contractor shall contribute 50% or a maximum of \$50,000 to this study. The Contractor shall provide full access to employees and records to facilitate a comprehensive evaluation by the consultant. The Contractor implementation of the study recommendations shall determine eligibility and viability of any potential Agreement renewal for the third term.

4. Performance Bond – City May Withhold Payment.

The moneys to be collected monthly by the City from customers shall constitute a cash performance bond for assurance and guarantee to the City of the faithful performance by the Contractor of all of the terms and conditions of this Agreement. Subject to the right of the Contractor to appeal any such decision to the City Commission, payment hereunder may, at any time, be reduced or withheld by the City, if, in the opinion of the City Manager, the Contractor is not diligently and efficiently endeavoring to perform its duties and obligations under this Contract, or if the Contractor shall fail to pay for labor and material used in the performance of this Contractor when such payments become due. The City may in good faith apply a portion of or all of such cash performance bond to cover City's expenses incurred by reason of default of Contractor or to pay labor and material liens used to affect the performance of this Contract.

5. Billing of Accounts; Basis of Method of Payment.

(a) City Billing.

Except as otherwise specifically provided herein, the City has established by ordinance a schedule of fees for the various classes of Service provided by the Contractor. Fees for Service shall be collected by the City. The City shall maintain full and complete records which accurately reflect the total number of customers billed and the amounts billed. The City will pay the Contractor, according to rates established, on a monthly basis on or before the 15th day of the month following the month for which services are rendered. The City and Contractor shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made as set out above.

(b) Special Services.

Charges for special services not provided for by ordinance, and charges which are the subject of private agreements between the Contractor and the customer, shall be billed and collected by the Contractor. A record of these charges and collection shall be included in the Contractor's report, required elsewhere in this Contract.

6. Delinquent Accounts – Commercial Service.

The Contractor agrees to discontinue commercial Services to delinquent accounts when requested to do so by the City, provided the City notifies the Contractor in writing at least five (5) days prior to the date Service is to be discontinued. Any questions by the customer as to such delinquent accounts shall be referred to the City.

7. Assignment.

The rights authorized by this agreement are not assignable either voluntarily or by operation of law without the consent of the City, which consent shall not be unreasonably conditioned, delayed or withheld. In the event the Contractor becomes insolvent or bankrupt, then the rights authorized hereby may be immediately canceled or annulled, and the City shall have the right to provide collection services or substitute another Contractor in its place and stead in a manner provided by law.

8. Subcontractors.

Contractor shall not subcontract the work or business that it has contracted to perform, without the prior written consent of the City.

9. Force Majeure: Default, Breach, Termination.

- (1) The parties mutually agree and recognize that for the health, safety, and well-being of the residents of the City of Aztec it is necessary to have an efficient, regular and continuous garbage and refuse collection service. It is further recognized that alleviation or cessation of such service entered for even a short period of time adversely and materially affects the health of the people and the sanitation of the City. It is further understood that circumstances may arise which will either prevent or materially affect the ability of the Contractor to perform its obligations under this Contract.
- (2) Should the City, through its City Commission at a public hearing after not less than five (5) days written notice to the Contractor based upon substantial evidence, find and determine that the Contractor is unable or unwilling to perform its obligations under this Contract, unless such inability to perform is caused by events or circumstances beyond the control of the Contractor and the Contractor has made diligent efforts to recommence the performance of its obligations, then the Commission may, at its election, terminate this Contract and utilize the Contractor's equipment as provided in subparagraph (d), or it may seek any other legal remedy available to the City.
- (3) In the event the Contractor fails to perform any of the provisions hereof, the City Manager shall give the Contractor written notice specifying the provisions hereof that have been breached or defaulted, and shall so notify the City Commission. Contractor

shall have ten (10) days from receipt of such written notice from the City Manager within which to correct any such breach or default. In the event the Contractor does not make such correction within said 10-day period as hereinabove provided, then the City Commission may order the termination of the Contract after public hearing upon the matter of Contractors default before the City Commission following not less than five (5) days written notice of such hearing to the Contractor.

- (4) Should a breach of contract or default result from an act of God, strike, public enemy or similar cause beyond the control of the Contractor, the City shall have the right during such period in addition to other remedies to take over the collection of refuse and utilize all the equipment owned by Contractor, and used by it in the performance of this contract. The City shall be reimbursed by the Contractor during the period of time that said collections are made by the City. Such reimbursement would be equal to and not more than Contractor's cost in a like preceding period.
- (5) In the event no transportation and disposal of refuse, as provided in this Contract, is provided for a period of seven (7) consecutive days, in order that the public health and safety shall not be endangered, Contractor agrees that upon determination thereof made by the City Commission without written notice to the Contractor, the City shall have the right, but not requirement, to immediately take over the collection of all refuse and utilize all equipment owned by the Contractor and used by him in the performance of this Contract, provided, however, that the City's use of the Contractor's equipment shall be limited to a period of not more than thirty (30) days. Such utilization by the City shall be limited to that period during which Contractor fails to so collect refuse as required by this Contract, and during said period the Contractor shall reimburse the City as in paragraph (4) above.

10. Change of Ownership; Sale of Assets; Notice.

In the event that the Contractor's business assets are sold, the City maintains the right to hold the original owner solely or jointly liable. If, however, the City determines that the new ownership or management can adequately and faithfully render the services called for in this agreement for the remaining term of the agreement, then the City may elect to execute an approval allowing the new owner to assume the rights and duties of this agreement. Such approval shall release the previous owner of any obligation and liability. The City shall be provided courtesy written notice of any purchase or acquisition offer received by the Contractor within thirty (30) days of receipt of such offer.

11. Public Rights-of-Way; Use.

The Contractor shall have the right to use any and all streets, alleys, bridges and other public rights-of-way within the City, for the purpose of providing its services and performance under this agreement. Such rights shall be subject to all other regulations, laws or requirements of the city, state or federal government. The City may exempt Contractor's collection vehicles from any City imposed weight limit on a City street when said vehicle is on a collection route and when in the best interest of the City; said approval shall not be unreasonably withheld.

12. Conflict of Interest.

No officer, member or employee of the Contractor or the City shall have any financial interest or other conflict of interest in the terms of this agreement, without full disclosure and/or a waiver by the other party. Such waiver may be granted based on a good faith determination that the best interests of the City are being met.

13. Emergency Use of Equipment.

Contractor shall provide equipment and personnel to the City during a declared state of emergency. There shall be no cost to the City for the first forty (40) hours of assistance per Contractor's employee or piece of equipment. However, the City shall reimburse the Contractor for the expense of such assistance if the City receives reimbursement from state or federal governments for such assistance.

14. Bankruptcy, Assignment; Trustee.

Contractor's insolvency or voluntary or involuntary bankruptcy shall not constitute prospective unwillingness or inability to perform, or a repudiation of this agreement by the Contractor. However, Contractor must provide written, timely and adequate assurance and commitment of its ability to perform. Without such, the City may suspend, if it deems commercially reasonable, the terms of this agreement and may terminate the exclusive contract granted hereunder. If the Contractor fails to provide adequate assurance and commitment, the City may also terminate this agreement with thirty (30) days written notice. Assumption of this agreement and the underlying contract by any of the Contractor's trustees or receivers shall be deemed to give rise to a reasonable sense of insecurity. However, the City shall not be bound to the terms of this agreement in the event of the filing of any bankruptcy or by the Insolvent Contractor's trustee or receiver. In such event, the City retains and shall exercise all rights and remedies available at law and equity. Should the Contractor be rendered unable to perform its obligations hereunder, the City

shall maintain the perpetual first right to purchase the containers and vehicles associated with the performance of this Agreement.

15. Bond/Notes: Contractor's Indebtedness.

This agreement, and the underlying exclusive contract, does not authorize the Contractor to incur indebtedness or liability on behalf of or payable by the City. All expenses incurred and necessary in carrying out the provisions of this agreement shall be payable solely from Contractor's resources. By this agreement, the City does not assume any debts, or pledge its faith and credit or taxing power for the repayment of any Contractor's debt. Contractor shall have no right to have taxes levied, or the taxing authority of the City utilized, for the payment of any of Contractor's debts.

VI. MISCELLANEOUS PROVISIONS

1. Reservation.

This contract is subject to the limitations now or hereafter provided by law. The City reserves the right to alter and amend the ordinance and the Aztec Municipal Code in any manner necessary for the safety and welfare of the public, or to protect public interests. This Agreement is subject to the provisions of the Constitution and laws of the State of New Mexico and all ordinances enacted by the City Commission of the City of Aztec.

2. Illegal Provisions.

If any provisions of the Agreement shall be declared illegal, void, or unenforceable, the other provision shall not be affected but shall remain in full force and effect.

3. Notices; Points of Contact.

Contractor shall maintain an office in Bloomfield or Aztec. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail:

Municipality:

City Manager
City of Aztec
201 W. Chaco
Aztec, New Mexico 87410

Contractor:

District Manager
Waste Corporation of Colorado & New Mexico
Transit Waste LLC / Bondad Landfill / Durango Transfer Station
Office - 505.634.2510

Any change of address by either party shall be by notice given to the other in the same manner as specified herein.

4. Number of Copies.

This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

5. Discriminatory Practices Prohibited.

Neither the Contractor nor any subcontractor, or any persons acting on Contractor's behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6. Applicable Law.

This agreement will be governed by the laws of the State of New Mexico both as to interpretation and performance.

7. Merger of Agreements.

This agreement constitutes the entire agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

8. Right to Require Performance.

The failure of either party at any time to require performance by the other party of any provisions of this agreement will in no way affect the right of that party thereafter to enforce the same. No waiver of either party of any breach of any of the provisions hereof will be taken, or held to be a waiver of any succeeding breach of such provision, or as a waiver of any other provision.

9. Grace Period.

In the event that certain requirements contained herein cannot be immediately accomplished or performed by the Contractor upon the execution of this contract, or upon a later date as may be specified herein, and upon notice to the City, it is agreed that there shall be a three (3) month grace period during which the Contractor shall make every effort to come into compliance. During this grace period, the Contractor shall not be in default and the City agrees to take no action to terminate this agreement under the provisions herein, if in the determination of the City, the Contractor is making a good faith effort to come into compliance before the expiration of the grace period. The City may extend the grace period for extraordinary circumstances beyond the control of the Contractor, when in the best interest of the City. The grace period will not apply to the initial month of the agreement.

10. Contract Changes.

Changes to the Agreement may only be made by written amendment of the Parties. Any such change shall be executed by authorized representatives of the Contractor and the City.

11. Drug and Alcohol Policy.

During the term of the Contract, Contractor is required to have in place, and comply with a Drug and Alcohol Policy that meets or exceeds the requirements of the New Mexico Department of Transportation. Contractor will provide the City with an electronic or written copy of any such policy and related procedure upon request by the City Manager. Contractor's policy, at a minimum, must provide for a work environment that is free from the use, consumption, possession, sale or distribution of illegal drugs or alcohol and from the misuse of legal drugs on the Contractor's premises or on the premises of its clients. This requirement must include Contractor vehicles (owned or leased) used for the purpose of performing Contractor's work or the management thereof. Accordingly, for reasonable cause or to comply with the requirements of the New Mexico Department of Transportation, the Contractor will require that employees and subcontractors alike will be subject to testing to determine the presence of illegal drugs, alcohol or inappropriately used legal drugs while performing work. Consumption of alcohol or ingestion/injection of illegal drugs during employee breaks or lunch is strictly prohibited. Employees must be fit for duty and not be under the influence of alcohol or controlled substances (without a valid prescription for the controlled substances) when employees present for duty and at all times while at work or on duty. Contractor's policy shall include reasonable testing procedures and full compliance with all New Mexico Department of Transportation requirements for covered functions. Contractor is responsible for testing and other related costs, for providing all required reports to any government agency, and, at the City's

request, Contractor shall make its drug/alcohol testing statistics available to the City Manager upon request.

12. Arbitration.

(a) Arbitration. Any claim or dispute arising out of or in connection with this Contract not resolved by negotiation between the parties, shall be submitted for binding arbitration to a panel of three arbitrators. Any such arbitration shall be conducted at Aztec, New Mexico. Either party may initiate the arbitration by giving written demand for arbitration to the other party in accordance with this Contract, setting forth the nature of the claim or dispute, including a short statement of the factual basis for the claim, the amount involved, if any, the remedy sought, and the name of one arbitrator.

(b) Appointment of Arbitration Panel. The party initiating the arbitration shall appoint one arbitrator and shall name the chosen arbitrator in the written demand for arbitration. Within 20 days after receipt of the written demand for arbitration, the other party shall appoint a second arbitrator by written notice to the initiating party given in accordance with this Contract. Within 30 days after the appointment of the second arbitrator, the two arbitrators so appointed shall appoint a third arbitrator by written notice to the two parties given in accordance with this Contract. If the party not initiating the arbitration fails to appoint an arbitrator as provided above, the original arbitrator shall propose a list of three arbitrators with substantial experience in commercial arbitration and send such list to the other party. If the first two arbitrators fail to appoint a third arbitrator, the two arbitrators shall each propose a list of three arbitrators with substantial experience in commercial arbitration and send such list to the other party. In either case, the party receiving such proposed list of arbitrators shall have five business days from the receipt of the list to strike two names from the list proposed by the other party's arbitrator and to notify the other party of the names stricken. If a party fails to timely strike its allowable number of names, then that party will be deemed to have only stricken the number of names it has timely stricken. If more than two names are stricken or if a party fails to timely strike any names, then that party will be deemed to have not stricken any names. If, after striking such names, only one unstricken name appears on the list(s), such unstricken arbitrator shall be the additional arbitrator. If more than one unstricken name appears on the list(s), the previously appointed arbitrator(s) shall randomly select the additional arbitrator from such unstricken arbitrators. No arbitrator shall have or previously have had any significant relationship with any of the parties. Notwithstanding the foregoing, if the only relief sought is for a monetary award of \$100,000.00 or less, then the dispute shall be resolved by one arbitrator in accordance with the Commercial Rules of Arbitration of the American Arbitration Association.

(c) Conduct of Arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect, except as such rules may be modified upon request of a party or the parties for the purpose of the arbitration proceeding by action of a majority of the arbitration panel by written

notice to each party given in accordance with this Contract. The decision of the arbitrators shall be by majority vote. The award of the arbitrators shall be final and binding upon the parties, and the judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, if the controversy or claim in question is not resolved by the arbitrators as provided herein within 180 days after selection of the third arbitrator, either party may pursue any remedy with respect thereto provided by law.

(d) Discovery. For any arbitration initiated under this Contract, the parties may conduct discovery in advance of the arbitration hearing in accordance with the New Mexico Rules of Civil Procedure. Upon the request of a party or the parties, the arbitration panel shall establish a discovery cut-off date.

(e) Costs of Arbitration and Attorneys Fees. The fees and expenses of the arbitrators and all other expenses of the arbitration and the legal fees and costs incurred by the prevailing party shall be assessed against the non-prevailing party by the arbitrators and included in any award or decision.

13. Incorporation By Reference and Precedence

(a) This Contract is derived from the following documents:

- (1) The Request for Proposal (“RFP”), written clarifications to the RFP and response to questions;
- (2) The Contractor’s response to the RFP.

(b) In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

- (1) Amendments to the Contract in reverse chronological order;
- (2) The Contract;
- (3) The Contractor’s response to the RFP; and
- (4) The RFP, including attachments thereto and written responses to questions and written clarifications.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2017.

CITY OF AZTEC

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved to Form:

City Attorney

WASTE, LLC

CONTRACTOR

TRANSIT

By: _____

TITLE

84-1346896
Federal Taxpayer Identification or
Social Security Number

NM Taxpayer Identification Number

Staff Summary Report

MEETING DATE: February 28, 2017
AGENDA ITEM: XII. BUSINESS (B)
AGENDA TITLE: Intent to Adopt Ordinance 2017-455 Amending the Municipal Code of Aztec, New Mexico, 2007, Chapter 16, Article IV, Division 4, Sec 16-211 Solid Waste Rates

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Intent to Adopt Ordinance 2017-455 Amending the Municipal Code of Aztec, New Mexico, 2007, Chapter 16, Article IV, Division 4, Sec 16-211 Solid Waste Rates
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The previous business item was the approval of the solid waste collection agreement with Transit Waste with an effective date of March 1, 2017.
- The rates established within the agreement require an increase to the solid waste collection rates billed to city customers. Due to the time required for ordinance approval and effective date, the rates billed to customers in March will be at the current rates but amounts paid to Transit Waste will be as established under the new agreement.
- Rates proposed in this ordinance only meet the requirements of the contract and do not provide additional funds to the City for the recycling center or administrative costs. The Solid Waste Fund currently has sufficient cash reserves to cover these additional costs until a decision is made regarding curbside recycling and potential rate increases for remaining city provided utilities.

NEW RATES TO OLD RATES (monthly)

- Residential Customers:
 - 96 Gallon Cart, 1 x week no change to existing rate
 - Extra Cart, 1 x week \$1.96 increase, 65% increase
 - 2 x week pickup is a new option for residential customers

- Commercial Customers & City Facilities

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
1 cart	\$1.00 inc 7.15%	New option	N/A	N/A	N/A	N/A
2 cart	\$1.99 inc 7.12%	New option	N/A	N/A	N/A	N/A
2 Yard	\$4.84 inc 8%	\$7.62 inc 8%	\$10.39 inc 8%	\$13.16 inc 8%	\$15.89 inc 8%	\$18.67 inc 8%
3 Yard	\$5.62 inc 8%	No chg	\$14.08 inc 8%	\$18.31 inc 8%	\$22.55 inc 8%	\$26.78 inc 8%
4 Yard	\$6.72 inc 8%	No chg	\$15.49 inc 8%	\$19.88 inc 8%	\$24.27 inc 8%	\$28.66 inc 8%
6 Yard	\$8.81 inc 8%	No chg	\$19.44 inc 8%	\$24.76 inc 8%	\$30.06 inc 8%	\$35.18 inc 8%
8 Yard	\$11.74 inc 8%	No chg	\$22.95 inc 8%	\$28.54 inc 8%	\$34.15 inc 8%	\$39.75 inc 8%

PROCUREMENT / PURCHASING (if applicable)

N/A

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

SUPPORT DOCUMENTS: Ordinance 2017-455

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Intent to Adopt Ordinance 2017-455 Amending the Municipal Code of Aztec, New Mexico, 2007, Chapter 16, Article IV, Division 4, Sec 16-211 Solid Waste Rates

CITY OF AZTEC
ORDINANCE 2017-455
Solid Waste Rates

**An Ordinance Amending the Municipal Code of Aztec, New Mexico, 2007, Chapter 16,
Article IV, Division 4, Sec 16-211 Solid Waste Rates**

WHEREAS, pursuant to Section 21-21, the City of Aztec has authorized Waste Corporation of America (dba Transit Waste) as a contractor to collect all refuse within the City and to areas outside the corporate limits that are currently being served any utilities by the city; and

WHEREAS, pursuant to Section 21-47, the rates for residential and commercial refuse collection inside the current corporate limits requires an adjustment in rates as a result of the current contract awarded to Waste Corporation of America (dba Transit Waste) for services beginning in April 2017;

WHEREAS, the City shall bill Governmental Gross Receipts taxes and a non-taxable transaction certificate will be issued to the Contractor.

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission provide the following as new rates to be charged for garbage collection and disposal in the corporate limits of the City of Aztec.

ARTICLE IV. UTILITY FEES

DIVISION 4. SOLID WASTE FEES

Sec. 16-211. Solid Waste Rates.

1. Residential Trash Service.

- | | |
|---|----------------|
| (1) All single family residents, duplexes, and apartments.
Each unit – Cart (1 x Week) | \$10.39 |
| (2) Extra Cart (1 x Week) | \$ 5.00 |
| (3) All single family residents, duplexes, and apartments.
Each unit – Cart (2 x Week) | \$18.39 |
| (4) Extra Cart (2 x Week) | \$23.39 |

2. Multi-Unit Residential Trash Service.

- | | |
|---|----------------|
| (1) All single family residents, duplexes, and apartments.
Each unit – Cart (1 x Week) | \$10.39 |
| (2) Extra Cart | \$ 5.00 |
| (3) All single family residents, duplexes, and apartments.
Each unit – Cart (2 x Week) | \$18.39 |
| (4) Extra Cart (2 x Week) | \$23.39 |

3. Commercial Trash Service.

Size	Frequency					
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
1 Cart	14.97	26.97	N/A	N/A	N/A	N/A
2 Carts	14.97	26.97	N/A	N/A	N/A	N/A
2 Yard	65.35	102.84	140.31	177.72	215.27	252.09
3 Yard	75.92	118.41	190.10	247.23	304.37	361.48
4 Yard	90.71	138.83	209.17	268.39	327.69	386.89
6 Yard	118.89	176.53	262.38	334.32	405.75	474.94
8 Yard	158.55	216.83	309.78	385.34	461.00	536.62

4. City Facilities Trash Service

Size	Frequency					
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
1 Cart	14.97	26.97	N/A	N/A	N/A	N/A
2 Carts	14.97	26.97	N/A	N/A	N/A	N/A
4 Yard						
2 Yard	65.35	102.84	140.31	177.72	215.27	252.09
3 Yard	75.92	118.41	190.10	247.23	304.37	361.48
4 Yard	90.71	138.83	209.17	268.39	327.69	386.89
6 Yard	118.89	176.53	262.38	334.32	405.75	474.94
8 Yard	158.55	216.83	309.78	385.34	461.00	536.62
	Delivery Fee	Exchange Fee				
30 Yard Rolloff	79.00	405.00				
40 Yard Rolloff	79.00	474.00				
TREATED SLUDGE REMOVAL (EMPTY AND RETURN FEE)						
20 Yard	\$400.00 plus fees					

Staff Summary Report

MEETING DATE: FEBRUARY 28, 2017
AGENDA ITEM: XII. BUSINESS ITEM (C)
AGENDA TITLE: Resolution 2017-1041 Opposing CS/HB-174 Local Election Act

ACTION REQUESTED BY: City Clerk's Office
ACTION REQUESTED: Approve or Disapprove Resolution 2017-1041 Opposing CS/HB-174 Local Election Act
SUMMARY BY: Karla Sayler

PROJECT DESCRIPTION / FACTS

CS\HB-174 would set a new time for conducting all municipal elections which would create a new procedure for declaring candidacy for office and for consolidating precincts. In addition, it and would create a new procedure for conducting the municipal election and it would not guarantee that the locations for filing declarations of candidacy and polling places for municipal elections would be located within the municipality. All elections would be combined: municipal elections, school districts, special hospital districts, community college districts, technical and vocational institute districts, learning center districts, arroyo flood control districts, special zoning districts, soil and water conservation districts, and water and sanitation districts resulting in long and confusing ballots. Special elections not held concurrently with a general election shall be conducted by mail with the added requirement that every registered voter receive a ballot regardless of whether the voter has requested an absentee ballot, resulting in significantly higher costs for conducting municipal special elections.

SUPPORT DOCUMENTS: Resolution 2017-1041

MOTION OPTIONS:

1. Move to Approve Resolution 2017-1041 Opposing CS/HB-174 Local Election Act

Or

2. Move to Not Approve Resolution 2017-1041 Opposing CS/HB-174 Local Election Act
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City of Aztec
RESOLUTION 2017-1041

OPPOSING CS\HB-174 LOCAL ELECTION ACT

WHEREAS: Since the adoption of the Municipal Election Code Municipal Clerks have been responsible for administering municipal elections and county clerks have been responsible for all other state and local elections; and

WHEREAS: The Municipal Election Code has been amended from time-to time to address the non-partisan components that are unique to municipal elections and that are not addressed in the state election code nor included in CS\HB-174; and

WHEREAS: CS\HB-174 adopts provisions that are inconsistent with various provisions of duly adopted charters in home rule and territorial charter municipalities; and

WHEREAS: Article IV, Section 24 of the New Mexico Constitution expressly prohibits the legislature from passing special laws “changing or amending the charter of any city, town or village; and

WHEREAS: Art. X section 6(E) of the New Mexico Constitution provides that the purpose of Home Rule “is to provide for maximum local self-government”; and

WHEREAS: CS\HB-174 would set a new time for conducting all municipal elections, would create a new procedure for declaring candidacy for office and for consolidating precincts, and would create a new procedure for conducting the municipal election; and

WHEREAS: Article IV, Section 24 of the New Mexico Constitution expressly prohibits the legislature from passing special laws concerning “the opening or conducting of any election or designating the place of voting”;

WHEREAS: CS\HB-174 would not guarantee that the locations for filing declarations of candidacy and polling places for municipal elections would be located within the municipality; and

WHEREAS: CS\HB-174 would combine municipal elections with school districts, special hospital districts, community college districts, technical and vocational institute districts, learning center districts, arroyo flood control districts, special zoning districts, soil and water conservation districts, and water and sanitation districts resulting in long and confusing ballots; and

WHEREAS: CS\HB-174 provides that special elections not held concurrently with a general election shall be conducted by mail with the added

1 requirement that every registered voter receive a ballot regardless of whether the
2 voter has requested an absentee ballot, resulting in significantly higher costs for
3 conducting municipal special elections.
4

5
6 **THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY**
7 **OF AZTEC:**

8
9 That the Governing Body stands in firm opposition to CS\HB-174 as it is currently
10 written; and

11
12 **BE IT FURTHER RESOLVED:**

13
14 That the Governing Body supports any amendment that exempts municipal
15 governments from the provisions of The Local Election Act as provided for in
16 CS\HB-174 as it is currently written; and

17
18 **BE IT FURTHER RESOLVED:**

19
20 That the Governing Body urges members of the Legislature to vote against
21 adoption of CS\HB-174 if the Act extends to municipal elections or repeals the
22 Municipal Election Code; and

23
24 **BE IT FURTHER RESOLVED:**

25
26 That the Governing Body urges the Honorable Susana Martinez, to veto the
27 Local Election Act (CS/HB-174) if the Act extends to municipal elections
28

29 **ADOPTED THIS 28TH DAY of FEBRUARY, 2017**

30
31
32 _____
33 **Mayor Sally Burbridge**

34
35 _____
36 **Date**

37
38
39 **ATTEST:**

40
41
42 _____
43
44 **Karla Saylor, City Clerk CMC**
45

Staff Summary Report

MEETING DATE: February 28, 2017
AGENDA ITEM: XIII. LAND USE HEARING (A)
AGENDA TITLE: Conditional Use - Aztec Municipal Schools

ACTION REQUESTED BY: Aztec Municipal Schools

ACTION REQUESTED: Approve Request For A Conditional Use Permit Allowing The Property At 901 Mccoy Ave To Use 3.41 Acres As A Solar Array (Secondary Use).

SUMMARY BY: Steven Saavedra

PROJECT DESCRIPTION / FACTS (Leading Department)

Aztec Municipal Schools is requesting a Conditional Use Permit to allow for the development and operation of a solar array field at 901 McCoy Avenue, Aztec, NM, (Tax ID #R0001245). The subject property is fifteen (15) acres and currently accommodates McCoy Avenue Elementary School. The petitioner intends to utilize approximately 3.41 acres of the 15 acres for construction and development of a solar array field. The request comes to the city as part of Aztec Municipal Schools' plan to implement sustainable energy throughout their campus. The proposed solar array field abuts the playground to the east and the oil well to the south. The 3.41 acres is currently undeveloped.

The petitioner intends to place 1,596 solar panels on the 3.41 acres. The specifications are 998 mm (39.29") (W) x 1,960 mm (77.17") (L) x 50 mm (1.97") (H) for each panel. The height of the panels is between 10 to 12 feet depending on their tilt position. The subject property is located in the A-1 Agriculture District. An A-1 district allows for conditional uses for a booster Stations, transformers, or pumping stations- located on the alignment necessary for transmission of the product (electric, gas, oil, sewer, or water) provided that proper access and passage of vehicles is provided for the purpose of construction and maintenance of a station zone districts, subject to Commission approval (Sec. 26-2-56.12).

Any and all conditional permits should be approved where it is reasonably determined that there will be no significant negative impacts upon residents of surrounding property or the public. The criteria from Community Development are listed as follows:

- I. Effect on the environment: The location, size, design, and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, not be substantially

or permanently injurious to the neighboring properties. The solar array field should not be detrimental to the vicinity, as long as noise mitigation, storm water mitigation, landscaping, and screening are in place for the development project.

- II. Compatible with surrounding area: The proposed site plan, circulation plan, and schematic architectural designs shall be harmonious with the character of the surrounding area with relationship to scale, height, landscaping and screening and density. Currently, only one solar array field exists in Aztec. However, there are numerous oil and gas wells throughout the City. If the proposed development applies similar guidelines and standards as oil and gas wells (energy facility), the proposed use is compatible in the zoning district.
- III. External impacts minimized: The proposed use shall not have adverse impacts on existing uses in the area and the city through the creation of noise, glare, fumes, dust smoke, vibration, fire hazard, excess stormwater runoff, or other injurious or noxious impacts. The petitioner needs to submit complete stamped engineered drawings to the City of Aztec to determine the full implications of the proposed project. Currently, the applicant presented the site plan and specifications of the solar panel(s). The Community Development Department needs engineered drawings to determine the proposed development does not increase or alter historical stormwater runoff. The development project is near a FEMA Zone AE (irrigation ditch). If necessary, a drainage mitigation plan is required if development plans alter or increase stormwater runoff.
- IV. Infrastructure impacts minimized: The proposed use shall not have negative impacts on existing uses in the area and the city through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection. The petitioner needs to indicate the ingress and egress to the development project. The City needs verification if Martinez Lane is the primary route for cyclical maintenance of the solar array. If Martinez lane is significantly impacted or heavily utilized, the petitioner should enter a paving agreement with the City of Aztec to minimize the impact to surrounding property owners who utilize W. Martinez Lane.

The petitioner needs to be aware of the oil well, abutting the proposed development project. Enterprise Field Services indicated an active pipeline connected to this well. The pipeline crosses the property of the proposed solar array. The pipeline right-of-way is 45-feet in width. The development projects need to be 22.5-feet away from the pipeline according to Enterprise Field Services. In addition, buried power lines from the school, which can cross the pipeline need to be addressed with Enterprise Field Services before development. Community Development requires no permanent structures be placed in an easement or right-of-way. The petitioner needs to show any and all easements and right-of-ways on their construction plans.

COMMUNITY DEVELOPMENT RECOMMENDATION

The Community Development Department recommends **approval** of application 2017-008, a request from Aztec Municipal Schools for a Conditional Use Permit, for the construction and development of a solar array in the A-1 Agriculture District, located at 901 McCoy Avenue subject to the following conditions:

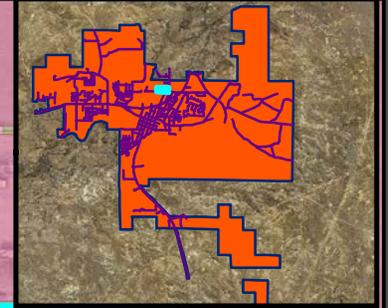
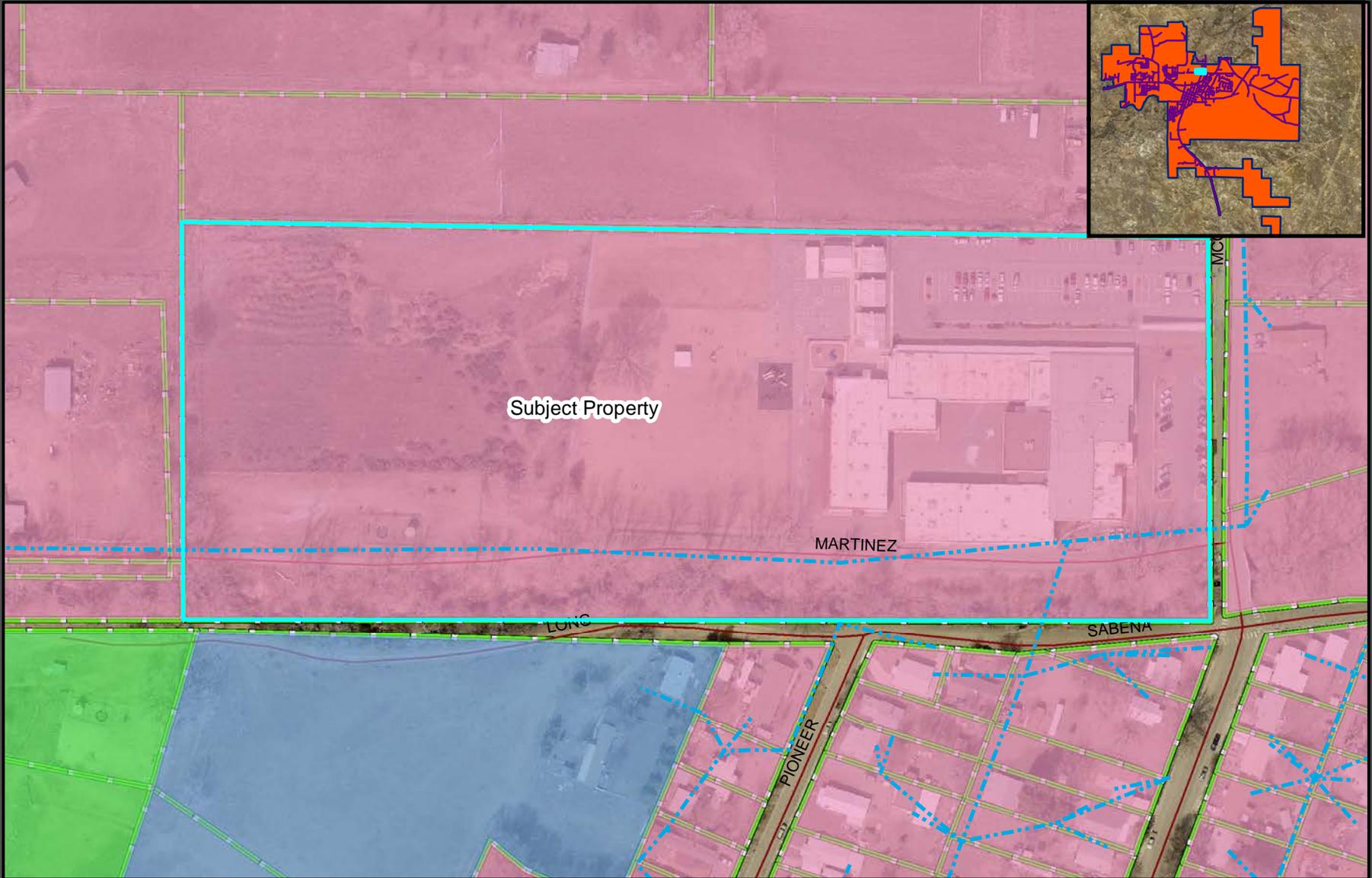
1. Submission of complete professional engineered stamp drawings for the development project;
2. A visual mitigation plan(landscaping and screening of the solar array);
3. Professional engineered stamp drawings, indicating no change or increase in historical stormwater runoff;
4. A paving agreement or maintenance agreement for W. Martinez Lane if significantly impacted;
5. Construction and development plans cannot conflict with oil and gas pipelines, easements, and right-of-ways in the area.

The Community Development Department recommends approving this Conditional Use Permit subject to the following conditions and advises Commission to accept Findings of Fact #1-5 and move to approve a Conditional Use Permit to allow for the construction and development of a solar array located 901 McCoy Avenue, and vote "YES" to show the motion as APPROVED.

SUPPORT DOCUMENTS:

- Application for Conditional use
- Location Map
- Petitioner's site plans and solar panel specifications
- Email from Enterprise Field Services
- FEMA MAP

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve The Application For A Conditional Use Permit To Allow For The Operation Of A Solar Array Subject To The Following Conditions At 901 Mccoy Avenue, Aztec, NM, Tax ID # Tax ID #R0001245, Accepting Findings Of Fact #1-5.



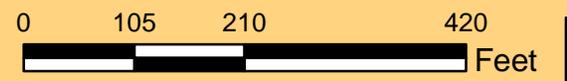
Aztec Schools

Community Development Department
City of Aztec

Date: 2/23/2017



ZONING		C-1
DISTRICT		PUD
		A-1
		Parcels
		Roads



1 in = 181 ft



[Details](#) | [Basemap](#) | [Share](#) | [Print](#) | [Measure](#) |

About Content Legend

Legend

- Flood Hazard Layer (click to expand)**
- MRs
- Effective
- MAs
- Panel
- Coastal Gages
- Gages
- Cross-Sections
- Stage Flood Elevations
- Coastal Barrier Resources System Area
- Levees
 - Unaccredited Levee
 - Accredited Levee
- General Structures
 - Flood Structure
 - Bridge
 - Dam, Weir, Jetty
 - Other Structure
- Flood Hazard Boundaries
 - Limit Lines
 - SFHA / Flood Zone Boundary
 - Other Boundaries
- Flood Hazard Zones
 - 1% Annual Chance Flood Hazard
 - Regulatory Floodway



Aztec Schools Solar

Write a description for your map.

Legend

- Feature 1
- Feature 2



W Martinez Ln

Long Ln

Sabena St



Aztec Schools Solar

Write a description for your map.

Legend

-  Feature 1
-  Feature 2



From: [Waszut, Michael](#)
To: [Steven Saavedra](#)
Cc: [Timmerman, Chad](#); [Cooley, Shane](#)
Subject: RE: Solar array at McCoy Elementary School in Aztec
Date: Tuesday, February 21, 2017 11:07:40 AM

Steven, Enterprise does have a pipeline connected to that well and the pipeline crosses the property of your proposed solar array. If you have not already I would recommend placing an 811 call for a design locate. At that time Enterprise will send a technician out to pin flag the centerline of the pipe. The pipeline right of way is 45' in width. If your project can remain 22.5 away from the pipeline there will not be a conflict. If there are any buried power lines from there to the school which will cross the pipeline those will need to be addressed. Let me know if there is anything else I can help you with.

Thank you,

Michael G. Waszut
Sr. Land Representative
Enterprise Products
Farmington, NM 87401
(505) 599-2214
mgwaszut@eprod.com

From: Steven Saavedra [<mailto:ssaavedra@aztecm.gov>]
Sent: Tuesday, February 21, 2017 8:05 AM
To: Waszut, Michael
Cc: Dawn Lewis
Subject: Solar array at McCoy Elementary School in Aztec

Dear Mr. Waszut,
Aztec Municipal Schools has proposed to construct a solar array at McCoy Elementary School in Aztec. The subject property is located at 901 McCoy Ave, Aztec NM 87410 (Tax ID # R0001245). I noticed there is a oil well located south of the property and I am concerned about high-pressure lines in the area. Since the property was never plated, we do not have any record of such lines. Therefore, I am hoping for your insight and comments on this proposed project, please see attached documents.

Thank you.

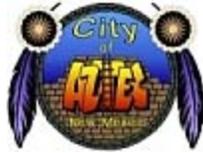
Steven M. Saavedra

Community Development Director

P. (505)334-7605 F. (505)334-7609

201 W. Chaco St. Aztec, NM 87410

<http://www.aztecm.gov/communitydevelopment/department.html>



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

This message (including any attachments) is confidential and intended for a specific individual and purpose. If you are not the intended recipient, please notify the sender immediately and delete this message.



MCCOY ELEMENTARY - OVERALL SITE PLAN
SCALE: NA

"MCCOY ELEMENTARY" - SUMMARY	
MAIN FEATURES:	
Nominal AC Power:	450.00 kWac
Peak DC Power:	542.64 kWp
PV MODULES:	
Manufacturer:	Hyundai
Model:	HiS-M340TI
Peak Power:	340 Wp (Each)
Quantity:	1596 Modules
INVERTER CONFIGURATION:	
Manufacturer:	SMA TRIPOWER
Model:	(15) 30000TL
Quantity:	(15) Inverters
Modules per string:	19 Modules
Total Qty. of Strings:	84 Strings



MCCOY ELEMENTARY - 3 ACRE LOT
SCALE: NA

GENERAL NOTES:

- C1. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EQUIPMENT AND FOLLOWING ALL MANUFACTURER'S OR ENGINEER'S DIRECTIONS AND INSTRUCTIONS SHOWN HERE.
- C2. THE ELECTRICAL CONTRACTOR IS ADVISED THAT ALL DRAWINGS, COMPONENT MANUALS, ESPECIALLY THE INVERTER MANUALS, ARE TO BE READ AND UNDERSTOOD PRIOR TO INSTALLATION OR ENERGIZING OF ANY EQUIPMENT. THE CONTRACTOR IS ALSO ADVISED TO HAVE ALL COMPONENT SWITCHES IN THE OFF (OPEN) POSITION AND FUSES REMOVED PRIOR TO INSTALLATION OF FUSE-BEARING COMPONENTS.
- C3. INSTALLATION CREW IS TO HAVE A MINIMUM OF ONE JOURNEYMAN LEVEL ELECTRICIAN ON SITE AT ALL TIMES WHEN ELECTRICAL WORK IS BEING PERFORMED.
- C4. THIS SOLAR PHOTOVOLTAIC SYSTEM IS TO BE INSTALLED FOLLOWING THE CONVENTIONS OF THE NATIONAL ELECTRIC CODE. ANY LOCAL CODE WHICH MAY SUPERSEDE THE NEC SHALL GOVERN.
- C5. ALL COMPONENTS TO BE INSTALLED WITH THIS SYSTEM ARE TO BE LISTED BY A THIRD PARTY TESTING AGENCY (UL, ETL, ETC.). EQUIPMENT SHALL BE NEMA OR OUTDOOR RATED OR BETTER, UNLESS LOCATED INDOORS.
- C6. THE CONTRACTOR IS RESPONSIBLE FOR SELECTING AND PURCHASING EQUIPMENT THAT WILL LAST THE LIFETIME OF THE PV SYSTEM. ALL ENCLOSURES, CONDUIT, STRAPS, PAINTED METAL SURFACES, CONCRETE, GROUNDING EQUIPMENT AND OTHER PRODUCTS SHALL BE SELECTED TO LAST THE LIFETIME OF THE PV SYSTEM. THE ENGINEER SPECIFIES THE MINIMUM REQUIRED EQUIPMENT AND SPECIFICATIONS TO ACCOMPLISH THE PROJECT AND THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THESE SPECIFICATIONS ARE MET OR EXCEEDED WITH GOOD QUALITY EQUIPMENT, WORKMANSHIP AND SKILL.
- C7. DC VOLTAGE FROM THE ARRAY IS ALWAYS PRESENT AT THE DC DISCONNECT ENCLOSURE AND THE DC TERMINALS OF THE INVERTER DURING DAYLIGHT HOURS. ALL PERSONS WORKING ON OR INVOLVED WITH THIS PHOTOVOLTAIC SYSTEM MUST BE WARNED THAT SOLAR MODULES ARE ENERGIZED WHEN EXPOSED TO DAYLIGHT. THE LINE AND LOAD TERMINALS ON THE DC DISCONNECTS MAY BE ENERGIZED IN THE OPEN POSITION AND THE SWITCH IS TO BE LABELED TO COMPLY WITH ARTICLE 690.17 OF THE NEC REFLECTING THIS.
- C8. ALL PORTIONS OF THIS SOLAR ELECTRIC SYSTEM SHALL BE CLEARLY MARKED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ARTICLE 690.
- C9. THE ELECTRICAL CONTRACTOR SHALL PERFORM INITIAL HARDWARE CHECKS AND PV/WIRING CONDUCTIVITY CHECKS PRIOR TO TERMINATING ANY WIRES.
- C10. FOR PROPER MAINTENANCE AND ISOLATION OF INVERTERS, REFER TO ISOLATION PROCEDURE IN INVERTER OPERATION MANUAL. CONTRACTOR PERFORMING THE MAINTENANCE IS RESPONSIBLE TO FOLLOW ALL LOCKOUT/TAGOUT PROCEDURES.
- C11. THIS PHOTOVOLTAIC SYSTEM'S UTILITY INTERCONNECTION POINT SHALL MEET THE SPECIFIC REQUIREMENTS OF ARTICLE 690.64, NATIONAL ELECTRIC CODE. PLEASE FOLLOW THE SPECIFIC INSTRUCTIONS IN THIS DRAWING SET TO MEET THIS CODE REQUIREMENT.
- C12. THE GROUNDING OF THE PHOTOVOLTAIC SYSTEM SHALL COMPLY WITH NEC 690.45 AND NEC 690.47. IF THE REQUIREMENTS DESCRIBED IN THIS DRAWING SET ARE CLOSELY FOLLOWED, THE GROUNDING REQUIREMENT WILL BE MET. ANY CHANGES WILL NEED TO BE REVIEWED AND DEEMED ACCEPTABLE BY THE ENGINEER, MANUFACTURER AND LISTING AGENCY FOR PRODUCT SAFETY.

2									
1	REV	DATE	DESCRIPTION	BY	CHK	APR	APR		

affordable solar
4840 Pan American East Fwy NE
Albuquerque, New Mexico 87109-2220
(505) 244-1154 - www.affordable-solar.com

CONSULTANT PROJ. NO. _____
CONSULTANT DWG. NO. _____ PV 1.00
PROJECT NAME: MCCOY AVENUE ELEMENTARY SCHOOL
901 MCCOY AVE
AZTEC, NM 87410

- CONFIDENTIAL -
THIS DRAWING IS THE PROPERTY OF AFFORDABLE SOLAR. THE INFORMATION CONTAINED HEREON MAY NOT BE USED OR DUPLICATED IN ANY MANNER WITHOUT WRITTEN PERMISSION BY OWNER.

FACILITY NAME: McCoy Avenue Elementary School
FACILITY LOCATION: Aztec, New Mexico
PROJECT NO. _____

**MCCOY ELEMENTARY
GROUND MOUNT SYSTEM
- PRELIMINARY SITE PLAN -**

SIZE	DRAWING NO.	REV.
D	PV-1.00	1

FILENAME: _____ SCALE: AS INDICATED SHEET 1 OF 1



Hyundai Solar Module

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 | HiS-M315TI | HiS-M320TI | HiS-M325TI

Mono-crystalline Type

HiS-S325TI | HiS-S330TI | HiS-S335TI | HiS-S340TI | HiS-S345TI | HiS-S350TI

Mechanical Characteristics

※ Several models are under certification process.

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

- 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-M0000TI					
		300	305	310	315	320	325
Nominal output (Pmpp)	W	300	305	310	315	320	325
Voltage at Pmax (Vmpp)	V	35.8	36.0	36.1	36.2	36.4	36.6
Current at Pmax (Impp)	A	8.4	8.5	8.6	8.7	8.8	8.8
Open circuit voltage (Voc)	V	44.9	45.1	45.3	45.5	45.7	45.9
Short circuit current (Isc)	A	8.7	8.8	8.9	9.0	9.0	9.1
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	16.1	16.4	16.6
Temperature coefficient of Pmpp	%/K	-0.41	-0.41	-0.41	-0.41	-0.41	-0.41
Temperature coefficient of Voc	%/K	-0.32	-0.32	-0.32	-0.32	-0.32	-0.32
Temperature coefficient of Isc	%/K	0.039	0.039	0.039	0.039	0.039	0.039

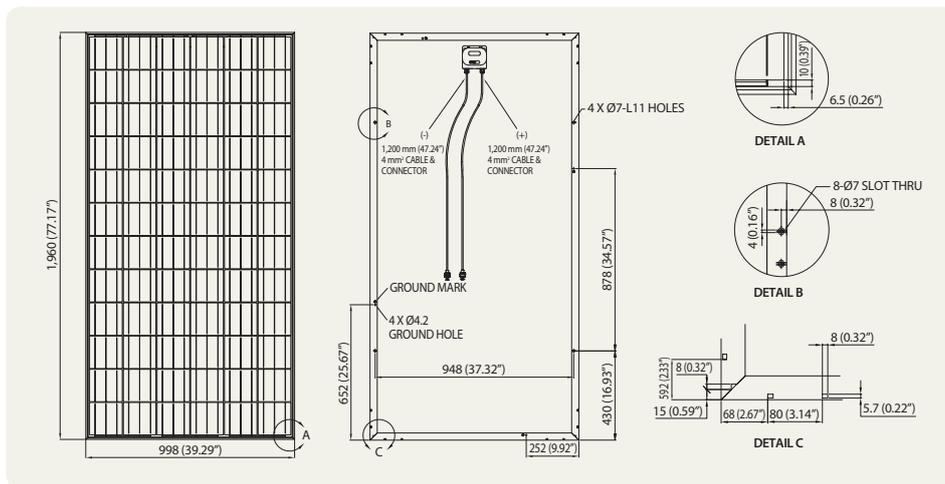
※ All data at STC (Standard Test Conditions). Above data may be changed without prior notice.

| Mono-crystalline Type |

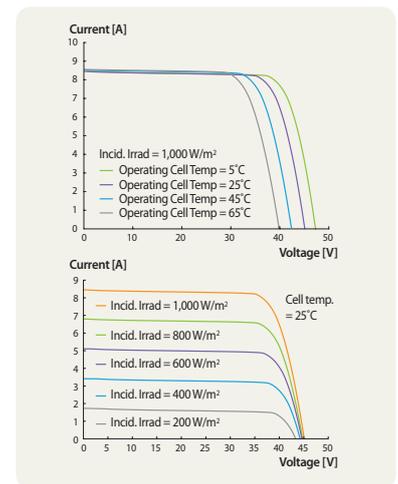
		HIS-S0000TI					
		325	330	335	340	345	350
Nominal output (Pmpp)	W	325	330	335	340	345	350
Voltage at Pmax (Vmpp)	V	37.8	38.0	38.2	38.4	38.6	38.7
Current at Pmax (Impp)	A	8.6	8.7	8.78	8.9	9.0	9.0
Open circuit voltage (Voc)	V	46.1	46.3	46.5	46.7	46.9	47.1
Short circuit current (Isc)	A	9.2	9.3	9.4	9.5	9.6	9.6
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	17.4	17.6	17.9
Temperature coefficient of Pmpp	%/K	-0.42	-0.42	-0.42	-0.42	-0.42	-0.42
Temperature coefficient of Voc	%/K	-0.30	-0.30	-0.30	-0.30	-0.30	-0.30
Temperature coefficient of Isc	%/K	0.047	0.047	0.047	0.047	0.047	0.047

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

| Module Diagram |



| I-V Curves |



| 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.

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 : December 2015]



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