

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
January 22, 2019
201 W. Chaco, City Hall
5:15 p.m.

5:15 P.M.

Economic Development Advisory Board Discussion

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

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

AG E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
January 22, 2019
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. NEW MEXICO PLEDGE

I Salute the Flag of the State of New Mexico and the Zia Symbol of Perfect Friendship among United Culture's

V. ROLL CALL

VI. AGENDA APPROVAL

VII. CITIZEN RECOGNITION

VIII. EMPLOYEE RECOGNITION

IX. CITIZENS INPUT (3 Minutes Maximum)

X. CONSENT AGENDA

- A. Commission Workshop Minutes January 8, 2019
- B. Commission Meeting Minutes January 8, 2019
- C. Aztec Motocross Operation Agreement
- D. Resolution 2019-1114 A Resolution Concerning the Governing Body Meetings and Public Notice Required

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"

XI. ITEMS FROM CONSENT AGENDA

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

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

XII. BUSINESS ITEMS

A. RFP 2019-672 Municipal Solid Waste Services Award

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

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

XV. CLOSED SESSION

Closed Session Pursuant to Section 10-15-1(H)(7) Threatened or Pending Litigation Regarding New Mexico Taxation and Revenue Department- Gross Receipts Tax Revenue

XVI. ACTION ON ITEMS DISCUSSED DURING CLOSED SESSION, if any

XVII. ADJOURNMENT

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

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

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 January 8, 2019
4

5 **I. CALL TO ORDER**

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

9 MEMBERS PRESENT: Mayor Victor Snover; Mayor Pro-Tem Fry;
10 Commissioner Sherri Sipe; Commissioner,
11 Mark Lewis
12

13 MEMBERS ABSENT: Commissioner Austin Randall
14

15 OTHERS PRESENT: City Manager Steve Mueller; Finance Director
16 Kathy Lamb; Project Manager Ed Kotyk; City
17 Clerk Karla Saylor
18

19 **A. Hilcorp Energy Company Work Process**
20

21 City Manager Steve Mueller introduced the Hilcorp Representatives Ben Mitchell,
22 Jason Velasquez and Michael introduced the Commission to the company by sharing
23 stats, internal organization and core values. They also outlined the workover process
24 which takes place at wells with problems like failed tubing. The fix could take up to a
25 week and requires a workover rig. The workover rig is not the quietest rig. They also
26 outlined the three phase recompletion process that converts an existing well into a well
27 with two reservoirs. Mayor Snover explained that this only touched on the information
28 that he needs and wants to know. There will be another workshop scheduled at another
29 date.
30

31 **II. ADJOURNMENT**
32

33 Moved by Mayor Snover to adjourn the meeting at 6:00 p.m.
34
35
36

37 _____
38 Mayor, Victor C. Snover

39 ATTEST:
40

41 _____
42 Karla Saylor, City Clerk
43

44 MINUTES PREPARED BY:
45

46 _____
47 Sherlynn Morgan, Administrative Assistant

1
2 CITY OF AZTEC
3 COMMISSION MEETING MINUTES
4 January 8, 2019
5

6 **I. CALL TO ORDER**
7

8 Mayor Victor Snover called the Meeting to order at 6:06 pm at the Aztec City
9 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
10

11 **II. INVOCATION**
12

13 The Invocation was led by Commissioner Randall
14

15 **III. PLEDGE OF ALLEGIANCE**
16

17 The Pledge of Allegiance was led by Mayor Snover
18

19 **IV. NEW MEXICO PLEDGE**
20

21 I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect
22 Friendship Among United Culture's.
23

24 The New Mexico pledge was led by Mayor Snover
25

26 **V. ROLL CALL**
27

28 Members Present: Mayor Victor Snover; Mayor Pro-Tem Fry;
29 Commissioner Sipe; Commissioner Mark
30 Lewis; Commissioner Austin Randall
31

32 Members Absent: NONE
33

34 Others Present: City Manager Steve Mueller; City Attorney Nicci Unsicker;
35 Project Manager Ed Kotyk; City Clerk Karla Sayler (see
36 attendance sheet)
37

38 **VI. AGENDA APPROVAL**
39

40 MOVED by Commissioner Randall to Approve the Agenda as given
41 SECONDED by Mayor Pro-Tem Fry
42

43 All voted Aye: Motion passed five to zero
44
45
46

47 **VII. CITIZEN RECOGNITION**

48
49 Aztec Sparkles Commercial Winners: Vintage Mirror Salon at 108 N. Main Ave.,
50 Aztec Feed Store at 216 S. Main Ave., Kare Drug at 100 Llano Street and Ruins Road
51 RV Park at 312 Ruins Road

52
53 Aztec Sparkles Residential Winners: Tony and Felcia Rhode at 905 Mountain
54 View Dr., Andrew and Heather Eckoff at 1011 Rio Hondo, Misty Stevens at 800 Anasazi
55 Dr. and Ken and Delain George at 706 French Dr.

56
57 Commission thanked everyone who participated in the Aztec Sparkles Lighting
58 contest.

59
60 **VIII. EMPLOYEE RECOGNITION**

61
62 Mayor Snover recognized Manny in the Public Works Department for a quick
63 response on the water shut off and also Amos in the Electric Department.

64
65 **IX. CITIZENS INPUT (3 Minutes Maximum)**

66
67 Dana Farenbach requested that the City change the trash service she says she
68 has only been in the area for 8 months and loves it but has had issues with the trash
69 service the whole 8 months.

70
71 Misty Boone lives at west Aztec Blvd. and have been having trouble with Farmers
72 Irrigation District. They are concerned that they are not held liable for anything and
73 requested help from the City.

74
75 **X. CONSENT AGENDA**

- 76
77 A. Commission Workshop Minutes December 11, 2018
78 B. Commission Meeting Minutes December 11, 2018
79 C. Intergovernmental Agreement for Ambulance Services
80 D. RFP 2019-670 Reservoir #1 Evaluation Engineering Services
81 E. FY19 Youth Conservation Corps Service Agreement
82 F. ITB 2019-666 Church Alley Sewer Reconstruction Change Order #2

83
84 Moved by Commissioner Randall, SECONDED by Commissioner Sipe to
85 approve the Consent Agenda as given.

86
87 All Voted Aye: Motion Passed Five to Zero

88
89
90 **XI. ITEMS FROM CONSENT AGENDA**

91

92 **None**

93 **XII. BUSINESS ITEMS**

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

A. Final Adoption of Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries

Community Development Director Steven Saavedra explained that they have not received any comments or concerns pertaining to this ordinance. Commissioner Sipe mentioned that she had received a couple of phone calls.

Moved by Mayor Pro-Tem Fry, SECONDED by Commissioner Lewis to Approve Final Adoption of Ordinance 2018-487 Zoning Requirements and Regulations for Medical Cannabis and Medical Marijuana Dispensaries

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

B. Final Adoption of Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees

Mayor Snover explained that he recalls this being an update to the Municipal Airport Fees.

Moved by Commissioner Sipe, SECONDED by Commissioner Randall to Approve the Final Adoption of Ordinance 2018-488 Amending Chapter 16, Fees Creating Article XI. Municipal Airport Fees

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

XIII. LAND USE HEARINGS

A. VAR 18-04- A Request to Reduce the Front Setback from Twenty-Five Feet to Zero Feet in the R-2 Multiple- Family Dwelling District

Mayor Snover read the land use script, asked about any challenges, conflicts of interest or personal bias, ex-parte contacts and swore in all participants.

Community Development Director Steven Saavedra explained that this is a request by Laramie Hardin to reduce the setback from 25 feet to zero. The reason for the request is so that it lines up with everything else on that section of Main St.

135 Moved by Commissioner Sipe, SECONDED by Commissioner Lewing to
136 Approve Petition VAR 18-04 from Laramie Hardin for a variance to allow a 0-foot front-
137 yard setback with the following conditions 1-6

138
139 A Roll Call was taken: All Voted Aye: Motion Passed Five to Zero

140
141 **XIV. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

142
143 City Manager Steve Mueller February 20th is Municipal Day and he mentioned
144 that he would email everyone the set a date for the Commission Retreat he mentioned
145 that he was thinking February 16th.

146
147 Commissioner Lewis congratulated everyone on Christmas decorations and
148 mentioned the Employee Association Christmas party was a lot of fun.

149
150 Commissioner Randall mentioned that he has LTAB next Monday.

151
152 Commissioner Sipe mentioned that she has EDAB, MPO and Northwest NM
153 Seniors meetings in the next couple of weeks.

154
155 Mayor Pro-Tem Fry reported that she also enjoyed the City Party and she has 4
156 meetings this week.

157
158 Mayor Snover mentioned that they had their annual JROTC banquet. He
159 mentioned that some of the area folks might be in a bit of a pinch coming up with the
160 government shutdown. He mentioned that ECHO will be collecting donations for those
161 families affected.

162
163
164 **XV. DEPARTMENT REPORTS**

165
166 Public Works Director Steve Morse recognized Andrew Galloway for being
167 awarded Operator of the Year.

168
169 Judge Gray reported that he will going to Santa Fe next week and he mentioned
170 that 82 Municipal Courts could be affected by an upcoming bill.

171
172 **XVI. CLOSED SESSION**

173
174 Closed Session pursuant to Section 10-15-1 (H) (7) Threatened or Pending
175 Litigation Regarding New Mexico Taxation and Revenue Department – Gross Receipts
176 Tax Revenue

177
178 Mayor Snover moved the meeting into closed session at 6:47 pm pursuant to Section
179 10-15-1 (H) (7) Threatened or Pending Litigation Regarding New Mexico Taxation and

180 Revenue Department – Gross Receipts Tax Revenue; Mayor Snover Voted Aye; Mayor
181 Pro-Tem Fry Voted Aye; Commissioner Sipe Voted Aye; Commissioner Randall Voted
182 Aye; Commissioner Lewis Voted Aye.

183 Mayor Snover re-opened the Commission Meeting at 7:07 pm stating nothing
184 was discussed other than matters pertaining to Section 10-15-1 (H) (7) Threatened or
185 Pending Litigation Regarding New Mexico Taxation and Revenue Department – Gross
186 Receipts Tax Revenue.

187

188 **XVII. ADJOURNMENT**

189

190 Moved by Mayor Snover, SECONDED by Commissioner Sipe to adjourn the
191 meeting at 7:10 p.m.

192

193

194

195

196

197

198

199

200

201

202

203

Mayor, Victor Snover

204

ATTEST:

205

206

207

Karla Sayler, City Clerk

208

209

210

MINUTES PREPARED BY:

211

212

213

Sherlynn Morgan, Administrative Assistant

Staff Summary Report

MEETING DATE: January 22, 2019
AGENDA ITEM: X. CONSENT AGENDA (C)
AGENDA TITLE: Aztec Motocross Operation Agreement

ACTION REQUESTED BY: Jeff Blackburn
ACTION REQUESTED: Approve Agreement
SUMMARY BY: Jeff Blackburn

PROJECT DESCRIPTION / FACTS

FACTS:

- The agreement will be in place for a one year trial period, expiring January 22, 2020.
- Upon conclusion of the first year Staff and AMX representatives will review and decide if a further partnership is acceptable.
- This is a standard agreement (modified) between the City and AMX.
- This agreement has been reviewed by City Attorney.

AMX LLC. is a local organization with strong ties to the motocross racing community. Their desire is to bring organized motocross racing events back to the Aztec area. The organization plans to have approximately eight racing events a year. With use of local and social media the Association will promote these events and attempt to provide a needed outlet for local and regional dirt bike hobbyist. This group has already organized two events in 2108, and both events have been well received. Aztec Motocross' Groomed Practice event, on December 8th & 9th, attracted one hundred twenty riders, and one hundred ninety total participants to the event. Thirty eight of those participants were from areas beyond the Four Corners Region. This event had limited advertising, and was organized on fairly short notice. The Association believes that with continued exposure the events will grow in size. This growth will have a positive impact on the local economy by attracting participants who will need fuel, food, and lodging services.

FISCAL IMPACT

- The agreement provides that the City will provide bulk water during the term of the agreement (one year). Estimated cost to the City General Fund: \$710
- Currently the City has no cost associated with the trash services provided at the motocross track.

SUPPORT DOCUMENTS: Agreement, Certification of Organization AMX LLC., Home & Work telephone numbers & mailing addresses of AMX officer(s), 2019 Racing Schedule Aztec Business License, Mission Statement, Safety Plan, Parking Plan, Proof of Insurance

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

AGREEMENT

AMX, LLC
(AZTEC MOTOCROSS)

THIS AGREEMENT, made and entered into this day January 22, 2019 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and AZTEC MOTOCROSS, (AMX), party of the second part, hereinafter referred to as the ASSOCIATION, pertaining to operation of the Aztec Motocross Track 1771 Navajo Dam Road, Aztec New Mexico.

SECTION 1: Association Responsibilities.

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

B. The Association agrees to indemnify and hold harmless, during an event, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof and will deposit with the City Clerk and Park's Director annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million Dollars (\$1,000,000) combined single limit. The certificate of liability and the exclusion page of the insurance policy must be included, and the City of Aztec must be named as an additional insured on the policy. No cancelation of the policy of insurance is valid as to the City without the City being given 30 days notice.

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

D. In addition the association will submit a plan for traffic control to be submitted to the Aztec Police Department before the event season.

E. The Association will provide to the Parks and Recreation Director:

- 1) Prior to the start of the contract a list of all officers, home and work telephone numbers and mailing addresses;
- 2) Provide event schedule prior to the start of the season, and in the course season as new events are organized

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

areas after track usage.

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

H. The Association shall assume responsibility for the following:

- 1) All maintenance for the track including, damage from daily riders, weather, and all organized events.
- 2) Cost of electric services and installation as needed.
- 3) Cost, maintenance, and provision of dumpster(s) as needed during scheduled events.
- 4) Cost, maintenance, and provision of restroom facilities (portable potties) as needed during scheduled events.
- 5) Maintain all facilities for the duration of the contract including, but not limited to the following:
 - a. Weeds within the facility;
 - b. Bleachers;
 - c. Fencing;
 - d. Starting gate;
 - e. Emptying of trash cans/barrels.

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

J. Water use at the track may be subject to special conditions, i.e., drought restrictions; interruption do to line capacity; water line maintenance, etc.

SECTION 2: City Responsibilities.

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

B. Cost of water services for scheduled events, (30,000 gal. per event up to eight events, or a total of 270,000 gallons annually).

C. Cost, maintenance, and provision of (1) permanent dumpster for public use.

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

SECTION 3: Term of Agreement.

A. The agreement is for one (1) year to become effective January 22, 2019, and shall expire on January 22, 2020. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

City of Aztec
201 W. Chaco
Aztec, NM 87410

AMX, LLC
22 RD 5457
Farmington, NM 87410

SECTION 4: Consideration.

A. Consideration paid by AMX, LLC, to the City of Aztec shall be rent in the form of payment of electric utility costs, track grooming, grounds maintenance, agreed upon security during events, and other valuable consideration. The terms of payment shall be revisited at the discretion of the City Staff upon their annual review.

SECTION 5: Inspections and Reviews.

A. Annually, on the anniversary of signing, the representatives of the City and Association will do a review to:

- 1) Inspect and document the conditions of the facilities and designated areas of use;
- 2) Determine maintenance requirements;
- 3) Identify needs;
- 4) Determine funding requirements of each party;
- 5) Review revenue and track usage statistics;
- 6) Review water usage.

B. At the conclusion of this agreement, the representatives of the City and Association will do a review to:

- 1) Inspect and document the conditions of the facilities and designated areas of use.
- 2) Make arrangements for areas to be turned back to the City.
- 3) After the conclusion of the contract, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume responsibility of

the designated areas. All cleaning or maintenance after this date shall become the responsibility of the City.

SECTION 6: Facility Improvements or Repairs.

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

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

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

SECTION 7: Incurred Expenses.

A. The Association shall pay for upkeep expenses used upon the facilities and/or premises. In addition, the Association further agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

SECTION 8: Legal Representation.

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

SECTION 9: Termination of Agreement.

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

SECTION 10: Severability.

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

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

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

CITY OF AZTEC

AZTEC MOTOCROSS

Victor Snover, Mayor

President, Andrew Gallegos

ATTESTED

CONTENT REVIEW

City Clerk, Karla Saylor

City Attorney, Nicci J. Unsicker

AZTEC MOTOCROSS, LLC

Andrew Gallegos

Cell (505) 787-9608

22 CR 5457, Farmington, NM 87401

BUSINESS LICENSE

**CITY OF AZTEC
STATE OF NEW MEXICO**

No:2372.1

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

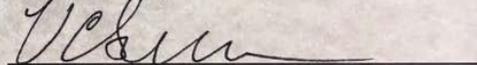
SERVICE - GENERAL



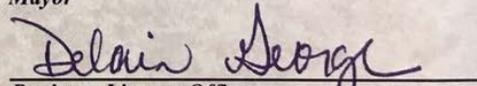
*in the CITY OF AZTEC for the period beginning on November 20, 2018
and ending December 31, 2018.*

**AZTEC MOTOCROSS LLC
1771 NAVAJO DAM RD
AZTEC NM 87410**

Issued: November 20, 2018



Mayor



Business License Officer

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

AZTEC MOTOCROSS

2019 Racing Season



2019 Aztec Motocross

Race Schedule

March-23/24

April-13/14

May-25/26

June-22/23

July-20/21

August-24/25

September-21/22

October-5/6

Saturday Practice, Sunday Race.

Pro 100% pay back
\$200 with 5 or more
riders in pro each class

Gate Fee - \$10 per day - \$15 2 day pass
5 & under free

Practice - Saturday 10am-2pm \$20 a rider

Make 5 of 8 races to qualify for series point



aztecmotocrossnm



aztecmotocross

For information: Andrew Gallegos 5057879608

Email: aztecmotocross@gmail.com

Location- Highway 173, Aztec NM, 87410

OFFICE OF THE SECRETARY OF STATE
NEW MEXICO

Certificate of Organization

OF

Aztec Motocross, LLC

5748437

New Mexico

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

Limited Liability Company Act

53-19-1 to 53-19-74 NMSA 1978

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

Dated: **September 21, 2018**

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



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

MISSION STATEMENT, SAFETY PLAN, EVENT ORGANIZATION

Mission statement: To operate and maintain a championship series for the Aztec motocross track.

To improve the local track and provide the Four Corners community with additional outdoor activity.

Safety Plan:

Emergency Contact Info: EMT, FIRE, and Police contact info will be posted on the side of the registration trailer. A ranger or security personnel will be at the track for events with over one hundred participants.

EMT Plan: One licensed intermediate medic on site with a helper. We will approach SJCFD to provide volunteers for this, if not we do have some alternatives.

The EMT's will assist with injured riders and advise if they need further medical attention. The first aid supplies will be provided by the EMT and event organizers.

EMT's will be on the top of the track by the top parking lot inside the gate. The EMT will also have a radio along with all the other workers.

Ambulance: Destination area for intercept would be next to the starting gate. A second intercept point will be located on the top of the hill next to the track by the gate.

Helicopter: Landing would be on the highway, fire department would handle this.

Water hauling across Navajo Dam Rd.: Our plan is to try and cross the highway at low traffic times of the day. During busy parts of the day, we will have a spotter. We will also be getting warning signs that say "Trucks crossing" to slow traffic down.

Race weekend outline:

Event schedule: March-October, hopefully hold a race and groomed practice every month. (Subject to change and dates TBD)

Saturday: Groomed practice, usually from 10-3 (TBD)

Registration for the races on Sunday will be on Saturday from (2-5) and Sunday from (6:30-8).

Sunday: Riders meeting at 8:10 on Sunday to explain details and rules for the race day.

Practice will start at 8:40 and races would follow practice at 9:30ish for the first motos.

Intermission and grooming would take place, then continue the races with the second motos.

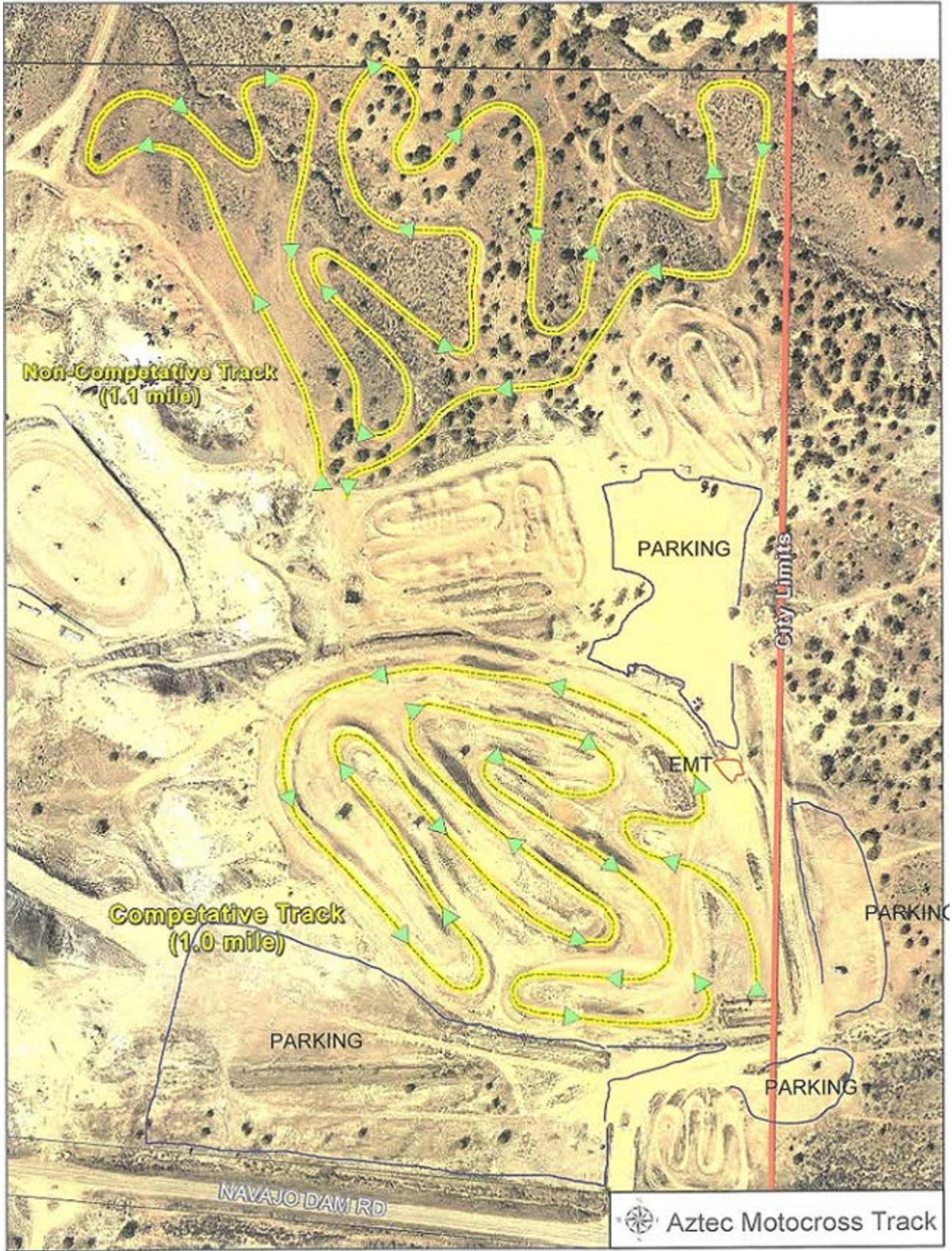
Gate Control: Two people will be at the main gate in the morning collecting entry fees and having the riders/spectators signing a waiver. After the rush in the Morning, there will be one person at the gate all day. There will be only one gate for entrance and exit. Registration will take place in the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

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

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

Concessions: *See agreement.*

Utilities: *See agreement.*



**Non-Competitive Track
(1.1 mile)**

PARKING

City Limits

EMT

**Competitive Track
(1.0 mile)**

PARKING

PARKING

PARKING

NAVAJO DAM RD

 Aztec Motocross Track

NOTEPAD:

HOLDER CODE
INSURED'S NAME **Aztec Motocross, LLC**

AZTEC-1
OP ID: NC

PAGE 2
Date **12/06/2018**

- A. PERSONS OR ORGANIZATIONS, AS REQUIRED BY CONTRACT.
- B. ANY PERSON OR ORGANIZATION SPONSORING YOUR ACTIVITIES OR EVENTS.
- C. ANY PERSON OR ORGANIZATION SPONSORING RACING VEHICLES OR SPONSORING RACING VEHICLE DRIVERS.
- D. RACING VEHICLE OWNERS, RACING VEHICLE DRIVERS, AND RACING VEHICLE CREW MEMBERS.
- E. CITY OF AZTEC

PRACTICE/EVENT DATES: 3/23-24/19, 4/20-21/19, 5/25-26/19, 6/22-23/19, 7/20-21/19, 8/24-25/19, 9/19-20/19, 10/5-6/19

(5) PRACTICES TBD



CONFIRMATION OF COVERAGE

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

Date of Issue: 12/6/2018

Agent: Jones Birdsong LLP
Insured: Aztec Motocross, LLC
Address: 22 CR 5457, Farmington, NM 87410
Risk Location: 1771 Navajo Dam Road, Aztec, NM 87410

Bill Type/Payment Plan: 7 Inst: 25%-6 Inst

Policy Term: 12/05/2018 TO 12/05/2019

On behalf of our professional team, thank you for entrusting Safehold Special Risk, Inc. with the management of your insurance. We will take great care to provide a customer service experience that includes open communication and drives to exceed your expectations.

Enclosed is a Confirmation of Coverage evidencing the coverage(s) as presented and bound. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

Prepared by Safehold Special Risk, Inc.

Jeff Poymanter
Authorized Representative



Safehold Special Risk, Inc. 9811 Katy Freeway, Suite 500, Houston, TX 77024
m/a: P.O. Box 218060, Houston, TX 77218-8060
In California doing business as Safehold Special Risk & Insurance Services, Inc. CA DOI# 0G13561

GENERAL LIABILITY

New York Marine and General Insurance Company

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

PARTICIPANT ACCIDENT

CHUBB /ACE American Insurance Company

Accidental Death	Not Covered
Accidental Dismemberment	Not Covered
Excess Medical	Not Covered

Total Disability: Weekly Indemnity Not Covered

Deductible N/A

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

EXCESS LIABILITY

New York Marine and General Insurance Company

Each Occurrence Limit	Not Covered
Aggregate Limit	Not Covered
Personal & Advertising Injury Limit	Not Covered
Coverage Auto Aggregate Limit	Not Covered
Other: Per Event Aggregate (where applicable)	Not Covered

COVERAGE & POLICY NUMBER	PREMIUM SUMMARY
Commercial General Liability Coverage GL201800011204-215	\$ 6,954.00
Terrorism Risk Insurance Program - If accepted	Rejected
Total Taxes, Surcharges and Fees:	N/A
Total Estimated Premium	\$ 6,954.00
<i>Commission</i>	<i>15.00%</i>
Participant Accident Coverage	Not Covered
<i>Commission</i>	<i>N/A</i>
Commercial Excess Liability Coverage	Not Covered
Terrorism Risk Insurance Program - If accepted	N/A
Total Taxes, Surcharges and Fees:	N/A
Total Estimated Premium	N/A
<i>Commission</i>	<i>N/A</i>

Products and services are offered through Safehold Special Risk, Inc. Please refer to actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Upon request, specimen copies of all policies are available for review. Higher limits and additional coverage may be available.

Confidential. © 2018 Safehold Special Risk, Inc. All rights reserved

SUBSCRIBING MEMBER'S CERTIFICATE

THIS SUBSCRIBING MEMBER'S CERTIFICATE FORMS A PART OF THE MASTER POLICY FOR:

Master Policy Number:

GL201800011204

Term:

02/01/2018 to 02/01/2020

Preferred Motor Sports Risk Purchasing Group, LLC
4300 Market Pointe Drive, Suite 600, Minneapolis, MN 55435 and

Additional Named Insureds, as evidenced on this Subscribing Member's Certificate and as on file with the company.

Subscribing Member's Certificate Number:

215

Renewal of Number:

Insurer Affording Coverage: New York Marine and General Insurance Company

59 Maiden Lane, 27th Floor
New York, NY 10038-4647

Item 1. Subscribing Member Named Insured & Mailing Address

Agent Name and Address

Aztec Motocross, LLC
22 CR 5457, Farmington, NM 87410

Safehold Special Risk, Inc
9811 Katy Freeway, Suite 500
Houston, TX 77024

Item 2. Certificate Coverage Period:

From: 12/5/2018

To: 12/5/2019

At 12:01 AM Standard Time at the Mailing Address shown above.

Item 3. Form of Business

LLC

Item 4. Description of Business:

Motorsports

Locations of All Premises You Own, Rent or Occupy: 1771 Navajo Dam Road, Aztec, NM 87410

Terrorism Coverage:



If this box is checked, the Named Insured Member has accepted coverage for certified acts of terrorism; coverage is **included** per applicable forms attached to this certificate.



If this box is checked, the Named Insured Member has rejected coverage for certified acts of terrorism; coverage is **excluded** per applicable forms attached to this certificate.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE

AND THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE(S) FOR WHICH PREMIUM IS SHOWN. THE PREMIUMS SHOWN MAY BE SUBJECT TO ADJUSTMENT.

Estimated Liability Premium:	\$ 6,954.00
State Tax or Surcharge (if applicable):	\$
Estimated Total Member Premium:	\$ 6,954.00
Deposit Premium	\$ 1,740.00

Event Reporting and Earned Premium (GL 0461 1016) Event Reporting Option: Annual

Payment Plan: 7 Inst: 25%-6 Inst



Item 5. Coverage(s) and Limit(s) of Insurance

COMMERCIAL GENERAL LIABILITY	COVERAGE SPECIFICATIONS: YOUR POLICY CONSISTS OF THE FOLLOWING COVERAGE(S) WHEN A LIMIT OF INSURANCE IS INDICATED BELOW. IF A LIMIT OF LIABILITY IS NOT SHOWN, THERE IS NO COVERAGE PROVIDED.
-------------------------------------	---

General Aggregate	\$	5,000,000	
Products Completed Operations Aggregate	\$	5,000,000	
Each Occurrence Limit	\$	1,000,000	
Personal & Advertising Injury	\$	1,000,000	<i>Any one person or organization</i>
Damage to Premises Rented to You Limit	\$	300,000	<i>Any one premises</i>
Premises Medical Payments	\$	Excluded	
Motorsports Participant Liability	\$	1,000,000	
Racing Vehicle Physical Damage Liability in restricted area	\$	50,000	
Exception for Unmanned Aircraft - Drones		Included	
Motorsports Errors & Omission	\$	250,000	<i>Each Occurrence</i>
Personal Advertising Injury - Limited Discrimination - Motor Racing Events	\$	100,000	
Non-Ownership Automobile Liability	\$	Not Covered	
Rented Auto Liability	\$	Not Covered	
Liquor Liability - Each Common Cause	\$	Not Covered	
Liquor Liability - Aggregate	\$	Not Covered	

Item 6. ENDORSEMENTS ATTACHED TO THIS POLICY: AS LISTED ON THE MASTER POLICY AND ANY ADDITIONAL FORMS LISTED HERE (IF APPLICABLE)

IL 02 98 (05-15) New Mexico Changes - Cancellation And Nonrenewal

Countersigned:

Date

Authorized Representative

THIS IS TO CERTIFY THAT THE COVERAGE OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. THESE CERTIFICATE AND DECLARATIONS OF THE RISK PURCHASING GROUP, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE MASTER POLICY AND ANY ENDORSEMENTS LISTED ABOVE.



Classification/Rate:

Classification	Premium Basis - Per Event	Rate	Premium
MOTOCROSS EVENTS	8	\$ 630	\$ 5,040
MOTOCROSS EVENTS - ADDITIONAL DAYS	0	\$ 315	\$ -
MOTOCROSS PRACTICES	13	\$ 128	\$ 1,664
Liquor Liability	Flat		\$ -
Hired & Non Owned Automobile Liability	Flat		\$ -
Annual Grudge	Flat		\$ -
Premises & Additional Insured	Flat		\$ 250.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Permissible Reasons And Notice Period

- a. If this Policy has been in effect less than 60 days and is not a renewal of a policy we issued, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation, provided that the cancellation becomes effective before the Policy has been in effect for 60 days.
- b. If Paragraph a. does not apply, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) There has been a substantial change in the risk assumed by us since the Policy was issued.
 - (3) The Policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.
 - (4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
 - (5) You presented a claim based on fraud or material misrepresentation.

c. If we cancel subject to 2.b. above, we will mail or deliver to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation, for the reason set forth in 2.b.(1).
- (2) 30 days before the effective date of cancellation, for the reason set forth in 2.b.(2).
- (3) 15 days before the effective date of cancellation, for a reason set forth in 2.b.(3), 2.b.(4) or 2.b.(5).

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this Policy.

B. The following condition is added and supersedes any provision to the contrary:

Nonrenewal

If we decide not to renew this Policy, we will mail to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the Policy.

Proof of mailing will be sufficient proof of notice.

NEW YORK MARINE AND GENERAL INSURANCE COMPANY

59 Maiden Lane, 27th Floor
New York, NY 10038-4647

COMMON POLICY DECLARATIONS

POLICY NUMBER: GL201800011204

PREVIOUS POLICY NUMBER: _____

COMPANY NAME New York Marine and General Insurance Company 59 Maiden Lane, 27th Floor New York, NY 10038-4647	PRODUCER NAME 00554 Safehold Special Risk & Insurance Services, Inc. 9811 Katy Freeway, Suite 500 Houston, TX 77024
---	---

NAMED INSURED: PREFERRED MOTOR SPORTS RISK PURCHASING GROUP, LLC AND ITS SUBSCRIBING
As Per Named Insured Extension Schedule

MAILING ADDRESS: 4300 Market Pointe Drive, Suite 600
Minneapolis, MN 55435

POLICY PERIOD: FROM 02/01/2018 TO 02/01/2020
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION | Motorsports

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COMMERCIAL GENERAL LIABILITY COVERAGE PART
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)

PREMIUM
REFER TO
SUBSCRIBING MEMBER
CERTIFICATE

POLICY NUMBER: GL201800011204

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

See Schedule of Forms and Endorsements.

Countersigned	By:
(Date)	(Authorized Representative)

NAMED INSURED EXTENSION SCHEDULE

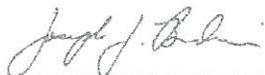
POLICY NUMBER: GL201800011204	EFFECTIVE DATE: 02/01/2018
---	--------------------------------------

PREFERRED MOTOR SPORTS RISK PURCHASING GROUP, LLC AND ITS SUBSCRIBING MEMBERS CERTIFICATE(S) ON FILE WITH THE COMPANY.

THIS POLICY APPLIES TO EACH SUBSCRIBING MEMBER PER THE SUBSCRIBING MEMBER'S CERTIFICATE, AS IF A SEPARATE POLICY WERE ISSUED FOR EACH.

SIGNATURE PAGE

In witness whereof, New York Marine and General Insurance Company has caused this policy to be signed by its president and secretary.



Joseph J. Beneducci
President



Frank D. Papalia
Secretary

Named Insured: **PREFERRED MOTOR SPORTS RISK PURCHASING GROUP, LLC AND ITS**
Policy #: **GL201800011204**
Policy Period: **02/01/2018 – 02/01/2020**

IL 0001 (1010)

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: GL201800011204	EFFECTIVE DATE: 02/01/2018
---	--------------------------------------

NUMBER

TITLE

COMMON

IL DS 00 (09-08) Common Policy Declarations
 IL 0001 (10-10) Signature Page
 IL 09 85 (01-15) Disclosure Pursuant To Terrorism Risk Insurance Act
 IL 00 17 (11-98) Common Policy Conditions
 IL 00 21 (09-08) Nuclear Energy Liability Exclusion Endorsement (Broad Form)
 IL 02 45 (09-08) Minnesota Changes - Cancellation And Nonrenewal
 IL 09 35 (07-02) Exclusion Of Certain Computer-Related Losses

GENERAL LIABILITY

CG DS 01 (10-01) Commercial General Liability Declarations
 CG DS 03 (07-98) LIQUOR LIABILITY DECLARATIONS
 CG 00 01 (04-13) Commercial General Liability Coverage Form
 CG 00 33 (04-13) Liquor Liability Coverage Form (Occurrence)
 CG 01 22 (12-07) Minnesota Changes - Contractual Liability Exclusion And Supplementary Payments
 CG 20 11 (04-13) Additional Insured - Managers Or Lessors Of Premises
 CG 20 26 (04-13) Additional Insured - Designated Person Or Organization
 CG 20 34 (04-13) Additional Insured - Lessor Of Leased Equipment Automatic Status When Required In Lease Agreement With You
 CG 21 06 (05-14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
 CG 21 35 (10-01) Exclusion - Coverage C - Medical Payments
 CG 21 44 (07-98) Limitation Of Coverage To Designated Premises Or Project
 CG 21 47 (12-07) Employment-Related Practices Exclusion
 CG 21 55 (09-99) Total Pollution Exclusion With A Hostile Fire Exception
 CG 21 67 (12-04) Fungi or Bacteria Exclusion
 CG 21 70 (01-15) Cap on Losses From Certified Acts of Terrorism
 CG 21 84 (01-15) Exclusion Of Certified Nuclear, Biological, Chemical Or Radiological Acts Of Terrorism; Cap On Losses From Certified Acts Of Terrorism
 CG 21 96 (03-05) Silica Or Silica-Related Dust Exclusion
 CG 24 04 (05-09) Waiver Of Transfer Rights Of Recovery Against Others To Us
 CG 26 05 (02-07) Minnesota Changes
 CG 26 81 (12-04) Minnesota Changes - Duties Condition
 GL 00 01 (06-10) Absolute Asbestos Exclusion
 GL 00 02 (06-10) Absolute Lead Exclusion
 GL 0008 (06-10) Amendment of Employee Definition (Temporary Employee)
 GL 0025 (06-10) Exclusion - Communicable Diseases
 GL 0029 (06-10) Exclusion - Designated Activities
 GL 0040 (06-10) General Aggregate Limit (Per Operation, Designated Event, Or Premises)
 GL 0041 (06-10) Knowledge Of Occurrence
 GL 0225 (10-13) Deluxe Commercial Liability Broadening Endorsement
 GL 0234 (10-13) Hired Auto And Non-Owned Auto Liability Coverage
 GL 0369 (12-14) Amendment of Aircraft Exclusion - Exclusion for Unmanned Aircraft
 GL 0461 (10-16) Event Reporting And Earned Premium
 GL 0462 (10-16) Exclusion - Designated Activities - Operations - With Exceptions
 GL 0463 (10-16) Incidental Medical Malpractice Liability
 GL 0465 (10-16) Motorsports Errors And Omissions

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: GL201800011204	EFFECTIVE DATE: 02/01/2018
---	--------------------------------------

NUMBER

TITLE

GENERAL LIABILITY

GL 0466 (10-16) Non-Owned Aircraft
GL 0467 (10-16) Participant Liability Coverage Endorsement
GL 0468 (10-16) Personal And Advertising Injury - Limited Discrimination Coverage
GL 0469 (10-16) Racing Endorsement
GL 0471 (10-16) Limited Coverage - Damage To Property In Restricted Area
GL 0472 (10-16) Limited Coverage - Damage To Property In Restricted Area - Drag Racing
GL 0497 (10-16) Exclusion - Nuclear or Rocket Propelled Vehicles



Jones Birdsong LLP
125 Lake Street, Suite 300
Wayzata, MN 55391

Incident Report

Complete all Sections - Send by Fax or Email to:

Fax: (612) 392-2166

Email: ballen@jonesbirdsong.com

Emergency Claims After Hours
(952) 467-6111

Track Name: _____ Promoter Name: _____

Incident Date: _____ Incident Time: _____ (circle choice) AM / PM

Event Type: (circle choice) Oval / Road Course / Motocross / Other _____

Sanctioning Body: (circle choice) IMCA / NESMETH / AMA / Other _____

Incident Type: (circle choice) Bodily Injury / Property Damage / Other _____

Location of Accident: (circle choice) On Track / Pit Area / Staging Area / Return Area / Grandstands / Other _____

Injured Person: (circle choice) Driver/Rider / Spectator / Crew Member / Official / Other _____

Signed Waiver: (circle choice) Yes / No

Information of Injured Person or Property Owner:

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Cell Phone: _____

Gender: (circle choice) Male / Female DOB: _____ Age: _____

Vehicle: Car Class _____

Incident Description: (describe what happened) _____

Injury Description: _____

Transported to Hospital: (circle choice) Yes / No Admitted to Hospital: (circle choice) Yes / No

Hospital Name: _____ Address, City, State: _____

Witnesses:

Witness 1

Witness 2

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Reported By: Name _____ Title: _____

Address, City, State, Zip: _____

Release and Waiver Guidelines

I. INTRODUCTION

This Release and Waiver Guidelines booklet is intended to provide Motorsports track owners, operators and event promoters with a basic and quick reference to the various release and waiver forms currently being used. It provides samples of the current forms and basic instructions regarding their use. The forms may be revised from time to time and updates to this booklet will be made to reflect any such revisions in the forms or procedures.

The Release and Waiver is the primary factor in the insurability of your facility. Its importance and effectiveness in reducing the risk exposure at your facility cannot be overstated. The attached Guidelines Summary (See Section II) provides basic information on using ANY release and waiver. Please review it carefully. You are encouraged to distribute this summary separately to your employees and anyone else you desire.

Remember, Release and Waivers are required to be executed by EVERY person that is admitted to a Restricted Area. The definition of a restricted area is any area that the general public is not allowed to enter. This area may vary from track to track but the Restricted Area **MUST** include the competition area (starting line through shutdown area), advanced staging and burnout areas, return road and any other area within barriers, fences and/or structures separating the general public from the racing activities. It may or may not include the pit area depending upon whether the track requires everyone entering the pit area (or the entire facility) to sign the release. Make sure all release and waiver forms are completely filled out (date of event and name of track) and witnessed.

Again, this booklet is intended to be a general guide and is not intended as the final, comprehensive resource on every aspect of release and waivers. If you have any questions, do not hesitate to contact Safehold Special Risk, Inc.

II. RELEASE AND WAIVER GUIDELINES SUMMARY

A. FOR ALL ADULT AND MINOR WAIVERS

1. Everyone who is to enter a "restricted area" (any area not open to the general public that **MUST** include at a minimum the advanced staging/burnout, competition, shutdown, and depending upon the track layout, the return road areas) must sign a release and waiver form.
2. Use forms:
WMS-DRAG (Edition 7 or 7A) - Adults only
Minor MS-N" or "Minor MS-N (All Events) – Minors only
3. All forms **MUST** be witnessed (on the applicable space on the form) by an **Adult Facility/Track Employee**. Try to have the same person or a small group of persons handle waiver execution at all events.
4. Every form must be **completely** filled out. The event date(s) and location(s) **must** be specified. **THIS IS CRITICAL!**

Retain Releases for at least one year past the statute of limitations for your state.

In most cases this will mean three years from the date of the event since most states have a 2 year statute of limitation. Some states statute of limitation is 3 or 4 years. In those states, releases will be retained for as long as 4 or 5 years.

Minor releases should be retained at minimum 2 years past the 18th birthday. In states with a longer statute of limitation, releases may need to be retained for 3 or 4 years past the 18th birthday.

B. MINOR WAIVERS

1. Minor waivers are executed by the parent(s)/legal guardian(s), **NOT the minor**. Do not have minors sign adult waiver forms.
2. "Minors" in almost all states is defined as anyone under 18. Check with your state's authorities if you are uncertain.
3. Waivers should be signed by **BOTH** parents or legal guardians. Both signatures are **required** for minors participating as drivers, passengers, and crew or in any other capacity where they will be permitted to enter a restricted area such as the advanced staging lanes. If your track has all persons entering the track sign a waiver, other minors who will not be entering a restricted area may be admitted on a per event basis with ONE parent's signature.
4. MS N (All Events) waiver also requires **BOTH** signatures and is used as an "annual" waiver.

C. TRACK EMPLOYEE RELEASE AND WAIVER

This is a multi-event release and waiver form to be signed each year by each of your track employees. If completed, your employees do not have to sign the "standard" waiver for each event. Note that by signing the waiver, the employee is NOT waiving his or her rights to any statutory workers compensation benefits. This is a common concern of employees.

D. GENERAL MS-1

The "General MS-1" release and waiver form is a "multi-purpose" form to be used for any non-drag events such as events held at an oval track or road course. For example, if you are holding an approved special promotion or specialized motor vehicle competition such as a motocross, monster truck exhibition, etc. that is not being held on the drag strip, you would use this form.

III. SPECIFIC WAIVER FORMS

WMS Drag (Edition 7/7A)

- This is the "standard" release and waiver form to be used for all adults at your drag racing facility. The "WMS-DRAG" release and waiver form includes a shaded box on the bottom for the witness information to be filled in. **The form requires you complete both the NAME OF TRACK AND/OR EVENT (if applicable), in addition to the EVENT DATE(S).** If the event runs for more than one day, write in all applicable dates, i.e. "February 2-5, 2014". **7A** includes a box "Track Use" to enter car #, if preferred.

MINOR MS-N AND MINOR MS-N (ALL EVENTS)

- This is the waiver to use for all minors (younger than 18 years old in all but a very few states where the age of majority is 21). It replaces all older minor forms, including the "Junior Drag" form. **The new Minor MS-N form may be used as a "multi-event" or "annual" waiver.** To use as such, the waiver form only needs to be completed once each year **IF** it is completely filled out by **both** parents or guardians and the event and date blanks on the top of the waiver are filled out as "**ALL [insert name of track] EVENTS**" and "**ALL DATES**" respectively. It is highly recommended that you produce and hand out a simple "Minor ID" card to each minor that has a fully completed waiver on file which the minor can show to track registration personnel in lieu of signing another waiver. A sample ID card is attached in Section V. Tracks may develop their own card, but it is recommended that it be a photo ID. (You can use a cut-down Polaroid head shot).
- **If only one parent has signed a single waiver, a new waiver must be signed for each event.**
- NOTE: The Minor MS-N form has a section at the bottom of form to be used for witnessing by an event official or for notarization. This is optional, however, it is highly recommended that a track official sign and print his/her name on the bottom of the waivers if the waiver is signed by the parent(s) at the track. IF the waiver is signed by the parent(s) away from the track, then the track MAY require the form to be notarized. For annual waivers signed away from the track, it is highly recommended that the track require notarization.

GENERAL MS-1 (04/10 EDITION)

- The "General MS-1" release and waiver form is a "multi-purpose" form to be used for any **non-drag events** such as events held at an oval track or road course. For example, if you are holding an approved special promotion or specialized motor vehicle competition such as a motocross, monster truck exhibition, etc. that is not being held on the drag strip, you would use this form.

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

EVENT NAME / LOCATION

EVENT DATE(S)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufactures and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENCE RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENCE RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME

SIGN NAME HERE

PRINT NAME

SIGN NAME HERE

I HAVE READ THIS RELEASE

Signature and Title of Witness

Date

Address of Witness

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)

NAME OF TRACK AND/OR EVENT _____

EVENT DATE(S) _____

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the above event and/or activities ("EVENT(S)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR's Event participation constitutes an acknowledgement that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at anytime in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, (all for the purposes herein referred to as "RELEASEES") from all liability to ourselves, the undersigneds, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.
4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the EVENT and whether caused by negligence of the RELEASEES or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

I HAVE READ THIS RELEASE

1. _____ Father/Mother/Guardian _____
 Parent or Guardian (Signature) (Circle One) Date

(INITIAL)

I represent that I have sole legal custody or am the sole parent/guardian

I HAVE READ THIS RELEASE

2. _____ Father/Mother/Guardian _____
 Parent or Guardian (Signature) (Circle One) Date

Printed Name of MINOR Participant: _____ D.O.B. _____

Address of Participant: _____

Printed Name of Parent or Guardian: 1. _____

Printed Name of Parent or Guardian: 2. _____

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ Day _____ A.D. 20_____

SEAL

Signature of Event Official or Notary Public _____

Printed Name of Event Official or Notary Public _____

_____ County, State of _____ My Commission Expires: _____



Risk Purchase Group Disclosure

Your 2018 Motorsports Liability insurance policy will renewed with New York Marine and General Insurance Company. They have elected to renew coverage through a Risk Purchasing Group.

A Risk Purchase Group is a group formed in compliance with the Risk Retention Act of 1986 authorizing a group of insureds engaged in similar businesses or activities to purchase insurance coverage from a commercial insurer¹.

Group Structure

The Risk Purchase Group is Preferred Motor Sports Risk Purchasing Group, LLC². As a member of the group you have **neither financial responsibility for nor any voting rights** in Preferred Motor Sports Risk Purchasing Group, LLC. **There are no extra fees to be a member of the risk purchase group.**

Group Members: Membership in Preferred Motor Sports Risk Purchasing Group, LLC is limited to Motorsports risks.

Rating: Each member is rated based upon their individual underwriting characteristics and individual loss experience.

Policy Issuance

New York Marine and General Insurance Company has issue a master policy to Preferred Motor Sports Risk Purchasing Group, LLC. You are being issued a **Subscribing Members Certificate** which affords you coverage under the master policy. Since the policy is being issued in Minnesota it will contain Minnesota Amendatory endorsements.

Policy Limits: Each Member has their own limit of liability which is separate and distinct from all other members.

Cancellation of Coverage: You may elect to leave the RPG at any time. Return premium will be based the terms of the master policy. A short rate penalty would apply which is similar to other insurance policies.

Renewal Date: Your renewal date will remain the same.

Guarantee Fund Treatment: Each state has specific protections for policyholders in the event of the insolvency of an insurer. The protections are not impacted by the participation in Preferred Motor Sports Risk Purchasing Group, LLC.

If you have any further questions, please contact:

Don Birdsong
dbirdsong@jonesbirdsong.com
952-467-6113

Bob Allen
ballen@jonesbirdsong.com
952-467-6111

¹ As defined by the International Risk Management Institute (IRMI)

² Jones Birdsong has not formed nor has any financial interest in Preferred Motor Sports Risk Purchasing Group, LLC.

Jones Birdsong LLP
 125 W. Lake St., Suite 200
 Wayzata, MN 55391
 Phone: 866-998-3864

INVOICE NO. 21867		Page 1
ACCOUNT NO.	OP	DATE
AZTEC-1	NC	12/06/2018
PRODUCER		
Robert Allen		
BALANCE DUE ON		
12/06/2018		
AMOUNT PAID	AMOUNT DUE	
	\$1.00	

Aztec Motocross, LLC
 22 CR 5457
 Farmington, NM 87410

Itn #	Due Date	Trn	Type	Description	Amount
122669	12/06/18	PAY		CC BATCH 1120	(\$1,914.00)
				Credits Applied:	\$0.00
122680	12/06/18	MCO	LIAB	Inception 2018-19 Down Payment	\$1,740.00
122681	12/06/18	RFE	LIAB	Risk Control Fee	\$175.00
				Invoice Balance:	\$1.00

Please remit payment to: Jones Birdsong LLP, Bin #51
 PO BOX 1414, MINneapolis, MN 55480-1414

Jones Birdsong LLP
 125 W. Lake St., Suite 200
 Wayzata, MN 55391
 Phone: 866-998-3864

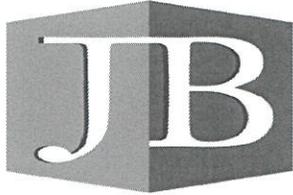
INVOICE NO. 21868		Page 1
ACCOUNT NO.	OP	DATE
AZTEC-1	NC	12/06/2018
PRODUCER		
Robert Allen		
BALANCE DUE ON		
01/05/2019		
AMOUNT PAID	AMOUNT DUE	
	\$5,214.00	

Aztec Motocross, LLC
 22 CR 5457
 Farmington, NM 87410

Itm #	Due Date	Trn	Type	Description	Amount
122682	01/05/19	MCO	LIAB	Installment #1	\$869.00
122683	02/05/19	MCO	LIAB	Installment #2	\$869.00
122684	03/05/19	MCO	LIAB	Installment #3	\$869.00
122685	04/05/19	MCO	LIAB	Installment #4	\$869.00
122686	05/05/19	MCO	LIAB	Installment #5	\$869.00
122687	06/05/19	MCO	LIAD	Installment #6	\$869.00

Invoice Balance: \$5,214.00

Please remit payment to: Jones Birdsong LLP, Bin #51
 PO BOX 1414, Minneapolis, MN 55480-1414



Jones Birdsong

INSURANCE SERVICES

EVENT INSURANCE ORDER FORM

Named Insured: _____

Date of request: _____ Date certificate needed by: _____

Name of person completing form: _____

Phone: (____) _____ Fax: (____) _____

E-Mail Address _____

We will email the certificate to you unless you advise otherwise

1. Name of event: _____

2. Date(s) of event: _____

3. Site or location of event: _____
(City and State are needed please)

4. If this is a Motocross Event will you have more than 250 entrants? Yes No

5. Is this an AMA Sanctioned event? Yes No

6. Is the insured the primary host for the event? Yes No

7. Additional Insured: _____

Additional Insured address: _____

Additional Insured Relationship _____

Please forward completed request to:

Jones Birdsong Insurance Services
Email: motorsport@jonesbirdsong.com
Phone: 866-998-3864
Fax: 702-387-9732

Staff Summary Report

MEETING DATE:	January 22, 2019
AGENDA ITEM:	X. CONSENT AGENDA (D)
AGENDA TITLE:	Resolution 2019-1114 Concerning the Governing Body Meetings and Public Notice Requirements

ACTION REQUESTED BY:	Karla Sayler, City Clerk
ACTION REQUESTED:	Approve Resolution 2019-1114
SUMMARY BY:	Karla Sayler

PROJECT DESCRIPTION / FACTS

- The Governing Body of each municipality is required to determine, at least annually, in a public meeting, reasonable notice provisions for public meetings of the public body. This is done by resolution.
- Once approved, the Resolution will be advertised in its entirety in the legal section of the Talon Newspaper (state law).
- If there are any future legislative changes regarding public meetings we will need to amend the resolution.
- There was one change on the resolution: Airport Advisory Board will meet the Third Monday of the first month of each quarter at 4:30pm and will be held at the City of Aztec Commission Room at City Hall.

SUPPORT DOCUMENTS:	Resolution 2019-1114
---------------------------	----------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Resolution 2019-1114 Concerning the Governing Body Meetings and Public Notice Requirements
---	--

CITY OF AZTEC

RESOLUTION 2019-1114

**A Resolution Concerning the Governing
Body Meetings and Public Notice Required**

WHEREAS, the Aztec City Commission, is a policy making body as defined in the New Mexico Open Meetings Act (N.M.S.A. 1978, Section 10-15-1 et seq.); and

WHEREAS, Section 10-15-1B, NMSA 1978 provides that “all meetings of a quorum of members of any board, commission or other policy-making body of any state agency, or agency or authority of any county, municipality, district or any political subdivision held for the purpose of taking any action within the authority of or the delegated authority of such board, commission or the policy-making body, is declared to be public meetings open to the public at all times, except as otherwise provided in the constitution or the provision of the Open Meetings Act”; and

WHEREAS, Section 10-15-3A, NMSA 1978 provides that “No resolution, rule, regulation, ordinance or action of any board, commission, committee, or other policy making body shall be valid unless taken or made at a meeting held in accordance with the requirements of Section 10-15-1 NMSA, 1978,” and

WHEREAS, Section 10-15-4, NMSA 1978 provided that “Any person violating any of the provisions of Section 10-15-1 NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500.00) for each offence,” and

WHEREAS, Section 10-15-1D, requires that “Any meeting at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meetings, shall be held only after reasonable notice to the public.

WHEREAS, all public bodies are required to determine, at least annually, in a public meeting, reasonable notice provisions for public meetings of the public body;

NOW, THEREFORE, BE IT RESOLVED that the Aztec City Commission, of Aztec, New Mexico, adopts the following open meeting policy: (All Aztec Advisory Boards and Committees will follow the requirements as stated)

1. The regularly scheduled meetings of the governing body will be held at 6:00 p.m., second and fourth Tuesday of each month and the Commission Organizational Meetings will be held on an as-needed basis in the Commission Room of City Hall located at 201 West Chaco in Aztec. If there is a need for a special workshop or meeting it will be scheduled according to need. In the event that the regular meeting date falls on a legal holiday or Election Day, the governing body may cancel or designate an alternate meeting date and shall cause advance notice of the change to be published or posted as provided in this resolution. In the event that a regular meeting of the governing body is changed to a different location, advance notice of the meeting location shall be published as provided in this resolution.
2. Notice of all meetings shall be available at City Hall, 201 W Chaco, Aztec, New Mexico and on the City's website. Notice of all meetings shall be given to all broadcast stations licensed

by the Federal Communications Commission and newspapers of general circulation that have provided a written request for such notice.

3. Notice of all meetings shall include information on how the public may obtain a copy of a preliminary or final agenda. A final agenda for all meetings shall be available at City Hall and on the City's Website, no later than 72 hours preceding the meeting.
4. Special Meetings: Notice shall be given at least three (3) days in advance of any special meeting of a quorum of the members of the governing body, board, commission, committee, agency, authority or other policy-making body held for the purpose of discussing public business or taking any formal action with the authority of such body. An agenda shall be available to the public at least 72 hours prior to any special meeting.
5. Emergency Meetings: which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss shall be held as required, with as much advance notice as the emergency permits.
6. Telephone Conference: A member of the governing body or any board, commission, committee, agency or other policy-making body may participate in a meeting of the public body by means of a telephone conference or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by telephone conference can be identified when speaking, and all participants are able to hear each other at the same time members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
7. Citizens Input: A maximum of three (3) minutes may be allowed during Citizens Input.
8. Presentations: A maximum of 10 minutes unless extended by the chair, will be allowed for each presentation. A copy of the presentation and/or any related documents, if available, shall be presented to the City Clerk prior to preparing the Commission packets.
9. Closed Meetings: Shall be held in the following manner:
 - 1) If the Commission is in an open meeting when a closed meeting is desired and authorized by the Open Meetings Act, then the closed meeting shall be approved on motion by a majority of a quorum of the City Commission, and the authority for closure shall be stated in the motion.
 - 2) If the Commission is not in a public meeting and a closed meeting is desired and authorized, public notice, appropriate under the circumstances, shall be given stating the authority for the closure.
 - 3) Following completion of any closed meeting, the minutes of the open meeting as closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state that the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
10. Minutes: Once transcribed, all minutes produced, as a result of open meetings will be open for public inspection. Recordings are recycled or destroyed 30 days after the minutes are approved with the exception of *Public Hearings*.

11. All meetings shall be conducted in accordance with accepted parliamentary procedures.
12. All Aztec Advisory Boards and Committees will follow the requirements as stated above.
13. Agendas for all Aztec Advisory Board and Committee meetings shall be prepared by City Staff in conjunction with the Chair of the particular Board or Committee.
14. Aztec Advisory Board and Committee meetings are scheduled as follows:

Airport Advisory Board. Meets the Third Monday of the first month of each quarter (January, April, July and October) at 4:30 pm. Meeting held in the Commission Room at City Hall.

Library Advisory Board. Meets the second Wednesday of January, March, May, July, September, and November at 5:30 p.m. Meeting held at the Aztec Public Library.

Lodger's Tax Advisory Board. Meets the third Monday of January, March, May, July, September and November at 2:00 p.m. Meeting held in the Commission Room at City Hall.

Economic Development Advisory Committee. Meets the third Thursday of each Month at 8:00 a.m. Meeting held in the Commission Room at City Hall.

PASSED, APPROVED AND ADOPTED this 23rd day of January, 2018.

CITY OF AZTEC

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE:	January 22, 2019
AGENDA ITEM:	XII. BUSINESS (A)
AGENDA TITLE:	RFP 2019-672 Municipal Solid Waste Services Award

ACTION REQUESTED BY:	RFP 2019-672 Evaluation Committee
ACTION REQUESTED:	Award of RFP 2019-672 Municipal Solid Waste Services to Waste Management of New Mexico
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- WCA-Transit Waste (WCA) has provided municipal solid waste services to the City since January 1999 and was awarded the most recent RFP in 2017. The RFP issued in 2017 included many options for solid waste handling (waste to energy, curb side recycling, CNG equipment, etc.) which have not been finalized under the current agreement. City administration exercised the option not to renew another term of the agreement with WCA and issued a new RFP in October 2018.
- The current agreement with WCA will expire at the end of February 2019.
- RFP 2019-672 requested proposals to include solid waste services as currently exist and proposal for curb side single stream recycling.

PROCUREMENT

- RFP 2019-672 was issued in October 2018 with a proposal due date of November 19, 2018. Responsive proposals were received from Waste Management of New Mexico and WCA. Both firms provided curb side recycling options.
- The evaluation committee includes: Steve Mueller, City Manager; Delain George, Utility Office/MVD Director; Steven Saavedra, Community Development Director; Jeff Blackburn, General Services Director; and Angela Watkins, Library Director.
- Each committee member independently evaluated the proposals submitted.
- Based on the evaluations, Waste Management of NM scored higher than WCA. Over the past year, changes in personnel in the local operations of WCA and communication with the City contributed to the lower scores given to WCA during the evaluation process.
- After the evaluations were completed, the committee requested best and final offers from both firms. Waste Management was unable to make any changes to their original cost proposal which would result in rate increases to all residential customers and to commercial customers which are provided service multiple times a week; WCA submitted a final cost proposal which would result in a slight increase to current rates but was significantly less than original proposal rates.

- The evaluation committee determined an interview with WCA was necessary before a recommendation could be submitted to the City Commission. This interview was held on December 20, 2018. WCA responded to the concerns of the committee and committed to improving their service to the City and community. The City was advised in early December that WCA was not compliant with New Mexico Environment Department requirements for a Commercial Hauler Permit. On January 8, 2019, the City was advised WCA had been issued a new permit and was compliant with state regulations. The Utility Administration office continues to be overwhelmed with concerns from citizens regarding the trash service, or lack thereof, by WCA.
- An interview was not scheduled with Waste Management as the committee had no additional questions or concerns that were not fully addressed in their proposal and final cost offer.
- While the committee is sensitive to the impact rate increases have on our citizens, there is also the responsibility to recommend award of the RFP to the company which will provide responsible and responsive service to the City and its citizens. Based on the proposals submitted by WCA and Waste Management, the interview with WCA and factoring continuing service and communication issues with WCA; the evaluation committee unanimously recommends award of the RFP to Waste Management of New Mexico.

FISCAL IMPACTS

- Award of this RFP 2019-672 to Waste Management of New Mexico would initiate the contract negotiations. A workshop will be scheduled with the City Commission prior to contract finalization to determine if curb side recycling would be included in a new agreement.
- Proposals including best and final cost offers will not be available until award of the RFP.

SUPPORT DOCUMENTS: RFP 2019-672 Evaluation Summary

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve award of RFP 2019-672 Municipal Solid Waste Services to Waste Management of New Mexico and authorize City staff to finalize a solid waste services contract for commission approval.



**City of Aztec
RFP 2019-672
Municipal Solid Waste Services
Scored Evaluation Tabulation**

Evaluation Criteria>

**Qualifications
Max Points: 200**

**Customer Relations
Max Points: 200**

**Technical Factors
Max Points: 200**

Evaluator # >	1	2	3	4	5
WCA	170	125	100	200	120
Waste Management of NM	200	150	150	200	200

1	2	3	4	5
150	100	80	150	140
180	150	150	150	140

1	2	3	4	5
150	100	58	200	100
200	80	130	150	200

Evaluation Criteria>

**Understanding of Scope
Max Points: 75**

**Organizational References
Max Points: 150**

**Proposal Responsiveness
Max Points: 50**

Evaluator # >	1	2	3	4	5
WCA	40	40	30	75	32
Waste Management of NM	75	50	65	75	39

1	2	3	4	5
120	75	75	112.5	124.25
144	70	75	150	141.75

1	2	3	4	5
40	25	25	50	40
50	40	40	50	45

Evaluation Criteria>

**NM Preference
Max Points: 50**

**Cost Proposal
Max Points: 125**

**Total Points
Max Points: 1,050**

Evaluator # >	1	2	3	4	5
WCA	39.75	29.5	24.65	45.625	34.0625
Waste Management of NM	47.75	32.3	35.8	44.05	43.5875

1	2	3	4	5
125	125	125	125	125
106	106	106	106	106

1	2	3	4	5
834.75	619.5	517.65	958.125	715.313
1002.75	678.3	751.8	925.05	915.338

Evaluation Criteria>

**Proposal Evaluation
Score Average**

Evaluator # >
WCA
Waste Management of NM

Rank

729.0675	2
854.6475	1