

**AG E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**March 10, 2020**  
**201 W. Chaco, City Hall**  
**6:00 p.m.**

**I. CALL TO ORDER**

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

United States Pledge of Allegiance

New Mexico Pledge of Allegiance

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

**III. ROLL CALL**

**IV. PROCLAMATION**

*Census Week 2020 Person Counts*

**V. APPROVAL OF AGENDA ITEMS**

**VI. CONSENT AGENDA**

- A. Commission Meeting Minutes February 25, 2020
- B. Law Enforcement Protection Fund Grant
- C. Solid Waste Collection Services Agreement Amendment One
- D. FY20 Youth Conservation Corps Service Agreement

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

**VII. ITEMS REMOVED FROM CONSENT AGENDA**

**VIII. PRESENTATIONS**

Kyle Lincoln - Citizen Recognition  
San Juan County CASA - Amy O'Neill

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

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

**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.

**X. BUSINESS ITEMS**

- A. Final Adoption of Ordinance 2020-500 Amending Chapter 16, Section 16-211 Solid Waste
- B. Final Adoption of Ordinance 2020-501 Amending Chapter 2-Administration, Division 6 Municipal Judge
- C. FY 20 Funding Request Four Corners Economic Development (4CED)
- D. Aztec Chamber of Commerce Funding Request

**XI. QUASI JUDICIAL HEARINGS (LAND USE)**

None

**XII. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**

**XIII. 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.

# Proclamation City of Aztec

## Census Week 2020 “Every Person Counts”

**WHEREAS** the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

**WHEREAS** The City of Aztec is committed to ensuring every resident is counted;

**WHEREAS** federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

**WHEREAS** New Mexico receives approximately \$8 Billion in federal funding every year, and stands to lose \$750 Million for every 1% undercount in the 2020 Census;

**WHEREAS** census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts;

**WHEREAS** information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment;

**WHEREAS** the information collected by the census is confidential and protected by law;

**WHEREAS** a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Aztec Commission hereby proclaims March 30 through April 4, 2020, as CENSUS WEEK and encourages all county officials, employees, schools, and residents to participate in the 2020 Census and raise understanding about the importance of an accurate and complete count.

**PASSED, APPROVED, and ADOPTED** this 10<sup>th</sup> day of March, 2020.

**Commissioners of City of Aztec, New Mexico**

By: \_\_\_\_\_  
Victor C. Snover, Mayor

**ATTEST:**

\_\_\_\_\_  
Karla Sayler, City Clerk

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CITY OF AZTEC  
COMMISSION MEETING MINUTES  
February 25, 2020

**I. CALL TO ORDER**

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

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

- A. Invocation (led by Commissioner Sipe)
- B. United States Pledge of Allegiance (led by State Champ Wrestlers)
- C. New Mexico pledge of Allegiance (led by State Champ Wrestlers)

**III. ROLL CALL**

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

Members Absent: None

Others Present: City Manager Steve Mueller; City Attorney Tyson Gobble;  
Project Manager Ed Kotyk; Admin. Assist. Sherlynn Morgan  
(see attendance sheet)

**IV. APPROVAL OF AGENDA ITEMS**

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

All voted Aye: Motion passed five to zero

**V. CONSENT AGENDA**

- A. Commission Workshop Meeting Minutes February 11, 2020
- B. Commission Meeting Minutes February 11, 2020
- C. Resolution 2020-1174 Authorizing Opening and Closing of Time Certificate of Deposit for City of Aztec
- D. ITB 2020-733 Llano Lift Station Upgrades
- E. NMALTS Project A19D2049 Funding Agreement

46                    MOVED by Commissioner Randall to Approve the Consent Agenda as  
47                    given SECONDED by Commissioner Lewis

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49                    All voted Aye: Motion passed five to zero

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51                    **VI. ITEMS REMOVED FROM CONSENT AGENDA**

52  
53                    NONE

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55                    **VII. PRESENTATIONS**

56  
57                    Mayor Snover introduced the Aztec High School Wrestling coach Monty  
58                    Maxwell. Monty explained that our girls were State Runners up and we had a  
59                    couple of state champs, he introduced the girls. He then introduced the boys as  
60                    the 2020 State Champions. He said that they have a tremendous coaching staff  
61                    and introduced them.

62  
63                    **Four Corners Economic Development (4CED)**

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65                    Arvin Trujillo with 4CED explained that they are a non-profit group that  
66                    promote economic viability in San Juan County and the 4 Corners Region as a  
67                    whole. He explained that the energy sector is transitioning and they are looking  
68                    at what is next. They need to look at what will bring investment and development  
69                    to the area. They are focused on data collection and how to coordinate  
70                    resources. They have been able to bring the 4 states and the tribes in together to  
71                    look at viable projects for the future. A survey identified the priorities in the area:  
72                    connectivity and IT infrastructure, four corners marketing, local foods local  
73                    people, work force development, regional transportation, and quality health care.  
74                    The goal is to connect the whole 4 corners area to I-25 corridor and getting  
75                    broadband throughout San Juan County.

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77                    **VIII. CITIZENS INPUT (3 Minutes Maximum)**

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79                    NONE

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81                    **IX. BUSINESS ITEMS**

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83                    NONE

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85                    **X. QUASI JUDICIAL HEARINGS (Land Use)**

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87                    Mayor Snover read the land use script and asked if any Commissioners had any  
88                    conflicts, personal bias or ex-parte communication to declare. There were none. He  
89                    swore in all parties and staff that wished to testify on either hearing.

90

91 Mayor Snover mentioned that this question was brought up at the candidate forum last  
92 week, and that might be considered ex-parte but this was not discussed as a group.

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94

95 A. Conditional Use Permit 19-02 to Allow a Church in a C-1 District

96  
97 Steven Saavedra mentioned that this item was tabled in January in order to get  
98 the (EDAB) Economic Development Advisory Board to review the application. They  
99 reviewed the application and gave a recommended motion. He explained that pursuant  
100 to our zoning code a church is not stated as a use by right that is allowed to go into a  
101 C1 district and when we don't have a specific use listed they have to come before  
102 Commission for the conditional use permit. He also explained that this is in the MRA  
103 district which was approved by Commission in 2018 that basically carves out this area  
104 to redevelop. EDAB discussed this and the Pastor attended the meeting and EDAB  
105 recommended approval with the conditions listed in the staff report and they added an  
106 additional condition that the church actively searches for an alternate location that is not  
107 in a commercial district during the duration of the lease contract.

108

109 Mayor Snover asked if they had met all necessary the requirements for  
110 occupancy such as inspections. Steven Saavedra mentioned that he does not know if  
111 they are compliant with the fire marshal.

112

113 Pastor Danny Bost mentioned that the Fire Marshal did the inspection last  
114 Thursday and he needs to replace the batteries in the exit signs. The occupancy load  
115 needs to be determined by Mr. Cardin who will get him the occupancy load. He  
116 mentioned that he will not have an effect on the zoning because there is a church sitting  
117 behind his building and a preschool to the north of him.

118

119 Commissioner Sipe asked him about the recommendation from EDAB that during  
120 his lease the actively search for an alternate location that is not commercial. Mr. Bost  
121 explained that his lease would terminate in September. The day after the EDAB meeting  
122 they drove the O1 zone and the only building within the City of Aztec for lease that is in  
123 the O1 district is the old bank building on Chaco and that in no way structured to  
124 manage a church, so he has already fulfilled the requirements on that part.

125

126 Mayor Snover closed the hearing to testimony and opened it for discussion  
127 amongst Commission. Commissioner Sipe mentioned that they should look at a couple  
128 of the conditions. She mentioned that at least the building is occupied and there are a  
129 lot of other business that are not open every day and that do not leave their lights on at  
130 night. Commissioner Randall didn't feel there should be any conditions. Mayor Snover  
131 felt that we could leave the light requirement out. Mayor Snover closed to discussion.

132

133 MOVED by Mayor Snover to Approve CUP 19-02, a request from Danny Bost,  
134 for a conditional use permit to allow church in the C-1 District at 222 N. Main Ave, with  
135 conditions 2-7 as listed on the staff summary SECONDED by Commissioner Sipe

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

**B. Conditional Use Permit 20-01 to Allow a Tanning Salon in a 0-1 District**

Community Development Director Steven Saavedra explained that the property owner is Southside Water Users Association and it is represented by Misty Denny. Misty would like to put a beauty and tanning salon. It used to house High Desert Credit Union. The O1 district is not a commercial district. According to code this is allowed in an O1 district but it must be reviewed by the Community Development Department and approved by the City Commission. Community Development feels that this would not be detrimental to the surrounding properties. Chris Cardin the Fire Marshal has reviewed the building and there were some lights that needed to be replaced and that has been taken care of. Community Development is recommending approval with conditions. Steven also pointed out that a CUP does not transfer over; anytime property switches over or businesses change hands the conditional use doesn't follow over.

Misty Denny explained that she lives in Farmington but she has decided to put her business in Aztec. She has been driving to Aztec for the last 10 years to get her hair and nails done. When she decided to do her tanning salon she spoke with Lynette Vic who is her nail tech. and she was able to get a stylist Bethany Krebbs to move in with her and now they want to make an all service salon and she feels that they can do really well here.

Mayor Snover closed to all testimony and opened for Commission discussion. Mayor Snover closed to discussion.

MOVED by Commissioner Sipe to Approve CUP 20-01, a request from Southside Water Users Association, represented by Misty Denny, for a conditional use permit to allow a beauty and tanning salon in an O-1 District, at 300 and 302 Ash St., Aztec, NM with conditions 1-4 SECONDED by Commissioner Lewis

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

**XI. COMMISSIONER, CITY MANAGER, DEPARTMENT REPORTS**

City Manager Steve Mueller thanked the Aztec Chamber for putting on the candidate forum. He mentioned that the last day for early voting will be Saturday the 29<sup>th</sup> and Election Day is Tuesday March 3<sup>rd</sup>. He mentioned that the census is coming up and we want to get a good count for funding purposes.

Commissioner Lewis mentioned that this is the 1<sup>st</sup> time the census will be online. He has San Juan Water Commission next Wednesday and we are still looking at long term drought. He enjoyed the candidate forum.

181 Commissioner Sipe mentioned that she attended NWNM Seniors yesterday and  
182 there is some transitional stuff coming. She sat on a panel to interview the new MPO  
183 officer and MPO planner. She has MPO in Kirtland on Thursday and reminded everyone  
184 to get out and vote. The Mayors Ball is coming up, and the NMML district meeting in on  
185 March 23<sup>rd</sup>, NWNM Seniors is having a fund raiser.

186  
187 Commissioner Randall mentioned that he attended the candidate forum.

188  
189 Mayor Pro-Tem Fry also attended the forum and found it interesting. She attended  
190 EDAB and is working on a Piano project.

191  
192 Mayor Snover mentioned that the Mayor's Ball is on March 7<sup>th</sup>, the candidate forum  
193 was great, has ECHO board meeting tomorrow. He mentioned the Aztec Motocross  
194 folks are great they gave him a schedule and he wants to attend a race this season, it  
195 could continue to grow and be a boom to the City.

196  
197 Public Works Director Steve Morse gave a report about the water leak in east  
198 Aztec. Delain was looking at the flow data and realized we had a leak. It took a week to  
199 locate the leak. They went out on Thursday to fix what they thought was going to be  
200 easy to fix but they ended up having to drain the water tank and everyone was without  
201 water. The crew worked until 1 am to get fixed and start filling the tank. They are  
202 working on a solution to having to drain the tank and the pumps are insufficient to pump  
203 water to the tank.

204  
205 Animal Shelter Director Tina Roper mentioned that we received the AKC reunite  
206 emergency disaster preparedness trailer yesterday and it is very nice. She will bring it  
207 over at the next Commission meeting and have it out in the parking lot so Commission  
208 can see it.

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211 **XII. ADJOURNMENT**

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213 Mayor Snover moved to adjourn the meeting at 7:40 pm **SECONDED** by  
214 Commissioner Sipe

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Mayor, Victor Snover

ATTEST:

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Karla Saylor, City Clerk

MINUTES PREPARED BY:

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Sherlynn Morgan, Administrative Assistant

DRAFT

# Staff Summary Report

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**MEETING DATE:** March 10, 2020  
**AGENDA ITEM:** VI. CONSENT AGENDA (B)  
**AGENDA TITLE:** Law Enforcement Protection Fund Grant

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**ACTION REQUESTED BY:** Chief Heal  
**ACTION REQUESTED:** To have Mayor sign Law Enforcement Protection Fund Grant

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**SUMMARY BY:** Chief Heal

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## PROJECT DESCRIPTION / FACTS

- New Mexico Law Enforcement receives grants from the State depending on size of the Community and the number of certified officers employed by the City. The City of Aztec is eligible for \$28,400 this is a grant we have been receiving for years.

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- There is no cost to the City to receive these funds.

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**SUPPORT DOCUMENTS:** Law Enforcement Protection Fund Grant Application

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**DEPARTMENT'S RECOMMENDED MOTION:** Approve the Mayor's Signature on the Law Enforcement Protection Fund Grant Application.

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APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS  
 FOR CLASS 1 MUNICIPALITIES AND COUNTIES  
 PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978  
 FOR THE JULY 1, 2020 - JUNE 30, 2021 FISCAL YEAR

I. Municipality or County: City of Aztec San Juan  
 II. Computation of Proposed Distribution: County

A. Class 1 (Population per 2010 Census = 0 to 20,000) \$20,000

B. Total Number of Full-Time Certified Police Officers  
 or Sheriff Deputies 14 (\*) multiplied by \$600(\*\*): 8400  
14 X \$600 =

(\*) Each officer or Deputy listed on Supplemental Schedule (page 2) must be certified by the New Mexico Police Academy pursuant to Section 29-7-8 NMSA or authorized as a New Mexico Peace Officer pursuant to Section 29-1-11 NMSA. Certification status of officers for whom the award is requested must be current on the March 31, 2020 DPS Registry or officers must be enrolled in the New Mexico Police Academy with an anticipated graduation date prior to or on July 1, 2020.

C. Total Requested Distribution\*\* (A + B) \_\_\_\_\_

III. Amounts distributed from the Law Enforcement Protection Fund must be expended only for the purposes allowed by Section 29-13-7 NMSA 1978. Itemize the proposed use of these funds below:

A. Repair and purchase of law enforcement apparatus and equipment (itemized schedule, page 3, must be completed) <sup>1</sup> which meet minimum nationally recognized standards. (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3	\$ 20,000
B. Expenses associated with advanced law enforcement planning and training.	8400
C. Complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs.	
D. No more than fifty percent (50%) of the replacement salaries of law enforcement personnel participating in basic law enforcement training.	
E. New Mexico Finance Authority Loan Intercept Agreement.	
F. TOTAL REQUESTED EXPENDITURES**	\$ 28,400

\*\*Total Requested Expenditures (Section III) must equal Total Requested Distribution (Section II).

IV. CERTIFICATION: Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

\_\_\_\_\_  
 Mayor/Chairman

\_\_\_\_\_  
 Police Chief or Sheriff

\_\_\_\_\_  
 Date

<sup>1</sup>Pertains only to municipalities with a population of 1500 or less and universities.

(\*\*) Per officer rate is based on current law as of 2/19/2020.

# Staff Summary Report

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**MEETING DATE:** March 10, 2020  
**AGENDA ITEM:** VI. CONSENT AGENDA (C)  
**AGENDA TITLE:** Solid Waste Collection Services Agreement RFP 2019-672  
Amendment One

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**ACTION REQUESTED BY:** Staff  
**ACTION REQUESTED:** Approve Solid Waste Collection Services Agreement RFP  
2019-672 Amendment One  
**SUMMARY BY:** Staff

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## PROJECT DESCRIPTION / FACTS

During the February 11, 2020, the Commission approved changes to the Solid Waste Collection Services agreement between the City of Aztec and Waste Management of New Mexico dated March 1, 2019. As per the original agreement, changes in to the agreement must be made in writing.

Amendment One amends the original agreement to include:

- Special collections programs – specifically the debris roll off located at the General Services facility will continue in service for internal city departments.
- Special collections programs – elimination of single stream recycling container for public's use.
- Special collections programs – addition of At Your Door Special Collection Service for residential customers including exhibit C defining and detailing the new service.

The amendment has been reviewed and approved by City Attorney Gobble.

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**SUPPORT DOCUMENTS:** Amendment One to Solid Waste Collection Services  
Agreement

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve Amendment One to Solid  
Waste Collection Services Agreement RFP 2019-672.

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**Amendment One to the Solid Waste Collection Services Agreement  
Between the City of Aztec, New Mexico and  
Waste Management of New Mexico, Inc.**

This amendment, effective March 1, 2020, is hereby made and entered into by the City of Aztec, New Mexico, a municipal corporation of San Juan County (hereinafter referred to as the "City") and Waste Management of New Mexico, Inc. (hereinafter referred to as "Contractor").

**Whereas** the City and Contractor entered into a Solid Waste Collection Services Agreement effective as of March 1, 2019, with a term expiring February 28, 2023; and

**Whereas** the City Commission voted to make certain changes, enumerated below, to the original Agreement at their February 11, 2020 Commission meeting, and

**Now, therefore, it is hereby mutually agreed** by and between the City and Contractor that this Agreement shall be amended to include the following modifications of terms and conditions:

**Section 27. Special Collection Programs, A. Services to the City, subsection (2)** is amended to read: Monthly roll-off (30 yd container) currently located at the City's general services facility, 307 S Ash, Aztec NM, for the City's internal use for the disposal of debris. The City can request service for this container up to 24 times per year for free, with the City paying disposal costs;

**Section 27. Special Collection Programs, A. Services to the City, subsection (3)** is deleted in its entirety;

**Section 27. Special Collection Programs, C. Electronic Waste Program** will be replaced in its entirety with the following language:

**Section 27. Special Collection Programs, C. At Your Door Special Collection Service.** Residential Customers, in good payment standing, may contact the Contractor's At Your Door Special Collection service to request a collection of household hazardous waste and eligible electronics; provided, however, such collections will be scheduled one day per month. Company will notify Residential Customers as to the type and amount of materials accepted and other applicable terms of service. Acceptable and unacceptable material lists as well as service details have been included in Exhibit C. The following is a brief description of the service, which is subject to change by mutual agreement of City and Contractor:

1. Customer will contact Contractor's At Your Door Special Collection customer service number and schedule a home collection appointment. The customer will be provided a specific date for their collection.
2. At Your Door Special Collection will send a collection kit to the Customer. Participants that only have electronics will not be sent a collection kit, as it is not required.
3. On the scheduled date of collection, Customer will have the kit filled and placed for collection by Contractor. The Customer will place the kit with the eligible items near their front door or garage area, but not at the curb, street or alley.
4. Contractor will collect the kit with the eligible items and deliver it to the appropriate facility.

In witness whereof, the parties have executed this Amendment as of the date first written above.

CITY OF AZTEC

BY: \_\_\_\_\_  
Victor Snover, Mayor

ATTEST:

By: \_\_\_\_\_  
Karla Sayler, City Clerk

Approved to Form:

\_\_\_\_\_  
Tyson Gobble, City Attorney

WASTE MANAGEMENT OF NEW MEXICO, INC.

BY: \_\_\_\_\_  
Dan Darnell, NM Public Sector Manager

EXHIBIT A  
**CITY OF AZTEC**  
**Monthly Rates for Garbage Collection Service**  
**REFUSE COLLECTION , DISPOSAL TO EPA-APPROVED LANDFILL**  
**EFFECTIVE MARCH 1 2020**

<b>1. Inside City Residential Service</b>		Includes single family and multi-unit residential					
<b>Residential Trash Service</b>							
Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$ 14.70	N/A	N/A	N/A	N/A	N/A	\$ 27.05
Extra Cart	\$ 5.62	N/A	N/A	N/A	N/A	N/A	N/A
<b>Residential Recycling Service</b>							
Container Size	Weekly Collection Frequency						Extra Pickup
	Every Two Weeks	Once a Month	3	4	5	6	
96 Gallon Cart	\$ 7.74	\$ 6.93	N/A	N/A	N/A	N/A	\$ 14.33
Extra Cart	\$ 7.74	\$ 6.93	N/A	N/A	N/A	N/A	N/A
<p>The above residential recycling rates assume the following:</p> <ul style="list-style-type: none"> <li>• <u>Friedman tip fee of \$60.00 per ton</u></li> <li>• <u>City-wide contamination of 10% or less</u></li> <li>• <u>Mandatory recycling for all residents</u></li> <li>• <u>Contractor remedies to address customer contamination</u></li> </ul>							
<b>At Your Door Special Collection Service</b>							
AYD	\$ -	Monthly charge					
<b>Additional Services</b>							
Additional Bulky Item Pick up	\$ 31.23	Per Service Charged directly to customer					
Replacement of Lost, Stolen or Missing Cart	\$ 77.85	Per Container Charged directly to customer					

<b>2. Extra Territorial Residential Services</b>		Includes single family and multi-unit residential					
<b>Residential Trash Service</b>							
Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$ 14.70	N/A	N/A	N/A	N/A	N/A	\$ 27.05
Extra Cart	\$ 5.62	N/A	N/A	N/A	N/A	N/A	N/A
<b>At Your Door Special Collection Service</b>							
AYD	\$ -	Monthly charge					
<b>Additional Services</b>							
Additional Bulky Item Pick up	\$ 31.23	Per Service Charged directly to customer					
Replacement of Lost, Stolen or Missing Cart	\$ 77.85	Per Container Charged directly to customer					

EXHIBIT A  
**CITY OF AZTEC**  
**Monthly Rates for Garbage Collection Service**  
**REFUSE COLLECTION , DISPOSAL TO EPA-APPROVED LANDFILL**  
**EFFECTIVE MARCH 1 2020**

**2. Commercial Trash Service:**

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$ 19.61	\$ 39.23	N/A	N/A	N/A	N/A	\$ 36.16
Extra Cart	\$ 19.61	\$ 39.23	N/A	N/A	N/A	N/A	\$ 36.16
1.5 CY Dumpster	\$ 31.53	\$ 63.04	\$ 94.57	\$ 126.08	\$ 157.61	\$ 189.12	\$ 58.13
2 CY Dumpster	\$ 37.19	\$ 74.38	\$ 111.57	\$ 148.76	\$ 185.71	\$ 223.14	\$ 68.55
3 CY Dumpster	\$ 55.79	\$ 111.58	\$ 167.37	\$ 223.16	\$ 278.95	\$ 334.74	\$ 102.82
4 CY Dumpster	\$ 74.38	\$ 148.76	\$ 223.14	\$ 297.52	\$ 371.91	\$ 446.28	\$ 137.09
6 CY Dumpster	\$ 111.57	\$ 223.14	\$ 334.71	\$ 446.28	\$ 557.85	\$ 669.42	\$ 205.64
8 CY Dumpster	\$ 148.76	\$ 297.52	\$ 446.28	\$ 595.04	\$ 743.80	\$ 892.56	\$ 274.19

**Overage	\$ 68.37	per incident
**Gate Fees	\$ 36.33	per month per gate
**Lock bar	\$ 13.15	Per month

\*\*Contractor will bill customer directly for these fees

**3. City Facilities Trash Service**

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	N/C	N/C	N/A	N/A	N/A	N/A	N/C
Extra Cart	N/C	N/C	N/A	N/A	N/A	N/A	N/C
1.5 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
2 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
3 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
4 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
6 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
8 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C

**Above Free Contractual Allocation: City Solid Waste Roll Services:**

Container Size	Delivery Fee	Haul & Disposal
* 30 YD Roll off	\$ 119.37	\$ 150.51 plus disposal
*40 YD Roll off	\$ 119.37	\$ 150.51 plus disposal

\* Contractual allocation - up to 24 free hauls during contract year. City will pay disposal on these hauls.

**TREATED SLUDGE REMOVAL**

Container Size	Delivery Fee	Empty & Return
20 YD Roll off	\$0.00	233.55 plus disposal

\*\*Items which are directly billed to the customer

EXHIBIT A  
**CITY OF AZTEC**  
**Monthly Rates for Garbage Collection Service**  
**REFUSE COLLECTION , DISPOSAL TO EPA-APPROVED LANDFILL**  
**EFFECTIVE April 1 2020**

**1. Inside City Residential Service** Includes single family and multi-unit residential

**Residential Trash Service**

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$ 14.70	N/A	N/A	N/A	N/A	N/A	\$ 27.05
Extra Cart	\$ 5.62	N/A	N/A	N/A	N/A	N/A	N/A

**Residential Recycling Service**

Container Size	Weekly Collection Frequency						Extra Pickup
	Every Two Weeks	Once a Month	3	4	5	6	
96 Gallon Cart	\$ 7.74	\$ 6.93	N/A	N/A	N/A	N/A	\$ 14.33
Extra Cart	\$ 7.74	\$ 6.93	N/A	N/A	N/A	N/A	N/A

The above residential recycling rates assume the following:

- Friedman tip fee of \$60.00 per ton
- City-wide contamination of 10% or less
- Mandatory recycling for all residents
- Contractor remedies to address customer contamination

**At Your Door Special Collection Service**

AYD	\$ 0.60	Monthly charge
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**Additional Services**

Additional Bulky Item Pick up	\$ 31.23	Per Service Charged directly to customer
Replacement of Lost, Stolen or Missing Cart	\$ 77.85	Per Container Charged directly to customer

**2. Extra Territorial Residential Services** Includes single family and multi-unit residential

**Residential Trash Service**

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$ 14.70	N/A	N/A	N/A	N/A	N/A	\$ 27.05
Extra Cart	\$ 5.62	N/A	N/A	N/A	N/A	N/A	N/A

**At Your Door Special Collection Service**

AYD	\$ 0.60	Monthly charge
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**Additional Services**

Additional Bulky Item Pick up	\$ 31.23	Per Service Charged directly to customer
Replacement of Lost, Stolen or Missing Cart	\$ 77.85	Per Container Charged directly to customer

EXHIBIT A  
**CITY OF AZTEC**  
**Monthly Rates for Garbage Collection Service**  
**REFUSE COLLECTION , DISPOSAL TO EPA-APPROVED LANDFILL**  
**EFFECTIVE April 1 2020**

**2. Commercial Trash Service:**

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	\$ 19.61	\$ 39.23	N/A	N/A	N/A	N/A	\$ 36.16
Extra Cart	\$ 19.61	\$ 39.23	N/A	N/A	N/A	N/A	\$ 36.16
1.5 CY Dumpster	\$ 31.53	\$ 63.04	\$ 94.57	\$ 126.08	\$ 157.61	\$ 189.12	\$ 58.13
2 CY Dumpster	\$ 37.19	\$ 74.38	\$ 111.57	\$ 148.76	\$ 185.71	\$ 223.14	\$ 68.55
3 CY Dumpster	\$ 55.79	\$ 111.58	\$ 167.37	\$ 223.16	\$ 278.95	\$ 334.74	\$ 102.82
4 CY Dumpster	\$ 74.38	\$ 148.76	\$ 223.14	\$ 297.52	\$ 371.91	\$ 446.28	\$ 137.09
6 CY Dumpster	\$ 111.57	\$ 223.14	\$ 334.71	\$ 446.28	\$ 557.85	\$ 669.42	\$ 205.64
8 CY Dumpster	\$ 148.76	\$ 297.52	\$ 446.28	\$ 595.04	\$ 743.80	\$ 892.56	\$ 274.19

**Overage	\$ 68.37	per incident
**Gate Fees	\$ 36.33	per month per gate
**Lock bar	\$ 13.15	Per month

\*\*Contractor will bill customer directly for these fees

**3. City Facilities Trash Service**

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
96 Gallon Cart	N/C	N/C	N/A	N/A	N/A	N/A	N/C
Extra Cart	N/C	N/C	N/A	N/A	N/A	N/A	N/C
1.5 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
2 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
3 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
4 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
6 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C
8 CY Dumpster	N/C	N/C	N/C	N/C	N/C	N/C	N/C

**Above Free Contractual Allocation: City Solid Waste Roll Services:**

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**TREATED SLUDGE REMOVAL**

Container Size	Delivery Fee	Empty & Return
20 YD Roll off	\$0.00	233.55 plus disposal

\*\*Items which are directly billed to the customer

## EXHIBIT C

### AT YOUR DOOR SPECIAL COLLECTION SERVICE

#### Scope of Work

#### Services

The following describes the work to be performed by WM related to the collection, management and recycling and/or disposal of home-generated household hazardous waste materials and eligible electronics collected from the Residential Premises in the City (also referred to a "Participants" in this Exhibit C).

The program begins effective April 1, 2020. Participants will be informed about how to participate within 30 days. The following are the elements of WM's At Your Door Special Collection<sup>SM</sup> service and how it works.

#### 1. Resident Initiates Collection

For residents to schedule a home collection of their unwanted home generated special materials, they must schedule a home collection appointment. There are two options for residents to contact WM's At Your Door Special Collection service: The Participants may call our toll-free hotline or go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com). An Operations Service Center Specialist from our U.S. based operations center answers the call or online request. Basic information is requested which includes: Participant's name, address, phone number, how they learned of the program and a general indication of the types and quantities of home generated special materials to be collected. The call system is available after hours and on holidays.

#### 2. Collection Is Scheduled

The Participant is provided with a date when they must place their material at their entrance door or in front of their garage or other acceptable location outside the home and in clear view from the street.

#### 3. Packaging

A collection kit will be sent to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date. Participants collect their items and place them inside the kit bag per the instruction sheet. Participants that only have electronics will not be sent a collection kit, as it is not required

#### 4. Collection

On the established pickup date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. WM employees will not enter the premises to gather or remove any material. WM is not responsible for any materials placed out for collection until the items are accepted by WM.

Materials are to be placed near the front door area or garage area, at ground level, but never on public property, at the curb, street or alleyway.

In the event the any items are ineligible, such as unlabeled containers, leaking containers, commercial materials, or items listed on the unacceptable list, a door hanger will be left with instructions. Participants are not required to be present during the collection.

## **5. Transport**

Acceptable materials are transported to a transfer facility and then on for recycling and processing. Once the items are collected, Service Technicians work to responsibly manage and recycle as much as possible. Emphasis is placed on recycling, then treatment, incineration, and secure landfills.

### **Eligible Materials**

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is usually collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag. All containers must be labeled, and they cannot leak. If a container leaks, Participants are instructed to transfer it to a non-leaking container and label it. Participants are provided labels for this use. Additional instructions may apply based on applicable regulations. Leaking containers or containers that are not identified will not be collected. Additional instructions may apply, based on applicable regulations. The list below includes the most common items but is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list by mutual agreement with City or when required by law.

Materials that can be placed outside the kit bag are listed below for a typical collection. Unless the Operations Service Center has arranged with the Participant before the home collection for more than one bag of materials, the collection will typically restrict the amount of materials to the following:

Up to 1 television, 4 vehicle batteries and 5 straight fluorescent tubes and/or compact fluorescent lamps (CFL)

One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse and desktop printer and applicable cords.

Up to 25 pounds of electronics with circuit boards such as, a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

**Garden Chemicals** - Insect sprays / Insecticides; Weed killers; Rat poisons; Fertilizer; Herbicides; Pesticides; Other poisons

**Mercury Containing Devices** - Thermostats; Thermometers; Switches

**Household Cleaners** – Ammonia; Floor stripper; Drain cleaner; Floor Cleaner; Tile/shower cleaner; Carpet/upholstery cleaner; Rust remover; Toilet bowl cleaner

**Paint Products** - Oil based paint; Latex paint; Stripper and thinner; Caulking; Wood preservatives/stains; Sealers; Spray paint; Artist paint

**Automotive Material** - Motor oil; Antifreeze; Waxes/polishes; Cleaners; Brake fluids; Used oil filters; Transmission Fluid; Windshield washer fluid; Hydraulic fluid; Vehicle batteries; Gasoline and diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gallons max.)

**Miscellaneous Household** - Household batteries; Fluorescent tubes / Compact fluorescent bulbs; High intensity lamps; Hobby glue; Driveway sealer (Max. 5 gallons)

**Swimming Pool Chemicals** - Pool Acid; Chlorine: tablets, liquid; Stabilizers

**Flammable and Combustible Materials** – Kerosene; Solvents

**Electronics with Circuit Boards** – Televisions; Computer monitors; CPU/computer tower; Laptop computer; Tablet computer; Keyboard; Mouse; Fax machine; Desktop printer/scanner; CD ROM; DVD/CD/tape player; VCR; Cell phone; MP3 player, iPod, music player; Microwave oven; Related cords; Gaming console

**Ineligible Materials** - This list below is not all-inclusive and will vary depending on state and local regulations. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. We reserve the right to modify the list upon mutual consent with the City. Business items located at homes are still business waste and are excluded.

Biological Waste; Ammunition and Explosives; Appliances; Asbestos; Commercial chemicals; Construction related materials; Containers over 5 gallons; Fire extinguishers; Food waste and cooking oil; Gas cylinders/pressurized cylinders; Liquid mercury/Elemental mercury and broken items that contain mercury; Materials improperly packaged for transportation; Materials in leaking containers; Medicines/pharmaceuticals; Radioactive materials, including smoke detectors; Tires; Trash, white goods, including bulky items (example: washers/dryers/refrigerators); Unknown or unlabeled materials; Sharps, needles and lancets; e-Cigarettes

The At Your Door Special Collection program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard, or out of the scope of the program, which is designed for the collection of home generated special materials.

### **Participant Surveys**

Depending upon community and online resources, feedback could be conducted through an online survey feature or through a survey card. The survey includes several questions and is considered a "report card".

### **Reports**

Standard reports are available upon request.

### **Natural Disaster**

In the event of a natural disaster affecting the community e.g. a hurricane, flood or tornado, Waste Management's At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods.

### **Regulatory Changes**

**Change in Law.** In the event of a change in law related to the services provided under this Agreement, which includes the imposition of new or increased government fees or assessments, Contractor shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Contractor to the City Manager, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the Farmington governing body. The Commission's action on Contractor's request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

### **Pricing**

The per home cost of the program has been identified in the rate sheet in Exhibit A of this contract.

The price provided is based upon the number of homes at the start of the program. Should the number of homes increase or decrease through extended service, expansion of the community, etc., The City or Contractor may contact the other party to negotiate price changes.

At Your Door Special Collection<sup>SM</sup> is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. © WM Curbside, LLC All rights reserved. At Your Door<sup>SM</sup> and At Your Door Special Collection<sup>SM</sup> are marks of WM Intellectual Property Holdings, LLC.

# Staff Summary Report

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<b>MEETING DATE:</b>	March 10, 2020
<b>AGENDA ITEM:</b>	VI. CONSENT AGENDA (D)
<b>AGENDA TITLE:</b>	FY20 Youth Conservation Corps Service Agreement

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<b>ACTION REQUESTED BY:</b>	City Staff
<b>ACTION REQUESTED:</b>	Approval of 2020 Youth Conservation Corps Service Agreement
<b>SUMMARY BY:</b>	Kris Farmer

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## PROJECT DESCRIPTION / FACTS

- Commission approved the submittal of FY20 application/proposal on July 23, 2019.
- City of Aztec received award letter for funding on December 11, 2019.
- New Mexico Youth Conservation Corps Commission (NMYCCC) has awarded the City the sum of \$59,509.68. This funding is to be used to employ approximately 12-18 youth between the ages of 14 and 25 fulfilling the mission of NMYCCC.
- Minium Park Improvements was identified as the FY20 project for NMYCCC. Improvements will include concrete bulb out on southwest side of splash park and install 40 lineal feet skupper drain, install 10' wide sidewalk around perimeter of splash park and install 10 – 2' x 1.5" pipe at 12' intervals in perimeter of sidewalk for portable shade umbrellas, tie into current irrigation system and install drip irrigation for 4 new trees along west side of splash park, and construct and install 20' x 60' concrete pad on northeast corner of playground.
- It is anticipated the hiring process will begin mid-April and youth will begin full time work on May 26, 2020 and continue through August 6, 2020.
- Follow NMYCCC guidelines as set out in agreement.
- After service agreement has been submitted to and approved by NMYCCC then letter to proceed will be issued.

## PROCUREMENT

- Materials and supplies that are needed for site prep before the projects starts will be purchased by mid May.

## FISCAL IMPACTS

- The City has committed to an in-kind sponsor contribution of \$25,560.25. This will be allocated between FY20 and FY21 budgets. This contribution is a combination of budgeted cash expenditures specific to youth employment projects and in-kind services. In-kind services are provided through existing budgeted personnel, facility and equipment utilization.

- Sufficient funds exist in the FY20 budget to cover NMYCCC Grant Coordinator, youth employment, supplies and project materials for NMYCCC and City portions.
- The FY21 preliminary budget will include budget request to provide sufficient funds to meet the City obligation for July and August 2020, which is approximately \$26,279 (NMYCC Youth wage costs) and \$9,838 (City personnel and material costs).

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**SUPPORT DOCUMENTS:** State of New Mexico Service Agreement YCC 20-522-0150-0113

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve FY20 Service Agreement between the City of Aztec and the State of New Mexico Youth Conservation Corps Commission.

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**CONTRACT NO. 90-522-19-00508AG**  
**STATE OF NEW MEXICO**  
**SERVICES AGREEMENT**

THIS AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico (State), Youth Conservation Corps Commission (YCCC), and **City of Aztec** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

A. Plan, design, establish, and manage a Youth Conservation Corps Project (the Project) including recruiting, guiding and coordinating the work of Corps members and providing them with job and life skills training and educational opportunities in accordance with the NMYCC Act and the Sponsor Proposal, see Attachment 1 attached hereto and incorporated by reference. The Project shall be considered a summer Project and take place between the months of May and September. The Project shall begin when the first Corps member begins work and shall end when the last Corps member is released from employment or six months from the date the first Corps member was hired, whichever date is earlier.

B. YCCC may allow minor changes in the project, budget or in-kind sponsor contribution (including, but not limited to, transfer of funds from one-line item to another, replacing a work project from the scope of work with an alternative project, changing a work site due to unforeseen circumstances, change in sponsor contribution amounts, or changes in materials provided) without requiring an Amendment to this Agreement, provided that Contractor requests such changes in writing and the YCCC or its Executive Director approve the request in writing. Decreases in the portion of the project's budget designated as wages for YCCC members shall not be allowed without a written Amendment to this Agreement.

C. Contractor shall make requests for reimbursement on the Youth Conservation Corps Invoice to Request Reimbursement (see Attachment 2 attached hereto and incorporated by reference), and must submit a written Project Status Report with each reimbursement request. Contractor shall use the YCCC web-based reporting system (available at <https://wwwapps.emnrd.state.nm.us/YCC/YCCPTS/Sponsor/Login.aspx> (see Attachment 6) throughout this Agreement's duration.

D. Contractor must contribute the amounts specified in Attachment 1 (the accepted project proposal), unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall document Contractor's contribution on the In-Kind Sponsor Match Form/Forms, see Attachment 3 and Attachment 5, In-Kind Reporting Tables attached hereto and incorporated by reference, outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and prior to the submittal of the Final Request for Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

E. Contractor shall not begin the Project until Contractor provides YCCC proof that workers' compensation and general liability insurance policies are in place for the duration of the project, and the Contractor's Proposal has been completely and accurately entered into the YCCC Web Based Proposal and the YCC Executive Director issues a letter to proceed.

F. Contractor shall hire Corps members who shall be considered employees of Contractor for the duration of the Project, and monitor all Corps members and Project activities to ensure compliance with the Project specifications described in Section 1, Scope of Work, Subparagraph A. Contractor shall provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

G. Contractor shall submit a request for reimbursement, at a minimum, every 30 days starting from the first day a Corps member begins work. Contractor shall prepare and submit requests for final reimbursement within 45 days after completion of the Project. NOTE: THE YCC PROJECT ENDS WHEN THE LAST CORPS MEMBER IS RELEASED FROM EMPLOYMENT. Contractor must: 1) submit final Project reports and final budget reports with the final request for reimbursement; 2) prepare and submit in a timely manner any other information related to the Project as requested by YCCC or its Executive Director; and 3) prepare and submit Corps member work performance evaluations and Corps member survey forms at the end of a Corps member's service via the web-based reporting system

## 2. Compensation

A. YCCC shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed **fifty-nine-thousand, five-hundred and nine dollars and sixty-eight cents (\$59,509.68)**, including New Mexico gross receipts taxes, and travel, pursuant to Paragraphs B and C of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee of funding payable to Contractor under this Agreement. In no event shall Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. YCCC MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Payment is subject to availability of funds pursuant to Section 4, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to the Scope of Work and to approval by the Department of Finance and Administration (DFA).

B. YCCC shall pay such travel expenses as may be incurred in, and that are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 *et seq.*, as implemented by the current DFA rule. Contractor must use the Vehicle Usage Form, (see Attachment 4 attached hereto and incorporated by reference), to request reimbursement of travel expenses, if applicable.

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes, if any, levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by an approved purchase order or equivalent document, and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets as well as a copy of the paystubs or cancelled paycheck. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from Contractor that payment is requested, and (ii) all supporting documentation, YCCC shall provide Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE YCCC and shall terminate on **December 31, 2020**.

4. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by YCCC to the Contractor. YCCC'S decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. Default

The YCCC reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the YCCC, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and

without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

6. Termination

For Cause - Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

8. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9. Assignment

A. Neither this Agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 9B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

10. Non-Collusion

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.

11. Inspection of Project and Place of Business

The YCCC or YCC staff may inspect the Contractor's project and place of business, or any subcontractor's project or place of business, which are related to the performance of this Agreement during Contractor's regular business hours and upon prior written notice.

12. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of six years from the date of final payment under this Agreement. The records shall be subject to inspection by YCCC, the Department of Finance and Administration and the State Auditor. YCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of YCC to recover excessive or illegal payments.

13. Release

Final payment of the amounts due under this Agreement shall operate as a release of the YCCC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by YCCC.

15. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

16. Approval of Contractor Representatives

YCCC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the agency, serving the needs of YCCC adequately.

17. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

19. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Liability

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six-month period during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer

that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the state exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

22. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of this Agreement's terms.

23. Arbitration

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq.

24. Incorporation by Reference and Precedence

A. This Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, 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 Agreement in reverse chronological order; (2) the Agreement, including the scope of work; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; and (4) the contractor's response to the request for proposals.

25. Insurance Coverage

Contractor shall provide YCCC a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-inured reserves or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement.

Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, YCCC may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

26. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices

Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its address or facsimile number set forth below, or such other address or facsimile number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by facsimile, or by other telecommunication device capable of creating a written record of such notice and its receipt.

Youth Conservation Corps  
Executive Director Sarah Wood  
[Sarah.Wood@state.nm.us](mailto:Sarah.Wood@state.nm.us)

811 St. Michaels, Ste. 206  
Santa Fe, NM 87505  
(505) 988-9599 (landline) / (505) 470-3710 (mobile)  
(505) 988-7313 (fax)

**Contractor:**

City of Aztec  
Steve Mueller  
201 West Chaco  
Aztec, NM 87410  
smueller@aztecnm.gov

**Risk Management Division**  
General Services Department  
P.O. Drawer 26100  
Santa Fe, NM 87502-0110

Either party may change its representative or address above by written notice to the other in accordance with the terms of this paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

**30. Acknowledgement.**

Contractor shall acknowledge YCCC as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

**STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair or Designee

Approved as to legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
YCCC Counsel

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name and Title

# Staff Summary Report

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**MEETING DATE:** March 10, 2020  
**AGENDA ITEM:** X. Business Item (A)  
**AGENDA TITLE:** Final Adoption of Ordinance 2020-500 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates

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**ACTION REQUESTED BY:** Staff  
**ACTION REQUESTED:** Approve Final Adoption of Ordinance 2020-500 Amending Chapter 16, Division 3, Section 16-211 Solid Waste Rates  
**SUMMARY BY:** Staff

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## **PROJECT DESCRIPTION / FACTS**

- RFP 2019-672 Municipal Solid Waste Services was awarded to Waste Management of New Mexico (WMNM) during the regular commission meeting of January 22, 2019.
- The contract provides WMNM may request annual rate adjustments based on the Consumer Price Index for all Urban Customers: Garbage and Trash Collection Services for the 12 month periods ending November 30 (CPI). WMNM may also request rate adjustments for circumstances impacting the cost of their operations of which they have no reasonable control. The contract requires a rate change request be submitted to the City a minimum of 60 days prior to effective date.
- WMNM submitted a request for rate adjustments provided to the city which is a combination of the CPI and San Juan County landfill disposal costs on December 17, 2019 with an effective date of March 1, 2020. This is an increase in the costs which would be billed to the City; any rate change to utility customers is at the discretion of the City Commission.
- During the February 11, 2020, the City Commission approved the intent to adopt Ordinance 2020-500 including the following changes to existing solid waste rates:
  - Waste Management increase including 3.8% CPI and additional costs incurred as result of increases in fees at San Juan County landfill.
  - Closure of City convenience center effective February 29, 2020 and elimination of convenience center fee to all customers.
  - Rate adjustment to include city costs to administer solid waste utility.
  - Addition of the At Your Door Special Collection Service for residential customers and the elimination of the two times per year E-Waste recycling event.
- For residential customers, one trash cart, scheduled pickup one time per week & one recycle cart, scheduled pickup one time per month: net change to rates is a reduction of .25/month (twenty-five cents).

To date, several customer comments have been received by the City solid waste services which include: closing of convenience center, mandatory fee to residential customers for recycling, increase scheduled pickup for recycling containers.

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**SUPPORT DOCUMENTS:** Ordinance 2020-500

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Final Adoption of Ordinance 2020-500 Amending Chapter 16, Division 3, Section 16-211 Solid Waste and Recycling Rates.

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**City of Aztec  
Ordinance 2020-500  
Amending Chapter 16, Section 16-211 Solid Waste and Recycle Rates**

**WHEREAS,** RFP 2019-672, Municipal Solid Waste Services, was approved by City Commission and was awarded to Waste Management of New Mexico in January 2019;

**WHEREAS,** pursuant to Section 42 of the agreement between Waste Management of New Mexico and City of Aztec, a request for rate adjustments has been submitted timely; and

**WHEREAS,** this amendment will continue solid waste services to residential customers to include curb side recycling once a month, free county landfill access six times per year, and add at your door hazardous waste service.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the City of Aztec, New Mexico that Ordinance 2020-500 Amending Chapter 16, Section 16-211 Solid Waste and Recycle Rates be adopted as attached.

**PASSED, APPROVED, SIGNED AND ADOPTED THIS** 10<sup>th</sup> day of March 2020.  
By the Aztec City Commission, City of Aztec, New Mexico

\_\_\_\_\_  
Mayor Victor C. Snover

ATTEST:

\_\_\_\_\_  
Karla Saylor, City Clerk CMC

APPROVE AS TO FORM:

\_\_\_\_\_  
City Attorney

Advertised Date of Final Adoption: \_\_\_\_\_

Effective Date of Ordinance: \_\_\_\_\_

## DIVISION 4. SOLID WASTE AND RECYCLE FEES

### Sec. 16-211. Solid Waste Rates.

#### 1. Residential Trash Service.

*Rates include Service provider cost including Community Wide Clean Up 2 x year; Bulky Item Pickup 2 x year, Green waste pickup 2 x year, Access to San Juan County Landfill 6 x year, At Your Door Hazard Waste Disposal AND Utility administrative fee.*

(1) All single family residents, duplexes, and apartments. Each unit – Cart (1 x Week)	\$14.00	\$ 15.67
(2) Extra Cart (1 x Week)	\$5.25	\$ 5.76
(3) Extra Pickup	\$25.90	\$ 27.71
(4) Additional Bulky Item Pickup (per service)	\$30.00	\$ 31.23
(5) Replacement of Lost, Stolen or Missing Cart (per container)	\$75.00	\$ 77.85

(Ord. 2018-476, eff. 2018-Jul-18)

#### 2. Multi-Unit Residential Trash Service.

*Rates include Service provider cost including Community Wide Clean Up 2 x year; Bulky Item Pickup 2 x year, Green waste pickup 2 x year, Access to San Juan County Landfill 6 x year, At Your Door Hazard Waste Disposal AND Utility administrative fee.*

(1) All single family residents, duplexes, and apartments. Each unit – Cart (1 x Week)	\$14.00	\$ 15.67
(2) Extra Cart	\$5.25	\$5.76
(3) Extra Pickup	\$25.90	\$ 27.71
(4) Additional Bulky Item Pickup (per service)	\$30.00	\$ 31.23
(5) Replacement of Lost, Stolen or Missing cart (per container)	\$75.00	\$ 77.85

(Ord. 2018-476, eff. 2018-Jul-18)

#### 3. Commercial Trash Service.

*Rates include Service provider cost and utility administration fee*

Size	Frequency						Extra Pickup
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	
1 Cart	\$18.75	\$37.50	N/A	N/A	N/A	N/A	\$34.69
	\$20.09	\$40.19					\$37.04
Extra Cart	\$18.75	\$37.50	N/A	N/A	N/A	N/A	\$34.69
	\$20.09	\$40.19					\$37.04
1.5 Yard	\$30.15	\$60.30	\$90.45	\$120.60	\$150.75	\$180.90	\$55.78
	\$32.30	\$64.58	\$96.87	\$129.15	\$161.45	\$193.73	\$59.55
2 Yard	\$35.54	\$71.08	\$106.62	\$142.16	\$177.70	\$213.24	\$65.75
	\$38.10	\$76.19	\$114.29	\$152.38	\$190.23	\$228.58	\$70.22

Size	Frequency						
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	Extra Pickup
3 Yard	\$ 53.31	\$ 106.63	\$ 159.94	\$ 213.26	\$ 266.57	\$ 319.88	\$ 98.62
	\$ 57.15	\$ 114.30	\$ 171.45	\$ 228.60	\$ 285.75	\$ 342.90	\$ 105.33
4 Yard	\$ 71.08	\$ 142.16	\$ 213.24	\$ 284.32	\$ 355.40	\$ 426.47	\$ 131.50
	\$ 76.19	\$ 152.38	\$ 228.58	\$ 304.77	\$ 380.97	\$ 457.15	\$ 140.43
6 Yard	\$ 106.62	\$ 213.24	\$ 319.86	\$ 426.47	\$ 533.09	\$ 639.71	\$ 197.25
	\$ 114.29	\$ 228.58	\$ 342.87	\$ 457.15	\$ 571.44	\$ 685.73	\$ 210.65
8 Yard	\$ 142.16	\$ 284.32	\$ 426.47	\$ 568.63	\$ 710.79	\$ 852.95	\$ 263.00
	\$ 152.38	\$ 304.77	\$ 457.15	\$ 609.54	\$ 761.92	\$ 914.31	\$ 280.87

(Ord. 2018-476, eff. 2018-Jul-18)

4. City Facilities Trash Service

*Rates include Service provider cost and utility administration fee*

Size	Frequency						
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	
1 Cart	\$ 18.75	\$ 37.50	N/A	N/A	N/A	N/A	N/A
	\$ 20.09	\$ 40.19					
Extra Cart	\$ 18.75	\$ 37.50	N/A	N/A	N/A	N/A	N/A
	\$ 20.09	\$ 40.19					
1.5 Yard	\$ 32.30	\$ 64.58	\$ 96.87	\$ 129.15	\$ 161.45	\$ 193.73	
2 Yard	\$ 35.54	\$ 71.08	\$ 106.62	\$ 142.16	\$ 177.70	\$ 213.24	
	\$ 38.10	\$ 76.19	\$ 114.29	\$ 152.38	\$ 190.23	\$ 228.58	
3 Yard	\$ 53.31	\$ 106.63	\$ 159.94	\$ 213.26	\$ 266.57	\$ 319.88	
	\$ 57.15	\$ 114.30	\$ 171.45	\$ 228.60	\$ 285.75	\$ 342.90	
4 Yard	\$ 71.08	\$ 142.16	\$ 213.24	\$ 284.32	\$ 355.40	\$ 426.47	
	\$ 76.19	\$ 152.38	\$ 228.58	\$ 304.77	\$ 380.97	\$ 457.15	
6 Yard	\$ 106.62	\$ 213.24	\$ 319.86	\$ 426.47	\$ 533.09	\$ 639.71	
	\$ 114.29	\$ 228.58	\$ 342.87	\$ 457.15	\$ 571.44	\$ 685.73	
8 Yard	\$ 142.16	\$ 284.32	\$ 426.47	\$ 568.63	\$ 710.79	\$ 852.95	
	\$ 152.38	\$ 304.77	\$ 457.15	\$ 609.54	\$ 761.92	\$ 914.31	
Roll-Off	Delivery	Exchange					
30 Yard	\$115.00	\$145.00	Plus \$34.90 per ton				
	\$119.37	\$ 150.51	Plus disposal				
40 Yard	\$115.00	\$145.00	Plus \$34.90 per ton				
	\$119.37	\$150.51	Plus disposal				
Treated Sludge Removal (Empty and Return Fee)							
20 Yard	\$ 225.00 plus \$ 34.90 per ton						
	\$233.55 plus disposal						
Single Stream Recycle Container							
30 Yard	\$ 145.00 plus \$ 195.00 per ton						
	\$150.51 plus disposal						

(Ord. 2018-476, eff. 2018-Jul-18; Ord. 2017-455, eff. 2017-Apr-05; Ord. 2008-359, eff. 2008-Oct-17)

5. Residential Curb Side Recycling Service

*Rates include Service provider cost and utility administration fee*

(1) All single family residents, duplexes, and apartments. Each unit Cart Monthly	\$ 6.68	\$ 7.10
(2) Extra Cart Monthly	\$ 6.68	\$ 7.10
(3) Extra Pickup	\$ 13.80	\$ 14.68

6. ~~City Facilities Recycling Service~~

(1) All single family residents, duplexes, and apartments. Each unit — Cart (Bi-Monthly)		\$ 11.10
(2) Extra Cart (Bi-Monthly)		\$ 11.10

7. ~~Convenience Center~~

~~A monthly flat rate of \$ 2.35 will be charged to all solid waste customers for purposes of operating the convenience center.~~

~~(Ord. 2017-465, eff. 2017-Oct-01)~~

8. CPI Adjustment

The solid waste and recycle rates will be reviewed and adjusted annually to reflect increases in the Consumer Price Index for All Urban Consumers; Garbage and Trash collection services (CUUR0000SEHG02), as, published by the United States Department of Labor, for the 12 month period ending ~~December 31~~ **November 30**.

**Secs. 16-212 to 16-250. Reserved.**

# Staff Summary Report

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<b>MEETING DATE:</b>	March 10, 2020
<b>AGENDA ITEM:</b>	X. BUSINESS ITEMS (B)
<b>AGENDA TITLE:</b>	Final Adoption of Ordinance 2020-501 Amending Chapter 2, Administration, Division 6. Municipal Judge

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<b>ACTION REQUESTED BY:</b>	City Manager / Aztec Municipal Judge
<b>ACTION REQUESTED:</b>	Approve Final Adoption of Ordinance 2020-501 Amending Chapter 2, Administration, Division 6. Municipal Judge
<b>SUMMARY BY:</b>	Aztec Municipal Judge / City Staff

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## **PROJECT DESCRIPTION / FACTS**

Compensation for the Aztec Municipal Judge is established by City Code (Sec. 2-166) and is currently set at fifty percent (50%) of the State Magistrate's salary. This change occurred in 2019.

When the Ordinance addressing the Municipal Judges' compensation was amended in 2019, the language was not clear as to whether the annual compensation was annually or at the start of the term. As such, this ordinance is to clarify that the compensation adjustment occurs at the start of a new term following an election for the Municipal Judge position.

To date, no citizen comments have been received regarding this change to City Code.

## **FISCAL IMPACTS**

With the final adoption of this ordinance, the Municipal Judge annual salary will increase to \$47,653 for the four year term beginning April 1, 2020. The FY20 Adopted Budget was adjusted in January 2020 to include the salary increase for April through June 2020.

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<b>SUPPORT DOCUMENTS:</b>	Ordinance 2020-501
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to Approve Final Adoption of Ordinance 2020-501 Amending Chapter 2, Administration, Division 6. Municipal Judge
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**CITY OF AZTEC**  
**Ordinance 2020-501**  
**Amending Chapter 2 - Administration, Division 6. Municipal Judge**

**WHEREAS**, the compensation for the Municipal Judge's annual salary was amended in 2019; and

**WHEREAS**, during that amendment the specification of compensation to occur at the beginning of the Municipal Judge's term was omitted;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** of the City of Aztec, New Mexico, that Ordinance 2020-501 amends Chapter 2 Administration, Division 6 Municipal Judge of the City Code as provided.

**PASSED, APPROVED AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor Victor C. Snover

ATTEST:

\_\_\_\_\_  
Karla Saylor, City Clerk CMC

APPROVE AS TO FORM:

\_\_\_\_\_  
City Attorney

Advertised Date of Final Adoption: \_\_\_\_\_

Effective Date of Ordinance: \_\_\_\_\_

**Chapter 2  
ADMINISTRATION**

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**ARTICLE III. OFFICERS AND EMPLOYEES**

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**DIVISION 6. MUNICIPAL JUDGE**

**Sec. 2-161. Election.**

The municipal judge shall be elected as provided by law. A vacancy in the office of municipal judge shall be filled in the manner provided by law (NMSA 1978, §35-14-4).

(Code 2007, 2-161)

**Sec. 2-162. Qualifications.**

The municipal judge shall be a registered, qualified elector and citizen of the city.

(Code 2007, 2-162)

**Sec. 2-163. Bond and Oath.**

The municipal judge shall, before entering the duties of office, if no corporate surety bond covering all municipal officials exists, obtain a surety bond to the City in an amount to be established by City Commission, conditioned upon the faithful performance of duties and the paying over to the city of all fines, forfeited bonds and other money which comes into hand by virtue of the office. The premium of the bond shall be paid by the city. The municipal judge shall take the oath of office as required in NMSA 1978, §3-10-2.

(Ord. 2010-382, eff. 2010-Jun-30; Code 2007, 2-163)

**Sec. 2-164. Annual Training.**

The municipal judge shall have the training as required in NMSA 1978, §3-14-10.

(Code 2007, 2-164)

**Sec. 2-165. Temporary Vacancy and Appointments.**

Two or more alternate judges shall be selected from a list of qualified electors (as defined by NMSA 1978 § 3-1-2). The elected municipal judge, prior to the vacation, temporary absence, unavailability or incapacity, shall select at least one designee from the alternates set forth above to serve as temporary municipal judge, to exercise all powers of the municipal judge until the return of the municipal judge. In the event that the elected municipal judge is unable to select an alternate judge to fill in their absence, the mayor shall select an alternate municipal judge. The selection of an alternate municipal judge shall be as follows:

1. The Municipal Court staff shall publish a notice in the local newspaper, utility bills, or other means for the solicitation of qualified candidates to submit a letter of interest to serve as Alternate Municipal Judge.
2. All letters of interested will be submitted to the City Clerk to verify their status as a qualified elector within the corporate City limits. Copies of those letters from qualified electors shall be given to the Municipal Judge and City Commission for review.

3. The Municipal Judge shall review all letters of interest from qualified electors and make a recommendation to the City Commission for the alternate municipal judge position(s). The recommendation will be in the form of a list of qualified candidates.
4. The term for the alternate judge(s) coincides with the current term of the municipal judge.
5. At a regularly scheduled Commission Meeting, the City Commission shall approve who serves in the position(s) as alternate municipal judge.  
(Ord. 2010-379, eff. 2010-Feb-17; Ord. 2009-377, eff. 2009-Oct-21; Code 2007, 2-165)

#### **Sec. 2-166. Duties Generally; Compensation.**

1. In addition to those duties set forth in the laws of the state, the municipal judge shall be present at the court a minimum of thirty-two (32) hours per week and up to a maximum of forty (40) hours per week and shall hold court a minimum of twenty-four (24) hours per week, holidays excluded, and may conduct marriage ceremonies. The municipal judge shall be available at all reasonable hours for the issuance of warrants and summons and as necessary to accommodate the public and may provide night court to accommodate the public. The municipal judge shall be paid the annual sum of fifty percent (50%) of the State Magistrate Judges' annual salary **at the beginning of each term** and shall take the same oath as is now required of magistrates in the state.  
(Ord. 2011-396, eff. 2011-Jun-22; Ord. 2010-390, eff. 2010-Aug-18; Code 2007, 2-166)
2. In the absence of the municipal judge, the alternate judge will work as designated by the municipal judge and will receive compensation from funds allocated in the municipal judge's salary except in the cases of disqualification or required absences (mandatory judges training sessions) in which the city will compensate the alternate judge at a rate of pay fixed by the municipal judge with the approval of the City Commission.  
(Code 2007, 2-166)

#### **Sec. 2-167. Employee Benefits.**

Benefits for the municipal judge will include the benefits of a full-time city employee as provided in the personnel policy as adopted by the City Commission, with the exception of leave benefits.  
(Code 2007, 2-167)

#### **Sec. 2-168. Personnel.**

The municipal court judge may participate in the hiring, supervising, and compensating employees of the municipal court, and shall have the sole power, subject to the grievance procedure of the city's personnel policy, to terminate employees of the municipal court. In all other respects that do not conflict with the powers of the judge, the court employees shall fall within the provisions of the city's personnel policy.  
(Ord. 2010-382, eff. 2010-Jun-30; Code 2007, 2-168)

#### **Sec. 2-169. Records.**

The municipal judge shall keep, or cause to be kept, a record of every traffic complaint, uniform traffic citation and other form of traffic charge filed in his court and every official action and disposition of the charge by his court. Within ten (10) days after disposition of every charge of violating the traffic code of the city, the municipal judge shall, upon forms furnished by the Commissioner of motor vehicles, prepare, certify as correct and forward to the state department of motor vehicles an abstract of the record. A report need not be made of any conviction

involving illegal parking or standing of a vehicle, except when a uniform traffic citation is issued. When the uniform traffic citation is issued, the form of the abstract on the back of the officer's first copy containing the above information shall be used. The failure or refusal of the municipal judge to comply with the provisions of this section is misconduct in office and grounds for removal.

(Code 2007, 2-169)

**Secs. 2-170 to 2-180 Reserved.**

# Staff Summary Report

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<b>MEETING DATE:</b>	March 10, 2020
<b>AGENDA ITEM:</b>	X. BUSINESS ITEMS (C)
<b>AGENDA TITLE:</b>	FY20 Funding Request: Four Corners Economic Development (4CED)

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<b>ACTION REQUESTED BY:</b>	City Commission
<b>ACTION REQUESTED:</b>	Determination of Amount of Funding
<b>SUMMARY BY:</b>	Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

The FY20 Adopted Budget includes funding for Four Corners Economic Development (4CED) in the amount of \$20,000. While the City Commission approved the annual budget, concerns were expressed regarding the level of funding the City was providing. There is no current agreement between 4CED and the City.

During the October 8, 2019 regular meeting, the City Commission approved \$2,500 in funding following receipt of a bi-annual invoice from 4CED.

A second invoice (\$10,000 for the 2<sup>nd</sup> ½ of the current fiscal year) was received by the City in February 2020.

Arvin Trujillo, CEO of 4CED, spoke to the City Commission on February 25, 2020, detailing the vision and long term goals of the organization.

Staff requires direction from the City Commission if funding is to be provided to 4CEDs for the 2<sup>nd</sup> half of this fiscal year, and if so, at what amount.

## **PROCUREMENT / PURCHASING (if applicable)**

N/A

## **FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

Available balance for appropriation by Commission: \$17,500.

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**SUPPORT DOCUMENTS:** • Four Corners Economic Development Foundation Invoice

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**RECOMMENDED MOTION:** Move to Approve annual funding to Four Corners Economic Development in the amount of \$                     .

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# Staff Summary Report

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**MEETING DATE:** March 10, 2020  
**AGENDA ITEM:** X. BUSINESS ITEMS (D)  
**AGENDA TITLE:** FY20 Funding Application: Aztec Chamber of Commerce

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**ACTION REQUESTED BY:** Aztec Motocross  
**ACTION REQUESTED:** Determination of Amount of Funding  
**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

The FY20 Adopted Budget includes funds to allow the City Commission to respond to community funding requests during the fiscal year. These funds are appropriated at the discretion of the City Commission. As of March 5, 2020, \$7,721 is available.

- Requests funded this year include:

Aztec Boys and Girls Club	\$ 26,000
Aztec Museum Association	\$ 15,000
Rein Dance (Vintage Social)	\$ 1,279
Aztec Motocross	\$ 5,000

The Aztec Chamber of Commerce is sponsoring a musical art program, specifically pianos, to be located at various businesses or public locations in downtown Aztec. The funding request is for a minimum of \$2,200 to a maximum of \$2,700.

A representative for the program will be available to present the request to the Commission.

The City Commission has not previously provided funding for this project.

Event coordinators who receive discretionary funds are required to provide to present a report to the commission upon the completion of the event and before future funding requests would be considered. Because the Aztec Chamber of Commerce may submit funding requests for other events or projects unrelated to the piano project, the City Commission may want to establish a date by which a report should be presented to the Commission in the motion.

## **PROCUREMENT / PURCHASING (if applicable)**

N/A

## **FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

Available balance for appropriation by Commission: \$7,721.

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**SUPPORT DOCUMENTS:** • Aztec Chamber of Commerce Request for Funding

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**RECOMMENDED MOTION:** Move to Approve funding to Aztec Chamber of Commerce for the Public Art – Piano Project in the amount of \$\_\_\_\_\_ and request a project report be presented to the City Commission by (date).

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**CITY OF AZTEC**  
**REQUEST FOR FUNDING APPLICATION**  
**CITY COMMISSION DISCRETIONARY FUNDS**

Today's Date: \_\_\_\_\_

Organization Name: Aztec NM Chamber of Commerce

Name of Project/Program/Event: Public Art - Piano Project

What City Commission Goal(s) would this funding address: (Check all that apply)

<input type="checkbox"/> Safe, Clean, Livable Community	<input type="checkbox"/> Cost Effective Public Services	<input checked="" type="checkbox"/> Economic Development
<input type="checkbox"/> Financial Stability of Public Funds	<input checked="" type="checkbox"/> Local / Regional Partnerships	<input checked="" type="checkbox"/> Enhance Quality of Life
<input type="checkbox"/> Environmental Practices	<input checked="" type="checkbox"/> Citizen Involvement	

**FUNDING REQUEST INFORMATION**

Describe the need for the funding:  
 ARTIST SUPPLIES NEEDED TO PAINT THE PIANOS. PIANOS THAT HAVE BEEN DONATED NEED WATERPROOF/QUILTED COVERS FOR PROTECTION. THEY ALSO NEED SHADE COVERS. THEY WILL NEED TO BE TUNED AND MAY POSSIBLY NEED REPAIRS. DOLLIES WILL BE REQUIRED FOR THOSE NOT HAVING WHEELS. WE WOULD LIKE TO HAVE FUNDS FOR

Describe how funding would be utilized:  
 TO PURCHASE SUPPLIES NEEDED FOR THE PIANOS (LISTED ABOVE). TO PAY PERFORMERS TO SHOW OFF THE PIANOS ON MAIN STREET.

Location of project site (maps may be attached):  
 AT THIS TIME PLANS ARE BEING MADE FOR PIANOS ON THE MAIN STREET OF AZTEC, THE PLAZA, AND THE DOWNTOWN AREA.

How will success of the project be measured?  
 MAIN STREET MERCHANTS AND OTHERS ARE ALREADY EXCITED ABOUT THE PROJECT. INCREASED VISITOR/TOURIST TRAFFIC ON MAIN STREET WOULD BE A MEASURE OF SUCCESS. COMMENTS ON SOCIAL MEDIA ALREADY TELL US OF THE INTEREST IN THIS PUBLIC ART PROJECT.

Total Amount Requested: <b>\$2,700</b>	Minimum Amount : <b>\$2,200</b>	Date Funding Required: <b>March 15, 2020</b>
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Can project be phased? If so, describe the phases including timelines.  
 Project will be phased as each piano is completed and supplies are needed for public display. Hoping completion of artwork will be done by sometime in May, 2020

PROJECT TYPE	START DATE	END DATE	AMOUNT REQUESTED	+	MATCHING FUNDS	=	TOTAL PROJECT BUDGET
Construction/Renovation	02/28/2020	ONGOING					
Design/Engineering	NA						
Equipment	03/15/2020	06/01/2020	2,200				2,200
Vehicle	NA						
Special Program or Event – attach detailed description, budget and marketing materials/brochures for program or event	plaza beginning in late	09/07/2020	500				500
<b>Totals</b>			<b>2,700</b>				<b>2,700</b>

**ORGANIZATION INFORMATION**

Organization Legal Name: Aztec Chamber of Commerce	Website: aztecchamber.com		
Organization Main Address: 108 South Main	City: Aztec	State: NM	ZIP Code: 87410
Organization Mailing Address: same as above	City:	State:	ZIP Code:

Principal Contact: Sandy Waybourn	Phone Number: 505 330 9710	Fax Number:
Title: President	Email Address: director@aztecchamber.com	
Chief Executive Officer (or equivalent):	Phone Number:	Fax Number:
Title:	Email Address:	

What Type of Service does the Organization Provide (Check all that apply)				<input type="checkbox"/> Educational	<input type="checkbox"/> Child Care	<input type="checkbox"/> Youth Services
<input type="checkbox"/> Housing / Homeless	<input type="checkbox"/> Senior Services	<input type="checkbox"/> Substance Abuse Prevention	<input type="checkbox"/> Recreation	<input checked="" type="checkbox"/> Economic Development	<input checked="" type="checkbox"/> Community Event	<input checked="" type="checkbox"/> [Other]
EIN/Taxpayer ID Number: 85-0306423	Indicate Tax Status of Organization (include IRS letter of determination):		Has the Organization's tax-exempt status been revoked in the past five years? If yes, attach explanation yes-see attached			

Briefly describe mission, history and principal programs and activities of the Organization:  
To Provide a foundation for a vibrant business community focused on increasing awareness by creating a culture of participation, promotion and intereaction

Has entity received funding from the City of Aztec previously? If so, when, amount received and how funds were used:  
Yes, November 2019 Aztec Sparkles for marketing \$2000

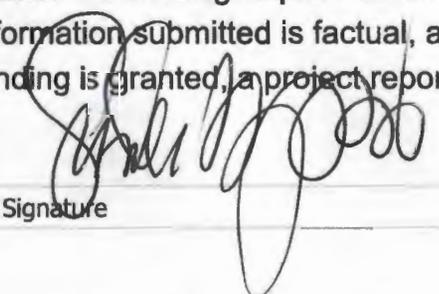
How many paid full-time equivalents does the Organization have? 0	How many paid part-time equivalents does the Organization have? 0
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Are Organization services and/or programs available to all residents of the City of Aztec? If no or restricted, please explain. yes	Are fees charged for services?
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Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services? no	Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe. Yes-see attached documents
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**REPRESENTATION**

I, Sandy Waybourn, as President, have the authority to submit this funding request on behalf of Aztec Chamber of Commerce, and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a project report is required to be submitted to the City Commission.

Signature:  Date: 3-2-2020

Please note - future funding requests may not be considered by the City Commission if project/service report for prior funding has not been completed in a timely manner.

## **BUDGET FOR PIANO PROJECT**

### **EQUIPMENT:**

<b>INSULATED WATERPROOF COVERS (4)</b>	<b>\$800.00</b>
<b>DOLLIES (2)</b>	<b>\$100.00</b>
<b>TARPS/SMALL GAZEBOS FOR PROTECTION (4)</b>	<b>\$400.00</b>
<b>PIANO TUNING</b>	<b>\$400.00</b>
<b>PIANO REPAIRS</b>	<b>\$200.00</b>
<b>PAINTING SUPPLIES</b>	<b>\$300.00</b>
<b>PERFORMER FEES</b>	<b>\$500.00</b>

**TOTAL: \$2,700.00**

### **DONATIONS MADE TO THE PROJECT:**

#### **4 PIANOS**

**ONE PLAYER PIANO DONATED BY ANNETTE TIDWELL ABEND – TRADED TO SENIOR CENTER FOR 2 PIANOS**

**ONE ANTIQUE PIANO FROM TWEETIE BLANCETT – BEING CONSIDERED FOR MUSEUM**

**ONE PIANO DONATED BY TRACY MCGINNES**

**ONE PIANO DONATED BY RUSS/TRACEY ALLEN**

**ARTWORK:**

**DONATED BY 3 FEAT OF CLAY ARTISTS:**

**TIM GORDON**

**RICK KENCIANO**

**BONNIE ADAMS**

**FROM THE SENIOR CENTER:**

**CINDY IACOVETTO AND CONNIE HUTCHESON**

**LOWE'S HAS DONATED MUCH OF THE PAINTING SUPPLIES NEEDED**

**MERCHANTS ARE SUPPORTING PIANOS ON MAIN AND OTHER AREAS  
DOWNTOWN.**

**JOHN PASCHALL HAS OFFERED TO ASSIST WITH PIANO TUNING**



OFFICE OF THE NEW MEXICO SECRETARY OF STATE

Annual Report Fiscal Year End Date: 06/30/2019

Transaction Type: Annual Report

Business ID#: 1006345

Entity Name: AZTEC CHAMBER OF COMMERCE, INC.

Payment Type: E-Check

Filing Date: 11/14/2019

Fee: \$10.00

Penalty Fee: N/A

Total Payment Amount: \$10.00

Next Annual Meeting Date: 11/16/2019

NAICS Code:

NAICS Sub Code:

Character of Affairs: Non-Profit Organization helping businesses in area

Email Address: director@aztecchamber.com

Phone: 505-334-7646

Table with 6 columns: Entity Address Type, Address, City, State, Zip, Country. Rows include Principal Place of Business in New Mexico and Mailing Address.

Registered Agent Information:

Agent Name: CHRISTA ROMME

Email Address: director@aztecchamber.com

Phone Number: 505-334-7646

Table with 6 columns: Type, Address, City, State, Zip, Country. Rows include Physical Address and Mailing Address.

**Officer/Director Information:**

<b>Title</b>	<b>Name</b>	<b>Address</b>	<b>Email Address</b>	<b>Phone Number</b>	<b>Term Expiration</b>
President	Sandra Waybourn	108 South Main, Aztec, NM, 87410	director@aztecchamber.com	NONE	06/30/2020
Vice President	Joshua Large	108 South Main, Aztec, NM, 87410	director@aztecchamber.com	505-334-7646	06/30/2020
Secretary	Vivian Giles	108 South Main, Aztec, NM, 87410	director@aztecchamber.com	505-334-7646	06/30/2020
Director	Sandra Waybourn	108 South Main, Aztec, NM, 87410	director@aztecchamber.com	505-334-7646	06/30/2020
Director	Joshua Large	108 South Main, Aztec, NM, 87410	director@aztecchamber.com	505-334-7646	06/30/2020
Director	Vivian Giles	108 South Main, Aztec, NM, 87410	director@aztecchamber.com	505-334-7646	06/30/2020

**Signature:**

<b>Authorizer Name</b>	<b>Title</b>
Sandra Waybourn	President
Joshua Large	Vice President