



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, March 10, 2025 6:00 PM
Agenda

Please silence all electronic devices.

Mayor - Joshua Ramsell

Mayor Pro Tem - Lawrence R. Gordon

Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

1. **Approval of Minutes Special Business Meeting January 30, 2025, Regular Business Meeting**
2. **February 24, 2025**
3. **Approval of Accounts Payable**
4. **Recognition of the Fire Department**

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 4:45 PM on Monday, March 10, 2025. These comments will be distributed to all Councilors for review. If you wish to speak during the public comment session, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements, not the Council. Statements are limited to a maximum of 3 minutes duration. Please give your name and where you live for the record.

Manager Report

- a) **Update on Bypass Road**
- b) **Update Temporary Wind Tower Transport**
- c) **Budget Calendar**
- d) **Announcement of 14-Day Review of Universal Waste Contract**
- e) **Update on the Personnel Manual**

Public Hearing - For the purpose of the request for a special use permit for a cannabis retail only operation located at the Proposed Location: 300 Rio Communities Blvd, Rio Communities, New Mexico 87002. Legal Description: UPC: 1-009-027-440-440-000000, Legal Summary Subd: LAND OF RANCHERS STATE BANK Tract: 1 0.66 ACRE 1999 REV

- **Motion and roll call vote to recess Regular Business Meeting session and to go into Public Hearing**
- **Motion and roll call vote to go back into Regular Business Meeting session**

Action Items

5. **Discussion, Consideration, and Decision – Request for a special use permit for a cannabis retail only operation located at the Proposed Location: 300 Rio Communities Blvd, Rio Communities, New Mexico 87002. Legal Description: UPC: 1-009-027-440-440-000000, Legal Summary Subd: LAND OF RANCHERS STATE BANK Tract: 1 0.66 ACRE 1999 REV**
6. **Discussion, Consideration, and Decision – Approval of Rio Communities Spring Festival Celebration Authorization not to Exceed \$8,500.00.**
7. **Discussion – Update of Presentation by Geno Zamora, Esq. regarding the Governmental Code of Conduct and Open Meetings Act Training Updates**
8. **Discussion – New Mexico Water Service Company Proposed Price Increase**

Council Discussion

- **Executive Session - For the purpose of Police Chief Evaluation pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters and for the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)**
 - * **Motion and roll call vote to go into closed session**
 - * **Motion and roll call vote to go back into the regular business meeting session**
 - * **Welcome everyone back and statement by the Mayor:**

Action Items

7. **Discussion, Consideration, and Decision – Amended Contract of Police Chief**

Adjourn

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.



City of Rio Communities Council Special Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Thursday, January 30, 2025 7:30 PM
Minutes

Please silence all electronic devices.

Mayor - Joshua Ramsell

Mayor Pro Tem - Lawrence R. Gordon

Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez

Call to Order

Mayor Ramsell called the meeting to order at 7:30pm

Pledge of Allegiance

Councilor Marquez led the pledge of allegiance

Roll Call

Governing Body

Mayor Joshua Ramsell

Councilor Lawrence Gordon

Councilor Thomas Nelson

Councilor Art Apodaca

Councilor Matthew Marquez

Staff

Manager Dr. Martin Moore

Deputy Clerk Lalena Aragon

Police Chief Felix Nunez

Fire Chief Andrew Tabet

Finance Officer Roy Hubbard

Approval of Agenda

Motion made by Councilor Apodaca to approve the agenda as written. Seconded by Councilor Gordon.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Voting Nay:

Councilor Marquez

Motion passed with a 3-1 vote

Action Items

Discussion, Consideration, and Decision - Resolution 2025-04 Budget Adjustment

City Manager Dr. Moore stated the budget and stated that the city hasn't received the small cities' assistance that comes in the middle of the fiscal year and stated that the city is looking good on the revenue side; The expense side and stated the supplies and operating expense with the start up of six new employees in the Fire Department and went over the Police Departments stepdown grant. He then stated that workman's comp and insurance that the city must pay at the beginning of the year and stated there is money in the funds and explained in June those numbers will change.

Councilor Marquez asked if this shows funds that have been carried over.

City Manager Dr. Moore stated this shows you what the City has brought in and what they have expended this year. He explained that carry over funds do carry over. He then went over the franchise fees, gross receipts and compensating tax.

Councilor Marquez asked where the increase of monies came from.

City Manager Dr. Moore stated a couple of places whether a new business came in or previous business have made more money this year, businesses could have also had some late fillings.

City Manager Dr. Moore continued to go over the budget and stated that the gas bill has been lower than in the last couple of years. He went over Health and Medical premiums and stated they went up due to the state health care and stated if needed it would come back in front of Council for adjustments. He went over contracts and professional services. He then went to the bottom of the general fund and stated the expense total showing the city budgeted \$2,41,965; we are currently showing \$1,347,453 has been expended. He stated that the City will be getting grant money from the state.

Councilor Nelson asked about 51050 temporary salaries were 406 percent over and asked what department that was.

City Manager Dr. Moore stated that he would get back to that question.

Finance officer Hubbard stated that account line needs to be adjusted will; need to be pulled from the firefighter recruitment fund.

Councilor Marquez asked about salaries and overtime on page 3 (51060) and asked why it has zeros and why they are not projecting over time.

Finance officer Hubbard stated that is the Clerks budget.

City Manager Dr. Moore stated that the City wasn't expecting over time in the Clerks department at the time.

Councilor Marquez then asked about 5202 on the same page stated there is a total budget of \$46,500 right now the City is \$9,126 why is the city projecting such a high number.

City Manager Dr. Moore stated they are based off previous years and staffing including individuals that weren't hired yet and withdrawing from that expense line.

Councilor Marquez asked about subscriptions and dues that is projected at \$2,000 and \$6,000 has been sent.

Finance officer Hubbard stated that it is the police department.

City Manager Dr. Moore stated environmental is Universal Waste that is franchise tax and went over the numbers and stated it is better than expected. He stated that there is also a clean and beautiful grant and some dumpster that may be coming out of this as well.

City Manager Dr. Moore talked about the Emergency Medical services and stated that the City just received this, that's why there are no expenses coming out of it yet and this is included in the budget resolution.

Councilor Gordon asked in the EMS funds if that money could be used for fuel or tires for transport.

Fire Chief Tabet stated yes if the money is used for EMS vehicles for transport.

City Manager Dr. Moore went over the Fire protection allotment fund 2900 and went over the reimbursement and talked about the State Fire allotment came in higher than when we prepared the budget and stated the city is looking to receive more than projected.

City Manager Dr. Moore went over Law Enforcement Protection.

Police Chief Nunez explained that for the Law Enforcement Protection they have a subsection. In there for salaries the salaries need to be matched by the city.

City Manager talked about the step-down grant for Law Enforcement recruitment.

Police Chief Nunez talked about hiring non-certified officers. He explained a non-certified officer has not attended an academy in the State of New Mexico. He explained he is collaborating with Workforce connections to help pay for this training.

City Manager Dr. Moore continued to go over the budget for potholes and streetlights. He then went over the Bill Brown fund and stated the Public Works have been very careful and frugal with this fund.

Councilor Nelson asked how much money is left in the Bill Brown fund.

City Manager Dr. Moore stated about \$180,000. He continued to go over the budget with wild land fires and stated that so far this year it is a little behind this year and explained there hasn't been any expense on this yet there will be some in the third quarter report.

Fire Chief Tabet stated that they have received a couple of grants for wildland tools and equipment and a wildland fire coordinator.

City Manager Dr. Moore continued to go over the budget.

Councilor Marquez asked what time the City received this budget report.

City Manager Dr. Moore stated about 5:45pm and I emailed it at 6:01pm.

Councilor Marquez asked how the time is different in the report and stated that the times do not match and stated that the copy he received was at 6:01 but the one on the email stated it was at 6:24 pm.

City Manager Dr. Moore stated he does not have an answer to that question.

Motion made by Councilor Gordon to approve resolution 2025-04 budget adjustment.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Voting Nay:

Councilor Marquez

Councilor Nelson

Motion passed with a 2-2 vote Mayor broke the tie.

Discussion, Consideration, and Decision - Resolution 2025-05 Second Quarter Financial Report

Motion made by Councilor Gordon to table Resolution 2025-05 until the February 10, 2025 meeting. Seconded by Councilor Nelson.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote

Adjourn

Motion made by Councilor Apodaca to adjourn. Seconded by Councilor Gordon. Motion carried at 8:58pm.

Respectfully submitted,

Roy Hubbard Municipal Clerk-Treasurer
(Taken and Transcribed by Lalena Aragon, Deputy Clerk)

Date: _____

Approved:

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, February 24, 2025 6:00 PM
Minutes

Please silence all electronic devices.

Mayor - Joshua Ramsell

Mayor Pro Tem - Lawrence R. Gordon

Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez

Call to Order

Mayor Ramsell called the meeting to order at 6:07pm.

Pledge of Allegiance

Councilor Gordon led the pledge of allegiance

Roll Call

Mayor Joshua Ramsell

Councilor Lawrence Gordon

Councilor Thomas Nelson

Councilor Art Apodaca (VIA phone)

Councilor Matthew Marquez

Manager Dr. Martin Moore

Deputy Clerk Lalena Aragon

Police Chief Felix Nunez

Fire Chief Andrew Tabet

City Attorney Randy Van Vleck

Finance Officer Roy Hubbard

Approval of Agenda

Motion made by Councilor Nelson to approve the agenda as presented. Seconded by Councilor Gordon.

Approval of Consent Agenda

Motion made by Councilor Gordon to approve the consent agenda. Seconded by Councilor Nelson.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote.

City Manager Dr. Moore swore in Roy Hubbard as Clerk-Treasurer.

Mayor Ramsell held a moment of silence for City of Rio Communities first Mayor Mark Quinn.

Public Comment:

Dick Irvin talked about key cards for Council members. He then talked about the Veterans Memorial and asked if he was still on the committee.

Manager Report

City Manager Dr. Moore thanked the residents for their effort in cleaning up the city of fire fuels.

Councilor Marquez asked about the dumpsters and asked if they will be in front of City Hall.

He then talked about the Chamesa park dedication and asked if the time was at 1pm on Saturday March 1, 2025.

City Manager Dr. Moore stated that the dedication of Chamesa park would be on March 1st at 1:00pm.

Councilor Marquez asked about the Mavrik site, and about the letter sent to Mavrik and asked if the City has received a response.

City Manager Dr. Moore stated they did receive the letter, and the property would be torn down and a clean-up would be started as soon as the Department of Transportation approves the right of ways.

Councilor Marquez asked about an update on Goodman Ave. and Don Diego construction.

City Manager Dr. Moore stated that a bid has gone out for Goodman Ave. and late fall the construction should start on Don Diego.

Councilor Nelson asked about the fire clean up and asked why it wasn't advertised. He then suggested that City hall was not a good place to put the dumpsters and stated they are damaging the parking lot, and they should be in the public works yard.

Discussion, Consideration, and Decision – Resolution 2025-06 Grant 23-DG-11030000-008 Between State of New Mexico. Energy, Minerals and Natural Resources Department and the City of Rio Communities Wildland Tools and Equipment

Dr. Moore explained this grant is for wildland fire tools and equipment and recommends approval.

Councilor Nelson asked about the discrepancy in the numbers.

Fire Chief Tabet stated that one includes the match.

Motion made by Councilor Gordon. To approve Resolution 2025-06 Grant 23-DG-11030000-008 Between State of New Mexico. Energy, Minerals and Natural Resources Department and the City of Rio Communities Wildland Tools and Equipment. Seconded by Councilor Nelson

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision – Resolution 2025-07 Governmental Services Between State of New Mexico, Energy, Minerals and Natural Resources Department and the City of Rio Communities for a Wildland Fire Coordinator

City Manager Dr. Moore explained the grant and recommended approval.

Motion made by Councilor Marquez to approve Resolution 2025-07 Governmental Services Between State of New Mexico, Energy, Minerals and Natural Resources Department and the City of Rio Communities for a Wildland Fire Coordinator. Seconded by Councilor Gordon.

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision – Elimination of second Deputy Clerk position

City Manager Dr. Moore stated that the City doesn't have a need for the second Deputy Clerk now there is a clerk-treasurer, so the recommendation is to approve this.

Motion made by Councilor Nelson to approve the elimination of second Deputy Clerk position.
Seconded by Councilor Apodaca.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision – Establishment of Human Resources Coordinator Position

City Manager Dr. Moore explained that this position will replace the second Deputy Clerk position, and the individual does have a bachelor's degree that is required in the job description.

Motion made by Councilor Nelson. Seconded by Councilor Apodaca.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision - Pland Collaborative Landscape Architectural Design and Consultation for Veterans Memorial Conceptual Study

City Manager Dr. Moore explained that the city has received the information requested from Pland Collaborative for the Veterans Memorial and is recommending approval.

Motion made by Councilor Marquez to approve the Pland Collaborative Landscape Architectural Design and Consultation for Veterans Memorial Conceptual Study. Seconded by Councilor Gordon

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision – Pland Collaborative Landscape Architectural Design and Consultation for Parks Development in Rio Communities

Dr. Moore explained Moore explained that the city has received the information requested from Pland Collaborative for the parks development and is recommending approval.

Motion made by Councilor Nelson to approve the Pland Collaborative Landscape Architectural Design and Consultation for Parks Development in Rio Communities. Seconded by Councilor Gordon.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote.

Discussion/Information Only – Presentation by Geno Zamora, Esq. regarding the Governmental Code of Conduct (Attachment A) and Open Meetings Act (Attachment B) Training Updates

Geno Zamora from New Mexico Self Insurers Fund gave a presentation about Effective Governance for the City of Rio Communities and Understanding Transparency and Ethics Obligations for the City of Rio Communities.

Council Discussion

Councilor Nelson talked about his concern of residents not being able to dump mattress during city clean up and stated that a resident made a comment to him of just burning it. He then talked about utilizing grant money the city has to buy local art for City Hall.

Councilor Marquez requested that at the next meeting to have an acknowledgment for the Fire Department on the agenda. He asked about access key for Council members to enter the main area of City Hall. He stated that when they went to Santa Fe they talked about streetlights and sidewalks and asked if the City has received any information. He asked about a biweekly update and asked if something has been created to get that information. He talked about the Manger's report and stated there were no details under it and requested that there is a structured report on the agenda.

Councilor Gordon gave his condolences to Mark Gwinn's family and thanked the Optimus Club for letting him operate the Daddy Daughter event and he also talked about the art and stated that he would like to see the pictures of the City Council member hung up in City Hall.

Councilor Apodaca apologized for missing Valencia County day.

Mayor Ramsell gave his condolences to the family of Mark Quinn and stated he was the first Mayor of Rio Communities and was very dedicated to the community a good friend and an advocate for the City.

Adjourn

Motion made by Councilor Nelson to adjourn. Seconded by Councilor Gordon. Motion carried at 9:06pm.

Respectfully submitted,

Roy Hubbard, Municipal Clerk-Treasurer
(Taken and Transcribed by Lalena Aragon, Deputy Clerk)

Date: _____

Approved:

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor

Effective Governance for City of Rio Communities

Presented to the Governing Body

February 24, 2025

Geno Zamora, Esq.

Through NMSIF Agency Assist Program



ORTIZ & ZAMORA
Attorneys at Law, LLC

Overview

- Knowing Roles
 - Mayor
 - Council
 - Municipal Judge
 - Manager
 - Clerk
 - Treasurer
 - Police & Fire Chiefs
- Effective Leadership
- Productive Norms & Next Steps

Mayor

Chapter 2, Article 1 of Municipal Ordinances (2013)

- Chief Executive Officer of the Municipality
- Presides over all meetings of the Council
- Votes only when there is a tie vote
 - May not make and second motions [2-2-2(B)(2)(a)]
- Enforce ordinances, exercise powers to suppress disorders and keep the peace, other power authorized by governing body and required by law
- Mayor Pro Tem performs duties of Mayor in absence of the Mayor

Council

Chapter 2, Article 2 of Municipal Ordinances (2013)

- Legislative branch of the City
- Consists of four members elected at large
- Corporate authority of the City
- Manage and control the finances and all real and personal property belonging to the City
- Determine time, place, and rules of meetings
- Keep minutes of meetings
- Adopt necessary municipal rules and regulations
- Prescribe compensation and fees paid to municipal officers and employees

Municipal Judge

Chapter 2, Article 3 of Municipal Ordinances (2018)

- Judicial branch of the Municipality
- Hold court at regularly scheduled times
 - Hold arraignments in timely manner
 - Hear cases within Municipal Court Rules timeframes
 - Be available at all reasonable hours for issuing warrants and summons
 - Include court clerk time for hearing scheduling and payments
- Shall keep Court records
- Shall make monthly written reports to Governing Body of all monies collected by Municipal Court
- Manages its own staff – Mower v. Rusk
- Removal only by NM Supreme Court

City Manager

Chapter 2, Article 8 of Municipal Ordinances (2014)

- Appointed by the Mayor, with approval of the Council
- City Manager Duties.
- Enforce and carry out all ordinances, rules, and regulations
 - **Employ and discharge all persons engaged in the administrative service** of the City
 - Prepare and submit an annual budget
 - Make recommendations to the Council on all matters concerning the welfare of the municipality
- Manager may make recommendations to the Mayor and Council regarding employment, discharge, promotion, or transfer of mayoral-appointed officers

City Manager (continued)

Chapter 2, Article 8 of Municipal Ordinances (2014)

- Manager shall attend all Council meetings – except for the purpose of inquiry, the Mayor and Council shall deal with employees solely through the manager 2-8-5
- Mayor and Council establish policy, Manager executes and administers policy
- Removal by the concurring vote of three members of the City Council

City Clerk

Chapter 2, Article 8 of Municipal Ordinances (2015)

- Appointed by Mayor with approval of the City Council
- Duties:
 - Attend all meetings of the Council
 - Keep the minutes of all Council proceedings
 - Custodian of City seal
 - Custodian of all public records, documents, ordinances, resolutions, and orders of the City Council
 - And such papers and documents as may be delivered into custody of the Clerk

Treasurer

Chapter 2, Article 12 of Municipal Ordinances (2015)

- Appointed by Mayor with the consent of the City Council
- Duties:
 - Receive all monies belonging to the City
 - Keep accounts and records as prescribed by the governing body
 - Expend monies only as directed by the governing body
 - Attend all meetings of the governing body
 - Submit monthly reports of receipts and expenditures
 - Submit annual reports of receipts, expenditures, and fund balances
 - Financial reports shall be filed in the office of the Clerk

Police and Fire Chiefs

Chapter __, Article __ of Municipal Ordinances (2023)

- Police Chief - Appointed by Mayor with the consent of the City Council
 - Reports to and is under direct supervision of the City Manager
 - May be dismissed by Governing Body at any time, subject to terms of any contract
 - Managers overall administration and operations of police Department

Chapter 11, Article 5 of Municipal Ordinances (2021)

- Fire Chief – appointed by the Mayor, subject to approval of a majority of all members of the Governing Body
 - Reports directly to the City Manager
 - May be discharged for cause by the Mayor, subject to approval of a majority of all members of the Governing Body
 - Directs the operations of the Fire Department

Clarity for Employees

Rio Communities Personnel Ordinance 2023-86

- Establish a system for hiring, promotion, discharge and general regulation of City employees based on merit and not on political patronage
 - Recruit, hire and advance based on ability, knowledge and skill
 - Equitable and adequate compensation
 - Ensure no candidate or electoral coercion
 - System of employee rights consistent with public interest and state and federal laws
 - Covers regular employees
- Appointed Executive employees and other designated employees are “at-will” (subject to any contract terms)
 - Includes Manager, Clerk, Police Chief, probationary, casual, temporary, grant-funded (Treasurer, Fire Chief)

Effective Governing Bodies

Eight Characteristics of an effective Governing Body

1. Commit to a vision of high expectations for achievement
2. Strong shared beliefs and values about the services provided by the City and work environment
3. Accountability driven – spending less time on operational issues and more time on policies and planning to improve outcomes
4. Collaborative relationship with staff and the community, inform and engage internal and external stakeholders in achieving City goals

Effective Governing Bodies

5. Data savvy – embrace and monitor data and use to drive continuous improvement (even when data is negative), dispelling rumors and one-time experiences
6. Align and sustain resources, including training and professional development
7. Governing Body leads as a united team with the City Manager and Administrators, each in their respective roles
8. Governing Body members take part in team building, development, and training (sometimes with administrators and staff) to build shared knowledge, values, and commitments for their improvement efforts

*Adapted from a study of effective school boards

Effective Governing Bodies

- How can the Governing Body of the City be more effective?
 - Attend local, regional, state, national conferences?
 - Team building and retreats? One to One member meetings?
 - Request more data on City services? Dashboards?
 - Council meetings out in the community?
 - Strategic planning (3 to 5 yrs)? Facilities master planning (1 to 10 yrs)?
 - Communication with community and/or internally?

Norms

What are they?

- Agreed upon expectations of one another
 - Identified need for guidance
 - Areas where policy is unclear

Why do we need them?

- Norms are important for interaction between
 - Governing Body members
 - Governing Body and City Manager/Staff
- Establish baseline civility
- Increase productivity/efficiency
- Focus on mission, not individual needs
- Result = Effective leadership

Norms

- Board Meetings
 - Respectful treatment of each other in Council meetings
 - Avoid personalizing
 - Minimize interpersonal conflicts in front of the public
 - Governing Body does not evaluate staff in public
 - Establish procedures for creation of and order of agenda
 - How engage community in your meetings?
 - Board speaks with one voice when providing direction or seeking information

Norms

Interaction with City Manager and City staff

- Governing Body is the “eyes and ears”, City Manager, Appointees, and staff are “hands and feet”
- Reminder: City Manager responsible for employees
- How and when to communicate with the City Manager?
 - Who and when is appropriate to call?
 - Consider how to respect each other’s time and resources
 - What is a reasonable response time?
 - Periodic email updates from City Manager?
- Importance of annual expectations and evaluations of City Manager

Liability Risk

Interaction with City Manager and City staff

- Risks of getting outside your lane (getting involved in operations, employment, assignments, etc.):
 - Whistleblower Protection Act
 - New Mexico Civil Rights Act
 - Section 1983, Federal Civil Rights Act
 - EEOC and NM Human Rights Act Discrimination and/or Retaliation Complaints
 - Workplace Environment Complaints/Investigations
 - Other litigation

Next Steps

Follow up authorized by NMSIF:

- **March 24th meeting** – In-person follow up to gauge compliance with training
 - Meet individually with any governing body members prior to meeting to assess issues, solutions, 1-year priorities for the City
- **April 28th meeting** – introduce concept of custom City Manager evaluation tool and 1-year priorities
- **June work session** – meeting to finalize City Manager evaluation tool with 1-year (and beyond) priorities

Topics
Covered,
Questions,
Discussion

- Roles
- Effective Leadership
- Norms & Next Steps

Geno Zamora, Esq.
(505) 986-2900
geno@ortiz-zamora.com

ORTIZ & ZAMORA
Attorneys at Law, LLC



Understanding Transparency and Ethics Obligations for City of Rio Communities

Presented to the Governing Body

February 24, 2025

Geno Zamora, Esq.

Through NMSIF Agency Assist Program



ORTIZ & ZAMORA
Attorneys at Law, LLC

Laws/Practices to Be Reviewed

- New Mexico Open Meetings Act (OMA), § 10-15-1, et seq.
- New Mexico Inspection of Public Records Act (IPRA), § 14-2-1, et seq. – **IPRA Case Law**
- New Mexico Governmental Conduct Act, § 10-16-1, et seq.
- Local ethics code recommendations

OMA Important Provisions

- **Decisions must be made in open meetings (§10-15-1(A)):**
 - Public entitled to the greatest possible information including the official acts of officers and employees
 - Formulation of public policy or the conduct of business by vote shall be done in open meetings
 - All persons shall be permitted to attend and listen, reasonable efforts shall be made to accommodate use of audio and video devices
- **Applies to all meetings with a quorum of members (§10-15-1(D)):**
 - No rolling quorums
 - Meetings of a quorum by email/text/phone included

Open Meetings Act - Agendas

- Meeting notices published 72 hours in advance
 - No amendments within 72 hours
 - Publication required on website
- Meeting Notices shall contain an agenda with a list of specific items of business to be discussed or transacted (§10-15-1(F))
 - Agenda order
 - Creation of agenda
- Emergency Meetings
 - AG must be informed of emergency meetings within 10 days after the emergency meeting
 - Must be unforeseen circumstances that will likely result in injury or damage to persons or property or substantial financial loss

OMA

-

Important Provisions

- **Minutes (§10-15-1(G)):** The policymaking body shall keep written minutes of all its meetings including:
 - Date, time and place of meeting
 - Names of members in attendance and absent
 - Substance of proposals considered and a record of votes
 - Minutes shall be prepared within 10 days, shall be approved at the next meeting with a quorum and are not official until approved by the policymaking body

Open Meetings Act – Executive Sessions

- Section 10-15-1(H), permitted for:
 - (1) discussions pertaining to **issuance, suspension, renewal or revocation of a license**
 - (2) **Limited personnel matters of any individual public employee**
 - (3) **deliberations** in connection with an administrative adjudicatory proceeding (when determining rights after a trial-type hearing)
 - (5) **Collective bargaining** strategy and negotiations
 - (6) Reviewing **competitive sealed proposals and negotiations** under the Procurement Code, for proposals over \$2,500
 - (7) **Attorney-client privileged** discussions of pending or threatened litigation
 - (8) Discussions of the acquisition or disposal of **real property or water rights**
- **Executive session must be publicly noticed, state specific statutory provision, and state the subject with reasonable specificity. Section 10-15-1(I)**
- **Final action shall occur in an open meeting**

Open Meetings Act – Public Comment

- **Public Comment period**
 - Not required by OMA, but highly recommended
 - Allow reasonable amount of time and diverse perspectives (3 minutes or less)
 - Apply time restrictions uniformly, no special treatment, no sharing of time
 - Cannot control criticism
 - Consider an introductory script in agenda
 - Speak respectfully
 - Try to limit to issues within the authority of the Body
 - Personnel matters should be directed to the City Manager
 - Applies to identified period during meeting not every agenda item
 - Unless ordinances require public comment on specific items (such as land use or new ordinances)
 - Governing Body response to public comment could cause OMA violation

Recent Issues in OMA

- Vague Agenda Items
- Executive Session placeholders
- Discussions during a meeting recess
- Compliance with minutes requirements
- Enforcement of public comment rules
- Properly posted meeting notices
- ATTORNEY GENERAL INQUIRIES
 - Costly – monetarily and public opinion
- **Enforcement and penalties: AG, DA or individual enforcement; penalties include misdemeanor and/or fines, attorneys fees and costs (§10-15-3)**
- **Failure to comply = invalid action (§10-15-3(A))**

OMA and Virtual Meetings

- Previous virtual meeting guidance only applied during Public Health Emergency
- Meetings should now be in-person with infrequent Body member remote attendance
- If a member is attending remotely:
 - Identify yourself at start of meeting and when you speak
 - All votes must be by Roll Call Vote
 - If the audio or video is interrupted the Chair should suspend the discussion until it is operational again.

Open Meetings Act — Best Practices

- **Meeting Notices and Agendas**
 - Publish by 5 pm Friday the week before
 - Include copies of/links to Council packet, minutes, and meeting videos online
 - No additions, only noted deletions, after publishing
- Use specific language in agenda items, including Executive Session
- Post draft meeting minutes online within 10 days, until final minutes are adopted
- NO rolling quorums!

Inspection of Public Records Act (IPRA)

- **Public has the right to inspect public records except for limited exclusions**
 - Records include emails, texts, pictures, videos, etc.
 - Includes draft documents
 - Unless there is a specific exclusion, it is typically public record
 - If the Request is vague or contradictory, you can ask the Requester for Clarity
- **Response Timelines (§ 14-2-8): Immediately or as soon as practicable but not later than 15 days**
- **Enforcement action (§14-2-12): Brought by AG, DA or requestor**
- **Penalties: Damages up to \$100 per day, costs and attorney's fees (§14-2-11)**

Newer IPRA Caselaw

- *Britton v. Office of the AG of N.M.* (2018)
Your search must find all documents!
 - Need trained records custodian with comprehensive compliance procedures
 - Allows for Punitive Damages and Attorneys' Fees for all IPRA litigation
- *Libit v. UNM Foundation, Inc. and the Board of Regents of the University of New Mexico*, Second Judicial District Court, (2018)
 - If you have a private entity fundraising solely for you, their documents and communications regarding that fundraising may be subject to IPRA. – Booster Clubs
- *American Civil Liberties Union of N.M v. Duran*, 2016-NMCA-063
 - You must produce the document even if they already have it

Potential Cost to Municipalities

- Money is becoming the driving force behind IPRA litigation
 - \$130,000 paid by the N.M. Secretary of State's Office
 - \$90,334.49 awarded against Doña Ana County.
 - \$397,659.02 awarded against the N.M. Governor's Office
- **Plus, you are paying your attorneys too!**
 - Typically, no NMSIF coverage

What can we do about the new IPRA cases?

- **Help your Record's Custodians**

- Provide them with the resources and staff to ensure IPRA compliance
- Training – Provide Record's Custodians with the I.T. training and ensure that the I.T. Department plays a role in records searches.
 - It is no longer good enough just to ask for administrators to turn over records. You must find them, if they exist.

- **Use your legal counsel**

- Make sure that your legal counsel is involved in building the IPRA process, especially communications with requestors.
- If the City's employees aren't sure how something in IPRA works, ensure that they have a way to pass a request up to legal counsel.

IPRA - Best Practices

- ALWAYS Use City Email for City Business
 - Avoids a search of your personal email
- Only Use City Cell Phones for City Business
 - Understand implications of using personal cell
- Written Communications Should Always be Professional
 - Write like a 3rd party is going to read your emails
- City should have a centralized public records custodian, with records as primary duty

New Mexico Governmental Conduct Act (GCA)

- General rules for public officers or employees (§10-16-3):
 - Treat their position as public trust and use powers/resources only to advance the public interests, not obtain personal benefits or pursue private interests
 - Conduct themselves in a manner that justifies the confidence placed in them by the people
 - Full disclosure of real or potential conflicts of interest shall be a guiding principle for determining appropriate conduct
 - Make reasonable efforts to avoid undue influence and abuse of office

NMGCA (cont.)

- Prohibited Political activities (§10-16-3.1):
 - No coercion to contribute, vote or participate in political activity
 - No threats to deny promotion or pay increase
 - No requiring employee contribution or event ticket
 - No advising an employee to take part in political activity
 - No use of governmental property for non-authorized purposes

Official Acts Involving Personal Interest

- Official Acts for personal financial interest prohibited (§10-16-4):
 - Knowing and willful violation is a 4th degree felony
 - Public officer or employee is disqualified from engaging in any official act directly affecting their financial interest
- Strict limitations on contracts with Governing Body family members (§10-16-7):
 - Officer must disclose own or family member's substantial interest in a contractor
 - Procurement must be by competitive process
 - Family = spouse, parents, children or siblings

NMGCA (cont.)

- Other important provisions:
 - No honoraria for speeches/service relating to performance of public duties (up to \$100 and expenses ok) §10-16-4.1
 - Disclosure of outside employment (officials and employees) §10-16-4.2
 - No use of confidential information for private gain §10-16-6
 - Prohibited bidding if participated in preparation of bid §10-16-13

NMGCA (cont.)

- Enforcement and additional penalties (§ 10-16-14, 17, 18):
 - Enforced by State Ethics Commission
 - May be referred to AG or DA for civil or criminal action
 - Penalties: discipline, dismissal, demotion or suspension
 - Criminal penalties include misdemeanor (unless otherwise specified) and up to \$1,000 fine
 - 4th degree felony for official act for financial gain
 - Civil penalties of \$250 per violation up to \$5,000

Ethics

Best Practices

- Avoid conflicts and improper interactions with employees
- Abstain from decisions affecting personal financial interests
- Be careful with political campaigns
- Public disclosures of financial interests, non-profit, memberships and gifts received

City Ethics Code or Code of Conduct

- Recommendation: consider a separate ethics code/code of conduct consistent with Governmental Conduct Act
- Typical local codes address:
 - Disclosures
 - Annual disclosure form – Employer, businesses owned, board membership
 - Gift limits and written reporting
 - Localized conflicts
 - Process for complaint/investigation
 - Ethics panel to review complaints

Topics Covered, Questions, Discussion

- New Mexico Open Meetings Act
- New Mexico Inspection of Public Records Act
- New Mexico Governmental Conduct Act

Geno Zamora, Esq.

(505) 986-2900

geno@ortiz-zamora.com



ORTIZ & ZAMORA
Attorneys at Law, LLC



Rio Communities, NM

Check Register

Packet: APPKT01442 - AP March 10 2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK CODE-AP BANK CODE						
VEN04844	AT & T Mobility	03/05/2025	Regular	0.00	1,477.14	4824
VEN04249	Comcast Business	03/05/2025	Regular	0.00	568.27	4825
VEN04260	Craig Independent Tire Co.	03/05/2025	Regular	0.00	372.32	4826
VEN04398	Melloy Ford	03/05/2025	Regular	0.00	28,777.00	4827
VEN04417	Napa Auto Parts	03/05/2025	Regular	0.00	545.79	4828
VEN04448	NM Gas Co	03/05/2025	Regular	0.00	1,211.68	4829
VEN04460	NMDOH-EMS Bureau	03/05/2025	Regular	0.00	90.00	4830
VEN04468	Ortega and Son's Propane Services,	03/05/2025	Regular	0.00	361.60	4831
VEN04481	PNM	03/05/2025	Regular	0.00	131.03	4832
VEN04598	Wells Fargo Financial Leasing	03/05/2025	Regular	0.00	207.70	4833
VEN04603	Woodlands Hardware	03/05/2025	Regular	0.00	215.99	4834
VEN04185	Amazon Business	03/05/2025	EFT	0.00	564.55	101151
VEN04853	Aqua3, LLC.	03/05/2025	EFT	0.00	84.00	101152
VEN04620	HDR Engineering, Inc.	03/05/2025	EFT	0.00	14,049.80	101153
VEN04680	HEI, Inc	03/05/2025	EFT	0.00	1,213.26	101154
VEN04702	Linde Gas & Equipment Inc.	03/05/2025	EFT	0.00	405.51	101155
VEN04806	McKesson Medical-Surgical Governr	03/05/2025	EFT	0.00	173.43	101156
VEN04527	Sharp Electronics Corporation	03/05/2025	EFT	0.00	4,270.12	101157
VEN04728	Shred-it US JV LLC	03/05/2025	EFT	0.00	196.40	101158
VEN04869	The Printers Press Inc.	03/05/2025	EFT	0.00	107.63	101159
VEN04249	Comcast Business	03/05/2025	Bank Draft	0.00	1,249.14	DFT0001483

Bank Code AP BANK CODE Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	11	0.00	33,958.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	1	0.00	1,249.14
EFT's	19	9	0.00	21,064.70
	37	21	0.00	56,272.36

Fund Summary

Fund	Name	Period	Amount
99000	Pooled Cash Fund	3/2025	56,272.36
			56,272.36

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:



Rio Communities, NM

Expense Approval Report

By Fund

Payment Dates 3/5/2025 - 3/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
HCA Health Care Authority	INV0005628	02/24/2025	DENTAL	11000-0001-22055	441.83
HCA Health Care Authority	INV0005629	02/24/2025	DISABILITY	11000-0001-22075	48.87
Globe Life & Accident Insuran	INV0005630	02/24/2025	GLOBE LIFE INSURANCE	11000-0001-22080	56.00
HCA Health Care Authority	INV0005631	02/24/2025	HEALTH	11000-0001-22050	6,940.00
HCA Health Care Authority	INV0005632	02/24/2025	VISION	11000-0001-22060	80.81
State of New Mexico Child Su	INV0005636	02/24/2025	Case ID 000177753	11000-0001-22040	138.46
Woodlands Hardware	015802/1	03/05/2025	General Supplies	11000-3001-56020	144.46
Amazon Business	1114-JWGY-VMCN	03/05/2025	Binder Dividers, 2in Binder,1in	11000-3001-56020	86.56
Amazon Business	137W-777R-D7VQ	03/05/2025	Office Supplies, Field Equipme	11000-3001-56020	11.51
Amazon Business	137W-777R-D7VQ	03/05/2025	Office Supplies, Field Equipme	11000-3001-56030	11.40
Amazon Business	137W-777R-D7VQ	03/05/2025	Office Supplies, Field Equipme	11000-3001-56110	9.08
Amazon Business	13D4-NHQB-QQJR	03/05/2025	Fargo 45000 YMCKO Ribbon a	11000-2002-56040	80.00
Craig Independent Tire Co.	155450	03/05/2025	Driver side rear tire replacem	11000-5101-54040	372.32
Amazon Business	1D4M-FGHL-CTXG	03/05/2025	Office Supplies, Field Equipme	11000-3001-56020	131.69
Amazon Business	1D4M-FGHL-CTXG	03/05/2025	Office Supplies, Field Equipme	11000-3001-56030	130.40
Amazon Business	1D4M-FGHL-CTXG	03/05/2025	Office Supplies, Field Equipme	11000-3001-56110	103.91
AT & T Mobility	287334080861X02262025	03/05/2025	City Manager Dept Cell Phone	11000-2001-56040	285.03
AT & T Mobility	287334080861X02262025	03/05/2025	Police Telecommunications	11000-3001-57160	659.88
AT & T Mobility	287334080861X02262025	03/05/2025	Public Works Phones	11000-5101-56040	99.84
Wells Fargo Financial Leasing	5033132968	03/05/2025	CH Server Lease	11000-2002-57130	172.87
Wells Fargo Financial Leasing	5033243840	03/05/2025	CH Server Lease	11000-2002-57130	34.83
Shred-it US JV LLC	8010000223	03/05/2025	Document Shredding Services	11000-2002-55999	196.40
Sharp Electronics Corporation	9005211318	03/05/2025	Finance Department Copies	11000-2004-57090	254.29
Sharp Electronics Corporation	9005228470	03/05/2025	City Hall & Fire Dept. VOIP	11000-2002-55030	679.83
Sharp Electronics Corporation	9005229020	03/05/2025	Desktop MGMT SHARP IT	11000-2002-55030	225.00
Sharp Electronics Corporation	9005231029	03/05/2025	Contract# 800595693 - CH Hel	11000-2002-55030	549.00
Sharp Electronics Corporation	9005231030	03/05/2025	Cloud Storage - PD	11000-3001-56010	1,261.00
Aqua3, LLC.	9327792	03/05/2025	24 Pack Cases of Water (4/mo	11000-2002-56060	84.00
The Printers Press Inc.	96176	03/05/2025	Carbon Copy Tow Sheet	11000-3001-56020	107.63
Comcast Business	INV0005644	03/05/2025	City Hall -Fiber	11000-2002-57160	568.27
NM Gas Co	INV0005645	03/05/2025	Gas - Utilities	11000-2002-57171	1,211.68
Comcast Business	INV0005642	03/18/2025	City Hall Telecommunications	11000-2002-57160	624.57
PNM	INV0005648	03/18/2025	CH-Electricity-Utilities	11000-2002-57170	91.75
PNM	INV0005649	03/18/2025	CH-Electricity-Utilities	11000-2002-57170	39.28
Comcast Business	INV0005651	03/18/2025	City Hall -Fiber	11000-2002-57160	624.57
Fund 11000 - General Operating Fund Total:					16,557.02
Fund: 20900 - Fire Protection					
Woodlands Hardware	015786/1	03/05/2025	station and unit supplies open	20900-3002-54060	64.51
Woodlands Hardware	015812/1	03/05/2025	Various Supplies	20900-3002-56030	7.02
McKesson Medical-Surgical G	23361629	03/05/2025	Medical supplies	20900-3002-56070	173.43
AT & T Mobility	287334080861X02262025	03/05/2025	Fire Phones	20900-3002-56040	277.47
Linde Gas & Equipment Inc.	46999980	03/05/2025	Oxygen Bottles	20900-3002-56030	198.14
Linde Gas & Equipment Inc.	48114194	03/05/2025	Oxygen Bottles	20900-3002-56030	203.66
Linde Gas & Equipment Inc.	48310887	03/05/2025	Oxygen Bottles	20900-3002-56030	3.71
Ortega and Son's Propane Ser	50814	03/05/2025	Propane for Tierra Grande Sta	20900-3002-57172	361.60
Napa Auto Parts	544490	03/05/2025	Auto Supplies	20900-3002-54040	168.75
Napa Auto Parts	544714	03/05/2025	supplies	20900-3002-56999	377.04
Sharp Electronics Corporation	9005231028	03/05/2025	Fire Dept Help Desk & Server	20900-3002-55030	1,301.00
Fund 20900 - Fire Protection Total:					3,136.33
Fund: 29700 - County EMS GRT					
AT & T Mobility	287334080861X02262025	03/05/2025	EMT Phones	29700-2002-56040	154.92

Expense Approval Report

Payment Dates: 3/5/2025 - 3/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NMDOH-EMS Bureau	EM53384	03/05/2025	EMS Renewal	29700-2002-57150	90.00
Fund 29700 - County EMS GRT Total:					244.92
Fund: 30300 - State Legislative Appropriation Project					
Melloy Ford	FF25022	03/05/2025	2024 Ford Maverick XL, AWD,	30300-2002-58080	28,777.00
Fund 30300 - State Legislative Appropriation Project Total:					28,777.00
Fund: 30400 - Road/Street Projects					
HDR Engineering, Inc.	1200700288	03/05/2025	Task 1 - Project Administratio	30400-2002-58090	1,464.40
HDR Engineering, Inc.	1200700288	03/05/2025	GRT 7.625%	30400-2002-58090	995.40
HDR Engineering, Inc.	1200700288	03/05/2025	Task 3 - Preliminary & Final D	30400-2002-58090	11,590.00
Fund 30400 - Road/Street Projects Total:					14,049.80
Fund: 39900 - Other Capital Projects					
HEI, Inc	SRVCE012132	03/05/2025	Exterior Signs for Marque and	39900-2002-55030	1,213.26
Fund 39900 - Other Capital Projects Total:					1,213.26
Grand Total:					63,978.33

Report Summary**Fund Summary**

Fund	Payment Amount
11000 - General Operating Fund	16,557.02
20900 - Fire Protection	3,136.33
29700 - County EMS GRT	244.92
30300 - State Legislative Appropriation Project	28,777.00
30400 - Road/Street Projects	14,049.80
39900 - Other Capital Projects	1,213.26
Grand Total:	63,978.33

Account Summary

Account Number	Account Name	Payment Amount
11000-0001-22040	Garnishments Payable	138.46
11000-0001-22050	Healthcare Insurance Pa	6,940.00
11000-0001-22055	Dental Insurance Payabl	441.83
11000-0001-22060	Vision Insurance Payable	80.81
11000-0001-22075	Disability Payable	48.87
11000-0001-22080	Miscellaneous Employee	56.00
11000-2001-56040	Supplies-Furniture/Fixtu	285.03
11000-2002-55030	Contract - Professional S	1,453.83
11000-2002-55999	Contract - Other Service	196.40
11000-2002-56040	Supplies-Furniture/Fixtu	80.00
11000-2002-56060	Supplies - Kitchen	84.00
11000-2002-57130	Rent of Equipment/Mac	207.70
11000-2002-57160	Telecommunications	1,817.41
11000-2002-57170	Utilities - Electricity	131.03
11000-2002-57171	Utilities - Natural Gas	1,211.68
11000-2004-57090	Printing/Publishing/Adv	254.29
11000-3001-56010	Software	1,261.00
11000-3001-56020	Supplies - General Office	481.85
11000-3001-56030	Supplies - Field Supplies	141.80
11000-3001-56110	Supplies - Uniforms/Line	112.99
11000-3001-57160	Telecommunications	659.88
11000-5101-54040	Maintenance & Repairs -	372.32
11000-5101-56040	Supplies-Furniture/Fixtu	99.84
20900-3002-54040	Maintenance & Repairs -	168.75
20900-3002-54060	Maintenance Supplies	64.51
20900-3002-55030	Contract - Professional S	1,301.00
20900-3002-56030	Supplies - Field Supplies	412.53
20900-3002-56040	Supplies-Furniture/Fixtu	277.47
20900-3002-56070	Supplies - Medical	173.43
20900-3002-56999	Supplies - Other	377.04
20900-3002-57172	Utilities - Propane/Butan	361.60
29700-2002-56040	Supplies-Furniture/Fixtu	154.92
29700-2002-57150	Subscriptions & Dues	90.00
30300-2002-58080	Vehides	28,777.00
30400-2002-58090	Roadways/Bridges	14,049.80
39900-2002-55030	Contract - Professional S	1,213.26
Grand Total:		63,978.33

Project Account Summary

Project Account Key	Payment Amount
None	48,715.27
H3256-40000	1,213.26
H3370-50000	14,049.80
Grand Total:	63,978.33

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

Good Afternoon Dr. Moore,

I just wanted to send you an update on what I know on the Founders Way project. I spoke with Mike Martinez this afternoon and he told me that he finally received the Access Permits, so he was able to submit for the Traffic Control Permit yesterday. He was still waiting for a response on his TC permit. I told him that we should try and schedule the Pre-Construction Meeting next week. He did mention that Margaret from the NMDOT told him that they needed to have message boards up 2 weeks prior to construction. I would say at least if they are working within the NMDOT ROW (they may be able to work outside of the NMDOT ROW prior to the 2 weeks). I know that Mike wants to be working as soon as possible. I will try calling him again tomorrow to see if we can try and set up the Pre-Con next week.

Do you have any specific days next week that will work for you?

Regards,

Chris Sanchez,

Senior Inspector, SC, RSO

HDR

2155 Louisiana Blvd. NE Suite 3000

Albuquerque, NM 87110

D 505.830.5456 M 505.681.7469

christopher.sanchez@hdrinc.com

hdrinc.com/follow-us

Budget Calendar

Fiscal Year 2025 / 2026

- **March**

- March 4th, Department head meeting on Budget
- March 12th, Department head meeting on Budget
- March 24th, Budget Revenue Workshop with City Council
- March 31st, Department Expense Budgets submitted to the City Manager

- **April**

- April 14th, Budget Workshop with City Council
- April 28th, Budget Hearing with City Council

- **May**

- May 12th, Budget Hearing and Council Approval of Interim Budget (tentative), 6 p.m.
- May 30th, Interim Budget submittal to DFA (tentative)

- **June**

- June 1st, Interim FY 2024 Budget to DFA/LGD - deadline

- **July**

- July 14th, BAR, Final Quarter FY 25 and Budget Resolutions Council approval
- July 25th Final Quarter Reports FY 25 and Final Budget submitted to DFA
- July 30th Deadline to submit to DFA/LGD
- Final FY 2026 Budget review and approval by DFA/LGD

CITY OF RIO COMMUNITIES, NEW MEXICO

NOTICE OF INTENT TO ADOPT AND GENERAL SUMMARY OF CITY OF RIO
COMMUNITIES ORDINANCE NO. ____, AN ORDINANCE OF THE CITY OF RIO
COMMUNITIES ADOPTING AN AMENDED AND RESTATED SOLID WASTE
COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF RIO COMMUNITIES
AND UNIVERSAL WASTE SYSTEMS, INC.

Notice is hereby given that on the 24th day of March, 2025, the City of Rio Communities, at its regular meeting of the city council to be held at 6:00 p.m. at City Hall, 360 Rio Communities Blvd., Rio Communities, NM, the city council will consider adoption of the above-titled ordinance ("the Ordinance").

General Summary of the Ordinance. The Ordinance will adopt a Franchise Agreement ("Franchise" or "Agreement") between the City of Rio Communities ("City") and Universal Waste Systems, Inc. ("UWS") and will repeal all previous agreements.

More specifically, the Ordinance will grant to UWS the exclusive right to perform all solid waste collection, disposal and management of all residential, commercial and roll off services for residents, businesses and other enterprises located within the city except as specifically limited in the Agreement. The Ordinance recognizes that the City has the authority to grant such a Franchise. The Ordinance establishes that the City and UWS shall comply with the terms of the City Ordinance 2019-69 Chapter 11 Article 4 Solid Waste and/or disposal management. The Ordinance provides that neither the City nor UWS 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1, et seq., NMSA 1978, as amended. The Ordinance provides for UWS to establish a curbside recycling program and to establish specific routes for the collection of waste and recyclables. The Ordinance prides for a franchise fee, payable to the city under the terms of the Ordinance.

This is a general summary only. Interested people should review the Ordinance to determine its full contents.

Effective date: The Ordinance will go into effect five (5) days after it has been adopted and published.

Copies of the Ordinance: Copies of the entire ordinance are available for inspection and copying at the Office of the Municipal Clerk, 360 Rio Communities Blvd., Rio Communities, NM. The Ordinance is also available at the City's website.

**Application for a Special Use Permit
City of Rio Communities, NM**

Page 1

Instructions

This application form is required to initiate a review by the City Planning and Zoning Commission at a regular business meeting for recommendation to the City Council granting a Special Use Permit. This form must be completed and submitted with the required administrative fee to the Municipal Clerk.

Applicant Information

Applicant Name: Kane Ouels c/o OCC ABQ LLC

Mailing Address: 315 San Pedro Dr NE, Suite B Albuquerque, NM 87108

Phone Number: [REDACTED]

Please call Patti Rios for this submission [REDACTED]

General Information

Type of Conditional Use (check as appropriate): If unknown, please don't check any box.

☒ Permanent Special Use

☐ Renewable Special Use

Location of property that is subject of the request (physical address and legal description):

300 Rio Communities Blvd, Rio Communities

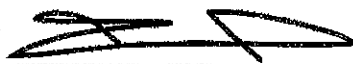
Parcel Number 1-009-027-440-440-000000

Current zoning of the property: C-2

Required Attachments

1. A written statement describing existing and future land use of the property with reference to Guidelines in (Article 4-7-4 Rio Communities Zoning Ordinance.)
2. A site plan showing location of structures on the property and on contiguous properties, easements and right-of-way, and other relevant information. Proposed future improvements of the property should be indicated if possible.

Procedural Information

Signature of Applicant: 

Date: 5/24/24

Application Received By:

Date:

Action Taken:

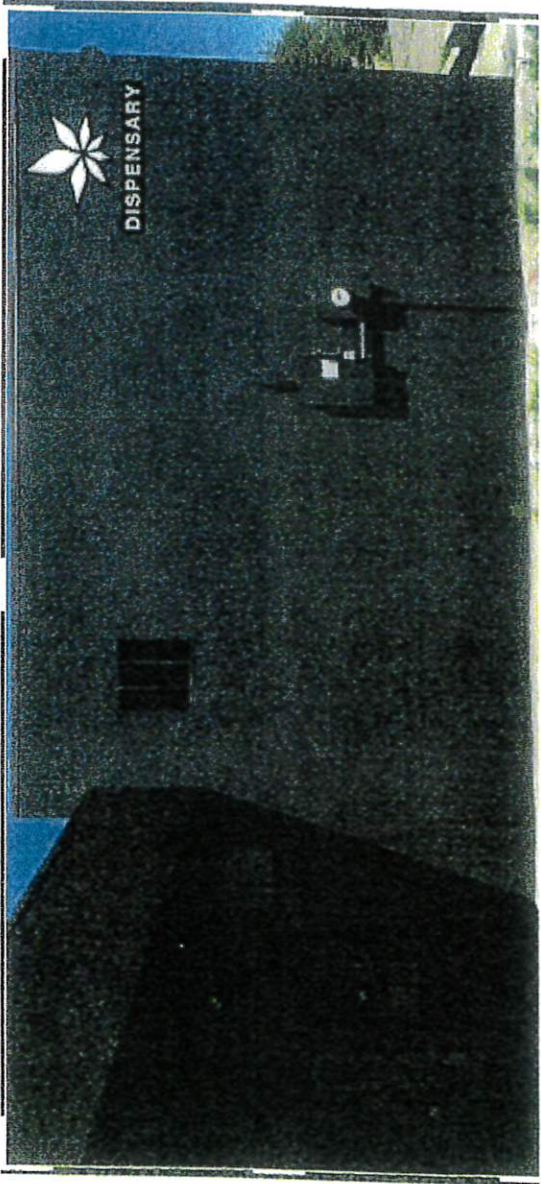
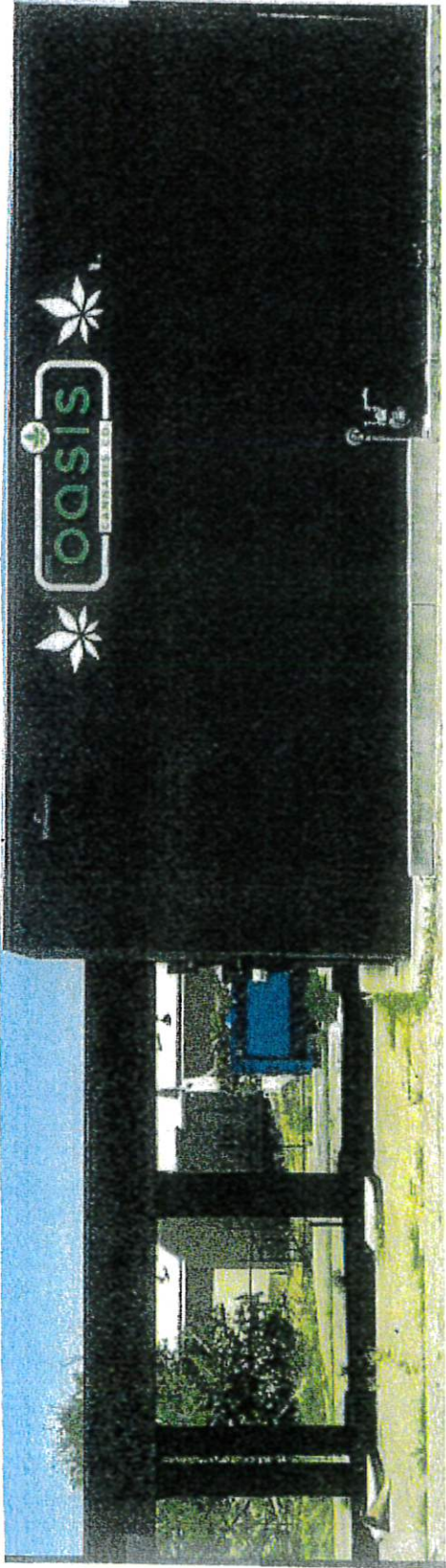
Effective Date:

Expiration Date for Renewable Special Use Permit:

NOTE: Special conditions assigned to this application must be attached in written form with this application.

300 RIO COMMUNITIES BLVD, RIO COMMUNITIES	<div data-bbox="203 1392 245 1900">LIGHTING AND SIGNAGE</div> <div data-bbox="203 1018 261 1255"> Weeds. <small>weedsaream</small> </div> <div data-bbox="102 814 138 974">LEGEND</div>
---	---

4-7-4 (B)(4): LIGHTING AND SIGNAGE DESCRIPTION: Tenant will install wall-mounted plans according to this design and plan





Parcel Number 1-009-027-440-440-000000 Legal Summary Subdf: LAND OF RANCHERS STATE BANK Tract: A 0.66 ACRE 1999 REV
 Drainage: Tenant will not change the existing drainage of the building. The parking lot will be cleaned repaired and restriped. This property is Zone X a 500 year flood zone.

This digital copy of your license is to be used for limited purposes only and does not replace the official license issued and mailed by the New Mexico Regulation and Licensing Department. This digital copy may be used for insurance credentialing or for other limited purposes when an official license is not available. This digital copy should not be used for public display, except for temporary purposes, if the license is required to be displayed at the licensee's primary place of business. Additional copies or replacements of an official license may be ordered for a fee online through the licensing portal.

State of New Mexico



**Regulation & Licensing Department
Cannabis Control Division**

HEREBY CERTIFIES THAT

OCC ABQ LLC

DBA: Oasis Cannabis Belen

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS
PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE
OF NEW MEXICO AS A

Cannabis Retailer

Retail

**300 Rio Communities
Belen, NM, 87002**

License No. RTLR-2022-0184-PRM-0025 Issued 07/10/2024 Expires 02/28/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

OCC ABQ, LLC
6535291

the above named entity, a Company organized under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Limited Liability Company, under the

Limited Liability Company Act

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

having filed its Articles of Organization on July 12, 2021, and Certificate of Organization issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **June 24, 2024**

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



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Certificate Validation #: 0091378

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Validation option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under Certificate Validation.



OASIS DISPENSARY
10412 MENAUL BLVD NE
ALBUQUERQUE, NM 87112-2408

March 9, 2022
NM Business Tax ID:
03-580812-00-8
Letter ID: L1412815792

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 09-Mar-2022	IDENTIFICATION NUMBER 03580812008-GRT	Business Start Date 09-Mar-2022
Business Location 6311 LOMAS BLVD NE		Business End Date
City and State ALBUQUERQUE, NM	Zip Code 87110-6701	
Taxpayer Name OCC ABQ LLC	Taxpayer Type LLC	
Firm Name OASIS DISPENSARY	Filing Frequency Monthly	
Mailing Address 10412 MENAUL BLVD NE		
City and State ALBUQUERQUE, NM	Zip Code 87112-2408	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 09-Mar-2022	IDENTIFICATION NUMBER 03580812008-GRT	Business Start Date 09-Mar-2022
Business Location 6311 LOMAS BLVD NE		Business End Date
City and State ALBUQUERQUE, NM	Zip Code 87110-6701	
Taxpayer Name OCC ABQ LLC	Taxpayer Type LLC	
Firm Name OASIS DISPENSARY	Filing Frequency Monthly	
Mailing Address 10412 MENAUL BLVD NE		
City and State ALBUQUERQUE, NM	Zip Code 87112-2408	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

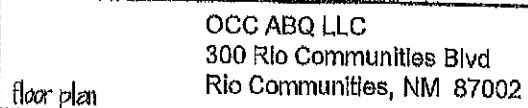
By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

Total Square Footage = 1676 15 Parking Spaces 470 Square Feet of Retail Space





Parcel Number 1-009-027-440-440-000000 Legal Summary Subdf: LAND OF RANCHERS STATE BANK Track A 0.66 ACRE 1999 REV

View of existing parking

300 RIO COMMUNITIES BLVD, RIO COMMUNITIES

LOT DETAIL, AERIAL VIEW



LEGEND

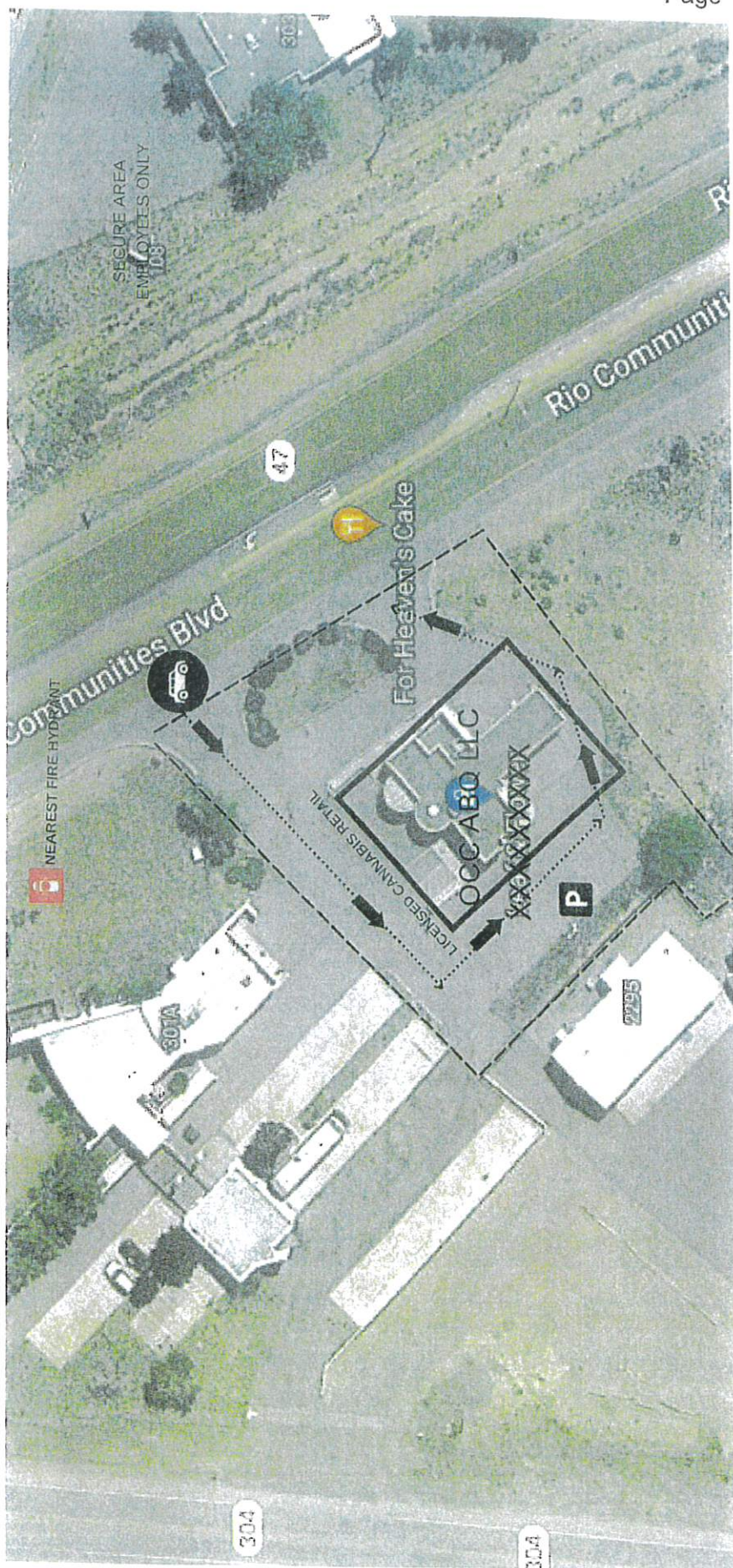
--- Lot Line

Licensed Premises

Traffic Flow

Parcel Number 1-009-027-440-440-000000 Legal Summary Subd: LAND OF RANCHERS STATE BANK Tract: A 0.66 ACRE 1999 REV

TRAFFIC FLOW: Tenant will use the existing traffic flow allowing traffic to enter through the northern driveway, through the parking lot around the the building and exiting from the southern driveway. Parking for staff and customers is available in existing parking spaces (10) on the southwest edge of the property. Traffic flow and parking will be used as-is and require no change.



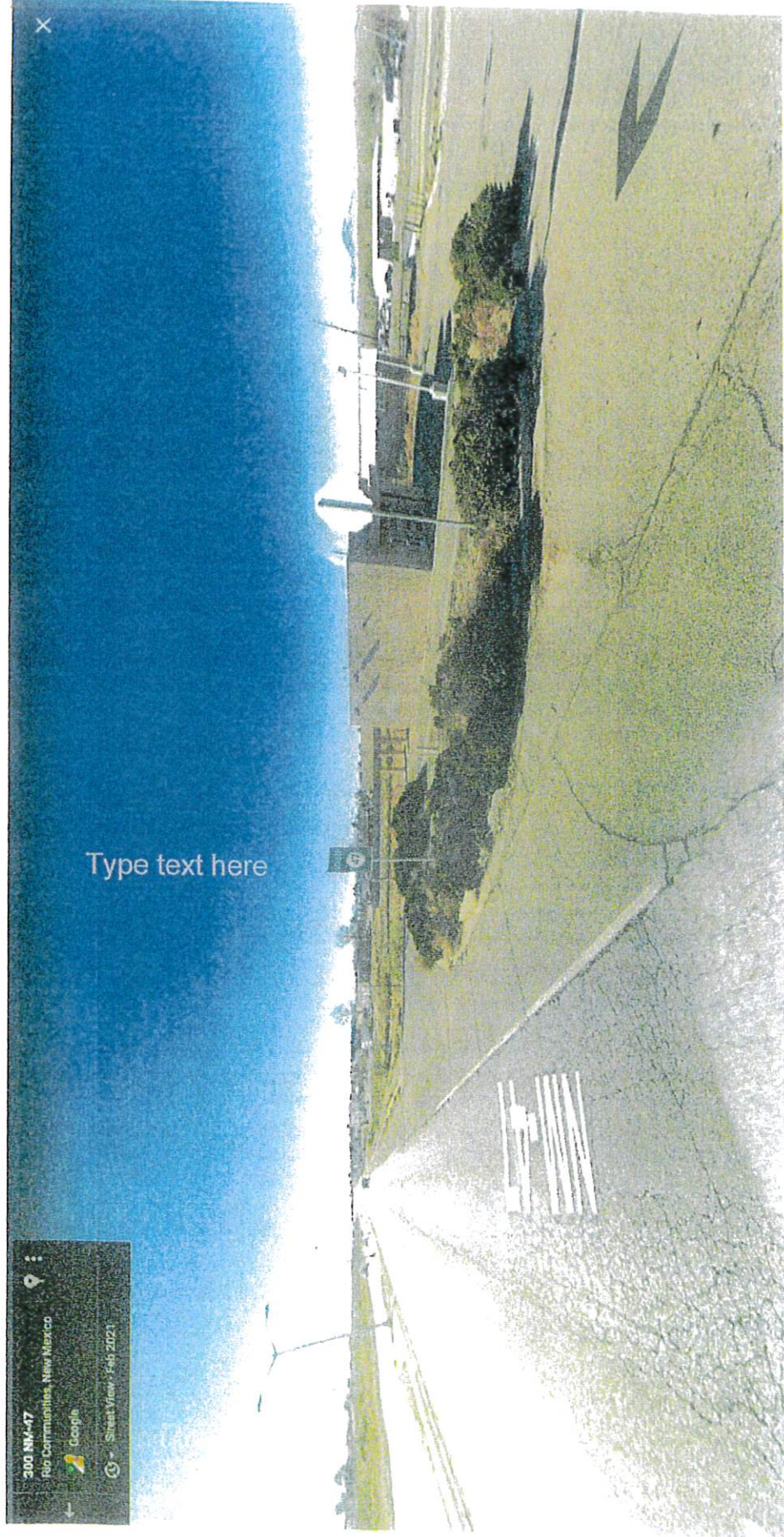
300 RIO COMMUNITIES BLVD, RIO COMMUNITIES

LEGEND

LANDSCAPING PLAN



4-7-4 (B)(3): LANDSCAPING AND OPEN SPACE DESCRIPTION: The streetscape is currently a xeriscaped median between the entrance and exit driveways. Tenant will maintain existing landscaping as-is. All other parts of the property are paved. Existing Landscape will be cleaned and all dead and dying shrubs will be removed and decorative gravel added.



300 RIO COMMUNITIES BLVD, RIO COMMUNITIES

LEGEND

LIGHTING AND SIGNAGE



4-7-4 (B)(4): LIGHTING AND SIGNAGE DESCRIPTION: Tenant will install wall-mounted plans according to this design and plan



Confirmation Number: 13665988**New Mexico**City of Rio
Communities**Transaction Details**

General

NA

COURTS

NA**Credit Card Payment Address Information**

Order Number	13665988
Customer Name	Pattie Rios
Email Address	
Address	po box 127 Placitas , NM 87043
Phone Number	(505) 615-0202
Credit Card Number	414709XXXXXX0447
Credit Card Type	Visa
Expiration Date	1226
Operator Name	
Transaction Time	12/16/2024 12:49:31 PM
Authorization Code	08084D
Convenience Fee Authorization Code	
Transaction ID	5a48ebc349e73f3aa095a8207c5ffa78
Purchase Type	sale
Agency Total	250.00
Convenience Fee	\$7.50
Total Amount Charged to Card	257.50

ONE OR BOTH CHARGES WILL APPEAR AS PAYGOV.US ON YOUR CARD STATEMENT.

For questions about this payment, please call (866) 480-8552.

PayGov, LLC

5144 E. Stop 11 Rd. Indianapolis, IN 46237

<http://paygov.us>**Disputing a charge with your credit card company may result in an additional \$40.00 charge.**



CITY OF RIO COMMUNITIES

360 Rio Communities Blvd.
Rio Communities, NM 87002
505-861-6803

March 6, 2025

Memo To: City Council

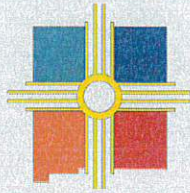
Memo From: Dr Martin D. Moore, City Manager

RE: Request for Authorization Spring 2025 Fiesta (Festival)

The City Council is considering authorization to hold a Spring 2025 Fiesta (Celebration) in May 2025. The following are estimated costs for the event that the City would have to cover. I have included a contingency for unknown or unanticipated costs.

The city's event costs cannot exceed the amount authorized by City Council. The authorization request from the Event Committee is not to exceed request.

Employee Overtime	\$2,127.00
Tents (2)	\$700.00
Jumping House (2)	\$300.00
Banners	\$112.00
Band	\$400.00
DJ	\$400.00
Insurance (Estimate)	\$2,000.00
<hr/>	
Total Known Expense Estimate	\$6,039.00
Contingency	\$2,461.00
<hr/>	
Total Estimated Cost	\$8,500.00



New Mexico DEPARTMENT OF
TRANSPORTATION

Michelle Lujan Grisham, Governor
Ricky Serna, Cabinet Secretary

FOR IMMEDIATE RELEASE

February 28, 2025

Traffic Alert
Intersection Closures in Valencia County
March 3-22, 2025

ALBUQUERQUE- Full intersection closures will take place at NM 304 and NM 47, a key intersection in the City of Rio Communities in Valencia County. The intersections of NM 47 and US 60 and US 60 and the I-25 northbound on-ramp (including NM 116) will continue to operate with minor impacts. These closures are scheduled to occur from March 3 through March 22, on Tuesdays and Thursdays, between 9:00 a.m. and 3:00 p.m. and on Saturdays after 10:00 a.m.

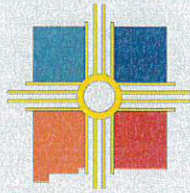
This closure is necessary to facilitate the transportation of wind turbine towers through the state. All work is subject to weather conditions and may be adjusted without prior notice.

The NMDOT appreciates the public's patience and encourages drivers to proceed with caution during this period.

###

NMDOT
Mobility for everyone

Kimberly Gallegos, District-3 PIO | Kimberly.Gallegos@state.nm.us | 505 639 3576



New Mexico DEPARTMENT OF
TRANSPORTATION

Michelle Lujan Grisham, Governor
Ricky Serna, Cabinet Secretary

FOR IMMEDIATE RELEASE

February 28, 2025

Traffic Alert
Intersection Closures in Valencia County
March 3-22, 2025

ALBUQUERQUE- Full intersection closures will take place at NM 304 and NM 47, a key intersection in the City of Rio Communities in Valencia County. The intersections of NM 47 and US 60 and US 60 and the I-25 northbound on-ramp (including NM 116) will continue to operate with minor impacts. These closures are scheduled to occur from March 3 through March 22, on Tuesdays and Thursdays, between 9:00 a.m. and 3:00 p.m. and on Saturdays after 10:00 a.m.

This closure is necessary to facilitate the transportation of wind turbine towers through the state. All work is subject to weather conditions and may be adjusted without prior notice.

The NMDOT appreciates the public's patience and encourages drivers to proceed with caution during this period.

###

NMDOT
Mobility for everyone

Kimberly Gallegos, District-3 PIO | Kimberly.Gallegos@state.nm.us | 505 639 3576

AMENDED AND RESTATED

SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

BETWEEN THE CITY OF RIO COMMUNITIES, NEW MEXICO

AND UNIVERSAL WASTE SYSTEMS, INC.

Governing Body of the City of Rio Communities

Joshua Ramsell, Mayor

**Lawrence Gordon, Mayor Pro-Tem
Thomas Nelson, Councilor**

**Arthur Apodaca, Councilor
Matthew Marquez, Councilor**

Table of Contents

I.	GENERAL PROVISIONS	5
1.	Authority.....	5
2.	Findings.....	5
A.	Collection.....	5
3.	Construction of Agreement.....	5
A.	Headings.....	5
B.	Terms.....	6
C.	Severability.....	6
4.	Exclusive Franchise Agreement for Commercial, and Residential Service and Roll Off Services.....	6
5.	Term and Renewals.....	6
6.	Binding on Successors and Assigns.....	6
7.	Interface with Local Solid Waste Ordinances.....	6
II.	CITY PROVISIONS.....	7
1.	City Solid Waste Ordinance.....	7
2.	Tort Claims Act; City Liability.....	7
III.	CONTRACTOR PROVISIONS.....	7
1.	Areas to be Served; Routes, Schedule.....	7
A.	Areas to be Served.....	7
B.	Routes and Schedule of Collections.....	7
2.	Recycling; Solid Waste Reduction Programs.....	7
A.	Curb-Side Recycling.....	7
3.	Location and Frequency of Collection.....	8
A.	Residential Collection.....	8
B.	Commercial Collection.....	9
4.	Hours of Collection.....	9
5.	Holidays.....	9
6.	Missed Collections.....	9
7.	Interruption/Continuity of Service.....	10
8.	Special Services.....	10
A.	Bulk Items Pickup.....	10
B.	Community Cleanup.....	10
C.	Tire Collection.....	10
D.	Special event Collection.....	10

E.	Green Waste Collection	10
9.	Containers; Size; Providing for.	10
A.	Residential.....	10
B.	Commercial.....	11
10.	Noncompliance with Regulations.	11
11.	Operations.....	11
A.	Service to the City.	11
B.	Necessary Equipment and Containers; Repair and Maintenance.	12
C.	Inspection of Equipment.....	13
D.	Supervision of Employees	13
12.	Performance.	14
A.	Collection and Disposal Performance Bond.	14
13.	Right to Require Performance.	14
14.	Fees	14
A.	14
15.	Books, Records; Access to, Reports.	15
16.	Assignment; Subcontract; Sublease.....	15
17.	Joint and Several Liability.....	15
18.	15
19.	Insurance.....	15
20.	Lawsuits/Litigation.....	16
21.	Waivers.	16
22.	Grace Period.	17
IV.	ADMINISTRATIVE COMPLIANCE	17
1.	Compliance with Law.....	17
2.	Permits; Licenses; Taxes.	17
3.	Status as Independent Contractor.....	17
4.	Training.	17
V.	MUTUAL PROVISIONS.	17
1.	Rates Effective at the beginning of the term of the Agreement.	18
2.	Residential, Commercial, and/or Roll Off and Compactor Rate Changes.....	18
B.	Petition for Unusual or Extraordinary Costs	18
3.	Billing of Accounts; Basis and Method of Payment	18
A.	Responsible Party.....	18

B.	Advanced Billing.....	19
4.	Collection and Enforcement.....	19
A.	Enforcement of the Solid Waste Ordinance.....	19
B.	Petition for an Adjustment to Rates.....	19
5.	Complaints Procedure/Process.....	19
6.	Title to Solid Waste and Recyclable Materials.....	19
7.	Change of Ownership; Sale of Assets; Notice.....	19
8.	Public Rights-of-Way; Use.....	19
9.	Conflict of Interest.....	20
10.	Bankruptcy; Assignment; Trustee.....	20
11.	Force Majeure; Default; Breach; Termination.....	20
12.	Bond/Notes; Contractor's Indebtedness.....	21
VI.	MISCELLANEOUS PROVISIONS.....	21
1.	Effective Date.....	21
2.	Publication and Related Costs.....	21
3.	Notices; Points of Contact.....	21
4.	Discriminatory Practices Prohibited.....	21
5.	Applicable Law.....	22
6.	Merger of Agreements.....	22
7.	Reservation.....	22
	ATTACHMENT I.....	23
	RESIDENTIAL FEE SCHEDULE.....	23
	* The 15% Indigent 1 Discount is available to customers with a documented income that does not exceed 100% of the Federal Poverty Guidelines as published annually by the U.S. Department of Health and Human Services. The 10% Indigent 2 Discount is available to customers with a documented income that does not exceed 133% % of the Federal Poverty Guidelines as published annually by the U.S. Department of Health and Human Services.	23
	COMMERCIAL FEE SCHEDULE.....	24
	ROLL-OFF CONTAINER FEE SCHEDULE.....	25
	AMENDED AND RESTATED.....	26
	SOLID WASTE COLLECTION SERVICES AGREEMENT.....	26
	SIGNATURE PAGE.....	26

I. GENERAL PROVISIONS

WHEREAS, pursuant to Section VI(6) of this Agreement Between the City of Rio Communities, New Mexico and Universal Waste Systems, Inc., (the "Agreement") the Agreement may be amended by mutual written agreement of the Parties, and

WHEREAS the City of Rio Communities, New Mexico ("City") and Universal Waste Systems, Inc. ("UWS")
have agreed to amend and restate the Agreement, and

WHEREAS the City and UWS have agreed to the amended terms set forth herein ("the Amendment");

The City and UWS agree as follows:

1. **Authority.** Pursuant to the provisions of New Mexico Statutes Annotated §3-48-3 et seq. (1978) and Rio Communities Ordinance Chapter 11, Article 4, (the "Solid Waste Ordinance"), the City does hereby retain the services of the Contractor and the Contractor hereby agrees to perform solid waste collection and disposal services for the City for the consideration and upon the terms and conditions set forth In this agreement.

2. **Findings.**

- A. Collection. The City finds that uncontrolled, inadequately controlled and improper collection, transportation, and disposal of solid waste:
 - (1) is a public nuisance and a clear and present danger to the people;
 - (2) provides or creates breeding places for disease-carrying injurious insects, rodents and other pests harmful to the public health, safety and welfare;
 - (3) constitutes a danger to livestock and domestic animals;
 - (4) decreases the value of private and public property, causes pollution, blight and deterioration of the natural beauty and resources of this community and has adverse economic and social effects on the community and its residents.

3. **Construction of Agreement.**

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

- B. Terms. Unless the context otherwise requires: the singular shall include the plural; the plural shall include the singular; male shall include female; female shall include male; “may”, “can,” and “should,” shall be permissive: “must,” “shall,” and “will” shall be mandatory; “or” shall be disjunctive; and “and” shall be conjunctive.
- C. Severability. The provisions of this agreement are severable. If any provision is held invalid, the other provisions shall not be affected thereby but will remain in full force and effect

4. **Exclusive Franchise Agreement for Commercial, and Residential Service and Roll Off Services.** Pursuant to the provisions of City Code Section 11-4-4 A, the City hereby grants, the Contractor the exclusive franchises during the term of this agreement to perform all solid waste collection, disposal and management of all residential, and commercial, and roll off services for residents, businesses and other enterprises located within the City except as limited herein. The City reserves solely unto the City the right to engage in the collection and disposal of solid waste or any other similar activity that may affect this exclusive grant to the Contractor.

The City warrants that it has the authority to make such a grant. The City shall require mandatory collection of solid waste under this agreement for all residents, commercial businesses, or other enterprises located within the City limits as it may provide under its Solid Waste Ordinance.

5. **Term and Renewals.** Subject to termination as herein provided, the term of this Agreement shall be for ten (10) years (the Main Term) with services of the Contractor to commence at 12:01 a.m. on the 1st day of April 1,2025 and expire on March 31, 2035 at 11:59 p.m. This Agreement may be extended without further action by the parties for an additional five (5) years, the Automatic Renewal. Either party may give notice of termination of the automatic renewal not less than one-hundred eighty (180) days prior to the expiration of the Main Term. Once notice of termination of the automatic renewal is given by either party, no further automatic renewals shall occur and this Agreement shall remain in effect only for its remaining term.
6. **Binding on Successors and Assigns.** Subject to any restrictions on the transfer and assignment of the rights granted under this agreement, this agreement will inure to the benefit of, and will be binding on the parties hereto. And their respective successors and assigns.
7. **Interface with Local Solid Waste Ordinances.** The City and the Contractor shall comply with the terms of the City Ordinance 2019-69 Chapter 11 Article 4 Solid Waste and/or disposal management. All terms and phrases used in this agreement shall be interpreted consistent with the provisions in any Solid Waste Ordinance, unless otherwise expressly provided herein.

II. CITY PROVISIONS.

1. **City Solid Waste Ordinance.** City agrees to make such modifications to its Solid Waste Ordinance as shall be necessary to Implement the terms of this agreement where determined to be necessary by the City, including any continuing modification of said Solid Waste Ordinance during the term of this agreement and any optional extension hereof.
2. **Tort Claims Act; City Liability.** By entering into this Agreement, 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by the federal, state, local, or common law of the state of New Mexico. The parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

III. CONTRACTOR PROVISIONS

1. **Areas to be Served; Routes, Schedule.**
 - A. **Areas to be Served.** Service shall be provided to all areas within the corporate limits of the City of Rio Communities and any tracts, territories and areas hereafter annexed to, or acquired by the City of Rio Communities.
 - B. **Routes and Schedule of Collections.** The Contractor shall provide the City with schedules of residential and commercial collection routes and keep such Information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each consumer affected, in a manner and time as is reasonable.
2. **Recycling; Solid Waste Reduction Programs.** The Contractor shall implement a recycling program as follows:
 - A. **Curb-Side Recycling.** Contractor will offer optional monthly collection of customer-separated recyclable materials. Contractor will provide recycling containers to residents as requested for

recyclable materials for curb-side collection.

Contractor shall provide two (2) 8-yard bins for recycling drop off at City Hall at no charge to the City.

Contractor Shall allow Rio Communities residents to use the Conejo Recycling Facility located in Los Lunas, New Mexico free of charge, as long as contractor operates said facility.

This program does not require or mandate recycling by residents of the City Rio Communities.

(1) Acceptable materials for recycling will include:

- Aluminum
- Corrugated cardboard (flattened)
- Junk mail, office paper/newspaper
- Plastics 1-2

(2) Contractor guarantees that all recyclable materials shall be delivered to a recycling facility unless the City of Rio Communities is notified otherwise, and cause for such action is duly justified.

3. Location and Frequency of Collection.

A. Residential Collection. All collections made by Contractor shall be cart service only made at curbside, adjacent to the driving surface on the streets adjoining properties, except where special circumstances warrant otherwise and where approved by the City, All solid waste placed out for collection will be placed no further than 3 feet from the driving surface of the street. The City shall require residents to deliver receptacles to such point for collection and return empty receptacles from said points to the usual place of storage.

(1) Residential solid waste will be collected once per week. Recycling will be collected once per month.

(2) It is the responsibility of the customer to see that solid waste is placed in the cart at curbside on the designated collection day. It is also the responsibility of the customer to bag their trash properly prior to being placed in the cart. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

(3) In the event a residential customer is disabled in such a manner as to make it impossible for the customer to place

the cart at curb-side on the designated collection day and there is no other party either living in the residence or nearby who can perform that task for the disabled customer, Contractor shall make arrangements to retrieve and return the cart to and from the residence. In order to arrange for such service, the disabled customer shall be required to complete a handicapped assistance certification form, copies of which will be logged with the Contractor.

- B. **Commercial Collection.** The Contractor shall have input as to the location of containers on any commercial sites. The Contractor shall provide collection service for the collection of solid waste from commercial units a minimum of once per week, according to the procedure set forth in the Solid Waste Ordinance. All commercial containers, upon the request of the customer, may have a locking mechanism.

- 4. **Hours of Collection.** Normal hours of collection shall be as specified below. Exceptions will be approved by the City only when necessary to complete collection of a route due to unusual circumstances.
 - A. Residential collection shall be between the hours of 7:00 a.m. and 8:00 p.m. on scheduled service days
 - B. Commercial collection shall be between the hours of 6:00 a.m. and 8:00 p.m. on scheduled service days.
- 5. **Holidays.** The Contractor may choose to observe the following holidays, on the officially observed day, as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If the Contractor observes the above listed holidays as non-collection days, then collection shall occur on the next business day. Commercial collections on such holidays shall be performed on the day after the holiday at the option of the Contractor.

The suspension of collection service on any designated holiday in no way relieves the Contractor of the obligation to provide collection service at least once per week. Extending the hours of collection to meet this obligation is subject to the City's approval, which may not be unreasonably withheld.

The contractor shall make every attempt to make customer aware of holiday schedules.

- 6. **Missed Collections.** In the event that a regularly scheduled collection is missed and a complaint is received by either the City or the Contractor, and where no fault can be found on the customers/generator's part, a special collection of the solid waste will be required of the Contractor within 48 hours. The City shall notify the Contractor of any such complaint it receives within 4 business hours.

In the event of missed pickups due to the customer or resident's negligence, at the customer's request special pickup will be made within 48 hours and the customer charged per the applicable rate schedule.

In the event of missed pickup due to acts of God, weather or events outside the control of the Contractor, pickup will be made as soon as possible when conditions are safe to continue service.

- 7. Interruption/Continuity of Service.** An interruption of collection service at the request of a customer due to a vacation or vacancy lasting thirty (30) days or less, will be deemed a continuation of service for the entire month and will not be the subject of a credit on the customer's billing. Interruptions of service requested by the customer, of thirty-one (31) days or greater, will be adjusted on the customer's billing on a pro rata basis.
- 8. Special Services.** The Contractor shall, upon request, provide special services as follows:

 - A. Bulk Items Pickup. The Contractor will provide customer four (4) bulk pick-ups a year, with a limit of two (2) approved items, at no charge to the customer. Customers must request a special pick up at least 48 hours in advance. Bulk items that will be picked up include:

 - Furniture
 - Mattresses
 - Sinks, toilets
 - White goods, such as appliances
 - B. Community Cleanup. The Contractor will provide one (1) 30-yard roll off container at no cost to the City to facilitate monthly cleanups. The City is responsible for staffing events.
 - C. Tire Collection. The Contractor twice (2) a year will provide a 20-yard container to collect tires at a location chosen by the City. The Contractor will not charge the City for the container or the hauling. The City is responsible for staffing the event preparing the tire manifest, and the cost of disposing the tires at the landfill. The Contractor shall invoice the City for the cost of disposing the tires.
 - D. Special event Collection. The Contractor shall provide solid waste containers to support two (2) special events in the City as requested by the City Manager or Mayor.
 - E. Green Waste Collection. Twice (2) per year on specified dates in the spring and autumn, contractor will collect bundled and/or bagged green waste, curbside at no charge to customers.
- 9. Containers; Size; Providing for.**

 - A. Residential. The City shall specify in its Solid Waste Ordinance that each

residential customer shall utilize one ninety-six (96) gallon contractor provided receptacle. Residents may request additional receptacles at the rates provided in the attached rate schedules. Only solid waste contained in the Contractor-provided receptacles will be serviced by the Contractor.

- B. Commercial. The City shall specify In Its Solid Waste Ordinance that each commercial business shall utilize a commercial container provided by the Contractor with collection a minimum of one time per week. The contractor shall provide commercial, industry standard front-end loader dumpster from two to eight cubic yard. The Contractor will provide services a maximum of three (3) times a week with rates as established in the attached rate schedules. Customers requiring more services will be provided additional containers at the rates in the attached rate schedule. The use of compactors shall be the subject of private agreements between the Contractor and users to the extent possible, if not regulated by the Solid Waste Ordinance. When conflicts exist as to the type, size, frequency of collection or a prorated shared service, a code enforcement officer will make the final determination, or the City may specify requirements in the Solid Waste Ordinance.
- C. Customers electing curb-side recycling services shall utilize a contractor provided receptacle. Residents may request additional receptacles at the rates provided in the attached rate schedules. Only recyclable waste contained in the Contractor-provided recycling receptacles will be serviced by the Contractor.

- 10. Noncompliance with Regulations.** Contractor may not collect solid waste from containers that do not conform with the requirements of the City as to size, weight, type, or condition. The Contractor may apply to the City to remove any waste containers placed for collection at sites covered by parties other than Contractor under this exclusive franchise if such containers are not authorized under this agreement, and to replace such unauthorized containers with Contractor's containers, and to notify the owners of such unauthorized containers to arrange to collect them from Contractor. Removal of non-compliant containers shall only occur following application to the City and public hearing by the governing body of the City.

In addition to notifying the owners of unauthorized containers to collect them, Contractor shall reasonably inform the City of all non-standard containers, or of containers which exceed restrictions in weight and size, and shall further place on each such container, or at the residence, a tag indicating the problem with the container.

11. Operations.

- A. Service to the City. The Contractor shall maintain an office/service center within the City limits.

The Contractor shall provide reasonable solid waste collection and disposal

service to the City Government free of charge. Contractor will also provide free commercial dumpster collection and disposal to City owned facilities as identified below:

- City Hall
- Rio Communities Fire Department
- Tierra Grande Fire Department

B. Necessary Equipment and Containers; Repair and Maintenance. Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this agreement. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform with the appropriate American National Standard Institute's standards. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear at a minimum the name and telephone number of the Contractor plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in numbers at least 3 inches high. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste.

- (1) All trucks or other equipment used in collecting solid waste shall be thoroughly cleaned and deodorized or maintained in a sanitary and non-offensive condition.
- (2) The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse its title or right of possession in and to any real or personal property used in the performance of this agreement, without replacing such property with property of comparable serviceability for use in performance of the work required. Any attempt to do so without permission of the City shall constitute a material breach of the agreement.
- (3) The Contractor shall properly maintain all Contractor owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment should be replaced with property in proper operating condition.
- (4) The Contractor will perform all maintenance and repairs upon Contractor provided containers in order to keep them in proper operating order. The Contractor shall maintain, repair, or repaint a container upon the order of a code enforcement officer. The Contractor shall be entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties, from such responsible third parties.

- (5) The Contractor may make private collections with the same vehicles used for collections under this agreement, provided that such use in no way impairs the delivery of service required under this agreement
- C. Inspection of Equipment. The City shall have the right to inspect all vehicles, equipment and containers used by the Contractor in carrying out the requirements of this agreement. Contractor shall promptly perform all corrections of conditions found to be in violation of any City Ordinances or state or federal laws.
- D. Supervision of Employees Contractor shall:
 - (1) employ and retain supervisors and employees who are experienced and qualified to assure performance of this agreement;
 - (2) provide adequate operating and safety training for all of its employees and personnel;
 - (3) furnish, upon the request of the City, information concerning the background and experience of any supervisor, agent or employee of the Contractor.
 - (4) require the appropriate field employees to wear a company uniform clearly labeled with the name of the company and employee. Such clothing will be as neat and clean as circumstances permit. Shirts will be required at all times;
 - (5) allow the City Code Enforcer to make a complaint regarding any employee or agent of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his or her duties, who is unnecessarily noisy or violates the motor vehicle code. Any disciplinary action suggested by the City shall not be binding on the Contractor;
 - (6) require that employees follow regular walkways for pedestrians while on private property; not trespass or loiter on private property; not cross property to adjoining property; and not meddle or tamper with property which does not or should not concern them;
 - (7) require that each employee assigned to drive a vehicle, shall at all times carry a valid commercial driver's license (CDL) for the type of vehicle being driven and the contractor shall perform regular driving record checks yearly from the Department of Motor Vehicles to ensure unsafe drivers are removed from serving the City. Contractor shall be responsible for providing the City notice of any "pull notices," vehicle citations, or vehicle

accidents related to any employee or agent of the contractor:

- (8) assure that each employee that drives or operates vehicles or equipment is properly trained in the operation thereof.

12. Performance.

A. Collection and Disposal Performance Bond.

- (1) Contractor shall furnish a performance bond in a form to be prescribed and approved by the City, payable to the City and conditioned upon the Contractor faithfully performing all of the collection and disposal requirements of this agreement. Said bond must be in the penal sum amount of one hundred thousand dollars (\$100,000).
- (2) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New Mexico. Attorneys-in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or renewal of this agreement, the Contractor shall furnish a performance bond in the same amount, or subsequently negotiate an amount under the same terms as for the initial agreement. The original surety, however, is in no way obligated to extend or renew the bond.
- (3) This agreement shall be subject to termination by the City at any time if said bond shall be canceled, or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City thirty (30) days prior to the effective date of said cancellation. The agreement will not be terminated if, within thirty (30) days of such notice, the Contractor files with the City a similar bond to be effective for the balance of the contract period.

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

14. Fees

- A. Franchise fee. In consideration of the City granting the contractor its franchise, allowing the Contractor to use the City's rights of way, and in exchange for all other valuable consideration, Contractor shall pay the City a franchise fee, which shall be 4% of the amount reported by the Contractor as gross receipts tax as that term is defined under the Gross Receipts and Compensating Use Tax on all fees

collected by the Contractor for services performed during the term of this Agreement. The franchise fee shall be paid on a quarterly basis by the last day of the first month of the subsequent quarter. The franchise fee shall not be in lieu of any state or federal fees, charges, or taxes. On January 1, 2026, the franchise fee shall be paid at 5%. On January 1, 2027, the franchise fee shall be paid at 6% while consumer rates are being collected or until a new or amended contract becomes effective. The franchise fee shall be enacted by ordinance adopting this Amendment and shall be effective as of the beginning of the term of this Amendment.

15. Books, Records; Access to, Reports. The Contractor shall keep detailed, accurate and complete records such reasonable form as the City may require. The City has the right to inspect the same to show compliance with this agreement.

16. Assignment; Subcontract; Sublease. The rights authorized by this agreement are not assignable either voluntarily or by operation of law without the consent of the City and such consent shall not be unreasonably withheld so long as Contractor assigns voluntarily to a parent, a subsidiary or other corporate affiliate. In the event that a receiver is appointed, an assignment for the benefit of creditors is made or the Contractor becomes insolvent or bankrupt, then the rights authorized hereby may be canceled or annulled, and the City shall have the right to provide collection services or substitute another contractor in its place and stead in a manner provided by law immediately. Contractor shall not subcontract the work or business which it has contracted to perform, without the prior written consent of the City. Contractor shall not sublease, assign or transfer any real or personal property or other assets required to perform the provisions of this agreement, without the prior written consent of the City.

17. Joint and Several Liability. If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

18. Hold Harmless and Indemnity Agreement. The Contractor shall hold harmless and indemnify the City, its officers, employees, agents, and attorneys from all claims, liabilities, obligations, losses, and the like, asserted by any third parties arising from or caused by the Contractor's negligence, misrepresentation, fraud, or any other acts of professional malpractice. This indemnity and hold harmless agreement shall include e reimbursement of all attorney's fees, costs, and expenses incurred by the City, its officers, employees, agents, and attorneys in defending any such action.

19. Insurance. The Contractor shall maintain in full force and effect throughout the term of this agreement and throughout any extension or renewal thereof, insurance in the minimum amounts described below. The City shall be named as an additional insured on all insurance policies by endorsement, with the right to approve the specific endorsements for those policies prior to their execution. Employer's liability coverage will be required of the Contractor and *any* subcontractor for any class of employee engaged in work under this agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the City and authorized to do business in the state of New Mexico, and who are rated A,A- (A.M. Best Ratings) or AA+/- (S&P). Coverage shall be on an occurrence basis. All insurance policies shall contain a waiver of subrogation against the City. All insurance policies shall be primary. Coverage shall be on ISO coverage

forms. Deductibles in excess of \$20,000 per claim may only be approved by the City. Coverage shall be as broad as that provided in ISO CG 20 01 04 13. Self-insured retentions must be declared and approved by the City. Automobile coverage shall be ISO Form CA 001 covering Code 1 (any auto) with the limits set forth below.

Fire and extended related coverage and liability insurance for all collection equipment and facilities shall also be provided. Prior to the effective date of this agreement, the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Such policies shall not thereafter be canceled, permitted to expire, or changed without thirty (30) days advance written notice to the City. The failure to have valid policies of insurance in full force and effect at any time during the term of this agreement shall constitute a material breach of this agreement.

Coverage
Minimum Limits of Liability

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 Each accident
General Liability:	
Bodily Injury	\$5,000,000 Each
occurrence	\$10,000,000 Aggregate
Property Damage	\$2,000,000 Each
occurrence	\$10,000,000 Aggregate
Bodily Injury and Property Damage:	
Each occurrence	\$ 5,000,000
Automobile Liability:	\$5,000,000 per accident
	for bodily injury and
	property damage

- 20. Lawsuits/Litigation.** The Contractor shall pay any judgment which may be obtained against the City either alone or jointly with said Contractor, for injury or damage to persons or property by reason of the performance or nonperformance by the Contractor of the terms of this agreement, or in connection with the infringement by the Contractor of any patents. If the City alone shall be sued for such Injury or damage, Contractor shall be provided immediate written notice by the City and Contractor shall tender the claim to the contractor's insurer and appear and defend such action.
- 21. Waivers.** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of

compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

- 22. Grace Period.** In the event that certain requirements contained herein cannot be immediately accomplished or performed by the Contractor upon the execution of this contract, or upon a later date as may be specified herein, and upon notice to the City, it is agreed that there shall be a one (1) month grace period during which the Contractor shall make every effort to come into compliance. During this grace period, the Contractor shall not be in default and the City agrees to take no action to terminate this agreement under the provisions herein, if in the determination of the City the Contractor is making a good faith effort to come into compliance before the expiration of the grace period. The City may extend the grace period for extraordinary circumstances beyond the control of the Contractor, when in the best interest of the City.

IV. ADMINISTRATIVE COMPLIANCE.

- 1. Compliance with Law.** In its performance of the terms and conditions of this agreement, the Contractor shall comply with all City, state and federal laws, ordinances and regulations which are now, or which may hereafter regulate the activities which are the subject of this agreement. The Contractor shall keep informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Contractor shall protect and indemnify the City and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order and decree.
- 2. Permits; Licenses; Taxes.** The Contractor shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the City or other public entities.
- 3. Status as Independent Contractor.** The parties acknowledge and agree that the Contractor shall carry out all the terms of this agreement as an independent Contractor and not as an agent, servant, employee or partner of the City.
- 4. Training.** Contractor shall avail itself and its employees of the training in solid waste management provided from time to time by the New Mexico Environment Department, or by any other recognized entity, and generally keep itself abreast of the advances being made in the field of solid waste disposal.

V. MUTUAL PROVISIONS.

1. Rates Effective at the beginning of the term of the Agreement. The Contractor is authorized to charge reasonable rates for the service to be furnished under this agreement. "Effective at the beginning of the term of the Agreement rates set out on Attachment I for residential services commercial services and roll-off containers shall remain in effect until June 30, 2025."

2. Residential, Commercial, and/or Roll Off and Compactor Rate Changes.

A. Rate Adjustments.

Cost of living Increases. The Adjustment Date, Contractor's rates set forth in the Rate Schedule in Attachment 1, as adjusted hereunder, shall be at the option of the Contractor, adjusted as per the rate schedule in Attachment 1 and annually by the percent change in the average of the Consumer Price Index specifically for the sub index of "Garbage and Trash Collection" only for the preceding January to January period. The rate increase will become effective on January 1st of such calendar year. At least thirty (30) days prior to the Adjustment Date, the Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefore which shall be verified. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

- a. Average CPI index adjustment to be based on the most previous year January to January period) equals percent change for the next year.
- b. CPI adjustments from January 1, 2026 to January 1, 2028 shall be limited to one-half of the CPI as defined herein. Thereafter, CPI increases shall be at the full CPI in accordance with this Agreement.

B. Petition for Unusual or Extraordinary Costs. The Contractor may petition the City at any time for a rate adjustment on the basis of unusual changes in the cost of operations, such as new or revised laws, ordinances or regulations; changes in disposal fees, environmental costs, increases necessitated by force majeure events or for other good reasons. The City shall have the right as a condition for negotiations or approval, to demand inspections by itself or authorized representatives or independent auditors of pertinent records or documents that demonstrate the need for an adjustment to the rates. The City shall conclude all action within ninety (90) days. Failure to conclude action within 90 days may be deemed by the Contractor as an approval.

3. Billing of Accounts; Basis and Method of Payment.

A. Responsible Party. The owner of the real property being served, or the owner's agent shall be the responsible party for billing purposes as provided under subsection A of section 11-4-5 of the City Code. An owner of vacant

land where there is no solid waste collection or disposal services are necessary shall not be required to establish an account with Contractor.

- B. **Advanced Billing.** Contractor may bill residential customers for service three months in advance.

4. Collection and Enforcement.

- A. **Enforcement of the Solid Waste Ordinance.** The Contractor shall notify the City in writing of any customer delinquent over forty-five (45) days at which time Contractor shall have the option to suspend service until such time as the account is paid in full.
- B. **Petition for an Adjustment to Rates.** The Contractor, after due diligence to collect delinquent accounts, may petition for an adjustment to rates because of an increase in the amount of bad debts, pursuant to the Petition for Unusual or Extraordinary Costs section of this agreement.

- 5. Complaints Procedure/Process.** The Contractor shall employ a sufficient number of personnel to answer and respond to all complaints from the public concerning service of the Contractor. Contractor shall equip the office with a telephone system, which shall include an automatic telephone answering device or service for receiving complaints of the public during non-business hours. Contractor shall also keep a telephone listing in the telephone directory. All complaints shall be promptly investigated as soon as possible, in any event within one (1) business day and resolved as quickly as feasible. Contractor shall have available at all times competent personnel who shall have authority to represent the Contractor.

- 6. Title to Solid Waste and Recyclable Materials.** Title to all solid waste and recyclable materials shall be vested in the Contractor upon being placed in the Contractor's vehicle. 100% of the revenue received shall remain solely with the Contractor.

- 7. Change of Ownership; Sale of Assets; Notice.** In the event that the Contractors' business assets are sold, the City maintains the right to hold the original owner solely or jointly liable. If, however the City determines that the new ownership or management can adequately and faithfully render the services called for in this agreement for the remaining term of the agreement, then the City may elect to execute a novation allowing the new owner to assume the rights and duties of this agreement. Such novation shall not release the previous owner of any obligation and liability.

- 8. Public Rights-of-Way; Use.** The Contractor shall have the right to use any and all streets, alleys, bridges and other public rights-of-way within the City, for the purpose of providing its services and performance under this agreement. Such rights shall be subject to all other regulations, laws or requirements of the City, state or federal government. The City shall exempt Contractor's collection vehicles from any City imposed weight limit on a City street when said vehicle is on a collection route.

9. **Conflict of Interest.** The Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Agreement.
10. **Bankruptcy; Assignment; Trustee.** Contractor's insolvency, or voluntary or involuntary bankruptcy shall not constitute prospective unwillingness or inability to perform, or a repudiation of this agreement by the Contractor. However, Contractor must provide written, timely and adequate assurance and commitment of its ability to perform. Without such assurances, the City may suspend the terms of this agreement and may terminate the exclusive franchise granted hereunder. If the Contractor fails to provide adequate assurance and commitment, the City may also terminate this agreement with thirty (30) days written notice. Assumption of this agreement and the underlying franchise by any of the Contractor's trustees or receivers, shall be deemed to give rise to a reasonable sense of insecurity. However, the City shall not be bound to the terms of this agreement in the event of the filing of any bankruptcy, or by the insolvent Contractor's trustee or receiver. In such event, the City retains and shall exercise all rights and remedies available at law and equity.
11. **Force Majeure; Default; Breach; Termination.** With the exception of the obligation to pay for services previously rendered, the performance of this agreement may be suspended, and the obligations may be excused, in the event and during the period that such performance is reasonably prevented by a cause or causes beyond the reasonable control of a party. Such causes shall include but not be limited to acts of God, acts of war, riot, major fire, explosion, catastrophic accidents, floods or sabotage, strikes or labor disturbances, or other similar acts.
- A. In the event Contractor materially defaults in the performance of any of the material terms of this agreement, the City shall notify Contractor in writing of the nature of such default.
- B. Within thirty (30) days following such notice, the Contractor shall correct the default or:
1. In the event of a default not capable of being corrected within said period, Contractor shall commence correcting the default at the earliest practical date, utilizing all due diligence and request an extension of time from the City.
 2. If Contractor fails to correct the default within the time periods provided above, the City without further notice shall have all rights and remedies provided by law and equity including, but not limited to, the following rights and remedies which may be exercised singly or in any combination:
 - a. The right to declare this agreement, together with the exclusive franchise granted hereunder, terminated effective upon such date as the City shall designate; and

- b. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself.

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

VI. MISCELLANEOUS PROVISIONS.

- 1. Effective Date.** The effective date of this Agreement for the purposes of performance and rates and compensation shall be April 1, 2025.
- 2. Publication and Related Costs.** Contractor shall bear the cost of all necessary publication and related costs.
- 3. Notices; Points of Contact.** All notices or other communications to be given hereunder, shall be in writing and shall be deemed given when mailed by registered or certified United States mail:

Municipality:	The office of the City Clerk City of Rio Communities 360 Rio Communities Blvd Rio Communities, NM 87002
---------------	--

Contractor:	Universal Waste Systems Inc. Attn: Matt Blackburn 5520 Broadway Blvd SE Albuquerque, NM 87105
-------------	--

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

- 4. Discriminatory Practices Prohibited.** The Contractor agrees to abide by all federal and state laws, 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, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual

preference, age, ancestry, disability or handicap, 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 by the Contractor under this Agreement. If the Contractor is found to be in violation of these requirements during the term of this Agreement, the Contractor agrees to take appropriate steps to correct the deficiencies.

5. **Applicable Law.** This agreement will be governed by the laws of the State of New Mexico both as to interpretation and performance and the proper Venue for any action shall be the Thirteenth Judicial District Court, Valencia County New Mexico.
6. **Merger of Agreements.** This agreement constitutes the entire agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
7. **Reservation.** This agreement is subject to the reasonable limitations now or hereafter provided by law. The City reserves the right under its police power to alter and amend related ordinances or codes in any manner necessary for the safety and welfare of the public. This agreement is subject to the provisions of the constitution and laws of the State of New Mexico and all complementary ordinances enacted by the City.
8. **Incorporation into Ordinance.** This Franchise Agreement shall be incorporated as part of an Ordinance granting a franchise to the Contractor. As a condition of this Agreement, Contractor shall provide a written acceptance of the provisions of the said franchise ordinance on such form as the City may provide. In the event that Contractor fails to provide said written acceptance within 30 days following the adoption of said ordinance, the City may declare this franchise agreement to be null and void, and the Contractor shall be required to refund all fees collected to date to customers for which services have not been provided.
9. **Status of Contractor.** The Contractor and any approved Subcontractors are independent contractors performing professional services for the City and are not employees of the City. The Contractor and Subcontractors shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City by virtue of this Agreement.
10. **Notice.** The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

ATTACHMENT I

RESIDENTIAL FEE SCHEDULE

CONTAINER	FREQUENCY OF SERVICE	MONTHLY BASE PRICE EXCLUDING APPLICABLE TAXES AND FRANCHISE FEE
96 Gallon Polycart – 15% Indigent 1 Discount*	Weekly	\$18.04
96 Gallon Polycart – 10% Veterans', Senior Citizen, Indigent 2* Discount	Weekly	\$18.98
96 Gallon Polycart – Regular Price	Weekly	\$20.76
Additional Polycart(s)	Weekly	\$5.87
Recycling Cart (Monthly)	Monthly	\$5.87

* The 15% Indigent 1 Discount is available to customers with a documented income that does not exceed 100% of the Federal Poverty Guidelines as published annually by the U.S. Department of Health and Human Services. The 10% Indigent 2 Discount is available to customers with a documented income that does not exceed 133% % of the Federal Poverty Guidelines as published annually by the U.S. Department of Health and Human Services.

COMMERCIAL FEE SCHEDULE

CONTAINER	FREQUENCY OF SERVICE*	MONTHLY BASE PRICE EXCLUDING APPLICABLE TAXES AND FRANCHISE FEE
96 Gallon Polycart	Weekly	\$20.76
2 Yard Dumpster	Weekly	\$70.41
3 Yard Dumpster	Weekly	\$88.32
4 Yard Dumpster	Weekly	\$105.13
6 Yard Dumpster	Weekly	\$135.62
8 Yard Dumpster	Weekly	\$182.90

*Prices based upon weekly service. Additional weekly collections will be multiplied by the base rate.

ROLL-OFF CONTAINER FEE SCHEDULE

*Roll off pricing includes one ton per 10 cubic yards

CONTAINER	FREQUENCY OF SERVICE	MONTHLY BASE PRICE EXCLUDING APPLICABLE TAXES AND FRANCHISE FEE
10 Yard Roll Off* 2 ton allowance	On Call	\$294.88
15 Yard Roll Off* 2 ton allowance	On Call	\$337.23
20 Yard Roll Off* 2 ton allowance	On Call	\$367.88
30 Yard Roll Off* 3 ton allowance	On Call	\$409.07
40 Yard Roll Off* 4 ton allowance	On Call	\$459.86

*Tonnage over allowance will be charged at \$45 per ton.

Annual CPI Price Adjustments

2026	2027	2028	2029
Residential Base Cart; \$1 plus ½ CPI Addl Cart/Recy; Full CPI	Residential Base Cart; \$1 plus ½ CPI Addl Cart/Recy; Full CPI	Residential Base Cart; \$1 plus ½ CPI Addl Cart/Recy; Full CPI	Full CPI
Commercial: Full CPI	Commercial: Full CPI	Commercial: Full CPI	Full CPI
Roll Off: Full CPI	Roll Off: Full CPI	Roll Off: Full CPI	Full CPI

**AMENDED AND RESTATED
SOLID WASTE COLLECTION SERVICES AGREEMENT**

SIGNATURE PAGE

UNIVERSAL WASTE SYSTEMS, INC.

Authorized Representative



Date: _____

CITY OF RIO COMMUNITIES

Joshua Ramsell, Mayor

Lawrence R. Gordon, Councilor

Arthur Apodaca, Councilor

Matthew Marquez, Councilor

Thomas Nelson, Councilor

ATTEST:

Municipal Clerk

Date: _____

\



City of Rio Communities Planning and Zoning Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Thursday, January 16, 2025 6:00 PM
Minutes

Please silence all electronic devices.

Call to Order

Chair Good called the meeting to order at 6:00pm.

Pledge of Allegiance

Commissioner Melendez led the Pledge of allegiance.

Roll Call

Commission

Melodie Good
Jimmie Winters
Richard Henderson
Michael Melendez
Chad Good

Staff

Deputy Clerk Lalena Aragon
City Manager Dr. Moore

Approval of Agenda

Motion made by Commissioner Good to approve the agenda. Seconded by Commissioner Winters.
Motion was passed with a 4-0 vote

Public Comment:

No public comment

Public Forum

Public Forum- For the purpose of the request for a special use permit for a cannabis retail only operation located at the Proposed Location: 300 Rio Communities Blvd, Rio Communities, New Mexico 87002. Legal Description: UPC: 1-009-027-440-440-000000, Legal Summary Subd: LAND OF RANCHERS STATE BANK Tract: 1 0.66 ACRE 1999 REV

Motion and roll call vote to recess Planning and Zoning Meeting session and to go into Public Forum Consideration of special use permit for a cannabis retail only operation

Motion made by Commissioner Good to go into a public forum. Seconded by Commissioner Winters.
With a 4-0 vote the motion was passed.

A public forum was held.

Motion and roll call vote to go back into Planning and Zoning Meeting session

Motion made by Commissioner Good to go back into Planning and Zoning Meeting session. Seconded by Commissioner Melendez.

Discussion, Consideration, and Decision – Recommendation to move to Council the request for a special permanent use permit for a cannabis retail only operation located at 300 Rio Communities Blvd, Rio Communities, New Mexico 87002.

Motion made by Commissioner Melendez the recommendation to move to Council the request for a special permanent use permit for a cannabis retail only operation located at 300 Rio Communities Blvd, Rio Communities, New Mexico 87002. Seconded by Commissioner Henderson. With a 3-0 vote the motion was passed.

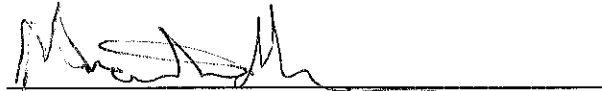
General Commission Discussion/Future Agenda Items

Vote on facts and findings letter for the special use permit application.

Adjourn

Chair Good adjourned the meeting at 6:22 pm.

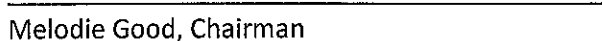
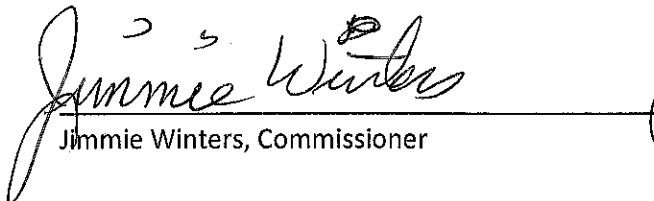
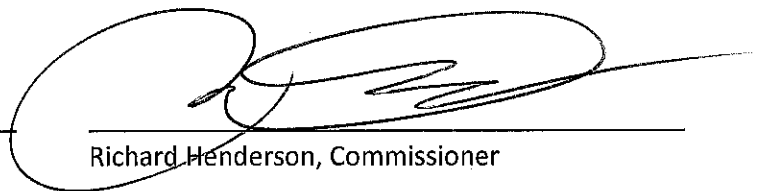
Respectfully submitted,



Martin Moore, (Acting) Municipal Clerk
(Taken and transcribed by Lalena Aragon)

Date: 2/6/2025

Approved:


Melodie Good, Chairman
Chad Good, Vice Chairman
Jimmie Winters, Commissioner
Richard Henderson, Commissioner
Michael Melendez, Commissioner



CITY OF RIO COMMUNITIES

360 Rio Communities Blvd.
Rio Communities, NM 87002
505-861-6803
www.riocommunities.net

The City of Rio Communities Planning and Zoning Commission (the Commission hereinafter) met on January 16, 2025, at 6pm to hold a Public Forum and consider action on the Application for a Special Use Permit as required by Ordinance 2021-80, an Article Cannabis Regulating, Production, Manufacturing, Retailing and Other Related Activities.

The Public Forum was noticed on December 30, 2025, for a hearing on January 09, 2025. The Public Forum was postponed due to weather and was rescheduled for January 16, 2025, pursuant to Zoning Code §4-18-1. The owners were present to explain the change of ownership and name as the reason why they were obligated to reapply for a Special Use permit when one was previously approved for that location. There were no citizens present to speak against this Special Use permit.

A letter from a citizen was read raising concerns over the number of customers that would be entering and leaving the property onto State Hwy 47.

The Commission finds that Patti Rio & Kane Oueis Oasis OCC ABQ LLC (the Applicant), located on 300 Rio Communities Blvd, is appropriately zoned C-3.

The Commission finds that the Business license address assigned by the state must be corrected on the new license which is required upon the expiration in February of the current license.

The Commission notes that the Department of Transportation may require a traffic study at some point.


The Commission finds that the Applicant's proposed cannabis retail location is not within three hundred (300) feet of a school or daycare.

The Commission finds that the Applicant's proposed cannabis retail location is not within six hundred (600) feet of another licensed cannabis retail location.

The Commission finds that the Applicant has complied with all requirements of §4-3-8, §4-18-9 and Article 1, Chapter 4 of Ordinance 2021-80.

Therefore, the City of Rio Communities Planning and Zoning Commission hereby recommends the application for a Special Use Permit from Patti Rio & Kane Oueis APPROVED pursuant to Chapter 4, Section 3, Subsection 8 of the City of Rio Communities Zoning Code, Ordinance 2023-92.

Attest,

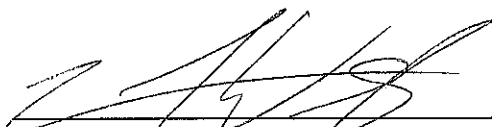


Martin Moore, (Acting) Municipal Clerk

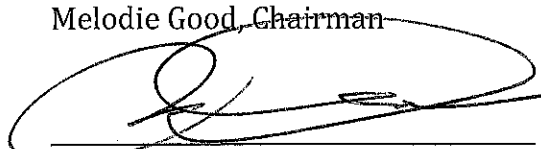
Date: 2/6/2025

Approved:

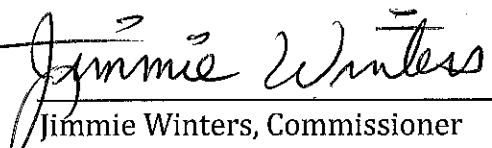
Melodie Good, Chairman



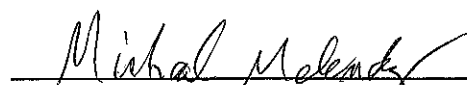
Chad Good, Vice Chairman



Richard Henderson, Commissioner



Jimmie Winters, Commissioner



Michael Melendez, Commissioner