



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, March 24, 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 Regular Business Meeting March 10, 2025**
- 2. Approval of Accounts Payable**

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 24, 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

- **Schedule of Budget Workshop**

Public Hearing – For the Adoption of ORDINANCE NO. 2025-xx, 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.

- **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

Old Business

- 3. Discussion, Consideration, and Decision – Approval of Rio Communities Spring Festival Celebration Authorization not to exceed \$8,500.**

New Business

- 4. Discussion, Consideration, and Decision – Resolution 2025-008 to agree on first amendment to Local Government Transportation Project Fun: Amended deadline June 30, 2026.**
- 5. Discussion, Consideration, and Decision – Of Ordinance No. 2025-XX; 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 System, Inc.**
- 6. Discussion, Consideration, and Decision – Notice of Award for ITB #2025-001 Goodman Avenue Reconstruction Project.**
- 7. Discussion, Consideration, and Decision – Resolution 2025-009 to cause in affect a 60-Day Burn Ban within the City of Rio Communities and its unincorporated areas.**
- 8. Discussion – To increase Public Works Temporary/Limited Term Positions.**

Council Discussion

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 Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, March 10, 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 6:02 pm.

Pledge of Allegiance

Councilor Marquez led the pledge of allegiance

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
City Attorney Randy Van Vleck

Approval of Agenda

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

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Approval of Consent Agenda

Motion made by Councilor Nelson to approve the consent agenda with the amendments of removing #4 recognition of the Fire Department. Seconded by Councilor Gordon.

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Public Comment:

Willie Griego with ESGR presented a Patriot award to Police Chief Nunez. He explained that this award is the highest recognition given by the U.S. Government to employers for their outstanding support of

employees serving in the Guard and Reserve. Each year, Guard and Reserve employees, or a family member acting on their behalf, have the opportunity to nominate their employer for the Employer Support Freedom Award. He stated that Angel Rijos nominated Chief Nunez for this award.

Dick Irvine Western Drive; Talked about his journey with the VA hospital. He then acknowledged Councilor Marquez in his leadership in planning the Spring Festival. He also thanked Loide and Councilor Nelson for volunteering their time in planning the event.

Manager Report

City Manager Dr. Moore explained that he is working on getting the information that Councilor Nelson has requested and stated that he is waiting for the documents from the engineers. He then talked about the bypass road and stated that he had a pre-construction meeting this afternoon. He stated they are projecting March 17 to begin construction. He talked about the transport of wind turbines and stated that if they are going to additional transport, they will need to get additional permits. Dr. Moore continued to talk about the traffic control on the road bypass construction.

Councilor Apodaca asked about the projected time frame for the construction of the bypass road.

City Manager Dr. Moore started a projected estimate beginning on March 17, 2025, and end date of July 29, 2025. He then stated he provided a copy of the budget calendar and stated that they will begin having budget review discussion on March 24th going to April and in May we will have a preliminary budget for approval to get it to the State and in July is when we will approve the final budget. He stated he has talked with Department heads to get their budget in. Dr. Moore then talked about the Universal Waste contract and stated there will be a Public Hearing on March 24, 2025. He then explained that he intends to fix and clean up the personnel manual to keep up with state law.

Councilor Nelson asked if the Universal Waste contract was available for the public to review.

Deputy Clerk Aragon stated that the contract is on the city website under contracts and in the packet that is on the city website. Dr. Moore stated that hard copies of the contract are available at City Hall as well.

Councilor Marquez stated that he has requested a more structure Managers report of the Police, Fire and Public works department. He then suggested that with a dangerous fire season that he would like to have the Fire Chief update the electronic board for no burn days and stated he has also talked to the Fire Chief about taking on this responsibility.

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 with a roll call vote to recess the regular business meeting made by Councilor Nelson to go into a public hearing for the matters listed above. Seconded by Councilor Gordon.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote at 6:29pm.

City Manger Dr. Moore explained there has been a change of ownership with a previous special use permit and it is required for the new owners to get a new special use permit and stated there has been a lot of work being done to the building due to a fire.

Deputy Clerk Aragon swore in Francine Gabaldon

Mrs. Gabaldon stated that they are getting close to opening and stated that the only piece of documentation they are missing is the actual license from the state and explained that when they put the zip code in it only registered as Belen not Rio Communities and stated that she has an email stating that the State has corrected that and they are waiting on the License and it will say Rio Communities not Belen.

City Manger Dr. Moore stated that the State has changed the requirements and stated that the State wasn't recognizing 87002 as the City of Rio Communities.

Mrs. Gabaldon stated that they are scheduled to have the State Fire Marshal come out and do a fire inspection.

Councilor Marquez asked if Cameras have been installed.

Mrs. Gabaldon stated that they have not yet installed them, but it is a State requirement, and they will be installed with 30 days of data that is required.

Councilor Gordon asked when they are plaining to open.

Mrs. Gabaldon stated they are still working on the building, and they are hoping to open by summer.

Councilor Apodaca welcomed them to the community.

Ralph Mimms was sworn in by Deputy Clerk Aragon.

Ralph Mimmis stated that he would like to have a ribbon cutting ceremony and asked for their information.

Motion and roll call vote to go back into Regular Business Meeting session

Motion with a roll call vote to go back into regular business meeting session made by Councilor Gordon. Seconded by Councilor Apodaca.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote at 6:37pm.

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

Motion made by Councilor Nelson to approve this agenda item. 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 – Approval of Rio Communities Spring Festival Celebration Authorization not to Exceed \$8,500.00.

**Discussion – Update of Presentation by Geno Zamora, Esq.
regarding the Governmental Code of Conduct and Open Meetings Act Training Updates**

City Manager Dr. Moore stated that Councilor Marquez has been planning this spring event and stated that the estimated cost is about \$8,500.00.

Councilor Marquez explained that the amount listed is for everything that will go into the spring fest and stated that the tents and the bands will be reimbursed by the fire auxiliary 5013c. He continued to explain that employees over time and the banners that can be reused will be paid for with this \$8,500.00.

Mayor asked if there is a letter from the auxiliary stating they will reimburse the city.

Councilor Marquez stated that he will ask the auxiliary to provide a letter.

Councilor Gordon asked if all employees over time is included in this \$8,500.00.

Councilor Marquez stated that all over time for public works, fire department and police department is included in this amount.

Councilor Apodaca thank Councilor Marquez for all his work and stated his only concern is the time of year with the weather and it being graduation time.

Councilor Marquez stated that there are no graduations on that day and explained that they have a plan due to weather.

Councilor Nelson thanked Councilor Marquez for planning this event.

Councilor Marquez thanked everyone who is helping with this event.

Councilor Gordon talked about his concern is the city is going to be discussing revenue and residents asking how the city could afford this when we are talking about mill levy.

Councilor Marquez stated that this spring fest will bring in revenue and promote the city.

Mayor Ramsell asked if there is a contingency plan if the event doesn't bring in revenue cost.

Councilor Marquez stated that there will be about 150 cars with a \$25 entry fee and craft fair is \$25 per table and stated that it is not refundable.

Mayor Ramsell stated that in future meetings the city will be looking into spending freeze for non-essential spending and that is his only concern. He stated that it is a great event.

Councilor Marquez stated that the city gave the attorney a raise and looking to renew a contract with Universal Waste that will be an increase and stated that there isn't a problem with that.

Mayor Ramsell stated that contracts and professional services is different then a car show and that is his only concern. He stated we may have enough money to reimburse, or it might not.

Councilor Marquez stated that the Finance Clerk said there is plenty of money.

Mayor Ramsell stated that he remembers the Finance Officer stating \$6,000.

There was a discussion.

Motion made by Councilor Gordon to table this agenda item until the next business meeting. Seconded by Councilor Apodaca.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Voting Nay:

Councilor Nelson

Councilor Marquez

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

Discussion – Update of Presentation by Geno Zamora, Esq. regarding the Governmental Code of Conduct and Open Meetings Act Training Updates

Mr. Zamora gave a follow-up from his presentation at the last meeting. He stated that while he attends, he observes and may use some of his observations as examples. He went over ethics as an elected official, roles, effective leadership and strategic direction. See attachment.

Discussion – New Mexico Water Service Company Proposed Price Increase

City Manager Dr. Moore explained that New Mexico Water Service Company has a proposal that has been presented related to increases in water and sewer hooks up. He explained they went from \$800 to \$12,000 he suggested that the city needs to work with New Mexico Water Services and see what the

city can do and stated that this could affect new development and affordable housing. He stated that he is waiting to hear from the corporate office and is requesting a meeting.

Mayor Ramsell stated that the city was aware of increases from New Mexico water, but this increase came as a shock and stated they have been looking for alternate resources and reaching out to DFA and see what options the city has.

Councilor Apodaca stated that this is a substantial increase and stated he feels that they are looking for the city to talk to them and negotiate come up with a suitable amount for them and the city.

Mayor Ramsell gave a Lodie Silva a chance to give a public comment.

Lodie Silva stated that she has a letter from NM water to the PRC from January 16, 2025, and stated that since this is for a new hook up, they didn't not have to notify current residents. She stated that she is working with a current client, and her client was quoted \$14,010.95 for one residential water & sewer hook up with a mandatory one-page document saying that they agree to these costs without any reimbursement in the future. She stated there is a complaint and a protest process that residents can become a part of and a public hearing they can attend. She suggested landowners that will be affected should show up. She stated that the PRC did deny this without prejudice, and it can come back they stated there wasn't proper notification and any rate increase over 8 percent requires a public hearing. She stated the city has the opportunity and time to gather numbers and present something that can make the city stand better for the future.

Councilor Nelson stated that this is going to directly affect Mavrik he stated that the connection current fee is \$1,400 .00 the new connection fee is \$187,00.00 he stated that also applies to the new RV park and stated this will shut down any growth to Rio Communities. He stated that business manufacturing is an 8-inch main that will cost almost a million dollars to hook in.

Council Discussion

Councilor Marquez stated on Saturday March 8 that the city and Valencia County conducted a joint jurisdiction illegal dump clean up and stated that this was not presented to Council and stated that if the city is going to conduct a joint clean up Council and the community needs to be informed. He asked when the city was notified of this clean up.

Police Chief Nunez stated code enforcement received this notice about two weeks ago right after the last meeting. He stated there are plenty of more clean-ups that will be conducted, and we will make sure council is aware of it. He stated that over 200 tires were picked up on Sherrod Road and state that there was a massive clean up and stated that it was on the electronic board and Facebook. He stated that the code enforcer is trying to work on this clean up. He stated that there will be an having Earth day in April and are also working with Toss no Moss. He stated that there is a lot of illegal dumping around the city and stated that they have moved the dumpsters and the recycling to a more convenient location. He stated there are more clean ups coming up if Council would like to join in the clean ups.

Councilor Marquez stated he didn't know the recycle bins were for the community. He then talked about code enforcement vehicles not being marked and asked if they will be getting city logos on the code enforcement vehicles. He suggested that they get marked being the city is short on officers, and it will be good for citizens to see marked vehicles on the streets.

Councilor Gordon thanked the Code Enforcer for the work he did to get those clean ups done.

Councilor Nelson asked what color the new Code Enforcer Vehicle was. Police Chief Nunez stated that it was black. Councilor Nelson suggested that it should be white and stated that black is too aggressive and that all vehicles should be marked the city shouldn't have any unmarked vehicles on the street. He then stated that on Friday the Public Works supervisor was in his personal vehicle and stated that he should not be using his personal vehicle while conducting city business. He talked about fire fuel trash in the green belt down from Olsen. He stated for the clean up there should have been a possible quorum so Council could have attended and asked if grant money was used for the cleanup.

City Manager stated that the County worked with Universal Waste.

Councilor Nelson stated that he talked about having a cleanup in January and no one has got back to him. He stated that ICP on the website was not the one they agreed on and stated that the City Website needs to get up to date.

Councilor Apodaca gave an update on the Veterans Memorial and stated that he has been talking with Dr. Moore and the architectural firm and getting dates set to have a meeting to plan the design and as soon as they have a date, he will contact Councilor Marquez and Mr. Irvin.

Mayor Ramsell thanked Councilor Gordon and stated at a previous meeting that the city was not working with business, and Councilor Gordon took the initiative to go out to business and reach out and give them resources that are available. He then talked about how the city is not able to take mattresses and he talked with Universal waste and there is an extra fee for mattresses. He stated that Universal waste does pick up 2 large items 4 times a year so residents could call them and set them on the curb to be picked up. He talked about the clean-up and thanked everyone that was involved and stated he looks forward to working with the County more to get things cleaned up.

Councilor Marquez asked how the city could allow several employees over time and stated that the city has three public works and the code enforcer to work on the weekend to collect overtime without getting approval but for him to have a community event there are issues with the same employees having overtime.

Mayor Ramsell stated that the clean ups were authorized.

Councilor Marquez asked how the city can authorize overtime for city cleanups and not a city event.

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 with a roll call vote made by Councilor Nelson to go into closed session for the matters listed above. Seconded by Councilor Apodaca.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote at 7:59pm.

Motion and roll call vote to go back into the regular business meeting session

Motion with a roll call vote made by Councilor Apodaca to go back into the regular business meeting session. Seconded by Councilor Gordon.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote at 9:15pm.

Welcome everyone back and statement by the Mayor:

Motion made by Councilor Nelson to approve the Mayors Statement. Seconded by Councilor Marquez.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision - Amended Contract of Police Chief

Mayor Ramsell stated that no decision was made at this time.

Adjourn

Motion made by Councilor Nelson to adjourn. Seconded by Councilor Marquez. Motion carried at 9:16pm.

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



Rio Communities, NM

Expense Approval Register

Packet: APPKT01456 - 3.19.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
WEX Bank	103219565	03/14/2025	PD Fuel	11000-3001-56120	512.17
WEX Bank	103219565	03/14/2025	PW Fuel	11000-5101-56120	460.85
Comcast Business	INV0005675	03/18/2025	City Hall -Fiber	11000-2002-57160	624.57
Sharp Electronics Corporatio	INV0005680	03/18/2025	Setup AT&T-PD , Rachel How	11000-2014-55030	1,225.00
NM Municipal League	10575	03/19/2025	Conference for NM Municipa	11000-3001-57050	200.00
Rentokil North America Inc.	1150461	03/19/2025	City Hall - Pest Control	11000-2002-55030	158.44
Gayle A. Jones	1200703681	03/19/2025	Clerk's Office Training	11000-2008-55030	500.89
Occupational Health Centers	18083286	03/19/2025	Phy. Exam for Cadet Rojas Re	11000-3001-55010	1,432.49
Albuquerque Publishing Co.	186700 186710	03/19/2025	Goodmand Ave Bid ABQ Jour	11000-2008-57090	240.90
Amazon Business	1J6J-796V-CFFQ	03/19/2025	Office Supplies Clerks office	11000-2001-56020	239.84
Amazon Business	1JHV-WX4K-1LDG	03/19/2025	Dryearse Board, Notepads, C	11000-3001-56020	205.01
Amazon Business	1W14-K9Y3-CM7G	03/19/2025	Cleaning / Kitchen supplies	11000-2002-56050	344.19
Amazon Business	1XHY-3DKK-F9P6	03/19/2025	Office Supplies Clerks / Fianc	11000-2008-56020	98.46
Amazon Business	1YHJ-FXHK-9NLP	03/19/2025	Supplies	11000-4004-56020	146.82
Public Safety Psychology Grou	27899	03/19/2025	First Line Supervisor-Leaders	11000-3001-57050	750.00
Staples Contract & Commerc	7004544809	03/19/2025	Lable Refills, Hanging Folders	11000-3001-56020	219.54
Rentokil North America Inc.	74919439	03/19/2025	City Hall - Pest Control	11000-2002-55030	158.44
Sharp Electronics Corporatio	9005231054	03/19/2025	Desktop MGMT SHARP IT	11000-2002-55030	285.00
Sharp Electronics Corporatio	9005255538	03/19/2025	Finance Department Copies	11000-2004-57090	254.29
NM Municipal League	9455	03/19/2025	Conference for NM Municipa	11000-3001-57050	400.00
NM Municipal League	9456	03/19/2025	Conference for NM Municipa	11000-3001-57050	400.00
NM Municipal League	9781	03/19/2025	Conference for NM Municipa	11000-3001-57050	540.00
PNM	INV0005667	03/19/2025	Streetlights-Electricity-Utiliti	11000-5104-57170	54.20
PNM	INV0005668	03/19/2025	CH-Electricity-Utilities	11000-2002-57170	689.13
PNM	INV0005669	03/19/2025	CH-Electricity-Utilities	11000-2002-57170	233.73
PNM	INV0005670	03/19/2025	Streetlights-Electricity-Utiliti	11000-5104-57170	38.04
PNM	INV0005671	03/19/2025	CH-Electricity-Utilities	11000-2002-57170	102.88
PNM	INV0005672	03/19/2025	CH-Electricity-Utilities	11000-2002-57170	183.73
PNM	INV0005673	03/19/2025	CH-Electricity-Utilities	11000-2002-57170	104.96
PNM	INV0005674	03/19/2025	Streetlights-Electricity-Utiliti	11000-5104-57170	201.93
Sandra Schauer	INV0005681	03/19/2025	12/31/24 Postage to mail No	11000-2002-55999	574.87
Sandra Schauer	INV0005681	03/19/2025	2/28/25 oversee production/	11000-2002-55999	1,745.64
Sandra Schauer	INV0005681	03/19/2025	2/28/25 postage to mail Jan/	11000-2002-55999	574.87
Sandra Schauer	INV0005681	03/19/2025	12/31/2024 oversee produc	11000-2002-55999	1,745.64
PNM	INV0005682	03/26/2025	CH-Electricity-Utilities	11000-2002-57170	567.61
Fund 11000 - General Operating Fund Total:					16,214.13
Fund: 20200 - Environmental					
Universal Waste Systems, Inc	0003662772	03/19/2025	Clean Up day-Dumpsters	20200-5009-55999	1,816.83
Fund 20200 - Environmental Total:					1,816.83
Fund: 20900 - Fire Protection					
WEX Bank	103219565	03/14/2025	Fire Dept.	20900-3002-56120	884.78
NM Water Service Company	INV0005676	03/17/2025	Water - Utilities	20900-3002-57173	79.71
NM Water Service Company	INV0005677	03/17/2025	Water - Utilities	20900-3002-57173	477.06
NM Water Service Company	INV0005678	03/17/2025	Water - Utilities	20900-3002-57173	49.26
NM Water Service Company	INV0005679	03/18/2025	Water - Utilities	20900-3002-57173	49.26
Fund 20900 - Fire Protection Total:					1,540.07
Fund: 39900 - Other Capital Projects					
HDR Engineering, Inc.	1200699637	03/19/2025	General Professional Enginee	39900-2002-55030	454.45
HDR Engineering, Inc.	1200703681	03/19/2025	General Professional Enginee	39900-2002-55030	2,408.92
HDR Engineering, Inc.	1200704940	03/19/2025	Founders Way Road Project -	39900-2002-55030	1,166.00

Expense Approval Register

Packet: APPKT01456 - 3.19.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Palmetto LLC	INV0005683	03/19/2025	Economic Development Con	39900-2002-55030	3,387.65
Fund 39900 - Other Capital Projects Total:					7,417.02
Grand Total:					26,988.05

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	16,214.13
20200 - Environmental	1,816.83
20900 - Fire Protection	1,540.07
39900 - Other Capital Projects	7,417.02
Grand Total:	26,988.05

Account Summary

Account Number	Account Name	Expense Amount
11000-2001-56020	Supplies - General Office	239.84
11000-2002-55030	Contract - Professional S	601.88
11000-2002-55999	Contract - Other Service	4,641.02
11000-2002-56050	Supplies - Janitorial/Mai	344.19
11000-2002-57160	Telecommunications	624.57
11000-2002-57170	Utitlites - Electricity	1,882.04
11000-2004-57090	Printing/Publishing/Adv	254.29
11000-2008-55030	Contract - Professional S	500.89
11000-2008-56020	Supplies - General Office	98.46
11000-2008-57090	Printing/Publishing/Adv	240.90
11000-2014-55030	Contract - Professional S	1,225.00
11000-3001-55010	Contract - Audit	1,432.49
11000-3001-56020	Supplies - General Office	424.55
11000-3001-56120	Supplies - Vehicle Fuel	512.17
11000-3001-57050	Employee Training	2,290.00
11000-4004-56020	Supplies - General Office	146.82
11000-5101-56120	Supplies - Vehicle Fuel	460.85
11000-5104-57170	Utilities - Electricity	294.17
20200-5009-55999	Contract - Other Service	1,816.83
20900-3002-56120	Supplies - Vehicle Fuel	884.78
20900-3002-57173	Utilities - Water	655.29
39900-2002-55030	Contract - Professional S	7,417.02
Grand Total:		26,988.05

Project Account Summary

Project Account Key	Expense Amount
None	26,988.05
Grand Total:	26,988.05

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDAN, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

ROY HUBBARD, MUNICIPAL CLERK-TREASURER



Rio Communities, NM

Expense Approval Register

Packet: APPKT01457 - AP Packet 3-19-2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
NM Municipal League	10575	03/19/2025	Conference for NM Municipa	11000-3001-57050	200.00
Occupational Health Centers	18083286	03/19/2025	Phy. Exam for Cadet Rojas Re	11000-3001-55010	1,432.49
Albuquerque Publishing Co.	186700 186710	03/19/2025	Goodmand Ave Bid ABQ Jour	11000-2008-57090	240.90
Amazon Business	1J6J-796V-CFFQ	03/19/2025	Office Supplies Clerks office	11000-2001-56020	239.84
Amazon Business	1JHV-WX4K-1LDG	03/19/2025	Dryearse Board, Notepads, C	11000-3001-56020	205.01
Amazon Business	1W14-K9Y3-CM7G	03/19/2025	Cleaning / Kitchen supplies	11000-2002-56050	344.19
Amazon Business	1XHY-3DKK-F9P6	03/19/2025	Office Supplies Clerks / Fianc	11000-2008-56020	98.46
Amazon Business	1YHJ-FXHK-9NLP	03/19/2025	Supplies	11000-4004-56020	146.82
Wells Fargo Financial Leasing	5033520606	03/19/2025	CH Server Lease	11000-2002-57130	172.87
Staples Contract & Commerc	7004544809	03/19/2025	Lable Refills, Hanging Folders	11000-3001-56020	219.54
Sharp Electronics Corporatio	9005255538	03/19/2025	Finance Department Copies	11000-2004-57090	254.29
NM Municipal League	9455	03/19/2025	Conference for NM Municipa	11000-3001-57050	400.00
NM Municipal League	9456	03/19/2025	Conference for NM Municipa	11000-3001-57050	400.00
NM Municipal League	9781	03/19/2025	Conference for NM Municipa	11000-3001-57050	540.00
Sandra Schauer	INV0005681	03/19/2025	12/31/2024 oversee produc	11000-2002-55999	1,745.64
Sandra Schauer	INV0005681	03/19/2025	12/31/24 Postage to mail No	11000-2002-55999	574.87
Sandra Schauer	INV0005681	03/19/2025	2/28/25 oversee production/	11000-2002-55999	1,745.64
Sandra Schauer	INV0005681	03/19/2025	2/28/25 postage to mail Jan/	11000-2002-55999	574.87
PNM	INV0005682	03/26/2025	CH-Electricity-Utilities	11000-2002-57170	567.61
Fund 11000 - General Operating Fund Total:					10,103.04
Fund: 20900 - Fire Protection					
NM Water Service Company	INV0005679	03/18/2025	Water - Utilities	20900-3002-57173	49.26
Fund 20900 - Fire Protection Total:					49.26
Fund: 39900 - Other Capital Projects					
HDR Engineering, Inc.	1200699637	03/19/2025	General Professional Enginee	39900-2002-55030	454.45
Palmetto LLC	INV0005683	03/19/2025	Economic Development Con	39900-2002-55030	3,387.65
Fund 39900 - Other Capital Projects Total:					3,842.10
Grand Total:					13,994.40

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	10,103.04
20900 - Fire Protection	49.26
39900 - Other Capital Projects	3,842.10
Grand Total:	13,994.40

Account Summary

Account Number	Account Name	Expense Amount
11000-2001-56020	Supplies - General Office	239.84
11000-2002-55999	Contract - Other Service	4,641.02
11000-2002-56050	Supplies - Janitorial/Mai	344.19
11000-2002-57130	Rent of Equipment/Mac	172.87
11000-2002-57170	Utilities - Electricity	567.61
11000-2004-57090	Printing/Publishing/Adv	254.29
11000-2008-56020	Supplies - General Office	98.46
11000-2008-57090	Printing/Publishing/Adv	240.90
11000-3001-55010	Contract - Audit	1,432.49
11000-3001-56020	Supplies - General Office	424.55
11000-3001-57050	Employee Training	1,540.00
11000-4004-56020	Supplies - General Office	146.82
20900-3002-57173	Utilities - Water	49.26
39900-2002-55030	Contract - Professional S	3,842.10
Grand Total:		13,994.40

Project Account Summary

Project Account Key	Expense Amount
None	13,994.40
Grand Total:	13,994.40

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDAN, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

ROY HUBBARD, MUNICIPAL CLERK-TREASURER



Rio Communities, NM

Expense Approval Register

Mexico Self-Insurers' FY25 QTR1; FY25 QTR2 PL

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
NM Self Insurers' Fund	INV0005684	03/20/2025	FY25 QTR 1; FY25 QTR2 PL	11000-2002-57020	855.86
Fund 11000 - General Operating Fund Total:					855.86
Grand Total:					855.86

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	855.86
Grand Total:	855.86

Account Summary

Account Number	Account Name	Expense Amount
11000-2002-57020	Claims/Judgments/Settl	855.86
Grand Total:		855.86

Project Account Summary

Project Account Key	Expense Amount
None	855.86
Grand Total:	855.86

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDAN, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

ROY HUBBARD, MUNICIPAL CLERK-TREASURER

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2025 – 008
(To Amend Resolution 2022-13)**

**RESOLUTION TO AGREE ON FIRST AMENDEMENT TO
LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND**

- WHEREAS,** The City of Rio Communities, State of New Mexico, is a Municipal corporation, and has the legal authority to apply for, receive, administer state funds, and;
- WHEREAS,** The City of Rio Communities and the New Mexico Department of Transportation entered into an Agreement, Contract No. D19627, on 10/25/2022 and,
- WHEREAS,** The City of Rio Communities requested an extension of deadline as allowed in Section 19 of grant agreement, Contract No. D19627, and
- WHEREAS,** The parties agree to modify this agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED this Agreement becomes effective upon signatures of all parties. This effective date is the date when the last party signed the Agreement. This agreement terminates on the earliest of the following dates: (a) Department receipt of the Certificate of Completion or (b) **June 30, 2026**.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO, HEREBY PASSED, APPROVED AND ADOPTED THIS 24th DAY OF MARCH 2025.

Joshua Ramsell,
Mayor

ATTEST:

Roy Hubbard,
Municipal Clerk-Treasurer

Contract No.	<u>D19627/1</u>
Vendor No.	<u>00000110108</u>
Control No.	<u>LP30039</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND**

This Amendment is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the City of Rio Communities (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D19627 , on 10/25/2022 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6 Term, is deleted and replaced by the following:

6. Term

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2026**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Amendment.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Rio Communities

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____
City of Rio Communities Clerk

Date: _____

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 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 Contractors' 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:

Roy Hubbard, Municipal Clerk

Date: _____

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES**

NOTICE OF INTENT to AWARD

ITB #2025-001 – Goodman Avenue Reconstruction

Date: March 11, 2025

In accordance with the aforementioned solicitation and pursuant to § 13-1-108, NMSA 1978 Competitive Sealed Bids; Award, and the City of Rio Communities ordinances and policies, be advised that this letter serves as the official and written Notice of Intent to Award.

After careful review of all the qualifications submitted, City of Rio Communities evaluation team has decided to favor **Albuquerque Asphalt, Inc.** to fulfill the requirements of the solicitation.

The City of Rio Communities had received one (1) Invitation to Bid.

Signed & Approved:

Johsua Ramsell
Mayor

ATTEST:

Roy Hubbard
Clerk-Treasurer
(Chief Procurement Officer)

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2025-009**

**60-Day Burn Ban
(OUTDOOR BURN BAN)**

- WHEREAS,** Drought combined with high wind conditions have caused the fire season to begin in March 2025; and
- WHEREAS,** The National Weather Service (NWS) forecasts temperatures in New Mexico to continue to range from above-to-well-above average temperatures; and drought conditions in New Mexico to persist; and
- WHEREAS,** Continued heavy fuel loading, low humidity, high heat, and winds increase the danger of wildland, brush, and grass fires, posing an extremely high fire risk in and around the City of Rio Communities; and
- WHEREAS,** These fires would threaten homes and structures, putting the health and safety of our residents at risk.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the City of Rio Communities declares an exceptional drought condition exists in our municipality and high fire risk hazards represent a significant and immediate threat to the safety, health, and welfare to the residents of Rio Communities; and,

THEREFORE,

Any type of outdoor burning, including but not limited to the use of fire pits, open flame stoves, chainsaws without spark arrestors, landscape burning, campfires, and other open flame sources is hereby prohibited within the City of Rio Communities

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF MARCH 2025 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell
Mayor

ATTEST:

Roy Hubbard
Municipal Clerk-Treasurer