Regular Governing Body Meeting
City of Rio Rancho
AGENDA
October 10, 2024
6:00 PM
Council Chambers

Governing Body Members

Greggory D. Hull, Mayor	Paul Wymer, Councilor District 4
Deb Dapson, Councilor District 1	Karissa Culbreath, Councilor District 5
Jeremy Lenentine, Councilor District 2	Nicole List, Councilor District 6
Bob Tyler, Councilor District 3	

Meeting Information
This meeting will be conducted in-person and virtually, as well as, streamed live on the City of Rio Rancho website at https://rrnm.gov/2303/Watch-and-Download-City-Meetings

Join by Computer:https://us06web.zoom.us/j/83338157719?pwd=ST55whY8GCTELqBoGjYG1ipM1F5Uer.1
Meeting ID: 833 3815 7719
Passcode: 554297

Join by Phone:
Dial: +1 720 707 2699 US (Denver)

Pursuant to the Governing Body Rules of Procedures, any person wishing to address the Governing Body related to an item listed under Second Reading of Ordinances, First Reading of Ordinances, or Discussion and Deliberation, shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for comments pertaining to a specific agenda item at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public input related to a specific agenda item at a meeting.

Public input can be submitted in writing to the City Clerk, as clerk of the Governing Body, prior to the date of the meeting in which the item is scheduled to be heard; however, only public input received before 4 p.m. on the day of the meeting will be entered into the record prior to the meeting.

Call to Order and Pledge of Allegiance

Proclamations and Awards of Merit

Public Forum
Pursuant to the Governing Body Rules of Procedure, any person wishing to address the Governing Body related to a non-agenda item shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for public forum comments at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public forum at a meeting.

Comments by Councilors

Consent Calendar

There will be no discussion of these items unless a Governing Body Member so requests, in which event the item will be moved to a discussion item on the regular agenda.

1 Minutes of September 26, 2024 Regular Meeting
Minutes of September 26, 2024 Regular Meeting
Minutes of September 26, 2024 - Signed

2 Minutes of September 27, 2024 Special Work Session Meeting (Strategic Plan)
Minutes of September 27, 2024 Special Work Session Meeting (Strategic Plan)
Minutes of September 27, 2024 - Signed

3 Minutes of September 27, 2024 Special Work Session Meeting
Minutes of September 27, 2024 Special Work Session Meeting
Minutes of September 27, 2024 - Signed

4 R87, Resolution Authorizing a Budget Adjustment to the State Grant Fund (252)
Resolution_R87
FY25 Rio Rancho Warrant Fund Award Letter
R87 - Signed

5 R88, Resolution Authorizing Budget Adjustments to the General Fund (101), Library Fund (220), 2022 G.O. Bond Fund (333), and 2024 G.O. Bond Fund (334)
Resolution_R88
R88 - Signed

6 R89, Resolution Authorizing a Budget Adjustment to the Regional Emergency Communication Center Fund (280) for Repair of the Uninterrupted Power Supply
Resolution_R89
Bid Proposal
JPA Minutes 9-26-2024
R89 - Signed

Boards/Commissions/Committee Reports

Public Hearings

7 D41, Approval for Venas Fifth Number Three, LLC, DBA Top of the Block (the "Applicant") located at 7805 Enchanted Hills Blvd., Rio Rancho, NM 87144 for transfer of New Mexico Dispenser License DIS-001032 (formerly License No.2639).
Top of Block Application

Second Reading of Ordinances

8 O22, Ordinance Amending the Municipal Code of the City of Rio Rancho; Adding a Chapter Establishing Regulations for Short-Term Rentals
Ordinance_O22
Public Comment - George & Peggy Wilson
O22 - Signed

First Reading of Ordinances

9 O23, Ordinance Amending the Solid Waste and Recycling Management Franchise Agreement Between the City of Rio Rancho and Waste Management of New Mexico, Inc.
Ordinance_O23
Amendment WM Agreement 2024

Waste Management Franchise Agreement

Discussion and Deliberation

City Manager

10 2024 Bond Question Presentation, Central New Mexico Community College

Adjournment

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
October 10, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of September 26, 2024 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: Minutes of September 26, 2024 Regular Meeting
ATTACHMENT: Minutes of September 26, 2024 - Signed

Governing Body
of the
City of Rio Rancho

MINUTES
SEPTEMBER 26, 2024
6:00 PM
Council Chambers, City Hall

MEMBERS PRESENT:
Greggory D. Hull, Mayor
Deb Dapson Councilor Dist. 1
Jeremy Lenentine, Councilor Dist. 2
Bob Tyler, Councilor Dist. 3
Paul Wymer, Councilor Dist. 4
Karissa Culbreath, Councilor Dist. 5
Nicole List, Councilor Dist. 6

STAFF PRESENT:
Matt Geisel, City Manager
Jessica Tolle, Assistant City Attorney
Noel Davis, City Clerk
Carol Jaramillo, Director of Financial Svcs.
James DeFillippo, Fire Chief
Amy Rincon, Director of Development Services
BJ Gottlieb, Director of Public Works
Jason Shoup, Director of Library & Info. Services
Yolanda Lucero, Deputy City Clerk

Call to Order and Pledge of Allegiance

Mayor Hull called the meeting to order at 6:00 p.m.

Proclamations and Awards of Merit

Public Forum

Comments by Councilors

Consent Calendar

1) Minutes of September 12, 2024 Regular Meeting
2) R80, Resolution Authorizing Disposal of Police Department Property
3) R81, Resolution Authorizing the Disposal of Rio Rancho Events Center Property
4) R82, Resolution Authorizing a Budget Adjustment to the Firefighter Recruitment Grant Fund (230)
5) R83, Resolution Authorizing the Disposal of City Property Located at the Sandoval County Regional Emergency Communications Center
6) R84, Resolution Authorizing a Budget Adjustment to the State Appropriations Capital Fund (313)
7) R85, Resolution Authorizing the Disposal of Library and Information Services Department Property
8) R86, Resolution Authorizing a Budget Adjustment to the General Fund (101)
9) D37, Appointment of Tonja Brandt to the Arts Commission
10) D38, Appointment of Christopher Marsh to the Parks and Recreation Commission=

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Bob Tyler moved to approve consent calendar. Seconded by Nicole List

The motion carried by a vote of 6 FOR and 0 AGAINST
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

Boards/Commissions/Committee Reports

Public Hearings

Second Reading of Ordinances

11) O21, Ordinance Amending Chapter 36 Finance and Revenue

Carol Jaramillo, Director of Financial Services presented this item. This is the second reading requesting approval. The ordinance will allow staff to being forward a subsequent budget adjustment in October recommending allocating $1 million in proceeds to the Permanent Fund principal amount stemming from a cellular land lease agreement approved by the Governing Body in July 2024.

Karissa Culbreath moved to approve O21. Seconded by Nicole List

The motion carried by a vote of 6 FOR and 0 AGAINST.
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List
No: None

First Reading of Ordinances

12) O22, Ordinance Amending the Municipal Code of the City of Rio Rancho; Adding a Chapter Establishing Regulations for Short-Term Rentals

Matt Geisel gave a brief overview and turned it over to Jessica Tolle, Assistant City Attorney.

Jessica Tolle, Assistant City Attorney presented this item. Existing Municipal Code does not specifically define or address short-term rentals, such rentals are not currently permitted to operate in the City, as they create a commercial use of a residentially zoned property in violation of the City's permissive zoning uses in Chapter 154 Planning and Zoning of the Municipal Code. Because the status of short-term rentals is not explicitly defined in the Municipal Code, adherence and enforcement are challenging and short-term rentals continue to operate within the City. The proposed Ordinance establishes standards and procedures for the issuance of a permit to operate short-term rental units within the City. If adopted, City staff will request two new positions for the Development Services Department as part of the Midyear 2025 Budget, which will be considered in January 2025. It is unknown how much annual revenue will be generated

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for local government related to short-term rental permitting fees and taxation. If approximately 150 of the 300 properties currently engaged in this type of activity come into compliance, the estimated revenue generated would be $208,000. The majority of that revenue would stem from Lodger's Tax, which has limitations on its use pursuant to State law.

Jeremy Lenentine moved to approve O22. Seconded by Karissa Culbreath

The following individuals spoke under this item:
George Wilson
Madigan Ray
Debbie Smith
Carl Vidal

Deb Dapson moved to amend O22 and strike out Section 123.04 General Provisions as follows: ~~(10)A Short-term Rental Unit shall not be rented more than once within a seven (7)- day period~~. Seconded by Paul Wymer

The motion to amend failed by a vote of 0 FOR and 6 AGAINST.
YES: None
NO: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

Jeremy Lenentine moved to amend O22 as follows: (10) A Short-term Rental Unit shall not be rented more than ~~once~~ twice within a seven (7)- day period. Seconded by Deb Dapson

The motion to amend failed by a vote of 2 FOR and 4 AGAINST.
YES: Deb Dapson, Jeremy Lenentine
NO: Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

The main motion carried by a vote of 5 FOR and 1 AGAINST.
YES: Deb Dapson, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List
NO: Jeremy Lenentine

Discussion and Deliberation

13) D39, Advice and Consent of the Governing Body to Award Contract to Vital Consulting Group, LLC

BJ Gottlieb, Public Works Director presented this item. Approval of this project will provide a stable arroyo crossing with provisions to mitigate erosion which protects the Idalia Road at the Arroyo de la Barranca.

Deb Dapson moved to approve D39. Seconded by Jeremy Lenentine

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The motion carried by a vote of 6 FOR and 0 AGAINST.
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

14) D40, Advise and Consent of the Governing Body to Award a Contract to Code 3 Technology, LLC

Deputy Police Chief Salgado presented this item. The City of Rio Rancho is transitioning away from the Sandoval County Regional Emergency Communications Center and establishing a Rio Rancho Emergency Communications Center, effective July 1, 2025. As part of this process, staff recommends implementing a new Computer Aided Dispatch (CAD) software, as the current legacy software was selected circa 2017, has limited functionality, and will likely be retained by the Sandoval County Regional Emergency Communications Center. Approval will ensure operational efficiency the new software will interface seamlessly with the Police Department's current RMS platform and interface with NM State Police, allowing sharing of information between the City and the largest jurisdiction within NM. Also, this will minimize the reliance on other agencies to provide services to the citizens of Rio Rancho. In future fiscal years, additional funding must be budgeted to account for the annual maintenance fee, which is approximately $160,000 more than the contribution the City currently makes to the Sandoval County Regional Emergency Communications Center related to the legacy CAD software.

Bob Tyler moved to approve D40. Seconded by Nicole List

The motion carried by a vote of 6 FOR and 0 AGAINST.
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

City Manager

Mr. Geisel stated the Sprouts grand opening and ribbon cutting will take place tomorrow at 6:45 am. Also coming up are the following:

- Beginning September 30, 2024, Safelite Blvd will be undergoing a reconstruction project.
- National Coffee with a Cop is 10/2 @ Starbucks (528 & Southern Blvd)
- Rio Rancho Fall Festival will take place on 10/19 @ RR Events Center
- Disney on Ice will be here 10-4 – 10-6 @ RR Event Center
- Volleyball tournaments will be held in Rio Rancho at the high schools this weekend
- Galloping Goat Pumpkin Patch will open 9/28 – 10/31 next to the RR Event Center

Adjournment

DRAFT

6:54 p.m.

APPROVED THIS OCTOBER 10, 2024

Greggory D. Hull, Mayor

ATTEST:

Noel Davis, City Clerk

SEAL

DRAFT

Governing Body
of the
City of Rio Rancho

MINUTES
SEPTEMBER 26, 2024
6:00 PM
Council Chambers, City Hall

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Deb Dapson Councilor Dist. 1
Jeremy Lenentine, Councilor Dist. 2
Bob Tyler, Councilor Dist. 3
Paul Wymer, Councilor Dist. 4
Karissa Culbreath, Councilor Dist. 5
Nicole List, Councilor Dist. 6

STAFF PRESENT:
Matt Geisel, City Manager
Jessica Tolle, Assistant City Attorney
Noel Davis, City Clerk
Carol Jaramillo, Director of Financial Svcs.
James DeFillippo, Fire Chief
Amy Rincon, Director of Development Services
BJ Gottlieb, Director of Public Works
Jason Shoup, Director of Library & Info. Services
Yolanda Lucero, Deputy City Clerk

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9) D37, Appointment of Tonja Brandt to the Arts Commission
10) D38, Appointment of Christopher Marsh to the Parks and Recreation Commission=

Bob Tyler moved to approve consent calendar. Seconded by Nicole List

The motion carried by a vote of 6 FOR and 0 AGAINST
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

Boards/Commissions/Committee Reports

Public Hearings

Second Reading of Ordinances

11) O21, Ordinance Amending Chapter 36 Finance and Revenue

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Karissa Culbreath moved to approve O21. Seconded by Nicole List

The motion carried by a vote of 6 FOR and 0 AGAINST.
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List
No: None

First Reading of Ordinances

12) O22, Ordinance Amending the Municipal Code of the City of Rio Rancho; Adding a Chapter Establishing Regulations for Short-Term Rentals

Matt Geisel gave a brief overview and turned it over to Jessica Tolle, Assistant City Attorney.

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for local government related to short-term rental permitting fees and taxation. If approximately 150 of the 300 properties currently engaged in this type of activity come into compliance, the estimated revenue generated would be $208,000. The majority of that revenue would stem from Lodger's Tax, which has limitations on its use pursuant to State law.

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Deb Dapson moved to amend O22 and strike out Section 123.04 General Provisions as follows: ~~(10)A Short-term Rental Unit shall not be rented more than once within a seven (7)- day period~~. Seconded by Paul Wymer

The motion to amend failed by a vote of 0 FOR and 6 AGAINST.
YES: None
NO: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

Jeremy Lenentine moved to amend O22 as follows: (10) A Short-term Rental Unit shall not be rented more than ~~once~~ twice within a seven (7)- day period. Seconded by Deb Dapson

The motion to amend failed by a vote of 2 FOR and 4 AGAINST.
YES: Deb Dapson, Jeremy Lenentine
NO: Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

The main motion carried by a vote of 5 FOR and 1 AGAINST.
YES: Deb Dapson, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List
NO: Jeremy Lenentine

Discussion and Deliberation

13) D39, Advice and Consent of the Governing Body to Award Contract to Vital Consulting Group, LLC

BJ Gottlieb, Public Works Director presented this item. Approval of this project will provide a stable arroyo crossing with provisions to mitigate erosion which protects the Idalia Road at the Arroyo de la Barranca.

Deb Dapson moved to approve D39. Seconded by Jeremy Lenentine

The motion carried by a vote of 6 FOR and 0 AGAINST.
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

14) D40, Advise and Consent of the Governing Body to Award a Contract to Code 3 Technology, LLC

Deputy Police Chief Salgado presented this item. The City of Rio Rancho is transitioning away from the Sandoval County Regional Emergency Communications Center and establishing a Rio Rancho Emergency Communications Center, effective July 1, 2025. As part of this process, staff recommends implementing a new Computer Aided Dispatch (CAD) software, as the current legacy software was selected circa 2017, has limited functionality, and will likely be retained by the Sandoval County Regional Emergency Communications Center. Approval will ensure operational efficiency the new software will interface seamlessly with the Police Department's current RMS platform and interface with NM State Police, allowing sharing of information between the City and the largest jurisdiction within NM. Also, this will minimize the reliance on other agencies to provide services to the citizens of Rio Rancho. In future fiscal years, additional funding must be budgeted to account for the annual maintenance fee, which is approximately $160,000 more than the contribution the City currently makes to the Sandoval County Regional Emergency Communications Center related to the legacy CAD software.

Bob Tyler moved to approve D40. Seconded by Nicole List

The motion carried by a vote of 6 FOR and 0 AGAINST.
YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List

City Manager

Mr. Geisel stated the Sprouts grand opening and ribbon cutting will take place tomorrow at 6:45 am. Also coming up are the following:

- Beginning September 30, 2024, Safelite Blvd will be undergoing a reconstruction project.
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Adjournment

6:54 p.m.

APPROVED THIS OCTOBER 10, 2024

Greggory D. Hull, Mayor

ATTEST:

Noel C.Davis, City Clerk

SEAL

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
October 10, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of September 27, 2024 Special Work Session Meeting (Strategic Plan)

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: Minutes of September 27, 2024 Special Work Session Meeting (Strategic Plan)
ATTACHMENT: Minutes of September 27, 2024 - Signed

Governing Body
of the
City of
Rio Rancho
Special
Work Session
MINUTES
SEPTEMBER 27, 2024
9:00 a.m.
Council Chambers

MEMBERS PRESENT:
Greggory D. Hull, Mayor
Deb Dapson, Councilor Dist. 1
Bob Tyler, Councilor Dist. 3
Karissa Culbreath, Councilor Dist. 5
Nicole List, Councilor Dist. 6

MEMBERS ABSENT:
Jeremy Lenentine, Dist. 2
Paul Wymer, Councilor Dist. 4

STAFF
Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Noel Davis, City Clerk
Amy Rincon, Director of Development Services
Ryan Chavez, Asst. to City Manager, Policy & Planning
Yolanda Lucero, Deputy City Clerk

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Hull called the meeting to order at 9:00 a.m.

Discussion

1. 2023-2028 Strategic Plan Reporting

Ryan Chavez, Assistant to the City Manager for Policy and Planning presented this item. In December 2022, the Governing Body initiated the process of a new five-year Strategic Plan by reviewing the previous plan's results, identifying strengths and areas for improvement, reaffirming goals, and setting new objectives. From December 2022 to January 2023, citizen and stakeholder feedback was gathered through town-hall meetings and an online survey, with results compiled by a third-party consultant. In January 2023, a Strategic Planning Committee was formed with departmental representatives to review the previous plan and, using input from the Governing Body and the public, develop new long-term goals, vision statements, core values, and objectives. In June 2023, the Committee presented the Plan to the Governing Body for further input, and the Plan was adopted by the Governing Body in September 2023. She went over the Vision, Mission, and Core Values and went for some of the goals as follows:

- Quality of Life Goals:
    - Encourage & Aid in home and property maintenance for community aesthetics

DRAFT

    - Enhance Community Gathering Spaces
    - Expand Public Access of Library Services
- Community & Economic Development Goals
    - Expand Development of City Center for Business Investment and Educational Opportunities
    - Adopt and Implement Updates to Development-Related Legislation
- Infrastructure Goal:
    - Provide transportation infrastructure to expand and improve overall multi-modal experience
    - Develop and Implement Facilities Master Plan
    - Provide Transportation Infrastructure to Expand and Improve Overall Multi-Modal Experience
    - Provide a Safe, Reliable, and Sustainable Water Infrastructure System
- Public Safety Goals:
    - Strengthen Core Emergency Response and Supporting Functions in Line with the Growth and Needs of the Community
    - Identify and Implement the Latest Technology to Improve Effectiveness and Efficiency of Public Safety Services
- Organizational Excellence
    - Strive to be a Preferred Employer in the Metro Area
    - Build a Sense of Community Through Citizen Participation

2. Planning Calendar Update

Peter Wells, Deputy City Manager provided a recap of the planning calendar. The intent of the calendar is to provide a high-level overview of upcoming key projects, initiatives, meetings, and dates for the Governing Body members and staff for coordination and planning purposes. The planning calendar also gives the public a preview. The document will evolve over time. He went over key dates and items that are required by Charter/Ordinance, and State/Federal Law necessitated. The update includes key projects that occurred over the last fiscal year and items to note for the current fiscal year.

3. City Manager Goals and Priorities

Matt Geisel, City Manager went over the goals and priorities for 2024-2025.

- Facilities Master Plan 2.0
  (Scoping and/or design for the “Big 5” facilities)
- Develop and present water/sewer rate study
- Finalize and adopt Development Process Manual
- Present Multi-Year Pavement Preservation Plan (implementation subject to funding)
- Implement first phase of Real Time Crime Center (RTCC)

Adjournment

DRAFT

10:18 a.m.

APPROVED THIS OCTOBER 10, 2024

Greggory D. Hull, Mayor

ATTEST:

Noel Davis, City Clerk
(SEAL)

DRAFT

Governing Body
of the
City of
Rio Rancho
Special
Work Session
MINUTES
SEPTEMBER 27, 2024
9:00 a.m.
Council Chambers

MEMBERS PRESENT:
Greggory D. Hull, Mayor
Deb Dapson, Councilor Dist. 1
Bob Tyler, Councilor Dist. 3
Karissa Culbreath, Councilor Dist. 5
Nicole List, Councilor Dist. 6

MEMBERS ABSENT:
Jeremy Lenentine, Dist. 2
Paul Wymer, Councilor Dist. 4

STAFF
Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Noel Davis, City Clerk
Amy Rincon, Director of Development Services
Ryan Chavez, Asst. to City Manager, Policy & Planning
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- Expand Public Access of Library Services
- Community & Economic Development Goals
  - Expand Development of City Center for Business Investment and Educational Opportunities
  - Adopt and Implement Updates to Development-Related Legislation
- Infrastructure Goal:
  - Provide transportation infrastructure to expand and improve overall multi-modal experience
  - Develop and Implement Facilities Master Plan
  - Provide Transportation Infrastructure to Expand and Improve Overall Multi-Modal Experience
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  - Strengthen Core Emergency Response and Supporting Functions in Line with the Growth and Needs of the Community
  - Identify and Implement the Latest Technology to Improve Effectiveness and Efficiency of Public Safety Services
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Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
October 10, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of September 27, 2024 Special Work Session Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: Minutes of September 27, 2024 Special Work Session Meeting
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Governing Body
of the
City of
Rio Rancho
Special
Work Session
MINUTES
SEPTEMBER 27, 2024
11:00 a.m.
Council Chambers

MEMBERS PRESENT:	**STAFF**
Greggory D. Hull, Mayor	Matt Geisel, City Manager
Deb Dapson, Councilor Dist. 1	Peter Wells, Deputy City Manager
Jeremy Lenentine, Dist. 2	Noel Davis, City Clerk
Bob Tyler, Councilor Dist. 3	BJ Gottlieb, Director of Public Works
Paul Wymer, Councilor Dist. 4	Amy Rincon, Director of Development Services
Karissa Culbreath, Councilor Dist. 5	Ryan Chavez, Assist. to City Mgr. for Policy & Planning
Nicole List, Councilor Dist. 6	Yolanda Lucero, Deputy City Clerk

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Hull called the meeting to order at 9:00 a.m.

Discussion

1. Comcast/Xfinity Update

Matt Geisel, City Manager provided a brief overview of the ongoing Comcast project.

Chris Dunkeson, Vice-President of Operations with Comcast provided an update of the Comcast/Xfinity project in Rio Rancho. It is a $150 million expansion investment. The project will provide fiber to the premise network that is fast, reliable, secure and scalable to future needs. There is an estimated 45,000 homes and businesses and 12,000 have been completed to date. Mr. Dunkeson went over the process and next steps. In an effort to provide better communication to the residents they have provided additional signage and are trying different methods of outreach to constituents. They have enhanced hands-on quality control, which includes 3 full time employees dedicated solely to quality control that are located in Rio Rancho. Also, they have slowed the pace of the project down. Comcast is dedicated to correcting the ongoing issues.

The Governing Body voiced their frustrations, concerns, and the concerns of the constituents in the community. The project has caused many issues that are unacceptable and they would like to see positive change in their delivery of service. The Governing Body understands that unforeseen issues will arise, but would like to ensure steps are being put in place to resolve issues efficiently and that Comcast staff

DRAFT

is being respectful of the community, residents and properties.

Adjournment

11:58 a.m.

APPROVED THIS OCTOBER 10, 2024

Greggory D. Hull, Mayor

ATTEST:

Noel Davis, City Clerk
(SEAL)

DRAFT

Governing Body
of the
City of
Rio Rancho
Special
Work Session
MINUTES
SEPTEMBER 27, 2024
11:00 a.m.
Council Chambers

MEMBERS PRESENT:	**STAFF**
Greggory D. Hull, Mayor	Matt Geisel, City Manager
Deb Dapson, Councilor Dist. 1	Peter Wells, Deputy City Manager
Jeremy Lenentine, Dist. 2	Noel Davis, City Clerk
Bob Tyler, Councilor Dist. 3	BJ Gottlieb, Director of Public Works
Paul Wymer, Councilor Dist. 4	Amy Rincon, Director of Development Services
Karissa Culbreath, Councilor Dist. 5	Ryan Chavez, Assist. to City Mgr. for Policy & Planning
Nicole List, Councilor Dist. 6	Yolanda Lucero, Deputy City Clerk

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Hull called the meeting to order at 9:00 a.m.

Discussion

1. Comcast/Xfinity Update

Matt Geisel, City Manager provided a brief overview of the ongoing Comcast project.

Chris Dunkeson, Vice-President of Operations with Comcast provided an update of the Comcast/Xfinity project in Rio Rancho. It is a $150 million expansion investment. The project will provide fiber to the premise network that is fast, reliable, secure and scalable to future needs. There is an estimated 45,000 homes and businesses and 12,000 have been completed to date. Mr. Dunkeson went over the process and next steps. In an effort to provide better communication to the residents they have provided additional signage and are trying different methods of outreach to constituents. They have enhanced hands-on quality control, which includes 3 full time employees dedicated solely to quality control that are located in Rio Rancho. Also, they have slowed the pace of the project down. Comcast is dedicated to correcting the ongoing issues.

The Governing Body voiced their frustrations, concerns, and the concerns of the constituents in the community. The project has caused many issues that are unacceptable and they would like to see positive change in their delivery of service. The Governing Body understands that unforeseen issues will arise, but would like to ensure steps are being put in place to resolve issues efficiently and that Comcast staff

is being respectful of the community, residents and properties.

Adjournment

11:58 a.m.

APPROVED THIS OCTOBER 10, 2024

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R87

AGENDA DATE:
October 10, 2024

DEPARTMENT:
Police Department

SUBJECT:
R87, Resolution Authorizing a Budget Adjustment to the State Grant Fund (252)

BACKGROUND AND ANALYSIS:
The 13th District Attorney's Office received funding from the State of New Mexico to reduce the number of outstanding warrants by partnering with local law enforcement agencies and serving felony arrest warrants.

The 13th District Attorney's Office has allocated one hundred thirty-two thousand nine hundred forty-one dollars ($132,941) to the Rio Rancho Police Department to be used through June 30, 2025.

This funding allows officers to work overtime, specifically on arresting offenders with outstanding warrants and reducing the number of outstanding warrants. The 13th District Attorney's Office will distribute the specific warrants to be served to the law enforcement agency.

IMPACT:
There is no impact to the City's General Fund. The Resolution, if approved, authorizes the acceptance and use of State funds.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R87
ATTACHMENT: FY25 Rio Rancho Warrant Fund Award Letter
ATTACHMENT: R87 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE GRANT FUND (252) FOR FELONY WARRANT ENFORCEMENT

WHEREAS: the 13th Judicial District Attorney's Office has awarded the City of Rio Rancho an amount of $132,941.00 for overtime compensation for operations aimed at reducing the warrant backlog and apprehending recently issued felony warrants with the 13th Judicial District; and

WHEREAS: a budget adjustment is necessary to expend the grant funds as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

State Grants Fund (252)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-334.10-00 State Grants	PS2566	$164,744	$132,941		$297,685
Total Sources		$164,744	$132,941		$297,685

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-421.10-21 Overtime	PS2566	$83,314	$132,941		$216,255
Total Uses		$83,314	$132,941		$216,255

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

OFFICE OF THE DISTRICT ATTORNEY
THIRTEENTH JUDICIAL DISTRICT
CIBOLA, SANDOVAL AND VALENCIA COUNTIES

BARBARA A. ROMO
DISTRICT ATTORNEY

September 12, 2024

To: Rio Rancho Police Department
Fr: Anna Casaus, Chief Financial Officer
Cassandra Cruz, Financial Administrator
Re: FY25 Felony Warrant Enforcement Funds

Lieutenant Naus,

We are writing to inform you of your Intergovernmental Agreement with the 13th Judicial District Attorney's Office in participation with the FY25 Felony Warrant Enforcement Fund to execute and clear the backlog of felony warrants in our district.

The awarded amount for your agency will be **$132,941.00** through 6/30/2025.

Your point of contact for this Felony Warrant Enforcement will be our agencies Chief Investigator, he will be in contact with you to proceed, see below contact information:

- Chris Padilla, phone number: 505-771-7458
- Email Address: Cpadilla@da.state.nm.us

Our Financial Administrator Cassandra Cruz will be in contact with your Finance Department for reporting, and reimbursement, see below contact information:

- Cassandra Cruz, Direct Line: 505-771-7415
- Email Address: Ccruz@da.state.nm.us

Should you require any additional information, please contact the individuals listed above.

Sincerely,

Anna Casaus

Anna Casaus, Chief Financial Officer

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 87 **ENACTMENT NO. 24-086**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE GRANT FUND (252) FOR FELONY WARRANT ENFORCEMENT

WHEREAS: the 13th Judicial District Attorney's Office has awarded the City of Rio Rancho an amount of $132,941.00 for overtime compensation for operations aimed at reducing the warrant backlog and apprehending recently issued felony warrants with the 13th Judicial District; and

WHEREAS: a budget adjustment is necessary to expend the grant funds as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

State Grants Fund (252)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-334.10-00 State Grants	PS2566	$164,744	$132,941		$297,685
Total Sources		$164,744	$132,941		$297,685

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-421.10-21 Overtime	PS2566	$83,314	$132,941		$216,255
Total Uses		$83,314	$132,941		$216,255

ADOPTED THIS 10TH DAY OF OCTOBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R88

AGENDA DATE:
October 10, 2024

DEPARTMENT:
Library and Information Services

SUBJECT:
R88, Resolution Authorizing Budget Adjustments to the General Fund (101), Library Fund (220), 2022 G.O. Bond Fund (333), and 2024 G.O. Bond Fund (334)

BACKGROUND AND ANALYSIS:

The Library and Information Services Department has funding from General Fund appropriations, intergovernmental grants, and voter-approved bond proceeds that must be expended in a timely fashion to support public library services and operations.

A budget adjustment is necessary to expend the funds as intended.

Library funds will allocated in the following manner:

General Fund 101

- Cradlepoint and Sophos RED are used for public network protection at public libraries.
- Sophos Firewalls (2) for public network protection at the public libraries.

Library Fund 220 (Sandoval County Bond), 333 (2022 City of Rio Rancho Quality of Life Facilities G.O. Bond), and 334 (2024 City of Rio Rancho Quality of Life Facilities G.O. Bond)

- Replace aging shelving and library features and add new play pods at Esther Bone Library.
- Replace existing public computer workstations with purpose-built computer tables at Loma Colorado Library and Esther Bone libraries. The project will add additional computer workstations and improve patron privacy.
- Barcode scanners, RFID tag pad, receipt printers, camera, and router equipment for forthcoming bookmobile.

IMPACT:
The Library and Information Services Department will be able to improve the public furnishings at both the Esther Bone and Loma Colorado public libraries, outfit the new bookmobile, update public information technology infrastructure, and better use existing staff workspace.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R88
ATTACHMENT: R88 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO THE GENERAL FUND (101), LIBRARY FUND (220), 2022 G.O. BOND FUND (333), & 2024 G.O. BOND FUND (334) FOR LIBRARY PROJECTS

WHEREAS: the Library and Information Services Department has funding from General Fund appropriations, intergovernmental grants, and voter-approved bond proceeds that must be expended in a timely fashion to support public library services and operations; and

WHEREAS: a budget adjustment is necessary to expend the funds as intended.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

General Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-4505-450.31-06 Technological Initiatives	No Project	$4,400	$20,800	$0	$25,200
101-4505-450.50-30 Leases and Rentals	No Project	$56,131	$0	$20,800	$35,331
Total Uses		$60,531	$20,800	$20,800	$60,531

*No project; Firewalls for library networks.

Library Fund (220)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
220-0000-450.50-05 Memberships and Subscriptions	LB2408	$68,731	$3,750	$0	$72,481
220-0000-450.60-53 Program Supplies	LB2408	$7,000	$0	$3,750	$3,250
220-0000-450.60-73 County Bond Books	LB2404	$364,795	$0	$27,464	$337,331
220-0000-450.70-25 Major Furniture and Equipment	LB2404	$2,561	$27,464	$0	$30,025
Total Uses		$443,087	$31,214	$31,214	$443,087

2022 GO Bond Fund (333)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
333-0000-450.60-70 Minor Furniture and Equipment	LB2233	$0	$10,368	$0	$10,368
333-0000-450.60-72 Books	LB2233	$45,368	$0	$45,368	$0
333-0000-450.70-11 Building Improvements	LB2233	$0	$35,000	$0	$35,000
Total Expense		$45,368	$45,368	$45,368	$45,368

2024 GO Bond Fund (334)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
334-0000-450.60-70 Minor Furniture and Equipment	LB2509	$289,474	$0	$71,000	$218,474
334-0000-450.70-25 Major Furniture and Equipment	LB2509	$0	$71,000	$0	$71,000
Total Expense		$289,747	$71,000	$71,000	$289,474

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 88 **ENACTMENT NO. 24-087**

RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO THE GENERAL FUND (101), LIBRARY FUND (220), 2022 G.O. BOND FUND (333), & 2024 G.O. BOND FUND (334) FOR LIBRARY PROJECTS

WHEREAS: the Library and Information Services Department has funding from General Fund appropriations, intergovernmental grants, and voter-approved bond proceeds that must be expended in a timely fashion to support public library services and operations; and

WHEREAS: a budget adjustment is necessary to expend the funds as intended.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

General Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-4505-450.31-06 Technological Initiatives	No Project	$4,400	$20,800	$0	$25,200
101-4505-450.50-30 Leases and Rentals	No Project	$56,131	$0	$20,800	$35,331
Total Uses		$60,531	$20,800	$20,800	$60,531

*No project; Firewalls for library networks.

Library Fund (220)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
220-0000-450.50-05 Memberships and Subscriptions	LB2408	$68,731	$3,750	$0	$72,481
220-0000-450.60-53 Program Supplies	LB2408	$7,000	$0	$3,750	$3,250
220-0000-450.60-73 County Bond Books	LB2404	$364,795	$0	$27,464	$337,331
220-0000-450.70-25 Major Furniture and Equipment	LB2404	$2,561	$27,464	$0	$30,025
Total Uses		$443,087	$31,214	$31,214	$443,087

2022 GO Bond Fund (333)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
333-0000-450.60-70 Minor Furniture and Equipment	LB2233	$0	$10,368	$0	$10,368
333-0000-450.60-72 Books	LB2233	$45,368	$0	$45,368	$0
333-0000-450.70-11 Building Improvements	LB2233	$0	$35,000	$0	$35,000
Total Expense		$45,368	$45,368	$45,368	$45,368

2024 GO Bond Fund (334)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
334-0000-450.60-70 Minor Furniture and Equipment	LB2509	$289,474	$0	$71,000	$218,474
334-0000-450.70-25 Major Furniture and Equipment	LB2509	$0	$71,000	$0	$71,000
Total Expense		$289,747	$71,000	$71,000	$289,474

ADOPTED THIS 10TH DAY OF OCTOBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R89

AGENDA DATE:
October 10, 2024

DEPARTMENT:
Police Department

SUBJECT:
R89, Resolution Authorizing a Budget Adjustment to the Regional Emergency Communication Center Fund (280) for Repair of the Uninterrupted Power Supply

BACKGROUND AND ANALYSIS:
The Regional Communications Center Uninterrupted Power Supply failed, causing radio services to be interrupted throughout Sandoval County, including the City of Rio Rancho. Electrical services are needed to trace the origin of the failure and remedy it permanently, eliminating current vulnerabilities to communications capabilities amongst all first responders within the County of Sandoval.

IMPACT:
The proposed funding source is the Ending Fund Balance/Reserve—Capital of the Regional Emergency Communications Center (280), which the JPA Board voted on and approved at a meeting on September 26th, 2024, at 10:00 a.m. This step in the repair is quoted at $19,538.58.

ALTERNATIVES:
Approve Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R89
ATTACHMENT: Bid Proposal
ATTACHMENT: JPA Minutes 9-26-2024
ATTACHMENT: R89 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE REGIONAL EMERGENCY COMMUNICATION CENTER FUND (280) FOR REPAIR OF THE UNINTERRUPTED POWER SUPPLY

WHEREAS: repair work, including the tracing of electrical services to the Uninterrupted Power Supply (UPS), is needed to trace the origin of the issue and permanently stabilize the Regional Emergency Communication Center's radio system and

WHEREAS: a budget adjustment is necessary to complete this repair.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

Regional Emergency Communications Center (280)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
280-0000-421.50-35 Building Repair	No Project	$4,803	$19,539		$24,342
280-0000-421.90-04 Ending Fund balance / Reserve - Capital	No Project	$2,309,919		$19,539	$2,290,380
Total Uses		$2,314,722	$19,539	$19,539	$2,314,722

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel Davis, City Clerk
(SEAL)

RITECON
PLAN · BUILD · EXECUTE

ALL-RITE CONSTRUCTION INC. LIC. 82136

539 Oliver Ross Dr.
Albuquerque, NM 87121
Ph: (505) 344-7663
Fax: (505) 898-8239

Proposal Submitted To:
City of Rio Rancho Public Works
RE: Police Dept. Emergency Dispatch UPS Assessment, Circuit Tracing & Repairs
Proposal Submitted By: Jason Bianchetti
Attention: Eric Voccio- Program Manager City of Rio Rancho Public Works
Rio Rancho City Hall
3200 Civic Center Cir NE
Rio Rancho, NM 87144
September 11, 2024
PRICE AGREEMENT Contract 25-002-BM

Description
Ritecon would like to hereby propose executing a turnkey project for the City of Rio Rancho's Police Department dispatch UPS repair. The project scope is as detailed below. Compensation is as follows.

Grand Total: $19,538.58

Authorized All-Rite Construction Project Manager: Jason Bianchetti *Jason Bianchetti*

Pricing is valid for 120 days

All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any deviation from specifications involving extra costs will be executed upon either written or verbal orders and will become an extra charge over and above the price quote. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Scope of Work

Preconstruction services

- Administrative coordination
- Subcontractor & equipment procurement

General Requirements

- Builders risk and general liability insurance
- PM management & coordination
- Waste management
- Safety
- Closeouts & training

Scope

Designed Power - 1 year service agreement

- Eaton Flex-plan 7x24 service contract coverage for the existing UPS including all necessary parts and labor with 8 hour response time, including one time, 1 standard business hour preventative maintenance visit with internal battery PM

Electrical tracing

- Trace every circuit in electrical panel fed through UPS
- Properly label electrical panel
- Allowance for moving up to 5 circuits from UPS panel to adjacent panel

Warranty

- The above work carries a 1-year labor and materials warranty

Exclusions

- Hazardous material testing and abatement
- A&E services
- Permitting
- Anything not specifically mentioned

Cost Breakdown

Material & Equipment Breakdown				
Item	*Quantity*			*Cost*
General requirements – consumables				$250.00
Designed Power				$4,806.00
Electrical tracing (Gamblin Rogers)				$5,580.00
Allowance for circuit relocation (5)				$4,750.00
Subtotal Materials & equipment				$15,386.00
Dumpsters, Disposal, Porta Potty				$0.00
Total Materials & Equipment				$15,386.00
Labor Breakdown Contractor				
Crew Member		Hours	Rate	Total
Journeyman		8	$100.00	$800.00
Laborer		0	$85.00	$0.00
Diagnosis, Project Estimates, troubleshooting, other (Page 40)		8	$250.00	$2,000.00
Labor total				$2,800.00
Subtotal: Material, Equipment & Labor				$18,186.00
Bond 3%				NA
Tax 7.4375% July 24 – Dec. 24				$1,352.58
Total *(Tax Included)*				$19,538.58

Total Proposal **$19,538.58**

Sandoval County Regional Emergency Communications Center
Board Meeting
Village of Corrales Council Chambers
4324 Corrales Rd., Corrales NM
Thursday, September 26, 2024
10 AM

Minutes

JPA Board Members	Attendees
Board Members Present	
Chief Vic Mangiacapra, Corrales PD	Assistant Manager Staci Tipton, SCRECC
Chief Anthony Martinez, Corrales FD	
Chief Eric Masterson, Sandoval County FD	
Sheriff Jesse James Casaus, Sandoval County SO	
Chief James DeFillippo, Rio Rancho FD	
Deputy Chief Gabe Salgado, Rio Rancho PD	
Lt Bryan Dominguez, Bernalillo PD	
Board Members Not Present	
Bernalillo FD	
Santa Ana PD	

1. Call to order at 10:00
2. Roll Call: see above
3. Motion to approve agenda by Chief Mangiacapra, 2nd by Chief DeFilippo. Non-opposed, motion approved.
4. Charles Ross explains the attached RITCON ALL-RITE invoice. The need stems from the failures we had in August. An electrician is needed to move 3 circuits off of the UPS. The request is for the capital expenditure to cover the invoice.
    a. Chief DeFillippo, motion to approve item 4, 2nd by Sheriff Casaus. Motion passes with the following roll call vote.
        i. Rio Rancho-Yes
        Corrales-Yes
        Sandoval-Yes
        Town of Bernalillo-Yes
        Santa Ana-not present

5. Charles Ross explains the attached cost proposal for the RITCON ALL-RITE UPS Assessment, Circuit Tracing, and Repairs. This proposal is for the next step in troubleshooting to get the UPS system squared away. An electrician is needed to identify every circuit on the UPS panel. This also includes a one-year service contract to have a technician do a PM and ensure there are no problems internally with the UPS.
    a. Chief DeFilippo, motion to approve item 5, 2nd by Sheriff Casaus. Motion passes with the following roll call vote.
        i. Rio Rancho-Yes
        Corrales-Yes
        Sandoval-Yes
        Town of Bernalillo-Yes
        Santa Ana-not present
6. Public comments
    a. none
7. Open Discussion among members
    a. Staci Tipton
        i. Console Cleaning in October
        ii. Seven more new hires, including some laterals
        iii. Operators are helping with tactical dispatch at Balloon Fiesta
    b. Chief Masterson
        i. Work with the consultant continues.
        ii. Gaps in GIS
8. Announcements/future agenda items
    a. DFA needs board info about the next fiscal agent.
9. Next Board Meeting
    a. October 22nd, 2024, at 10 am at Village of Corrales Council Chambers
10. Adjournment
    a. Motion to adjourn by Chief Masterson
        i. 1019hrs

All-Rite Construction, Inc.
PO Box 67904
Albuquerque, NM 87193-7904
505-344-7663
www.ritecon.com

Invoice

Date	Invoice #
8/21/2024	COM-2441-1

Bill To
Financial Services 3200 Civic Center Circle NE Rio Ranco, NM 87144

Terms	P.O. No.	Project Name
net 30	Proposal August 16, 2024	COM-2441 Rio Rancho PD UPS Emergency

Description	Qty	Rate	Amount
Labor and material to repair Police Dept. UPS Dispatch	1	4,470.00	4,470.00T

Subtotal	$4,470.00
Sales Tax (7.4375%)	$332.46
Total	$4,802.46

Please Make Checks Payable to All Rite Construction

RITECON
PLAN · BUILD · EXECUTE

ALL-RITE CONSTRUCTION INC. LIC. 82136

539 Oliver Ross Dr.
Albuquerque, NM 87121
Ph: (505) 344-7663
Fax: (505) 898-8239

Proposal Submitted To:
City of Rio Rancho Public Works
RE: Police Dept. Emergency Dispatch UPS Assessment, Circuit Tracing & Repairs
Proposal Submitted By: Jason Bianchetti
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Rio Rancho, NM 87144
September 11, 2024
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Grand Total:	**$19,538.58**

Authorized All-Rite Construction Project Manager: Jason Bianchetti *Jason Bianchetti*

Pricing is valid for 120 days

All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any deviation from specifications involving extra costs will be executed upon either written or verbal orders and will become an extra charge over and above the price quote. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Scope of Work

Preconstruction services

- Administrative coordination
- Subcontractor & equipment procurement

General Requirements

- Builders risk and general liability insurance
- PM management & coordination
- Waste management
- Safety
- Closeouts & training

Scope

Designed Power - 1 year service agreement

- Eaton Flex-plan 7x24 service contract coverage for the existing UPS including all necessary parts and labor with 8 hour response time, including one time, 1 standard business hour preventative maintenance visit with internal battery PM

Electrical tracing

- Trace every circuit in electrical panel fed through UPS
- Properly label electrical panel
- Allowance for moving up to 5 circuits from UPS panel to adjacent panel

Warranty

- The above work carries a 1-year labor and materials warranty

Exclusions

- Hazardous material testing and abatement
- A&E services
- Permitting
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Cost Breakdown

Material & Equipment Breakdown				
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Total Proposal **$19,538.58**

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 89 **ENACTMENT NO. 24-088**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE REGIONAL EMERGENCY COMMUNICATION CENTER FUND (280) FOR REPAIR OF THE UNINTERRUPTED POWER SUPPLY

WHEREAS: repair work, including the tracing of electrical services to the Uninterrupted Power Supply (UPS), is needed to trace the origin of the issue and permanently stabilize the Regional Emergency Communication Center's radio system and

WHEREAS: a budget adjustment is necessary to complete this repair.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

Regional Emergency Communications Center (280)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
280-0000-421.50-35 Building Repair	No Project	$4,803	$19,539		$24,342
280-0000-421.90-04 Ending Fund balance / Reserve - Capital	No Project	$2,309,919		$19,539	$2,290,380
Total Uses		$2,314,722	$19,539	$19,539	$2,314,722

ADOPTED THIS 10TH DAY OF OCTOBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D41

AGENDA DATE:
October 10, 2024

DEPARTMENT:
City Clerk

SUBJECT:
D41, Approval for Venas Fifth Number Three, LLC, DBA Top of the Block (the "Applicant") located at 7805 Enchanted Hills Blvd., Rio Rancho, NM 87144 for transfer of New Mexico Dispenser License DIS-001032 (formerly License No.2639).

BACKGROUND AND ANALYSIS:
In accordance with 60-6B-4 NMSA, 1978 of the Liquor Control Act, the Director of Alcohol Beverage Control Division has granted this application conditional preliminary approval and has forwarded it to the Governing Body of Rio Rancho for public hearing and action.

IMPACT:
This application is the Transfer of Location Only of a Dispenser Liquor License to the The Block located at 7805 Enchanted Hills Blvd., Rio Rancho, NM 87144. This Dispenser Liquor License will provide service throughout The Block property including: Top of The Block, Tavern on The Green and Mini Bar.

ALTERNATIVES:
If the Governing Body does not approve the issuance of the license, it shall notify the Alcohol Beverage Control Division setting forth the reasons for disapproval.

The Governing Body may disapprove the issuance of the license if:

1. The location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico;
2. The issuance is in violation of zoning (or other) ordinances of the City; or
3. The issuance is detrimental to the public health, safety or morals of the residents.

None of these conditions exist at the proposed site.

DEPARTMENT RECOMMENDATION:
Approve the application as presented by the NM Regulation and Licensing Department.

ATTACHMENT: Top of Block Application

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

August 29, 2024

Via Email to: ndavis@rrnm.gov AND Certified Mail No.: 7021 2720 0001 2204 8600
City of Rio Rancho
Attn: Noel C. Davis, City Clerk
3200 Civic Center Circle NE
Rio Rancho, NM 87144

7021 2720 0001 2204 8600

Lic. No. /Appl. No.:	Dispenser License No. DIS-001032 (formerly License No. 2639)
Name of Applicant:	Venas Fifth Number Three, LLC
Doing Business as:	Top of the Block
Proposed Location:	7805 Enchanted Hills Blvd., Rio Rancho, NM 87144

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. **Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Transfer of Location Only of Dispenser Liquor License No. DIS-001032.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4165 | Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Received
Received
MAY 13 2024
Alcoholic Beverage Control
Alcoholic Beverage Control

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

Transfer of Dispenser Type Liquor Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $ 200 Received on: 4.18.24 Receipt No. _____

License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

License Number. 2039/DIS-001032 License Type Inter-Local Dispenser

Record Owner of Existing License: Venas Fifth Number Three LLC.

Current D/B/A Name: Damacios Bar & Tapas

Current Premises Address: 722 Central SW Alb NM 87102

Current LOD: Bernalillo, Albuquerque Is License moving out of Local Option District? ☒Yes ☐No

Check appropriate boxes

Application is for: ☐Transfer of Ownership ☐Transfer of Ownership and Location ☒Transfer of Location Only

Applicant is ☐Individual ☑Limited Liability Company ☐Corporation ☐Partnership (General/Limited)

NAME OF APPLICANT: Venas Fifth Number Three LLC

D/B/A Name to be used: Top of The Block **Business Phone No:** 505-340-1318

Mailing Address: 722 Central SW Alb NM 87102

Email (required) Gerald paulzamora@gmail.com

Physical location where license is to be used: 7805 Enchanted Hills Blvd Rio Rancho 87144
County: Sandoval (Include street number / highway number / state road, city, state, and zip code)

Are alcoholic beverages currently being dispensed at the proposed location ☐Yes ☒No If Yes, License # / Type: _____

Contact Person: Gerald Zamora **Phone #:** 505-340-1318 **Email:** geraldpaulzamora@gmail.com

I, (print name) Gerald Zamora, as (title) President being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: _____ Date: 5-1-24

Notary Public Use Only: (State of New Mexico, County of Bernalillo)
SUBSCRIBED AND SWORN TO before me this 1 day of May
By: _____ Notary Public: Isaiah Sudler
Date my Commission Expires: 12/8/2027

ISAIAH SUDLER
Notary Public
State of New Mexico
Comm. # 1001569
My Comm. Exp. Dec 8, 2027

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐Approved ☐Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐Approved ☐Disapproved, _____

Signed by Director: _____ Date: _____

COPY

Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: **(check one)**

☐ Owned by Applicant, copy of deed/document attached

☒ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): The Block PE H LLC

B. Date and Term of Lease: feb. 16 2024 10 (Ten) years

3. Premises location is Zoned (example C-1, see Zoning Statement): SU

Zoning Statement attached, ☐**Yes** ☐**No** Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. **Distance* from nearest Church:** (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Sagebrush Church. Miles/feet: 2223 ft

Address/location of Church: 7555 Enchanted Hills Blvd NE R.o Rancho NM 87144

5. **Distance* from nearest School:** (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Sandoval Academy of Bilingual Edu Miles/feet: 1816 ft

Address/location of School: 4321 Fulcrum Way NE R.o Rancho NM 87144

6. **Attach Detailed Floor Plan,** must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Racetrack

☐ Restaurant ☐ Craft Distiller ☐ Small Brewer ☐ Winery ☐ Wholesaler

☒ Other (specify): Food Hall

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

COPY

Rio Rancho
City of Vision

Development Services Department
Planning and Zoning Division

March 20, 2024

New Mexico Regulation and Licensing Department
Alcoholic Beverage Control Division
PO Box 25101 - 2550 Cerrillos Road
Santa Fe, NM 87504-5101

RE: Zoning Certification for 7805 Enchanted Hills Blvd, Rio Rancho, NM 87144.

This zoning certification letter has been prepared by the City of Rio Rancho's Development Services Department in order to confirm the above listed property's current zoning classification.

The subject property is known by the legal description of "PEH, TR A1" and is physically located at 7805 Enchanted Hills Blvd NE. The subject property is currently zoned SU: Special Use for Commercial Uses. The permissive uses for this zoning classification are included in "Attachment I".

Eating and drinking places are included in the listed permissive uses.

This zoning certification is current as of March 20, 2024. If you have any questions regarding the information provided, please contact the Rio Rancho Development Services Department at 505-891-5005 or via e-mail at planning@rrnm.gov.

Respectfully,

Liz Ruiz Carlos

Liz Ruiz Carlos
Municipal Planner II
Development Services Dept.
Planning and Zoning Division
lruizcarlos@rrnm.gov

Attachments:
I - Ordinance No. 24, Enactment 92-023

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O22

AGENDA DATE:
October 10, 2024

DEPARTMENT:
Administration

SUBJECT:
O22, Ordinance Amending the Municipal Code of the City of Rio Rancho; Adding a Chapter Establishing Regulations for Short-Term Rentals

BACKGROUND AND ANALYSIS:
Second reading of an Ordinance. The Governing Body considered and approved on first reading at their September 26, 2024 meeting. Two readings with approval required for adoption.

While existing Municipal Code does not specifically define or address short-term rentals, such rentals are not currently permitted to operate in the City, as they create a commercial use of a residentially zoned property in violation of the City's permissive zoning uses in Chapter 154 Planning and Zoning of the Municipal Code. Because the status of short-term rentals is not explicitly defined in the Municipal Code, adherence and enforcement are challenging and short-term rentals continue to operate within the City.

The proposed Ordinance establishes standards and procedures for the issuance of a permit to operate short-term rental units within the City. Short-term rentals will be allowed to operate as a permissive use in single-family residential zoning districts E-1, R-1, R-2, R-3, R-4, and R-5. Based on research and review, including an analysis of other neighboring municipalities, the provisions of the proposed Ordinance are tailored to address the City's specific housing, health and safety, and character needs.

A permit will be required to operate, rent, offer to rent, or advertise a short-term rental within the City. Short-term rental permits will be issued to natural persons only, with a limit of two permits, per natural person. Permits will be capped annually at one percent (1%) of the total housing units in the City as determined by the U.S. Census Bureau, with current data yielding a permit availability of 420. Occupancy is limited to a maximum of two people per bedroom, plus an additional two people per unit, excluding children under two years of age. Gatherings are limited to double the overnight occupancy limits and units may only be limited once within a seven-day period.

To obtain a permit, short-term rental operators will be required to:
- Maintain a valid business registration;
- Provide a site plan;
- Meet all building, fire and safety codes;
- Carry short-term rental insurance;
- Pass an annual safety inspection;
- Be available 24 hours per day, 7 days per week, to respond to complaints;
- Notify all guests in writing of relevant City ordinances; and
- Provide sufficient off-street parking.

The proposed Ordinance will enable the City to collect application ($100) and permit ($300 annually) fees, and Gross Receipts and Lodger's Tax to aid in administration and enforcement. Additionally, permit holders can be administratively fined up to $500 per day for non-compliance, with continued non-compliance resulting the in revocation of the permit. Advertising or operating a short-term rental without a permit will subject the operator to the standard Municipal Code penalty via Municipal Court:

10.99 General Penalty: Any person found guilty of violating any of the provisions of this code shall be fined not more than $500 or imprisoned for a period of not more than 90 days, or by both such fine and imprisonment, and each day this code is violated shall constitute a separate offense, provided, however, that if a specific penalty is provided therefor in any particular and individual section of this code, then the specific penalty shall prevail.

The Development Services Department will be responsible for issuing permits, conducting inspections, and enforcing short-term renal regulations.

The effective date of the Ordinance is July 1, 2025. This will allow City staff time to fill two new positions necessitated to administer short-term rental permitting, create applicable forms and processes, secure the services of a third-party vendor to assist with compliance matters, and provide notice to property owners currently engaged in short-term rental business activities.

If the Ordinance is adopted, related Ordinances updating Municipal Code Chapter 154 Planning and Zoning (Residential Districts) and Chapter 37 Taxation (Section 37.02 Lodger's Tax) will be brought before the Governing Body for consideration and adoption at a later date.

Short-term rental regulations were discussed by the Governing Body at work session meetings held in February and August 2024.

IMPACT:

The procedures outlined in the proposed Ordinance provide clear guidance to citizens on the status of short-term rentals and create enforceable standards for the safe an consistent operation of short-term rentals in the City.

If adopted, City staff will request two new positions for the Development Services Department as part of the Midyear 2025 Budget, which will be considered in January 2025. The estimated salary and benefit costs for the positions is $104,000 (annual). It is anticipated that the services of a third-party vendor to assist with compliance matters will be secured, with an annual cost of $35,000.

It is unknown how much annual revenue will be generated for local government related to short-term rental permitting fees and taxation. If approximately 150 of the 300 properties currently engaged in this type of activity come into compliance, the estimated revenue generated would be $208,000. The majority of that revenue would stem from Lodger's Tax, which has limitations on its use pursuant to State law.

ALTERNATIVES:

Approve the Ordinance.

Do not approve the Ordinance.

DEPARTMENT RECOMMENDATION:

City staff recommends approval of the Ordinance as presented.

ATTACHMENT: Ordinance_O22
ATTACHMENT: Public Comment - George & Peggy Wilson
ATTACHMENT: O22 - Signed

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. **ENACTMENT NO.**

ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF RIO RANCHO; ADDING A CHAPTER ESTABLISHING REGULATIONS FOR SHORT-TERM RENTALS

WHEREAS: the proliferation of private dwelling units in residentially zoned districts being offered for rent for short periods ("short-term rentals) presents unique challenges to the public health, safety and well-being of City residents; and

WHEREAS: the City of Rio Rancho (the "City") has the ability and desire to enact regulations to protect the public health, safety and well-being of its residents; and

WHEREAS: the regulations adopted by this Ordinance ensure that the operation of short-term rental units does not disrupt the character of the City's residential neighborhoods, increase public safety risks and public nuisances associated with short-term rental units, or permit speculators to purchasing multiple homes for the purpose of operating multiple short-term rental units, thereby reducing the availability of long-term housing; and

WHEREAS: private property owners have the opportunity to generate supplemental income by utilizing their homes and accessory dwelling units as short-term rental units; and

WHEREAS: short-term rentals increase the available lodging in the City that can be utilized by tourists and contract employees; and

WHEREAS: the City is permitted to collect lodger's tax on short-term rental stays pursuant to the Lodger's Tax Act 3-38-13 NMSA 1978; and

WHEREAS: the City desires to provide clarity and uniformity to short-term rental operators and renters.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Section 1. Title XI, Business Regulations, is hereby amended by adding Chapter 123, Regulations for Short-Term Rentals, to read as follows:

123.01 Title.
This chapter shall be known as "Regulations for Short-term Rentals in the City of Rio Rancho" and is referred to elsewhere herein as "these regulations." The City of Rio Rancho shall hereafter be referred to as "the city."

123.02 Purpose.

These regulations establish standards and procedures for the issuance of a permit to operate Short-term Rental Units within the city.

123.03 Definitions

For the purpose of these regulations, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

NATURAL PERSON. An individual human being, distinguished from the broader category of “person” used elsewhere in this Title that additionally includes estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, joint venture, syndicate or other entity engaging in a business, profession, occupation, trade, pursuit or commercial activity.

SHORT-TERM RENTAL OPERATOR. The owner or party otherwise responsible for a Short-term Rental Unit.

SHORT-TERM RENTAL UNIT. All or portion of a “dwelling unit,” as defined in Section 154.03, providing accommodation which is offered for rent to a number of guests for a period of less than thirty (30) days.

123.04 General Provisions

(A) Short-term rentals will be permitted in single-family residential zoning districts E-1, R-1, R-2, R-3, R-4, and R-5 as described in Chapter 154.

(B) Unless otherwise stated, the following general provisions apply to all Short-term Rental Units:

(1) The Short-term Rental Operator shall maintain a valid business registration, as described in Chapter 110, for the purpose of operating a Short-term Rental Unit within the city.

(2) The Short-term Rental Operator shall pay all applicable local, state, and federal taxes, including lodgers' tax, gross receipts tax, and income tax associated with the operation of each Short-term Rental Unit.

(3) A Short-term Rental Unit shall meet all building, fire, and safety codes for the applicable zoning of the property.

(4) The Short-term Rental Operator shall maintain short term rental insurance coverage for each Short-term Rental Unit in the minimum amount of $250,000 per Short-term Rental Unit.

(5) A Short-term Rental Unit shall have a local Short-term Rental Operator that is available twenty-four (24) hours per day, seven (7) days per week, to respond to complaints regarding the operation or occupancy of the Short-term Rental Unit. The Short-term Rental Operator must be accessible by telephone and able to be

physically present at the Short-term Rental Unit within one (1) hour of being contacted.

(6) The Short-term Rental Operator shall notify all guests in writing of relevant city ordinances. All guests shall comply with all relevant city ordinances.

(7) The maximum overnight occupancy of a Short-term Rental Unit is limited to two people per bedroom plus an additional two people per unit. For the purposes of calculating occupancy, children under the age of two are excluded.

(8) Gatherings of persons in excess of the maximum overnight occupancy prescribed above, shall not exceed two times the maximum overnight occupancy.

(9) The Short-term Rental Operator shall provide off-street parking onsite as follows:

(a) one (1) parking space for a Short-term Rental Unit with zero (0) to two (2) bedrooms available for rent;

(b) two (2) parking spaces for a Short-term Rental Unit with three (3) to four (4) bedrooms available for rent; and

(c) three (3) parking spaces for a Short-term Rental Unit with five (5) or more bedrooms available to rent.

(10) A Short-term Rental Unit shall not be rented more than once within a seven (7)-day period.

123.05 Short-term Rental Permit

(A) *Permit Required.* No Short-term Rental Operator shall operate, rent, offer to rent or advertise any Short-term Rental Unit within the City of Rio Rancho without a valid short-term rental permit issued by the Department of Development Services.

(B) *Display of Permit*. The Short-term Rental Operator shall clearly display inside each Short-term Rental Unit a copy of the applicable short-term rental permit issued pursuant to this chapter. The Short-term Rental Operator shall include the permit number issued by the city on all marketing materials for each Short-term Rental Unit they operate, including listings on a host platform.

(C) *Natural Person Required.* The Department of Development Services shall issue short-term rental permits to natural persons only and each natural person may possess a maximum of two (2) permits. If the subject property is owned by a legal or business entity, the permit must be held in the name of a person with legal authority to act on behalf of that entity. The fact that a permit must be issued to a natural person does not mean that the property cannot be titled in such entities as a revocable trust, an LLC, or a corporation.

(D) *Permit Limit.* The total number of short-term rental permits issued by the Department of Development Services shall not exceed one percent (1%) of the "total housing units" in Rio Rancho as listed in "Comparative Housing Characteristics" table of the most recent U.S. Census Bureau's American Community Survey as January 1st of each year.

(E) *Permit Not Transferrable.* A short-term rental permit is not transferable to another person or property. Upon the transfer of ownership of a Short-term Rental Unit, the permit shall terminate.

(F) *Permit Renewals:* Unless revoked pursuant to Section 123.09, an owner may renew a short-term rental permit annually.

(1) An application for renewal of a short-term rental permit shall include the records required by Section 123.06 for the previous one (1) year.

(2) A Short-term Rental Operator must renew a short-term rental permit and the associated business registration by expiration date of the pervious short-term rental permit.

(3) If a short-term rental permit is not renewed by the date the previous short-term rental permit expires, the owner may pay a late fee of fifty dollars ($50.00) to extend the time for filing by thirty (30) days.

(4) If a permit is not renewed by its expiration date, including any thirty (30) day extension, then the permit will revert to the Department of Development Services and will become available to the next eligible applicant.

123.06 Application for a Short-term Rental Permit

Applicants for a short-term rental permit under this chapter must file with the Department of Development Services, a sworn application in writing or electronically as prescribed by the Uniform Electronic Transactions Act, Section 14-16-1, NMSA 1978, on a form to be furnished by Department of Development Services, which shall include, but is not limited to, the following information:

(A) The name and phone number of the local Short-term Rental Operator to be available to respond to the property within one (1) hour, twenty-four (24) hours per day while the property is rented.

(B) Address of Short-Term Rental Unit.

(C) Business registration number.

(D) Proof of short-term rental insurance.

(E) Site plan to include:

(1) Dwelling floor plan showing number of bedrooms.

(2) Designation of which rooms will be used as short-term rentals.

(3) Location and size of bedroom windows.

(4) Clear opening per emergency escape.

(5) Location and size of means of egress doors.

(6) Bathroom locations.

(7) Pools or Spas including covers and fencing.

(8) Parking spaces as detailed in Section 123.04(B)(9).

(F) Completed inspection.

123.07 Inspections

(A) The Department of Development Services Director or their representative has the authority to enter all buildings and premises for the purpose of inspection as necessary to perform assigned duties.

(B) To obtain a short-term rental permit, a dwelling unit must be inspected and meet the following requirements:

(1) Fire evacuation plan with emergency contact information and address conspicuously posted.

(2) Carbon monoxide detection.

(3) Smoke alarms in all bedrooms.

(4) Fire extinguishers on each floor.

(5) No storage of combustible materials in mechanical, boiler, or electrical rooms.

(6) Fireplace or wood stove with non-combustible ash receptacle outside the dwelling unit.

(7) Fences and covers on all pools and spas.

(8) Address numerals at least four (4) inches tall, with one-half inch stroke width, in contrasting color, visible from the street.

(9) Available parking spots as detailed in Section 123.04(B)(9).

(C) Short-term Rental Units that fail to meet the requirements set forth in Section 123.07(B) may schedule a re-inspection after any noted issues are addressed and the requirements are met. Failure to pass the short-term rental inspection after two re-inspections will result in denial of the application.

(D) Failure to schedule an inspection within thirty (30) days of the submission of a completed application may result in denial of the application and will require re-application.

123.08 Fees

The following fees shall be used to administer, manage, and enforce this chapter:

(A) *Application Fee.* An application for a new short-term rental permit shall be accompanied by a one-time non-refundable application, processing, and inspection fee of one hundred dollars ($100.00).

(1) The Application Fee shall be due upon submission of the application for a short-term rental permit.

(2) The Application Fee includes an initial inspection only. A re-inspection fee of fifty dollars ($50.00) will be required anytime a re-inspection is scheduled.

(3) Where a Short-term Rental Operator is seeking to renew a short-term rental permit, a late fee of fifty dollars ($50.00) is required to extend the time for filing by thirty (30) days.

(B) *Permit Fee.* A Short-term Rental Unit is subject to an annual permit fee of three hundred dollars ($300.00).

123.09 Administrative Enforcement and Fines

(A) Except as otherwise provided in this chapter, the Director of the Department of Development Services, or their designee shall enforce this chapter, including the inspection of premises, the issuance of notice of violations and the revocation of short-term rental permits.

(B) The Department of Development Services may revoke any short-term rental permit or fine any Short-Term Rental Operator for non-compliance with any requirement contained within these regulations.

(C) Any fine issued by the Department of Development Services for a violation of the short-term rental permit requirements shall not exceed five hundred dollars ($500.00) per violation. Each day a violation occurs shall be considered a separate violation.

(D) Failure to pay any fine imposed by the Department of Development Services within fifteen (15) days shall result in the automatic revocation of the short-term rental permit.

123.10 Criminal Violation and Penalty

(A) It is unlawful to operate, rent, offer to rent or advertise any Short-term Rental Unit within the city of Rio Rancho without a valid permit issued by the Development Services Department.

(B) It is unlawful to operate any Short-term Rental Unit within the City of Rio Rancho in violation of any of the provisions contained within Section 123.04.

(C) Any person violating Section A or B of this subsection shall be subject to the penalties prescribed in Section 10.99.

Section 2. Severability Clause. If any section, paragraph, clause, or provision of this Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this Ordinance or the regulation so challenged.

Section 3. Compiling Clause. This Ordinance shall be incorporated in and compiled as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

Section 4. Effective Date. This Ordinance shall become effective July 1, 2025.

ADOPTED THIS _____DAY OF _____, 2024

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

From: George Wilson <gwilson4261@gmail.com>
Sent: Wednesday, September 25, 2024 3:29:14 PM
To: Deb Dapson <ddapson@rrnm.gov>
Cc: Jeremy Lenentine <jlenentine@rrnm.gov>; Bob Tyler <btyler@rrnm.gov>; Paul Wymer <pwymer@rrnm.gov>; Karissa Culbreath <kculbreath@rrnm.gov>; %20nlist@rrnm.gov <%20nlist@rrnm.gov>; Greggory Hull <ghull@rrnm.gov>
Subject: Ordinance_O22, Short-Term Rentals

Caution! This message was sent from outside your organization.

Report

Some people who received this message don't often get email from gwilson4261@gmail.com. Learn why this is important

Dear Councilor Dapson,

I am George Wilson. My wife and I operate an AirBnB unit in our home at 1005 11th Street SE, Rio Rancho. We have done so for the last seven years, without incident or complaint, with a year's hiatus due to COVID.

Our unit is a suite within our ~2300 sq. ft. residence. It consists of a bedroom, a sitting room, and a full bathroom. The unit has an outside entrance. The sitting room includes a small kitchenette consisting of a small refrigerator, a coffee maker, and a small microwave. We can accommodate up to four guests. Our property is walled and gated, and we can park up to five vehicles within our gated space. The unit is separated from our living space with a privacy partition.

We understand that the Rio Rancho Governing Body is considering an ordinance regulating short-term rentals including those such as ours.

First, let us say that we do not oppose the regulation of short-term rentals nor the imposition of reasonable fees for operating such a business. In fact, we believe that a well-crafted short-term rental ordinance would be beneficial for Rio Rancho and for us.

We have read the proposed draft ordinance, and the presentation made to the Governing Body work session on August 20th, and we have some suggestions for improving it.

AirBnB and other short-term rental businesses come in a variety of business models. In our case, we rent out a portion of our home through AirBnB. We do not rent our suite when we are on vacation or away from home for some other reason. We communicate with our guests when they are here using phone, text, or simply talking through the partition. We only rent to a single set of guests at any one time.

Other AirBnB business models include: 1) having multiple rental units within the same home; 2) renting a single residence on a different property; 3) multiple rental units or homes managed and

maintained by the owner; 4) local or absentee corporate ownership of units or homes managed by a local property management person or business; and 5) other arrangements.

There is a remarkable variety in types of AirBnB rentals available. When searching for a weekend stay in Rio Rancho, AirBnB provides over 1,000 choices, many of which are not in Rio Rancho itself. These offerings include: campsites; RVs; single rooms; suites; apartments; single family homes; large, luxurious homes; even boutique hotels.

With this variety of business models and types of rentals, a "one size fits all" approach to the issue seems over simplified. The ordinance should at least distinguish between business models where there is local, sole proprietor ownership of the rental offering and corporate ownership, which is more analogous to a real estate company. We note that the draft ordinance includes a definition of "natural person," which would distinguish between individual human beings and corporate or other business models. Section 123.5(C) requires that only two short-term rental permits be issued to any individual "natural Person." It does not address, however, how many units each permit can cover, but it does allow that properties can be titled by "such entities as a revocable trust, an LLC, or a corporation." Can a corporation own multiple properties used for short-term rentals and employ multiple people as "natural persons" with responsibilities under Section 123.04(B)(5)? How does that comport with the restriction on the number of short-term rentals under Section 123.05(D)?

There is one provision in the proposed ordinance that is particularly troubling, 123.04(B)(10), "A Short-term Rental Unit shall not be rented more than once within a seven (7)-day period." This provision alone could make our mini-business untenable. The majority of our bookings are single-night bookings; generally made by people traveling through the area such as from California to Texas or Pheonix to Denver. Under this provision, if we accept a booking for one night, we might have to refuse requested bookings for the next 6 nights severely curtailing our potential revenue. This provision could theoretically limit our ability to rent our unit to a maximum of 52 single-night rentals per year.

In practical terms, consider the upcoming Balloon Fiesta, the time with the highest demand for short-term lodging in the area and our highest revenue source each year. Over the two-week period around Balloon Fiesta, we currently have 5 bookings for stays of various lengths. Under this provision, we would have to refuse three of those bookings.

City staff provides no justification for this provision. It seems arbitrary and capricious, difficult to enforce, and basically senseless. It should be removed from the draft ordinance.

The draft ordinance also includes a "permit fee" of three hundred dollars ($300) annually. The current City of Rio Rancho Schedule of Fees under the heading of Business Registrations; Occupations; Licenses does not include any permit fees. It lists business licenses fees and business registrations fees. Does the ordinance intend to establish a new category of permit fees for the City, or would this proposed fee come under one of the existing categories? If the permit

fee is to come under one of the existing categories, the $300 fee seems excessive if not punitive. Under the current schedule the highest annual business license fee is $150 annually for auctioneers and pawnbrokers. All other business license fees are lower. The maximum business registration fee under the current fee schedule is $35. The presentation given to the Governing Body on August 20th lists three fees, a business registration fee of $35, an application fee of $100, and an annual permit fee of $30. Is there a justification for proposing a permit fee double the cost of any other business license? If so, how does that justification compare to the justifications of the other business license fees?

The draft ordinance provides for an application process for a short-term rental permit. The draft ordinance lists seven documents to be submitted with the application including a site plan that includes eight sub-requirements. The draft ordinance does not explain how these various documents and requirements will be evaluated. Such an explanation might not be appropriate for inclusion in the ordinance; however, prior to the adoption of the ordinance, an explanation should be included in the public record, particularly what the minimum requirements under the site plan would be.

We request that this letter be included in the public record for the hearing on this ordinance on September 26, 2024.

Thank you for your attention to this matter

Sincerely,

George M. Wilson

Peggy A. Meyer-Wilson

Cc: Mayor Hull
Councilor Lenentine
Councilor Tyler
Councilor Wymer
Councilor Culbreath
Councilor List

--
George M. Wilson
1005 11th Street Se
Rio Rancho, NM 87124

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. 22 **ENACTMENT NO. 24-22**

ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF RIO RANCHO; ADDING A CHAPTER ESTABLISHING REGULATIONS FOR SHORT-TERM RENTALS

WHEREAS: the proliferation of private dwelling units in residentially zoned districts being offered for rent for short periods ("short-term rentals) presents unique challenges to the public health, safety and well-being of City residents; and

WHEREAS: the City of Rio Rancho (the "City") has the ability and desire to enact regulations to protect the public health, safety and well-being of its residents; and

WHEREAS: the regulations adopted by this Ordinance ensure that the operation of short-term rental units does not disrupt the character of the City's residential neighborhoods, increase public safety risks and public nuisances associated with short-term rental units, or permit speculators to purchasing multiple homes for the purpose of operating multiple short-term rental units, thereby reducing the availability of long-term housing; and

WHEREAS: private property owners have the opportunity to generate supplemental income by utilizing their homes and accessory dwelling units as short-term rental units; and

WHEREAS: short-term rentals increase the available lodging in the City that can be utilized by tourists and contract employees; and

WHEREAS: the City is permitted to collect lodger's tax on short-term rental stays pursuant to the Lodger's Tax Act 3-38-13 NMSA 1978; and

WHEREAS: the City desires to provide clarity and uniformity to short-term rental operators and renters.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Section 1. Title XI, Business Regulations, is hereby amended by adding Chapter 123, Regulations for Short-Term Rentals, to read as follows:

123.01 Title.
This chapter shall be known as "Regulations for Short-term Rentals in the City of Rio Rancho" and is referred to elsewhere herein as "these regulations." The City of Rio Rancho shall hereafter be referred to as "the city."

123.02 Purpose.

These regulations establish standards and procedures for the issuance of a permit to operate Short-term Rental Units within the city.

123.03 Definitions

For the purpose of these regulations, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

NATURAL PERSON. An individual human being, distinguished from the broader category of "person" used elsewhere in this Title that additionally includes estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, joint venture, syndicate or other entity engaging in a business, profession, occupation, trade, pursuit or commercial activity.

SHORT-TERM RENTAL OPERATOR. The owner or party otherwise responsible for a Short-term Rental Unit.

SHORT-TERM RENTAL UNIT. All or portion of a "dwelling unit," as defined in Section 154.03, providing accommodation which is offered for rent to a number of guests for a period of less than thirty (30) days.

123.04 General Provisions

(A) Short-term rentals will be permitted in single-family residential zoning districts E-1, R-1, R-2, R-3, R-4, and R-5 as described in Chapter 154.

(B) Unless otherwise stated, the following general provisions apply to all Short-term Rental Units:

(1) The Short-term Rental Operator shall maintain a valid business registration, as described in Chapter 110, for the purpose of operating a Short-term Rental Unit within the city.

(2) The Short-term Rental Operator shall pay all applicable local, state, and federal taxes, including lodgers' tax, gross receipts tax, and income tax associated with the operation of each Short-term Rental Unit.

(3) A Short-term Rental Unit shall meet all building, fire, and safety codes for the applicable zoning of the property.

(4) The Short-term Rental Operator shall maintain short term rental insurance coverage for each Short-term Rental Unit in the minimum amount of $250,000 per Short-term Rental Unit.

(5) A Short-term Rental Unit shall have a local Short-term Rental Operator that is available twenty-four (24) hours per day, seven (7) days per week, to respond to complaints regarding the operation or occupancy of the Short-term Rental Unit. The Short-term Rental Operator must be accessible by telephone and able to be

physically present at the Short-term Rental Unit within one (1) hour of being contacted.

(6) The Short-term Rental Operator shall notify all guests in writing of relevant city ordinances. All guests shall comply with all relevant city ordinances.

(7) The maximum overnight occupancy of a Short-term Rental Unit is limited to two people per bedroom plus an additional two people per unit. For the purposes of calculating occupancy, children under the age of two are excluded.

(8) Gatherings of persons in excess of the maximum overnight occupancy prescribed above, shall not exceed two times the maximum overnight occupancy.

(9) The Short-term Rental Operator shall provide off-street parking onsite as follows:

(a) one (1) parking space for a Short-term Rental Unit with zero (0) to two (2) bedrooms available for rent;

(b) two (2) parking spaces for a Short-term Rental Unit with three (3) to four (4) bedrooms available for rent; and

(c) three (3) parking spaces for a Short-term Rental Unit with five (5) or more bedrooms available to rent.

(10) A Short-term Rental Unit shall not be rented more than once within a seven (7)-day period.

123.05 Short-term Rental Permit

(A) *Permit Required.* No Short-term Rental Operator shall operate, rent, offer to rent or advertise any Short-term Rental Unit within the City of Rio Rancho without a valid short-term rental permit issued by the Department of Development Services.

(B) *Display of Permit*. The Short-term Rental Operator shall clearly display inside each Short-term Rental Unit a copy of the applicable short-term rental permit issued pursuant to this chapter. The Short-term Rental Operator shall include the permit number issued by the city on all marketing materials for each Short-term Rental Unit they operate, including listings on a host platform.

(C) *Natural Person Required.* The Department of Development Services shall issue short-term rental permits to natural persons only and each natural person may possess a maximum of two (2) permits. If the subject property is owned by a legal or business entity, the permit must be held in the name of a person with legal authority to act on behalf of that entity. The fact that a permit must be issued to a natural person does not mean that the property cannot be titled in such entities as a revocable trust, an LLC, or a corporation.

(D) *Permit Limit.* The total number of short-term rental permits issued by the Department of Development Services shall not exceed one percent (1%) of the "total housing units" in Rio Rancho as listed in "Comparative Housing Characteristics" table of the most recent U.S. Census Bureau's American Community Survey as January 1st of each year.

(E) *Permit Not Transferrable.* A short-term rental permit is not transferable to another person or property. Upon the transfer of ownership of a Short-term Rental Unit, the permit shall terminate.

(F) *Permit Renewals:* Unless revoked pursuant to Section 123.09, an owner may renew a short-term rental permit annually.

(1) An application for renewal of a short-term rental permit shall include the records required by Section 123.06 for the previous one (1) year.

(2) A Short-term Rental Operator must renew a short-term rental permit and the associated business registration by expiration date of the pervious short-term rental permit.

(3) If a short-term rental permit is not renewed by the date the previous short-term rental permit expires, the owner may pay a late fee of fifty dollars ($50.00) to extend the time for filing by thirty (30) days.

(4) If a permit is not renewed by its expiration date, including any thirty (30) day extension, then the permit will revert to the Department of Development Services and will become available to the next eligible applicant.

123.06 Application for a Short-term Rental Permit

Applicants for a short-term rental permit under this chapter must file with the Department of Development Services, a sworn application in writing or electronically as prescribed by the Uniform Electronic Transactions Act, Section 14-16-1, NMSA 1978, on a form to be furnished by Department of Development Services, which shall include, but is not limited to, the following information:

(A) The name and phone number of the local Short-term Rental Operator to be available to respond to the property within one (1) hour, twenty-four (24) hours per day while the property is rented.

(B) Address of Short-Term Rental Unit.

(C) Business registration number.

(D) Proof of short-term rental insurance.

(E) Site plan to include:

(1) Dwelling floor plan showing number of bedrooms.

(2) Designation of which rooms will be used as short-term rentals.

(3) Location and size of bedroom windows.

(4) Clear opening per emergency escape.

(5) Location and size of means of egress doors.

(6) Bathroom locations.

(7) Pools or Spas including covers and fencing.

(8) Parking spaces as detailed in Section 123.04(B)(9).

(F) Completed inspection.

123.07 Inspections

(A) The Department of Development Services Director or their representative has the authority to enter all buildings and premises for the purpose of inspection as necessary to perform assigned duties.

(B) To obtain a short-term rental permit, a dwelling unit must be inspected and meet the following requirements:

(1) Fire evacuation plan with emergency contact information and address conspicuously posted.

(2) Carbon monoxide detection.

(3) Smoke alarms in all bedrooms.

(4) Fire extinguishers on each floor.

(5) No storage of combustible materials in mechanical, boiler, or electrical rooms.

(6) Fireplace or wood stove with non-combustible ash receptacle outside the dwelling unit.

(7) Fences and covers on all pools and spas.

(8) Address numerals at least four (4) inches tall, with one-half inch stroke width, in contrasting color, visible from the street.

(9) Available parking spots as detailed in Section 123.04(B)(9).

(C) Short-term Rental Units that fail to meet the requirements set forth in Section 123.07(B) may schedule a re-inspection after any noted issues are addressed and the requirements are met. Failure to pass the short-term rental inspection after two re-inspections will result in denial of the application.

(D) Failure to schedule an inspection within thirty (30) days of the submission of a completed application may result in denial of the application and will require re-application.

123.08 Fees

The following fees shall be used to administer, manage, and enforce this chapter:

(A) *Application Fee.* An application for a new short-term rental permit shall be accompanied by a one-time non-refundable application, processing, and inspection fee of one hundred dollars ($100.00).

(1) The Application Fee shall be due upon submission of the application for a short-term rental permit.

(2) The Application Fee includes an initial inspection only. A re-inspection fee of fifty dollars ($50.00) will be required anytime a re-inspection is scheduled.

(3) Where a Short-term Rental Operator is seeking to renew a short-term rental permit, a late fee of fifty dollars ($50.00) is required to extend the time for filing by thirty (30) days.

(B) *Permit Fee.* A Short-term Rental Unit is subject to an annual permit fee of three hundred dollars ($300.00).

123.09 Administrative Enforcement and Fines

(A) Except as otherwise provided in this chapter, the Director of the Department of Development Services, or their designee shall enforce this chapter, including the inspection of premises, the issuance of notice of violations and the revocation of short-term rental permits.

(B) The Department of Development Services may revoke any short-term rental permit or fine any Short-Term Rental Operator for non-compliance with any requirement contained within these regulations.

(C) Any fine issued by the Department of Development Services for a violation of the short-term rental permit requirements shall not exceed five hundred dollars ($500.00) per violation. Each day a violation occurs shall be considered a separate violation.

(D) Failure to pay any fine imposed by the Department of Development Services within fifteen (15) days shall result in the automatic revocation of the short-term rental permit.

123.10 Criminal Violation and Penalty

(A) It is unlawful to operate, rent, offer to rent or advertise any Short-term Rental Unit within the city of Rio Rancho without a valid permit issued by the Development Services Department.

(B) It is unlawful to operate any Short-term Rental Unit within the City of Rio Rancho in violation of any of the provisions contained within Section 123.04.

(C) Any person violating Section A or B of this subsection shall be subject to the penalties prescribed in Section 10.99.

Section 2. Severability Clause. If any section, paragraph, clause, or provision of this Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this Ordinance or the regulation so challenged.

Section 3. Compiling Clause. This Ordinance shall be incorporated in and compiled as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

Section 4. Effective Date. This Ordinance shall become effective July 1, 2025.

ADOPTED THIS 10th DAY OF OCTOBER, 2024

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O23

AGENDA DATE:
October 10, 2024

DEPARTMENT:
Administration

SUBJECT:
O23, Ordinance Amending the Solid Waste and Recycling Management Franchise Agreement Between the City of Rio Rancho and Waste Management of New Mexico, Inc.

BACKGROUND AND ANALYSIS:
First reading of an Ordinance. Two readings with approval required for adoption.

Waste Management of New Mexico, Inc., provides contracted sanitary solid waste and recycling collection services for the City of Rio Rancho via a franchise agreement/ordinance. The current agreement went into effect on January 1, 2018, with an initial 10-year term expiring on December 31, 2027.

Section 5.3 of the Franchise agreement allows Waste Management to petition the City at any time for a rate adjustment on the basis of unusual or extraordinary changes in the cost of operations or reduced revenues. Specifically, Waste Management is seeking an unusual/extraordinary rate adjustment pursuant to the following Franchise agreement provision, *"…(ix) a material fluctuation in the market price for Recyclable Materials, unforeseen increases in the cost of collection, handling, processing, storing, transporting, marketing, or sale or other disposition of Recyclable Materials, the need for increased promotional or educational activities pertaining to recycling, or any changes to the definition of "Recyclable Materials" set forth herein...".*

Waste Management takes all collected recycling materials to the region's lone processing facility vendor, which is located in Albuquerque. The vendor sorts materials and either processes for commodity market sale/reuse or landfills the materials if contaminated/unusable.

At the beginning of the Franchise agreement term (2018), Waste Management factored into base rate charges $0.16 per month/residential customer for recycling processing disposal as the associated vendor cost was $15 per ton. Due to policy changes made by China in relation to the importation of recycled materials resulting in an oversupply of materials and depressed commodity market pricing, cost increases for United States community recycling programs occurred. As a result, the recycling processing disposal costs charged by Waste Management's vendor increased to $75.78 per ton. This represents a 405 percent increase.

In 2019, because of the aforementioned recycling processing disposal cost increase, Waste Management petitioned the City for an unusual/extraordinary rate adjustment of an additional $0.68 per month/residential customer. To account for this cost, in 2019, the Governing Body approved the addition of $0.18 per month/residential customer to rates and reduced recycling pick up from weekly to every other week. The reduction created operational savings for Waste Management to apply to recycling processing disposal cost increases charged by their vendor.

In 2023, Waste Management's recycling processing disposal vendor made operational changes and began charging $125 per ton instead of $75.78. This represents a 65 percent cost increase. The overall cost increase for recycling processing disposal from 2018 rates ($15 per ton) to 2023 rates ($125 per ton) is a 733 percent increase.

Following the implementation of cost increases in 2023, Waste Management subsequently negotiated with their vendor for a revenue-sharing model related to the value of commodities processed. This has reduced the $125 per ton rate over time; however, the monthly cost per ton is subject to volatility based on commodity market pricing/sale of processed recycled materials for reuse and additional materials collected for processing from Rio Rancho as a result of residential growth.

Waste Management has discussed with City staff how to account for additional expenses occurred in calendar year 2023 and 2024 for recycling processing disposal as a result of significant vendor cost increases, as well as how to account for increased costs for the remainder of the Franchise agreement term. An alternative was presented to the Governing Body at their August 20, 2024, work session meeting. This alternative was comprised of: (a) City makes lump sum payment in 2025 to reimburse Waste Management for excess recycling processing disposal cost expenses incurred in calendar year 2023 and 2024 that exceeded Franchise agreement rates for those services; and (b) $0.75 added per month to all residential service accounts for recycling processing disposal costs (average rate of $116.28 per ton, which accounts for future residential growth and commodity market volatility) effective January 1, 2025.

In an effort to minimize the impact of rate increases experienced by Rio Rancho residents to account for recycling processing disposal cost increases, another alternative was discussed at the work session meeting, which is presented in the proposed Ordinance. This alternative consists of:

(a) City makes lump sum payment in 2025 to reimburse Waste Management for excess recycling processing disposal cost expenses incurred in calendar year 2023 and 2024 that exceed Franchise agreement rates for those services; and

(b) City makes lump sum payment in 2026 to reimburse Waste Management for excess recycling processing/disposal cost expenses incurred in calendar year 2025 that exceed Franchise agreement rates for those services; and

(c) $0.25 added per month to all residential service accounts for recycling processing disposal costs effective January 1, 2026, and the City makes lump sum payment in 2027 to reimburse Waste Management for excess recycling processing disposal cost expenses incurred in calendar year 2026 that exceed Franchise agreement rates for those services; and

(d) $0.50 added (a $0.25 increase in relation to 2026 rates) per month to all residential service accounts for recycling processing disposal costs effective January 1, 2027, and the City makes lump sum payment in 2028 to reimburse Waste Management for excess recycling processing/disposal cost expenses incurred in calendar year 2027 that exceed Franchise agreement rates for those services.

The aforementioned increases, summing to $0.50 per month, do not fully cover the originally proposed $0.75 per month. As noted in Contract Amendment No. 4, the Unusual/Extraordinary Recycling Processing Disposal Cost will be reviewed annually. Actual costs and overall market conditions may result in the recommendation for future monthly recycling cost increases and/or the City continuing to fund the excess recycling processing/disposal cost expenses incurred in future years.

Waste Management currently services approximately 37,500 residential customers in Rio Rancho. The current monthly base rate for residential service (weekly curbside pickup of waste and every other week recycling pickup of certain materials) is a total of $18.55 per month, exclusive of Franchise Fee and Gross Receipts Tax charges. Pursuant to the Franchise agreement, Waste Management may automatically adjust annual service rates by no more than 2.5 percent on January 1, per applicable consumer price index data.

IMPACT:

The City will utilize the General Fund Unreserved Ending Fund Balance to make payment to Waste Management no later than February 15, 2025 to reimburse Waste Management for recycling processing disposal cost increases incurred in calendar year 2023 ($241,037.72) and 2024 (estimated $111,542.39) that exceed Franchise agreement rates for those services. Sufficient revenues exist in the General Fund Unreserved Ending Fund Balance (adopted Fiscal Year 2025 Budget: $21,234,453.00).

For calendar year 2025, the City will make payment to Waste Management no later than February 15, 2026, for excess recycling processing disposal cost expenses incurred by Waste Management that exceed Franchise agreement rates for those services.

Effective January 1, 2026, $0.25 will be added per month to all residential service accounts for recycling processing disposal costs. For calendar year 2026, the City will make payment to Waste Management no later than February 15, 2027, for excess recycling processing disposal cost expenses incurred by Waste Management that exceed Franchise agreement rates for those services.

Effective January 1, 2027, $0.50 (a $0.25 increase in relation to 2026 rates) will be added per month to all residential service accounts for recycling processing disposal costs. For calendar year 2027, the City will make payment to Waste Management no later than February 15, 2028, for excess recycling processing disposal cost expenses incurred by Waste Management that exceed Franchise agreement rates for these services.

ALTERNATIVES:

Approve the Ordinance. Section 5.3 (Petition for Unusual or Extraordinary Costs) of the Franchise agreement states, *"The City shall not unreasonably withhold approval of a Rate adjustment pursuant to this section and shall conclude all action within sixty (60) calendar days. Failure to conclude action within sixty (60) calendar days may be deemed by the Company as a denial of Company's petition."*

Do not approve the Ordinance. Waste Management may seek a legal remedy via the courts if the petition for a rate adjustment is not granted.

DEPARTMENT RECOMMENDATION:

Governing Body policy decision. City staff recommends approval as presented.

ATTACHMENT: Ordinance_O23
ATTACHMENT: Amendment WM Agreement 2024
ATTACHMENT: Waste Management Franchise Agreement

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. **ENACTMENT NO.**

ORDINANCE AMENDING THE SOLID WASTE AND RECYCLING MANAGEMENT FRANCHISE AGREEMENT BETWEEN THE CITY OF RIO RANCHO AND WASTE MANAGEMENT OF NEW MEXICO, INC.

WHEREAS: Waste Management, Inc., is petitioning the City of Rio Rancho for an unusual/extraordinary rate adjustment, pursuant to the terms of their current Franchise Agreement; and

WHEREAS: an unusual/extraordinary rate adjustment is being sought as a result of recycling processing disposal cost increases Waste Management has incurred as the City's recycling collection agent since 2023 and are projected to incur through the remainder of the Franchise Agreement term; and

WHEREAS: options were presented by Waste Management to the City to address costs related to the City's current recycling program and input was provided by Governing Body members at an August 2024 work session meeting; and

WHEREAS: based on discussion and feedback received to date, an amendment to the Waste Management Franchise Agreement has been drafted to account for recycling processing disposal costs for calendar years 2023 and 2024, as well as calendar years 2025, 2026, and 2027.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Section 1. The Franchise Agreement between the City of Rio Rancho and Waste Management, Inc., is hereby modified pursuant to the terms and conditions in Amendment No. 4, attached hereto.

Section 2. Amendment No. 1, Section 1. Appendix A – Rate Sheet – Residential Service, effective October 1, 2019, is repealed and replaced by Amendment No. 4, as applicable.

Section 3. Severability Clause. If any section, paragraph, clause, or provision of this Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this Ordinance or the regulation so challenged.

Section 4. Compiling Clause. This Ordinance shall be incorporated in and

compiled as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

Section 5. Effective Date. This Ordinance shall become effective ten days after adoption.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

AMENDMENT NO. 4 TO SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT BETWEEN THE CITY OF RIO RANCHO, NEW MEXICO AND WASTE MANAGEMENT OF NEW MEXICO, INC.

THIS FOURTH AMENDMENT TO SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT (this "Fourth Amendment") is entered into this _____ day of _____, 2024 by and between the City of Rio Rancho, a New Mexico municipal corporation (the "City") and Waste Management of New Mexico, Inc., a New Mexico corporation (the "Company").

RECITALS

A. The City and Company previously entered into that certain Solid Waste and Recycling Collection Agreement effective January 1, 2018 (the "Agreement").

B. The City and Company agree to amend the Agreement to modify certain provisions.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, the City and Company agree as follows:

1. APPENDIX A – RATE SHEET – RESIDENTIAL SERVICE

(Underline is New Text)

Service Type	Base Rate	
Contractor Supplied Carts	$15.91	Per Month
Unusual/Extraordinary Recycling Processing Disposal Cost	$0.18	Per Month. Expires December 31, 2025. Not included in the Base Rate for the purposes of applying annual CPI adjustment. Subject to annual review.
Unusual/Extraordinary Recycling Processing Disposal Cost	$0.43	Per Month. Effective January 1, 2026 to December 31, 2026. Not included in the Base Rate for the purposes of applying annual CPI adjustment. Subject to annual review.
Unusual/Extraordinary Recycling Processing Disposal Cost	$0.68	Per Month. Effective January 1, 2027 to December 31, 2027. Not included in the Base Rate for the purposes of applying annual CPI adjustment. Subject to annual review.
Additional Cart (Recycling or Trash)	$6.81	Per Month

Residential Cart Reload	$10.00	Per Month
Bulky Item Pickup	$29.00	Per Service
Green Waste Pickup	$25.00	Per Service
Replacement of Lost, Stolen or Missing Cart	$75.00	Per Container
Redelivery of Bin Due to Non-Payment	$50.00	Each Incident

Delinquent Billing Notification Fees:

Commercial 1.25% of billing which is 45 or more days in arrears per month
Residential 1.25% of billing which is 45 or more days in arrears per month

*Please note that the rates shown above were effective January 1, 2018 to December 31, 2018, and were subject to an automatic annual CPI adjustment, beginning January 1, 2019, and will continue throughout the term of the Agreement.

3. By no later than February 15, 2025, the City shall make a lump sum payment to the Company for recycling processing disposal cost expenses incurred in calendar year 2023 ($241,037.72) and 2024 (to be determined and finalized January 2025 with supporting documentation provided) that exceed Franchise Agreement rates for those services. The City shall be a benefactor of recycling processing disposal cost decreases realized as a result of any of the Company's negotiated value of commodities processed that is applied to recycling processing disposal.

4. For calendar year 2025, the City shall make a lump sum payment to the Company no later than February 15, 2026, for recycling processing disposal cost expenses (to be determined and finalized January 2026 with supporting documentation provided) incurred by the Company that exceed Franchise agreement rates for those services. The City shall be a benefactor of recycling processing disposal cost decreases realized as a result of any of the Company's negotiated value of commodities processed that is applied to recycling processing disposal.

5. For calendar year 2026, the City shall make a lump sum payment to the Company no later than February 15, 2027, for recycling processing disposal cost expenses (to be determined and finalized January 2027 with supporting documentation provided) incurred by the Company that exceed Franchise agreement rates for those services. The City shall be a benefactor of recycling processing disposal cost decreases realized as a result of any of the Company's negotiated value of commodities processed that is applied to recycling processing disposal.

6. For calendar year 2027, the City shall make a lump sum payment to the Company no later than February 15, 2028, for recycling processing disposal cost expenses (to be determined and finalized January 2028 with supporting documentation provided) incurred by the Company that exceed Franchise agreement rates for those services. The City shall be a benefactor of recycling processing disposal cost decreases realized as a result of any of the Company's negotiated value of commodities processed that is applied to recycling processing disposal.

7. The effective date of this Fourth Amendment is November 3, 2024.

8. Full Force and Effect. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have duly executed this Fourth Amendment.

"CITY" – City of Rio Rancho, NM	"Company" – Waste Management of New Mexico, INC.
By:_____	By: _____
Matthew Geisel, City Manager	Dan Darnell, NM Public Sector Manager
Date:_____	Date:_____

Approved as to Form:

_____

Joshua Rubin, City Attorney

SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT BETWEEN CITY OF RIO RANCHO, NEW MEXICO AND WASTE MANAGEMENT OF NEW MEXICO, INC.

THIS SOLID WASTE AND RECYCLING AGREEMENT (the "Agreement") is made and entered into this 29th day of December, 2017, between the City New of Rio Rancho, New Mexico, a municipal corporation of Sandoval County, New Mexico, hereinafter for convenience called the "City", and Waste Management of New Mexico, Inc., a New Mexico corporation, hereinafter for convenience called the "Company."

1. GENERAL PROVISIONS

1.1 **Authority**. Pursuant to the provisions of New Mexico Statutes Annotated 53-48-3 et seq. (1978) and Rio Rancho Revised Ordinance Chapter 8, Article 1 (1987), the City does hereby retain the services of the Company and the Company hereby agrees to perform solid waste collection and recycling collection for the City for the consideration and upon the terms and conditions set forth in this agreement.

1.2 **Findings**.

(a) **Collection**. The City finds that uncontrolled, inadequately controlled and improper collection, transportation, processing and disposal of solid waste and recyclable materials:

1.2.1.1 Is a public nuisance and a clear and present danger to the people;

1.2.1.2 Provides harborages and breeding places for disease-carrying, injurious insects and other pests harmful to the public health, safety and welfare;

1.2.1.3 Constitutes a danger to livestock and domestic animals;

1.2.1.4 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; and

1.2.1.5 Results in the squandering of valuable non-renewable and non-replenishable resources contained in solid waste.

(b) **Recycling**: The City finds that residents in the community desire a recycling program in order to conserve limited natural resources, reduce liter, recycle valuable materials, extend the useful life of solid waste landfills and reduce the need for new landfills:

1.2.2.1 Recycling programs can most successfully be established by voluntarily encouraging the source separation of solid waste;

1.2.2.2 Prior to the collection of solid waste, all recyclable materials should be separated into the appropriate recycling container by each customer participating in the recycling program within the City;

1.2.2.3 For the purpose of this agreement, Recyclable Materials are defined in Section 1.9;

1.2.2.4 Waste reduction, recycling, resource recovery and proper disposal of solid waste promotes the general welfare of the residents of this community; and

1.2.2.5 Waste reduction programs and recycling reduce the need for landfills and extend their life.

1.3 **Construction of Agreement**.

(a) **Headings**. Section and subsection headings are included for convenience only. Such headings are not to be used 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.

1.4 **Release of Concurrence**. The parties agree that entry into this Agreement is not intended to be construed in any manner whatsoever by any person or entity at any time for any purpose, as a concurrence by the Company with the findings of the City contained in Section 1.2 of this Agreement, or as evidence of any findings or conclusions by the Company.

1.5 **Agreement for Residential and Commercial Service**. Except as provided below in Section 1.5(a), the City hereby grants the Company an exclusive franchise during the term of this Agreement to provide the Collection Services. The City shall require in its municipal code that Commercial and Residential Premises receive the Collection Services.

(a) **Exceptions to Exclusive Franchise**. Subject to Section 1.5 above (i.e., mandatory Collection Services), nothing in this Agreement shall prevent any owner, occupant or tenant of a Commercial or Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business in the City or to donate Recyclable Material to any bona fide charity, provided that all such Recyclable Material is separated by the Customer.

1.6 **Term and Renewals**. Subject to termination as specifically provided for in Section 5.17(b), the initial term of this Agreement shall be for ten (10) years, with services of the Company to commence at 12:01 a.m. on January 1, 2018, and to expire on December 31, 2027 at

the hour of 11:59 p.m. This Agreement shall be renewed for an additional five (5) year term if either party has not notified the other that it chooses not to renew. Such notice shall be given no later than 180 days prior to expiration of the initial term.

1.7 **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.

1.8 **Interface with Local Solid Waste Ordinances**. The Company shall comply with the terms of any City ordinance relating to solid waste and recycling management. All terms and phrases used in this agreement shall be interpreted consistent with the provisions in any Solid Waste Ordinance. In the case where a conflict exists between any Solid Waste Ordinance and this Agreement, the terms and provisions of the Solid Waste Ordinance control. However, where any change in the Solid Waste Ordinance increases Company's costs or reduces revenue, Section 5.3 will apply.

1.9 **Definitions**.

(a) "**Applicable Law**" means any federal, state, local, or foreign rule, law, regulation, ordinance, order, judgment, decree, permit or administrative agency guidelines applicable to this Agreement, including those relating to or impacting the Collection Services. A "**Change in Applicable Law**" means the adoption, promulgation, or modification of an Applicable Law after the date this Agreement is first signed by a party.

(b) "**Bin**" means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

(c) "**Cart**" means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

(d) "**Collection Services**" means the collection and disposal or Processing of Solid Waste generated or coming to exist at Commercial and Residential Premises in the City. Collection Services includes, but is not limited to, (i) collection and disposal of Refuse from Commercial and Residential Premises, (ii) collection and Processing of Recyclable Materials from Commercial and Residential Premises, and (iii) Roll-Off Services.

(e) "**Commercial Premises**" means a business establishment and/or industrial facility including, but not limited to, government, religious and educational facilities, and Multi-Family Complex.

(f) "**Construction and Demolition Debris**" or "**C&D Debris**" means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

(g) "**Customer**" means an owner or occupant of a Commercial Premises or Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

(h) "**Dwelling Unit**" means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

(i) "**Multi-Family Complex**" means any Premises with more than two (2) Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (not where Dwelling Units are individually billed for Refuse Collection Services).

(j) "**Multi-Family Dwelling Unit**" means a Dwelling Unit in a Multi-Family Complex.

(k) "**Premises**" means any parcel of real property in the City where Solid Waste is generated or accumulated.

(l) **"Process" or "Processing"** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclable Materials or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclable Materials or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

(m) "**Recyclable Materials**" means aluminum food and beverage containers; ferrous (iron) cans; HDPE natural plastic containers with the symbol #2 such as milk and water bottles; plastic with symbols #3 #4 #5 #6 and #7; old corrugated containers; catalogs; telephone books; copier paper and printer paper; all other office paper without wax liners; PET plastic containers with the symbol #1 with screw tops only; HDPE pigmented plastic containers with symbol #2 such as detergent and shampoo bottles; newsprint; magazines, glossy inserts and pamphlets; cereal boxes,

detergent boxes, gift and snack boxes; and mail. All container types listed within this definition of Recyclable Materials shall be empty of any contents. Recyclable Materials do not include bagged materials (even if containing Recyclable Materials); glass bottles or jars, mirrors; light bulbs; porcelain; plastic bags; glass cookware or bakeware; microwave trays; window or auto glass; ceramics; unnumbered plastics; coat hangers; household items such as cooking pots and toasters; wet fiber/paper or fiber/paper that has been in contact with food or grease; and any materials that contain chemicals or other properties that are deleterious or capable of causing damage to any part of Company's property, its personnel or the public, and/or that may impair the strength or the durability of the Company's structures or equipment. Company has the right to add or remove materials which are deemed "Recyclable Materials" based on availability of commercially viable markets. Company will notify City at least 30 days prior to any such changes. Recyclable Materials also shall not include any Unacceptable Waste, and containerized materials which contain ten percent (10%) by weight or volume of non-Recyclable Materials. Title to Recyclable Materials shall transfer to Company upon collection in Company vehicles.

(n) "**Refuse**" means Solid Waste that is set out for collection and disposal by Company pursuant to this Agreement. Refuse does not include Recyclable Materials set out for collection pursuant to Section 3.2(a) of this Agreement, nor does it include Unacceptable Waste.

(o) "**Residential Premises**" means a Single-Family Premises.

(p) "**Roll-Off Container**" means an all-metal container with ten (10) – forty (40) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

(q) "**Single-Family Premises**" means (i) any Premises with two (2) or less Dwelling Units, and (ii) any Premises with more than two (2) Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

(r) "**Solid Waste**" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the City, including discarded Recyclable Materials, but excluding Unacceptable Waste.

(s) "**Unacceptable Waste**" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage to Company's

equipment of facilities, ore present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the resident that generated the Unacceptable Waste at all times.

2. CITY PROVISIONS.

2.1 **Tort Claims Act; City Liability**. To the extent of the City's liability insurance coverage, and only to the extent allowed by law, City agrees to hold Company harmless from claims, demands and costs which may be asserted against Company by reason of the City's acts or omissions under this Agreement. City warrants that it will maintain liability insurance coverage, which equals or exceeds the award caps provided under New Mexico's Tort Claims Act. This hold harness provision does not include attorney fees incurred by the Company in the defense of any such claims. Nothing herein shall operate or be deemed to alter or expand the City's liability beyond that permitted under the applicable provisions of the Tort Claims Act, or to waive any limitations or required procedures thereunder.

2.2 **Quality of Service Study**. The City may conduct a quality of service survey annually or at such time periods as time City deems reasonable. Company will pay up to $500.00 annually for the cost of the survey. The City will coordinate the preparation of the survey with the Company, who may provide input into the questions. Company agrees to implement any necessary and reasonable recommendations indicated by the quality of service study.

3. COLLECTION SERVICES; OTHER COMPANY OBLIGATIONS.

3.1 Refuse Collection Services.

(a) Company shall provide curbside collection of Refuse one time per week to each Single-Family Premises. Company will provide each Customer with one (1) 96-gallon Cart for temporary storage and curbside placement of Refuse. Carts being utilized under the previous franchise agreement may continue to be used. Service for additional Refuse Carts is available for an additional fee.

(b) Company shall provide collection of Refuse at least one time per week to each Commercial Premises, including Multi-Family Complexes. The frequency of collection and number and size of containers will be reasonably determined by the Company and the Customer, provided that all Refuse must be contained and collected in a safe and sanitary manner (e.g., containers are not overloaded with Refuse). Company will provide each Customer with sufficient container(s) for storage and placement of Refuse for collection by the Company. Carts being utilized under the previous franchise agreement may continue to be used.

(c) Company will transport all Refuse to an appropriate disposal facility. Company will pay all transportation and disposal costs.

3.2 **Recyclable Materials Collection Services**. The Company shall implement a recycling program as follows.

(a) **Curbside, Residential Recycling Program**. Company will implement a curbside, residential recycling program to residents of single family homes receiving curbside collection. The Company shall make a good faith, commercially reasonable effort to promote the program to achieve the goal of seventy-five percent (75%) participation by all residential households.

3.2.1.1 Company shall provide curbside collection of Recyclable Materials one time per week on the same day that Refuse is collected.

3.2.1.2 Company shall supply every residential customer with one (1) 96 gallon Cart upon request.

3.2.1.3 Company will transport all Recyclable Materials to an appropriate recycling facility, where all materials will be processed. Company will pay all processing and transportation fees. Company will retain any net proceeds or deficits from sale of Recyclable Materials.

3.2.1.4 Company will maintain records regarding Recyclable Materials collected by Company, participation levels, and the cost or proceeds of materials collected and other identified information which is necessary.

3.2.1.5 Company guarantees that all source-separated Recyclable Materials shall be delivered to a recycling facility unless the City is notified otherwise, and cause for such action is duty justified.

(b) **Commercial Recycling Program**.

3.2.2.1 Company shall provide collection of Recyclable Materials at least every other per week to each Commercial Customer that subscribes to such services. The frequency of collection and number and size of containers will be reasonably determined by the Company and the Customer, provided that all Recyclable Materials must be contained and collected in a safe and sanitary manner (e.g., containers are not overloaded with Recyclable Materials). Company will provide each Customer with sufficient container(s) for storage and placement of Recyclable Materials for collection by the Company. Containers being utilized under the previous franchise agreement may continue to be used.

(c) **Education and Promotion**.

3.2.3.1 Education and promotion of the recycling program will primarily be the responsibility of the Company. The City will assist, as it is able with its personnel, and will provide public support. The Company will, at a minimum, provide written materials explaining the recycling program to

all households in the community and new customers, and implement a grade school education and promotion program.

3.2.3.2 Education and promotion of future recycling program(s) will be developed jointly by the Company and the City Staff that manages the Keep Rio Rancho Beautiful Programs.

(d) **Glass Recycling Drop Off Center.** Company will establish a glass recycling drop off center at the Rio Rancho Landfill, accessible during regular landfill business hours, and at no cost to the City or the residents. See also Appendix C, Landfill Services.

(e) **Waste Reduction Program(s)**. Company shall work with the City to further develop plans for waste reduction to endeavor to meet goals established by federal and state regulations. Upon reasonable request, the Company shall evaluate the following and report its analysis to the City:

3.2.5.1 Yard waste reduction education programs.

3.2.5.2 Composting programs.

3.2.5.3 Education efforts for solid waste minimization programs, such as packaging reduction and reuse, achieve waste reduction goals.

3.2.5.4 Estimate the cost of any program considered by the City for waste reduction programs.

3.3 **Location of Containers for Collection.**

(a) **Residential Collection**. All collections made by Company for other than a qualified physically disabled resident, shall be made at curbside from the streets adjoining properties, and must be no further than three (3) feet from the driving surface of the street, except where special circumstances warrant otherwise and where approved by the City. The City shall require owners to deliver receptacles to such point for collection, and return empty receptacles from said points to the usual place of storage.

3.3.1.1 A "qualified physically disabled resident" means, a household where there is not an able bodied resident, and the resident has provided, on a form provided by the Company, a physician's certification that the resident is not able to wheel a receptacle curbside.

3.3.1.2 Refuse and Recyclable Materials will be collected once per week, both on the same day.

3.3.1.3 It is the responsibility of the Customer to see that Refuse and Recyclable Materials are placed at curbside by the time specified in the City's Solid

Waste Ordinance on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways and no further than three (3) feet from the driving surface and unobstructed on all sides by three (3) feet.

(b) **Commercial Collection**. The criteria for the placement of containers shall be specified in the Solid Waste Ordinance. The specific location of a container will be determined in the planning or building permit process. Container locations shall be reasonable, allowing safe ingress and egress and must be unobstructed by overhangs and wires. The Company shall have input as to the location of containers on new commercial sites. The Company shall provide collection service for the collection of Refuse from commercial units a minimum of once per week, according to the procedure set forth in the Solid Waste Ordinance.

3.4 **Roll-Off Services**. Company will collect, transport, dispose and process C&D Debris and other Solid Waste from Commercial or Residential Premises which are not collected as part of the recurring Refuse or Recyclable Material Collection Services hereunder. Such temporary services include the delivery of Roll-Off Containers to the Commercial or Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein. Company will determine the terms of such services, and the rates are set forth in Exhibit A.

3.5 **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) Collection for Single-Family Residential and Multi-Family Complexes with Carts shall be between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturday.

(b) Collection for Commercial and Multi-Family Complexes with Bins shall be between the hours of 4:00 a.m. to 8:00 p.m. Monday through Friday, and 4:00 a.m. to 1:00 p.m. on Saturday.

3.6 **Holidays**. The Company may choose to observe the following holidays, on the officially observed day, as non-collection days: New Year's Day, Thanksgiving, and Christmas.

(a) If the Company observes the above listed holidays as non-collection days, then collection shall occur on the next day of the week and all other collection days shall be pushed by one day hence. Commercial collections on such holidays shall be performed on the day either prior to or after the holiday at the option of the Company. The Company shall inform Customers of holiday schedules via local media.

(b) The suspension of Collection Services on any designated holiday in no way relieves the Company 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. The Saturday following a week including a holiday shall have operational hours of 7:00 a.m. to 7:00 p.m.

3.7 **Contamination; Overage; Overweight**.

(a) Contamination. Company is not obligated to collect containers which are Contaminated. For purposes of this Agreement, "Contamination" exists when, based on visual inspection, a Recyclable Materials container has more than 10% non-Recyclable Materials (volume or weight) or any amount of Unacceptable Waste.

3.7.1.1 If Company elects to not collect a Contaminated container, it shall leave a notice/tag with the Customer explaining why.

3.7.1.2 Following two instances of Contamination, and assuming Company has left a notice/tag as provided above, Company may charge the customer a Contamination fee set forth in Exhibit A. Company may dispose of the contents of a Contaminated container.

(b) Overage. Company is not obligated to collect Overage, unless caused by Company spillage of non-overloaded containers during collection. "Overage" is defined as (i) Refuse or Recyclable Materials exceeding its container's intended capacity, or (ii) Refuse or Recyclable Materials placed on top of or in the immediate vicinity of the container.

3.7.2.1 If Company elects to collect Overage, it may charge the customer the Overage rate set forth in Exhibit A; provided, however, Company must have photographic evidence of the Overage (which will be provided to the Customer upon request).

3.7.2.2 If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse or Recyclable Materials), and Company has photographic evidence of each instance, Company may increase the customer's service level (i.e., larger container or more frequent service) to mitigate the Overage, and may increase the charges to such customer according to the increased service level.

(c) Overweight Containers. The Company may tag and reject any Refuse or Recyclable Material container which the Company reasonably believes to be overweight. A Cart shall be considered "overweight" if the total weight of the Cart and contents exceeds two times the volume capacity of said Cart (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the customer via tag or telephone call that they must reduce the container weight to continue to receive Collection Services.

3.8 **Missed Collections**. In the event that a regularly scheduled collection is missed and a complaint is received by either the City or the Company, and where no fault can be found on the Customer's or generator's part, a special collection of the Solid Waste will be required

of the Company within 24 hours. The City shall notify the Company of any such complaint it receives within 4 business hours.

(a) In the event of missed pickups due to the Customer or resident's negligence, at the Customer's request, a special pickup will be made within 24 hours and the Customer charged per the rate schedule.

(b) In the event of missed pickup due to force majeure, pursuant to Section 5.17, pickup will be made as soon as possible when conditions are safe to continue service.

3.9 **Continuity of Service**. An interruption of service at the request of a Customer due to a vacation or vacancy lasting less than thirty (30) days, 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.

3.10 **Special Services**. The Company shall, upon request, provide special services as follows:

(a) **Dead Animals**. To the extent permitted by law, Company shall permit City to dispose of dead animals, without charge, at any sanitary landfill owned by Company.

(b) **Special Services**. Upon request and for a fee, the Company shall provide special services for items that do not conform to the weight or size limitations for regular pick-up, such as the removal of bulky wastes, white goods and tree trimmings. Such services will be pursuant to Company's requirements and fees.

(c) **Innovation and Technology**. The Company shall provide information to the City on innovations in technology for more efficient and cost effective means of collection and disposal of Refuse or Recyclable Material. The City shall assess such innovations and cooperate in any pilot programs or implementations upon reasonable assessment that such innovations would be more efficient, cost effective, and in the best interests of the solid waste program for the City of Rio Rancho. No such changes shall be implemented until Company and City agree upon the program and Company's compensation.

3.11 **Customer Service Operations**.

(a) **Office Within the City**. The Company shall maintain an office within the City that shall remain open during normal business hours from 8:30 a.m. to 4:30 p.m. Monday through Friday.

3.11.1.1 In order to ensure that the City receives its fair share of gross receipts taxes or other taxes allowed it under law, Company shall take such action as is

necessary and shall report as being received and accounted for any receipts from Collection Services provided within the City.

3.12 **Service to the City**. Company shall provide reasonable Solid Waste collection and disposal service to the City government, free of charge. Such service shall include but not be limited to:

(a) Emptying outside Refuse receptacles placed by the City throughout the corporate area of the City at facilities owned by the City or leased and occupied by the City as listed in Appendix B attached hereto, and any new City facilities as notified by the City;

(b) Participating in general city-wide clean-up programs, as detailed in Appendix C;

(c) Participate with the City in clean-up activities in the area surrounding the landfill;

(d) Free landfill tipping fees for Freon-free white goods, and discarded bulk furniture items delivered by the City to the Rio Rancho Landfill. All other waste, except special waste, delivered by the City to the Rio Rancho Landfill shall be charged a percentage of posted gate rate for vehicles entering the Rio Rancho Landfill based on net weight. For the first 700 tons per Agreement year, the City will pay 50% of the posted gate rate; for 701 – 1200 tons per Agreement year, 60% of the posted gate rate; and 72% of the posted gate rate for all volume in excess of 1200 tons per Agreement year. All loads must be covered and secured. Special Waste, as defined by the New Mexico Environmental Department, will be charged a rate mutually agreed upon by the parties prior to the time of delivery; and

(e) Free City services does not include Solid Waste generated by non-routine activities, such as construction projects and street sweeping material.

3.13 **Notices to Customers**. The Company shall inform all Customers as to relevant complaint procedures, rates and billing procedures, collection and recycling regulations, days and hours of scheduled Collection Services, and any other relevant notices. In addition to other means of informing Customers, the Company shall provide information to Customers by a Company website dedicated to the City and by means of inserts in customer billings.

(a) Company also agrees to publicize in local news media on a periodic basis notices of special pickup services made available to the public by the Company.

3.14 **Necessary Equipment and Containers; Repair and Maintenance**. Company 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 Law. 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 Company plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in a font 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 maintained so as to prevent any littering of Solid Waste and leakage of fluid of any type. No vehicles will be overloaded.

(a) All trucks or other equipment used in collecting Solid Waste shall be thoroughly cleaned at least once each week, and deodorized or maintained in a sanitary and non-offensive condition.

(b) The Company shall properly maintain all Company-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.

(c) The Company will perform all maintenance and repairs upon Company provided containers in order to keep them in proper operating order. The Company shall maintain, repair, or repaint (not more than once per year, and for Bins or Roll Offs) a container upon the order of a code enforcement officer. The Company shall be entitled to seek restitution from Customers for all container maintenance and repairs (unless due to normal wear and tear or Company mishandling) as well as lost or lost or stolen containers.

(d) The Company may make collections unrelated to this Agreement 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.

(e) Company further agrees that it will, upon request and for a reasonable fee, exchange or perform on-site cleaning of Solid Waste containers.

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

3.15 **Supervision of Employees**. Company shall:

(a) Employ and retain supervisors and employees who are experienced and qualified to assure performance of this Agreement;

(b) Provide adequate operating and safety training for all of its employees and personnel;

(c) Furnish, upon the request of the City, non-confidential information concerning the background and work-related experience of any supervisor, agent or employee of the Company;

(d) 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. Shirt will be required at all times;

(e) Allow the City to make a complaint regarding any employee or agent of the Company who violates any provision hereof or who is wanton, negligent or discourteous the performance of his or her duties; who is unnecessarily noisy or violates the City's Motor Vehicle Code. Any disciplinary action suggested by the City shall not be binding on the Company;

(f) 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;

(g) Require that each employee assigned to drive a vehicle, shall at all times carry a valid driver's license for the type of vehicle being driven;

(h) Encourage that each employee be trained in first aid; and

(i) Assure that each employee that drives or operates vehicles or equipment is properly trained in the operation thereof.

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

3.17 **Disposal Site**. The location of the disposal site to be used under the terms of this Agreement is the Rio Rancho Sanitary Landfill, Rio Rancho, New Mexico, or an alternative site as contemplated in this Section 3.17. The choice of this site was made by the Company, who will assume all related fees. Compensation for government fee/tax increases and unanticipated costs will be subject to this Agreement's provision for petitioning for extraordinary costs. Company may, at any reasonable time, be asked to provide evidence that the disposal site upon which its rates are based is the site actually used, and that the said site is a legally permitted facility.

(a) **Primacy of City Needs**. The Company shall ensure, during the term of this Agreement, that the disposal needs of the City are met by providing sufficient disposal capacity at any of its landfills within the City or by transporting Solid Waste generated within the City to another permitted solid waste facility. Until such

time that the Rio Rancho Sanitary Landfill reaches capacity and closes, the Company shall provide disposal capacity without any additional fees or costs passed on to the City or its residents, except as provided in Section 5. If the Rio Rancho Sanitary Landfill reaches capacity and closes, Company shall designate and obtain an alternate disposal site for which Company may seek compensation for additional fees and costs pursuant to Section 50.09 of the City's Solid Waste Ordinance and Section 5 of the Agreement, including the provisions regarding petition for unusual or extraordinary costs.

(b) **Landfill Rates**. In recognition of collection fees paid by residents of Rio Rancho, the Company shall provide a reduced rate to citizens of Rio Rancho using the landfill. A Rio Rancho resident shall be charged 72% of the posted rate for vehicles entering the landfill with the resident's own residential Solid Waste, which is fully covered and secured. A valid driver's license, current utility bill or current Solid Waste collection bill shall be the accepted proof of residence.

3.18 **Right to Require Performance**. The failure of 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.

3.19 **City Franchisee Fees; Road Maintenance Fee**.

(a) **Franchise Fee**. In consideration of the City granting the Company its franchise, allowing the Company to use the City's rights-of-way, and in exchange for all other valuable consideration, Company shall pay the City a franchise fee, which shall be a percentage of the gross receipts received on a monthly basis from the Collection Services. For the purposes of calculating the franchise fee, receipts from the sale of recyclable materials are excluded. The franchise fee shall not be in lieu of any City, state or federal fees, charges or taxes, including but not limited to business registration fees, gross receipts taxes and ad valorem property taxes.

3.19.1.1 The franchise fee percent shall be specified in the Solid Waste Ordinance. The franchise fee shall be over and above the base rate. City may change the franchise fee upon at least two (2) months notice to Company. The new franchise fee shall become effective the following January 1st.

3.19.1.2 The franchise fees received by Company in the prior month shall be due and payable to the City by the no later than the 25th day following the end of each calendar month. The Company shall pay to the City the additional sum of one hundred dollars ($100) per day for each and every day that payments otherwise called for pursuant to this agreement are past due, until the Company's account is brought totally current.

(b) **Road Maintenance Fee**. Company will pay the City $50,000 on July 1, 2018, and on each July 1 thereafter during the term of this Agreement, which the City may use for road maintenance.

3.20 **Books, Records; Access to Reports**. The Company shall keep detailed, accurate and complete records in such reasonable form as the City may require in order to show compliance with this Agreement, and the City has the right to inspect the same.

3.21 **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. In the event the Company 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. Company shall not subcontract the work or business which it has contracted to perform, without the prior written consent of the City.

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

3.23 **Indemnification**. Except as provided below, the Company assumes all risk of loss or injury to property or persons arising from any of its operations or omissions under this Agreement. The Company will indemnify and hold harmless the City, its officers, agents, servants and employees from any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees (collectively, "Claims") arising from Company's willful misconduct or negligent act or omission, or those of its officers, agents, servants and employees, in the performance of this Agreement. However, Company shall not be liable to the extent a Claims results from the willful misconduct or negligent act or omission of the City, its officers, agents, servants or employees.

3.24 **Insurance**. The Company shall maintain in full force and effect throughout the term of this Agreement, and throughout any extension or renewal thereof, insurance in the minimum amounts as follows. Employers liability coverage will be required of the Company 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.

Liability insurance for all collection equipment and facilities shall also be provided. Prior to the effective date of this Agreement, the Company 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 be canceled without 30 days advance written notice to the City, except that 10 days' notice applies to cancellation for non-payment of premium.

Coverage	Minimum Limits of Liability
Workman's Compensation	Statutory

Employer's Liability	$1,000,000 each accident $1,000,000 disease – each employee $5,000,000 disease – aggregate
General Liability: Bodily injury and Property Damage	$5,000,000 each occurrence $6,000,000 aggregate
Commercial Automobile Liability Bodily Injury and Property Damage	$5,000,000 each accident
Excess Umbrella Coverage	$10,000,000 each occurrence

The Company shall name the City as an additional insured, and shall insure the City in the same general terms and to the same general effect as any agreement of the Company, to indemnify and hold harmless the City. Insurance limits and coverage requirements shall be reviewed at annual intervals from the effective date hereof. All policies must contain a provision requiring the insurer to notify the City at least thirty (30) days prior to cancellation of any policy, except that 10 days' notice shall be provided for cancellation for non-payment of premium. The City, its officers or employees will not be responsible for any claims or actions occasioned by the failure of the Company to comply with the provisions of this paragraph. Proof of Insurance in compliance with this provision shall be filed with the City Manager's Office within thirty days of execution of this agreement.

3.25 **Grace Period**. In the event that certain requirements contained herein cannot be immediately accomplished or performed by the Company 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 Company shall make every effort to come into compliance. During this grace period, the Company shall not be in default and the City agrees to take no action to terminate this Agreement under the provisions herein, if the City reasonably determines the Company is making a good faith effort to come into compliance before the expiration of the grace period; provided, however, if the event of non-compliance is such that it is not commercially reasonable for Company to comply within the thirty (30) day grace period, then the Company shall not be in default of this agreement if the Company commences to come into compliance within the thirty (30) day grace period and diligently prosecutes same to completion. The City may extend the grace period for extraordinary circumstances beyond the control of the Company, when in the best interest of the City.

4. ADMINISTRATIVE COMPLIANCE.

4.1 **Compliance with Law**. In its performance of the terms and conditions of this Agreement, the Company 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 Company shall keep informed of all existing and future laws, ordinances and regulations which in any manner 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. Company shall at all times

observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Company 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.

4.2 **Permits; Licenses; Taxes**. The Company shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the City or other public entities.

4.3 **Status as Independent Company**. The parties acknowledge and agree that the Company shall carry out all the terms of this Agreement as an independent Company and not as an agent, servant, employee or partner of the City.

4.4 **Training**. Company shall avail itself and employees of the training in solid waste management provided from time to time by the State of New Mexico Environment Department, or by any other recognized entity, and generally keep informed of the advances being made in the field of solid waste disposal.

5. **MUTUAL PROVISIONS.**

5.1 **Rates Effective January 1, 2018**. The Company is authorized to charge Customers the rates set out in Appendix A (the "Rates"), which shall remain in effect until January 1, 2019.

5.2 **Annual CPI Adjustments**. Commencing on the date which is one (1) year after the January 1, 2018 (the "Commencement Date"), and on the same date annually thereafter (the "Adjustment Date"), the Rates, as adjusted hereunder, shall be automatically adjusted by a percentage equal to 85% of the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services ("WST"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous September 30 (compared to the average WST for the next previous 12-month period ending September 30). However, annual CPI adjustments will be limited to a 1.5% minimum and 2.5% maximum. At least thirty (30) days prior to the Adjustment Date, Company shall notify City of the WST adjustment to take effect on the Adjustment Date and shall provide City with its computations therefor. Adjustments to the 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. For example, regarding a WST adjustment that would take effect on January 1, 2020, Company will calculate the following:

> (12 month average for the WST ending September 30, 2019 - 12 month average for the WST ending September 30, 2018) / 12 month average for the WST ending September 30, 2018)

The resulting quotient would then be multiplied by 0.85, and that product would then be multiplied by the Rates to determine the Rate adjustment for each.

5.3 **Petition for Unusual or Extraordinary Costs**. The Company may petition the City at any time for a rate adjustment on the basis of unusual changes in the cost of operations

or reduced revenues, such as: (i) changes in Applicable Law; (ii) changes in the scope of services; (iii) new or additional services the City may request; (iv) implementing and operating new innovations pursuant to Section 3.10(c); (v) redirection of solid waste to alternative Disposal Sites pursuant to Section 5.4; (vi) changes in disposal or processing fees; (vii) increases in the costs of licenses, permits and City taxes; (viii) increases in the cost of fuel; (ix) a material fluctuation in the market price for Recyclable Materials, unforeseen increases in the cost of collection, handling, processing, storing, transporting, marketing, or sale or other disposition of Recyclable Materials, the need for increased promotional or educational activities pertaining to recycling, or any changes to the definition of "Recyclable Materials" set forth herein and, (ix) for other good reasons. The City shall have the right, prior to approval of any rate changes pursuant to this Section 5.3, to demand inspections by itself or authorized representatives or independent auditors of pertinent records or documents that demonstrate the basis for the adjustment to the Rates. The City shall not unreasonably withhold approval of a Rate adjustment pursuant to this section and shall conclude all action within sixty (60) calendar days. Failure to conclude action within sixty (60) calendar days may be deemed by the Company as a denial of Company's petition. The Company may petition the City for a rate adjustment hearing as provided in Section 50.09 of the City's Solid Waste Ordinance.

5.4 **Rate Adjustment upon Closure of the Rio Rancho Sanitary Landfill.**

(a) Company has disclosed to the City that the Rio Rancho Sanitary Landfill is nearing capacity and may face closure at some time prior to the term of this Agreement. Before the Rio Rancho Sanitary Landfill reaches capacity, the Company will choose whether to use an existing disposal site or to use a new disposal site yet to be acquired, built, and permitted. Using a new disposal site may require the utilization of a transfer station. The parties acknowledge that the use of a disposal site other than the Rio Rancho Sanitary Landfill, whether new or existing, may increase or decrease the Company's disposal, transfer if applicable, and transportation costs.

(b) No later than 12 months before the date that is the Company's best estimate of when the Rio Rancho Sanitary Landfill will reach capacity and need to be closed, the Company will notify the City of its choice of the alternate disposal site (the "Disposal Site Notice"). After the City receives the Disposal Site Notice, the City and the Company will negotiate in good faith for up to 60 days to set new Rates, subject to required public hearings and approval by the Governing Body (if any). If the parties are unable to negotiate new rates within such 60-day period, this Agreement shall terminate one year following the expiration of such 60-day period.

5.5 **Billing of Accounts; Basis and Method of Payment.**

(a) **Responsible Party**. The owner or owner's agent of the property being served shall make the necessary arrangements for Collection Services. The owner or agent shall be the responsible party for billing purposes. Owners of property will be responsible for any unpaid bills left by tenants.

(b) **Customer Billing**. Company will bill single-family Residential customers quarterly, in advance of services. Company will bill Commercial customers one month in advance of services. Customer payments will be due within 30 days of the invoice date.

5.5.2.1 Company may discontinue Collection Services, and remove containers from Customers who have not paid an invoice in full within 90 days of the invoice date.

5.5.2.2 Notwithstanding the foregoing, if, following any discontinuation of service under the provisions of this section, the City notifies the Company that it has experienced a significant increase in illegal dumping or stockpiling of waste, the Company shall resume service to those properties for which it has discontinued service under this section, and the Company will be permitted to adjust its rates in the manner set forth in Section 5.6.2.1.

(c) **Information to be Provided to Customers**. Information about billing and payment requirements shall be given pursuant to the Notices to Customer section of this Agreement.

5.6 **Collection and Enforcement**

(a) **Collection Options**. In addition to other legal alternatives available to Company, Company may do the following with respect to delinquent Customer accounts:

5.6.1.1 Late payment fees of 2.5% per month or $5.00, whichever is greater;

5.6.1.2 Bring a civil suit against the debtor in any court of competent jurisdiction;

5.6.1.3 Use of a collection agency.

With regard to 5.6.1.2 and 5.6.1.3, attorney and collection agent fees may be added to the Customer account balance, and Customer shall additionally be responsible for payment of all collection-related costs incurred by Company.

(b) **Enforcement of Solid Waste Ordinance**. The City may cite into Municipal Court any person in violation of the Solid Waste Ordinance, and will, as a general rule, cite into Municipal Court any person against whom the Company has obtained a judgment for amounts in arears. Company shall provide all personnel and administrative resources necessary to prosecute code enforcement under this section.

5.6.2.1 If during an Agreement year Company's ability to discontinue services to delinquent customers has, for some period of time, been suspended or discontinued pursuant to Section 5.5.2.2, and for such Agreement year Company's bad debt exceeds 7.56 percent of Company's gross billings for

such period, then City agrees to an automatic adjustment to Company's rates as follows:

(i) (Actual bad debt for Agreement year) – (Company gross billings for Agreement year x .0756) /# of residential Accounts/4

(ii) The difference from (i) above will be added to the Company's rates otherwise in effect for that year.

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

(a) Customer will contact Company's At Your Door Special Collection customer service number and schedule a home collection appointment. The customer will be provided a specific date for their collection.

(b) At Your Door Special Collection will send a collection kit to the Customer. Participants that only have electronics will not be sent a collection kit, as it is not required

(c) On the scheduled date of collection, Customer will have the kit filled and placed for collection by Company. The Customer will place the kit with the eligible items near their front door or garage area, but not at the curb, street or alley.

(d) Company will collect the kit with the eligible items and deliver it to the appropriate facility.

(e) If there is greater demand than service limits above, Company and the City will discuss increasing the service offering and Company's compensation.

5.8 **Indigent Fund.** Beginning on January 1, 2018, and on January 1 of each subsequent year, the Company shall provide fifteen thousand dollars ($15,000) to a local non-profit organization designated by the City, for the purpose of paying the outstanding invoices of solid waste customers whose income levels qualify as very low by the federal department of Housing and Urban Development's income thresholds for Sandoval County. The City will contract with a local non-profit organization, using these indigent funds, to administer the indigent fund and arrange for payment on the accounts owed to the Company. The Company and the City will refer customers to the designated non-profit agency for assistance in making payments from the indigent fund. If funds for a calendar year still remain in the indigent fund on December 31, these remaining indigent funds shall be refunded to the Company on or before February 1 of the next year. The refund of indigent fund payments shall be applied to lower the Company's bad debt level. The refund of remaining indigent funds shall be considered by the City and the Company during periodic review of the Company's collection efforts as specified in Section 5.6(b). Any funds

remaining in the indigent fund at the end of the term of this agreement, shall be refunded to the Company within 3 months.

5.9 **Complaints Procedure/Process**. The Company shall employ a sufficient number of personnel to answer and respond to all complaints from the public concerning service of the Company. Company 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. Company 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. Company shall have available, at all times, competent personnel who shall have authority to represent the Company. Company shall, upon request, supply the City with copies of all complaints on a form approved by the City, indicating the disposition of each complaint. Such records shall be forwarded to the City within thirty (30) days of City's request for such records. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be responded to no later than the following business day.

5.10 **Title to Solid Waste and Recyclable Materials**. Title to all Solid Waste shall be vested in the Company upon being placed at curbside or in a disposal or recycling container.

(a) As between the parties to this Agreement, the Company shall have the full and exclusive right to all salvage and Recyclable Materials collected in connection with this Agreement, and shall have the sole right to any and all funds received from the sale of salvaged and/or Recyclable Materials. However, this clause shall not be interpreted to give the Company the right to require private parties to give or sell salvage or Recyclable Material solely to the Company. It is the intention of the parties to preclude infringement of this Agreement by any unauthorized third parties; specifically, the City shall prohibit the scavenging of Recyclable Materials. However, it is not the intention of the City to preclude third parties from negotiating the sale or removal of bona fide salvage material, which they have generated to any buyers as long as the salvage material is segregated and disposed of separately from any solid waste and the generator receives a net payment.

5.11 **Change of Ownership; Notice**. In the event that there is a change in ownership of the Company, the City maintains the right to hold the original owner solely or jointly liable. For the purposes of this Agreement, a change in ownership is a transfer of the majority of the voting shares of Company to another company that is not a parent, subsidiary, affiliate or other related entity of Company. 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. The City shall be provided courtesy written notice of any pending change in ownership of Company within sixty (60) days of such sale or transfer.

5.12 **Public Rights-of-Way; Use**. The Company 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 Collection Services and performance under this Agreement. Such shall be subject to all other regulations, laws or requirements of the City, state or federal government. The City may exempt Company's collection vehicles from any City imposed weight limit on a City street when said vehicle is on a collection route.

In the event weight limits are imposed that result in prohibition of Company's vehicles from a collection route, the Company may effect an alternate method of collection, which may include a common collection receptacle for several households, or placement of carts in a common area. The Company will not be required to provide specialized equipment to provide service.

5.13 **Proprietary Information**. The City acknowledges that while a number of the records are reports of the Company are proprietary and confidential, regular monthly, quarterly, and annual reports are not proprietary (unless expressly stated otherwise is such reports). The Company will indicate which of such materials it claims constitute "trade secrets," as defined by state or federal law, and City will endeavor to maintain the confidentiality of all such trade secrets provided by the Company. Notwithstanding the foregoing, any documents provided by the Company to the City that are public records may be disclosed pursuant to a proper public records request, provided that City will use its best efforts to provide Company prompt notice of any such request and an opportunity to seek a protective order.

5.14 **Conflict of Interest**. No officer, member or employee of the Company or the City shall have any financial interest or other interest in the terms of this Agreement, without full disclosure and a waiver by other party. Such waiver may be granted based on a good faith determination that best interests of the City are being met. As to Company's officers, members and employees, they shall be deemed not to have such a conflict of interest solely by reason of their employment with or ownership interest in Company.

5.15 **Emergency Use of Equipment**. If available and would not cause material disruption of Company's operations, Company shall provide equipment, and the personnel to operate equipment, to City during a declared state of emergency. There shall be no cost to the City for the first forty (40) hours per year of assistance per Company's employee or piece of equipment; however, the City shall reimburse the Company for the expense of such assistance if the City receives reimbursement from state or federal governments for such assistance. For any use of Company's equipment and personnel in excess of forty (40) hours per year, City shall reimburse Company for the expense to Company from such use.

5.16 **Bankruptcy; Assignment; Trustee**. Company's insolvency, or voluntary or involuntary bankruptcy shall not constitute prospective unwillingness or inability to perform, or a repudiation of this Agreement by the Company. However, Company must provide written, timely and adequate assurance and commitment of ability to perform. Without such, the City may suspend, if it deems commercially reasonable, the terms of this Agreement, or may terminate this Agreement for convenience. If the Company 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 Company'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

Company's trustee or receiver. In such event, the City retains and shall exercise all rights and remedies available at law and equity.

5.17 **Force Majeure; Default; Breach; Termination**. 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 are not be limited to, of acts of God, acts of war, riot, major fire, explosion, catastrophic accidents, foods or sabotage, labor disruption, or other similar acts.

(a) In the event Company materially defaults in the performance of any terms of this Agreement, the City shall notify Company in writing of the nature of such default.

(b) Within thirty (30) days following such notice, the Company shall correct the default, or:

5.17.2.1 In the event of a default not capable of being corrected within said period, Company shall commence correcting the default at the earliest practical date, utilizing all due diligence and request an extension of time from the City.

5.17.2.2 If Company 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,

(i) The right to declare this Agreement, together with the franchise granted hereunder, terminated effective upon such date as the City shall designate; and

(ii) The right to license others to perform the services otherwise to be performed by the Company, or to perform such services itself.

(iii) The right to perform such services itself.

5.18 **Bond and Notes; Company's Indebtedness**. This Agreement, and the underlying franchise, does not authorize the Company 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 Company's resources. By this Agreement, the City does not assume any debts, or pledge its faith and credit or taxing power for the repayment of any Contrctor's debt. Company shall have no right to have taxes levied, or the taxing authority of the City utilized, for payment of any of Company's debts.

6. MISCELLANEOUS PROVISIONS.

6.1 **Effective Date**. For the purpose of performance under this Agreement, and for the rates and compensation covered herein, the effective date of this Agreement shall be January 1, 2018.

6.2 **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:

City: Utilities Director

City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144

Company: General Manager
Waste Management of New Mexico
402 Industrial Park Loop NE
Rio Rancho, New Mexico 87124

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

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

6.4 **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.

6.5 **Choice of Law**. This agreement will be governed by the laws of the State of Mexico both as to interpretation and performance.

6.6 **Merger of Agreements**. This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter hereof, and it will not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

6.7 **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. The aforementioned actions may be deemed a Change in Applicable Law.

[SIGNATURES FOLLOW ON NEXT PAGE]

WASTE MANAGEMENT OF NEW MEXICO, INC.

By: _____ Date: 12-18-17
Scott Bradley, President

CITY OF RIO RANCHO

By: _____ Date: 12/29/17

Name: Keith Riesberg

Title: City Manager

Approved as to form:

_____
Gregory F. Lauer, City Attorney

APPENDIX A

RATE SHEET

Monthly Solid Waste Collection Rates

Rates do not include franchise fees or gross receipts tax

COMMERCIAL DUMPSTER SERVICE – MONTHLY BASE RATES

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	Extra P/U
1 yard	$ 42.44	$ 76.66	$ 103.50	$ 124.27	$ 139.75	$ 150.94	$ 80.00
2 yard	$ 56.65	$ 97.98	$ 132.86	$ 181.09	$ 229.02	$ 277.70	$ 100.00
3 yard	$74.93	$ 140.63	$ 198.77	$ 259.57	$ 318.96	$ 378.20	$ 150.00
4 yard	$94.58	$ 178.55	$ 248.67	$ 327.21	$ 404.78	$ 479.96	$ 185.00
6 yard	$132.42	$ 236.88	$ 341.39	$ 445.86	$ 550.30	$ 649.67	$ 250.00
8 yard	$174.38	$ 311.01	$ 443.64	$ 576.18	$ 688.10	$ 841.28	$ 350.00

COMMERCIAL POLY CART	$ 22.28 – per month per container
LOCK BAR FOR FRONT LOAD CONTAINER	$ 12.36 – per month per container
GATE FEES	$ 36.05 – per month
REDELIVERY OF BIN DUE TO NON-PAYMENT	$ 50.00 – each incident and bin
OVERAGE FEES	$ 65.00 – per incident

FRONT END LOADER COMPACTORS MONTHLY RATES

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	Extra P/U
2 yard	$ 126.80	$ 238.43	$ 343.64	$ 462.12	$ 578.44	$ 699.17	$ 250.00
4 yard	$ 235.06	$ 459.60	$ 682.51	$ 889.53	$ 1,107.70	$ 1,323.54	$ 475.00
6 yard	$ 342.17	$ 658.71	$ 974.23	$ 1,289.70	$ 1,605.17	$ 1,915.62	$ 683.30

ROLL-OFF CONTAINER RATES – RATE PER PULL

Type and Size of Container Haul and Disposal	Non-Compacted Waste
OPEN TOP-10 yd.	$ 213.43
OPEN TOP-15 yd.	$ 228.43
OPEN TOP-20 yd.	$ 253.43
OPEN TOP-30 yd.	$ 275.20
OPEN TOP-40 yd.	$ 338.88

Type and Size of Container Haul and Disposal	Compacted Waste
OPEN TOP-10 yd.	$ 274.52
OPEN TOP-15 yd.	$ 372.65
OPEN TOP-20 yd.	$ 401.12
OPEN TOP-30 yd.	$ 411.12
OPEN TOP-40 yd.	$ 468.81

ROLL-OFF DELIVERY FEE $ 85.00
ROLL-OFF TRIP FEE $ 85.00
ROLL-OFF RELOCATE FEE $ 85.00

RESIDENTIAL SERVICE

Service Type	Base Rate	
Contractor Supplied Carts	$ 15.91	Per Month
Additional Cart (Recycling or Trash)	$ 6.81	Per Month
Residential Cart Reload	$ 10.00	Per Month
Bulky Item Pickup	$ 29.00	Per Service
Green Waste Pickup	$ 25.00	Per Service
Replacement of Lost, Stolen or Missing Cart	$ 75.00	Per Container
Redelivery of Bin Due to Non-Payment	$ 50.00	Each Incident

Delinquent Billing Notification Fees:

Commercial 1.25% of billing which is 45 or more days in arrears per month
Residential 1.25% of billing which is 45 or more days in arrears per month

APPENDIX B

CITY FACILITIES TO BE SERVICED BY CONTRACTOR

FACILITY	ADDRESS
City Hall	3200 Civic Center Circle NE
Meadowlark Senior Center	4330 Meadowlark Lane SE
Motor Vehicle Division	4114 Sabana Grande SE
Esther Bone Library	950 Pinetree SE
Maintenance Yard	1023 29th Street SE
Municipal court	500 Quantum Rd
Fire Station - Southern	2810 Southern Blvd SE
Fleet Maintenance	1017 29th Street SE
Fire/Rescue	1526 Stephanie Rd SE
Fire Station – Mariposa	3125 Mariposa Parkway NE
Fire Station – North Hills	1490 Cherry Rd NE
Fire Station – Enchanted Hills	5103 Santa Fe Hills NE
Fire Station – 19th Ave	3309 19th Ave
Fire Station – Rivers Edge	1650 Rivers Edge Dr NE
Animal Control	3441 Northern Blvd NE
Sabana Grande Rec Center	4110 Sabana Grande SE
Haynes Park, Pool, Rec Center	2006 Grande Blvd SE
Sports Complex	3501 High Resort Blvd
Star Heights Rec Center	800 Polaris SE
Sports Complex – North	3618 Chayote Rd NE
A Park Above	2441 Westside Court SE
Rainbow Pool, Rec Center	301 Southern Blvd SE
Loma Colorado Library	755 Loma Colorado Blvd NE
Vista Hills Park	641 Rockaway Blvd NE
Rio Rancho Aquatics Center	744 Loma Colorado Blvd NE
Cabezon Pool, Rec Center	2305 Cabezon Blvd SE
WWTP #1	4300 Sara Rd SE
WWTP #2	100 Industrial Park Loop
WWTP #5	3651 Fringe Sage Rd
WWTP #6	2300 Westside Dr SE
WWTP #3	1650 Riverside Dr NE
Well 10 Water Complex	3650 Northern Blvd NE
Maintenance Yard	2704 Iris Rd NE
Chamber of Commerce	4001 Southern Blvd SE

APPENDIX C

CITY-WIDE CLEAN UP PROGRAMS

In addition to the collection and disposal services set forth in this Agreement, the Company shall provide the City and its citizens the following services at no cost.

Roll-offs for collection, transport and recycling or disposal of:

- Excess Christmas trees from Tree-cycling event
- Outdated Telephone Directories collected through the Phone Book Recycling Program
- Non-refrigerated appliances from residents through City-sponsored collections such as the Household Hazardous Waste Collections and America Recycles Day Collection
- All recyclables collected in recycling receptacles from drop-off locations placed by the City throughout the corporate area of the City at City owned or leased facilities

Roll-offs for collection, transport and disposal of wastes associated with clean up activities including but not limited to:

- The Great American Cleanup — Community Cleanup Neighborhood dumpsters
- Illegal Dumpsite Cleanups
- The Fall Community Cleanup

Landfill Services:

- Landfill access for Rio Rancho residents once per month. There will be no charge for up to one pickup load. Additional amounts will charged pursuant to Section 3.17(b) of the Agreement.
- Landfill access for waste collected from illegal dumpsites brought in by KRRB and City Staff and volunteers as interest calls for and availability allows
- Glass recycling drop off center will be located at the Rio Rancho Landfill site, with public access during regular Landfill business hours and at no cost to the City or to residents.

Financial Support

Community Education and Awareness:

- Newspaper advertising for "America Recycles Day" event
- Support of KRRB's Annual Awards Banquet
- Support for supplies used for educational outreach

Annual Limits

Except as otherwise negotiated on a case-by-case basis, the total number of roll-offs donated by Waste Management under this Appendix C will be limited to 75 for the first year of this Agreement, and such amount will increase by five additional roll-offs per year of the Agreement, totaling 125 by the last year of the Agreement.

APPENDIX D

AT YOUR DOOR SPECIAL COLLECTION SERVICE

Scope of Work

Services

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

The program begins when the Participants are informed about how to participate. The following are the elements of WM's At Your Door Special Collection[SM] service and how it works.

1. Resident Initiates Collection

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

2. Collection Is Scheduled

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

3. Packaging

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

4. Collection

On the established pickup date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must

be placed outside of the home. WM employees will not enter the premises to gather or remove any material. WM is not responsible for any materials placed out for collection until the items are accepted by WM. Materials are to be placed near the front door area or garage area, at ground level, but never on public property, at the curb, street or alleyway.

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

5. Transport

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

Eligible Materials

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

Materials that can be placed outside the kit bag are listed below for a typical collection. Unless the Operations Service Center has made arrangements with the Participant before the home collection for more than one bag of materials, the collection will typically restrict the amount of materials to the following:
Up to 1 television, 4 vehicle batteries and 5 straight fluorescent tubes and/or compact fluorescent lamps (CFL)

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

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

Garden Chemicals

- Insect sprays / Insecticides
- Weed killers
- Rat poisons
- Fertilizer
- Herbicides

- Pesticides
- Other poisons

Mercury Containing Devices
- Thermostats
- Thermometers
- Switches

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

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

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

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

Swimming Pool Chemicals

- Pool Acid
- Chlorine: tablets, liquid
- Stabilizers

Flammable and Combustible Materials

- Kerosene
- Solvents

Electronics with Circuit Boards

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

Ineligible Materials

This list below is not all-inclusive and will vary depending on state and local regulations. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. We reserve the right to modify the list.

Business items located at homes are still business waste and are excluded.

- Biological Waste
- Ammunition and Explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste and cooking oil
- Gas cylinders/pressurized cylinders
- Liquid mercury/Elemental mercury and broken items that contain mercury

- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, white goods, including bulky items (example: washers/dryers/refrigerators)
- Unknown or unlabeled materials
- Sharps, needles and lancets
- e-Cigarettes

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

Participant Surveys

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

Reports

Standard reports are available upon request.

Natural Disaster

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

Regulatory Changes

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

Pricing

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

The price provided is based upon the number of homes at the start of the program. Should the number of homes increase through extended service, expansion of the community, etc., WM must be notified and the price above will be calculated on the higher amount. The house count will not be adjusted monthly based upon vacancies and the price will not be reduced.

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

AMENDMENT NO. 1 TO SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT BETWEEN THE CITY OF RIO RANCHO, NEW MEXICO AND WASTE MANAGEMENT OF NEW MEXICO, INC.

The Management Agreement effective January 1, 2018 (the "Agreement"), between the City of Rio Rancho, New Mexico (the "City") and Waste Management of New Mexico, Inc. (the "Company"), is hereby amended in the following manner:

1. APPEDIX A – RATE SHEET – RESIDENTIAL SERVICE

Service Type	Base Rate	
Contractor Supplied Carts	$ 15.91	Per Month
Unusual/Extraordinary Recycling Processing Disposal Cost	**$0.18**	**Per Month. Not included in Base Rate for the purposes of applying annual CPI adjustment. Subject to annual review.**
Additional Cart (Recycling or Trash)	$ 6.81	Per Month
Residential Cart Reload	$ 10.00	Per Month
Bulky Item Pickup	$ 29.00	Per Service
Green Waste Pickup	$ 25.00	Per Service
Replacement of Lost, Stolen or Missing Cart	$ 75.00	Per Container
Redelivery of Bin Due to Non-Payment	$ 50.00	Each Incident

Delinquent Billing Notification Fees:
Commercial 1.25% of billing which is 45 or more days in arrears per month
Residential 1.25% of billing which is 45 or more days in arrears per month

*Please note that the rates shown above were effective January 1, 2018 to December 31, 2018, and are subject to an automatic annual CPI adjustment, beginning January 1, 2019, throughout the term of the Agreement. A 2.5% CPI rate adjustment went into effect on January 1, 2019.

2. Section 3.2.1.1 stating "Company shall provide curbside collection of Recyclable Materials one time per week on the same day that Refuse is collected." is struck and replaced with "Company shall provide curbside collection of Recyclable Materials once every other week (i.e., 26 times per calendar year), and make every effort to have collection occur on the same day that Refuse is collected."

3. Section 3.3.1.2 stating "Refuse and Recyclable Materials will be collected once per week, both on the same day." is struck and replaced with "Refuse Materials will be collected once per week and Recyclable Materials will be collected once every other week (i.e., 26 times per year) with every effort made to have collection occurring on the same day."

4. All other terms and conditions of the Agreement not specifically modified herein or by the amendments recited above shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have duly executed this Amendment No. 1, effective as of October 1, 2019.

CITY OF RIO RANCHO

By: _____

David S. Campbell, City Manager

Date: 8/19/19

WASTE MANAGEMENT OF NEW MEXICO, INC.

By: _____

Its: President

Date: 8/22/19

Approved as to Form:

_____

Gregory F. Lauer, City Attorney

AMENDMENT NO. 2 TO SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT BETWEEN CITY OF RIO RANCHO, NEW MEXICO AND WASTE MANAGEMENT OF NEW MEXICO, INC.

THIS SECOND AMENDMENT TO SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT (this "Second Amendment") is entered into this 27th day of August, 2019 by and between the City of Rio Rancho, a New Mexico municipal corporation (the "City") and Waste Management of New Mexico, Inc. a New Mexico corporation (the "Company"), dated December 29, 2017.

RECITALS

A. The City and the Contractor previously entered into that certain Solid Waste and Recycling Collection Agreement dated December 29, 2017 (the "Contract").

B. The City and the Contractor agree to amend the Contract to modify certain provisions.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, the City and Contractor agree as follows:

1. **APPENDIX C, City-Wide Clean Up Programs** is amended to provide for two free green waste collection dates, one in the spring of each year, and one in the fall of each year; as well as to reflect that the total number of free roll-offs donated by Waste Management will be 125 each year. **APPENDIX C, City-Wide Clean Up Programs** is replaced by **APPENDIX C** attached hereto.

2. **Full Force and Effect**. Except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the date first written.

"CITY" – City of Rio Rancho, NM, a Municipal Corporation

By: David S. Campbell

David S. Campbell, City Manager

Date: 8/26/19

"COMPANY" – Waste Management of New Mexico, Inc., a New Mexico Corporation

By: Dan Darnell

Dan Darnell, Public Sector Manager

Date: 8/27/19

Approved as to Form:

Gregory F. Lauer, City Attorney

APPENDIX C

CITY-WIDE CLEAN UP PROGRAMS

In addition to the collection and disposal services set forth in this Agreement, the Company shall provide the City and its citizens the following services at no cost.

Roll-offs for collection, transport and recycling or disposal of:

- Excess Christmas trees from Tree-cycling event
- Outdated Telephone Directories collected through the Phone Book Recycling Program
- Non-refrigerated appliances from residents through City-sponsored collections such as the Household Hazardous Waste Collections and America Recycles Day Collection
- All recyclables collected in recycling receptacles from drop-off locations placed by the City throughout the corporate area of the City at City owned or leased facilities

Roll-offs for collection, transport and disposal of wastes associated with clean up activities, and free residential green waste collection, including but not limited to:

- The Great American Cleanup — Community Cleanup Neighborhood dumpsters
- Illegal Dumpsite Cleanups
- The Fall Community Cleanup
- Two Free Green Waste Collection Dates (one in the Spring and one in the Fall)

Landfill Services:

- Landfill access for Rio Rancho residents once per month. There will be no charge for up to one pickup load. Additional amounts will charged pursuant to Section 3.17(b) of the Agreement.
- Landfill access for waste collected from illegal dumpsites brought in by KRRB and City Staff and volunteers as interest calls for and availability allows
- Glass recycling drop off center will be located at the Rio Rancho Landfill site, with public access during regular Landfill business hours and at no cost to the City or to residents.

Financial Support

Community Education and Awareness:

- Newspaper advertising for "America Recycles Day" event
- Support of KRRB's Annual Awards Banquet
- Support for supplies used for educational outreach

Annual Limits

Except as otherwise negotiated on a case-by-case basis, the total number of roll-offs donated by Waste Management under this Appendix C will be limited to 125 per year.

AMENDMENT NO. 3 TO SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT BETWEEN CITY OF RIO RANCHO, NEW MEXICO AND WASTE MANAGEMENT OF NEW MEXICO, INC.

THIS THIRD AMENDMENT TO SOLID WASTE AND RECYCLING MANAGEMENT AGREEMENT (this "Third Amendment") is entered into this 17th day of February, 2021 by and between the City of Rio Rancho, a New Mexico municipal corporation (the "City") and Waste Management of New Mexico, Inc. a New Mexico corporation (the "Company").

RECITALS

A. The City and the Contractor previously entered into that certain Solid Waste and Recycling Collection Agreement dated December 29, 2017 (the "Contract").

B. The City and the Contractor agree here to amend the Contract to modify only certain provisions as detailed herein below.

AGREEMENTS

NOW, THEREFORE, in consideration of the Contract's mutual promises and covenants contained therein, and other good and valuable considerations, the City and Contractor agree as follows:

1. **APPENDIX C, City-Wide Clean Up Programs,** Landfill Services, first bullet item is amended to read, "Landfill access for Rio Rancho residents once per month. There will be no charge for up to one pickup load. To be eligible each resident must show a valid driver's license and either a paid Waste Management invoice, or a Waste Management invoice, current within the last 60 days. An exception is hereby made for residents of apartment complexes who do not receive Waste Management invoices. In such cases each apartment resident will provide proof of a current apartment number and address to the landfill gate attendant. The City will provide Contractor an updated list of eligible apartment complexes annually. Additional amounts will be charged pursuant to Section 3.17(b) of the Agreement." **APPENDIX C, City-Wide Clean Up Programs** is replaced by **APPENDIX C** attached hereto.

2. **Full Force and Effect**. Except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the date first written.

"CITY" – City of Rio Rancho, NM, a Municipal Corporation

By: _____
Peter Wells, Acting City Manager

Date: 2/17/21

Approved as to Form:

_____
Gregory F. Lauer, City Attorney

"COMPANY" – Waste Management of New Mexico, Inc., a New Mexico Corporation

By: _____
Dan Darnell, Public Sector Manager

Date: 2/16/2021

APPENDIX C

CITY-WIDE CLEAN UP PROGRAMS

In addition to the collection and disposal services set forth in this Agreement, the Company shall provide the City and its citizens the following services at no cost.

Roll-offs for collection, transport and recycling or disposal of:

- Excess Christmas trees from Tree-cycling event
- Outdated Telephone Directories collected through the Phone Book Recycling Program
- Non-refrigerated appliances from residents through City-sponsored collections such as the Household Hazardous Waste Collections and America Recycles Day Collection
- All recyclables collected in recycling receptacles from drop-off locations placed by the City throughout the corporate area of the City at City owned or leased facilities.

Roll-offs for collection, transport and disposal of wastes associated with cleanup activities, and free residential green waste collection, including but not limited to:

- The Great American Cleanup — Community Cleanup Neighborhood dumpsters
- Illegal Dumpsite Cleanups
- The Fall Community Cleanup
- Two Free Green Waste Collection Dates (one in the Spring and one in the Fall)

Landfill Services:

- Landfill access for Rio Rancho residents once per month. There will be no charge for up to one pickup load per month. To be eligible each resident must show a valid driver's license and either a paid Waste Management invoice, or a Waste Management invoice, current within the last 60 days. An exception is hereby made for residents of apartment complexes who do not receive Waste Management invoices. In such cases the resident shall provide proof of a current apartment number and address to the landfill gate attendant. The City will provide Contractor an updated list of eligible apartment complexes annually. Additional amounts will be charged pursuant to Section 3.17(b) of the Agreement.
- Landfill access for waste collected from illegal dumpsites brought in by KRRB and City Staff and volunteers as interest calls for and availability allows
- Glass recycling drop off center will be located at the Rio Rancho Landfill site, with public access during regular Landfill business hours and at no cost to the City or to residents.

Financial Support

Community Education and Awareness:

- Newspaper advertising for "America Recycles Day" event
- Support of KRRB's Annual Awards Banquet
- Support for supplies used for educational outreach

Annual Limits

Except as otherwise negotiated on a case-by-case basis, the total number of roll-offs donated by Waste Management under this Appendix C will be limited to 125 per year.

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
October 10, 2024

DEPARTMENT:
City Clerk

SUBJECT:
2024 Bond Question Presentation, Central New Mexico Community College

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION: