Regular Governing Body Meeting
City of Rio Rancho
AGENDA
October 24, 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 October 10, 2024 Regular Meeting
101024

2 R90, Resolution Authorizing Budget Adjustments to the General Fund (101), Emergency Medical Services Fund (251), and 2022 G.O. Bond Fund (333)
Resolution_R90

3 R91, Resolution Authorizing Disposal of Library and Information Services Department Property
Resolution_R91
Exhibit A

4 R92, Resolution Authorizing a Budget Adjustment to the Keep Rio Rancho Beautiful Grant Fund (207)
Resolution_R92

5 R93, Resolution Approving 2025 Holiday Schedule for City Employees
Resolution_R93

Boards/Commissions/Committee Reports

Public Hearings

6 D42, Site Plan Approval for an Existing Commercial Building Expansion and Parking Lot Expansion at 1920 and 1910 Westside Blvd. SE, legally described as Petroglyph Medical Plaza, Block A, Lots 3A1 and 3A2
Application
Applicant Letter
Location, Zoning Map
Petroglyph Medical Plaza Master Plan
Plans
Waste-Water Availability Statement
Ordinance 51_09-48
Parks Comments
Reproduction of Public Notices

7 D43, Approval for Poke Serrano, LLC, DBA Poke Serrano & Sweet Cup (The "Applicant") located at 3755 Southern Blvd., SE, Rio Rancho, NM 87124 for a Restaurant B Beer, Wine & Spirts Liquor License with On-Premises Consumption Only with Patio Service
Poke Serrano

8 D44, Approval for LFG Enterprises, LLC, DBA Screaming Coyote Restaurant (the "Applicant") located at 2500 Mariposa Parkway Suite 200, Rio Rancho, NM 87144 for issuance of a Restaurant B, Beer, Wine and Spirts License
LFG Enterprises

9 D45, Approval for MSCHIODA, Inc. DBA Sprouts Farmers Market (the "Applicant") located at 3575 NM Highway 528, Rio Rancho, NM 87144 for transfer of New Mexico Dispenser License DIS-000854 (formerly License No.1364)
MSCHIODA

Second Reading of Ordinances

10 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

First Reading of Ordinances

11 O24, Ordinance Amending the Rio Rancho Code of Ordinances (R.O. 2003) Title XV “Land Usage”, Chapter 154 Planning and Zoning, Sections 154.05, 154.08, 154.09, 154.10, 154.11, 154.12, 154.19 to add Short-Term Rentals
Ordinance_O24
Ordinance_O22
Legal Notice

Discussion and Deliberation

12 D46, Advice and Consent of the Governing Body to Award a Contract to All-Rite Construction
Council Chambers Remodel

13 D47, Advice and Consent of the Governing Body to Award a Contract to Musco Sports Lighting, LLC
2024 Renewal
2022 Contract

14 Mayor Annual State of the City Report

City Manager

Adjournment

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
October 24, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of October 10, 2024 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: 101024

Governing Body
of the
City of Rio Rancho

MINUTES
OCTOBER 10, 2024
6:00 PM
Council Chambers, City Hall

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

MEMBERS ABSENT:
Paul Wymer, Councilor Dist. 4

STAFF PRESENT:
Matt Geisel, City Manager
Alexandra N. Lopez, Deputy City Attorney
Noel Davis, City Clerk
Carol Jaramillo, Director of Financial Svcs.(virtual)
James DeFillippo, Fire Chief
Connie Peterson, Dir of Parks, Rec. & Comm Svcs.
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

Mayor Hull recognized the winners of the fall community clean-up.

Public Forum

No individuals spoke under this item.

Comments by Councilors

Consent Calendar

1) Minutes of September 26, 2024 Regular Meeting
2) Minutes of September 27, 2024 Special Work Session Meeting (Strategic Plan)
3) Minutes of September 27, 2024 Special Work Session Meeting
4) R87, Resolution Authorizing a Budget Adjustment to the State Grant Fund (252)
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)
6) R89, Resolution Authorizing a Budget Adjustment to the Regional Emergency Communication Center Fund (280) for Repair of the Uninterrupted Power Supply

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Deb Dapson moved to approve consent calendar. Seconded by Karissa Culbreath

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

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)

Noel Davis, City Clerk presented this item. The Director of Alcohol Beverage Control Division has granted this application conditional preliminary approval and has forwarded it to the Governing Body for public hearing and action. This application is for the Transfer of Location Only of a Dispenser Liquor License to 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.

Bob Tyler moved to approve D41. Seconded by Nicole List

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

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

Matt Geisel, City Manager presented this item. This is the second reading proposing to establish regulations for Short-Term Rentals. 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 and consistent operation of short-term rentals in the City.

Karissa Culbreath moved to approve O22. Seconded by Nicole List

The following individuals spoke under this item

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George Wilson
Debbie Smith

Councilor Dapson provided the City Clerk with written public comment she received from George Wilson a citizen.

Councilor Lenentine would like staff to provide an overview with data approximately six months after the ordinance takes effect.

Mayor Hull proposed a working group and invited Councilor Dapson and Tyler to be part of the work group and take input from citizens to possible formulate ideas. Again, the proposed ordinance will take effect in July 2025, and if there are any potential amendments between now and the effective date it can be provided to staff to analyze and prepare for the Governing Body at a future meeting for discussion and potential approval.

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

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.

Peter Wells, Deputy City Manager presented this item. The current Franchise agreement allows Waste Management to petition the City at any time for a rate adjustment on the basis of unusual extraordinary changes in the cost of operations or reduced revenues. They are requesting a rate adjustment due to increased recycling processing disposal costs experienced since 2023. Recycling processing disposal costs have significantly increase over time due to policy changes made by China in relation to the importation of recycled materials, depressed commodity market pricing, inflation, and vendor price escalation. In 2019, Waste Management petitioned the City for a rate adjustment of an additional $0.68 per month/residential customer to account for a vendor cost of $75.78 ton to process recycling. The Governing Body approved the addition of $0.18 per month/residential customer to rates and reduced recycling pickup from weekly to every other week. This 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. The overall cost increase for recycling processing disposal has gone from $15 per ton to $125. This is a 733% increase. Staff and Waste Management have discussed how to account for the additional expense. An alternative to account for cost increases was to back payment for years 2023 and 2024 and add $0.75 per month to all residential service

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accounts effective January 1, 2025. To minimize the impact of a rate increase to residents due to recycling processing disposal cost increases, another alternative was discussed at the work session meeting, which is presented in the proposed ordinance. The City will utilize the General Fund Unreserved Ending Fund Balance to make payment to Waste Management no later than February 2025 to reimburse Waste Management for the recycling processing disposal cost increases incurred in calendar year 2023 and 2024. For calendar year 2025, the City will make payment to Waste Management for recycling processing disposal cost expenses incurred by Waste Management that exceed Franchise agreement rates for those services. Then effective January 2026, $0.25 will be added per month to all residential service accounts for recycling processing disposal costs. The City will make payment to Waste Management by February 2027. Effective January 2027, $0.50 will be added per month to all residential service accounts and the City will make payment by February 2028.

Dan Darnell, with Waste Management was available for questions.

Deb Dapson moved to approve O23. Seconded by Nicole List

Mayor Hull asked staff for further breakdown on the cost and for clarification of the language in the Franchise agreement contract. He has many concerns with the continued increases in recycling.

Councilor Tyler voiced concerns with the increase and the constant changes. At this point he is not in favor of the proposal.

Councilor Lenentine stated his concern with the recycling cost increase and would like to ensure all the different options are thoroughly reviewed and discussed.

Councilor Culbreath is encouraged by the options that Waste Management provided during a previous work session. The hope is that those options being explored, going forward can help to optimize the benefits that we have for recycling.

Mr. Wells explained there are potentially things on the horizon that Waste Management is looking at and it might be beneficial for Rio Rancho. There is a value in recycling programs and as things change down the road there are different options staff will continue to explore.

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

Discussion and Deliberation

City Manager

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10) 2024 Bond Question Presentation, Central New Mexico Community College

Mr. Geisel stated Angelo Gonzales, Chief of Staff with CNM would provide a brief overview of the upcoming Bond Questions on the ballot in November.

Angelo Gonzales, Chief of Staff with CNM gave an overview of the upcoming questions on the November General Election Ballot. The Higher Ed Bond 3 is at no tax rate increase and invests in higher education throughout NM, will create 2,300 new jobs in trades, architecture, science and related fields across NM, contributes to economies of 29 communities, helps colleges modernize facilities to meet the demand for the future of education and future of work, supports entrepreneurs and local businesses. Mr. Gonzales went over the breakdown of how the funding will be used.

Mr. Geisel stated that with the final week of the balloon fiesta, he encouraged all to enjoy the views, but also be caution and safe on the roads in the Rio Rancho metro area. Also, the most recent newsletter is out and provides some great information.

Adjournment

7:01 p.m.

APPROVED THIS OCTOBER 24, 2024

_____

Greggory D. Hull, Mayor

ATTEST:

_____

Noel C. Davis, City Clerk

SEAL

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CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R90

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Fire and Rescue

SUBJECT:
R90, Resolution Authorizing Budget Adjustments to the General Fund (101), Emergency Medical Services Fund (251), and 2022 G.O. Bond Fund (333)

BACKGROUND AND ANALYSIS:
The Fire and Rescue Department has acquired a replacement rescue unit for Fire Station 7, including a gurney and power load to provide emergency medical services.

A budget adjustment is necessary to properly classify the expenditure of the gurney and power load as part of the vehicle.

IMPACT:
The proposed Resolution will create the budget and line items necessary related to the purchase of a new power load and gurney.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R90

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO THE GENERAL FUND (101), EMERGENCY MEDICAL SERVICES FUND (251), & 2022 G.O. BOND FUND (333)

WHEREAS: the Fire and Rescue Department has acquired a replacement rescue unit for Station 7, including a gurney and power load to provide emergency medical services; and

WHEREAS: a budget adjustment is necessary to properly classify the expenditure as part of the vehicle.

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
101-6530-423.60-53 Program Supplies	FR2343	$9,331	$0	$1,182	$8,149
101-6530-423.70-15 Vehicles and Heavy Equipment	FR2272	$110,000	$23,339	$0	$133,339
101-6530-423.70-25 Major Equipment	FR2435	$574,134	$0	$22,157	$551,977
Total Uses		$693,465	$23,339	$23,339	$693,465

Emergency Medical Services Fund (251)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
251-0000-423.70-15 Vehicles and Heavy Equipment	FR2272	$0	$4,395	$0	$4,395
251-0000-423.70-25 Major Equipment	FR2272	$4,395	$0	$4,395	$0
Total Uses		$4,395	$4,395	$4,395	$4,395

2022 GO Bond Fund (333)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
333-0000-423.70-15 Vehicles and Heavy Equipment	FR2272	$385,440	$110	$0	$385,550
333-0000-423.70-25 Major Equipment	FR2251	$2,938	$0	$110	$2,828
Total Uses		$388,378	$110	$110	$388,378

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R91

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Library and Information Services

SUBJECT:
R91, Resolution Authorizing Disposal of Library and Information Services Department Property

BACKGROUND AND ANALYSIS:

The Library and Information Services Department needs to dispose of non-functional, damaged, and/or obsolete items that cannot be put back in library circulation or sensibly stored by selling salvageable items, recycling suitable items, and safely disposing of items deemed unfit or unsafe for sale to the public.

The items, detailed in the attached Exhibit A, consist of miscellaneous office supplies and library materials.

The disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed $2,500.

IMPACT:
Disposal of these items will free up space for current library needs.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R91
ATTACHMENT: Exhibit A

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING DISPOSAL OF LIBRARY AND INFORMATION SERVICES DEPARTMENT PROPERTY

WHEREAS: the Library and Information Services Department needs to dispose of non-functional, damaged, and/or obsolete items that cannot be put back in library circulation or sensibly stored by selling salvageable items, recycling suitable items, and safely disposing of items deemed unfit or unsafe for sale to the public; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed $2,500.

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

That authorization is hereby given to properly dispose of the items depicted in Exhibit A, attached hereto.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Exhibit A - Disposal of Property
Library and Information Services
October 24, 2024

Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Orange Sensory Floor Tile	Loma Colorado Main Library	Damaged	$0.00	
Whiteboard Dry Erase Board, extra-large (1)	Loma Colorado Main Library	Damaged	$0.00	
Fast Sort Coin Machine (1)	Loma Colorado Main Library	Obsolete	$2.00	

Exhibit A - Disposal of Property
Library and Information Services
October 24, 2024

Beige Metal Shelf Inserts (4)	Loma Colorado Main Library	Obsolete	$20.00	
Plastic Frames, Various sizes (9)	Loma Colorado Main Library	Damaged	$0.00	
Metal Locking Drawer Insert (1)	Loma Colorado Main Library	Obsolete	$5.00	
Metal Magazine Stands (2)	Loma Colorado Main Library	Obsolete	$40.00	

Exhibit A - Disposal of Property
Library and Information Services
October 24, 2024

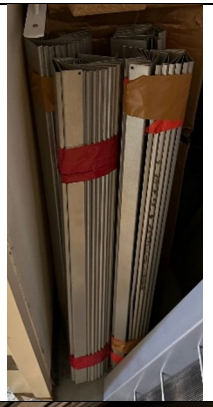
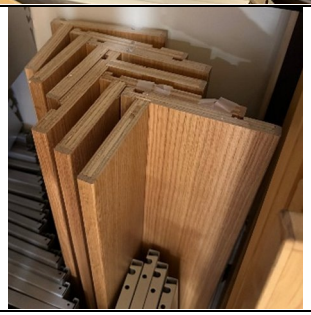
Metal Shelf Support Bars (100)	Loma Colorado Main Library	Obsolete	$50.00	
Metal Shelving Pieces (50)	Loma Colorado Main Library	Obsolete	$100.00	
Wooden Shelving Pieces (6)	Loma Colorado Main Library	Obsolete	$12.00	

Exhibit A - Disposal of Property
Library and Information Services
October 24, 2024

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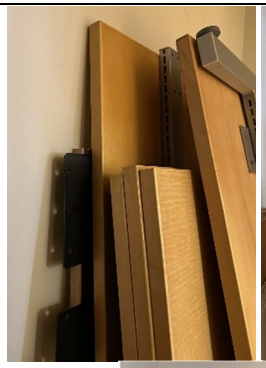
<td>  </td>
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Exhibit A - Disposal of Property
Library and Information Services
October 24, 2024

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Exhibit A - Disposal of Property
Library and Information Services
October 24, 2024

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			Total Estimated Current Value:	$879.00

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R92

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Parks, Recreation & Community Services

SUBJECT:
R92, Resolution Authorizing a Budget Adjustment to the Keep Rio Rancho Beautiful Grant Fund (207)

BACKGROUND AND ANALYSIS:
The Keep Rio Rancho Beautiful Division of the Parks, Recreation and Community Services Department has applied for and received annual competitive grant funding through the State's New Mexico Clean and Beautiful program for over 26 years.

This year the State's program has awarded Keep Rio Rancho Beautiful $25,070.50 for the purpose of empowering youth, hiring program trainers and youth groups, advertising events, purchasing materials to implement the division's programs, beautifying communities, sending staff to the national Keep America Beautiful conference, and paying affiliate fees.

The Resolution will create the budget and line items necessary to implement the grant award.

IMPACT:
Adoption of the Resolution will allow the City to accept State funding and will not impact the General Fund.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R92

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE KEEP RIO RANCHO BEAUTIFUL GRANT FUND (207)

WHEREAS: the New Mexico Tourism Department has awarded the Keep Rio Rancho Beautiful Division $25,071.00 to achieve program goals including ending littering, reducing waste, beautifying the community, empowering youth, and increasing program capacity; and

WHEREAS: a budget adjustment is necessary to expend the grant 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:

Keep Rio Rancho Beautiful Grant Fund (207)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
207-0000-334.15-10 KRRB Grant Revenue	PR2539	$12,081	$25,071		$37,152
Total Sources		$12,081	$25,071		$37,152

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
207-0000-434.32-07 Contract Services	PR2539	$900	$3,900		$4,800
207-0000-434.50-01 Advertising	PR2539	$91	$3,660		$3,751
207-0000-434.50-05 Memberships / Subscriptions	PR2539	$0	$380		$380
207-0000-434.50-11 Conference & Training	PR2539	$0	$2,500		$2,500
207-0000-434.60-53 Program Supplies	PR2539	$3,044	$14,631		$17,675
Total Uses		$4,035	$25,071		$29,106

ADOPTED THIS _____DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R93

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Administration

SUBJECT:
R93, Resolution Approving 2025 Holiday Schedule for City Employees

BACKGROUND AND ANALYSIS:
Each year, the Governing Body approves the holiday schedule for City employees. The list of 12 recognized holidays proposed for 2025 remain the same as those approved in 2024.

IMPACT:
By approving the Resolution, the Governing Body upholds the City's contractual agreements with the RRPCA, RRFA and AFSCME bargaining units, and comply with City Personnel Policies and Procedures for non-union represented employees.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R93

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION APPROVING 2025 HOLIDAY SCHEDULE FOR CITY EMPLOYEES

WHEREAS: each year, the Governing Body of the City of Rio Rancho approves a holiday schedule which is consistent with the prior year and conforms to the contractual agreements the City has made with bargaining units; and

WHEREAS: the following dates are the proposed 2025 holidays.
.

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

The following dates are approved as legal holidays for the City of Rio Rancho.

New Year's Day	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
Memorial Day	Monday	May 26, 2025
Juneteenth	Thursday	June 19, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025
Indigenous Peoples' Day	Monday	October 13, 2025
Veterans Day	Tuesday	November 11, 2025
Thanksgiving Day	Thursday	November 27, 2025
Thanksgiving Friday	Friday	November 28, 2025
Christmas Eve	Wednesday	December 24, 2025
Christmas Day	Thursday	December 25, 2025

ADOPTED THIS _____ DAY OF _____, 2024

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D42

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Development Services

SUBJECT:
D42, Site Plan Approval for an Existing Commercial Building Expansion and Parking Lot Expansion at 1920 and 1910 Westside Blvd. SE, legally described as Petroglyph Medical Plaza, Block A, Lots 3A1 and 3A2

BACKGROUND AND ANALYSIS:
The applicant, Anthony Del Angel, through his agent, Isabella, of Jeebs and Zuzu, requests approval of a Site Plan for an existing commercial building expansion as well as parking lot expansion at 1920/1910 Westside Blvd. SE. The lots are legally described as PMP, Blk A, Lots 3A1 and 3A2, with the two lots measuring 0.77 and 0.66 acres. The applicant intends to combine the two lots into a single lot.

The subject property is zoned SU: Special Use for C-1: Retail Commercial uses, as stipulated in the Petroglyph Medical Plaza Master Plan, under Ordinance No. 51, Enactment No. 09-48; adopted November 18th, 2009. The subject property is located within the Unit 10 Specific Area Plan, which was adopted August 24, 2016 and amended July 25, 2018; the subject property also falls into the Petroglyph Medical Plaza Master Plan, which was adopted in 2009 and most recently amended on March 9, 2023. The Petroglyph Medical Plaza Master Plan outlines permissive uses for the subject property as SU: Special Use for C-1: Retail Commercial, to include medical complexes and professional offices associated with medical complexes.

The proposed development includes an expansion of the existing commercial building that currently houses Gonstead Physical Medicine, so that the building can also house PAUSE Studios. PAUSE Studios will offer additional therapies. The parking lot will also be expanded to accommodate additional parking requirements. Staff finds that the proposed development is consistent with the permissive uses listed in the adopted Master Plan as regulated by the subject property's Zoning Ordinance.

CONFORMANCE WITH THE CITY ZONING ORDINANCE:
The Rio Rancho Code of Ordinances (R.O. 2003) 154.43 (3) requires, "All SU zoned property must have a site plan approved by the Governing Body. The site plan may accompany the application for a change in zoning designation or may be submitted for approval at a later date. Approval of the site plan must be obtained prior to any development of the property." Pursuant to the criteria provided by R.O. 2003 § 154.43 (3)(a) through (3)(j), the site plan at a minimum shall contain the following:

a. Scale and north arrow; a scale and a north arrow are included on the site plan.
Criteria is satisfied.

b. Lot boundaries and easements; site plan shows all lot boundaries and private driveways for vehicular access.
Criteria is satisfied.

c. Existing and proposed utilities; the existing utility units are to remain and are depicted on the site plan.
Criteria is satisfied.

d. Existing and proposed rights-of-way; the development will be accessed via existing roads: Westside Blvd. SE, a minor arterial, to the north, as well as the private roads Osler Ln Se to the east and Harvey Way SE to the south.
Criteria is satisfied.

e. Proposed structure with uses, dimension, and setbacks; the submitted elevations (20') conform to the 32' maximum height denoted in the Petroglyph Medical Plaza Master Plan, and the submitted site plan conforms to the 10' minimum setback standard from internal roadways as well the 10' minimum setback standard from Westside Blvd. SE.
Criteria is satisfied.

f. Proposed ingress, egress, parking and circulation; ingress and egress are shown on the site plan from Osler Ln SE and Harvey Way. The City of Rio Rancho Code of Ordinances (R.O. 2003) § 154.76 Off-Street Parking Requirements (A)(1) outlines that Medical or Dental Offices are required to have "1 space per 300sf of floor area." The total square footage of the development is 7901sf, which equates to 27 required parking spaces. The site plan shows 50 spaces, including 3 ADA accessible spaces (2 of those spaces are ADA van accessible).
Criteria is satisfied.

g. Landscaping and landscape buffers; per the Petroglyph Plaza Master Plan, no less than 10% of the lot shall be landscaped or open space; the applicant has provided a landscape plan that denotes existing landscaping as well as new landscaping to be added. The landscaping buffer required per the Unit 10 Specific Area Plan is to be extended across to 1910 Westside Blvd. NE (to match the existing landscape buffer). Specific calculations for landscaped areas will be provided as a condition of approval, at the time that the site plan proceeds to building permit.
Criteria is satisfied.

h. Elevations; elevations for this project show a structure that conforms to the 32' maximum height requirement outlined by Petroglyph Medical Plaza Master Plan. Elevations of this project show a single-story structure that reaches a maximum height of 20' from grade. The elevations also depict that the structure is to be stuccoed, which matches the existing building.
Criteria is satisfied.

i. Adjacent property characteristics; abutting properties are similarly zoned, SU: Special Use under the same ordinance.
Criteria is satisfied.

j. Preliminary drainage plan; a preliminary drainage plan for this site has been provided for review by city staff.
Criteria is satisfied.

NOTIFICATIONS: Adjacent property owners were notified of this hearing by certified mail. A notice sign was posted on the property one week prior to the hearing as required by Ordinance. A legal notice was published in the October 9, 2024 Albuquerque Journal. All legal notification requirements for this project have been meet.

INTERDEPARTMENTAL/INTERAGENCY REVIEW: A transmittal and application materials were sent out to the Development Services Engineering, City of Rio Rancho Fire & Rescue, City of Rio Rancho Police, City of Rio Rancho Parks, Recreation and Community Services, Rio Rancho Public Schools, MRMPO-MRCOG, and SSCAFCA to provide comments on this Governing Body decision. Below are the comments received from the reviewers:

Development Services Engineering - No comments received.
City of Rio Rancho Fire & Rescue - Fire approves the request.
City of Rio Rancho Police - No comments received.
City of Rio Rancho Parks, Recreation and Community Services - See attached comments.
Rio Rancho Public Schools - No comments received.
MRMPO - MRMPO has no adverse comments.
SSCAFCA - SSCAFCA has no comment.

IMPACT:

The Development Services Department recommends the Governing Body approves the applicant's request for Site Plan Approval with the following conditions of approval and findings of fact:

GENERAL FINDINGS:
1. R.O. 2003 Section 154.43 (3) requires site plan approval by the Governing Body.
2. The property owner has the authority to apply for site plan approval.
3. The applicant and adjacent property owners received due process as proper notice and a full opportunity to present views were given.

SPECIFIC FINDINGS AND CONDITIONS OF APPROVAL:
1. The subject property is zoned SU: Special Use District by Ordinance No. 51, Enactment No. 09-48. The SU: Special Use zoning designation requires that a site plan be reviewed and approved by the Governing Body.
2. The site plan conforms to the Rio Rancho Code of Ordinances (R.O. 2003) Section 154.43.
3. The site plan conforms to the conditions of development and requirements set forth in the Petroglyph Medical Plaza Master Plan.
4. Development of the site will conform to all City Ordinances, standards and specifications, including the following conditions:
   a. A Summary Plat combining the two lots into one shall be recorded prior to Building Permit issuance.
   b. Landscaping calculations for the site will be provided at the time that the site plan application proceeds to Building Permit.
   c. Waste Management review and approval of dumpster location with proposed changes to the parking lot.
5. The review and subsequent building permit applications will ensure conformance to the approved site plan, City Ordinances, and standards and specifications.
6. The signage of the development shall adhere to the Sign Code Ordinance.
7. The Director of the Development Services Department may approve minor changes to this site plan if the changes are consistent with the use and other written requirements and/or conditions of approval, if the buildings are the same general configuration, if the total square footage is not greater than 10% of the approved plan, the site circulation is similar in its effect on adjacent property or streets, and the approving official finds that neither the City nor any person will be substantially aggrieved by the altered site plan.
8. This approval is valid for a period of three years from date of approval, in which time a building permit for the proposed structures must be applied for and issued, remain active, and the authorized construction shall be started and diligently pursued to completion without cessation of thirty days.

ALTERNATIVES:

1. The Governing Body may approve the site plan.
2. The Governing Body may deny the site plan.
3. The Governing Body may modify the site plan request and approve such modifications.
4. The Governing Body may continue the public hearing to request additional information or to consider testimony provided at the public hearing

DEPARTMENT RECOMMENDATION:

The Development Services Department recommends the Governing Body approve the applicant's request for the Site Plan approval with findings and conditions.

ATTACHMENT: Application
ATTACHMENT: Applicant Letter
ATTACHMENT: Location, Zoning Map
ATTACHMENT: Petroglyph Medical Plaza Master Plan
ATTACHMENT: Plans
ATTACHMENT: Waste-Water Availability Statement
ATTACHMENT: Ordinance 51_09-48
ATTACHMENT: Parks Comments
ATTACHMENT: Reproduction of Public Notices

Development Services Department, Ste. 130
3200 Civic Center Circle NE, Rio Rancho, NM 87144
(505) 891-5005

PLANNING & ZONING LAND USE APPLICATION

Please check appropriate box (Fees are listed on the back)

Administrative Permit	Plan	Subdivision	Zoning
☐ Community Residential Care Facility	☐ Comprehensive Plan Amendment	☐ Final Plat	☐ Annexation
☑ Development Review Committee (DRC)	☐ Corridor Plan Amendment	☐ Preliminary Plat	☐ Appeal
☐ Home Occupation	☐ Master Plan	☐ Summary Plat	☐ Conditional Use Permit
☐ Model Home / Sales Office	☐ Master Plan Amendment	☐ Vacation of Plat	☐ Master Sign Plan
☐ Residential Child Care Facility 6 or <	☐ Specific Area Plan Amendment	☐ Street Name Change	☐ Site Plan
☐ Sign Permit	☐ Text Amendment	☐ Subdivision Interpretation	☐ Special Exception
☐ Other		☐ Subdivision Variance	☐ Variance
			☐ Zone Map Amendment
			☐ Zoning Certification
			☐ Zoning Interpretation

Please Print In Ink Only or Type
Application must be complete. Please attach the appropriate checklist for the action you are requesting, if applicable.

APPLICANT/AGENT INFORMATION

Applicant Name: Anthony DelAngel		Phone: 505-917-8749
Address: 1920 Westside Blvd,		E-Mail: Dr Tony@gonsteadNM.com
City: Rio Rancho	State: NM	Zip: 87124
Proprietary Interest: 100% Owner	List Owners: Anthony DelAngel	
Deed or Ownership Verification Provided: (Initials) AD	Letter of Authorization Provided: (Initials)	

Agent Name: Anthony DelAngel		Phone: 505-917-8749
Address: 1920 Westside Blvd		E-Mail: Dr Tony@gonsteadNM.com
City: Rio Rancho	State: NM	ZIP Code: 87124

DESCRIPTION OF REQUEST: (PLEASE ADD ADDITIONAL SHEET(S) IF NECESSARY)

SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)

Subdivision/Unit :	Block(s):	Lot(s):
Existing Zoning:	Proposed Zoning:	
No. of existing lots:	No. of proposed lots:	Total area of site (acres)

ACKNOWLEDGEMENT

I hereby acknowledge that I have read this entire application and affirm that all information provided is correct. I agree to comply with the requirements of the City of Rio Rancho as outlined in all applicable laws, ordinances and regulations.

Print Name: Anthony DelAngel	Applicant: Anthony DelAngel	Agent: Anthony DelAngel
Signature: [signature]		Date: 8/29/24

FOR OFFICIAL USE ONLY

H.T.E. PROJECT #	FEE	RECEIPT #

APPLICATION ACCEPTED BY: _____ **DATE:**

Form revised June 2014

GONSTEAD
- PHYSICAL MEDICINE -

Tony DelAngel
1920 Westside Boulevard
Rio Rancho, New Mexico, 87124
tony.delangel@pausestudio.com
505-917-8749

August 8th, 2024
Development Review Committee
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Dear Development Review Committee,

I am writing to introduce an exciting new venture, PAUSE Studios, which I plan to establish at the Petroglyph Medical Plaza in Rio Rancho, New Mexico. As the owner of both PAUSE Studios and Gonstead Physical Medicine, my mission is to enhance the health and well-being of our community by providing state-of-the-art wellness services that complement the existing healthcare offerings in the area.

PAUSE Studios will offer a unique suite of therapies, including contrast therapy with cold plunging and infrared saunas, cryotherapy, float therapy, vitamin IV infusions, compression therapy, and red light therapy.

PAUSE Studios is designed to be a sanctuary for those seeking to improve their physical and mental health.

Our contrast therapy will help to reduce inflammation and promote recovery, while cryotherapy will provide a quick, effective way to relieve pain and boost metabolism. Float therapy offers a serene environment to relax the mind and body, and our vitamin IV infusions are tailored to replenish essential nutrients and support overall wellness.

Additionally, our compression therapy and red light therapy are excellent for improving circulation, reducing muscle soreness, and promoting skin health.

GONSTEAD
- PHYSICAL MEDICINE -

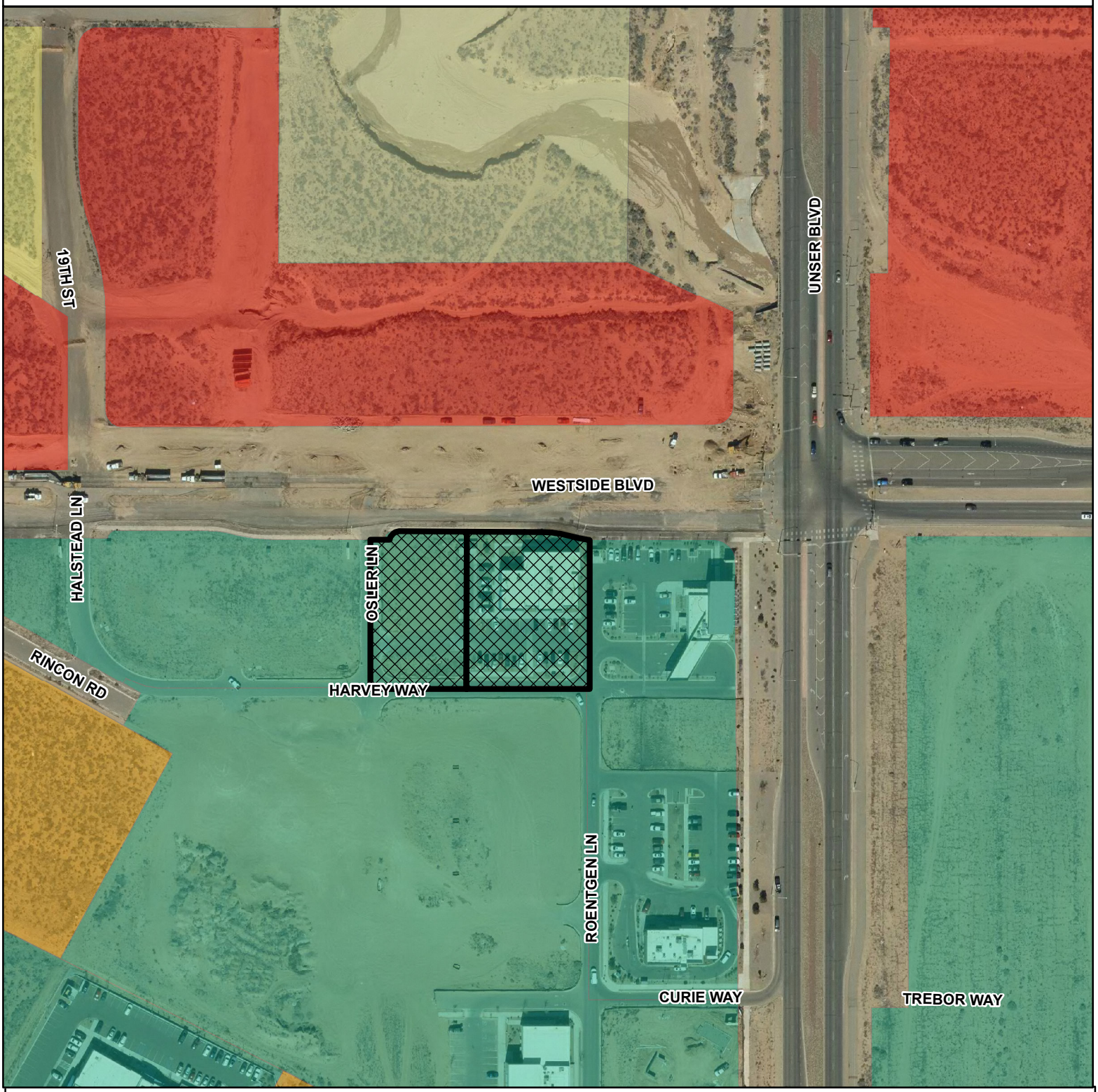
We believe that the addition of PAUSE Studios to the Petroglyph Medical Plaza will significantly enhance the range of health services available to Rio Rancho residents, making it easier for individuals to prioritize their health and well-being.

By offering these innovative therapies in a convenient, accessible location, we aim to create a healthier community and attract new visitors to the area. We are excited about the opportunity to bring PAUSE Studios to Rio Rancho and are confident that it will be a valuable asset to the community. We look forward to working closely with you to make this vision a reality. Thank you for your consideration.

Sincerely,

Tony DelAngel
Owner
PAUSE Studios & Gonstead Physical Medicine

SITE PLAN APPROVAL
1910 & 1920 WESTSIDE BLVD SE



RioRancho
City of Vision

0 200 400 800
Feet

Subject Properties

Zoning

- C-1
- MU-A
- OS
- R-1
- SU

N
W E
S

GIS
Moving Spatial Data Forward

Map Created by Liz Ruiz Carlos on 10/03/2024

DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 41 **ENACTMENT NO. 23-043**

RESOLUTION AMENDING THE PETROGLYPH MEDICAL PLAZA MASTER PLAN

WHEREAS: the State of New Mexico has granted the City of Rio Rancho the power, authority, jurisdiction and duty to enforce and carry out the provisions of law relating to planning, platting, zoning, and the power to adopt, amend, extend and carry out a general municipal or master plan which may be referred to as the general or master plan, all pursuant to 3-19-1, NMSA, 1978; and

WHEREAS: the Governing Body of the City of Rio Rancho has adopted a Comprehensive Plan that addresses and provides for specific goals, policies, and actions; proposes land use throughout the City; provides for adoption of specific area plans for specific area within the City; and also provides for land use in master planned communities via master plans; and

WHEREAS: the Governing Body of the City of Rio Rancho has adopted a Comprehensive Plan that addresses land use in master planned communities; and

WHEREAS: the Governing Body of the City of Rio Rancho approved the Petroglyph Medical Plaza Master Plan on November 18, 2009 with Resolution No. 127 Enactment No. 09-124, which was amended on March 27, 2013; and

WHEREAS: the Planning and Zoning Board of the City of Rio Rancho reviewed the amendments to the Petroglyph Medical Plaza Master Plan at their meeting held on February 28, 2023, and following public hearing recommends approval of those amendments and modifications; and

WHEREAS: the Governing Body of the City of Rio Rancho has reviewed the proposed amendments (Case No. 23-410-00001) to the Petroglyph Medical Plaza Master Plan at their meeting held on March 9, 2023, and following public hearing and receipt of the Planning and Zoning Board's report and recommendation, has determined that the amended Plan is in conformance with the City of Rio Rancho Comprehensive Plan.

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

Section 1. The Governing Body hereby approves and adopts the amendments and modifications to the Petroglyph Medical Plaza Master Plan as detailed in Exhibit A, attached to this resolution.

Section 2. Effective Date: This Resolution shall take effect immediately upon adoption.

ADOPTED THIS 9TH DAY OF MARCH, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk

(SEAL)

PETROGLYPH MEDICAL PLAZA

MASTER PLAN & AMENDMENT TO THE UNSER GATEWAY VICINITY PLAN

(REVISED AMENDMENT – MARCH 9, 2023)
AS GUIDED BY THE
"VISION 2020 INTEGRATED COMPREHENSIVE PLAN"

LANDOWNER:
PETROGLYPH REAL ESTATE DEVELOPMENT, L.L.C.

DEVELOPER:
AMC DEVELOPMENT

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1. INTRODUCTION AND HISTORY

In August 2001, the City of Rio Rancho adopted an Integrated Comprehensive Plan (ICP) designed to be the guiding document for the City in its continuing development through the horizon year of 2020. Subsequently, the following applications have occurred in the area that has an influence over the Petroglyph Medical Plaza Master Plan application:

- VASA Ranch LLC requested approximately 3.8 acres fronting on 20th Street (now Unser Blvd.) as a rezone from R-1 to SU/C-1 with design guidelines.

- The properties of Tom and Rose Willoughby requested a zone map amendment from R-1 to SU/C-1 zoning for approximately 6.1 acres. This application "joined" with that of VASA and other abutting property owners to comprise the Unser Gateway West Vicinity Plan, consisting of 31+ acres.

- In 2005, Mr. Franz Springer requested and received approval for a zone change from R-1 to C1 for approximately 7.6 acres located at 19th Avenue SE and Unser Boulevard.

- In 2008, Petroglyph Real Estate Development, LLC acquired property from the Springer Four, LLC thereby assembling the property in the master plan subject area.

- In 2008, the Presbyterian Healthcare Services ("PHS") purchased the tract of land across the street from Unser Blvd. PHS is grading and performing infrastructure improvements in anticipation of constructing a regional medical facility in 2010/2011.

- In 2009, the landowner of the southeast corner of Unser Blvd. and Westside Boulevard submitted a TIDD application in reliance on constructing a "lifestyle" center retail outdoor shopping center.

- On November 9, 2010 this Original Master Plan was submitted to the City of Rio Rancho and approved by the Governing Body.

- Because of changes in building sizes, locations and adjustments to project entry points, this Amendment dated December 16, 2010 is being submitted to the City of Rio Rancho for consideration and approval.

- On December 16, 2010 this Original Master Plan was amended and submitted to the City of Rio Rancho and approved by the Governing Body.

- On August 22, 2012 The properties to the west and south of Petroglyph Plaza were granted a rezone from R-1 and MU-A to SU for "Limited C-1/Retail Commercial", eliminating the adjacent residential zoning.

- Because of the elimination of the adjacent residential zoning and for clarification of inconsistent design standards, an Amendment dated March 9, 2013 was submitted to the City of Rio Rancho for consideration and approval.

PROJECT VISION:

The Petroglyph Medical Plaza will consist of an 18 acre (+/-) commercial development located in the gateway of Rio Rancho (on the southwest corner of Unser and 19th Avenue SE). The project centerpiece (Situated in Building Pad 7) is a planned 60,000+ square feet medical office building that will be home to an Urgent Care, X Ray Associates of New Mexico Imaging Center, and additional health care professionals. The balance of the 18+ acre campus will include commercial opportunities for the surrounding community in the form of six super pads (see Exhibit D) with potential end users ranging from hotels to gas stations to restaurants.

The Petroglyph Medical Plaza has also planned for the relocation of the storm drain pond for the Special Assessment District 7A ("SAD 7A") to the south of Ronda Road and adjacent to Unser Road, where it will become a joint use facility allowing for adequate storm water discharge as well as a regional park and related equipment. The extensive infrastructure and park improvements have given rise to the Applicant submitting a GRIP application to aid in the reimbursement of these community-wide facilities. The park will impact the existing Unser Gateway Vicinity Plan by moving the SAD 7A storm pond facility from its previously planned location into an area where it can act as a community wide solution to the storm water collection and provide recreational opportunities. The joint use pond and park details are currently being developed.

ICP PLAN GOALS: Public testimony and active involvement with the City of Rancho has transpired during the Integrated Comprehensive Plan review process and with economic development forums. Those activities have suggested that the City of Rancho must expand their opportunities for Gross Receipts Tax Revenue with quality commercial, higher density residential and mixed use opportunities that will enhance the City's sustainability. Accordingly, this Master Plan is proposing to develop a commercial center to include medical office facilities, and various retail and commercial sites to enhance Rio Rancho's sustainability and to visually enhance the gateway of Rio Rancho.

MASTER PLAN COMPLIES WITH ICP PLAN: The Master Plan Application is consistent with the adopted elements of the Comprehensive Plan by "*promoting development of high-density, mixed use activity centers*" at the development node forming at the corner of 19th Avenue SE and Unser Blvd. The medical office buildings and retail/commercial pads will provide for a nice mix of uses and at densities that will support the kind of responsible urban development clearly articulated in the City of Rio Rancho Comprehensive Plan.

Consistent with Page 5.1.5 of the Comprehensive Plan, the Master Plan Application will "*Promote infill and limit strip commercial and sprawling disjointed development,*" by creating one development entity that mandates via the CCR's a visually cohesive collection of buildings. The master plan application is attempting to avoid a "disjointed" development that typically results in side by side "strip centers." We believe the Petroglyph Medical Plaza is exactly the kind of project that the City of Rio Rancho is seeking and it is certainly congruent with the policies of the Comprehensive Plan.

The Master Plan application is consistent with the safety, morals and general welfare of the City for the following reasons: (1) **Park**. The construction of a community park supports the health and welfare of the City of Rio Rancho by providing citizens of all ages an opportunity to recreate at a local park, play soccer games, jog or walk the park, and overall promote exercise and community activities (2) **Job Creation**. The Petroglyph Medical Plaza will create a number of jobs in the construction, engineering, architectural and consulting industries to implement the project. (3) **Rio Rancho Medical and Retail Services.** The Petroglyph Medical Plaza will provide the residents of Rio Rancho accessibility to an urgent care, X Ray Assoc. of NM imaging services, health care professionals, and local retail for restaurants, banks, and shop space. This will benefit the environment by reducing the miles traveled by Rio Rancho citizens for services and provide Gross Receipts Tax and Property Tax increases that will benefit Sandoval County and the City of Rio Rancho.

ZONING AND MASTER PLAN PROCESS: Upon approval of the Master Plan Application and Zone Map Amendment presented by Petroglyph Real Estate Development, LLC together with necessary attachments and addenda, the next process for project approval would be the GRIP application. The final step would be specific site development plan applications which must follow the zoning code amendment and this approved Amended Master Plan. The requested zoning will be for Special Use Zoning (SU) with Commercial Uses (C-1) and this will accompany a future site development plan application. After that time, future site specific development plans can be approved administratively by the Planning Director if they reasonably comply with the Master Plan (See Planning Director Flexibility Provision Below)

2. SITE LOCATION AND PHYSICAL CONDITIONS

The Building Pad AS-100 plan of this Master Plan (see Exhibit D) is legally described as:

Legal Description of Master Plan Amendment
Lots 1-4, Lot 5-A, 6-A and 7, Block 29, Lot 1 and Lots 21-25, Block 28, Rio Rancho Estates, Unit 10, and the North Portion of Parcel A, Plat of Unser Blvd. R/W.

Off-site pond/recreational field
Lots 6-7 and 11-14, Block 82, Rio Rancho Estates, Unit 10, and the South Portion of Parcel A, Plat of Unser Blvd. R/W.

The Petroglyph Medical Plaza master plan is approximately 18 acres located primarily on the southwest corner of Unser Blvd. and 19th Avenue SE. Since the property is highly visible, these areas should comply with the provisions of the ICP and prior studies for an attractive, well balanced land use mix together with design guidelines that can accomplish non-residential growth to the advantage of the City of Rio Rancho.

3. INTEGRATED COMPREHENSIVE PLAN ELEMENTS & LAND USE

This is a Master Plan, however, where the property contained in this Master Plan overlaps with the currently adopted "**Unser West Gateway Plan"** this Master Plan will amend and supersede the Unser West Gateway Plan. The attached revised November 10, 2010 land use and building pad plans (See **Exhibit D**) will govern all of the proposed future site development plan applications within this Master Plan boundary.

Petroglyph Medical Plaza Master Plan and Establishment of an SU Zoning District:

The Petroglyph Medical Plaza Master Plan is being submitted pursuant to **154.14 SU: SPECIAL USE DISTRICT** of the Rio Rancho Zoning Code. Specifically, the zoning district being established (SU – C-1) is suitable for property which is special because of its potential effect on surrounding property in the Unser Blvd. and Westside Blvd. corridors. This special use zoning application is also appropriately used to:

(a) To restrict uses otherwise permitted in an underlying zoning district,

(b) To allow a combination of uses not otherwise permitted in an underlying district,

(c) To establish requirements or conditions that are unique to the property.

Also, as a benefit of the SU/C-1 Zone, it is the intention of the landowner and developer to form a Common Area Maintenance Association amongst the tenants for the maintenance of landscaping, internal private roads, parking areas, parking lot lighting, and other elements incorporated as amenities for the benefit of the occupants in the development.

Further, this Master Plan establishes permanent access easements and cross parking easements for all occupants of the development.

The Petroglyph Medical Plaza Permitted Land Uses for each of the Building Pads [an application for a change to SU zoning must state the proposed land use(s)]. It is anticipated that some of the super pads will be subdivided in future Site Development Plans:

I. Building Pads/Super Pads 1, 2, 3, 4, 5, 6, and 7 (See Exhibit D for Building Pads):

Permissive Uses:

(1) Stores for the sale of retail goods and products;

(2) Restaurants, bars, and lounges which exclude drive up liquor dispensing windows;

(3) Repair shops-electrical, radio, and television appliances, keys, and similar articles;

(4) Shops-dressmaking, tailoring, laundry, dry cleaning, photo, pet, and similar trades;

(5) Banks, theaters, and office buildings;

(6) Churches and other places of worship, Sunday school buildings, and parish houses;

(7) Bakeries and confectioneries where goods are sold at retail prices;

(8) Parks, recreational parks, open spaces, and public utilities;

(9) Nursery schools and daycare facilities;

(10) Undertaking establishments;

(11) Club houses, buildings for fraternal organizations, nonprofit public service organizations;

(12) Medical complexes, professional offices associated with medical complexes, and veterinarians;

(13) Construction trailers for a period not to exceed 21 days before construction plus the entire period of construction up to 6 months and no more than 30 days after construction has finished, provided that the use of the trailer is for assisting in the security of the construction site and facilitating the delivery of construction material, and that no sales are conducted from the construction trailer either before or after the site development is completed.

(14) Photocopying and blueprinting;

(15) Public facilities;

(16) Nursing homes and similar institutions;

(17) Hospitals;

(18) Temporary structures and enclosures used in construction of a building and used for storage of equipment and material provided they remain for no longer than five months.

(19) Drive-in or drive-up window restaurants, and/or convenience stores, provided drive up liquor dispensing windows are excluded at such establishments; bowling alleys and other indoor recreational uses. As per 154.09 C-1

(19) Residential uses within the structures; and

(20) Office Uses stated in the O-1 Zone

(21) Pharmacy and Drug Store

(22) Grocery Store

(23) Amusement enterprises:

(a) Indoor: Auditorium, billiard or pool hall, dance hall, theater, skating rink.

(24) Automotive dealerships and Gasoline services stations with adjoining convenience stores that sell alcohol for off premises consumption provided that:

(a) Lubricating, minor repairs, and associated activities are conducted within a completely enclosed building; or

(b) A solid masonry wall at least six feet high is erected between the activity and any abutting or contiguous residential zone.

(25) Hotel or Motel: provided Hotels and Motels are permissive in Building Pads #2 through 6.

II. Pad 7 (See Exhibit D for Building Pads):

Permissive Uses:

(1) Stores for the sale of retail goods and products;
(2) Restaurants and bars
(3) Hospitals
(4) Medical Office Buildings
(5) Office (all the permissive uses in the O-1 zone)
(6) Research and development office;
(7) Public facilities;
(8) Nursing homes and similar institutions;
(9) Temporary structures and enclosures used in construction of a building and used for storage of equipment and material not to exceed five months.
(10) Drive-in or drive-up window restaurants, and/or convenience stores
(11) Pharmacy and Drug Store
(12) Gift Shop
(13) Restaurants situated within office buildings or within medical office buildings
(14) Museum

(D) Lot Area Requirements within Pad 1-7: Minimum 1/4 acre

(E) Height. Two Stories Height Limitation in Building Pads 1-5, (which shall in all cases not exceed 32 feet as measured from finished grade to the top of the parapet) and a Four Story Height Limitation for Building Pad 6 and 7 (which shall in all cases not exceed 60 feet as measured from the finished grade to the top of the parapet).

(F) Building Setback. Ten-foot minimum setback from internal roadways and Unser Blvd. and Westside Blvd. If any structure is adjacent to residential zoned property then the front, rear, and side setback adjacent to the residential property shall be equal to those in the residential zone.

(G) Off-street parking. Off-street parking shall be permitted in Building Pads 1-7, provided it is approved as part of a Site Development Plan, and the policies of the off street parking shall be guided by the regulations set forth in § 154.20.

(H) Landscaping. Appropriate landscaping shall be provided for visual relief along the frontage of the parcels in Building Pads 1 through 7, provided that no less than 10% of the lot shall be landscaped or open space. Landscape Buffers shall be provided for any lots adjacent to residential development. The Landscape Buffer shall be 10 feet in width, with a six foot wall and include hedges or trees that visually reduce the impact of situating structures adjacent to the residential uses. The City staff shall approve required landscape buffer elements as part of the site development plan review, for any structures located within the Master Plan Area.

Prohibited Uses within Building Pads 1 through 7:

(1) Adults-only bookstores, adults-only motion picture theaters, adult entertainment centers, massage parlors, and saunas.
(2) Self storage facilities
(3) Recycling collection centers
(4) Gun shops or shooting ranges
(5) Circuses or outdoor carnival activities
(6) Auto Dismantling Yard, or auto storage yard.
(7) Manufacture or storage of food products, including beverage blending or bottling, bakery products, candy manufacture, dairy products and ice cream, fruit and vegetable processing and canning, packing and processing of meat and poultry products, distilling of beverages, but not slaughtering of poultry or animals;
(8) Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics and printing and finishing of textiles and fibers into fabric goods;
(9) Manufacture of boxes, crates, furniture, baskets, veneer, and other wood products

Petroglyph Medical Plaza Master Plan and Future Site Plan Submittal:

The SU zoning designation established within this Petroglyph Medical Plaza Master Plan requires that a site plan be approved by the Governing Body. The Petroglyph Medical Plaza Master Plan does not include conceptual site plan. The official site development plan for Pad 7 is included as a separate Site Development Plan submittal. All other super pads will be submitted as Site Development Plans in the future, which is authorized by the Rio Rancho Zoning Code. Approval of the site plan must be obtained prior to any development of the property. The site plan at a minimum shall contain the following information:

(a) Scale and north arrow;
(b) Lot boundaries and easements;
(c) Existing and proposed utilities;
(d) Existing and proposed rights-of-way;
(e) Proposed structures with uses dimensions, and setbacks;
(f) Proposed ingress, egress, parking and circulation;
(g) Landscaping and landscape buffers;
(h) Elevations;
(i) Adjacent property characteristics;
(j) Preliminary drainage plan.

Petroglyph Medical Plaza Master Plan Establishes Flexibility with the Director of Development Services for Future Changes to an Approved Site Plan:

The Director of Development Services may approve minor changes to an approved Petroglyph Medical Plaza site plan if the change is consistent with the use and other written requirements and/or conditions of approval. Substantial changes to an approved Petroglyph Medical Plaza site plan must be approved by the Governing Body. Substantial changes are defined as square footage within building pads that exceed 10% of the

building pad changes in the Super Pad configuration or any change that will substantially aggrieve the city or immediately adjacent neighboring property owners.

Elements Considered With This Master Plan & Gateway Vicinity Plan:

- The site is scaled to the type of transportation situated on Unser Blvd. and 19th Avenue SE.

- The proposed activities (medical office, retail, commercial, restaurant, hotel, etc.) reflect the appropriate scale proximity to other zoning districts and affects on growth nodes in the area. For example, the employment and pedestrian traffic caused by the Presbyterian facility situated across from Unser Blvd. will be seeking the retail, lodging and medical office uses that this Master Plan contemplates.

- The building pad and land use plans attached to this Master Plan encourage pedestrian-friendly uses and bicycle connections running east and west along 19th Avenue SE.

- **Medical Office Building Vision for Building Pad #7**

A. General. The vision for the Building Pad #7 is the construction of a medical office building. The design and tenant mix is subject to change as tenants and owner/users needs are modified over the coming months.

- **Retail/Office Vision for Building Pads #1-6**

- **General:** The vision for Building Pads 1 through 6 is to situated retail, restaurant, gasoline fueling station and convenience store, grocery store, hotel and other retail uses along Unser Blvd. and West Side Blvd. These retail uses will provide great shopping opportunities for local residents and provide for "walkable" retail opportunities for the employees and patients being situated within Building Pad 7. The Vision for Building Pads 1 and 6 is to allow the flexibility of either retail/commercial build out or office facilities.

- **Circulation:** The goal is to create a "frontage road" allowing vehicles to easily access the site from the Ronda Road intersection or the full access off of West Side Blvd.

4. INFRASTRUCTURE IMPROVEMENTS FOR THE MASTER PLAN AREA

SAD 7A

Just recently the City of Rio Rancho substantially completed construction of SAD 7A in the area surrounding the site. These improvements consist of new paving, water and sewer lines, storm drain system, and a new regional pond that was constructed along the west side of Unser Blvd. just south of the Petrogylph site. This new drainage pond collects runoff for the entire upstream basin and then it outfalls to the east through pipes beneath Unser Blvd., which in turn flows into an existing storm drain system further east of Unser. The owners of Petroglyph paid to acquire additional land to expand the SAD pond and also paid additional monies for modifications to the SAD's existing storm drain

system to specifically allow for the receipt of fully developed runoff from their site. Outlays for future landscaping and supplemental recreational amenities to be installed within and around the pond have also been funded by Petroglyph. The expanded pond was also shifted further south so that connection of Ronda Road to Unser Blvd. could be accomplished.

UTILITIES

The SAD built a new water line just west of Unser Blvd. between 19th Ave./Westside and Ronda Road, along with a new line in 19th Ave./Westside Blvd. from Unser west along the full length of the Petroglyph project. The SAD also extended a new sanitary sewer line west up Ronda Road from the east side of Unser. For the south end of Petrogylph new sanitary sewer lines within the project will drain south to the new sanitary line in Ronda, while the balance of the project will drain north to an existing manhole in 19th Ave./Westside located directly west of Unser Blvd. Additional new lines to accommodate proposed new buildings within the site will be extended off of these new utility lines. A new on-site water line will be extended west through the site and loop north to connect to with the existing water line in 19th Ave./Westside (at Rincon Road).

In fall of 2009, the Rio Rancho Utility Commission approved Petroglyph's request for providing water and sewer service to this site (attached as **Exhibit F**). Petroglyph is committed to working with the Rio Rancho Fire and Rescue Department to ensure adequate fire flow and the on-site water line looping was created with their involvement.

TRANSPORTATION

Access to and from the site will be off 19th Ave./Westside on the north and through a new signalized intersection to be constructed at Ronda Road and Unser Blvd. off the southeast corner of the site. The Ronda Road extension west from Unser lines up with the proposed Wellspring Road extension being built just east of Unser for the new Presbyterian Hospital. Full access to the site on its north side will be provided at the realigned intersection of 19th Ave./Westside, approximately 1000 feet west of Unser Blvd. Limited access off Westside will be provided approximately 550 feet west of Unser (right-in, right-out and a left-in) and at Rincon Road (right-in and right-out only). A new private road will circulate through the site between 19th Ave./Westside and Ronda Road that will run parallel 19th St./Westside and Unser. A new right-in off Unser Blvd. into the site will be provided halfway between 19th Ave./Westside and Ronda Road.

VACATION OF RINCON ROAD

At the present time Rincon Road runs diagonally in a southeast direction though the site from its intersection with 19th Ave./Westside to a cul-de-sac located just west of Unser. Except for its western extent where it fronts four vacant lots, Rincon Road will be vacated through the site. The area of this vacation is expected to be approximately the same as the area of proposed R/W dedication along Ronda Road and Along 19th Ave./Westside.

GRADING AND DRAINAGE

The existing site contains well-drained sandy soils covered by sagebrush, Four-winged Saltbush and related native grasses. The land surface slopes down from northwest to southeast at a grade of approximately two to three percent. There is a difference of 40 feet between the NW and SE corners of the site. The site's existing, undeveloped runoff now collects in a low-point along the west side of Unser where it eventually passes east beneath Unser through a corrugated metal pipe just north of Ronda Road. Overflow not able to pass in this pipe flows south and into the new SAD 7A pond.

To account for the significant grade differential across the site, buildings across the site will have to be stepped-down in order to follow the slope of the landscape. Relatively short retaining walls will be necessary at selected locations within the site to accommodate larger buildings that are oriented east-west over the naturally sloping terrain. Other buildings on-site will be graded flat and the surrounding local areas will be tiered-down or sloped-down as necessary from west to east. Along the eastern portion of the site new surfaces will be effectively graded to drain south toward the new ponding south of Ronda Road. New storm drain pipe will also be installed within the site to convey runoff that exceeds surface flow capacity. Water-quality features will be integrated into the new storm drain system design so that potentially adverse surface pollution can be prevented from reaching the new regional ponding area south of the site.

5. DESIGN GUIDELINES

The following goals, policies and terms shall govern all of the development residing with the Petroglyph Medical Plaza Master Plan:

a. SIGNAGE

Monument and Signage: All proposed signage shall be reviewed and approved by the City Development Department in accordance with the City of Rio Rancho's Sign Code and this Plan. The sign locations, dimensions and design shall be determined pursuant to the subsequent Site Development Plan application(s).

Design and Dimensions of Monument Sign to be Included in Site Development Plan:
The design and dimensions of the monument signs shall be submitted with the site development plan application which will be subsequent to the adoption of the Petroglyph Master Plan. The Monument Sign demonstrated on the Conceptual Building Elevations page (Exhibit E) is conceptual in nature. The signs will incorporate multiple tenants on to each monument sign and will be of high quality design and construction. Each monument sign shall include landscaping within the signage easements to help beautify the appearance of the monument sign and to avoid every tenant/owner using their site for signage.

Building Signage: Except as noted under awnings, all signage shall be channel type lettering. Letters shall be internally illuminated. Exposed neon signage, if used, must be within channel lettering, and/or logos, if applicable.

b. BUILDING ORIENTATION STANDARDS

Building Setbacks: Building setbacks are described above in the Land Use Section and shall be a minimum of ten feet from Unser Blvd. and 19th Ave SE. The setbacks shall take into consideration the City's Zoning Ordinance and final locations of buildings shall be vetted as part of any approved Site Development Plan. Buildings situated adjacent to residential development shall include landscape buffering and be setback to afford a buffer from any residential zoned properties.

c. LIGHTING STANDARDS

On Site Lighting: Exterior lighting shall comply with the New Mexico Night Sky Protection Act (HB 39) and any City lighting regulations. The use of "low level" lighting is encouraged should it be deemed necessary for security purposes. All exterior lighting shall not be directed toward adjacent streets and/or adjacent properties. No mercury vapor exterior fixtures shall be allowed on the Property without directed shielding design features. All exterior lighting should be directed such that minimal light trespasses onto adjacent property. All outdoor pole lighting fixtures shall be high-pressure sodium lights in shielded shoebox type light lens to be flushed with bottom of fixture. Light emitted from the site shall not exceed .2 horizontal and .75 vertical foot-candles when measured from the property line of each parcel, as is the method used by the city development department to measure light. Unshielded light fixtures shall be prohibited. All lights must be downward facing and white lights are permitted in canopies only, but must be recessed within the canopy.

* All parking areas, pedestrian walkways and roadways shall be illuminated with metal halide 24'-0" tall light poles, regularly spaced through each area. The site lighting shall be part of a full cut off system, complying with the Night Sky Protection Act.

d. OUTSIDE STORAGE

Outside Storage: If outside storage is required, it shall be fully screened by a minimum of a six foot tall solid wall (for ex. a stucco'd CMU block wall) that eliminates views of the storage from adjacent properties and rights of way.

e. PARKING

The intent of the standards for the development of parking areas is to: mitigate heat/glare through the provision of landscaping; minimize the visual impact of parking areas; and provide, accessible, safe circulation within and adjacent to the parking areas.

* Parking aisles shall be 24'-0" in width.

* Large parking areas shall be broken into smaller parking areas by including a minimum of 8-foot wide pedestrian walkways.

* ADA-compliant parking shall be located adjacent to main building entries.

* Clear pedestrian connections shall be provided through parking areas at a minimum width of 6 feet and shall be clearly demarcated with slightly raised and/or textured paving where they cross vehicular entrances and drive aisles. Shade trees shall be provided along pedestrian walks at approximately 30 feet on center.

* Sidewalks and/or pedestrian paths that are perpendicular and at the front of parking spaces shall be protected from overlapping cars by permanently anchored tire stops, bollards, or raising the walkway to provide for a 6 foot wide, clear pedestrian area.

* Landscaped islands shall be distributed throughout parking areas. The maximum distance from any parking space to a tree/planter shall be 50 feet. Trees located within 8 feet of the perimeter of the parking area may be counted toward this requirement, but may not be used to fulfill street tree requirements. A minimum of 75 percent of parking lot trees shall be large canopied deciduous trees to provide shade during the summer months and reduce shading during the winter months.

* Parking spaces shall be 9 feet (wide) x 20 feet (long), typ. 25% of spaces may be 9 feet (wide) x 15 feet (long), and will be labeled as "COMPACT".

* Parking Area Setbacks: To allow for an appropriately sized landscape buffer adjacent to roadways, parking areas shall be setback as follows:

- Parking areas are to be set back from interior roadways to accommodate 3 feet of landscape on road side, 6 feet sidewalk, and 5' landscape on parking side.

* Drive-thru facilities located within Building Pads 1-7 shall be designed so that they do not interfere with main pedestrian ways or create conflicts between pedestrians and vehicles.

f. BICYCLE FACILITIES

* Bicycle parking for employees shall be provided to promote alternative vehicle use. 1 bicycle parking spaces per 100 total parking spaces is required for the site, and shall be conveniently located near building entrances, but not within pedestrian pathways or landscape areas.

* The bicycle facilities will be located on the Site Development Plans which will be submitted subsequent to the adoption of the Master Plan. The bicycle facilities are to be reviewed during each Site Plan Review.

g. GENERAL ARCHITECTURAL REQUIREMENTS

All buildings and structures shall be built using a similar architectural theme, where possible. Decorative accents (i.e., overhangs, vigas, beams, pedestrian walkways, trims, etc.) shall be the same in color and style throughout Building Pads 1-7. Tinted windows

shall be allowed on all buildings and required on building windows facing west. It will be a goal to break up long buildings by utilizing a vertical or horizontal offset in the façade. The retail buildings situated on Building Pads 1-5 shall have flexibility in architectural style.

h. BUILDING MATERIAL STANDARDS

Exterior materials shall consist of the following or a combination thereof:

- Earth tone plasters
- Stone
- Tile in earth tone colors
- Glazing
- No reflective coatings shall be allowed on glazing.
- Glazing colors shall be muted and consist of clear, light blue or light green. Colors shall be consistent on entire building.
- Glazing frames shall be silver, bronze or dark bronze.
- Mechanical units shall be screened from view.
- Metal roofs are allowed and shall be compatible with surrounding buildings.
- Architectural pre-finished metal wall panels

i. SITE PLANNING

The intent of the following guidelines is to create pedestrian-friendly environments for employees and visitors. A goal is to enhance the opportunities for interaction and the exchange of ideas.

* As individual parcels are created, cross access easements shall be provided between adjoining parcels. Additionally, there shall be cross parking easements executed for all Building Pads that mandate retail/commercial structures to share parking with their adjacent property owners. This will ensure adequate circulation and alleviate parking congestion.

* The following design standards are applicable to all structures located with Building Pads 1-7:

* Sidewalks, a minimum of six feet in width, shall be provided along the entire length of major facades containing primary entrances. The width of the sidewalk shall be increased as follows:

* Ten feet in width for buildings over 30,000 square feet.

* The width of the required sidewalk may vary along the entire length of the facade provided the average required width is maintained and provided the width of the sidewalk along the facade does not fall below 6 feet.

* A six-foot wide clear path shall be maintained along the sidewalk at all times. Site amenities, cars, landscaping and other uses of the sidewalk may not encroach upon the six-foot clear width.

* The building's overall footprint will be considered the area for calculation of sidewalk width. A collection of smaller buildings linked by common walls will be considered as one building.

* Amenities, landscaping, vending and customer pick-up may be incorporated into the width of the sidewalk as long as they do not encroach upon the clear width as stated above.

* Patios, plazas, courtyards, and other outdoor activity or seating areas shall be shaded (25 percent minimum, 50 percent maximum) from summer sunlight by tree canopies and/or shade structures that are architecturally integrated with the building.

* Pedestrian connections (minimum 6-foot clear path) shall be provided from each building to the internal circulation system and to adjacent roadways. Shade trees shall be provided along the pedestrian connection at an interval of 30 feet in planters that have a minimum interior dimension of 5' x 5'.

* Pedestrian links between parking areas and buildings shall be clearly visible and highlighted with an alternative textured paving material.

* Pedestrian pathways, at a minimum, shall be 8 feet wide where there is overlapping parking on two sides; 6 feet wide where there is parking on one side; and 6 feet wide where there is no adjacent parking.

* All pedestrian pathways (sidewalks and trails) shall be designed to be accessible to the handicapped (see Americans with Disabilities Act criteria for barrier free design).

* A difference in paving material, color, or pattern shall be provided at entry drive crosswalks to bring attention in a visual and tactile way for safe pedestrian crossing.

* Paving of primary pedestrian connections and primary outdoor activity areas shall use patterned, stained or integrally colored concrete, and/or concrete inlaid with tile, concrete pavers, brick pavers and/or stone pavers when crossing vehicular pathways.

* Transformers, utility pads, and telephone boxes shall be appropriately screened with walls and/or plant materials when viewed from the public right-of-way. Screening materials shall not limit access for maintenance purposes by utility companies.

j. SITE PLANNING EXCEPTIONS

Where primary entrances are located adjacent to a public sidewalk, the width of the public sidewalk may be included in the calculation provided a pedestrian connection is provided to connect the public sidewalk with the entrance(s).

Where a vestibule or other projecting entryway is provided, the depth of the vestibule or entryway may be included in the sidewalk calculation, provided 6 feet of sidewalk is located in front of the vestibule or projecting entryway in order to allow pedestrian connectivity along the entire length of the façade.

k. SITE LANDSCAPE

* Landscape plans must comply with the City's Ordinances, and be approved by staff . It is the intent of Petroglyph Real Estate Development, LLC to submit a complete landscape and irrigation plan with each subsequent Site Development Plan(s) which will be submitted subsequent to the adoption of the Master Plan. That landscape and irrigation plan will indicate the location of irrigation water meter, location and type of backflow preventer and controller. All mainline/s lateral lines, and valves shall be indicated. Subsequent Site Development Plan(s) shall also include details on how the **parking lot meets the requirements for tree cover,** specifically in the parking areas and the plan shall demonstrate how the facility will utilize water harvesting.

Future Site Development Plan Goals: This section has been removed. The off-site park and pond was submitted and approved independently from this Master Plan. **Exhibit A (**C-101 – Conceptual Grading & Drainage Plan)

* A minimum of 10 percent of the site area (minus building square footage) shall be devoted to landscape materials. Organic landscape material shall provide coverage per City ordinances at a minimum.

* A mixture of drought tolerant species and lawn areas shall be used at landscaped areas and in conformance with the City's Water Conservation Ordinance. Live plant materials shall, at a minimum, comply to city ordinances.

* Gravel, mulch, cobble, bark, and similar materials are acceptable as a mulch for landscape areas; however, they are not to be considered a focal landscape element.

* Minimum 10-foot wide landscape buffer shall be provided along West Side Blvd SE.

* Minimum plant material sizes at the time of installation shall be as follows:

- Canopy trees-- 2" caliper B&B
- Evergreen trees-- 8 foot minimum height
- Accent trees-- I 1/2" caliper B&B
- Shrubs and groundcovers-- I gallon minimum

- Low water use turf shall be provided at a maximum of 5 percent of the landscape area.

* Landscape materials shall be used as a transition between land uses.

* Street trees (located within the public right-of-way or within 20 feet from the back of curb) shall be installed at a frequency of 25-30 feet per linear foot of street frontage (including driveway locations). They can either be randomly or evenly spaced; however, there shall be no more than a 50 foot gap between groupings. There shall be a 70:30 percent mix of deciduous to evergreen trees.

* Landscape areas shall be a minimum of 36 square feet and a minimum interior width of 3'-0" or 6'-0" x 6'-0" outside curb dimension.

l. SUGGESTED PLANT PALETTE

The suggested plant materials were selected based on qualities such as cold hardiness, fast growth rate, minimal maintenance requirements, water conservation, and aesthetic appeal.

*** Street Trees**

Fraxinus spp.	Ash varieties
Gleditsia spp.	Honeylocust varieties
Pinus nigra	Austrian Pine
Pistachia chinensis	Chinese Pistache
Platanus wrightii	Arizona Sycamore
Prunus spp.	Flowering Plum varieties
Robinia x ambigua	Purple Robe Locust

*** General Use Plant Materials**

Trees

Chilopsis linearis	Desert Willow
Chitalpa tashkentensis	Chitalpa
Cupressocyparis leylandii	Leyland Cypress
Forestiera neomexicana	New Mexico Olive
Fraxinus spp	Ash varieties
Gleditsia spp.	Honey Locust varieties
Koelreuteria paniculata	Goldenrain Tree
Pinus edulis	Pinon Pine
Pinus nigra	Austrian Pine

M. NOISE, REFUSE AND SAFETY

Any equipment operating at greater than seventy (70) decibels at a seventy-foot distance shall only run Monday through Friday from 7:00 am to 5:00 PM.

Crime Prevention: Crime Prevention Through Environmental Design (CPTED) concepts shall be incorporated into the Site Plan.

Refuse Collection Areas: Refuse collection areas shall be allowed between any street and building front. All refuse containers shall be screened within a minimum of a 6 foot tall enclosure that is large enough to contain all refuse generated between collections. The design and materials for refuse collection enclosures shall be compatible with the architectural theme of the site.

EXHIBITS INDEX

EXHIBIT A: Grading and Drainage Plan for Petroglyph Medical Plaza
EXHIBIT B: Vicinity Map for Petroglyph Medical Plaza
EXHIBIT C: Master Utility Plan for Petroglyph Medical Plaza Master Plan
EXHIBIT D: Petroglyph Medical Plaza Building Pad Plan (AS-100)
EXHIBIT E: Conceptual Building Elevations (A-200)
EXHIBIT F: Wastewater Availability Statement from Rio Rancho

EXHIBIT A
Conceptual Grading and Drainage Plan for Petroglyph Medical Plaza

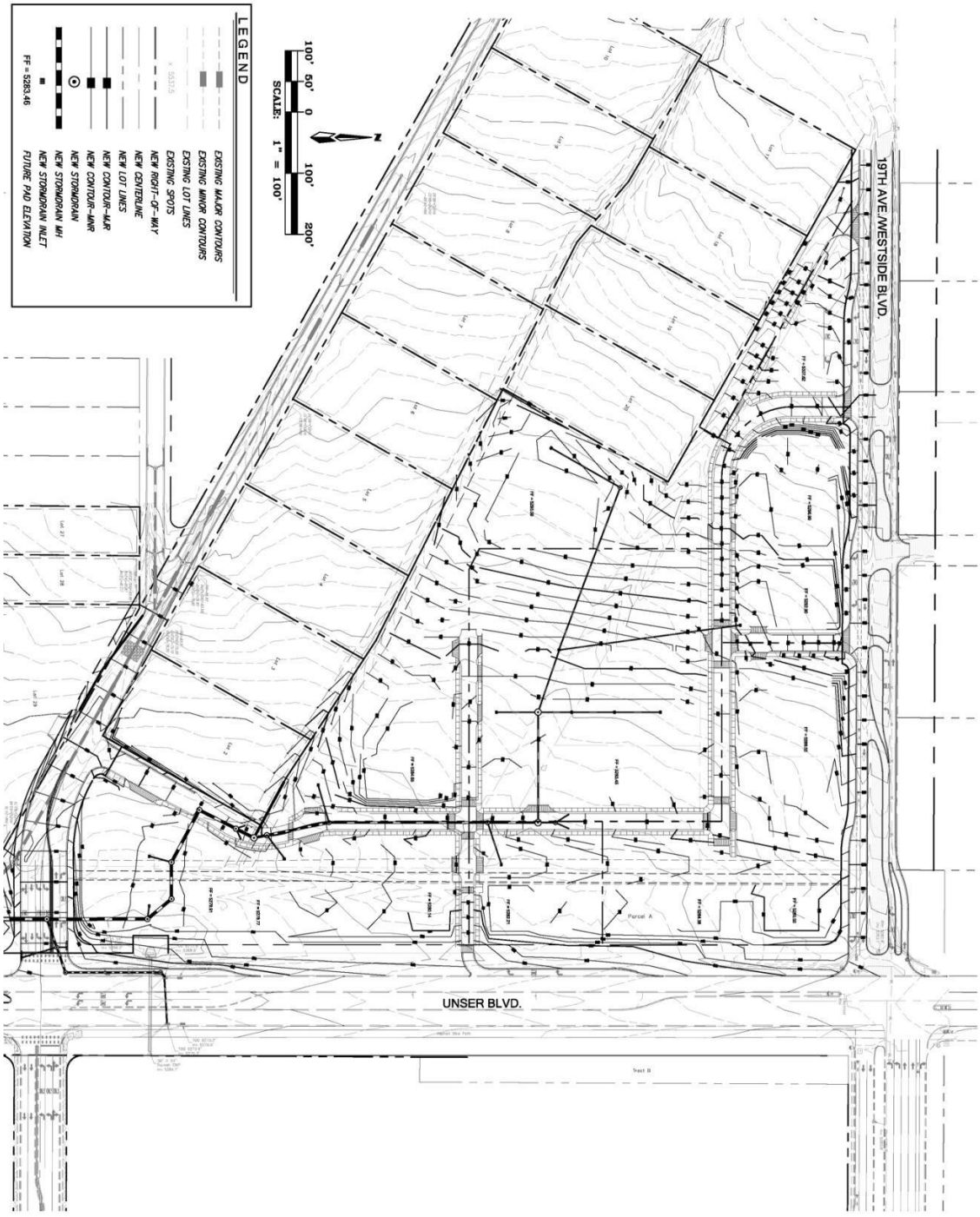


EXHIBIT B
VICINITY MAP PETROGLYPH MEDICAL PLAZA

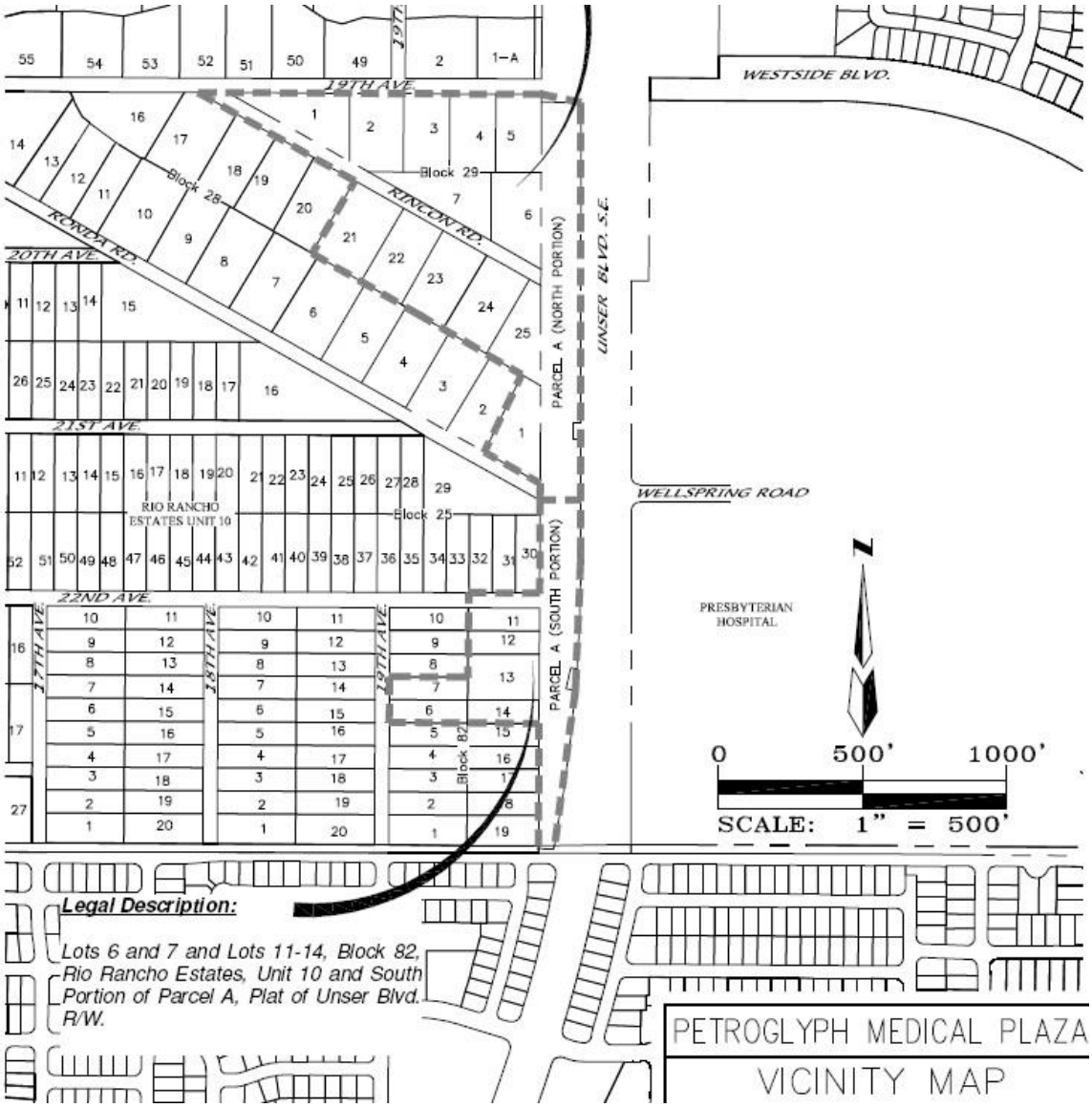


EXHIBIT C
CONCEPTUAL MASTER UTILITY PLAN
FOR PETROGLYPH MEDICAL PLAZA

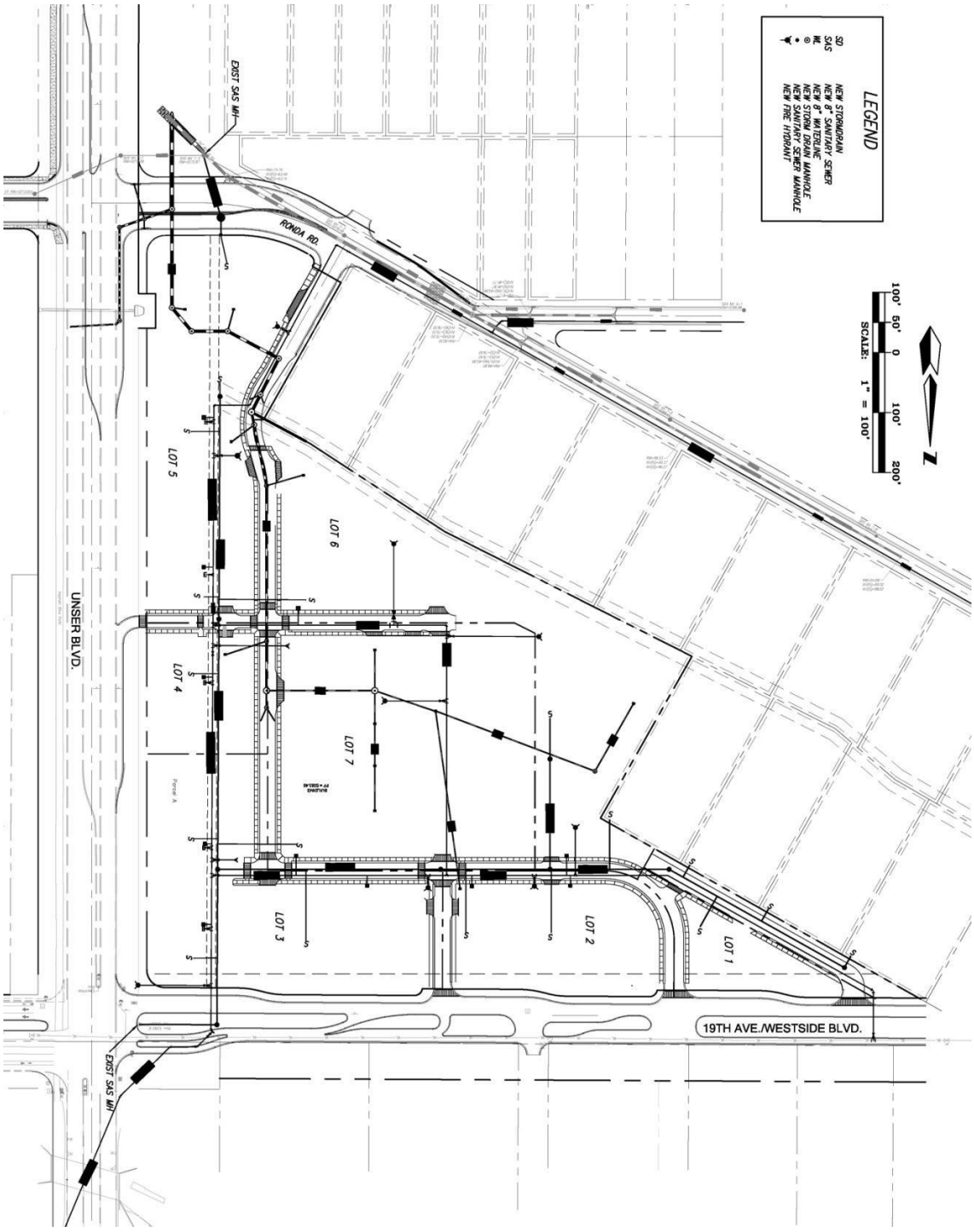


EXHIBIT D
Petroglyph Medical Plaza Proposed Building Pad Plan (AS-100)

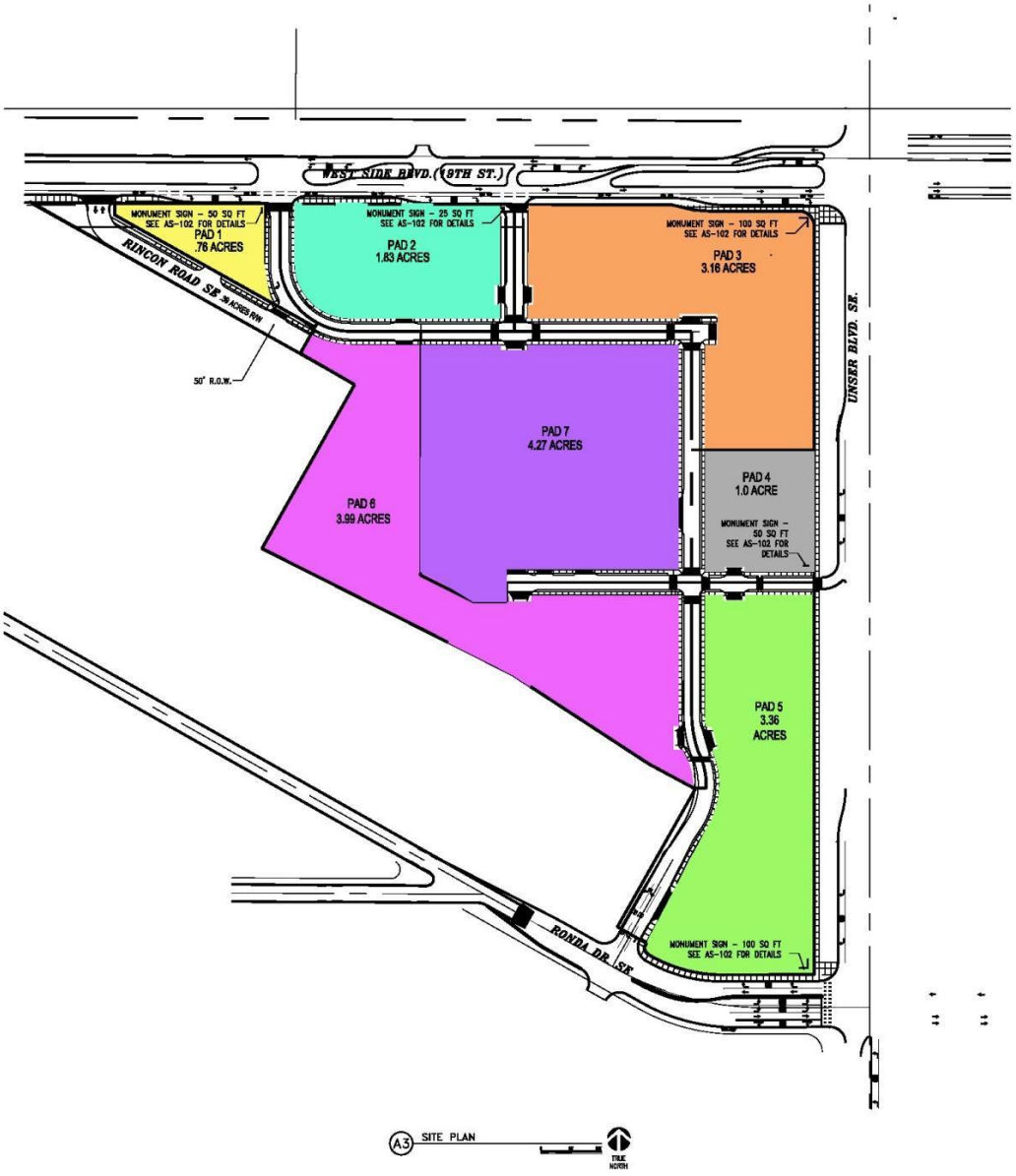


EXHIBIT E
Conceptual Building Elevations (A-200)

BUILDING ELEVATION CONCEPTS

TYPICAL PAD BUILDING

SIGNAGE

EAST ELEVATION

WEST ELEVATION

ARCHITECTURAL FEATURES:
- CANOPIES OVER WALKWAYS AND ENTRANCES
- SCREEN OUTDOOR DINING AREAS
- BALCONIES
- SCREEN WALLS TO BE SPLITFACE OR STUCCO
- LOADING AREAS WILL HAVE SCREEN WALLS

MATERIAL PALETTE:
- STUCCO/PLASTER IN EARTH TONE COLORS
- STONE
- EARTH TONE TILE

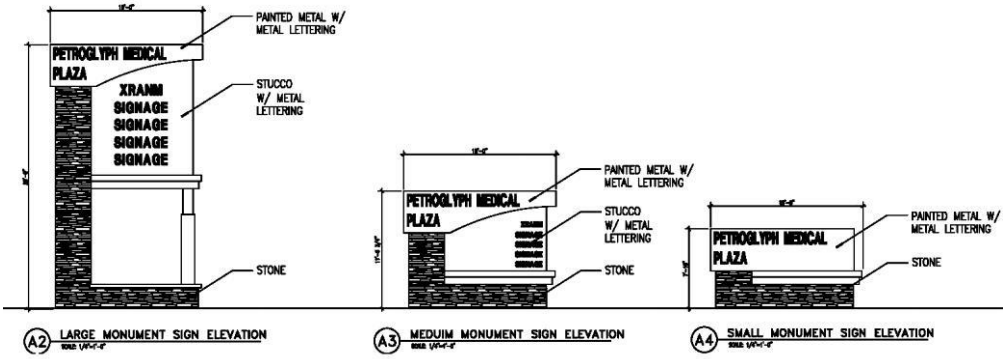


EXHIBIT F
Wastewater Availability Statement

Rio Rancho
City of Vision

October 20, 2009

Mr. John MacKenzie P.E.
D. Mark Goodwin and Associates, P.A.
Consulting Engineers
P.O. Box 90606
Albuquerque, NM 87199

Re: **Letter Granting Water & Wastewater Availability with conditions for Petroglyph Medical Plaza**
Location: Unit 10, Blocks 28 & 29, 20-acre site. Southwest corner of 19th Avenue/Westside Boulevard and Unser Boulevard.

Dear Mr. MacKenzie

The Utilities Commission approves the granting of this Wastewater Availability Statement based on the following conditions. Initial water model results indicate a fire flow of 3,200 gpm to 3,400 gpm. Developer shall work with the City of Rio Rancho Fire and Rescue Department to ensure adequate fire flow for the anticipated buildings.

Approval of this availability statement does not imply or suggest approval of zoning changes, construction plans, conceptual layouts, or any other requirements that may be conditions of approval for this development. This statement merely represents a commitment from the City that, if all other necessary approvals are obtained, and the completion of the proposed water system improvements, this development will be allowed to be served by the City's water and wastewater systems as described above.

Also, in accordance with the *Utility Commission Policy Statement*, this Availability Statement will expire unless construction starts within 18 months of approval by the Commission and is complete within 3 years of approval. If you have questions regarding this Availability Statement or the Utility Commission Policy Statement, please contact Elaine Allen, Utilities Administrative Assistant, at (505) 896-8715 or myself at 891-5046.

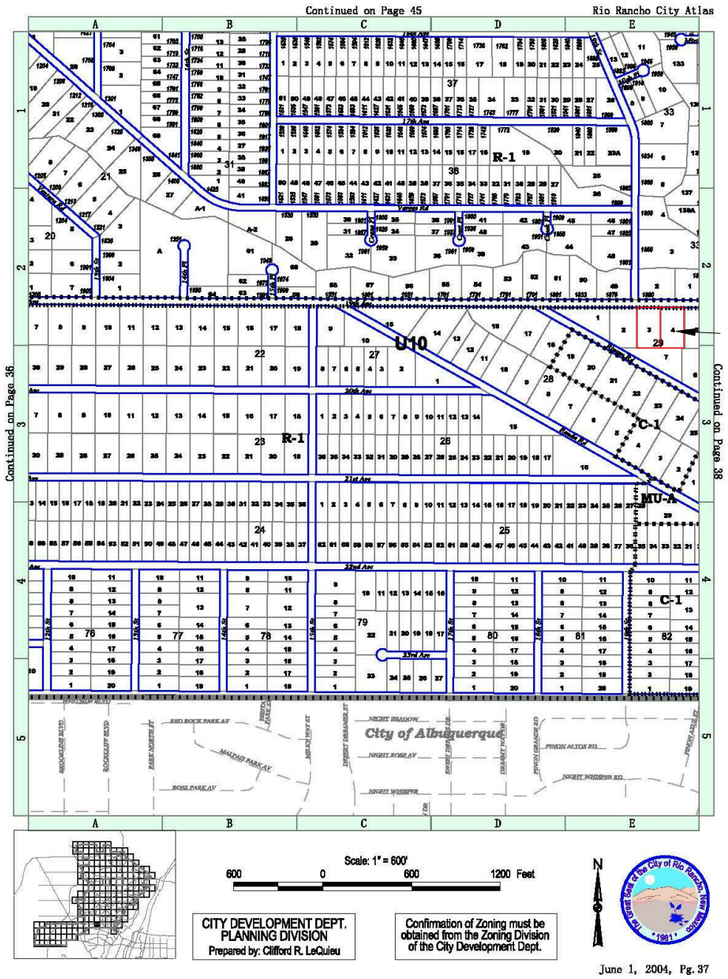
Sincerely,

Steve Gallegos,
Utilities System Engineer

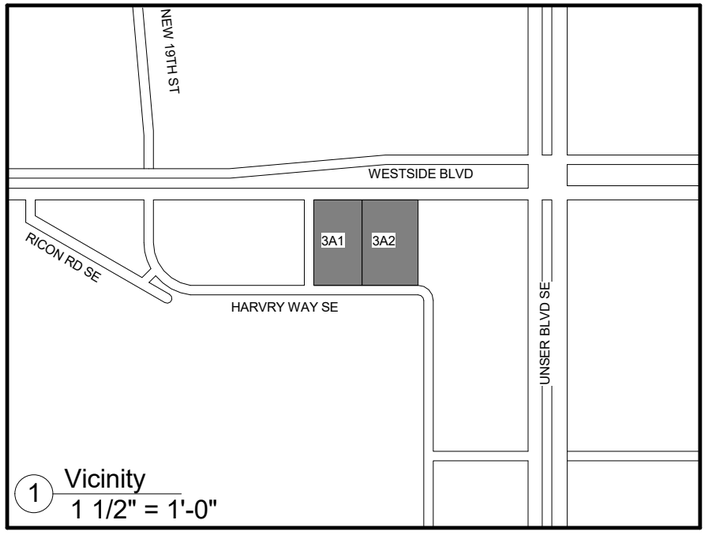
3200 Civic Center Circle NE Rio Rancho, New Mexico 87124
Office (505) 896-8715 Fax (505) 891-5201

1920 Westside Blvd - Addition

Rio Rancho, New Mexico



VICINITY



1 Vicinity
1 1/2" = 1'-0"

DESIGN CRITERIA

A. ZONING DESIGN CRITERIA

1.	LOT 1: LEGAL DESCRIPTION.....	1920 WESTSIDE BLVD SE PMP, BLK A LOT 3A2 ACRES: 0.77
	LOT 2: LEGAL DESCRIPTION.....	1910 WESTSIDE BLVD SE PMP, BLK A LOT 3A1 ACRES: 0.60
2.	ZONING CLASSIFICATION.....	SU - SPECIAL USE

B. ARCHITECTURAL DESIGN CRITERIA

1.	CONSTRUCTION TYPE.....	VB
3.	FLOOR AREAS	
	EXISTING.....	6,401 GROSS SF
	AREA OF FOCUS.....	1,477 GROSS SF
	ADDITION	1,500 SF

ARCHITECT:
JEEBS & ZUZU LLC
PHONE: 505-797-1318
ADDRESS: 5924 ANAHEIM AVE NE,
SUITE A, ABQ, NM 87113

CONTRACTOR:
MODCON
PHONE: 505-908-0968
EMAIL: modcon505.com

OWNER:
ANTHONY DEL ANGEL
PHONE: 505-922-9444
EMAIL: drtony@gonsteadnm.com

JEEBS & ZUZU, LLC.
Architecture
Construction
Design-Build
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ALBUQUERQUE, NM 87113
P: 505-797-1318
www.jeebsandzuzu.com

job no: .
drawn: IG
checked: J&Z
date: 9/27/2024

Cover Sheet
MODCON
1920 Westside Blvd
sheet no:
0.CVR

CODE

154.76 OFF-STREET PARKING REQUIREMENTS.

(C) The number of required parking spaces must be provided ***on the same lot where the principal use associated with the parking spaces is located*.** Spaces may be provided on adjacent or nearby lots; provided, that the number of off-site parking spaces does not exceed 25% of the total number of required spaces. The off-site parking spaces must be located within 300 feet of a public entrance or a principal building housing the use associated with the parking. A developer wishing to take advantage of these provisions must present a legally recorded document indicating that he has the irrevocable permission of the owner or agent in charge of the area where the off-site parking will be located to use such spaces. (See subsections (H) and (I) of this section for options.)

(D)3(a) In parking areas containing 10 or more parking spaces, **up to 20% of the parking spaces** may contain a rectangular area of seven and one-half feet by 15 feet in length; provided, that such spaces are conspicuously designated as reserved for **small or compact cars only**.

(H) Reduction for mixed or joint use of parking spaces. Upon application under the procedural requirements of a variance the City Planning and Zoning Board may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing off-street parking. However, in no case may the reduction be **less than the required parking for the use** with the **largest number of required parking spaces plus 40% of the other required parking spaces.** All uses must be on the same parcel, or parcels where the closest point between the parcels is a **minimum of 250 feet** (see also Article III: Supplemental Regulations and Standards). No part of any off-street parking area required for any building or use shall be included as a part of an off-street parking area similarly required for another building or use unless the Planning and Zoning Board shall find that the type of use indicates that the period of usage will not overlap or be concurrent with each other.

(I) Reduced parking requirement. Upon application under the procedural requirements of a variance the City Planning and Zoning Board may authorize a reduction in the total number of required parking spaces for nonresidential land uses in areas where a public parking lot or public on-street parking is available to serve and provide parking for a nonresidential land use. The amount of off-street parking may only be reduced by up to **50% of the required off-street parking.** Such reduction in required off-street parking does not waive any requirements for a land use or property to improve any off-street parking area necessary to meet the requirements of these regulations, including but not limited to stormwater management, ADA accessible parking, and landscaping. When authorizing a reduction in required off-street parking, the Planning and Zoning Board may impose certain conditions and terms necessary to promote the intent and implement the requirements of these regulations. In determining the degree or amount of parking required for a particular use or location the Planning and Zoning Board's determination shall be based on the following criteria:

(1) A property survey and parking site plan, indicating the amount of off-street parking available or proposed for the use and calculations of required off-street parking for the land use;

(2) The amount and availability of on-street and public parking in the vicinity of the use requesting the reduction;

(3) The present demand on existing on-street and public parking in the vicinity of the use requesting the reduction; and

(4) Future availability of on-street and public parking in the vicinity of the use requesting the reduction.

Medical or Dental Office Clubs 1 space per 300 square feet	Dance Hall, Skating Rink, Fitness Centers or Health 1 space per 200 square feet of floor area

Total Spaces in Parking Lot	Minimum Designated Accessible Parking Spaces	Number Required to be Van Accessible
1 – 25	1	1
26 – 35	2	1
36 – 50	3	1

JEEBS & ZUZU, LLC.
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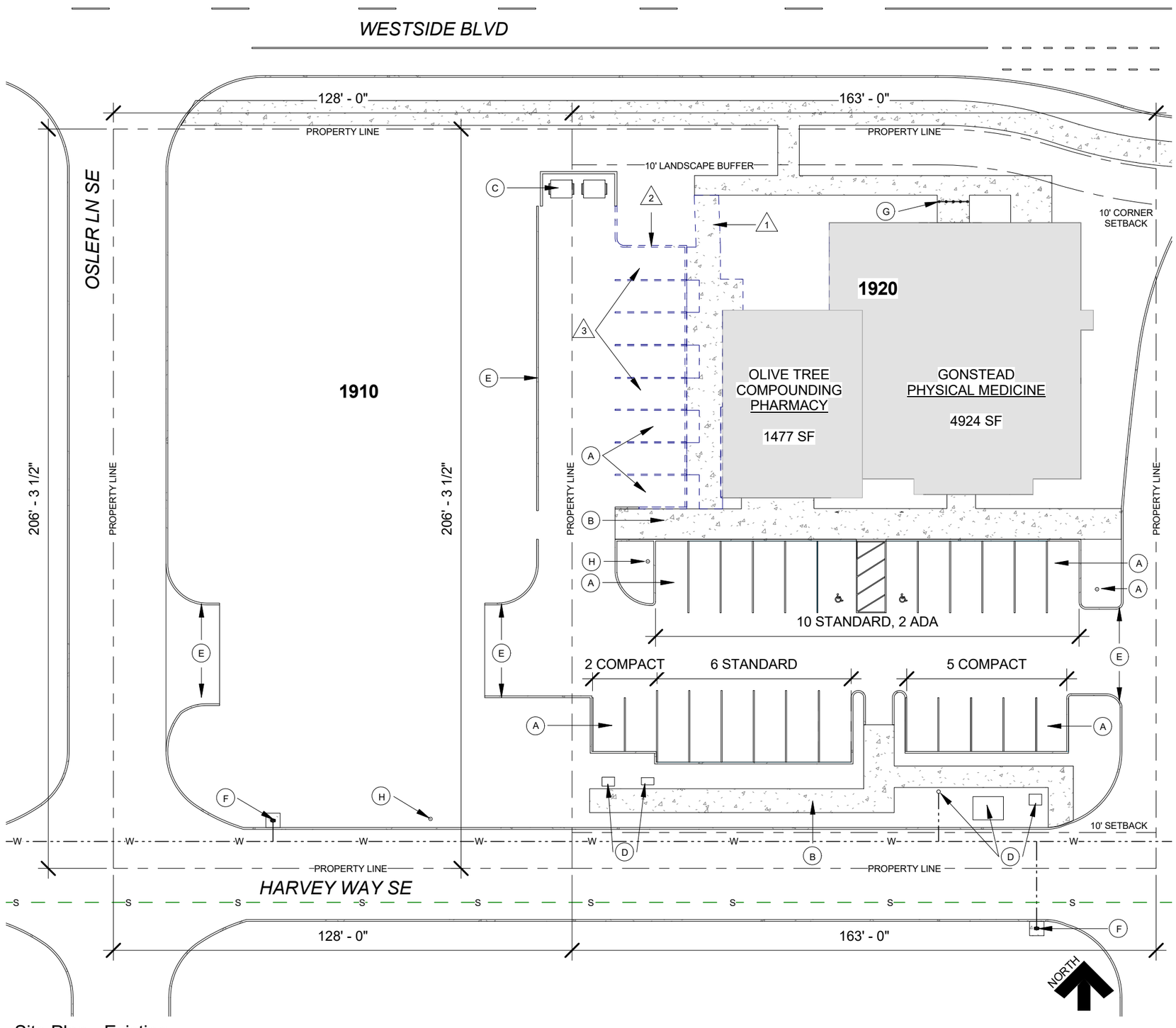
www.jeebsandzuzu.com

job no: .
drawn: IG
checked: J&Z
date: 9/27/2024

MODCON
1920 Westside Blvd

Codes

sheet no:
A101



1 Site Plan - Existing
1" = 30'-0"

SCOPE OF WORK:

OLIVE TREE COMPOUNDING PHARMACY PLAN TO BUILD 1500 SF ADDITION TO EXISTING SUITE. NEW ADDITION WILL MODIFY EXISTING 1920 WESTSIDE PARKING LOT.

OWENER WILL COMBIND EXISTING 1910 WESTSIDE LOT WITH 1920 WESTSIDE LOT, AND MAKE 1910 LOT INTO ADDITIONAL PARKING FOR NEW 2977 SF SPACE NEEDED FOR PARKING CALCULATIONS. MAKING NEW ACREAGE SIZE 1.37 ACRES.

KEY NOTES:

- (A) PARKING TO REMAIN
- (B) SIDEWALK TO REMAIN
- (C) TRASH ENCLOSURE TO REMAIN
- (D) UTITLY UNITS TO REMAIN
- (E) CURB TO REMAIN
- (F) FIRE HYDRANT TO REMAIN
- (G) BIKE RACKS TO REMAIN
- (H) LIGHT POLE TO REMAIN

DEMO NOTES:

- 1 SIDEWALK TO BE REMOVED
- 2 CURB TO BE REMOVED
- 3 PARKING TO BE REMOVED

KEY NOTES:

WATER MAIN

SEWER GRAVITY MAIN

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job no:	.
drawn:	IG
checked:	J&Z
date:	9/27/2024

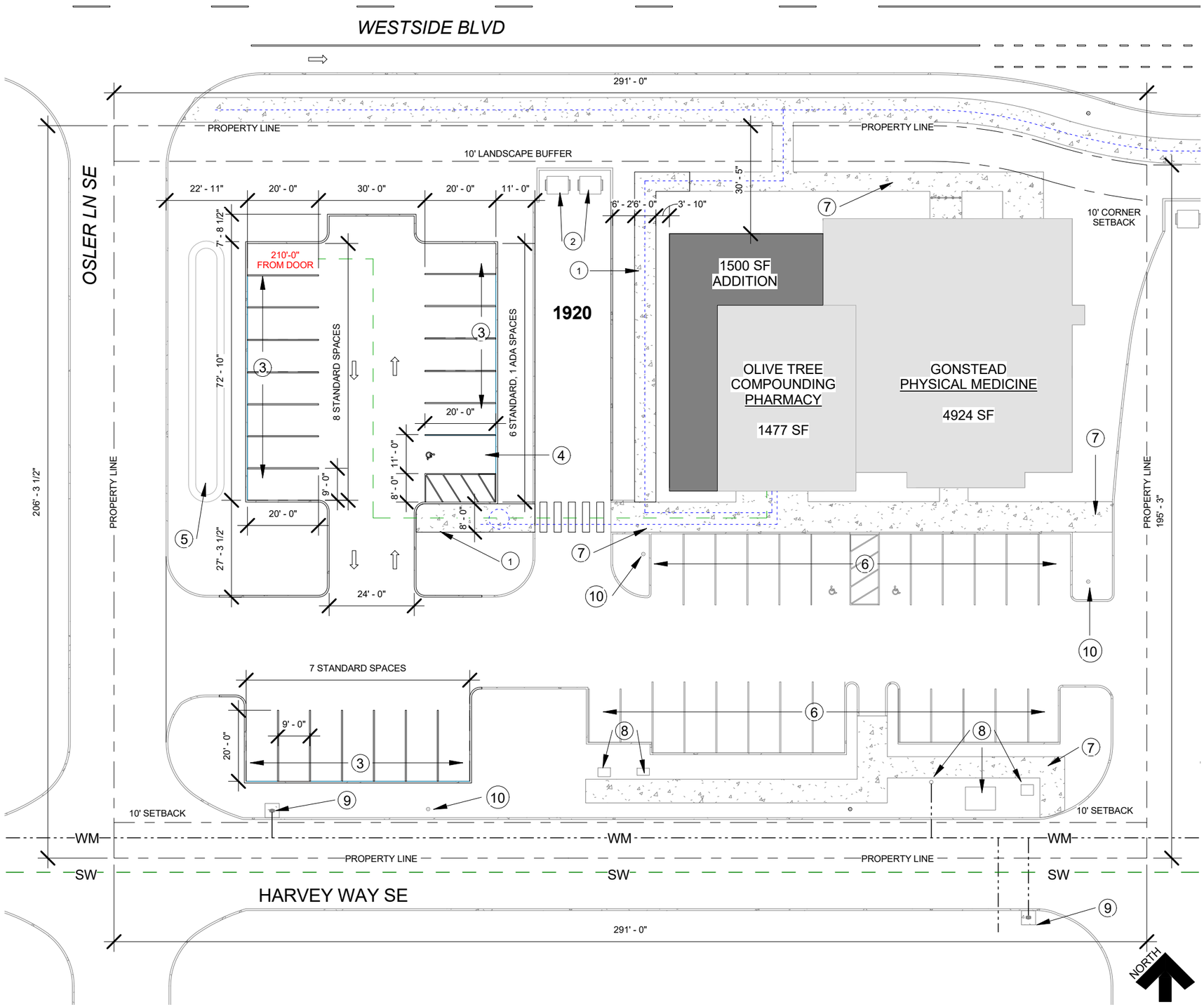
Existing Site Plan

MODCON

1920 Westside Blvd

sheet no:

A102



1 Site Plan - New Plan
1" = 30'-0"

PARKING CALCULATIONS:

GONSTEAD PHYSICAL MEDICINE:
4924 SF / 200 = 24.62 — 25 SPACES

OLIVE TREE COMPOUNDING PHARMACY:
2977 SF / 300 = 9.9 — 10 SPACES

35 SPACES NEEDED

50 SPACES PROVIDED

40 STANDARD
3 ADA
7 COMPACT

KEY NOTES:

1. NEW SIDE WALK FOR ADA ACCESS TO PUBLIC
2. EXISTING TRASH ENCLOSURE TO REMAIN
3. NEW 9'-0" X 20'-0" STANDARD PARKING STALL
4. NEW 11'-0" X 20'-0" ADA PARKING STALL
5. DRAINAGE POND
6. EXISTING PARKING TO REMAIN
7. EXISTING SIDEWALK TO REMAN
8. EXISTING UTILITY UNITS TO REMAIN
9. EXISTING FIRE HYDRANT TO REMAIN
10. EXISTING LIGHT POLE TO REMAIN

KEY NOTES:

ADA PATYHWAY

LONGEST ROUTE

WATER MAIN

SEWER GRAVITY MAIN

JEEBS & ZUZU, LLC.
Architecture
Construction
Design-Build
5924 ANAHEIM AVENUE NE SUITE A
ALBUQUERQUE, NM 87113
P: 505-797-1318
www.jeebsandzuzu.com

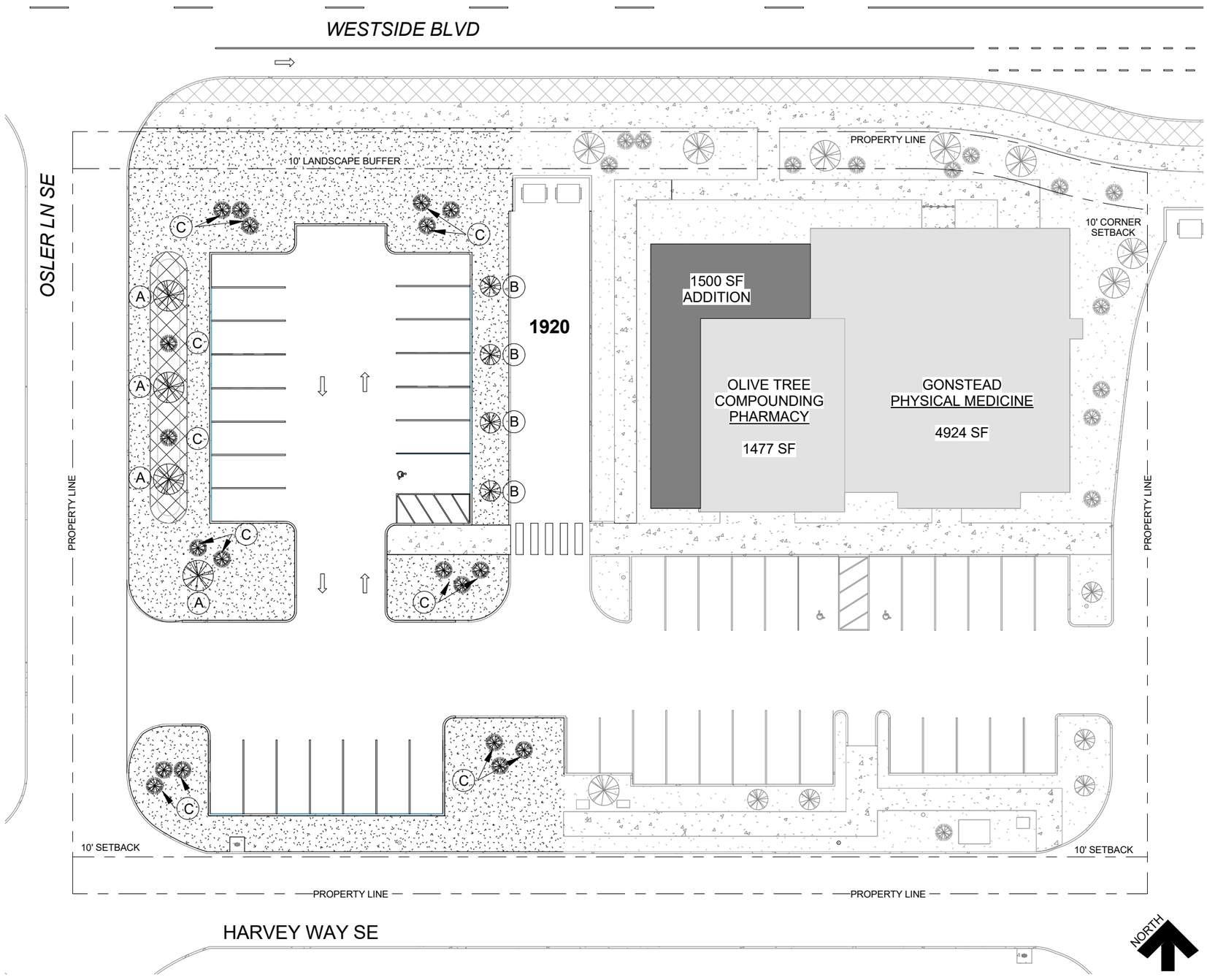
job no: .
drawn: IG
checked: J&Z
date: 9/27/2024

New Site Plan

MODCON

1920 Westside Blvd

sheet no:
A103



1 Landscape Plans
1" = 30'-0"

GENERAL NOTE:

- ALL VEGITATION ON 1920 WESTSIDE LOT TO REMAIN.

LANDSCAPE KEY

EXISTING RUBLE ROCK TO REMAIN

NEW RUBLE ROCK

EXISTING GRAVEL TO REMAIN

NEW GRAVEL

PLANT LIST

	COMMON NAME	SCIENTIFIC NAME
A	CHANTICLEAR PEAR	*CERCIS RENIFORMS*
B	PINON	*PINUS EDULIS*
C	SAGEBRUSH	*ARTEMISIA TRIDENTATA*

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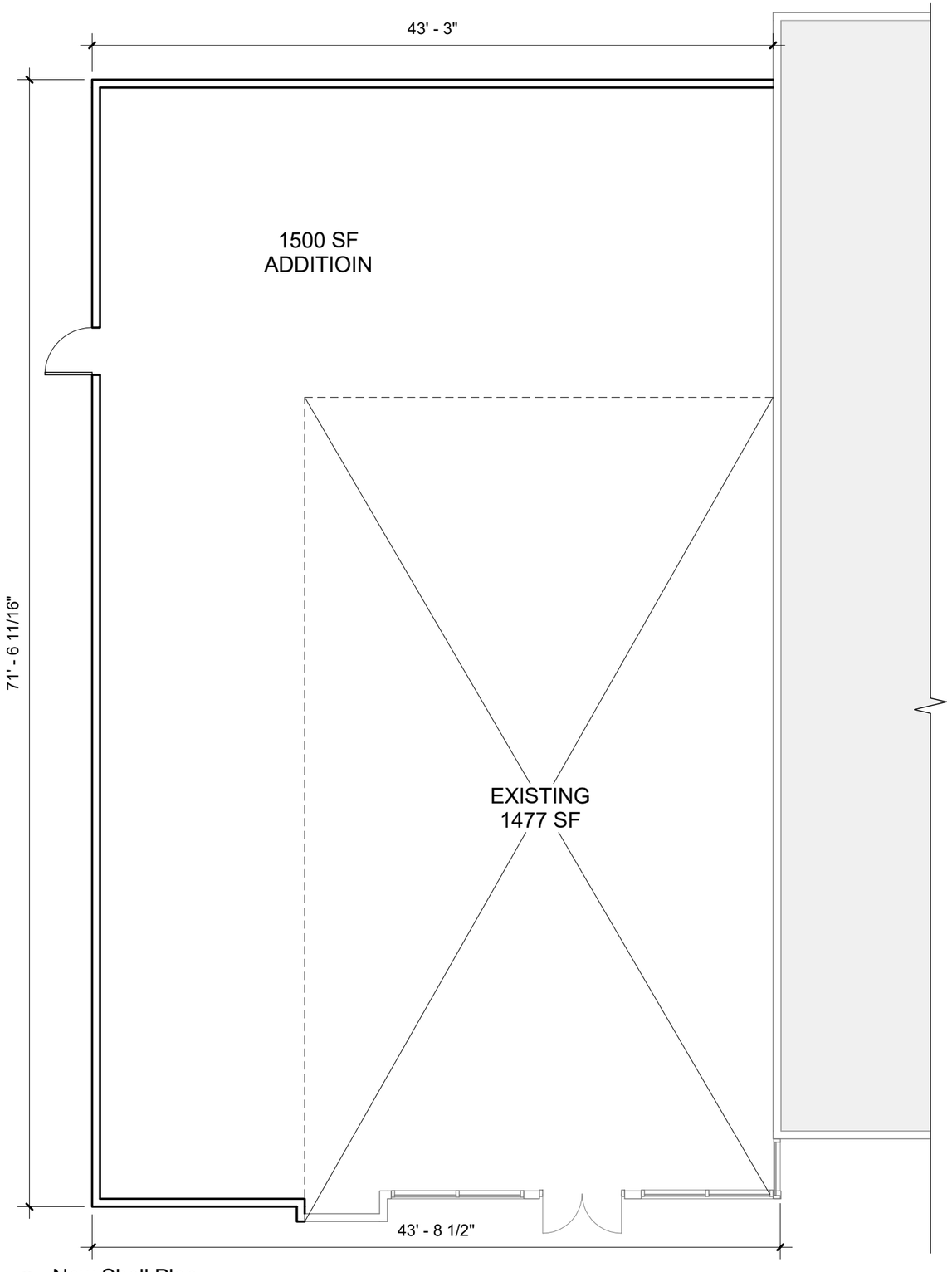
job no: .
drawn: IG
checked: J&Z
date: 9/27/2024

Landscape Plan

MODCON
1920 Westside Blvd

sheet no:
A104



1 New Shell Plan
1/8" = 1'-0"

GENERAL NOTES:

- NEW EXTERIOR WALLS WILL MATCH COLOR AND STYLE WITH EXISTING BUILDING.
- EXISTING FRONT DOOR TO REMAIN
- EXISTING STOREFRONT WINDOWS TO REMAIN
- NEW EXIT DOOR TO BE ADDED ON WEST WALL

JEEBS & ZUZU, LLC.
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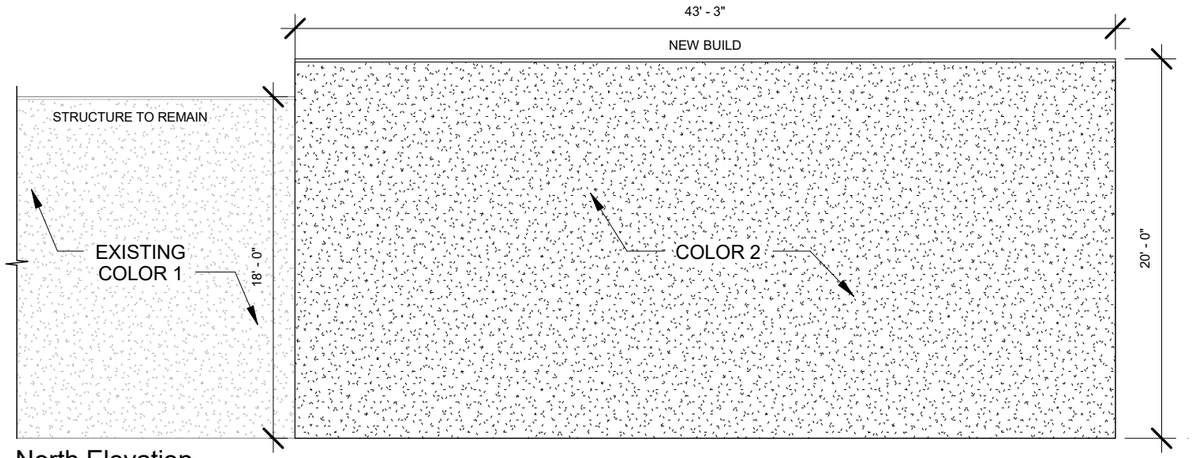
job no:	.
drawn:	IG
checked:	J&Z
date:	9/27/2024

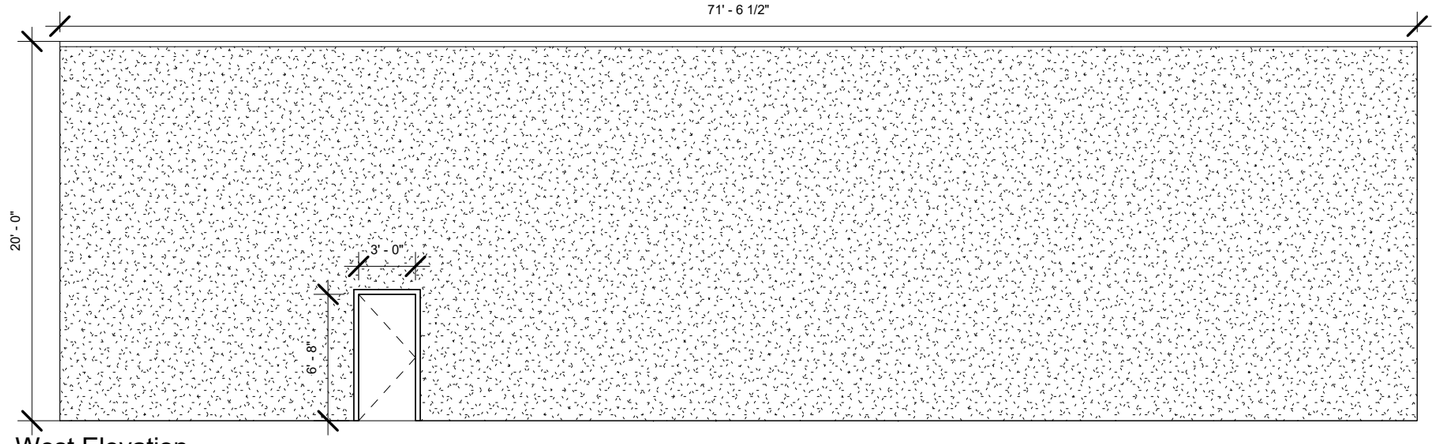
MODCON
1920 Westside Blvd

Shell Plan

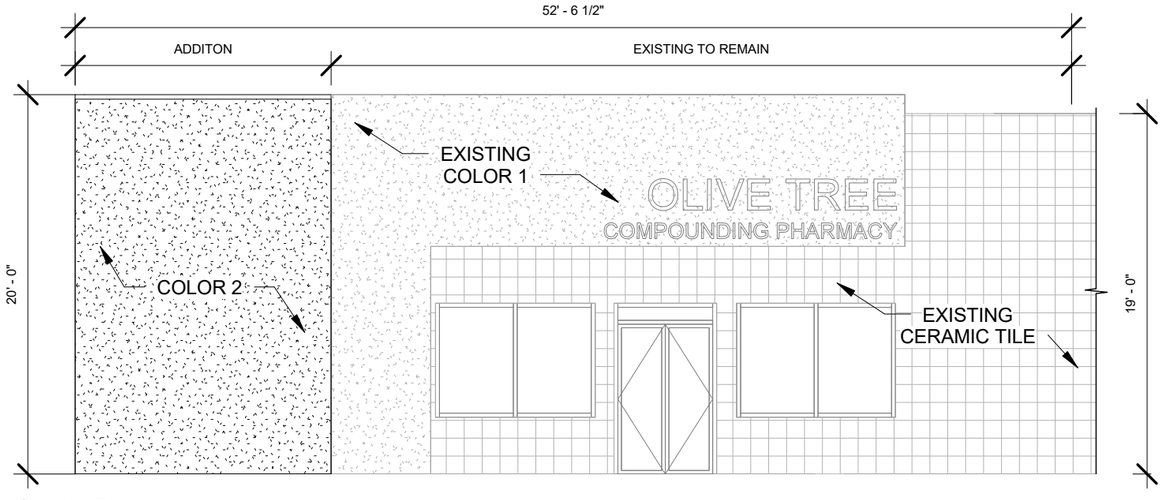
sheet no:
A105



1 North Elevation
1/8" = 1'-0"



2 West Elevation
1/8" = 1'-0"



3 South Elevation
1/8" = 1'-0"

GENERAL NOTES:

- NEW STUCCO COLOR TO BE DETERMIND AT LATER DATE.
- STORE SIGNAGE TO REMAIN

JEEBS & ZUZU, LLC.
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Construction
Design-Build
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ALBUQUERQUE, NM 87113
P: 505-797-1318
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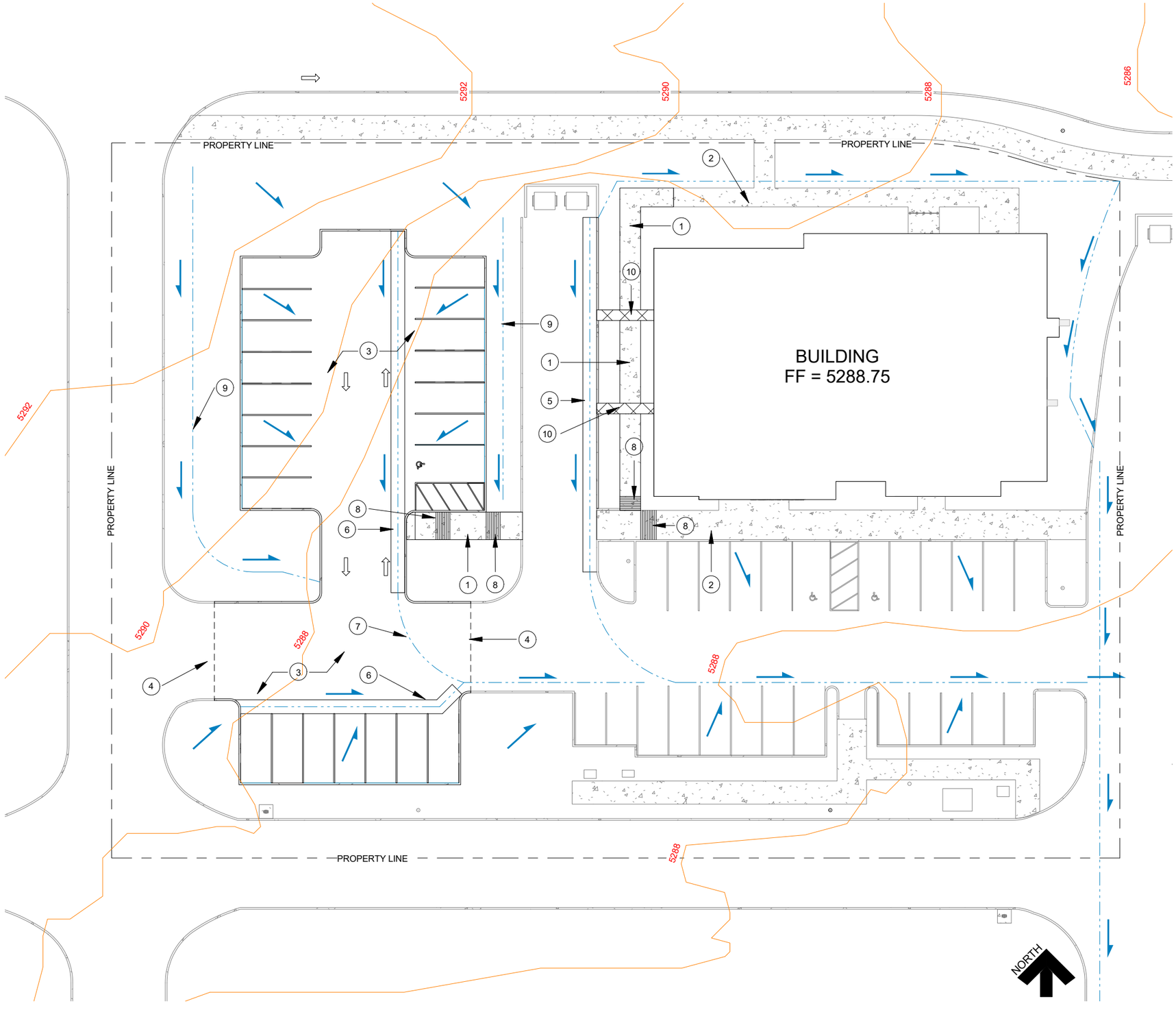
job no: .
drawn: IG
checked: J&Z
date: 9/27/2024

MODCON
1920 Westside Blvd

Elevations

sheet no:
A106



1 Drainage Plan
1" = 30'-0"

KEY NOTES:

1 NEW SIDEWALK
2 EXISTING SIDEWALK
3 NEW PARKING LOT ASPHALT
4 MATCH NEW ASPHALT TO EXISTING ASPHALT GRADE TO ENSURE DRAINAGE IN DIRECTION OF FLOW ARROWS PER PLAN.
5 EXISTING 4' WIDE VALLEY GUTTER
6 NEW 4' WIDE VALLEY GUTTER
7 CONSTRUCT DRAINAGE SWALES I N ASPHALT PER PLAN
8 CONSTRUCT ADA ACCESSIBLE RAMP TO NEW SIDE WALK
9 CONSTRUCT NEW DRAINAGE SWALE IN LANDSCAPE AREA
10 INSTALL 2' WIDE SIDEWALK CULVERTS FROM DOWNSPOUTS TO CURB

FLOW ARROW

TOPO LINE

JEEBS & ZUZU, LLC.
Architecture
Construction
Design-Build
5924 ANAHEIM AVENUE NE SUITE A
ALBUQUERQUE, NM 87113
P: 505-797-1318
www.jeebsandzuzu.com

job no: .
drawn: IG
checked: J&Z
date: 9/27/2024

Grading and Drainage Plan

MODCON
1920 Westside Blvd

sheet no:
A107

City of Vision

September 27, 2024

Isabella on behalf of Tony Del Angel Owner
Jeebs and Zuzu LLC.
5924 Anaheim Ave. NE
Suite A, 87113
Albuquerque NM 87113

Re: Water and Wastewater Availability Approval for addition to existing building.
Additional 6-inch fire line is available on lot 1910 if needed.
Additional Hydrant Locations if needed will be determined with Development Services Engineering, Utilities Department, and the Fire Marshall or Designee.

Dear Mrs. Grier:

The Utilities Division approves the granting of this Water and Wastewater Availability Statement on the condition that a fire flow for the site meets Fire Marshall Requirements for Fire Protection at the site.

Approval of this availability statement does not imply or suggest approval of zoning changes, construction plans, conceptual layouts, or any other requirements that may be conditions of approval for this development. This statement merely represents a commitment from the City that, if all other necessary approvals are obtained, and the completion of the proposed water system improvements, this development will be allowed to be served by the City's water and wastewater systems as described above.

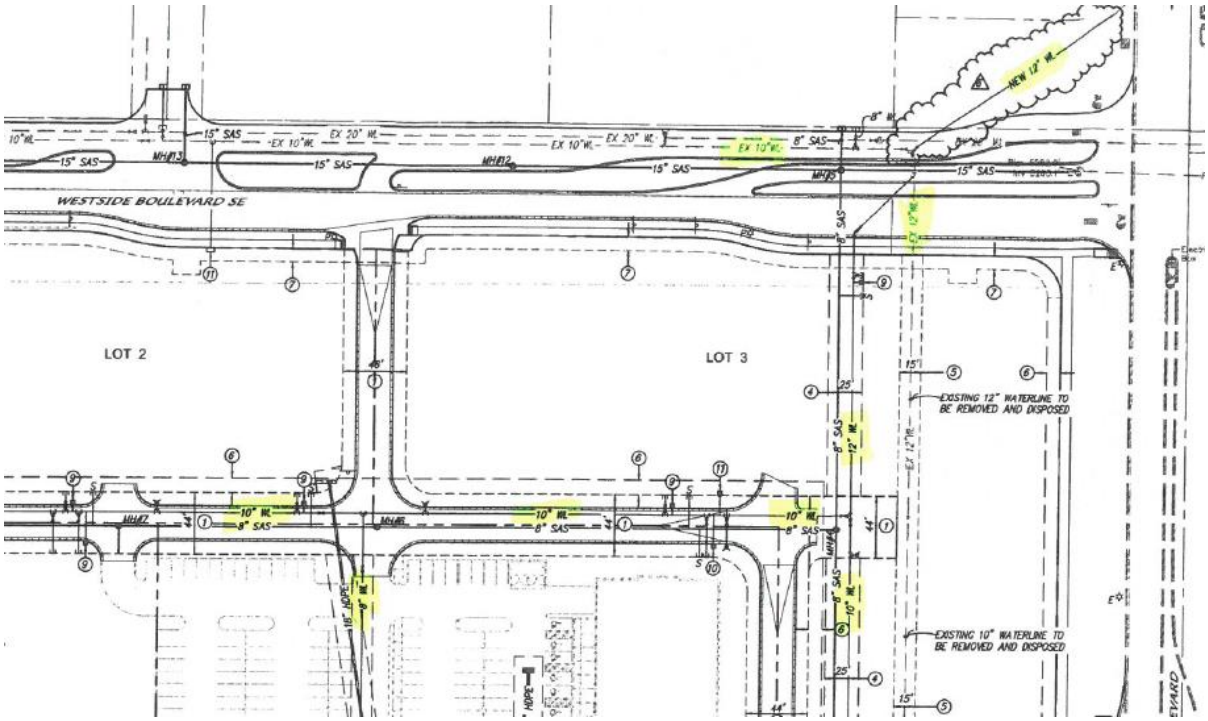
Please refer to the City of Rio Rancho Web Site for additional water and sewer information. The Utilities Department Design Criteria can be located on the Public Works Design Criteria and Standard Details located at the following web address: http://www.rrnm.gov/530/Water-and-Wastewater-Standard-Details.

Contacts for additional information and guidance: Development Services: 505-891-5005 Engineering Division: 505-891-5016 Environmental: Backflow Prevention 505-896-8816 and Industrial Pretreatment Program/Grease Interceptors 505-891-5017. If water pressure exceeds 80 psi, individual pressure reducing valves will be needed on the homes at the cost and responsibility of the customers.

This Availability Statement will expire unless construction starts within 18 months of approval by the Utilities Department and is complete within 3 years of approval. If you have questions regarding this Availability Statement, please contact me at 891-5046.

Sincerely,

Steve Gallegos
Steve Gallegos,
Deputy Director Utilities Department


WESTSIDE BOULEVARD SE
LOT 2
LOT 3
EXISTING 12" WATERLINE TO BE REMOVED AND DISPOSED
EXISTING 10" WATERLINE TO BE REMOVED AND DISPOSED
NEW 12" WL
15" SAS
8" SAS
10" WL
EX 10" WL
EX 20" WL

Vision View
Public Works
Records & GIS Section
Address Search
HARVEY WAY SE
ORLEANS RD
ROSMYRE LN SE

Harvey Way SE
Rio Rancho, New Mexico
Google

OLIVE TREE

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. 51 **ENACTMENT NO. 09-48**

AMENDING THE ZONING DESIGNATION FROM C-1/RETAIL COMMERCIAL DISTRICT ON 8.07 ACRES (PROPERTY LEGALLY DESCRIBED AS UNIT 10, BLOCK 29, LOTS 1-7) AND FROM MIXED-USE ACTIVITY AREA SUBJECT TO THE UNSER GATEWAY WEST VICINITY PLAN ON 6.65 ACRES (PROPERTY LEGALLY DESCRIBED AS UNIT 10, BLOCK 28, LOTS 1, 20-25) TO SPECIAL USE FOR C-1 COMMERCIAL USES FOR A COMMERCIAL-OFFICE DEVELOPMENT AS DESCRIBED IN THE PETROGLYPH MEDICAL PLAZA MASTER PLAN AND SHOWN ON THE ATTACHED EXHIBIT A, GENERALLY LOCATED ON THE SOUTHWEST CORNER OF UNSER BOULEVARD AND 19TH AVENUE SE.

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

Section 1. Purpose: The zoning designation from C-1/ Retail-Commercial District on 8.07 acres (property legally described as Unit 10, Block 29, Lots 1-7) and from Mixed-Use Activity District subject to the Unser Gateway West Vicinity Plan on 6.65 acres (property legally described as Unit 10, Block 28, Lots 1, 20-25) to Special Use for C-1 Commercial Uses for a commercial-office development as described in the *Petroglyph Medical Plaza Master Plan*, generally located on the southwest corner of Unser Boulevard and 19th Avenue SE.

Section 2. Land Use:

A. All permissive and conditional uses allowed shall be per the applicable building envelopes in the *Petroglyph Medical Plaza Master Plan*.

B. Submittal of an application for site plan review and approval by the Governing Body shall be required prior to approval of any plats, building permits or commencement of development on Unit 10, Block 28 (Lots 1, 21-25) and Block 19 (Lots 1-7) and the northern portion of Parcel A (Unser right-of-way) (the proposed Petroglyph Medical Plaza.

C. Development of Unit 10, Block 28 (Lots 1, 21-25) and Block 19 (Lots 1-7) and the northern portion of Parcel A (Unser right-of-way) shall substantially conform to the Petroglyph Medical Plaza Master Plan and related documents.

Section 3. Future Right-Of-Way Protection:

A. Setbacks to allow for future right-of-way on 19th Avenue SE shall be 53 ft. from centerline plus the setback established in the *Petroglyph Medical Plaza Master Plan.*

B. Setbacks to allow for future right-of-way on Unser Boulevard shall be determined during acquisition of Parcel A and finalized prior to submittal of the application for site plan review by the Governing Body.

Section 4. 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 5. Effective Date. This Ordinance shall become effective ten days after adoption.

ADOPTED THIS 18TH DAY OF NOVEMBER, 2009.

Thomas E. Swisstack, Mayor

11/20/09
Date

ATTEST:

Roman Montoya, City Clerk
(SEAL)

RioRancho
City of Vision

CITY OF RIO RANCHO
GOVERNING BODY
AGENDA BRIEFING MEMORANDUM

O-51

REFERENCE: 09-100-00026

AGENDA DATE: November 18, 2009

SUBJECT: Zone Map Amendment

CASE NO.: 09-100-00026

PURPOSE: The applicant is requesting approval of a zone map amendment from C-1/Retail Commercial District on 8.07 acres (property legally described as Unit 10, Block 29, Lots 1-7) and from Mixed-Use Activity Area subject to the Unser Gateway West Vicinity Plan on 6.65 acres (property legally described as Unit 10, Block 28, Lots 1, 20-25) to Special Use for C-1 Commercial Uses for a commercial-office development

PROPERTY: Unit 10, Block 28 (Lots 1, 21-25) and Block 29 (Lots 1-7) and a 3.936-acre portion of Parcel A (Unser right-of-way) The property is generally located on the southwest corner of Unser Boulevard and 19th Ave. SE

APPLICANT: Petroglyph Real Estate Development Inc.
8020 Constitution Pl NE – 2nd Floor
Albuquerque, NM

AGENT: Joshua J. Skarsgard
8220 San Pedro NE Ste. 500
Albuquerque, NM

BACKGROUND:

The applicant, Petroglyph Real Estate Development Inc., is requesting approval of a zone map amendment from C-1/Retail Commercial and Mixed Use Activity Center to Special Use for C-1/Commercial Uses. The primary purpose of the proposed zone map amendment is to create a zoning district for the development of a medical office and retail complex on the southwest corner of Unser Boulevard SE and 19th Avenue SE. The legal description of the property is Unit 10, Block 28 (Lots 1, 21-25) and Block 29 (Lots 1-7) and 3.936 acres of Parcel A (a portion of Unser Boulevard right-of-way).

ANALYSIS:

LAND USE:

The subject properties are located west of Unser Boulevard, across from the proposed Presbyterian Hospital site in Cabezon. The lots are undeveloped and

covered by native vegetation. There are scattered residences to the north, south and west, with the Cabezon development to the east across Unser Boulevard.

ZONING:

Two different zoning districts are on the subject property. Zoning of Unit 10, Block 29, Lots 1-7 is C-1/Retail Commercial per Ordinance 11, Enactment No 06-10. In the subject property, lots in Block 28 of Unit 10 are zoned MU-A /Mixed Use Activity Center with development occurring per the Unser Gateway West Vicinity Plan. Parcel A reflects this C-1 and MU-A designations as zoning along frontage on public rights-of-way automatically extend to the centerline.

Zoning of nearby property to the north across 19th Avenue SE is R-1/ Single Family Residential. Lots to the west and south are zoned either MU-A or R-1/ Single Family Residential. The property across Unser Boulevard to the east is zoned Special Use for commercial/office and Special Use for hospital and related uses.

FINDINGS OF CONFORMANCE WITH CITY PLANS, POLICIES & REGULATIONS:

CONFORMANCE WITH THE CITY ZONING ORDINANCE

Code of Ordinances, Chapter 150.07(A): Amendments requires that an applicant file a zone map amendment to the Governing Body through the Planning & Zoning Board.

FINDING: The zone map amendment conforms to this ordinance. **CONFORMS**

CONFORMANCE WITH THE CITY COMPREHENSIVE PLAN

LAND USE AND ECONOMIC DEVELOPMENT: Originally, the City's *Preferred Growth Scenario* map was silent on proposed land uses for the subject properties. However, changing circumstances in surrounding land use indicate a move towards retail commercial development. The more recent adoption of retail commercial and mixed-use zones for adjoining properties at the Unser Gateway and Cabezon Communities affirms that the City envisions this southern portion of Unser Boulevard to be an important area for the generation and retention of gross receipts tax revenues. Amending the zoning of the subject properties furthers this aim.

TRANSPORTATION: Both Unser Boulevard and 19th Avenue (Westside Boulevard) are major arterials in the City's transportation plan—affording an ideal site for commercial development. Nevertheless, the entire right-of-way width for 19th Avenue (Westside Boulevard) has yet to be acquired by the City. Additionally, per City Department of Public Works and Middle Rio Grande Council of Governments standards, access is limited along these major arterials. Both right-of-way acquisition and access will be determined at the subdivision and/or site plan review phases.

FINDING: The zone map amendment conforms to the *Vision 2020 Integrated Comprehensive Plan.* **CONFORMS**

CONFORMANCE WITH THE UNSER GATEWAY WEST VICINITY PLAN

The *Unser Gateway West Vicinity Plan* is an approved specific area plan. This type of plan is listed as a Level 5 plan in the *Vision 2020-Integrated Comprehensive Plan*. The *Unser Gateway West Vicinity Plan* further notes that the subject property is eligible for C-1 zoning in the Future Land Use Map.

FINDING: The zone map amendment is recommended by the *Unser Gateway West Vicinity Plan.* **CONFORMS**

ZONING JUSTIFICATION:

1. *A proposed zone map amendment must be found to be consistent with the health, safety and general welfare of the City.*
   FINDING: The proposed zone map amendment is consistent with the health, safety and general welfare of the City. **CONFORMS**
2. *Stability of land use and zoning is desirable; therefore, the applicant must provide a sound justification for the change. The burden is on the applicant to show why the change should be made, not on the City to show why the change should be made.*
   FINDING: The agent has provided a justification for this zone map amendment, addressing each criterion as outlined in the ordinance and within this briefing memorandum. See **ATTACHMENT III**. **CONFORMS**
3. A proposed change shall not be in significant conflict with adopted elements of the Comprehensive Plan or other City master plans and amendments thereto including privately developed area plans, which have been adopted by the City.
   FINDING: The proposed zone map conforms to the *Vision 2020 Integrated Comprehensive Plan*. The proposed Special Use for C-1 Uses varies from the proposed zoning in the Unser Gateway West Vicinity Plan. However, since that plan and zoning were adopted in 2002, many changes have occurred in this region of the City. The proposed zone map amendment updates the zoning to reflect those changes. See **ATTACHMENT IV**. **CONFORMS**
4. *The applicant must demonstrate that the existing zoning is inappropriate because:*
   a. *There is an error when the existing zone map pattern was created, including the placement of a R-1 or transitional zone on an antiquated plat filed before the City's incorporation and adoption of its own Zoning Code or on land annexed by the City, or*
   b. *Changed neighborhood or community conditions justify the change, or*
   c. *A different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other City master plan, even though (1) or (2) above do not apply. Applicant's reliance on this provision requires proof that (a) there is a public need for a change of the kind in question, and (b) that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.*

   FINDING: The agent notes that, in this case, both the "b" and "c" options apply. Looking at "b" (Changed Neighborhoods) the agent notes the rezoning and development of Cabezon, starting in 2004. Proposed land uses across Unser

Boulevard are now a mixed-use development and a hospital. Uses proposed in this complex would provide supporting services for the hospital and visitors to the shopping center. As for the "c" option, the proposed SU for Commercial Uses with an updated master plan provides more oversight on any development on the subject property (**SEE ATTACHMENT III). CONFORMS**

5. *The cost of land or other economic considerations pertaining to the applicant shall not be the determining factor for a change of zone.*
   FINDING: CONFORMS
6. *Location on a collector or major street is not in itself sufficient justification of apartment, office or commercial zoning.*
   FINDING: CONFORMS
7. *A zone change request, which would give a zone different from surrounding zoning to one small area, especially when only one premise is involved, is generally called a "spot zone". Such a change of zone may be approved only when (1) the change will clearly facilitate realization of the Comprehensive Plan and any applicable adopted sector development plan or area development plan; or (2) the area of the proposed zone change is different from surrounding land because it could function as a transition between adjacent zones; because the site is not suitable for the uses allowed in any adjacent zone due to topography, traffic or special adverse land uses nearby; or because the nature of structures already on the premises makes the site unsuitable for the uses allowed in any adjacent zone.*
   FINDING: The proposed zoning expands the planned area and allows a unified base for future development of the subject property.
   CONFORMS

ALTERNATIVES:

The Governing Body has four alternatives on the disposition of this request and may:

1. Approve the zone map amendment;
2. Approve the zone map amendment with conditions;
3. Deny the zone map amendment;
4. Postpone its decision to allow for further review and consideration.

DEPARTMENT RECOMMENDATION:

The Development Services Department recommends that the Governing Body **APPROVE** the zone map amendment with the following findings of fact:

FINDINGS OF FACT:

GENERAL FINDINGS:

1. The Governing Body has jurisdiction over the applicant's request for approval of a zone map amendment.
2. The property owner has authority to apply for a zone map amendment.
3. The applicant and adjacent property owners received due process, as proper notice and a full opportunity to present views were given.

SPECIFIC FINDINGS IN ADDITION TO THE GENERAL FINDINGS INCLUDE:

1. The application for zone map amendment before the Governing Body satisfies the requirement of *Code of Ordinances*, Chapter 150.07(A): Amendments.
2. The zone map amendment may facilitate future lot consolidation and infill of commercial development within the area to service nearby residences and hospital.
3. The proposed zone change is consistent with the health, safety, morals and general welfare of the City because it will promote commercial development within a master planned area, in an appropriate location within the City.
4. The requested zone designation will require site plan approvals and other controls which will promote the health, safety, morals and general welfare of the City.
5. The SU designation and requisite site plan approval required prior to development of the SU/ C-1 zoned land will afford protection to adjacent properties by requiring concentration of uses, location of parking areas between uses and imposing buffered areas between the residential and commercial uses.
6. The location of commercial development next to other commercial development and health facilities is in accordance with the principles and policies contained within the adopted Comprehensive Plan.
7. A SU/ C-1 zone designation better conforms to the planned area and planned uses will be within walking distances of residential development. The proximity of retail, office, and medical services will be conveniently located for residents and for visitors/employees to the master planned complex.
8. Commercial development is appropriate when the property is located near major intersections. The property proposed to be rezoned is located at the intersection of Unser Blvd., and 19th Avenue (Westside Blvd.).
9. The requested designation conforms to the Vision 2020 ICIP and the original intent of the *Unser Gateway West Vicinity Plan* as it pertains to planned nodal development as articulated in the Comprehensive Plan.
10. The proposed uses will complement and support other planned uses in the area which include residential uses, hospital and other related medical office uses.
11. The proposed zone designation may further the principles and policies contained with the Comprehensive Plan that pertain to infill development and the generation of gross receipts tax revenue.

REVIEWED BY:

☐ City Attorney	☒ Police
☒ Development Services	☒ Public Works
☐ Financial Services	☒ RRPS
☒ Fire and Rescue	☒ SSCAFCA
☒ Parks, Rec. and Com. Services	

OTHER DEPARTMENTS/AGENCIES COMMENTS:

The proposed development on the subject property has been discussed at two Development Review Committee meetings. Staff from the City, Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA) and Rio Rancho Public Schools has all provided comments and recommendations to the developer and the various agents. These comments address various elements of the site plan and will be included with future site plan reviews.

PLANNING & ZONING BOARD:

This matter was brought before the Planning and Zoning Board on November 10, 2009. The Board voted 7-0 to recommend approval with conditions, as listed in the ordinance.

NOTIFICATIONS:

Neighboring property owners were notified by Certified Mail on November 2, 2009 providing them with notice of the Planning & Zoning Board hearing on November 10, 2009 and the Governing Body hearing on November 18, 2009. Development Services staff also posted a legal notice in the *Albuquerque Journal* on November 2, 2009 and a sign on the property on November 3, 2009. All notification requirements for this hearing have been met.

PREPARED BY: _____ DW **DATE:** 11/12/09

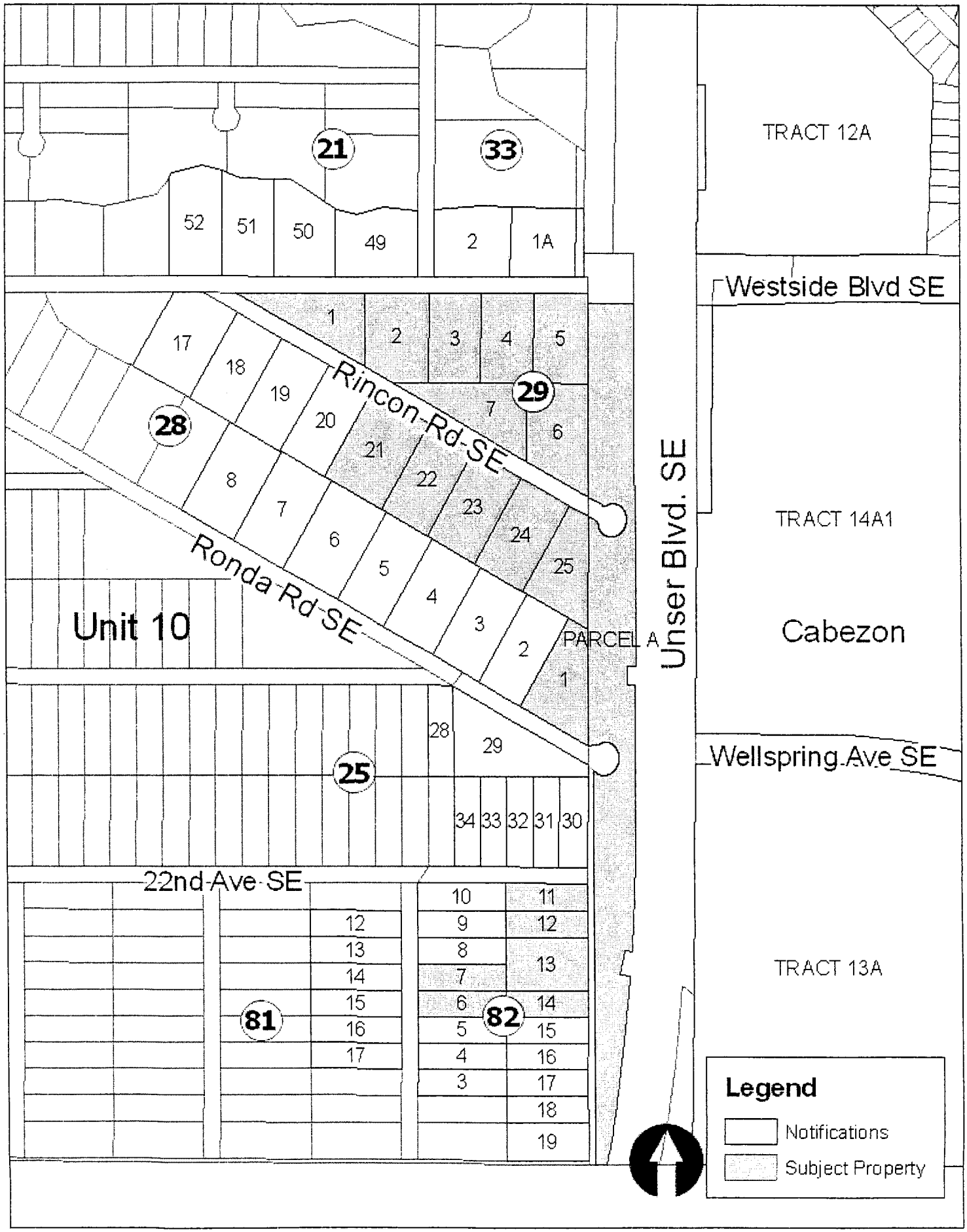
DIRECTOR: _____ **DATE:** 11-12-09

CITY MANAGER: _____ **DATE:** _____

ATTACHMENT I: Location Map
ATTACHMENT II: Application 09-100-00026
ATTACHMENT III: Agent's Letter 9/28/09
ATTACHMENT IV: Draft Ordinance & Exhibit A

ATTACHMENT I

Location Map
Petroglyph Plaza



Rio Rancho
City of Vision

RECEIVED
SEP 30 2009
By S.W.

City of Rio Rancho
Development Services
3200 Civic Center Circle NE, 1st Floor
Rio Rancho, NM 87144
(505) 891-5005 Fax: (505) 896-8994

Zone Map Amendment ~~and Site Plan Approval~~ Z.M.A.

09-10000026

Fees

Less than one (1) acre	$ 266.00
One (1) to 4.99 acres	$ 531.00
Five (5) to 9.99 acres	$ 797.00
Ten (10) to 49.99 acres	$1,063.00
Fifty (50) to 100 acres	$1,328.00
Over 100 acres	$1,328.00 for the first 100 acres + $ 266.00 Per each additional acre(s) or portion thereof.

Applicant

Name (Print): Petroglyph Real Estate Development, LLC.

Address: 8020 Constitution Pl. NE 2nd Floor

City: Albuquerque State: NM Zip: 87110

Phone (W): 505-998-3096 Phone (Other):

Email: sam.brandt@xraynm.com

Proprietary interest in site: Owner

List ALL owners: Board of Directors of the X Ray Associates of New Mexico (a limited liability company of the State of New Mexico)

Agent

Name (Print): Joshua J. Skarsgard

Address: 8220 San Pedro NE Suite 500

City: Albuquerque State: NM Zip: 87113

Phone (W): 505-262-2323 Phone (Other):

Email: josh@skarsgardfirm.com

Description of Request: Site is currently zoned CU-2 and MU-A. We are requesting a zone change to **SU-1 for C-1 uses.**

Legal Description of Property

Existing

Subdivision/Unit: Rio Rancho Estates Unit 10 Lots 1-7 Blk 29, ~~Lot 4~~ Lot 1 and Lots 21-25 ~~21-25~~ Blk 28

Tract/Parcel: Zoning: ~~CU-2~~ and MU –A

C-1

Proposed

Subdivision/Unit: Rio Rancho Estates Unit 10 Lots 1-7 Blk 29, ~~Lot 4~~ Lot 1 and Lots 21-25 Blk 28

Tract/Parcel: **Zoning: SU-1 for C-1 uses.**

Site Map of Property

Comprehensive Plan and Sub-Plan Checklist (continued)

☑ Land Uses
- Single Family and Multi-Family Residential by Density
- Commercial and Office
- Public and Institutional
- Manufacturing
- Mixed Uses
- Open Space

☑ Socio-Economic Impacts
- Demographics
- School Impacts
- Employment
- Market Conditions
- Fiscal Analysis (if applicable)

II. Regulations

☑ Zoning
- Residential Districts
- Commercial Districts
- Mixed Use Districts
- Lot Size, Height, Setbacks, Density, Floor Area Ratio (FAR)

☑ Design Guidelines
- Street Design
- Grading and Drainage
- Lighting
- Parking
- Landscaping
- Signs
- Walls and Fences
- Courtyards, Plazas, and Public Spaces
- Building Form

☑ Homeowner and/ or Business Association - CCR's

☐ Development Agreement - City and XRay (send templates) (Impact Fees)
no enough info to put this together yet.

Notes

1.

Zone Atlas Page(s): Page 37 No. of existing lots:20 No of proposed lots: 11 lots

Total area of site (acres): 20 acres +/-

Density (if applicable): dwelling units per acre: N/A

Location of property by streets: On or Near Southwest corner of Unser and 19 th street / Westside Blvd.

Between _____ And _____

Check off if project was previously reviewed by:

☐ Sketch Plat/Plan ☐ Pre-application ☑ Review/DRC Date of Review: July 9, 2009

(Print) Name: Joshua J. Skarsgard

☐ Applicant ☑ Agent

Signature: _____ Date: 9/29/09

Additional Explanation/Justification of Request

This request is for a zone change to SU-1 for C-1 uses on the whole site. This is primarily due to the fact that this project straddles two zonings. The MU-A zone (attached) requires a site plan but the straight C-1 would not. The City of Rio Rancho wants to see a site plan for the whole thing, We are requesting Master Plan approval as well such that future changes to the site can be handled administratively as opposed to continuous to the Planning and Zoning Commission.

For Office Use Only

☐Internal Routing	Application Case Numbers	Action	Fees	Receipt
☐All Check list(s) Complete				
☐All Fees Collected	09-10000026			
☐Case Numbers Assigned				
☐Case History Listed				

Staff Signature: _____ Date: _____

Hearing Date: _____ Actual Hearing Date: _____

Action Taken: _____

If Platting approved, Date Filed with County Clerk: _____

Book: _____ Page: _____ Subdivision: _____

THE Skarsgard Firm

JOSHUA J. SKARSGARD, ESQ.
ATTORNEY AT LAW

GORDON L. SKARSGARD, ESQ.
ATTORNEY AT LAW

8220 SAN PEDRO NE, SUITE 500
ALBUQUERQUE, NM 87113

TEL: (505) 262-2323
FAX: (505) 998-9099

September 28, 2009

Ms. Shannon Eubanks
City of Rio Rancho – Planning Department
3200 Civic Center Circle NE
Rio Rancho, NM 87144

RE: Petroglyph Real Estate Development, LLC Zone Map Amendment, Master Plan and Site Plan Application

Dear Mrs. Eubanks:

Please be advised that this office, The Skarsgard Firm, P.C., represents the landowner of the south west corner of Unser and 19th Avenue, Petroglyph Real Estate Development, LLC (hereafter "Applicant"), in regards to the attached zone map amendment from MU-A & C-1 to SU-1 for C-1 uses and adoption of a master plan (hereafter "Application") before the City of Rio Rancho Planning and Zoning Board. The Applicant is also seeking a recommendation for Site Plan and Master Plan approval.

What is the Petroglyph Plaza?

The Petroglyph Plaza will consist of a 20 acre (+/-) mixed use development located in the gateway of Rio Rancho (on the southwest corner of Unser and 19th Avenue). The project centerpiece is a planned 100,000+ square feet medical office building that will be home to an Urgent Care, X Ray Associates of New Mexico Imaging Center, and additional health care professionals. The balance of the 20+ acre campus will include commercial opportunities for the surrounding community in the form of nine (9) retail pad sites with potential end users ranging from hotels to gas stations to restaurants. The Petroglyph Plaza has also planned for the relocation of the storm drain pond for the Special Assessment District 7A ("SAD 7A") to the south of Ronda Road and adjacent to Unser Road, where it will become a joint use facility allowing for adequate storm water discharge as well as a regional park containing a youth soccer field and related equipment. The extensive infrastructure and park improvements have given rise to the Applicant submitting a GRIP application to aid in the reimbursement of these community-wide facilities.

Zone Map Amendment Justification Pursuant to Section § 150.07 PRRO 2003

Master planning should be required for large-scale development. Page 5.1.5 of Comprehensive Plan

APPLICANT: The Application will be consistent with the adopted elements of the Comprehensive Plan by "*promoting development of high-density, mixed use activity centers*" at the development node forming at the corner of 19th Avenue and Unser Blvd. The medical office buildings and retail/commercial pads will provide for a nice mix of uses and at densities that will support the kind of responsible urban development clearly articulated in the City of Rio Rancho Comprehensive Plan.

Consistent with Page 5.1.5 of the Comprehensive Plan, the Applicant is requesting a Master Plan and Site Plan approval for the mixed use development. Additionally, the Petroglyph Plaza will "*Promote infill and limit strip commercial and sprawling disjointed development,*" by creating one development entity that mandates via the CCR's a visually cohesive collection of buildings (with "earth tones" and stacked stone and stucco finishes) with a transportation and circulation plan that supports walkability and pedestrian-oriented uses (bicycle lanes, sidewalks, benches, landscaping, etc.). The master plan application is attempting to avoid a "discjointed" development that typically results in side by side "strip centers." We believe the Petroglyph Plaza is exactly the kind of project that the City of Rio Rancho is seeking and it is certainly congruent with the policies of the Comprehensive Plan.

4. The applicant must demonstrate that the existing zoning is inappropriate because:

   (a) there was an error, mistake or is necessary to correct and injustice that occurred when the existing zone map pattern was created, including the placement of a R-1 or transitional zone on an antiquated plat filed before the City's incorporation and adoption of its own Zoning Code or on land annexed by the City, or, **NOT APPLICABLE**

   (b) changed neighborhoods or community conditions justify the change, or

APPLICANT: The neighborhood surrounding the Petroglyph Plaza has changed considerably hence, justifying the requested zone map amendment. Specifically, across Unser Blvd. there is a regional hospital and medical office complex being constructed by Presbyterian Healthcare Services, as well as a outdoor "lifestyle" shopping center proposed that would contain a proposed movie theatre and shops. The high density projects across from Unser Blvd. have provided a change that renders the current zoning (MU-A and C-1) obsolete, in that a larger parcel of land (20+ acres) requires uniformed zoning (SU for C-1 uses) for the master planned Petroglyph Plaza.

   (c) a different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other City master plan, even though (1) or (2) above do not apply. Applicant's reliance on this provision requires proof that (a) there is a public need for a change of the kind in question, and (b) that

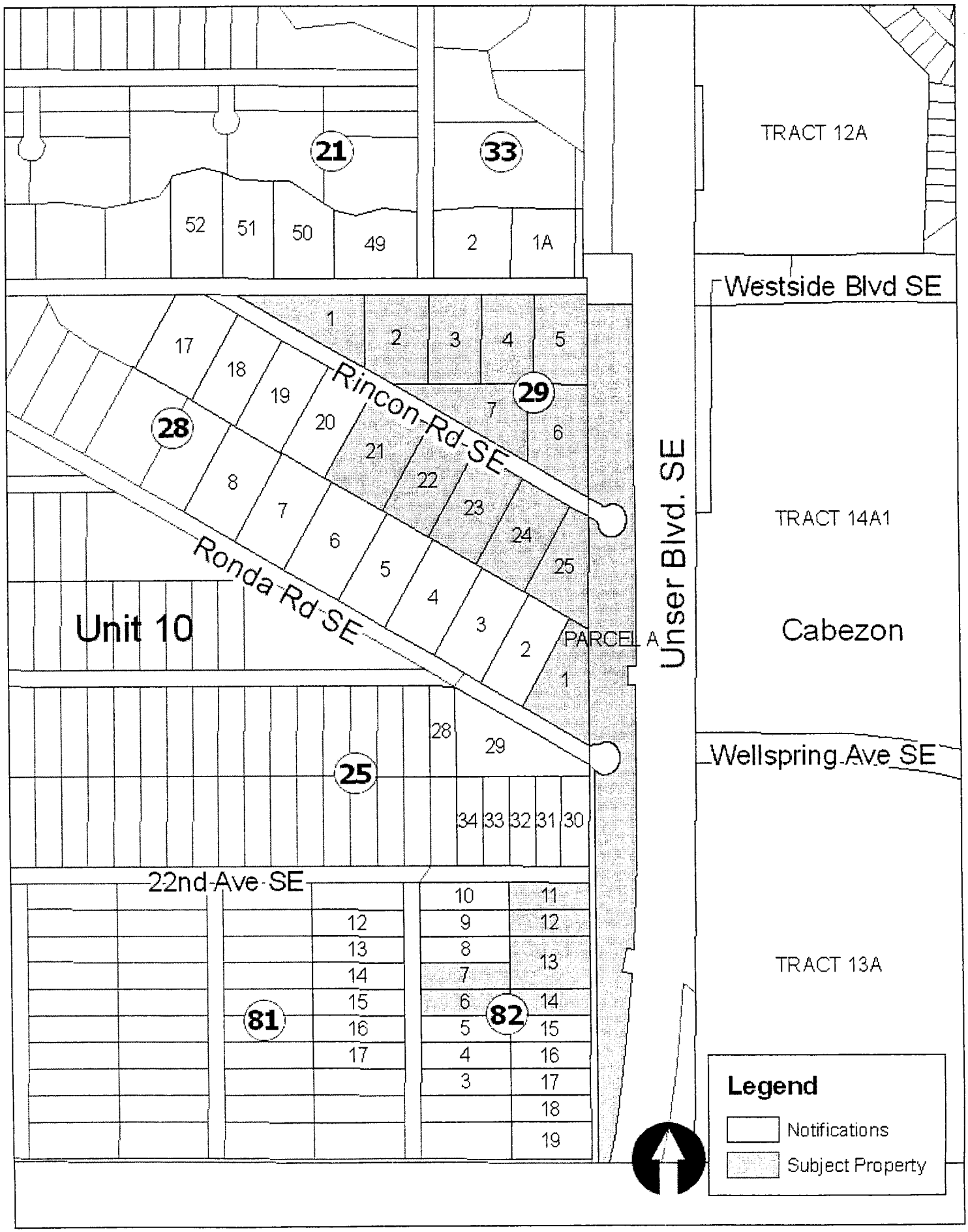
Sincerely,

Josh Skarsgard, Esq.
The Skarsgard Firm, P.C.

Cc: The Board of Directors of X Ray Associates of New Mexico
D. Mark Goodwin and Associates, Inc. (Civil Engineer)
Studio Southwest Architects
Terry Brown, P.E.

Location Map
Petroglyph Plaza

EXHIBIT A



BEFORE THE GOVERNING BODY
OF THE
CITY OF RIO RANCHO, NEW MEXICO
FINDINGS OF FACT
In the Matter of:
Master Plan 09-400-00004

The applicant requests approval of a zone map amendment from C-1/Retail Commercial District on 8.07 acres (property legally described as Unit 10, Block 29, Lots 1-7) and from Mixed-Use Activity Area subject to the Unser Gateway West Vicinity Plan on 6.65 acres (property legally described as Unit 10, Block 28, Lots 1, 20-25) to Special Use for C-1 Commercial Uses for a commercial-office development.

APPLICANT: Petroglyph Real Estate Development LLC

THIS MATTER, having come before the Governing Body on the 18th day of November 2009, the Governing Body having taken evidence and considered the merits;

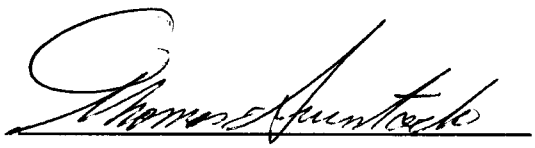
THE GOVERNING BODY HEREBY FINDS:

GENERAL FINDINGS:

1. The Governing Body has jurisdiction over the applicant's request for a master plan amendment.
2. The applicant has authority to apply for a master plan amendment.
3. The applicant and adjacent property owners received due process, as proper notice and a full opportunity to present views were given.

SPECIFIC FINDINGS IN SUPPORT OF THE GENERAL FINDINGS INCLUDE:

1. The proposed Master Plan amendment is consistent with the health, safety, morals and general welfare of the City because it will promote commercial development within a master planned area, in an appropriate location within the City.
2. The proposed amendment to the *Unser Gateway West Vicinity Plan* is consistent with *Vision 2020-ICP's Plans, Policies and Objectives* with respect to promoting infill development, gross receipts tax revenue, community health and open space.
3. The change in land use designation from Commercial and Mixed-Use Activity Districts to Special Use for C-1/ Commercial Uses will provide ample opportunity for development of a commercial-office complex that will benefit the entire city and will be compatible with the adjacent land uses.
4. The proposed Amendment to the Master Plan primarily serves to impose development controls which will promote the health, safety, morals and general welfare of the City.
5. The proposed amendment does not alter the original intent of the plan adopted; the *Unser Gateway West Vicinity Plan* was created for the subject area.
6. The master plan requires certain design guidelines for development that will ensure quality development that is compatible with surrounding existing and future development. Such guidelines include but are not limited to restriction on location of uses by type, architecture design standards, signage controls and other guidelines that are not otherwise contained within the standard zoning ordinance or the existing vicinity plan.
7. Development within the master planned area will be subject to the restrictions/requirements contained in the master plan and the C-1 zoning district. Where conflict may exist, the most restrictive requirement shall apply.



Thomas Swisstack, Mayor

11/20/09

Date

D-5

BEFORE THE GOVERNING BODY
OF THE
CITY OF RIO RANCHO, NEW MEXICO
FINDINGS OF FACT
In the Matter of:
Zone Map Amendment 09-100-00026

The applicant is requesting approval of a zone map amendment from C-1/Retail Commercial District on 8.07 acres (property legally described as Unit 10, Block 29, Lots 1-7) and from Mixed-Use Activity Area subject to the Unser Gateway West Vicinity Plan on 6.65 acres (property legally described as Unit 10, Block 28, Lots 1, 20-25) to Special Use for C-1 Commercial Uses for a commercial-office development

APPLICANT: Petroglyph Real Estate Development LLC

THIS MATTER, having come before the Governing Body on the 18th day of November 2009, the Governing Body having taken evidence and considered the merits;

THE GOVERNING BODY HEREBY FINDS:

GENERAL FINDINGS:

1. The Governing Body has jurisdiction over the applicant's request for approval of a zone map amendment.
2. The property owner has authority to apply for a zone map amendment.
3. The applicant and adjacent property owners received due process, as proper notice and a full opportunity to present views were given.

SPECIFIC FINDINGS IN ADDITION TO THE GENERAL FINDINGS INCLUDE:

1. The application for zone map amendment before the Governing Body satisfies the requirement of *Code of Ordinances*, Chapter 150.07(A): Amendments.
2. The zone map amendment may facilitate future lot consolidation and infill of commercial development within the area to service nearby residences and hospital.
3. The proposed zone change is consistent with the health, safety, morals and general welfare of the City because it will promote commercial development within a master planned area, in an appropriate location within the City.
4. The requested zone designation will require site plan approvals and other controls which will promote the health, safety, morals and general welfare of the City.
5. The SU designation and requisite site plan approval required prior to development of the SU/ C-1 zoned land will afford protection to adjacent properties by requiring concentration of uses, location of parking areas between uses and imposing buffered areas between the residential and commercial uses.
6. The location of commercial development next to other commercial development and health facilities is in accordance with the principles and policies contained within the adopted Comprehensive Plan.
7. A SU/ C-1 zone designation better conforms to the planned area and planned uses will be within walking distances of residential development. The proximity of retail, office, and medical services will be conveniently located for residents and for visitors/employees to the master planned complex.
8. Commercial development is appropriate when the property is located near major intersections. The property proposed to be rezoned is located at the intersection of Unser Blvd., and 19th Avenue (Westside Blvd.).
9. The requested designation conforms to the Vision 2020 ICIP and the original intent of the *Unser Gateway West Vicinity Plan* as it pertains to planned nodal development as articulated in the Comprehensive Plan.
10. The proposed uses will complement and support other planned uses in the area which include residential uses, hospital and other related medical office uses.

11. The proposed zone designation may further the principles and policies contained with the Comprehensive Plan that pertain to infill development and the generation of gross receipts tax revenue.

11/20/09

Thomas Swisstack, Mayor **Date**

DEVELOPMENT SERVICES DEPARTMENT— TRANSMITTAL AND REVIEW SHEET

DATE: October 1, 2024

TO:
(X) Development Services – Matt Geisel, David Serrano, Amy Rincon, Brian Babyak, Peter Prukop
(X) Fire and Rescue – James Wenzel, Gerard Bauer
(X) Police – Scott Pope
(X) SSCAFCA – Andy Edmondson, Sara Rassa
(X) Parks and Recreation - Dyane Sonier
(X) Rio Rancho Public Schools – Michael Baker
(X) MRCOG – Peach Anderson-Tauzer

FROM: Development Services Department, Planning & Zoning Division

RE: Site Plan DSD #24-160-00005 (1920 Westside/1910 Westside)

The applicant, Anthony Del Angel, through his agent, Isabella, of Jeebs and Zuzu, requests approval of a Site Plan for the lots legally described as PMP, Blk A, Lots 3A1 and 3A2. The subject property consists of 2 lots that measure .77 and .66 acres, that will be eventually be combined into one lot via a summary plat. The property is zoned SU for C-1: Retail Commercial, and the site plan entails a proposed building and parking lot expansion for the existing building.

Please review and provide recommendations, comments or corrections on this form and return via hand delivery, fax or e-mail by **Tuesday, October 8, 2024**. If redline comments are made on the application, please also provide me with a copy. Please contact Liz Ruiz Carlos at 505-896-8785 or e-mail lruizcarlos@rrnm.gov if you have any questions or would like to review a hard copy at my office.

This item has been reviewed and is hereby:
(_) RECOMMENDED FOR APPROVAL
(_) RETURNED FOR REVISIONS RESUBMITTAL REQUIRED
(_) RETURNED WITH COMMENTS RESUBMITTAL NOT REQUIRED

PRCS defers to DSD for any requirements, recommendations or approvals, however the same comments provided for DRC case #24-250-00031 for the 8/22/24 still apply as cut and pasted as follows. Some but not all items have been addressed/provided.
With the expansion of the developed property (project) to the west to include additional site parking and related landscaping, the streetscape landscape palette established with the original development should continue along the property fronting Westside Blvd. The additional landscaping should also conform with any Petroglyph Medical Plaza Master Plan landscaping requirements and percent landscape cover addressed in Municipal Code 154.61 B. 3 – at a minimum. The following are standard statements/ requirements for landscaping and the new handicap parking places as well as any striping or signage related to those spaces and access aisles: If the project moves forward, and when preparing final site plan and construction plan sets: verify that the appropriate zoning requirements mentioned above are being met. Ensure the construction plan sets have a plant legend with plant names, quantities, size; that each individual planter area (in square feet) is indicated on the plan and included on a table that summarizes total amount of landscape required, total amount provided (sum of the parts). Indicate where the irrigation meter, its size; the backflow preventer, its type; and the controller/master valve locations are. Irrigation backflow preventer will need to be registered and tested per ordinance 54.0. Verify that handicap parking spaces are designed and constructed as ADA compliant – with no slope (run, cross slope, etc.) within the handicap parking space and aisle – greater than 2.083% in any given direction. For the HC accessible route to the building, the route shall also have a cross slope no greater than 2.083% and the run (direction of travel between parking space and building) has a slope no greater than 5%. For the accessible aisle adjacent to the handicap parking space, follow the NM Statute which requires that the striped area meet the requirements set out in NMSA 66-1- 4.1.B] and that 1' high letters that are at least 2" wide stating NO PARKING are stenciled in the aisle. Please reference the Parking Lot Checklist provided by the NM Governor's Commission on Disability for parking space and sign requirements found at: http://gcd.state.nm.us/wp-content/uploads/2018/11/2015-NM-Accessible-Parking-FINAL2.pdf. Page 7 of this checklist also clearly shows the type and color/s of handicap parking signs (New Mexico specific) to be installed, as well as the language required per State Statute.

Dyane N. Sonier *10/02/2024*

Reviewer Date

The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 ● Fax (505) 896-8994

October 3, 2024

RE: Site Plan
Case No. 24-160-00005
1920/1910 Westside Blvd SE

Dear Property Owner:

You are receiving this certified notice because your property abuts a site where a land development decision is required by the Governing Body.

The applicant, Anthony Del Angel, through his agent, Isabella, of Jeebs and Zuzu, requests approval of a Site Plan for the lots legally described as PMP, Blk A, Lots 3A1 and 3A2. The subject property consists of 2 lots that measure .77 and .66 acres, that will be eventually be combined into one lot via a summary plat. The property is zoned SU for C-1: Retail Commercial, and the site plan entails a proposed building and parking lot expansion for the existing building.

The **Governing Body** will consider the request on **Thursday, October 24, 2024** at 6:00 pm in the **Council Chambers** and **Virtually** as a hybrid meeting, through the **Zoom link and number below.**

On the back of this letter is a location map of the project, with the subject property identified with the black outline.

If you would like to comment on this application, you are encouraged to send in comments in writing, which will be presented to the Governing Body. This Governing Body meeting will be hybrid with options to participate virtually or in person. The City highly encourages citizens to watch the meeting live on the City's website www.rrnm.gov or on Sparklight cable channel 56.

For the **Governing Body Meeting**, to participate virtually: Join via computer: https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGVOczF4MDN0UT09 Meeting ID: 853 0235 3741 Passcode: **789419** Join via phone: 1-346-248-7799 US

Please do not hesitate to contact me via e-mail me at lruizcarlos@rrnm.gov or call me at 505-896-8785, if you have any questions concerning this matter. The agenda for this hearing and related staff reports will be posted on the City's website, www.rrnm.gov, the Friday before the hearing.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Please contact the City Clerk if a summary or other type of accessible format is needed.

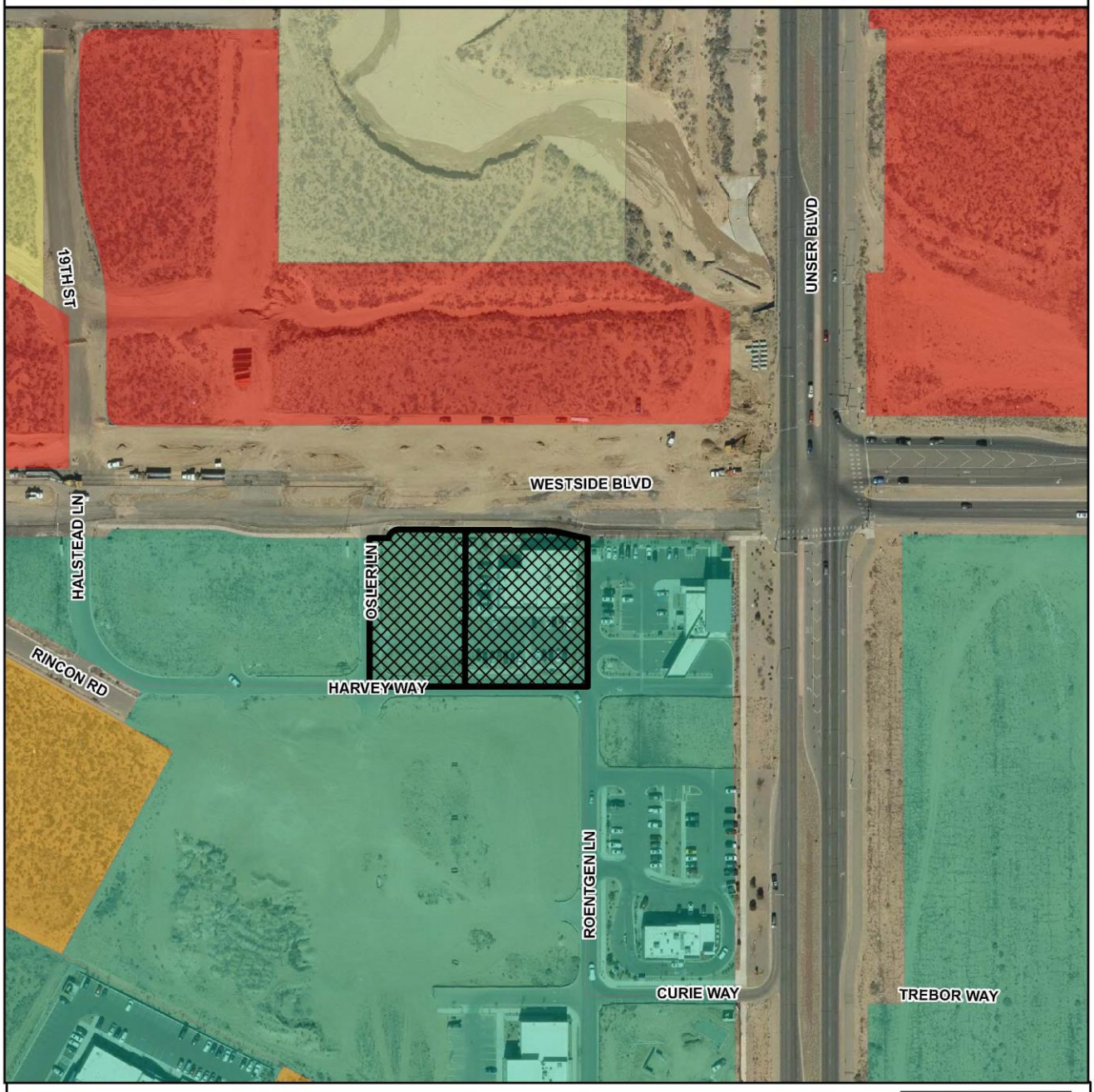
Respectfully,

Liz Ruiz Carlos
Municipal Planner II
Development Services Department
City of Rio Rancho

The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 ● Fax (505) 896-8994

SITE PLAN APPROVAL
1910 & 1920 WESTSIDE BLVD SE



City of Vision

CITY OF RIO RANCHO
PUBLIC HEARING NOTICE

The GOVERNING BODY of the CITY of RIO RANCHO will consider the following matters at its regularly scheduled meeting at 6:00 p.m. on Thursday, October 24, 2024:

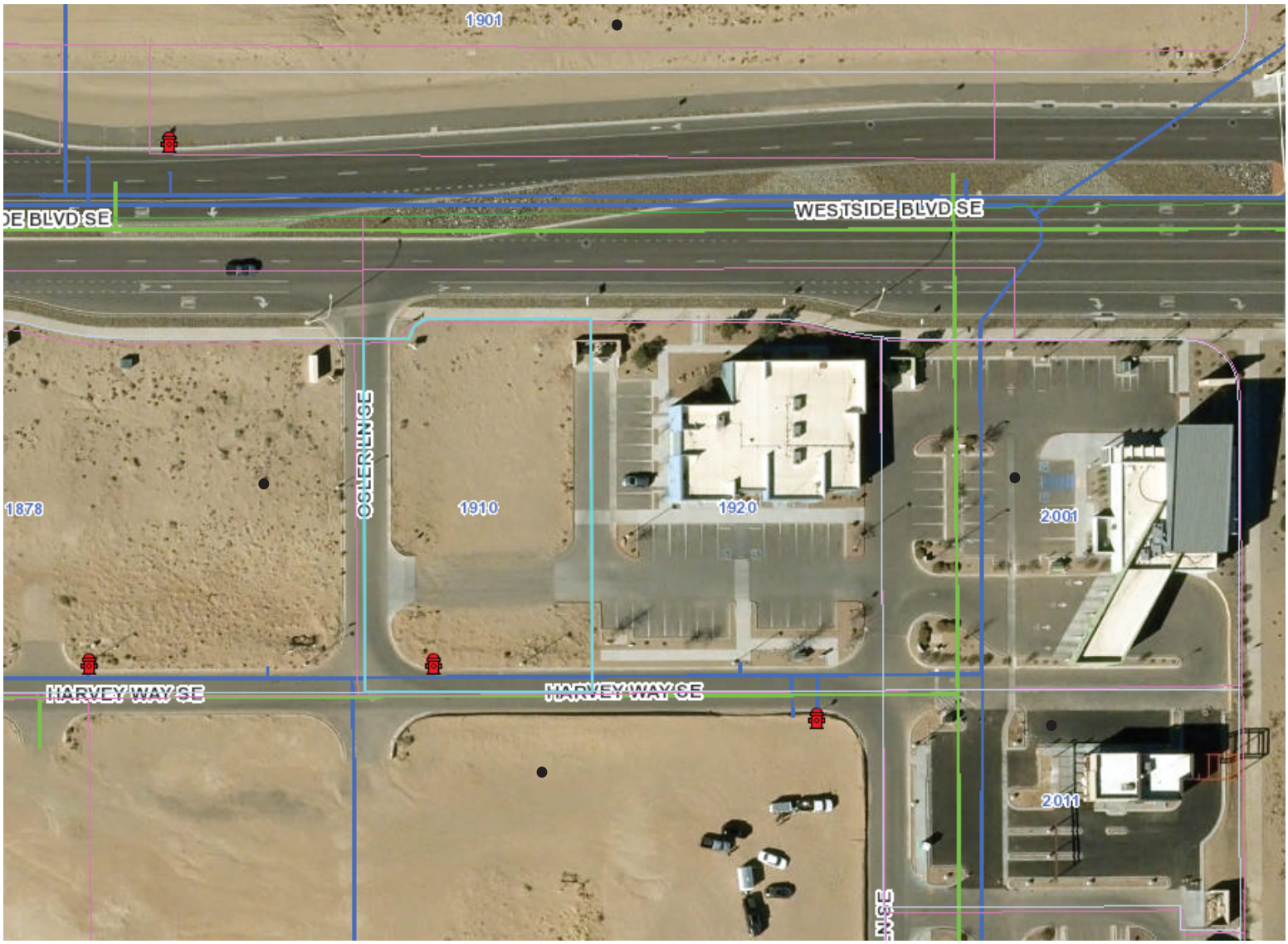
Site Plan
Case #24-160-00005
The applicant, Anthony Del Angel, through his agent, Isabella, of Jeebs and Zuzu, requests approval of a Site Plan for the lots legally described as PMP, Blk A, Lots 3A1 and 3A2. The subject property consists of 2 lots that measure .77 and .66 acres, that will eventually be combined into one lot via a summary plat. The property is zoned SU for C-1: Retail Commercial, and the site plan entails a proposed building and parking lot expansion for the existing building.

Text Amendment
Case #24-105-00003
Ordinance Amending THE RIO RANCHO CODE OF ORDINANCES TITLE XV LAND USAGE, CHAPTERS 154, SECTIONS 154.05, 154.08, 154.09, 154.10, 154.11, 154.12, 154.19 AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at www.rrnm.gov. Materials related to these items are available for viewing in the Development Services Department at City Hall.

If you would like to comment on any of these applications, you are encouraged to submit a written comment to planning@rrnm.gov. Written comments will be inserted into the public record.

Journal: October 9, 2024



Notice Map: • - Certified mail to adjacent property owners

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D43

AGENDA DATE:
October 24, 2024

DEPARTMENT:
City Clerk

SUBJECT:
D43, Approval for Poke Serrano, LLC, DBA Poke Serrano & Sweet Cup (The "Applicant") located at 3755 Southern Blvd., SE, Rio Rancho, NM 87124 for a Restaurant B Beer, Wine & Spirts Liquor License with On-Premises Consumption Only with Patio Service

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 for the issuance of a Restaurant B, Beer, Wine & Spirts Liquor License with on-premises consumption only to include patio service for Poke Serrano located at 3755 Southern Blvd SE, Rio Rancho, NM 87124.

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: Poke Serrano

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

September 10, 2024

Certified Mail No.: 7021 2720 0001 2205 2270

City of Rio Rancho
City of Rio Rancho
Attn: Noel C. Davis, City Clerk
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Lic. No. /Appl. No.:
Name of Applicant: Poke Serrano, LLC
Doing Business As: Poke Serrano & Sweet Cup
Proposed Location: 3755 Southern Blvd., SE, Rio Rancho, New Mexico 87124

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 RESTAURANT B – BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

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,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@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
4. Copy of Floor Plan

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D44

AGENDA DATE:
October 24, 2024

DEPARTMENT:
City Clerk

SUBJECT:
D44, Approval for LFG Enterprises, LLC, DBA Screaming Coyote Restaurant (the "Applicant") located at 2500 Mariposa Parkway Suite 200, Rio Rancho, NM 87144 for issuance of a Restaurant B, Beer, Wine and Spirts License

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 for the issuance of a Restaurant B, Beer, Wine & Spirts Liquor License with on-premises consumption only for Screaming Coyote Restaurant located at 2500 Mariposa Parkway Suite 200, Rio Rancho, NM 87144.

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: LFG Enterprises

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

CITY CLERK'S OFFICE
SEP 16 '24 PM4:51

September 13, 2024

Certified Mail No.: 7021 2720 0001 2204 9256

City of Rio Rancho
% Rebecca Martinez, City Clerk
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Name of Applicant: LFG Enterprises, LLC
Doing Business As: Screaming Coyote Restaurant
Proposed Location: 2500 Mariposa Parkway Suite 200, 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 Restaurant B Liquor License.

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,

Desirae Griego

Desirae Griego | Admin Law Judge / Hearing Officer
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504
Desirae.Griego@rld.nm.gov | www.rld.nm.gov/abc/
(505)-795-4091

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
JUL 17 2024
ALCOHOLIC BEVERAGE CONTROL

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

Restaurant Liquor License Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $200.00 Received on: _____ Receipt No. _____
License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

TYPE of APPLICATION: *Check appropriate box*

☐ Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: $1,050.00
☑ Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: $10,000.00

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

Applicant /Company Name: **LFG Enterprises, LLC**

D/B/A Name: **Screaming Coyote Restaurant** [redacted]

Email: (required) **jfwilson01@msn.com** Business Phone No: TBD

Mailing Address: **7840 Enchanted Hills Blvd. Suite 101, Rio Rancho, NM 87144**

Physical location, if different: **2500 Mariposa Parkway, Suite 200 Rio Rancho, NM 87144**
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: **Sandoval**

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

As defined in §60-3A-3. V. "Restaurant", *means an establishment having a New Mexico resident as a proprietor or manager … as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; … does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;*
I qualify as a "Restaurant"? ☑ Yes ☐ No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? ☑ Yes ☐ No

Is Food Service Permit current? ☑ Yes, attached ☐ No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu.** ☑ Yes ☐ No

Days and Hours of Operation? Tues - Fri 12 pm - 10 pm

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? ☑ Yes ☐ No

Contact Person: New Mexico Liquor Licenses, LLC c/o Kyla Baker Phone #: 505 980 5614 Email: **kyla@newmexicoliquorlicense.com**

Received
MAY 30 2024
Alcoholic Beverage Control

Application No._____

You must sign before a Notary Public.

I, (print name) Kellen Wilson, as (Title) owner/operator 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.

Signature of Applicant: Kellen Wilson Date: 05/21/24

Notary Public Use Only: (State of NEW MEXICO, County of SANDOVAL)

SUBSCRIBED AND SWORN TO before me this 21st day of MAY, 2024

By Affiant: EDDIE F. WANEK

Notary Public: Eddie F. Wanek

My Commission Expires on: 02/24/2027

STATE OF NEW MEXICO
SEAL
NOTARY PUBLIC
Eddie F. Wanek
Commission No.1139776
February 24, 2027

Local Option District Use Only:

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: ☐Approved ☐Disapproved

Signature of Official: _____ Title: _____

ABC USE ONLY:

☐APPROVED ☐DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

ASSIGNED LICENSE NO. _____ **EXPIRES ON:** _____

Reviewed, with copy sent to Licensee via ☐Email, ☐Fax, ☐1st class mail

By: _____ Date: _____

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): **Mariposa Plaza, LLC**

B. Date and Term of Lease: **01-01-2024 thru 03-31-2025 mo to mo thereafter**

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

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: **St. John Vianney Catholic Church** Miles/feet: **CA 4 Miles**

Address/location of Church: **1001 Meteor Ave NE, Rio Rancho, NM 87144**

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

Name of School: **Vista Grande Elementary School** Miles/feet: **CA Miles** 3.1 miles +/-

Address/location of School: **7001 Chayote Rd. NE, Rio 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): _____

***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.

RioRancho
City of Vision

Development Services Department
Planning and Zoning Division

May 30, 2024

RECEIVED
JUL 03 2024
ALCOHOLIC BEVERAGE CONTROL

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 Walgreens; 2500 Parkway Ave NE, NM 87144.

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

The subject property is known by the legal description of "MARE, TR 1A16A2" and is physically located at 2500 mariposa parkway, NE. The subject property is currently zoned MU-A Mixed Use Activity Center, and the permissive uses for this zoning classification are included in "Attachment A".

The sale of retail goods, products, and services is a permissive use within the MU-A Mixed Use Activity Center zoning classification.

This zoning certification is current as of May 30th 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,

CITY OF RIO RANCHO, NEW MEXICO
A municipal corporation

Sean LaBarbera, Municipal Planner
Development Services Dept., Planning and Zoning Division
Slabarbera@rrnm.gov

UFG Enterprises

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D45

AGENDA DATE:
October 24, 2024

DEPARTMENT:
City Clerk

SUBJECT:
D45, Approval for MSCHIODA, Inc. DBA Sprouts Farmers Market (the "Applicant") located at 3575 NM Highway 528, Rio Rancho, NM 87144 for transfer of New Mexico Dispenser License DIS-000854 (formerly License No.1364)

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 for the transfer of location of NM Dispenser Liquor License No. DIS-000854 with on-premises consumption and package sales at Sprouts Famers Market, 3575 NM Highway 528, Rio Rancho, NM 87144.

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: MSCHIODA

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

September 20, 2024

Certified Mail No.: 7021 2720 0001 2205 2331

City of Rio Rancho
City of Rio Rancho
Attn: Noel C. Davis, City Clerk
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Lic. No. /Appl. No.:	**License No. 1364 | New License No. DIS-000854**
Name of Applicant:	MSCHIODA, Inc.
Doing Business As:	Sprouts Farmers Market
Proposed Location:	3575 NM Highway 528, Rio Rancho, New Mexico 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 OF DISPENSER LIQUOR LICENSE NO. DIS-000854 WITH ON-PREMISES CONSUMPTION AND PACKAGE SALES.

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,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Business Information page of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Premises Information (2 pages) of the Application
3. Copy of the Zoning Statement
4. Copy of the Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000001523

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: MSCHIODA, INC.
Type of Business: Alcohol
Business Structure: Corporation
FEIN: XX-XXX5792
State Tax ID Number: XX-XXXXX-0-02-6
Business Email: chiodamarie@gmail.com
Business Phone: 5059791435

Contact Person Information

Contact Person Name: New Mexico Liquor Licenses, LLC
ATTN: Kyla Stoker
Contact Person Phone: 5059805614
Contact Person Email: kyla@newmexicoliquorlicense.com

Business Mailing Address

Mailing Street: Po Box 3160
Mailing City: Gallup
Mailing State: NM
Mailing Zip Code: 87305
Mailing Country: US

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: _____

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000001523

Premises Information

License Information

License Number: DIS-000854
License Expiration Date: 6/30/25
Current DBA Name: SAMMY C'S
Dispenser Type: Canopy

License Type: Dispenser
Current License Owner: MSCHIODA, INC.
Current Lessee:

Current Premises Address

Physical Street: 107 WEST COAL AVENUE
Physical State: NM
Physical County: McKinley

Physical City: Gallup
Physical Zip Code: 87301
Local Option District: Gallup

Proposed DBA Name

Do you want to change the license DBA Name? Yes
Requested DBA Name: Sprouts Farmers Market

Proposed Premises Physical Address

Physical Street: 3575 NM Highway 528
Physical Zip Code: 87004
Physical County: Sandoval

Physical City: Rio Rancho
Physical State: New Mexico

Local Option District: Rio Rancho
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Other
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Other (provide details): Lessee Agent has a lease on the real property which it will operate
Specify Owner(s) of the land and building: Enchanted Hills Boulevard 3575 LLC
Specify Date and Terms of Lease/Operating Agreement: 1/1/24

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: SU

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000001523

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Distance from nearest School

Name of School: Sandoval Academy of Bilingual Education
School Street: 4321 Fulcrum Way
School City: Rio Rancho
School State: New Mexico
School Zip Code: 87144
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Sagebrush Church
Church Street: 7555 Enchanted Hills Blvd
Church City: Rio Rancho
Church State: New Mexico
Church Zip Code: 87144
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?
☑A license has never been issued to the location of the proposed premises.
☐A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States
No records to display.

List of Active Business Licenses in New Mexico

License Number: DIS-000854 License Type: Dispenser Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000001523

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Transfer of Location	200.00
Total Fee Amount:	**200.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: New Mexico Liquor Licenses, LLC ATTN: Kyla Stoker

Date: 08/13/2024

Development Services Department
Planning and Zoning Division

July 25, 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; 3575 NM Highway 528
This zoning certification letter has been prepared by the City of Rio Rancho's Development Services Department in order to confirm of the above listed property's current zoning classification.

The subject property is known by the legal description of "PEH, TR J1" and is physically located at **3575 NM HIGHWAY 528 NE**. The subject property is currently zoned SU: Special Use District. Pursuant to Rio Rancho Municipal Code Title XV, Land Use, Chapter 154.43 SU: SPECIAL USE DISTRICT listed in the Ordinance NO. 2 Enactment NO. 16-01, Which list the uses for the property as commercial. This permits under section (31) Stores for the sale of retail goods, products, and services; are a permissive use in SU: Special Use district for commercial use (For full list of C-1 permissive uses for this zoning classification are included in "Attachment A".)

Pursuant to Rio Rancho Municipal Code (R.O. 2003) Title XI, Business Registrations, Chapter 112, Alcoholic Beverages, any sale or service of alcoholic beverages including the distribution, manufacturing,
or dispensing is permissive upon approval and licensing from the State of New Mexico, and the City of Rio Rancho and compliance to City Ordinance, Chapter 112.

Retail establishments are allowed to sell alcoholic beverages on the establishment premises for off premise consumption upon completing the following:

- Issuance of a New Mexico state alcohol license.
- Compliance to R.O. 2003, Chapter 112, Alcoholic Beverages
- Approval from the City Governing Body for issuance of a municipal license, and
- Payment of all applicable fees.

This zoning certification is current as of July 24th 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.

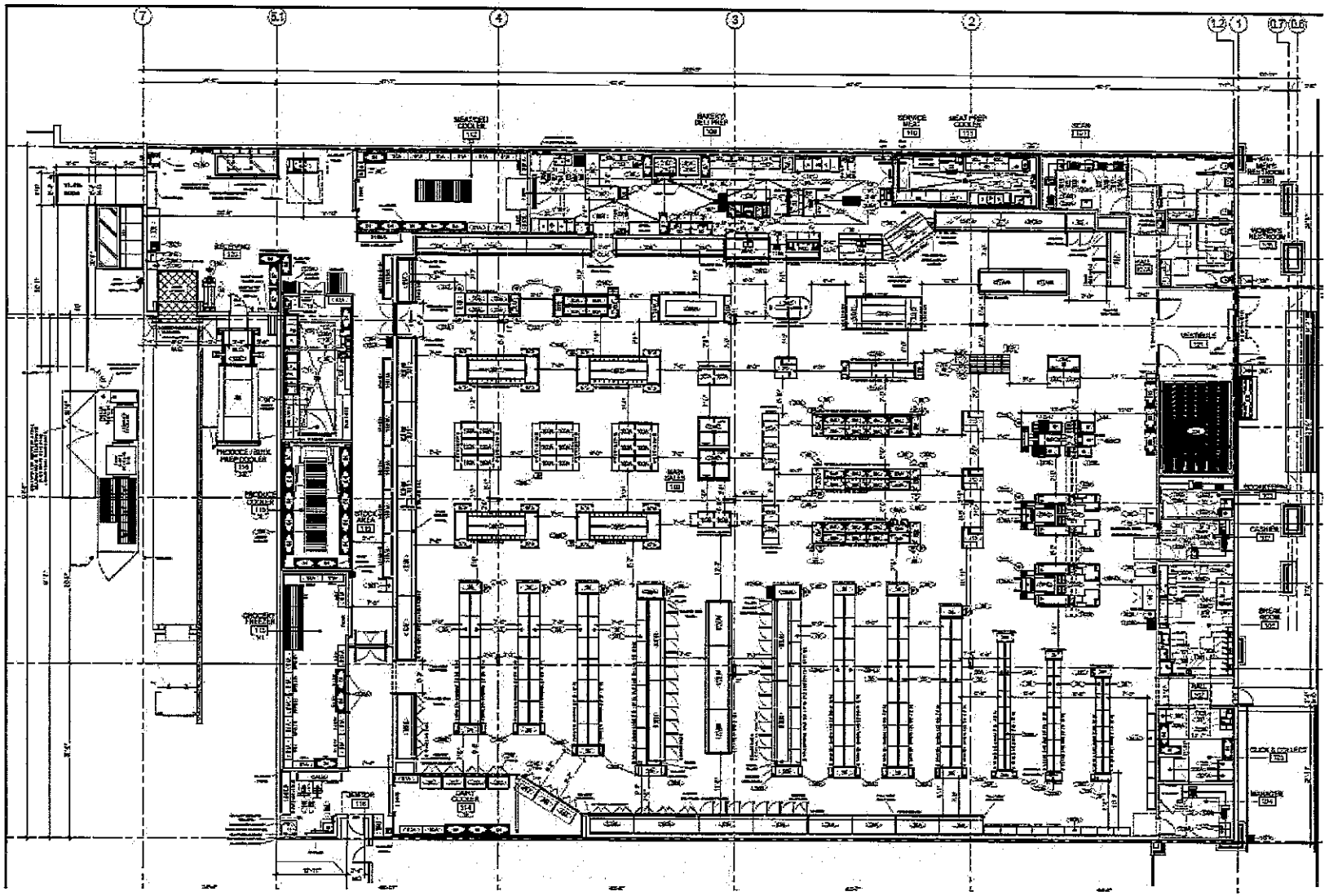
This information was researched and provided to you on July 24th, 2024 by the undersigned, on behalf of the Development Services Department as a public service. The above information is believed to be accurate and is based upon, or relates to the information that has been requested.

The Development Services Department assumes no liability for errors and omissions. All information has been obtained from public records, which may be inspected during regular business hours.

Respectfully,

CITY OF RIO RANCHO, NEW MEXICO
A municipal corporation

Sean LaBarbera, Municipal Planner
Development Services Dept., Planning and Zoning Division
Slabarbera@rrnm.gov



SFM, LLC dba Sprout's Farmers Market
3575 NM Highway 528, Rio Rancho, NM
License No. DIS-000854
Total Square Footage = 23,612sf

← NM Highway 528 →

← Enchanted Hills Blvd →

N →

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O23

AGENDA DATE:
October 24, 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:
Second reading of an Ordinance. The Ordinance was approved by the Governing Body at its October 10, 2024 meeting. 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: O24

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Development Services

SUBJECT:
O24, Ordinance Amending the Rio Rancho Code of Ordinances (R.O. 2003) Title XV "Land Usage", Chapter 154 Planning and Zoning, Sections 154.05, 154.08, 154.09, 154.10, 154.11, 154.12, 154.19 to add Short-Term Rentals

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

At the Governing Body's October 10, 2024 meeting, a new section of Municipal Code (Title XI, Business Regulations, Chapter 123, Regulations for Short-Term Rentals) was established with an effective date of July 1, 2025.

Prior to the adoption of of Chapter 123, Municipal Code did not allow for short-term rentals. Specifically, Municipal Code did not define or address regulations for short-term rentals, and this created a commercial use of a residentially zoned property in violation of the City's permissive zoning uses in Chapter 154 Planning and Zoning.

As a result of considering and establishing a new chapter for short-term rental regulations, a related Ordinance amending Chapter 154 Planning and Zoning is required for clarity of permissive uses. Chapter 154 currently lacks language stating the permissive use for short-term rentals in single-family residential zoning districts: E-1, R-1, R-2, R-3, R-4, and R-5 as described in Chapter 154 under sections 154.05, 154.08, 154.09, 154.10, 154.11, 154.12, and 154.19.

At the October 8, 2024 Planning and Zoning Board meeting, the Text Amendment was heard and approved by the Planning and Zoning Board by a vote of five (5) for and 0 against.

The Planning and Zoning Board finds that the requested Text Amendment will clarify the permissive use of short-term rentals per the definitions and regulations established in Chapter 123. The amendment to Chapter 154 will allow for short-term rentals in single-family residential zoning districts and allow for clarity in enforcement and permissibility of short-term rentals, in accordance with the health, safety, morals, and general welfare of the City.

The effective date of the Ordinance is July 1, 2025, which corresponds with the new Chapter 123, Regulations for Short-Term Rentals.

IMPACT:
The Planning and Zoning Board recommends approval of the proposed text amendments to the

Governing Body, subject to the findings set forth below:

GENERAL FINDINGS OF FACT:
1. The Planning and Zoning Board may review and make a recommendation to the Governing Body on the request for text amendments to the Rio Rancho Municipal Code.
2. The City has the authority to make an application to request an amendment to the Rio Rancho Municipal Code.
3. The applicant and citizens of Rio Rancho have received due process, as proper notice of hearing was given.

SPECIFIC FINDINGS OF FACT:
1. The proposed Text Amendment meets the requirements of Rio Rancho Code of Ordinances (R.O. 2003) § 150.07 (D) Amendments.
2. The proposed amendment is consistent with the goals of promoting health, safety, morals, and general welfare of the City of Rio Rancho by permitting short-term rentals under the regulations and definitions listed in Chapter 123.

If the Governing Body denies the Ordinance, it is subject to the following Findings of Fact:
1. The proposed Text Amendment does not meet the requirements of Rio Rancho Code of Ordinances § 150.07 (D) Amendments.
2. The proposed amendment is not consistent with the goals of promoting health, safety, morals and general welfare of the City of Rio Rancho.

ALTERNATIVES:
1. The Governing Body may approve the Ordinance.
2. The Governing Body may deny the Ordinance.
3. The Governing Body may modify the Ordinance and approve such modifications.
4. The Governing Body may continue the public hearing to request additional information or to consider testimony provided at the public hearing.

DEPARTMENT RECOMMENDATION:
The Planning and Zoning Board recommends the Governing Body adopt the Ordinance.

ATTACHMENT: Ordinance_O24
ATTACHMENT: Ordinance_O22
ATTACHMENT: Legal Notice

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. **ENACTMENT NO.**

ORDINANCE OF THE CITY OF RIO RANCHO, NEW MEXICO AMENDING THE RIO RANCHO CODE OF ORDINANCES TITLE XV LAND USAGE, CHAPTER 154 PLANNING AND ZONING, SECTIONS 154.05, 154.08, 154.09, 154.10, 154.11, 154.12, 154.19, TO ADD SHORT-TERM RENTALS AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS: the Governing Body of the City of Rio Rancho has adopted zoning regulations and an official zone map in accordance with New Mexico Statutes Annotated 1978 (NMSA 1978) Chapter 3, Article 21; and

WHEREAS: the Governing Body of the City of Rio Rancho has adopted regulations and standards for Short-Term Rentals by creating Chapter 123, adopted October 10, 2024 under Ordinance No. 22, Enactment No. 24-22; and

WHEREAS: the Governing Body finds the need to amend sections 154.05, 154.08, 154.09, 154.10, 154.11, 154.12; 154.19 to add Short-Term Rentals as a permissive use; and

WHEREAS: in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 33.15 (C) (2) (f), on October 8, 2024, the City of Rio Rancho Planning and Zoning Board reviewed the proposed amendments in a duly noticed public hearing regarding the proposed changes, and made these recommendations to the Governing Body regarding adoption to the changes; and

WHEREAS: the Governing Body received a recommendation from the Planning and Zoning Board, and such recommendation indicates the Planning and Zoning Board has studied and considered the proposed changes; and

WHEREAS: a first reading occurred, in accordance with procedures set forth in R.O. 2003 Section 150.07, and NMSA 1978 Section 3-21-6, on the proposed zoning regulation changes hereinafter described were duly advertised and held by the Governing Body of the City of Rio Rancho on October 24, 2024 and the Governing Body heard interested parties and citizens for and against the proposed amendments; and

WHEREAS: the proposed amendments to be adopted by this Ordinance comply with the statutory and regulatory requirements of the aforesaid Code of Ordinances and Statutes, and upon specific findings related to the subject property and determining the proposed amendments is consistent with the policies and criteria set forth in R.O. 2003 Section 150.07 (D) through (G), the Governing Body finds the amendments promote health, safety, morals and general welfare of the City.

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

Section 1. Chapter 154, Section 154.05(B)(19) is hereby amended to add the following:

(19) Short Term rental unit; as defined and regulated in Chapter 123

Section 2. Chapter 154, Section 154.08(B)(17) is hereby amended to add the following:

(17) Short Term rental unit; as defined and regulated in Chapter 123

Section 3. Chapter 154, Section 154.09(B)(17) is hereby amended to add the following:

(17) Short Term rental unit; as defined and regulated in Chapter 123

Section 4. Chapter 154, Section 154.10(B)(20) is hereby amended to add the following:

(20) Short Term rental unit; as defined and regulated in Chapter 123

Section 5. Chapter 154, Section 154.11(B)(17) is hereby amended to add the following:

(17) Short Term rental unit; as defined and regulated in Chapter 123

Section 6. Chapter 154, Section 154.12(B)(17) is hereby amended to add the following:

(17) Short Term rental unit; as defined and regulated in Chapter 123

Section 7. Chapter 154, Section 154.19 is hereby amended to add the following below Senior transitional care facilities, senior living facility:

Short-Term Rentals	P	P	P	P	P	P		

Section 8. 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 9. 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 10. Effective Date. This Ordinance has an immediate effective date of July 1, 2025.

ADOPTED THIS _____ DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

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
PUBLIC HEARING NOTICE

THE GOVERNING BODY OF THE CITY OF RIO RANCHO, NEW MEXICO, will consider on Thursday, October 24th, 2024, the First Reading of the following:

Text Amendment
Request #24-105-00003

Ordinance Amending THE RIO RANCHO CODE OF ORDINANCES TITLE XV LAND USAGE, CHAPTERS 154,SECTIONS 154.05, 154.08, 154.09, 154.10, 154.11, 154.12, 154.19, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The meetings are scheduled for 6 p.m. in the Council Chambers at City Hall, 3200 Civic Center Cir. NE, Rio Rancho, NM. The public is invited to attend. Materials related to these items are available for viewing in the Development Services Department at City Hall.

(Date of Publication: Monday September 19th, 2024)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D46

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Public Works

SUBJECT:
D46, Advice and Consent of the Governing Body to Award a Contract to All-Rite Construction

BACKGROUND AND ANALYSIS:
The Public Works Department has completed the remodel design of security upgrades for the Governing Body Chambers located at Rio Rancho City Hall.

All-Rite Construction, a general contractor, whom has a current cooperative price agreement with the State of New Mexico, has been selected to complete the construction phase.

A proposal in compliance with the State's approved price agreement has been submitted for $524,940.81, which includes NMGRTs. The Public Works Department currently has funding available for the project that was included and approved as part of the current Fiscal Year 2025 Budget.

The remodel project includes the replacement of the Governing Body dais and the installation of secure entries and exits to access the dais. All public facing surfaces of the dais and the entry and exit areas will be constructed with ballistic-rated materials. In addition, new City staff worktables, public speaking podiums, flooring, paint, and ADA upgrades are included.

Project work is expected to take approximately two months to complete.

Pursuant to adopted policy, the advice and consent of the Governing Body is required for contracts in excess of $500,000.

IMPACT:
The project will provide a high level of security and much needed operational upgrades to the Governing Body Chambers.

ALTERNATIVES:
Provide advice and consent.

Do not provide advice and consent.

DEPARTMENT RECOMMENDATION:

Staff recommends approval.

ATTACHMENT: Council Chambers Remodel

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: City Hall Council Chambers Renovation
Proposal Submitted By: Jason Bianchetti
Attention: Eric Voccio
Rio Rancho City Hall
3200 Civic Center Cir NE
Rio Rancho, NM 87144
September 25, 2024
PRICE AGREEMENT 40-00000-23-00034

Description
Ritecon would like to hereby propose to provide pricing for the turnkey construction of the Council Chambers Renovation at City Hall for the City of Rio Rancho's Public Works department. The scope of work is as detailed below. Compensation is as follows.

Grand Total bonded at %3 : $524,940.81

Add Alternate #1 (*tax and bond included*): $20,416.89

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

Pricing is valid for 120 days

Scope of Work

Preconstruction services

- Administrative coordination
- Subcontractor & material procurement

Construction

- All materials, equipment and labor to be provided to construct the project per the review set of construction documents dated 08/28/24
- Additional items not currently detailed in construction documents
    - Electrical distribution
    - Lighting
    - Low voltage data drops
    - Removal of exterior storefront assembly and reinstallation with Ballistic framing (existing non ballistic rated glass will be reused) – *Disclaimer: ballistic glazing will have variation in look from standard glazing*
    - Floor infill using 2x material to raise floor in section to meet ADA slope requirements (500 SF)

Add Alternate #1

- Demolish existing acoustic ceiling grid and tiles
- Install new seismic bracing
- Provide and install new acoustic ceiling grid and tile 4'x4' specified by architect

Warranty

- The above work carries a 1-year material warranty.

Exclusions

- Contingency – A 5% contingency is recommended for any additional items not currently noted in the construction documents or additional items list
- Acoustical ceiling grid and tile replacement
- Anything not specifically mentioned

Cost Breakdown

Material & Equipment Breakdown				
Item	*Quantity*			*Cost*
General requirements – consumables				$2,000.00
Demolition				$1,200.00
Concrete				$550.00
Metals				$8,500.00
Woods, plastic & composites				$7,500.00
Thermal and moisture				$2,000.00
Openings				$35,000.00
Finishes				$71,050.00
Furnishings				$113,900.00
Mechanical				$2,000.00
Electrical				$25,000.00
Communications				$18,000.00
Subtotal Materials & equipment				$286,700.00
Dumpsters, Disposal, Porta Potty				$3,500.00
Total Materials & Equipment				$290,200.00
Labor Breakdown Contractor (AC)				
Crew Member		Hours	Rate	Total
Journeyman		600	$85.00	$51,000.00
Superintendent		425	$85.00	$36,125.00
Laborer		577	$85.00	$49,045.00
Diagnosis, Project Estimates, troubleshooting, other (Page 40)		192	$250.00	$48,000.00
Labor total				$184,170.00
Subtotal: Material, Equipment & Labor				$474,370.00
Bond 3%				$14,231.10
Tax 7.4375% Jan 24 – Jul 24				$36,339.71

Total Proposal Bonded at 3.0% **$524,940.81**

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D47

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Administration

SUBJECT:
D47, Advice and Consent of the Governing Body to Award a Contract to Musco Sports Lighting, LLC

BACKGROUND AND ANALYSIS:
The Governing Body's approved 2024 New Mexico Legislature Capital Outlay Priorities Resolution identified $600,000 to design, construct, and install Little League field lighting (two fields) at the Rio Rancho Sports Complex (3501 High Resort Blvd.).

As part of the regular Legislature session, $610,000 was allocated. The City has allocated an additional $26,958.23 out of the Recreation Activities Fund (206) to fully fund the project budget of $636,958.23.

Project work will be conducted by Musco Sports Lighting, LLC, using a cooperative agency contract. Construction work is anticipated to begin before the start of the 2025 Little League season in March 2025, with final delivery and installation of the light poles and fixtures occurring shortly thereafter.

The Rio Rancho Sports Complex Little League and community baseball fields (#3, #4, #5, #6) lack lighting, while fields #1, #2, and #7 have lights primarily for adult softball. Installing lights on fields #4 and #5 will enable Little League and youth baseball and softball players to have weeknight games in spring and fall, extend playing hours, improve visibility, and enhance the experience for parents and spectators.

Pursuant to adopted policy, the advice and consent of the Governing Body is required for contracts in excess of $500,000.

IMPACT:
Quality of life facilities utilized by community members will be enhanced.

ALTERNATIVES:
Provide consent to award contract.

Do not provide consent.

DEPARTMENT RECOMMENDATION:

Staff recommends approval.

ATTACHMENT: 2024 Renewal
ATTACHMENT: 2022 Contract

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

July 18, 2024

Sent via email to: musco.contracts@musco.com

Beth Sheeley
Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577

Re: Parks and Sports Field Lighting Products and Installation Services
BuyBoard Contract 677-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Sports Field Lighting Products and Installation Services, Contract 677-22, for which the current term is set to expire September 30, 2024. At this time, the BuyBoard is renewing your contract through September 30, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 4, 2022

Sent Via Email: musco.contracts@musco.com

Amanda Hudnut
Musco Sports Lighting, LLC
PO Box 808
Oskaloosa, IA 52577

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 677-22, Parks and Sports Field Lighting Products and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2022 through September 30, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 677-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

August 9, 2022

Sent Via Email: musco.contracts@musco.com

Amanda Hudnut
Musco Sports Lighting, LLC
PO Box 808
Oskaloosa, IA 52577

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 677-22, Parks and Sports Field Lighting Products and Installation Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2022 through September 30, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 677-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Sports Field Lighting Products and Installation Services

Proposal Due Date/Opening Date and Time:
April 7, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 677-22

Anticipated Cooperative Board Meeting Date:
August 2022

Contract Term: October 1, 2022, through September 30, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Musco Sports Lighting, LLC
Name of Proposing Company

March 31, 2022
Date

100 1st Ave West
Street Address

Signature of Authorized Company Official

Oskaloosa, IA 52577
City, State, Zip

James M. Hansen
Printed Name of Authorized Company Official

800-825-6030
Telephone Number of Authorized Company Official

Secretary
Position or Title of Authorized Company Official

641-672-1996
Fax Number of Authorized Company Official

[redacted]1754
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Musco Sports Lighting, LLC	100 1st Ave West		
City	**State**	**Zip Code**	
Oskaloosa	IA	52577	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Due to Musco Sports Lighting, LLC product being an engineered to order custom designed system, we are unable to provide the electronic excel spreadsheet with Vendor Product Details.

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations.

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

In Section E., Contract Performance, Item 5., Packaging, Transportation, and Delivery, on page 59 of 76, substitute the following language: "within 10 business days after receipt of Cooperative member's Purchase Order" with "within six (6) to eight (8) weeks from receipt of a purchase order and approved submittals."

Initial:

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Wells Fargo Bank , N.A. letter page 34, marked Confidential

USI, letter pages 35-36, marked Confidential

AON letter page 37, marked Confidential

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: Musco Sports Lighting, LLC Catalog (February 2022)

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Musco Sports Lighting, LLC
Company Name

Signature of Authorized Company Official

James M. Hansen, Secretary
Printed Name and Title

March 31, 2022
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Musco Sports Lighting, LLC
*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Iowa

Federal Employer Identification Number: [redacted]1754
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Musco Corporation

2 Business name/disregarded entity name, if different from above

Musco Sports Lighting, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

100 1st Avenue West, PO Box 808

Requester's name and address (optional)

6 City, state, and ZIP code

Oskaloosa, IA 52577

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

[redacted]						7	4	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Amanda Stratton Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4740
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402
Web: www.musco.com · **Email:** lighting@musco.com

The W-9 submitted is going to show the tax ID number for Musco Corporation [redacted]7452) which is the parent company that tax returns for all subsidiaries are filed under (it is a consolidated return with information for all subsidiaries). The W-9 asks for the name as shown on the income tax return, which is Musco Corporation. We cannot legally issue a W-9 for Musco Sports Lighting, LLC, because this entity does not actually file its own return but can and does have its own tax ID, which is [redacted]1754.

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $175M. (The period of the 12-month period is Jan 2021/Dec 2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	Y		Sports Lighting with Related Supplies and Services
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	Y 2010 - Feb 2022	
9. Other	See attached		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Price per contract **Proposed Discount (%):** Price per contract

Explanation: Musco is an engineered-to-order design system, pricing is per the representative field in the contact.

Buy Board Federal and State/Purchasing Cooperative Experience

3. Provide information requested below for other purchasing cooperatives for which Proposer currently services, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

Purchasing Group	Contract Number	Current Vendor? (Y/N)	Former Vendor (Y/N)? - If yes, list years as vendor	Awarded Commodity Category(ies)
1 Government Procurement Alliance (1GPA)	18-23DP-01	Y		Athletic Field/Court and Parking Lot Lighting Systems and Installation
BuyBoard	592-19	Y		Parks and Recreation Equipment and Field Lighting Products and Installation
Clay County, FL	RFP 18/19-2	Y		Various Equipment and Amenities for Parks and Playgrounds
Cooperative Education Services (CES)	19-014N-C104-ALL	Y		Indoor and Outdoor Athletic Recreational Lighting Systems
CoStars	014-232	Y		Recreational & Fitness Equipment and Services
Equalis Group	COG-2102A	Y		Sports & Facility Lighting with Installation and Related Services & Solutions
James Madison University (VA)	UCPJMU5091	Y		Theatrical, Athletic Field, and Specialty Lighting
Keystone Purchasing Network	KPN 201901-01	Y		Athletic Field/Court & Parking Lot Lighting
King County Director's Association (WA)	19-406	Y		Sport Court/Field Lighting
Louisiana Municipal Advisory and Technical Service Bureau, Inc (LAMats)	RFP #01-20	Y		Sports Lighting
Sourcewell	071619-MSL	Y		Sports Lighting with Related Supplies and Services
State of Utah Division of Purchasing	MA3075	Y		Ball Field Sports Lighting

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Grapevine, Chris Smith, 817-410-3473, chriss@grapevinetexas.gov,Price per BuyBoard					
2. City of Round Rock, Rick Atkins, 512-341-3344, ricka@roundrocktexas.gov, Price per BuyBoard					
3. City of Irving, Mike Griffith, 972-721-5021, mgriffit@cityof irving.org, Price per BuyBoard					
4. City of El Paso, Hawk Scott, 915-346-5684, ScottHV@elpasotexas.gov, Price per BuyBoard					
5. New Deal ISD, Matt Reed, 806-746-5833 ext. 201, MattR@ndisd.net, Price per BuyBoard					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Musco Sports Lighting, LLC Company Profile

Musco has shaped the history of sports lighting since 1976, with innovations in glare reduction and light control responsible to the needs of facility owners, players, fans, neighbors, and the night sky. Musco's TLC for LED® technology is the system of choice everywhere from community fields to major stadiums and arenas, to international superspeedways, to the Olympic Games, and is backed by a long-term parts and labor warranty.

Contact Musco at 800-825-6030 or at www.musco.com for your customized price quote.

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

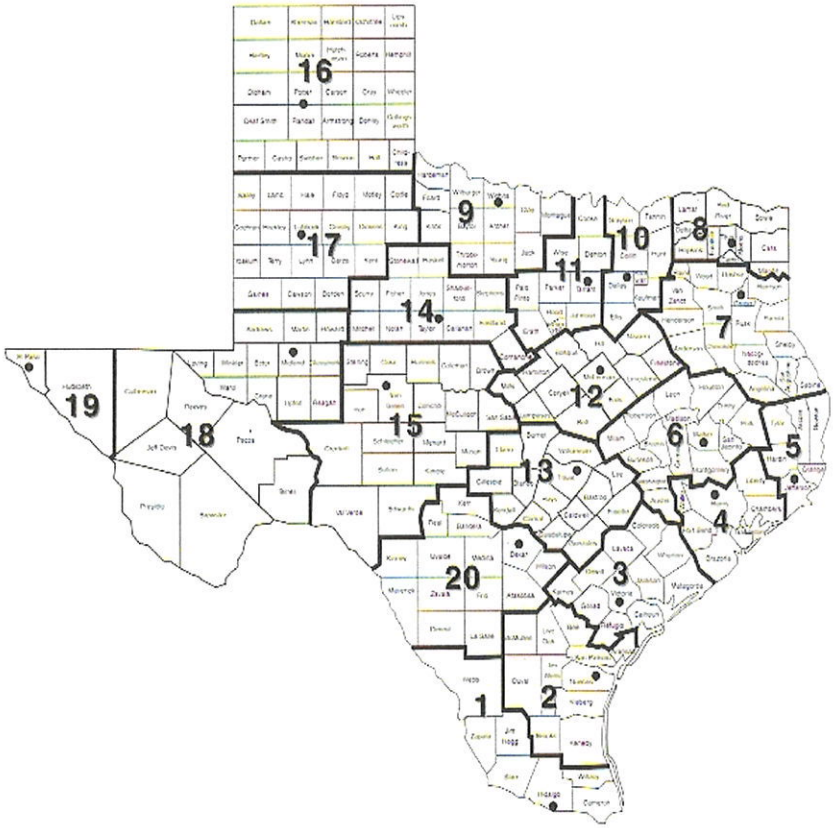
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

X I will service Texas Cooperative members statewide.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- X I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Musco Sports Lighting, LLC
Name of Vendor

677-22
Proposal Invitation Number

Signature of Authorized Company Official

James M. Hansen
Printed Name of Authorized Company Official

March 31, 2022
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Musco Sports Lighting, LLC (Sales Office)	Tod Spears, Regional Sales Manager	400 W Main, Suite #222 Round Rock, TX 78664 Phone 800-825-6030 Fax 800-374-6402

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

21 years as Musco Sports Lighting, LLC

25 years prior as Musco Sports Lighting, Inc

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Musco provides materials & project management. Musco also provides installation of the projects by utilitizing a local subcontractor.

Temple ISD Soccer, Turnkey installation, $296,350 February 2021, Steve Prentiss, Temple ISD

Wagoner High School Football Relight, Retrofit installation, $163,500 April 2021, Randy Harris, Wagoner School District

Oak Grove Park Softball Complex,Turnkey installation, $2,499,251, February 2018, Chris Smith, City of Grapevine

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Musco has a staff of over 100 Team Members to help with project management, project development and project selection. Team Members used for these projects are trained and solely devoted to the project management of the projects. They are are readily available to all Cooperative members.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

We work with the customer to define what their needs are for each specific project. We can assist in helping them procure these services seperately or work with the services they are already working with.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Project design and management, production of product, installation of parts and services on existing lighting projects.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Musco Sports Lighting markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on BuyBoard as approporiate in those promotions. Musco's direct sales team will provide entities with literature and education on benefits of BuyBoard. Musco's sales team receives on going training and support on best practices for selling projects through the BuyBoard.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Please find attached bank reference letter (Wells Fargo, pg.34, marked confidential) and bonding letter (USI, pgs. 35-36, marked confidential). None of the parties listed have been a debtor partyto a bankruptcy, receivership or insolvency proceeding in the last 7 years.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Musco has no outstanding financial judgements and/or is not currently in default on any loan or financing agreement.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Musco has not defaulted.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

No litigation or other legal proceedings in the last 10 years that relates to or arises from a contract similiar to this contract or work.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

All components of the lighting system are UL Listed or UL Classified including the poles and lightning ground electrode and down conductor. The components are also designed in a way that the fixtures withstand winds of 150 mph and maintain alignment. These examples allow for the product to carry a long term warranty.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

The bonding company that will issue bonds is Travelers Casualty and Surety Company, see attached letter (USI, pgs. 35-36, marked confidential.

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Musco does not have any safety issues that would affect this contract, see attached EMR reference letter (AON pg. 37, marked confiential).

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Musco Sports Lighting, LLC

Signature of Vendor Authorized Representative

Printed Name: James M. Hansen

Title: Secretary

Date: March 31, 2022

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements.

Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Football Field Lighting Products** (LED, HID, and other related lighting products) equipment, and related items.
2. Discount (%) off catalog/pricelist for **Baseball Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
3. Discount (%) off catalog/pricelist for **Outdoor Basketball Court Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
4. Discount (%) off catalog/pricelist for **Softball Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
5. Discount (%) off catalog/pricelist for **Soccer Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
6. Discount (%) off catalog/pricelist for **Tennis Court Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.
7. Discount (%) off catalog/pricelist for **Retrofit and Relighting Products** (LED, HID, and other related lighting products for existing poles and other park and sport field lighting structures) equipment, and related items.
8. Discount (%) off catalog/pricelist for **Indoor Sport Lighting Products** (LED, HID, and other related lighting products for use in arenas and gymnasiums), equipment, and related items.
9. Discount (%) off catalog/pricelist for **Venue Lighting Products** (LED, HID, and other related lighting products for use in entertainment venues and amphitheaters), equipment, and related items.
10. Discount (%) off catalog/pricelist for **All Other Parks and Sports Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items.

Section II: Repair/Replacement Parts

11. Discount (%) off catalog/pricelist for **Repair and Replacement Parts on Parks and Sports Field Lighting Products.**

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate, a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

Section III: Installation and Repair Service for Park and Sports Field Lighting Products

12. **Hourly Labor Rate for Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of equipment and Products.
13. **Hourly Labor Rate for Non-Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of equipment and Products.
14. **Hourly Labor Rate for Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Testing Maintenance Service of equipment and Products.
15. **Hourly Labor Rate for Non-Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Testing Maintenance Service of equipment and Products.
16. **Coefficient for Standard Hours as listed in RSMeans Cost Data Book -** RSMeans Cost Data from the Total INCL O&P column (most current edition).
17. **Coefficient for Non-Standard Hours as listed in RSMeans Cost Data Book** - RSMeans Cost Data from the Total INCL O&P column (most current edition).

Musco Sports Lighting, LLC Information

Contact: Amanda Hudnut
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Phone: (800) 825-6030
Fax: (641) 672-1996
Email: musco.contracts@musco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Amanda M Hudnut
Signature

musco.contracts@musco.com
Email

Submitted at 4/7/2022 11:11:30 AM

Requested Attachments

Company Profile

Musco Sports Lighting LLC Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Catalog/Pricelist

Musco RFP 677-22 Pricing.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Musco explanation.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

BuyBoard Proposal Invitation No. 677-22 Parks and Sports Field Lighting Products and Installation Services

Musco Submittal BuyBoard 677-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

2022 W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Musco Buy Board Manufacturer Authorization.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s)in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

Musco Sports Lighting LLC Catalog February 2022.pdf

Musco Sports Lighting LLC Catalog (February 2022)

Bid Attributes

1 **Federal Identification Number**

Federal Identification Number

[redacted]1754

2 **HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification**

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Amanda Hudnut

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

musco.contracts@musco.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

100 1st Ave West, PO Box 808

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Oskaloosa

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

IA

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

52577

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

800-825-6030

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

www.musco.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

musco.contracts@musco.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Amanda Hudnut

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

800-825-6030

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

musco.contracts@musco.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Amanda Hudnut

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

800-825-6030

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

No response

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Musco Sports Lighting, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Accounts Payable

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

100 1st Ave West, PO Box 808

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Oskaloosa

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

IA

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

52577

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

800-825-6020

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

ap@musco.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Company Truck

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No returns, repairs are covered by Musco's Warranty Department

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Musco Sports Lighting, LLC

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*

91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Musco Sports Lighting, LLC
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** All States
99	**Alabama** Alabama ☐ *Alabama (AL)*

100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*
102	**Arkansas** Arkansas ☐ *Arkansas (AR)*
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*

112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (ME)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*

124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*

136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*

148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*

149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Football Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

2 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Baseball Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

3 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Basketball Court Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

4 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Softball Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

5 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Soccer Field Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

6 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Tennis Court Lighting Products** (LED, HID, and other related lighting products) Equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

7 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Retrofit and Relighting Products** (LED, HID, and other related lighting products for existing poles and other park and sport field lighting structures) equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

8 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Indoor Sport Lighting Products** (LED, HID, and other related lighting products for use in arenas and gymnasiums), equipment, and related. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

9 **Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Venue Lighting Products** (LED, HID, and other related lighting products for use in entertainment venues and amphitheaters), equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

10

Section I: Parks and Sports Field Lighting Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Parks and Sports Field Lighting Products** (LED, HID, and other related lighting products), equipment, and related items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

11

Section II:Repair/Replacement Parts

Discount (%) off catalog/pricelist for **Repair and Replacement Parts on Parks and Sports Field Lighting Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements. Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Musco RFP 677-22 Pricing

12 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products

may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

13 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Non-Standard Hours Installation/Repair Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

14 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

15 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Hourly Labor Rate for Non-Standard Hours Testing Maintenance Service of Park and Sports Field Lighting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

16 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Coefficient for Standard Hours as listed in RSMeans Cost Data Book -** RSMeans Cost Data from the Total INCL O&P column (most current edition).

Quantity: 1 UOM: Adjustment Factor Price: $1.00 Total: $1.00

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

17 **Section III: Installation and Repair Service for Park and Sports Field Lighting Products - Coefficient for Non-Standard Hours as listed in RSMeans Cost Data Book -** RSMeans Cost Data from the Total INCL O&P column (most current edition).

Quantity: 1 UOM: Adjustment Factor Price: $1.30 Total: $1.30

Item Notes:

PROPOSAL NOTE 3: Vendors proposing to provide Installation and Repair Service for Park and Sports Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both.

A coefficient proposed **on lines 16 and 17** below should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours").

Whether hourly or coefficient are proposed, hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours") as defined and in accordance with the requirements referenced in this proposal invitation.

Response Total: $2.30

WELLS FARGO

CONFIDENTIAL

Wells Fargo Bank, N.A.
Commercial Banking
F0005-031
801 Walnut Street, 3rd Floor
Des Moines, IA 50309

November 3, 2021

Musco Sports Lighting, LLC
Attn: Diana Palmer
100 1st Avenue West
Oskaloosa, IA 52577

RE: Account Name: Musco Sports Lighting, LLC
Account Number: [redacted]5395

This letter is in reference to Musco Sports Lighting, LLC, a valued client of Wells Fargo Bank, N.A. The executive management team at Musco is well known to us and we consider them to be very capable and of the highest integrity.

Musco Sports Lighting, LLC has maintained their banking relationship with us for over 15 years and have handled their depository and credit relationship in an exemplary manner.

Feel free to contact me at 515-245-8440 if you have any follow up questions.

Sincerely,

Casey A. Cason

Casey Cason
Senior Vice President
casey.a.cason@wellsfargo.com

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March 4, 2022

Re: Musco Sports Lighting, LLC
Bonding Capacity

To Whom It May Concern:

It has been the privilege of *Travelers Casualty and Surety Company of America* ("Travelers")[1] to provide surety bonds for *Musco Sports Lighting, LLC* for over 25+ years. During that time, they have completed, and we have bonded projects in the $50,000 - $4,000,000+ (US) range for a wide variety of owners with aggregate capacity in the $100,000,000.00+ range. Currently Musco Sports Lighting, LLC's surety bonding limits are:

Single Limit Capacity: $15,000,000.00
Aggregate Limit: $100,000,000.00

It is our opinion that *Musco Sports Lighting, LLC* is qualified to perform projects in this range. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between *Musco Sports Lighting, LLC* and *Travelers*, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Jessica J. Perkins
Attorney-In –Fact for
Travelers Casualty and Surety Company of America

[1]Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XV ($2.0 Billion or greater).

A.M. Best's rating of A++ Superior applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com.

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JESSICA J PERKINS** of **DES MOINES**, **Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **March**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AON
Empower Results®

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Mary Pat Haug | mary.pat.haug@aon.com

July 1, 2021

Carrie Ferguson
Musco Sports Lighting, LLC
PO Box 808
Oskaloosa, IA 52577

Dear Carrie,

Below are the updated experience modification factors for Musco.

Effective Date	Exp Mod Factor
Interstate Mod	
07/01/2021	0.93
07/01/2020	0.92
07/01/2019	0.95
07/01/2018	0.77
07/01/2017	0.97
Intrastate Mod – California	
07/01/2021	0.81
07/01/2020	0.80
07/01/2019	0.80
07/01/2018	0.81
07/01/2017	1.05
Intrastate Mod – New Jersey	
07/01/2021	0.953
07/01/2020	0.954
07/01/2019	0.960
Intrastate Mod – New York	
07/01/2021	0.93
07/01/2020	0.92
Interstate Mod – Pennsylvania	
07/01/2021	0.862
07/01/2020	0.950

Please review and contact me with any questions.

Sincerely,

Mary Pat Haug

Mary Pat Haug, AAI
Sr. Account Specialist

:mph

Aon
17807 Burke Street | Suite #401 | Omaha, NE 68118
t +1.402.697.5754 | **m** +1.402.669.6694 | **f** +1.402.697.5759 | aon.com
CA License Number OD04043

Musco Sports Lighting, LLC is the manufacturer of a custom designed, engineered to order lighting system. Any BuyBoard price list or quote obtained from Musco Sports Lighting, LLC has already had discounts applied and is consistent with our other national cooperative pricing.

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
October 24, 2024

DEPARTMENT:
Administration

SUBJECT:
Mayor Annual State of the City Report

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:
Non-voting item / presentation. Report is required pursuant to City Charter: Article III (3.01 Mayor) (12) Present an annual State of the City report to the City Council.