Regular Governing Body Meeting
City of Rio Rancho
AGENDA
November 14, 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

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 15, 2024 Work Session Meeting
Minutes of October 15, 2024 Work Session Meeting
Minutes of October 15, 2024 WS - Signed

2 Minutes of October 24, 2024 Regular Meeting
Minutes of October 24, 2024 Regular Meeting
Minutes of October 24, 2024 - Signed

3 R94, Resolution Authorizing a Budget Adjustment to the Equipment Replacement Fund (312)
Resolution_R94
Quote
R94 - Signed

4 R95, Resolution Authorizing a Budget Adjustment to the General Fund (101)
Resolution_R95
R95 - Signed

5 R96, Resolution Authorizing a Budget Adjustment to the Emergency Medical Services Fund (251)
Resolution_R96
R96 - Signed

6 R97, Resolution Authorizing Budget Adjustments to the Automated Traffic Enforcement Fund (246)
Resolution_R97
Quote
R97 - Signed

7 R98, Resolution Authorizing the Disposal of Obsolete and Non-Working Equipment and Furniture (Public Works Department)
Resolution_R98
Exhibit A
R98 - Signed

8 R99, Resolution Authorizing the Disposal of Damaged or Obsolete Equipment Components, Traffic Control Devices, Traffic Signal Components, and Street Lighting
Resolution_R99
Exhibit A
R99 - Signed

9 R100, Resolution Authorizing a Budget Adjustment to the Water Capital Improvement Fund (540)
Resolution_R100
R100 - Signed

10 D48, Appointment of Catherine VerEecke to the Capital Improvements Plan Citizen's Advisory Committee (CIPCAC)
VerEecke Resume

11 D49, Appointment of Shawn Loddy to the Capital Improvements Plan Citizen's Advisory Committee (CIPCAC)
Loddy Resume

Boards/Commissions/Committee Reports

Public Hearings

12 O25, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Rio Rancho Estates Unit 13, Block 79, Lot 15 From R-1: Single-Family Residential District to M-1: Industrial and Business Park District, Identifying Conditions of Development; Providing for Severability and an Effective Date
Ordinance_O25
Application
Map
Justification
Legal Notice
O25 - Signed

13 D50, Approval for Murphy Oil USA, Inc. DBA Murphy Express 8911 (the "Applicant") located at 4150 Southern Blvd., SE, Rio Rancho, NM 87124 for transfer of New Mexico Dispenser License DIS-000579.
Murphy Oil USA

Second Reading of Ordinances

14 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
Notice
O24 - Signed

First Reading of Ordinances

15 O26, Ordinance Amending the Nature's Toolbox Local Economic Development Project Participation Agreement
Ordinance_O26
Ordinance_Redline
Ordinance 2021
PPA 2024
PPA Redline
PPA 2021

Discussion and Deliberation

16 R101, Resolution Directing a Contribution of One-Time Revenue to the Permanent Fund
Resolution_R101
R101 - Signed

17 D51, Advice and Consent of the Governing Body to Award a Contract to AUI, Inc.
Contract

18 D52, Advice and Consent of the Governing Body to Award a Contract to Albuquerque Asphalt, Inc.
Quote
Project Maps

19 R102, Resolution Establishing the City of Rio Rancho’s Legislative Priorities for the Regular 2025 New Mexico Legislature Session

Resolution_R102
R102 - Signed

20 R103, Resolution Establishing the City of Rio Rancho's Capital Outlay Priorities for the Regular 2025 Legislative Session of the New Mexico Legislature
Resolution_R103
Capital Outlay Project Detail
R103 - Signed

City Manager

Adjournment

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
November 14, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of October 15, 2024 Work Session Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: Minutes of October 15, 2024 Work Session Meeting
ATTACHMENT: Minutes of October 15, 2024 WS - Signed

Governing Body
of the
City of
Rio Rancho
Special
Work Session
MINUTES
OCTOBER 15, 2024
3:00 p.m.
Council Chambers

MEMBERS PRESENT:	**STAFF**
Greggory D. Hull, Mayor	Matt Geisel, City Manager
Deb Dapson, Councilor Dist. 1	Peter Wells, Deputy City Manager
Jeremy Lenentine, Dist. 2(virtual)	Noel Davis, City Clerk
Bob Tyler, Councilor Dist. 3	Amy Rincon, Director of Development Services
Paul Wymer, Councilor Dist. 4	Jim Chiasson, Director of Utilities
Karissa Culbreath, Councilor Dist. 5	Connie Peterson, Director of Parks, Rec. & Comm. Services

MEMBERS ABSENT:
Nicole List, Councilor Dist. 6

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Hull called the meeting to order at 3:03 p.m.

Discussion

1. Review/Update Water Wastewater Rates

Jim Chiasson, Director of Utilities presented an update of the Water Wastewater Rates.

2. Development Services Process Manual Update

Amy Rincon, Director of Development Services she covered the scope of work and high-level summary of the updates along with the next steps. The Development Process Manual (DPM) standards should promote development practices that implement goals for complete streets or standards for park typologies identified in the Parks Master Plan. The DPM reflects the evolution of standards that align with updates in technology, best practices, and sustainability requirements. The purpose of the DPM is to carry out the goals and policies of the Comprehensive Plan, coordinate and clarify the development processes and procedures, provide uniform standards for development, provide the basic criteria necessary to ensure acceptable levels of performance and safety for public facilities related to development, and to assure adequate monumentation and documentation of land divisions.

DRAFT

The Governing Body had a general consensus to extend the work session meeting for an additional 30 minutes. They voiced interest in further discussions/review at an additional future work session.

Matt Geisel, City Manager explained the DPM is designed to provide standards, processes and consistency. He briefly explained the extent of research and outreach that has been done up to this point.

Jessica Lawlis Urban Planning Studio Manager at Dekker was available for any questions.

Adjournment

5:31 p.m.

APPROVED THIS NOVEMBER 14, 2024

_____

Greggory D. Hull, Mayor

ATTEST:

_____

Noel Davis, City Clerk
(SEAL)

DRAFT

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of the
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Rio Rancho
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Jeremy Lenentine, Dist. 2(virtual)
Bob Tyler, Councilor Dist. 3
Paul Wymer, Councilor Dist. 4
Karissa Culbreath, Councilor Dist. 5

STAFF
Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Noel Davis, City Clerk
Amy Rincon, Director of Development Services
Jim Chiasson, Director of Utilities
Connie Peterson, Director of Parks, Rec. & Comm. Services

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Greggory D. Hull, Mayor

ATTEST:

Noel Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
November 14, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of October 24, 2024 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: Minutes of October 24, 2024 Regular Meeting
ATTACHMENT: Minutes of October 24, 2024 - Signed

Governing Body
of the
City of Rio Rancho

MINUTES
OCTOBER 24, 2024
6:00 PM
Council Chambers, City Hall

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

STAFF PRESENT:
Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Alexandra N. Lopez, Deputy City Attorney
Noel Davis, City Clerk
Carol Jaramillo, Director of Financial Svcs.
James DeFillippo, Fire Chief
Stewart Steele, Police Chief
Connie Peterson, Dir of Parks, Rec. & Comm Svcs.
Amy Rincon, Dir. of Development Services
BJ Gottlieb, Director of Public Works
Yolanda Lucero, Deputy City Clerk

Call to Order and Pledge of Allegiance

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

Mayor Hull moved Item 14, Mayor Annual State of the City Report from Discussion and Deliberation to Proclamations and Awards of Merit and also move Public Forum to be heard next on the agenda before Proclamations and Awards of Merit.

Public Forum

The following individual spoke under public forum:

Michael Jackovich

Proclamations and Awards of Merit

1) Mayor Annual State of the City Report

Mayor Hull stated per the City Charter he will be presenting the Mayor Annual State of the City report via a video. He then briefly spoke of the accomplishments that have been made over the year and the overall progress of moving Rio Rancho forward.

Comments by Councilors

DRAFT

Councilor List thanked staff for the wonderful Fall Festival. It was a great well-organized event.

Consent Calendar

1) Minutes of October 10, 2024 Regular Meeting
2) R90, Resolution Authorizing Budget Adjustments to the General Fund (101), Emergency Medical Services Fund (251), and 2022 G.O. Bond Fund (333)
3) R91, Resolution Authorizing Disposal of Library and Information Services Department Property
4) R92, Resolution Authorizing a Budget Adjustment to the Keep Rio Rancho Beautiful Grant Fund (207)
5) R93, Resolution Approving 2025 Holiday Schedule for City Employees

Bob Tyler moved to approve consent calendar. Seconded by Deb Dapson

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

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

Amy Rincon, Director of Development Services presented this item.

Deb Dapson moved to approve D42. Seconded by Bob Tyler

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

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

Noel Davis, City Clerk presented this item. 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. The Director of Alcohol Beverage Control

DRAFT

Division has granted this application conditional preliminary approval and has forwarded it to the Governing Body of Rio Rancho for public hearing and action.

Karissa Culbreath moved to approve D43. Seconded by Nicole List

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

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

Mrs. Davis stated the application is for the issuance of a Restaurant B, Beer, Wine & Spirts Liquor License with on premises consumption only for Screaming Coyote Restaurant. 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.

Bob Tyler moved to approve D44. Seconded by Deb Dapson

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

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)

Mrs. Davis stated the 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. 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.

Bob Tyler moved to approve D45. Seconded by Nicole List

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

Second Reading of Ordinances

DRAFT

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.

Peter Wells, Deputy City Manager presented this item. The current 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 for increased recycling processing disposal cost experienced since 2023. He briefly went over the cost impact over the next several years. Staff is recommending approval.

Karissa Culbreath moved to approve O23. Seconded by Deb Dapson

The motion carried by a vote of 6 FOR and 1 AGAINST.
YES: Greggory Hull, Deb Dapson, Jeremy Lenentine, Paul Wymer, Karissa Culbreath, Nicole List
NO: Bob Tyler

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

Ms. Rincon presented this item. 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 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. The Planning and Zoning Board recommended approval at their October 8, 2024 meeting.

Jeremy Lenentine moved to approve O24. Seconded by Nicole List

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

Discussion and Deliberation

DRAFT

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

BJ Gottlieb, Director of Public Works presented this item. Staff has completed the remodel design of security upgrades for the Governing Body Chambers. 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.

Bob Tyler moved to approve D46. Seconded by Deb Dapson

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

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

Connie Peterson, Director of Parks, Recreation presented this item. 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 at the Rio Rancho Sports Complex. 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. 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.

Nicole List moved to approve D47. Seconded by Paul Wymer

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

City Manager

Matt Geisel, City Manager successful Fall Festival Event.

- Dia de los Perros Pet Festival & Adopt-a-thon, Saturday, November 2
- Veterans Day Parade and Ceremony, Monday, November 11
- Holiday Arts and Crafts Festival, Saturday, November 23
- Winterfest, December 6

DRAFT

Adjournment

6:51 p.m.

APPROVED THIS NOVEMBER 14, 2024

_____

Greggory D. Hull, Mayor

ATTEST:

_____

Noel Davis, City Clerk

SEAL

DRAFT

Governing Body
of the
City of Rio Rancho

MINUTES
OCTOBER 24, 2024
6:00 PM
Council Chambers, City Hall

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

STAFF PRESENT:
Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Alexandra N. Lopez, Deputy City Attorney
Noel Davis, City Clerk
Carol Jaramillo, Director of Financial Svcs.
James DeFillippo, Fire Chief
Stewart Steele, Police Chief
Connie Peterson, Dir of Parks, Rec. & Comm Svcs.
Amy Rincon, Dir. of Development Services
BJ Gottlieb, Director of Public Works
Yolanda Lucero, Deputy City Clerk

Call to Order and Pledge of Allegiance

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Mayor Hull moved Item 14, Mayor Annual State of the City Report from Discussion and Deliberation to Proclamations and Awards of Merit and also move Public Forum to be heard next on the agenda before Proclamations and Awards of Merit.

Public Forum

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Michael Jackovich

Proclamations and Awards of Merit

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Comments by Councilors

Councilor List thanked staff for the wonderful Fall Festival. It was a great well-organized event.

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NO: None

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Public Hearings

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Division has granted this application conditional preliminary approval and has forwarded it to the Governing Body of Rio Rancho for public hearing and action.

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Karissa Culbreath moved to approve O23. Seconded by Deb Dapson

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YES: Greggory Hull, Deb Dapson, Jeremy Lenentine, Paul Wymer, Karissa Culbreath, Nicole List
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Jeremy Lenentine moved to approve O24. Seconded by Nicole List

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YES: Deb Dapson, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

Discussion and Deliberation

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

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NO: None

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

Connie Peterson, Director of Parks, Recreation presented this item. 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 at the Rio Rancho Sports Complex. 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. 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.

Nicole List moved to approve D47. Seconded by Paul Wymer

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

City Manager

Matt Geisel, City Manager successful Fall Festival Event.

- Dia de los Perros Pet Festival & Adopt-a-thon, Saturday, November 2
- Veterans Day Parade and Ceremony, Monday, November 11
- Holiday Arts and Crafts Festival, Saturday, November 23
- Winterfest, December 6

Adjournment

6:51 p.m.

APPROVED THIS NOVEMBER 14, 2024

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk

SEAL

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R94

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Police Department

SUBJECT:
R94, Resolution Authorizing a Budget Adjustment to the Equipment Replacement Fund (312)

BACKGROUND AND ANALYSIS:
The City of Rio Rancho has updated radio communications equipment in conjunction with the State of New Mexico to make communication possible and more efficient between agencies. Upgrades consist of transitioning capabilities to a digital system, which has already begun to be implemented.

Once this system is fully implemented, outdated radio equipment - such as the equipment possessed by the Code Enforcement Division, Streets and Right of Way Division, and Animal Resource Center - will no longer be operable. To maintain safe communications amongst all service members within the referenced divisions and provide direct communication to public safety resources in an emergency, this adjustment is necessary to upfit all relevant divisions within the City with updated radio communications equipment.

IMPACT:
The previously budgeted General Fund transfer ($111,791) will be utilized to fund this project. Current allocations were made in Major Furniture and Equipment Line Item as it was anticipated that the cost per unit would be capital. However, after receiving the quote for the products, it was discovered that this is not a capital expenditure, and this budget adjustment is necessary to properly classify the expenditures as minor equipment via the Minor Equipment Line Item.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution

ATTACHMENT: Resolution_R94
ATTACHMENT: Quote
ATTACHMENT: R94 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE EQUIPMENT REPLACEMENT FUND (312)

WHEREAS: the unit cost per radio is under the capital equipment threshold of $5,000; and

WHEREAS: a budget adjustment is necessary to classify the expenditures properly as minor equipment.

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

That authorization is given for the following budget adjustment:

Equipment Replacement Fund (312)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
312-0000-416.60-70 Minor Equipment	PS2558	$154,000	$111,791	$0	$265,791
312-0000-416. 70-25 Major Equipment	PS2558	$161,212	$0	$111,791	$49,421
Total Uses		$315,212	$111,791	$111,791	$315,212

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

PROPOSAL

Rio Rancho Police Department
500 Quantum Rd NE
RIO RANCHO NM 87124

Date
Sep 17, 2024

Expiry
Oct 29, 2024

Quote Number
20245520

Reference
Public Works Radios

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
VP-5430M2	Kenwood Viking 5000 P25 Digital Portable radio in 7/800 MHz. Front display and limited keypad. Comes with Radio, Antenna, Battery, Belt Clip, Speaker Mic, and 3-Year Warranty Enabled Options P25, P25 Trunking, TDMA, LLA, ARC4, and OTAP	20.00	3,430.05	25.00%	Tax Exempt	51,450.75
KSC-52AK	Kenwood Charger (New Style). Charger will not work with old style batteries.	20.00	92.30	25.00%	Tax Exempt	1,384.50
VM-5930BF	Kenwood Viking 5000 P25 Digital Dash Mount Mobile radio. Comes with standard installation kit, mic, external speaker, and 3-Year Warranty. Enabled Options P25, P25 Trunking, TDMA, LLA, ARC4, and OTAP	15.00	3,876.80	25.00%	Tax Exempt	43,614.00
ANTKIT	Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna Low Profile 7/800 NMO Mount	15.00	275.00	25.00%	Tax Exempt	3,093.75
INSTALL	Installation of new dash mount mobile radio in PW vehicle. Standard install Pickup truck On-Site Installation in RR	15.00	760.00		7.4375%	11,400.00

Subtotal *(includes a discount of 33,181.00)*	110,943.00
TOTAL TAX	847.88
TOTAL USD	**111,790.88**

Terms

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

All Proposals are good for 90 Days unless otherwise dated. We reserve the right to withdraw any proposal at anytime. Shipping & Freight charges maybe added to final invoice if not listed on the Proposal.

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 94 **ENACTMENT NO. 24-093**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE EQUIPMENT REPLACEMENT FUND (312)

WHEREAS: the unit cost per radio is under the capital equipment threshold of $5,000; and

WHEREAS: a budget adjustment is necessary to classify the expenditures properly as minor equipment.

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

That authorization is given for the following budget adjustment:

Equipment Replacement Fund (312)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
312-0000-416.60-70 Minor Equipment	PS2558	$154,000	$111,791	$0	$265,791
312-0000-416. 70-25 Major Equipment	PS2558	$161,212	$0	$111,791	$49,421
Total Uses		$315,212	$111,791	$111,791	$315,212

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R95

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Police Department

SUBJECT:
R95, Resolution Authorizing a Budget Adjustment to the General Fund (101)

BACKGROUND AND ANALYSIS:

The Sandoval County DWI Planning Council and DWI Taskforce has provided a total of $16,225 in funding for the Local DWI (LDWI) and County DWI (CDWI) Distribution Grants for the Fiscal Year 2025.

The LDWI programs provides law enforcement with overtime funds to perform DWI enforcement checkpoints, and saturation patrols. The funding awarded for this program is $12,725.00.

The CDWI programs provides law enforcement with overtime funds to perform DWI enforcement underage drinking enforcement. The funding awarded for this program is $3,500.00.

The grants provide resources to fund overtime costs for the Rio Rancho Police Department to focus on issues such as DWIs, distracted driving, drivers not wearing seatbelts, and other driving behaviors adversely impacting traffic safety.

The City of Rio Rancho has accepted these grant funds for several consecutive years. The grant funds further traffic enforcement operations at no cost to the City of Rio Rancho.

IMPACT:
Approving the Resolution will provide additional funding from the Sandoval County DWI Planning Council and DWI Taskforce and allow the Rio Rancho Police Department to conduct additional traffic enforcement to reduce traffic crash fatalities and injuries.

The grant funds will increase the General Fund overall budget, in order to support the overtime expenses associated with the noted traffic enforcement operations.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R95
ATTACHMENT: R95 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL FUND (101)

WHEREAS: Sandoval County is the fiscal agent for the Sandoval County DWI Planning Council and DWI Taskforce concerning Local DWI and DWI Distribution Grants, Traffic Safety Bureau Division Grant and all Underage Drinking Prevention Grants received from the State of New Mexico; and

WHEREAS: the programs provide law enforcement with overtime funds to perform DWI enforcement checkpoints and saturation patrols, and underage drinking enforcement; and

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

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

That authorization is given for the following budget adjustment:

Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-0000-342.31-00 Sandoval SDWI Rev	PS2569	$4,858	$16,225		$21,083
Total Sources		$4,858	$16,225		$21,083

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-6025-424.10-17 Salaries and Wages SDWI Overtime	PS2569	$3,708	$16,225		$19,933
Total Uses		$3,708	$16,225		$19,933

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 95 **ENACTMENT NO. 24-094**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL FUND (101)

WHEREAS: Sandoval County is the fiscal agent for the Sandoval County DWI Planning Council and DWI Taskforce concerning Local DWI and DWI Distribution Grants, Traffic Safety Bureau Division Grant and all Underage Drinking Prevention Grants received from the State of New Mexico; and

WHEREAS: the programs provide law enforcement with overtime funds to perform DWI enforcement checkpoints and saturation patrols, and underage drinking enforcement; and

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

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

That authorization is given for the following budget adjustment:

Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-0000-342.31-00 Sandoval SDWI Rev	PS2569	$4,858	$16,225		$21,083
Total Sources		$4,858	$16,225		$21,083

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-6025-424.10-17 Salaries and Wages SDWI Overtime	PS2569	$3,708	$16,225		$19,933
Total Uses		$3,708	$16,225		$19,933

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R96

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Fire and Rescue

SUBJECT:
R96, Resolution Authorizing a Budget Adjustment to the Emergency Medical Services Fund (251)

BACKGROUND AND ANALYSIS:
The Fire and Rescue Department was awarded $75,000 from the EMS Fund Act to purchase portable suction units, pay for EMT re-licensures, and cover tuition-related costs for EMT and Paramedic courses.

The Department was also awarded $23,992 from the EMS Competitive Grant to purchase an auto compression device.

A budget adjustment is necessary to classify the equipment expenditure, re-licensure, and tuition properly.

IMPACT:
The proposed Resolution will create the budget and necessary line items related to the new purchase of an auto compression device, portable suction units, and Paramedic and EMT tuition.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R96
ATTACHMENT: R96 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE EMERGENCY MEDICAL SERVICES FUND (251)

WHEREAS: the City has been awarded two grants related to the EMS Fund Act to improve the delivery of emergency medical services in Rio Rancho; and

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

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

That authorization is given for the following budget adjustment:

Emergency Medical Services Fund (251)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
251-0000-334.10-00 State Grants Revenue	See Note	$20,000	$78,992		$98,992
Total Sources		$20,000	$78,992		$98,992

*FR2554: $23,992
No Project: 55,000

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
251-0000-423.50-11 Conference/Training	No Project	$9,500	$55,001		$64,501
251-0000-423.70-25 Major Equipment	FR2554	$4,395	$23,992		$28,387
251-0000-423.90-01 Unreserved Fund Balance	No Project	$1		$1	$0
Total Uses		$13,896	$78,993	$1	$92,888

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 96 **ENACTMENT NO. 24-095**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE EMERGENCY MEDICAL SERVICES FUND (251)

WHEREAS: the City has been awarded two grants related to the EMS Fund Act to improve the delivery of emergency medical services in Rio Rancho; and

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

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

That authorization is given for the following budget adjustment:

Emergency Medical Services Fund (251)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
251-0000-334.10-00 State Grants Revenue	See Note	$20,000	$78,992		$98,992
Total Sources		$20,000	$78,992		$98,992

*FR2554: $23,992
No Project: 55,000

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
251-0000-423.50-11 Conference/Training	No Project	$9,500	$55,001		$64,501
251-0000-423.70-25 Major Equipment	FR2554	$4,395	$23,992		$28,387
251-0000-423.90-01 Unreserved Fund Balance	No Project	$1		$1	$0
Total Uses		$13,896	$78,993	$1	$92,888

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R97

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Police Department

SUBJECT:
R97, Resolution Authorizing Budget Adjustments to the Automated Traffic Enforcement Fund (246)

BACKGROUND AND ANALYSIS:
The current FY 2025 Budget contains funds for the purchase of police computer equipment associated with police vehicle replacements.

This adjustment is necessary to correctly classify the expenditures as major equipment and contract services.

IMPACT:
Funds are already budgeted for these expenditures under the Automated Traffic Enforcement Fund (246).

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R97
ATTACHMENT: Quote
ATTACHMENT: R97 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO THE AUTOMATED TRAFFIC ENFORCEMENT FUND (246)

WHEREAS: the current FY 2025 Budget contains funds for the purchase of police computer equipment associated with police vehicle replacements; and

WHEREAS: a budget adjustment is necessary to properly classify the expenditure as major equipment and contract services for warranties and product services.

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

That authorization is given for the following budget adjustment:

Automated Traffic Enforcement Fund (246)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
246-0000-424.32-07 Contract Services	PS2530	$32,121	$10,676	$0	$42,797
246-0000-424.60-70 Minor Equipment	PS2530	$50,298	$0	$10,676	$39,622
246-0000-424.70-15 Vehicles and Heavy Equipment	PS2530	$649,153	$0	$107,721	$541,432
246-0000-424.70-25 Major Equipment	PS2530	$0	$107,721		$107,721
Total Uses		$731,572	$118,397	$118,397	$731,572

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Quote

Rio Rancho Police Dept.
Attention: Sgt. Dan Fleming
500 Quantum Rd.
RIO RANCHO NM 87124

Date
2 Oct 2024

Expiry
14 Nov 2024

Quote Number
240154v2

Reference
Rio Rancho PD - Qty. 17 CF-33 Toughbook's and Acces. Quote

Enchanted Technology Solutions
6615 Sujeto Rd. NW
Albuquerque, NM 87120
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
CF-334Z-3GAM	PANASONIC Corp. of America: Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0" QHD Gloved Multi Touch + Digitizer, 32GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Contactless SmartCard Reader, Barcode, Standard Batteries (2), TPM 2.0, Flat - CF-SVCBIOS1 - Custom BIOS - CF-SVCLTNF3YR - 3 Year Protection Plus Warranty - CF-SVC512SSD3Y - 3 Year No Return of Defective Drive - CF-SVCPDEP3Y - 3 Year Premier Deployment - CF-SVCFESGEN10 - Mobility Engineering Field Service MSRP: $6,540.40 * NM State Contract Price is 10% off MSRP: $5,886.36	17.00	4,495.00	76,415.00
CF-SVCPSY5	4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit Includes Premier Protection Plus, Customer Portal Disk Image Management HDD, No HDD return service MSRP: $645.00 * As per State Contract, No Discount on Services.	17.00	627.98	10,675.66
CF-VEK335LMP	Panasonic Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand. Display can be Opened to any Angle and Supports Convertible Mode. Compatible with Tablet, 33 Laptop Vehicle Dock and 33 Desktop Dock. MSRP: $670.00 * NM State Contract Price is 10% off MSRP: $603.00	17.00	585.00	9,945.00

Item	Description	Quantity	Unit Price	Amount USD
GJ-33TLVDL2	Panasonic Gamber Johnson LITE TrimLine Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB-A (6), Serial, LAN (2), Dual RF. Features two front USB ports for easy access. Requires Premium Keyboard (sold separately). MSRP: $2,106.00 * NM State Contract Price is 10% off MSRP: $1,895.40	17.00	1,099.00	18,683.00
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1 MSRP: $175.00 * NM State Contract Price is 10% off MSRP: $157.50	17.00	157.50	2,677.50
			Subtotal	118,396.16
			TOTAL TAX	0.00
			TOTAL USD	**118,396.16**

Terms

New Mexico State Price Agreement - 10-00000-20-00048
Title: Communications, Radio Equipment, Parts, Accessories and Related Services

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 30 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 97 **ENACTMENT NO. 24-096**

RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO THE AUTOMATED TRAFFIC ENFORCEMENT FUND (246)

WHEREAS: the current FY 2025 Budget contains funds for the purchase of police computer equipment associated with police vehicle replacements; and

WHEREAS: a budget adjustment is necessary to properly classify the expenditure as major equipment and contract services for warranties and product services.

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

That authorization is given for the following budget adjustment:

Automated Traffic Enforcement Fund (246)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
246-0000-424.32-07 Contract Services	PS2530	$32,121	$10,676	$0	$42,797
246-0000-424.60-70 Minor Equipment	PS2530	$50,298	$0	$10,676	$39,622
246-0000-424.70-15 Vehicles and Heavy Equipment	PS2530	$649,153	$0	$107,721	$541,432
246-0000-424.70-25 Major Equipment	PS2530	$0	$107,721		$107,721
Total Uses		$731,572	$118,397	$118,397	$731,572

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R98

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Public Works

SUBJECT:
R98, Resolution Authorizing the Disposal of Obsolete and Non-Working Equipment and Furniture (Public Works Department)

BACKGROUND AND ANALYSIS:
Miscellaneous equipment and minor furniture (e.g., HVAC, desks, lighting) will be replaced due to age, deterioration, and/or lack of available replacement parts and needs to be disposed.

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

IMPACT:
Approval of the Resolution will enable the City to dispose of the obsolete and non-working equipment and office furniture.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R98
ATTACHMENT: Exhibit A
ATTACHMENT: R98 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE AND NON-WORKING EQUIPMENT AND OFFICE FURNITURE (PUBLIC WORKS DEPARTMENT)

WHEREAS: the Public Works Department is replacing equipment and furniture through upgrades at City facilities; and

WHEREAS: due to the age, deterioration, and/or lack of available replacement parts upgrades are required; and

WHEREAS: the disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for 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 formal authorization is hereby given to properly dispose of the obsolete and nonworking equipment and furniture items listed in Exhibit A, attached hereto.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Disposal Listing - Exhibit A

Item/Description	Total # of Like Items	CoRR Tag Number
Star Heights		
STRHTSREC evap cooler Phoenix TH6812	**1**	**335**
STRHTSREC mini split system EMI	**1**	**370**
STRHTSREC fan exhaust green heck GB-80-4x-QD	**1**	**334**
STRHTSREC pkg unit Rheem RKKA-A060JK13E	**1**	**371**
STRHTSREC pkg unit Rheem RRKA-A024JK04E	**1**	**372**
Animal Control Kennel		
ARCKNL - furnace Reznor	**1**	**964**
ARCKNL - evap cooler Champion	**1**	**967**
ARCKNL - evap cooler Champion	**1**	**968**
ARCKNL - evap cooler Champion	**1**	**969**
ARCKNL - unit heater gas Re-Verber-Ray	**1**	**979**
ARCKNL - unit heater gas Dayton	**1**	**974**
ARCKNL - unit heater gas Modine	**1**	**978**
Animal Control Admin		
ARCADM pkg unit York DM078N15A2AAc2A	**1**	**960**
ARCADM pkg unit York D1NA042N	**1**	**961**
Fire station 1		
Evap cooler Champion 10012V	**1**	**934**
Fan Exhaust Fantech 58DD10BB	**1**	**999**
pkg unit York	**1**	**1000**
unit heater gas Dayton	**1**	**843**
unit heater gas Dayton	**1**	**851**
unit heater gas Dayton	**1**	**852**
unit heater gas Dayton	**1**	**853**
pkg unit York D6CG060N39906C	**1**	**463**
Fan Exhaust Greenheck GB-70-4	**1**	**998**
pkg unit York D6CG036N0	**1**	**996**
Fan Exhaust Greenheck cube-14-5-208-4a	**1**	**936**
PDHQ		
mini split system Fujitsu AOU36CLX	**1**	**770**
mini split system Fujitsu AOU30CLX	**1**	**782**
mini split system Fujitsu AOU30CLX	**1**	**786**
mini split system Mitsubishi	**1**	**790**
Fire station 5		
evap cooler Phoenix	**1**	**426**
Fire station 2		
fan exhaust lauren cook	**1**	**988**
evap cooler phoenix mfg	**1**	**991**
pkg unit rheem RKMA-A072CM13E	**1**	**990**
Aquatics Center		
Plumbing water softner	**1**	**471**
Sports Complex		
evap cooler	**1**	**413**
Unit Heater Electric Dayton 2YU62	**1**	**415**
SROW		
Furnace York P3HUC20N001A	**1**	**465**

Item/Description	Total # of Like Items	CoRR Tag Number
evap cooler Phonix Mfg	**1**	**810**
evap cooler Phonix Mfg	**1**	**811**
evap cooler Phonix Mfg	**1**	**812**
Sabana Grande rec center		
evap cooler Champion	**1**	**050**
evap cooler Phoenix Mfg inc	**1**	**871**
fan exhaust	**1**	**865**
fan exhaust	**1**	**869**
unit heater gas Rheem	**1**	**873**
unit heater gas Rheem	**1**	**874**
City Hall		
Governing Body Chambers Dais and work tables	**1**	**N/A**
Governing Body Chambers Lighting and Ceiling Grid	**1**	**N/A**

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 98 **ENACTMENT NO. 24-097**

RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE AND NON-WORKING EQUIPMENT AND OFFICE FURNITURE (PUBLIC WORKS DEPARTMENT)

WHEREAS: the Public Works Department is replacing equipment and furniture through upgrades at City facilities; and

WHEREAS: due to the age, deterioration, and/or lack of available replacement parts upgrades are required; and

WHEREAS: the disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for 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 formal authorization is hereby given to properly dispose of the obsolete and nonworking equipment and furniture items listed in Exhibit A, attached hereto.

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R99

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Public Works

SUBJECT:
R99, Resolution Authorizing the Disposal of Damaged or Obsolete Equipment Components, Traffic Control Devices, Traffic Signal Components, and Street Lighting

BACKGROUND AND ANALYSIS:
The Public Works Department's Building Maintenance & Custodial Division, Fleet Division, and Traffic Section regularly dispose of obsolete and/or damaged equipment components, street signs, traffic signal equipment, and street lighting.

This equipment is stored at City facilities until it can be recycled or disposed. The City receives funds from the recycling of items approved for disposal.

Items that are not recycled or disposed of in a timely manner take up valuable space at City facilities and can be detrimental to a safe working environment.

Items included in this disposal request are worn equipment replacement parts, poles, streetlight heads, scrap signs, posts, and hardware.

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:
Approval of the Resolution will enable the Department to remove damaged and/or obsolete equipment from City facilities. The City is able to recoup some revenue from the recycled materials.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R99
ATTACHMENT: Exhibit A

ATTACHMENT: R99 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING THE DISPOSAL OF DAMAGED AND/OR OBSOLETE EQUIPMENT COMPONENTS, TRAFFIC CONTROL DEVICES, TRAFFIC SIGNAL COMPONENTS, AND STREET LIGHTING

WHEREAS: the Public Works Department's Building Maintenance & Custodial Division, Fleet Division, and Traffic Section has damaged and/or obsolete equipment components, traffic control devices, traffic signal components, and street lighting in storage at City facilities; and

WHEREAS: the Public Works Department desires to remove this equipment and dispose of it at a local recycling center; 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 allow the damaged and /or obsolete traffic control devices and street lighting to be recycled.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

EXHIBIT A

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

Items to be recycled

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 99 **ENACTMENT NO. 24-098**

RESOLUTION AUTHORIZING THE DISPOSAL OF DAMAGED AND/OR OBSOLETE EQUIPMENT COMPONENTS, TRAFFIC CONTROL DEVICES, TRAFFIC SIGNAL COMPONENTS, AND STREET LIGHTING

WHEREAS: the Public Works Department's Building Maintenance & Custodial Division, Fleet Division, and Traffic Section has damaged and/or obsolete equipment components, traffic control devices, traffic signal components, and street lighting in storage at City facilities; and

WHEREAS: the Public Works Department desires to remove this equipment and dispose of it at a local recycling center; 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 allow the damaged and /or obsolete traffic control devices and street lighting to be recycled.

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R100

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Utilities

SUBJECT:
R100, Resolution Authorizing a Budget Adjustment to the Water Capital Improvement Fund (540)

BACKGROUND AND ANALYSIS:
In May 2019, the City of Rio Rancho entered into an agreement with the U.S. Bureau of Reclamation, Pueblo of Isleta, Pueblo of Santa Ana and Middle Rio Grande Conservancy District (MRGCD) to fund projects that will benefit riverine and/or Bosque habitat, endangered species and groundwater resource management. The agreement resolved water rights protests and established a cooperative relationship for water management in the middle Rio Grande.

As part of this agreement the City and MRGCD were to contribute $100,000 each to fund these projects resulting in total of $200,000 available. The City has received $100,000 from MRGCD and has budgeted $100,000 as their joint financial commitment.

A budget adjustment of $200,000 is required to spend the funds as defined in the agreement because the proposed Cooperative Habitat projects are not associated with specific capital improvements.

IMPACT:

Approval of the Resolution will permit the Utilities Department to expend funds as defined in the agreement with the U.S. Bureau of Reclamation, Pueblo of Isleta, Pueblo of Santa Ana and Middle Rio Grande Conservancy District.

The proposed budget adjustment 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_R100
ATTACHMENT: R100 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE WATER CAPITAL IMPROVEMENT FUND (540)

WHEREAS: in May 2019, the City signed an agreement with U.S. Bureau of Reclamation, Pueblo of Isleta, Pueblo of Santa Ana and Middle Rio Grande Conservancy District (MRGCD) resolving water rights protests; and

WHEREAS: the agreement established a fund for projects that will benefit riverine and/or Bosque habitat, endangered species and ground water management; and

WHEREAS: the agreement stipulates that the City and the Middle Rio Grande Conservancy District (MRGCD) contribute $100,000 each resulting in a balance of $200,000 to fund these projects; and

WHEREAS: since the Cooperative Habitat Enhancement projects are not associated with a specific capital improvement, funding will be reallocated to an account that will enable the City to expend funds as defined in the agreement; and

WHEREAS: a budget adjustment is necessary to expend 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:

Water Capital Improvement Fund (540)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
540-7125-540-3207 Contract Services	WA2018	$0	$200,000		$200,000
540-7125-540-7037 Infrastructure Water / Wastewater	WA2018	$30,296,303		$200,000	$30,096,303
Total Uses		$30,296,303	$200,000	$200,000	$30,296,303

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____

Noel Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 100 **ENACTMENT NO. 24-099**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE WATER CAPITAL IMPROVEMENT FUND (540)

WHEREAS: in May 2019, the City signed an agreement with U.S. Bureau of Reclamation, Pueblo of Isleta, Pueblo of Santa Ana and Middle Rio Grande Conservancy District (MRGCD) resolving water rights protests; and

WHEREAS: the agreement established a fund for projects that will benefit riverine and/or Bosque habitat, endangered species and ground water management; and

WHEREAS: the agreement stipulates that the City and the Middle Rio Grande Conservancy District (MRGCD) contribute $100,000 each resulting in a balance of $200,000 to fund these projects; and

WHEREAS: since the Cooperative Habitat Enhancement projects are not associated with a specific capital improvement, funding will be reallocated to an account that will enable the City to expend funds as defined in the agreement; and

WHEREAS: a budget adjustment is necessary to expend 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:

Water Capital Improvement Fund (540)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
540-7125-540-3207 Contract Services	WA2018	$0	$200,000		$200,000
540-7125-540-7037 Infrastructure Water / Wastewater	WA2018	$30,296,303		$200,000	$30,096,303
Total Uses		$30,296,303	$200,000	$200,000	$30,296,303

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D48

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Administration

SUBJECT:
D48, Appointment of Catherine VerEecke to the Capital Improvements Plan Citizen's Advisory Committee (CIPCAC)

BACKGROUND AND ANALYSIS:
CIPCAC primarily advises on the preparation, implementation, and updating of the City's impact fees capital improvement plan. This plan pertains to construction and/or acquisition of public assets necessary to meet growth service level goals and objectives using fees paid by new development. CIPCAC also advises on federal Community Development Block Grant funding allocations.

CIPCAC consists of seven municipal residents with not less than 40% (three members) being representatives of the real estate, development or building industries, in accordance with the New Mexico Development Fees Act. No more than two members of CIPCAC can reside in the same City Council District, or be an employee or official of a municipality, county or other governmental entity per State law.

Catherine VerEecke resides in City Council District 6. If appointed, VerEecke will serve a term that expires on January 26, 2026, and serve as a real estate/development member on the committee based on professional experience.

IMPACT:
The appointment will fill a vacancy on CIPCAC caused by resignation.

ALTERNATIVES:
Approve the appointment.

Do not approve the appointment.

DEPARTMENT RECOMMENDATION:
Mayor Hull recommends the appointment of Catherine VerEecke to CIPCAC.

ATTACHMENT: VerEecke Resume

Catherine VerEecke

[redacted]

OBJECTIVE

To assist a local government entity to identify and address the physical, economic, and social needs and values of the community. Key skills include current planning, anthropology, history, long range planning, community engagement, project development, and management.

EXPERIENCE

Planning and Development Services – April 2016 to December 2023
PLANNING MANAGER, Bernalillo County, New Mexico

- Managed and participated in all aspects of the permitting and public hearing process for Land Use Planning requests for hearings for the County Planning Commission and the Board of County Commissioners, including legal public notices, reports and records, and also communication with other staff and stakeholders. Drafted and evaluated community plans.

Department of Building, Zoning, and Planning – December 2000 to April 2016
PROGRAM PLANNER, Bernalillo County, New Mexico

- Reviewed applications for various land use cases to be presented at public hearings (Planning Commission, Board of County Commissioners); Provided customer service regarding individual properties and prospective land use changes; Coordinated research and community meetings for neighborhood plans and special projects; Coordinated work with County Departments and other agencies related to land use.

Department of Anthropology – August 2006 to May 2009
Adjunct Lecturer, Anthropology Department, University of New Mexico

- Taught undergraduate classes in cultural anthropology

Department of Planning and Development – May 2000 to December 2000
PLANNER I, Mesa County, Colorado

- Processed and reviewed applications for various administrative procedures, such as minor subdivision plats, permits, and property line adjustments. Assisted with land use plan development.

Planning Department -- November 1998 to April 2000
PLANNING INTERN, City of Arvada, Colorado

- Assisted the public with information on maps, zoning, land use, comprehensive plan, and planning processes; conducted research and wrote staff reports for public hearings.

Downtown Development Authority -- May 1999 to September 1999
RESEARCH ASSISTANT, City of Greeley, Colorado

- Conducted research and provided reports on City history, population characteristics, housing, and economic development.

College of Liberal Arts and Sciences – June 1994 to June 1998
ASSOCIATE IN, University of Florida, Gainesville, Florida

- Managed program office, supervised staff. Wrote grant proposals for program funding and special activities; Drafted and managed budgets. Taught classes in African Studies.

National Museum of Ethnology -- June 1992 to June 1993
RESEARCH ASSOCIATE, Osaka, Japan

- Conducted research on social life in Japan; wrote reports and articles on previous research in Africa.

College of Liberal Arts and Studies -- July 1987 to June 1992
LECTURER, Ohio State University, International Studies, Columbus, Ohio

- Helped establish the nationally-recognized program in African Studies; Served as assistant to director of African studies program; managed program office, supervised support staff; Taught international studies classes.

Department of Sociology and Anthropology—October 1983 to November 1986
LECTURER, University of Maiduguri, Nigeria

- Conducted research on ethnicity and urbanization in the City of Yola, Nigeria; Taught undergraduate classes in anthropology

EDUCATION

Master's Program, Urban and Regional Planning, August 1998 to December 2000
University of Colorado at Denver

Graduate Program, (Master's Degree+) Anthropology, August 1978 - May 1988
University of Pennsylvania, Philadelphia

Undergraduate Program, Anthropology, August 1976 to May 1980
State University of New York at Stony Brook

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D49

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Administration

SUBJECT:
D49, Appointment of Shawn Loddy to the Capital Improvements Plan Citizen's Advisory Committee (CIPCAC)

BACKGROUND AND ANALYSIS:
CIPCAC primarily advises on the preparation, implementation, and updating of the City's impact fees capital improvement plan. This plan pertains to construction and/or acquisition of public assets necessary to meet growth service level goals and objectives using fees paid by new development. CIPCAC also advises on federal Community Development Block Grant funding allocations.

CIPCAC consists of seven municipal residents with not less than 40% (three members) being representatives of the real estate, development or building industries, in accordance with the New Mexico Development Fees Act. No more than two members of CIPCAC can reside in the same City Council District, or be an employee or official of a municipality, county or other governmental entity per State law.

Shawn Loddy resides in City Council District 5. If appointed, Loddy will serve a term that expires on November 14, 2027 and serve as an at-large member.

IMPACT:
The appointment will fill a vacancy on CIPCAC caused by term expiration.

ALTERNATIVES:
Approve the appointment.

Do not approve the appointment.

DEPARTMENT RECOMMENDATION:
Mayor Hull recommends the appointment of Shawn Loddy to CIPCAC.

ATTACHMENT: Loddy Resume

SHAWN LODDY

[redacted]

OBJECTIVE

To serve on a Board/Commission/Committee with the City of Rio Rancho

SKILLS

Strong Sales and Consulting for Defined Benefit Plans
401k/403b Plan Specialist
Retirement Planning
Business Benefits Analysis
Business continuation Planning
Building Client Relationships
Strong presentation skills
Tax Planning
Entrepreneur
Business Management
People Management
Leadership

Experience

RIA with SML Advisory
07/15/2015 to present
I have established long-term relationships through clear, honest communication with my clients. I am very good at presenting complex financial topics in a clear and concise manner.

Regal Securities, Inc.
07/07/2005 – 08/01/2015
Financial Services and 401k Sales and client account management. Portfolio Management Consulting

SCF Securities, Inc
09/08/2005 – 11/30/2007
Financial Services and 401k Sales and client account management

Principal Financial Group
04/10/2000 – 06/04/2004
Financial Services and 401k Sales and client account management.

EDUCATION

BS Hotel & Restaurant Mgt. | 1994 | United States International University

MIBA, master's in international business | 1996 | Unites States International University GPA 3.6

LICENSES

SECUITIES SEIRES 65 ACTIVE
7, 63, 6 INACTIVE
LIFE AND HEALTH

REFERENCES UPON REQUEST

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O25

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Development Services

SUBJECT:
O25, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Rio Rancho Estates Unit 13, Block 79, Lot 15 From R-1: Single-Family Residential District to M-1: Industrial and Business Park District, Identifying Conditions of Development; Providing for Severability and an Effective Date

BACKGROUND AND ANALYSIS:
The applicant, Sandy Desert Properties, LLC, through their agent, Matthew Carle., requests approval of a Zone Map Amendment for the lot legally described as Unit 13, Block 79, Lot 15, from R-1: Single-Family Residential to M-1: Industrial and Business Park District. The subject property consists of 0.98 acres and is zoned R-1: Single-Family Residential, per R.O. No. 72, Enactment No. 94-70, adopted December 28, 1994.

The subject parcel is addressed off of Tinsmith St. NE, north of Lumberman Rd NE (see attached Location, Zoning map). Adjacent zoning is R-1: Single-Family Residential to the north and south (beyond the adjacent property), M-1: Industrial and Business Park to the South and West, and R-1 and C-1: Retail Commercial to the east. The subject property lies within the Del Norte Specific Area Plan.

The Planning and Zoning Board reviewed this item at their October 22, 2024 meeting and recommended the Governing Body adopt the Ordinance.

CONFORMANCE WITH THE CITY ZONING ORDINANCE:
City of Rio Rancho Code of Ordinances (R.O. 2003) §150.07 (A) requires that an applicant file a request for a zone map amendment through the City Planning and Zoning Board when a change in zoning designation is sought.

The Planning and Zoning Board recommends the Governing Body find that the application, presented as an attachment, meets the submittal requirements for the proposed zoning request.

Pursuant to criteria provided by R.O. 2003 § 150.07 (D) (1) through (4) and (E) through (G), a request for a change in zoning designation must address the following policies and criterion for a zone map change:

(1) A proposed zone change must be found to be consistent with the health, safety, morals, and general welfare of the City.

The applicant states in their letter, "an M-1 zoning designation is consistent with the health, safety, morals, and general welfare of the City of Rio Rancho. The opening and operation of light

Manufacturing businesses will directly benefit the several hundred existing residences in the surrounding residential communities by providing employment opportunities, repair shops, medical clinics and similar services, as well as industrial centers. The M-1 zoning designation would complement the existing and surrounding Employment Center areas by allowing a variety of industrial options and creating an activity center to serve the surrounding community. The proposed ZMA will also maintain the safety and morals of the Rio Rancho community by providing stability and opportunity in an otherwise undeveloped area."

The Planning and Zoning Board recommends the Governing Body find that the proposed M-1: Industrial zoning would be consistent with the health, safety, morals, and general welfare of the City as it is consistent with the Del Norte Specific Area Plan, which identifies the subject parcels as part of the "Employment Center" portion of the land use map. The action also furthers Action EDP-5 of the Comprehensive Land Use Plan to "Identify and zone multiple light manufacturing and commercial sites across the City."

(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 not be made.

The applicant states, "The zone map amendment is consistent with the Del Norte Specific Area Plan (DNSAP) and its goal to Provide for a variety of retail commercial, office, warehouse, industrial, and other uses to facilitate commerce and provide residents with goods and services. Furthermore, the City's Vision 2020 Integrated Comprehensive Plan (ICP) encourages expansion of the City's gross receipts tax base by recruiting additional local repair and manufacturing uses and desires to make Rio Rancho a place where one can live, work, shop, and play without leaving the city. A zoning designation of M-1 for the Subject Property will enable the area to grow in a fashion contemplated by the DNSAP and the ICP by allowing mixed use employment center development to compliment and support the existing residential community."

The Planning and Zoning Board recommends the Governing Body find that the zone change is consistent with the Del Norte Specific Area Plan Land Use Map, which identifies the subject properties as being part of the "Employment Center" area of the Plan. Per the Del Norte Specific Area Plan Section 4.2.3, permissive land use categories include: M-1: Industrial and Business Park District; C-2: Wholesale and Warehouse Commercial District; O-1: Office District; SU: Special Use District; and MU-A: Mixed Use Activity Center District. Staff recommends the Board find that the requested zone change will bring the subject property into conformance with the proposed zoning of the Del Norte Specific Area Plan, achieving stability of land use.

(3) A proposed change shall generally be consistent 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.

The applicant states, "the Subject Property is a part of the DNSAP. The proposed M-1 zoning is consistent with the proposed land uses envisioned by the DNSAP and the ICP. The M-1 zoning is also already present for almost half of the properties located on this Block and the streets south and west of Tinsmith Rd. NE."

The Planning and Zoning Board recommends the Governing Body find that the proposed zone map amendment would meet the intent of the Comprehensive Plan and the Del Norte Specific Area Plan. As previously stated, re-zoning the subject properties to M-1: Industrial and Business Park District is consistent with the outlined land uses of the Del Norte Specific Area Plan and furthers Action EDP-5 of the Comprehensive Plan, which is to "Identify and zone multiple light manufacturing and commercial sites across the City."

(4) The applicant must demonstrate that the existing zoning is inappropriate because:
(A) There was an error, mistake, or is necessary to correct an injustice that occurred when the existing zone map pattern was created, including the placement of an R-1 transitional zone or 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 (D)(1) or (2) does not apply. Applicant's reliance on this provision requires proof that (i) there is a public need for a changed of the kind in questions, and (ii) that need will be best served by changing the classification of the particular pieces of property in question as compared with other available property.

The applicant states that, "Since the adoption of the DNSAP there have been several neighborhood and community changes (Criterion b) locally that justify a change in zoning. For these reasons, the requested M-1 zoning for this Property will better serve the interests of the City of Rio Rancho than the existing R-1 zoning."

The Planning and Zoning Board recommends the Governing Body find this criterion has been met, as this proposed Zone Map Amendment will both further the light manufacturing goals of the Comprehensive Plan, as well as bring the subject parcels into conformance with the land use as identified in the Del Norte Specific Area Plan.

(E) The cost of land or other economic considerations pertaining to the applicant shall not be the determining factor for a change of zone.

The applicant states, "The cost of land or other economic considerations are not the determining factor for this request. The request is to bring the zoning in alignment with surrounding properties on this Block and encourage additional opportunities for Employment Center in this Development Node. Changing the zoning to match surrounding Lots would create the opportunity to acquire surrounding lots, and replat them into a single large lot."

The Planning and Zoning Board recommends the Governing Body find that the cost of the land or other economic considerations do not appear to be a justification for the proposed zone map amendment.

(F) Location on a collector or major street is not in itself sufficient justification of apartment, office, or commercial zoning.

The applicant states, "The requested zone change is not solely being requested based on its location along a major street."

The Planning and Zoning Board recommends the Governing Body find that the sole justification for this request is not based on the site's location on a major street.

(G) A zone change request which would give a zone different from surrounding zoning to one small area, especially when only one premises is involved, is generally called a "spot zone." Such a change of zone may only be approved 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.

The applicant states, "The requested zone map amendment works to further reduce what appears to be an existing spot zoning dilemma in the row of properties on both portions of this Block. Reducing the R-1 zoning sprinkled within this Block will expand a planned Light Manufacturing (M-1)) area currently affecting over 40% of that Block's land area, which will encourage the remaining lots to eventually change their zoning to M-1 since it applies to a large, contiguous area within DNSAP and the proposed zoning is the same as surrounding properties."

The Planning and Zoning Board recommends the Governing Body find that the request does not constitute a spot zone, in that this zone change furthers the original land uses as defined in the Del Norte Specific Area Plan as well as helps address the issue of spotty R-1: Single Family Residential zoned parcels in the area.

NOTIFICATIONS: In accordance with State Statute NMSA 3-21-6, which stipulates notification procedures for this type of zoning action, all property owners within 100 feet of the subject properties received a certified letter containing a notice of action and impending Governing Body hearing. A legal notice was published in the Albuquerque Journal on October 30, 2024.

INTERDEPARTMENTAL/INTERAGENCY REVIEW:

Reviewing Agency	Received Application for Review	Comments
DSD Planning and Zoning	X	Comments within
DSD Engineering	X	No comments provided
Rio Rancho Public Schools	X	No comments provided
Fire and Rescue	X	Fire approves the request
Police Department	X	No comments provided
SSCAFCA	X	No comments
MRCOG	X	No comments provided
Parks, Recreation, and Community Services	X	No comments

IMPACT:

The Planning and Zoning Board recommends the Governing Body adopt the Zoning Ordinance, subject to the following findings below:

GENERAL FINDINGS OF FACT:
1. The Planning and Zoning Board may make a recommendation to the Governing Body on the applicant's request for a zone map amendment.
2. Following procedures for a zone map amendment, proper notice of this hearing on this matter was given.
3. The applicant has the authority to make an application to request a zone map amendment.
4. The applicant and adjacent property owners received due process, as proper notice and an opportunity to present views was given.

SPECIFIC FINDINGS OF FACT:
The applicant has submitted an application and narrative which demonstrates that the change in zoning designation meets the requirements of the Rio Rancho Code of Ordinances (R.O. 2003) § 150.07(D) Amendments, including:

1. The proposed zone change would be consistent with the health, safety, morals, and general welfare of the City by promoting implementation of the Del Norte Specific Area Plan and City's Comprehensive Plan.

2. The applicant has provided sound justification, in a narrative dated September 5, 2024, for the proposed zone change and the the zone map amendment would provide for stability of zoning.
3. The proposed zone map amendment would be consistent with the intent of the adopted elements of the Comprehensive Plan and Del Norte Specific Area Plan.
4. The applicant has demonstrated that the M-1: Industrial and Business Park District zoning designation would be a more advantageous zone for the subject properties, as it will both align the land use with adjacent parcels and further Action EDP-5 of the Comprehensive Plan.
5. The cost of the land or other economic considerations does not appear to be a justification for the proposed zone map amendment.
6. The applicant has provided sufficient justification that the zone map amendment request is not based on the properties' location.
7. The requested zone map amendment would not create a "spot zone" in that it makes a pocketed area previously zoned R-1: Single-Family Residential District consistent with adjacent parcels zoned M-1: Industrial and Business Park District.

If the Governing Body determines the proposed zone map amendment is not justified, the following findings are recommended for denial:

SPECIFIC FINDINGS OF FACT FOR DENIAL:
1. The proposed zone map amendment does not meet the requirements of Rio Rancho Code of Ordinances (R.O. 2003) §150.07(D) Amendments.

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

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

ATTACHMENT: Ordinance_O25
ATTACHMENT: Application
ATTACHMENT: Map
ATTACHMENT: Justification
ATTACHMENT: Legal Notice
ATTACHMENT: O25 - Signed

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. **ENACTMENT NO.**

ORDINANCE OF THE CITY OF RIO RANCHO, NEW MEXICO AMENDING THE ZONING CLASSIFICATION AND OFFICIAL ZONING MAP FOR THE PROPERTY LEGALLY DESCRIBED AS RIO RANCHO ESTATES UNIT 13, BLOCK 79, LOT 15 FROM R-1: SINGLE-FAMILY RESIDENTIAL DISTRICT TO M-1: INDUSTRIAL AND BUSINESS PARK DISTRICT, IDENTIFYING CONDITIONS OF DEVELOPMENT; 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: in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 150.07, an application to amend the zoning ordinance on the subject properties has been submitted by the City of Rio Rancho, and assigned City Case No. 24-100-00010; and

WHEREAS: the Governing Body adopted the Del Norte Specific Area Plan on December 12, 2007 with Resolution No. 106, Enactment No. 07-105, and as amended under Resolution No. 126, Enactment No. 09-123; and

WHEREAS: the City of Rio Rancho Planning and Zoning Board held a duly noticed public hearing on October 22, 2024, regarding proposed changes to the Official Zoning Map and, following study and consideration, has made findings (where applicable) whether or not the criteria in R.O. 2003 Section 150.07 are satisfied, and made these recommendations to the Governing Body regarding adoption of the changes; and

WHEREAS: the Governing Body received a report from the Planning and Zoning Board, and such report indicates the Planning and Zoning Board has studied and considered the proposed changes pursuant to R.O. 2003 Section 150.07, and said report includes specific findings related to the affected property; and

WHEREAS: a public hearing 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 district and Official Zone Map changes hereinafter described were duly advertised and held by the Governing Body of Rio Rancho on November 14, 2024 and the Governing Body heard interested parties and citizens for an 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 amendment 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 the 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. Rezoning of Property and Change in Land Use.

The Official Zone Map is hereby amended by assigning a zoning designation on approximately .98 acres from R-1: Single Family Residential District to M-1: Industrial and Business Park District on the lands legally described as:

> Rio Rancho Estates Unit 13, Block 79, Lot 15, as shown on the plat entitled "S.E. PORTION OF UNIT THIRTEEN, RIO RANCHO ESTATES, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY, NEW MEXICO" filed in the office of the County Clerk of Sandoval County, New Mexico on February 6, 1967 (RRE Book 1, Page 51A).

Section 2. Land Use, Conditions, Development Standards/Regulations and use of PROPERTY: The property identified in Section 1, above, is subject to all requirements of the M-1: Industrial and Business Park District set forth in R.O. 2003 Section 154.28 (as of the effective date of the ordinance or as subsequently amended).

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. 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)

Rio Rancho
City of Vision

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: Sandy Desert Properties,LLC			Phone: (505)239-1617
Address: PO Box 15834			E-Mail: sandy.desert@q.com
City: Rio Rancho	State: NM		Zip: 87174
Proprietary Interest: Manager	List Owners: Matthew Carle		
Deed or Ownership Verification Provided: (Initials) m.c.		Letter of Authorization Provided: (Initials)	
Agent Name: Matthew Carle			Phone:
Address: same			E-Mail:
City:	State:		ZIP Code:

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

Change the zoning of a single Lot.

SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)

Subdivision/Unit: Rio Rancho Unit 13	Block(s): 79	Lot(s): 15
Existing Zoning: R-1	Proposed Zoning: M-1	
No. of existing lots: 1	No. of proposed lots: 1	Total area of site (acres) .98

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: Matthew Carle	Applicant: same	Agent: same	
Signature: Matthew Carle		Date: 9/5/24	

FOR OFFICIAL USE ONLY

H.T.E. PROJECT #	FEE	RECEIPT #

APPLICATION ACCEPTED BY: _____ **DATE:**

ZONE MAP AMENDMENT
RRE UNIT 13, BLOCK 79, LOT 15

RioRancho City of Vision

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.

GIS Moving Spatial Data Forward

Map Created by Chris Benson on 10/03/2024

Amy Rincon
Director of Development Services
City of Rio Rancho
3200 Civic Center Drive
Rio Rancho, NM 87144

RE: Zone Map Amendment for: Unit 13, Block 79, Lot 15

Dear Ms. Rincon: September 5, 2024

Matthew Carle, on behalf of Sandy Desert Properties, LLC, respectfully requests a Zone Map Amendment (ZMA) for a single Subject Property on Block 79 of Unit 13 from a Residential Zone (R-1) to Manufacturing Zone (M-1).

The subject property for this ZMA request is just shy of one full acre according to VisionView and within the Del Norte Specific Area Plan (DNSAP). More particularly, the address is 1411 Tinsmith St. NE. (see Figure 1 below).

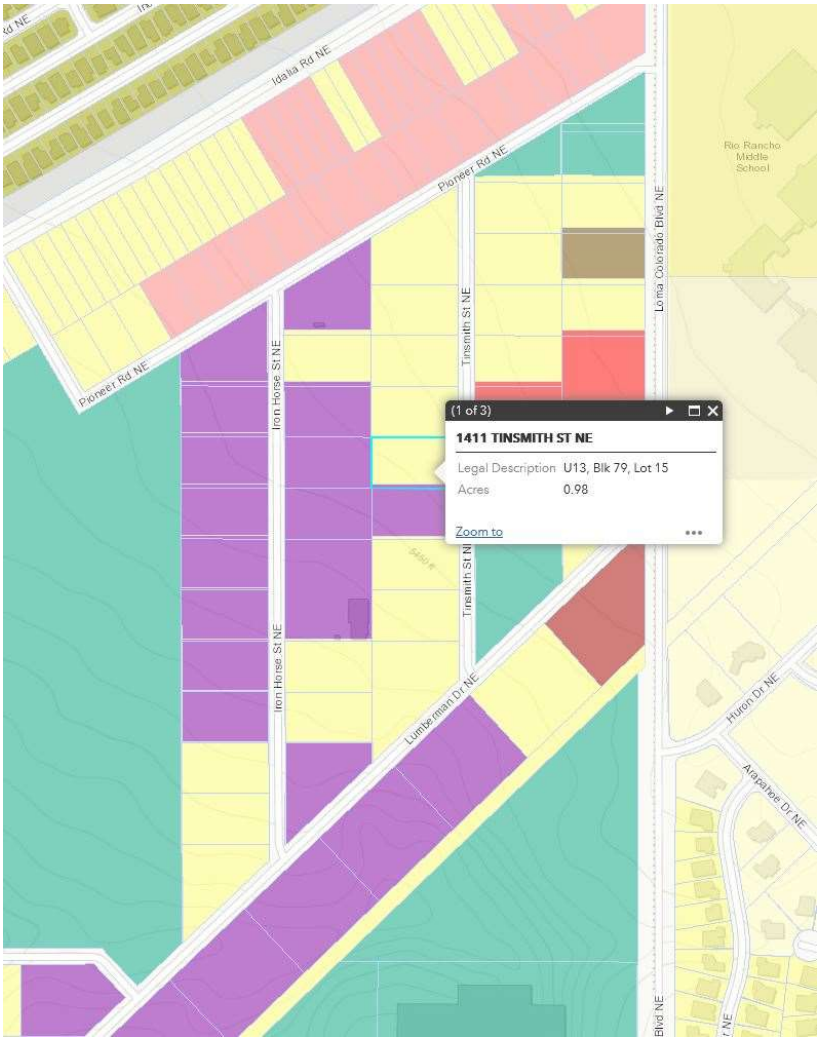


FIGURE 1

SITE CONTEXT/ZONE MAP AMENDMENT

The subject property is situated within the DNSAP. The surrounding area consists of a Community Center containing Lowe's, and a Speedway gas station to the south, Idalia Rd. to the north, Rio Rancho Middle School on Loma Colorado Rd. NE to the East, and the city landfill to the west.

The entire Block 79 is designated as Employment Center (see Figure 2), which allows the proposed M-1 zoning, and roughly 40% of the original R-1 lots have already been converted to the proposed zoning see Figure 1). This ZMA is consistent with already zoned lots on the Block.

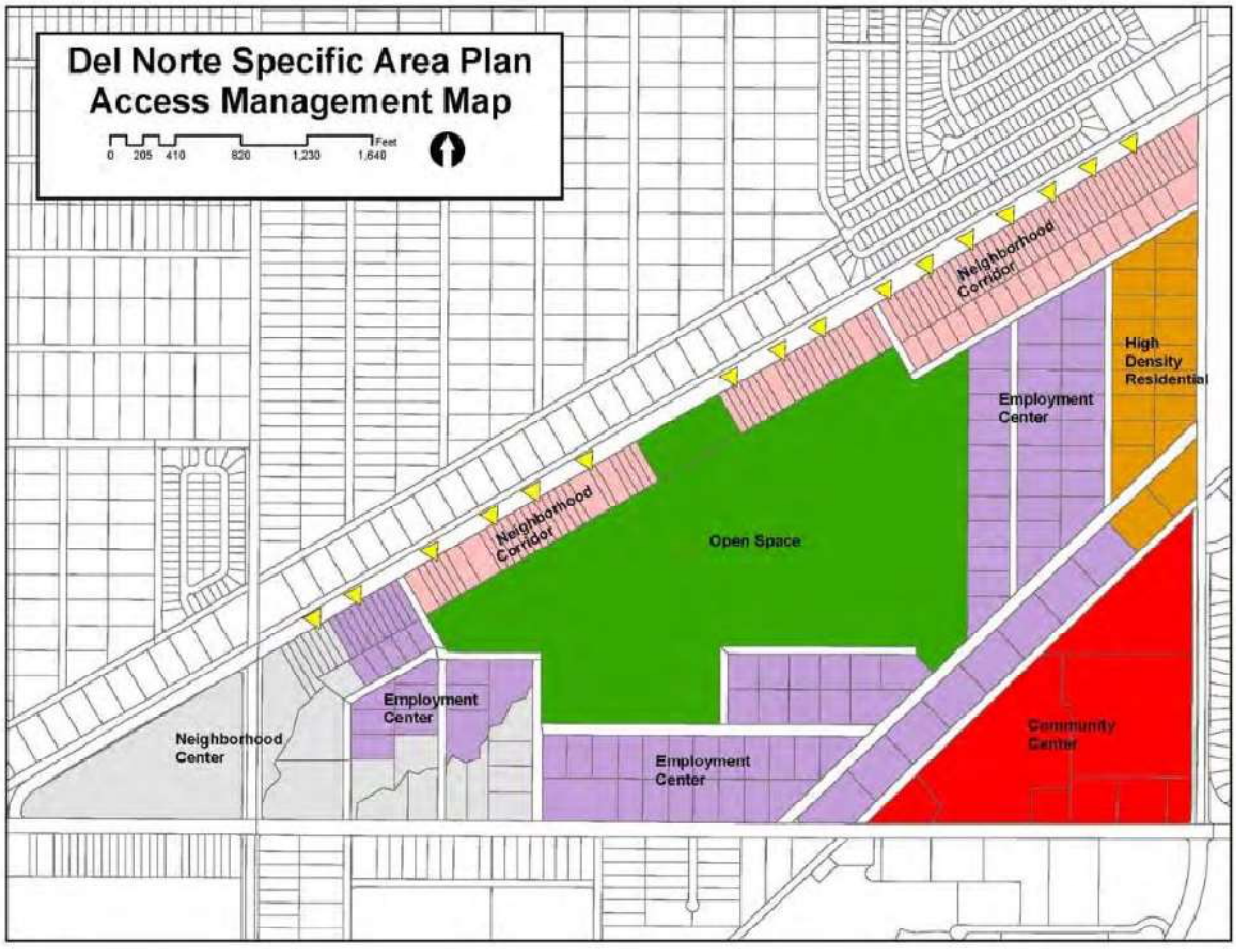


FIGURE 2 CURRENT ZONE MAP

SECTION 150.07 JUSTIFICATION

The following addresses the criteria set in the Municipal Code for a zone map amendment request. A justification per Section 150.07 (D-G), Policies for Deciding Zone Map Amendments is provided below.

(D) The following Policies for deciding zone map change applications pursuant to the City Zoning Code are:

1. A proposed zone change must be found to be consistent with the health, safety, morals, and general welfare of the city.

Applicant Response: An M-1 zoning designation is consistent with the health, safety, morals, and general welfare of the City of Rio Rancho. The opening and operation of light Manufacturing businesses will directly benefit the several hundred existing residences in the surrounding residential communities by providing employment opportunities, repair shops, medical clinics and similar services, as well as industrial centers. The ZMA will also support the productive use of land that has otherwise remained unused and undeveloped.

The proposed ZMA provides the opportunity to further the health and welfare of the City by creating the development conditions necessary to construct high quality manufacturing and/or industrial development that will meet the needs of existing and future Rio Rancho residents. Additionally, the ZMA will allow the Subject Property to be developed consistent with the surrounding land uses. The M-1 zoning designation would complement the existing and surrounding Employment Center areas by allowing a variety of industrial options and creating an activity center to serve the surrounding community. The proposed ZMA will also maintain the safety and morals of the Rio Rancho community by providing stability and opportunity in an otherwise undeveloped area.

The surrounding area consists of undeveloped raw land, mixed residential, light manufacturing, and commercial development

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 not be made.

Applicant Response: The zone map amendment is consistent with the Del Norte Specific Area Plan ("DNSAP") and its goal to Provide for a variety of retail commercial, office, warehouse, industrial, and other uses to facilitate commerce and provide residents with goods and services. Furthermore, the City's Vision 2020 Integrated Comprehensive Plan ("ICP") encourages expansion of the City's gross receipts tax base by recruiting additional local repair and manufacturing uses and desires to make Rio Rancho a place where one can live, work, shop, and play without leaving the city. Approving the zone map amendment will further the goals of not only the DNSAP, but of the ICP as well. A zoning designation of M-1 for the Subject Property will enable the area to grow in a fashion contemplated by the DNSAP and the ICP by allowing mixed use employment center development to compliment and support the existing residential community. The zone map amendment will allow the Subject Property to be used for a wide variety of purposes designed to support the economic needs of the community.

In addition, a zone map amendment of the Subject Property to M-1 would contribute to eliminating the existing "spot" zoning issue that exists in the row of properties throughout this Block. Reducing the residential zoning sprinkled within this row of properties will create a catalyst for light manufacturing development in this area by establishing a consistent zoning in the area. The Subject Property is one of many in the area that has been undeveloped since the inception of the DNSAP. Many of the lots in the area, including those bounding the Subject Property, were zoned R-1 prior to the creation of the DNSAP. Granting this zone map amendment will contribute to the growth of the area in concert with the vision of the City of Rio Rancho.

The requested zone map amendment will allow the Subject Property to be developed and/or combined with adjacent, same zoned properties, in a manner compatible with surrounding uses and consistent with current development possibilities and the goals of the overlay zone that covers the south portion of this Block. For this reason, there is sound justification for the requested zone change.

3. A proposed change shall generally be consistent 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.

Applicant Response: As described above, the Subject Property is a part of the DNSAP. The proposed M-1 zoning is consistent with the proposed land uses envisioned by the DNSAP and the ICP. The M-1 zoning is also already present for almost half of the properties located on this Block and the streets south and west of Tinsmith Rd. NE.

In addition to compliance with the DNSAP, the request for rezoning furthers several goals and policies of the Rio Rancho Comprehensive Plan (the "Comprehensive Plan") as identified below (Comprehensive Plan goals and policies are not in italics).

Goal L-1: Encourage mixed uses- retail, office, and residential centered on pedestrian- oriented developments along principal arterial roads.

Goal L-2: Encourage consolidation of lots to promote a variety of land uses in a planned manner.

Goal L-3: Maintain a balance of land uses throughout the city.

Policy L-2: Promote and support neighborhood scale retail activities that are consistent with residential development.

Through rezoning of the Subject Property to M-1, the City of Rio Rancho would allow for additional Employment Center uses integrated with residential as expressly contemplated and encouraged by the Comprehensive Plan. Rezoning would promote a variety of land use in the community to encourage neighborhood businesses co-existing with residential areas to create neighborhoods and ultimately a city envisioned within 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 an injustice that occurred when the existing zone map pattern was created, including the placement of an 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 (0)(1) or (2) does not apply. Applicant's reliance on this provision required proof that (i) there is a public need for a change of the kind in question, and (ii) that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

Applicant's Response: Since the adoption of the DNSAP there have been several neighborhood and community changes (Criterion b) locally that justify a change in zoning, including the following:

- *The land use of the DNSAP has changed since its inception in 2007 owing largely to the increase in residential areas and the influx of new homes. This growth of residential areas merits the support of the City in providing needed neighborhood services, amenities and comforts that will substantially increase the satisfaction of the residents in the surrounding community. Light manufacturing needs a place nearby to call home. The DNSAP and the Comprehensive Plan support this proposition. In order to provide these neighborhood amenities, the Subject Property must be rezoned M-1 to allow the land use to accommodate the needs and desires of the residents.*

- *In direct contravention to the DNSAP and the Comprehensive Plan the majority of the land in this area has been left undeveloped. Rezoning the Subject Property will increase the likelihood of the DNSAP and the Comprehensive Plan goals being achieved.*

For these reasons, the requested M-1 zoning for this Property will better serve the interests of the City of Rio Rancho than the existing R-1 zoning.

(E) The cost of land or other economic considerations pertaining to the applicant shall not be the determining factor for a change of zone.

<u>Applicant Response:</u> The cost of land or other economic considerations are not the determining factor for this request. The request is to bring the zoning in alignment with surrounding properties on this Block and encourage additional opportunities for Employment Center in this Development Node. Changing the zoning to match surrounding Lots would create the opportunity to acquire surrounding lots, and replat them into a single large lot.

(F) Location on a collector or major street is not in itself sufficient justification of apartment, office, or commercial zoning.

Applicant's Response: The requested zone change is not solely being requested based on its location along a major street. While the proximity of the Subject Property to two arterial streets is a factor to be

considered in the zone map amendment, it is not the sole factor and there are substantial other considerations that support approval of the zone map amendment as detailed in this letter. Notably, the zone map amendment would further the goals and polices of the DNSAP and Comprehensive Plan. The goals and policies set forth in the Comprehensive Plan and the DNSAP dictate a need for Industrial and manufacturing activity in proximity to residential neighborhoods and rezoning the Subject Property to M-1 operates to achieve those goals and adhere to those policies.

(G) A zone change request which would give a zone different from surrounding zoning to one small area, especially when only one premises 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.

Applicant's Response: The requested zone map amendment works to further reduce what appears to be an existing spot zoning dilemma in the row of properties on both portions of this Block. Reducing the R-1 zoning sprinkled within this Block will expand a planned Light Manufacturing (M-1)) area currently affecting over 40% of that Block's land area, which will encourage the remaining lots to eventually change their zoning to M-1 since it applies to a large, contiguous area within DNSAP and the proposed zoning is the same as surrounding properties.

We respectfully request that the Rio Rancho Planning and Zoning Board and Governing Body approve this request for a zone map amendment from R-1 to M-1 for this single Lot.

If you have any questions, please contact me at **sandy.desert@q.com** **or** (505) 239-1617

Sincerely,
Sandy Desert Properties, LLC

Matthew Carle
Manager

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 25, 2024

RE: Zone Map Amendment
Case No. 24-100-00010
U13, Blk 79, Lot 15

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, Sandy Desert Properties, LLC, through their agent, Matthew Carle., requests approval of a Zone Map Amendment for the lot legally described as Unit 13, Block 79, Lot 15, from R-1 to M-1. The subject property consists of .98 acres.

The **Governing Body** will consider the request on **Thursday, November 14, 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

ZONE MAP AMENDMENT
RRE UNIT 13, BLOCK 79, LOT 15

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.

Map Created by Chris Benson on 10/03/2024

NEW MEXICO'S LEADING NEWS SOURCE

ALBUQUERQUE JOURNAL

El Defensor Chieftain | Rio Rancho Observer | Valencia County News-Bulletin

Dept 880697
PO Box 29650
Phoenix, AZ 85038-9650 Phone: (505)823-3220

Proof of Ad 10/25/2024

Account:	**1010956**
Name:	**CITY OF RIO RANCHO**
Company:	**CITY OF RIO RANCHO DEVELOPMENT SVCS DEPT** **ATTN: ACCOUNTS PAYABLE**
Address:	**3200 CIVIC CENTER CIR NE** **RIO RANCHO, NM 87144**
Telephone:	**(505)891-5005**

Ad ID:	**132870**
Description:	
Run Dates:	**10/30/2024 - 10/30/2024**
Class:	**3001**
Orig User:	**dmontoya**
Words:	**162**
Lines:	**45**
Agate Lines:	**68**
Depth:	**4.79**
Blind Box:	

Total Ad Cost $65.27
Amount Paid $0.00

Publication	Start	Stop	Inserts	Cost
Albuquerque Journal	10/30/2024	10/30/2024	1	60.65

RRioRancho
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, November 14, 2024:

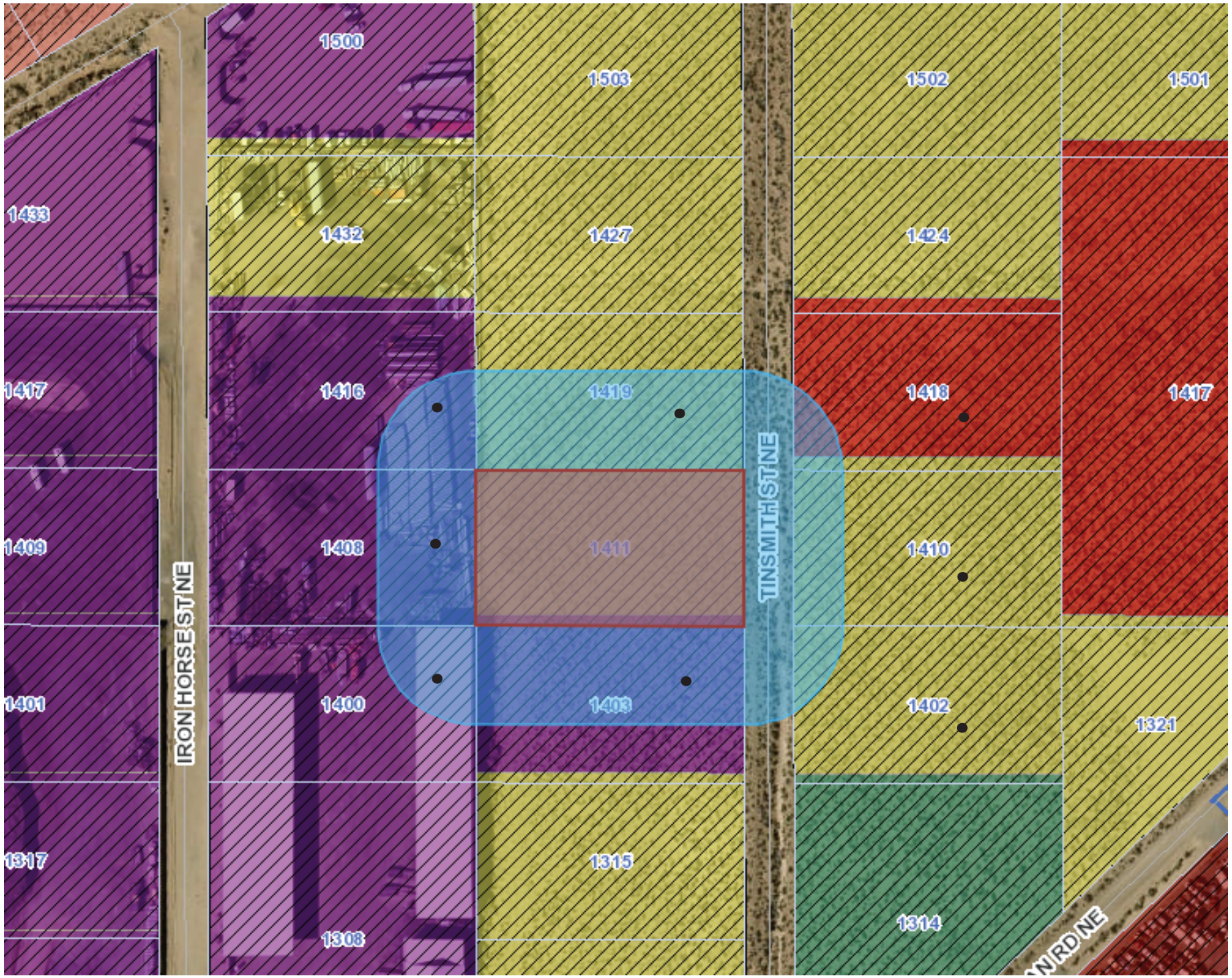
Zone Map Amendment
Case #24-110-00010

The applicant, Sandy Desert Properties, LLC, through their agent, Matthew Carle., requests approval of a Zone Map Amendment for the lot legally described as Unit 13, Block 79, Lot 15, from R-1 to M-1. The subject property consists of .98 acres.

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 30, 2024



NOTICE MAP:

• - CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO PROPERTIES WITHIN 100FT

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. 25 **ENACTMENT NO. 24-25**

ORDINANCE OF THE CITY OF RIO RANCHO, NEW MEXICO AMENDING THE ZONING CLASSIFICATION AND OFFICIAL ZONING MAP FOR THE PROPERTY LEGALLY DESCRIBED AS RIO RANCHO ESTATES UNIT 13, BLOCK 79, LOT 15 FROM R-1: SINGLE-FAMILY RESIDENTIAL DISTRICT TO M-1: INDUSTRIAL AND BUSINESS PARK DISTRICT, IDENTIFYING CONDITIONS OF DEVELOPMENT; 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: in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 150.07, an application to amend the zoning ordinance on the subject properties has been submitted by the City of Rio Rancho, and assigned City Case No. 24-100-00010; and

WHEREAS: the Governing Body adopted the Del Norte Specific Area Plan on December 12, 2007 with Resolution No. 106, Enactment No. 07-105, and as amended under Resolution No. 126, Enactment No. 09-123; and

WHEREAS: the City of Rio Rancho Planning and Zoning Board held a duly noticed public hearing on October 22, 2024, regarding proposed changes to the Official Zoning Map and, following study and consideration, has made findings (where applicable) whether or not the criteria in R.O. 2003 Section 150.07 are satisfied, and made these recommendations to the Governing Body regarding adoption of the changes; and

WHEREAS: the Governing Body received a report from the Planning and Zoning Board, and such report indicates the Planning and Zoning Board has studied and considered the proposed changes pursuant to R.O. 2003 Section 150.07, and said report includes specific findings related to the affected property; and

WHEREAS: a public hearing 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 district and Official Zone Map changes hereinafter described were duly advertised and held by the Governing Body of Rio Rancho on November 14, 2024 and the Governing Body heard interested parties and citizens for an 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 amendment 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 the 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. Rezoning of Property and Change in Land Use.

The Official Zone Map is hereby amended by assigning a zoning designation on approximately .98 acres from R-1: Single Family Residential District to M-1: Industrial and Business Park District on the lands legally described as:

> Rio Rancho Estates Unit 13, Block 79, Lot 15, as shown on the plat entitled "S.E. PORTION OF UNIT THIRTEEN, RIO RANCHO ESTATES, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY, NEW MEXICO" filed in the office of the County Clerk of Sandoval County, New Mexico on February 6, 1967 (RRE Book 1, Page 51A).

Section 2. Land Use, Conditions, Development Standards/Regulations and use of PROPERTY: The property identified in Section 1, above, is subject to all requirements of the M-1: Industrial and Business Park District set forth in R.O. 2003 Section 154.28 (as of the effective date of the ordinance or as subsequently amended).

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

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D50

AGENDA DATE:
November 14, 2024

DEPARTMENT:
City Clerk

SUBJECT:
D50, Approval for Murphy Oil USA, Inc. DBA Murphy Express 8911 (the "Applicant") located at 4150 Southern Blvd., SE, Rio Rancho, NM 87124 for transfer of New Mexico Dispenser License DIS-000579.

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 ownership and change of location of NM Dispenser Liquor License No. DIS-000579 with package sales at Murphy Express, 4150 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: Murphy Oil USA

September 20, 2024

Certified Mail No.: 7021 2720 0001 2205 2362

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. DIS-000579** 10792
Name of Applicant:	Murphy Oil USA, Inc.
Doing Business As:	Murphy Express 8911
Proposed Location:	4150 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 A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-000579 WITH PACKAGE SALES ONLY.

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) 795-4942 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 the Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

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

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

ABC USE ONLY: Application Fee $ 200 Received on: 7.23.24 Receipt No. _____
License Fee $ _____ Received on: _____ Receipt No. _____
Application Number: _____ Local Option District: _____

License Number. 0792 License Type Dispenser
Record Owner of Existing License: John Masci.
Current D/B/A Name: The Tropics Bar
Current Premises Address: 503 Chino Ave., Gamerco, NM 87317
Current LOD: McKinley Is License moving out of Local Option District? ☑Yes ~~■No~~ per Jerry Hamm at Hearing 8-21.

Check appropriate boxes:
Application is for: ☐Transfer of Ownership ■Transfer of Ownership and Location ☐Transfer of Location Only
Applicant is ☐Individual ☐Limited Liability Company ■Corporation ☐Partnership (General/Limited)

NAME OF APPLICANT: Murphy Oil USA, Inc.
D/B/A Name to be used: Murphy Express 8911 Business Phone No: (870)881-6826
Mailing Address: P. O. Box 7300, El Dorado, Arkansas 71731-7300
Email (required) wesley.price@murphyusa.com
Physical location where license is to be used: 4150 Southern Blvd. SE, Rio Rancho, NM 87124
County: Bernalillo (Include street number / highway number / state road, city, state, and zip code)
Are alcoholic beverages currently being dispensed at the proposed location ☑Yes (per Jerry Hamm) ☐No If Yes, License # / Type: Canopy 1358.
Contact Person: Jerry A. Hamm **Phone #:** (505)264-8316 **Email:** jhammllbc@aol.com

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

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

Signature of Applicant: _____ Date: 4/30/2024

Notary Public Use Only: (State of Arkansas, County of Union)
SUBSCRIBED AND SWORN TO before me this 30th day of April, 2024
By: Jennifer Bridges Notary Public Tiffany Hamaker
Date my Commission Expires: May 5, 2032

TIFFANY HAMAKER
UNION COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires May 05, 2032
Commission No. 12719270

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: _____

Received
JUL 23 2024

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): **RRSC, LLC**

B. Date and Term of Lease: **09/09/2021 20 year primary term w/ 4-5 year renewal options**

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

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: **Westside Cumberland Presbyterian Church** Miles/feet: **894 ft.**

Address/location of Church: **4110 Sabana Grande Ave.SE, Rio Rancho, NM**

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

Name of School: **Kidszone School** Miles/feet: **894 ft.**

Address/location of School: **4110 Sabana Ave. SE, Rio Rancho, NM**

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

April 26, 2024

New Mexico Regulation and Licensing Department
Alcoholic Beverage Control Division
P.O. Box 25101
Santa Fe, NM 87504-5101

RE: Zoning Certification for pre-packaged alcohol sales at 4150 Southern Boulevard SE., Rio Rancho, NM 87124. Case No. 24-165-00014

This zoning certification has been prepared in response to an inquiry from Mr. Jerry A. Hamm regarding the above referenced property.

The subject property is known by legal description as Rio Rancho Shopping Center, Tract G3, located at 4150 Southern Boulevard SE (see Attachment I).

Pursuant to Ordinance No. 81-015, the property is zoned C-1: Retail Commercial (see Attachment II). All permissive and conditional uses of the C-1: Retail Commercial District are allowed and conditional uses shall require a conditional use permit.

Pursuant to Rio Rancho Municipal Code (R.O. 2003) Title XV, Land Use, Chapter 154.24, C-1: Retail Commercial District, (B), included in the permissive uses of this zoning designation are: " (9) Gasoline service stations, convenience stores, and car washes; (31) Stores for the sale of retail goods, products, and services (see Attachment (III).

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 (see Attachment IV).

Retail establishments are allowed to sell alcoholic beverages on the establishment premises 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.

If you have questions or require additional information please do not hesitate to contact me. I may be reached at 505-896-8777 or email aking@rrnm.gov.

This information was researched and provided to you on April 26, 2024 by the undersigned, on behalf of The Development Services Department, per your request and as a public service. The above information

is believed to be accurate and is based upon, or relates to the information you requested. The Development Services Department assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours.

CITY OF RIO RANCHO, NEW MEXICO
A municipal corporation.

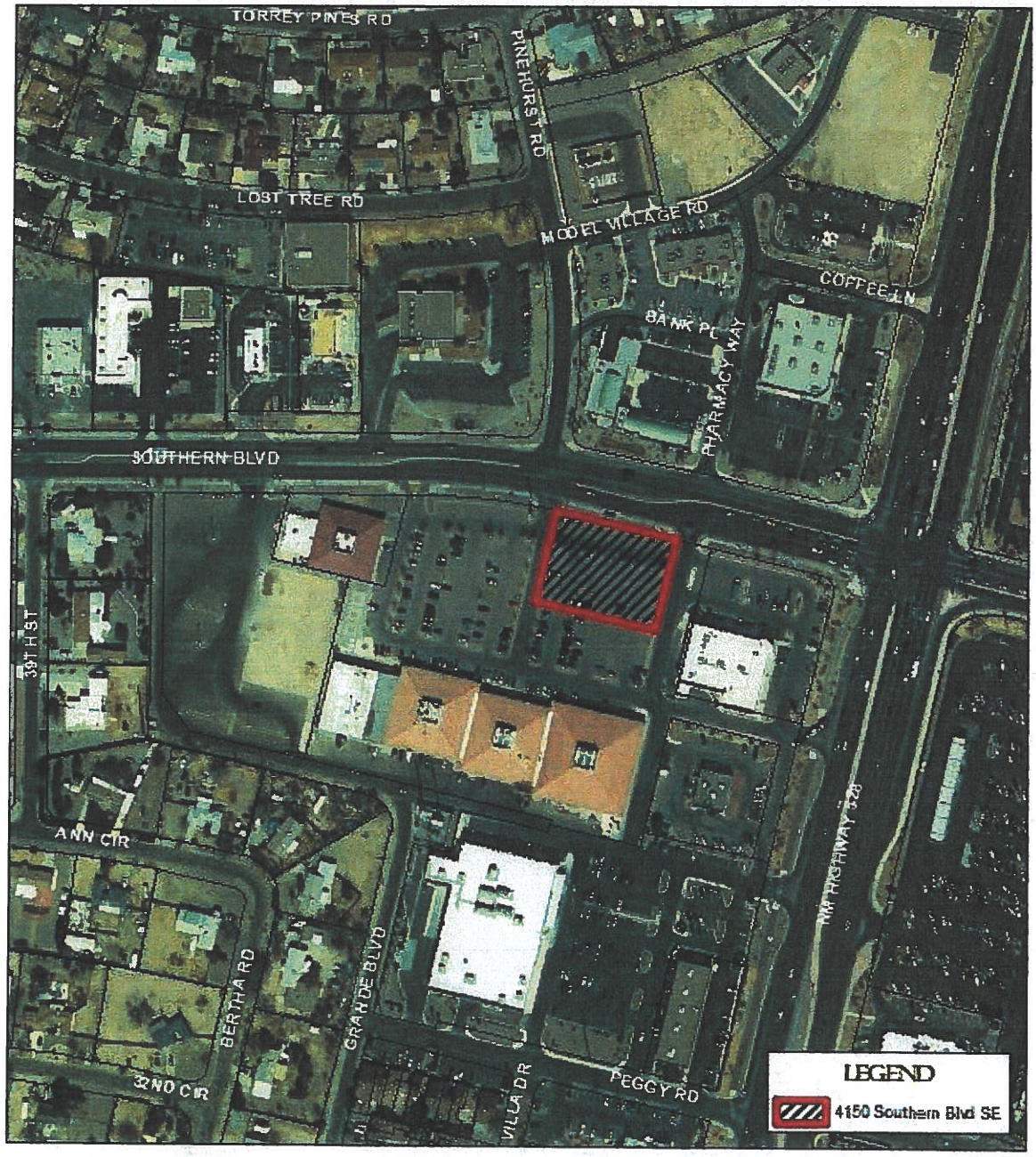
Angela King

Angela King, Zoning Specialist
Development Services Department
3200 Civic Center Circle NE
Rio Rancho, NM 87124
(505) 896-8777
aking@rrnm.gov

Attachments:
I Location Map
II RRO 81-15 Zoning Map
III RRO Chapter 154.24 C-1: Retail Commercial
IV RRO Chapter 112: Alcoholic Beverages

4150 SOUTHERN BLVD. SE

ATTACHMENT I
1 OF 1

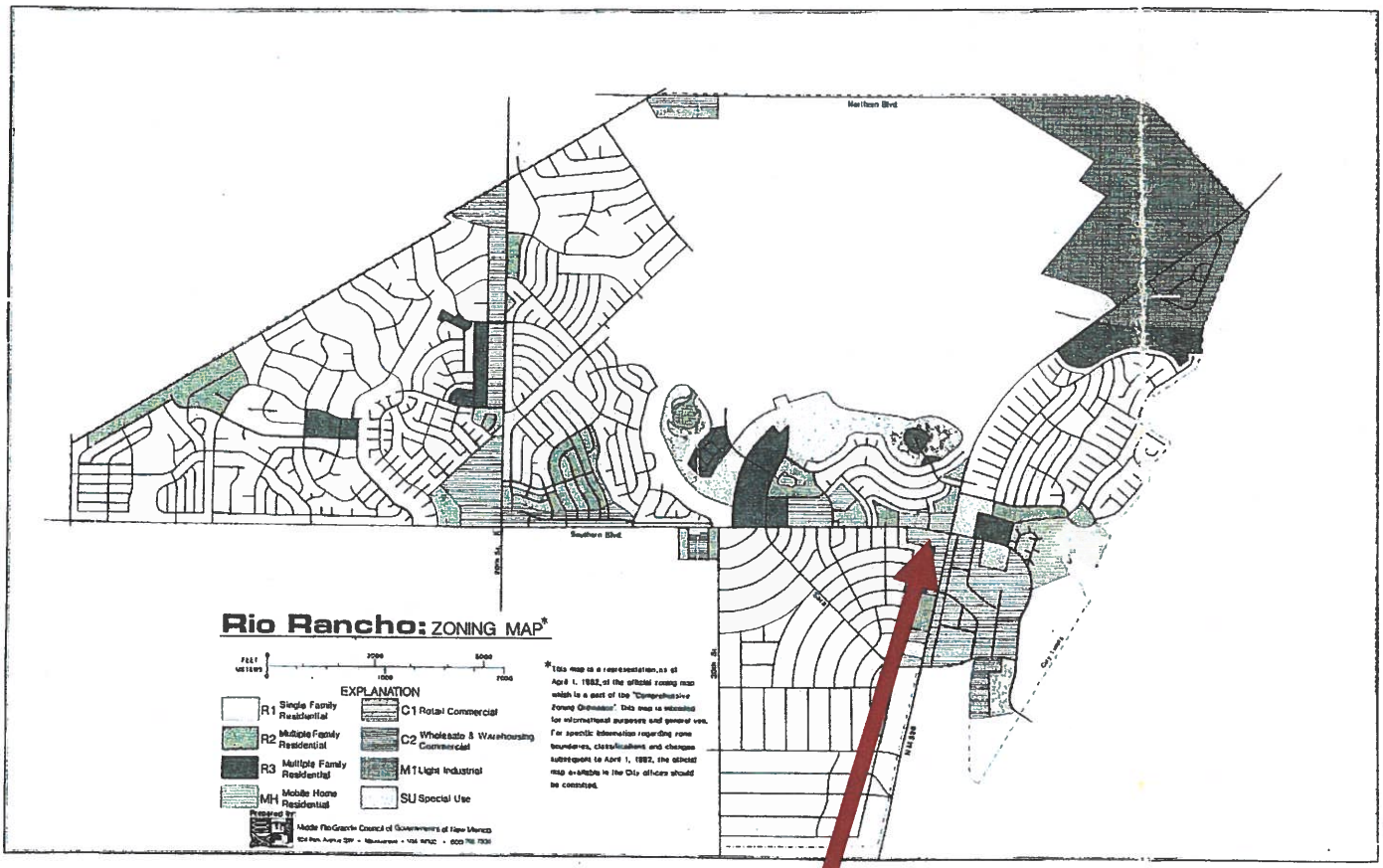


RioRanchoNM
City of Vision

Map Created by Brian Babyak March 11, 2020

0 0.0375 0.075 0.15
Miles

Attachment II (1 of 1)



4150 Southern Blvd SE

154.24 C-1: RETAIL COMMERCIAL DISTRICT.

(A) *Purpose.* This district permits limited commercial uses such as those pertaining to the day-to-day needs of the residential populace.

(B) *Permissive uses.*

(1) Auditoriums, bowling alleys, billiards, dance hall, theaters, skating rinks, indoor entertainment;

(2) Auto repair, minor;

(3) Bakeries, pastry and confectioneries for retail sales;

(4) Banks and other financial institutions;

(5) Churches, Sunday school and parish house, incidental facilities;

(6) Clubhouses, buildings for fraternal organizations, nonprofit public service;

(7) Day spa;

(8) Drive-in, drive-through window restaurants, convenience stores;

(9) Gasoline service stations, convenience stores, and car washes;

(10) Hospitals and private institutions of an educational nature and similar institutions;

(11) Hotel/motel;

(12) Manager/caretaker residential uses within structures;

(13) Medical complexes, professional offices (medical and dental), veterinarians, offices/clinics;

(14) Nursery schools and daycare facilities;

(15) Nursing homes, senior transitional living and care facilities;

(16) Offices and office buildings;

(17) Offset press printing;

(18) Outside storage, as an accessory use, as defined in Article III, Section 154.71;

(19) Park and ride facilities, parking lots, garages;

(20) Parks, recreational parks and open spaces, public facilities;

(21) Permanent outdoor sales display, as defined in Article III, Section 154.72;

(22) Photocopying and blueprinting, shipping and messenger service;

(23) Public facilities;

(24) Public utilities, electric facilities;

(25) Repair shops – electrical, radio, and television appliances, keys, and similar articles;

(26) Residential uses as secondary use or above the first floor; provided, that density does not exceed 50 dwelling units per acre;

(27) Restaurants, bars, lounges, coffee/tea rooms, delicatessens, patio/al fresco dining facilities;

(28) Schools, private, K-12, college, trade schools;

(29) Schools, public, K-12;

(30) Shops – dressmaking, tailoring, laundry, dry cleaning, photo, pet, and similar trades;

(31) Stores for the sale of retail goods, products, and services;

(32) Temporary structures and enclosures used in construction of a building and used for storage of equipment and material as defined in Article III, Section 154.75(D)(1);

(33) Undertaking establishments.

(C) *Conditional uses (requiring use permit and site plan).*

(1) Auto repair, major; provided, that:

(a) Repairs and associated activities are conducted within a completely enclosed building; and

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

(2) Automotive dealers, motorcycle dealers;

(3) Boarding kennels or pet shelters;

(4) Recycling collection centers as defined in Article III, Section 154.74;

(5) Self-storage facilities;

(6) Temporary model home/sales office as defined in Article III, Section 154.75(B).

(Ord. 18-20; Am. Ord. 22-20)

CHAPTER 112

ALCOHOLIC BEVERAGES

Section

112.01 Purpose.
112.02 Definitions.
112.03 Sale and possession; applicability.
112.04 License required; application, fee and payment.
112.05 License period.
112.06 Hours of operation.
112.07 Special dispenser permits and public celebration permits.
112.08 Minors; service and consumption.
112.99 Penalty.

112.01 PURPOSE.

The sale, service and public consumption of alcoholic beverages is regulated by the State of New Mexico Alcohol Beverage Control Division, pursuant to the Liquor Control Act, NMSA 1978 § 60-3A-1. Having adopted local option provisions of the Liquor Control Act, the city has established regulations necessary for the health, safety and general welfare of both residents and businesses for any such alcoholic beverage sale, possession for the purpose of sale, or offering for sale with the municipal boundaries. (Ord. 22-18)

112.02 DEFINITIONS.

The definitions contained in the Liquor Control Act and Administrative Code (NMAC 1978), Title 15, Chapters 10 and 11, shall apply to this chapter, except as provided in this chapter, and unless the context clearly indicates or requires a different meaning.

(NMSA § 60-3A-3) ('87 Code, § 14-1-1) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 22-18. Formerly 112.01)

112.03 SALE AND POSSESSION; APPLICABILITY.

The sale or possession for the purpose of sale, or offering for sale, of alcoholic beverages, including the distribution, manufacturing, or dispensing within the city without a current municipal liquor license, as hereinafter provided, is prohibited.

('87 Code, § 14-1-2) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 22-18. Formerly 112.02) Penalty, see § 112.99

112.04 LICENSE REQUIRED; APPLICATION, FEE AND PAYMENT.

(A) Any sale or service of alcoholic beverages, including the distribution, manufacturing, or dispensing, is hereby prohibited within the city, except as authorized by the Liquor Control Act, and in conformance with the municipal licensing provisions, as follows:

(1) The Governing Body shall conduct a public hearing of each state liquor application receiving preliminary approval from the Alcohol Beverage Control Division. Within 30 days of the hearing, notification of the Governing Body's approval or denial of liquor application shall be provided in writing to the Alcohol Beverage Control Division.

(2) Subsequent to receiving state licensure from the Alcohol Beverage Control Division, an application for municipal liquor license shall be submitted to the City Clerk pursuant to Chapter 110. The application shall be accompanied by a copy of the approved state liquor application and license. The applicant shall obtain all necessary approvals and permits from the city, and pay a fee of $250, prior to the issuance of municipal liquor license.

(3) The annual municipal liquor license fee will only be prorated, as follows:

(a) A license issued prior to the first day of October shall be subject to the full amount of the annual license fee;

(b) Licenses issued on or subsequent to the first day of October and prior to the first day of January shall be subject to three-fourths of the annual fee;

(c) Licenses issued on or subsequent to the first day of January and prior to the first day of April of a year shall be subject to one-half of the annual license fee;

(d) Licenses issued on or subsequent to the first day of April of a year shall be subject to one-fourth of the annual license fee.

(B) *Annual renewal of municipal liquor license.* All licenses issued under this chapter shall be renewed annually for the period of July 1st to and including June 30th, at the rate of $250 per license, and must be accompanied by a current copy of a state license from the Alcohol Beverage Control Division.

(1) *Late fee.* The city shall assess and collect a fee of $75, plus interest of 12% per year, to be calculated daily for each day overdue.

(2) The city shall consider the municipal liquor license expired if the renewal payment is not made on or before June 30th of the current year.

(3) Revocation or suspension of any license type shall not entitle the licensee to the refund of any portion of the municipal license fee paid nor shall the licensee be relieved in any way of the obligation for the payment of any fee assessed by this chapter.

('87 Code, § 14-1-4) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 22-18. Formerly 112.03)

112.05 LICENSE PERIOD.

The annual license fee herein imposed shall embrace the period commencing on July 1st of the current year, and expiring on June 30th of the following year.

('87 Code, § 14-1-5) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 22-18. Formerly 112.04)

112.06 HOURS OF OPERATION.

Municipal liquor licenses issued under this chapter, and in good standing, shall only be used for alcoholic beverage business activity within the hours and days as prescribed in the Liquor Control Act.

('87 Code, § 14-1-6) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 13-17; Am. Ord. 22-18. Formerly 112.05)

112.07 SPECIAL DISPENSER PERMITS AND PUBLIC CELEBRATION PERMITS.

(A) Any licensee holding a dispenser's license within the city may apply for a special dispenser permit to dispense alcoholic beverages at a public celebration, or a function catered by the licensee.

(B) Any licensee holding a craft distiller, small brewer or winegrower license may apply for a public celebration permit to dispense at a public celebration or a function catered by the licensee.

(C) The permittee shall provide to the City Clerk the application for a special dispenser permit or public celebration permit along with a fee of $25 per day, no later than 15 days prior to the proposed event.

(1) The permittee is subject to all state laws, administrative rules, local regulations, and must obtain all necessary permits and approvals for the event where the permit is to be used.

(2) The permit shall be valid for no more than 12 hours per day, and shall not exceed three days.

(D) The Governing Body designates both the City Manager and City Clerk as authorized designees to administratively approve the issuance of special dispenser and public celebration permits in conformance with the Liquor Control Act and the provisions of this chapter. A designee shall review whether the applicant has fulfilled the requirements of this chapter and adhered to all local zoning ordinances. If approved, the authorized designee shall sign the application and the permittee shall provide the permit application to the Alcohol Beverage Control Division for final approval. Once processed by the Alcohol Beverage Control Division, the permittee shall provide a copy of the final approved application to the City Clerk prior to the date of the event at which the permit will be used.

('87 Code, § 14-1-7) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 22-18. Formerly 112.06)

112.08 MINORS; SERVICE AND CONSUMPTION.

The regulations related to the sale and service of alcoholic beverages to minors shall be enforced pursuant to the Liquor Control Act.

('87 Code, § 14-1-8) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 22-18. Formerly 112.07) Penalty, see § 112.99

112.99 PENALTY.

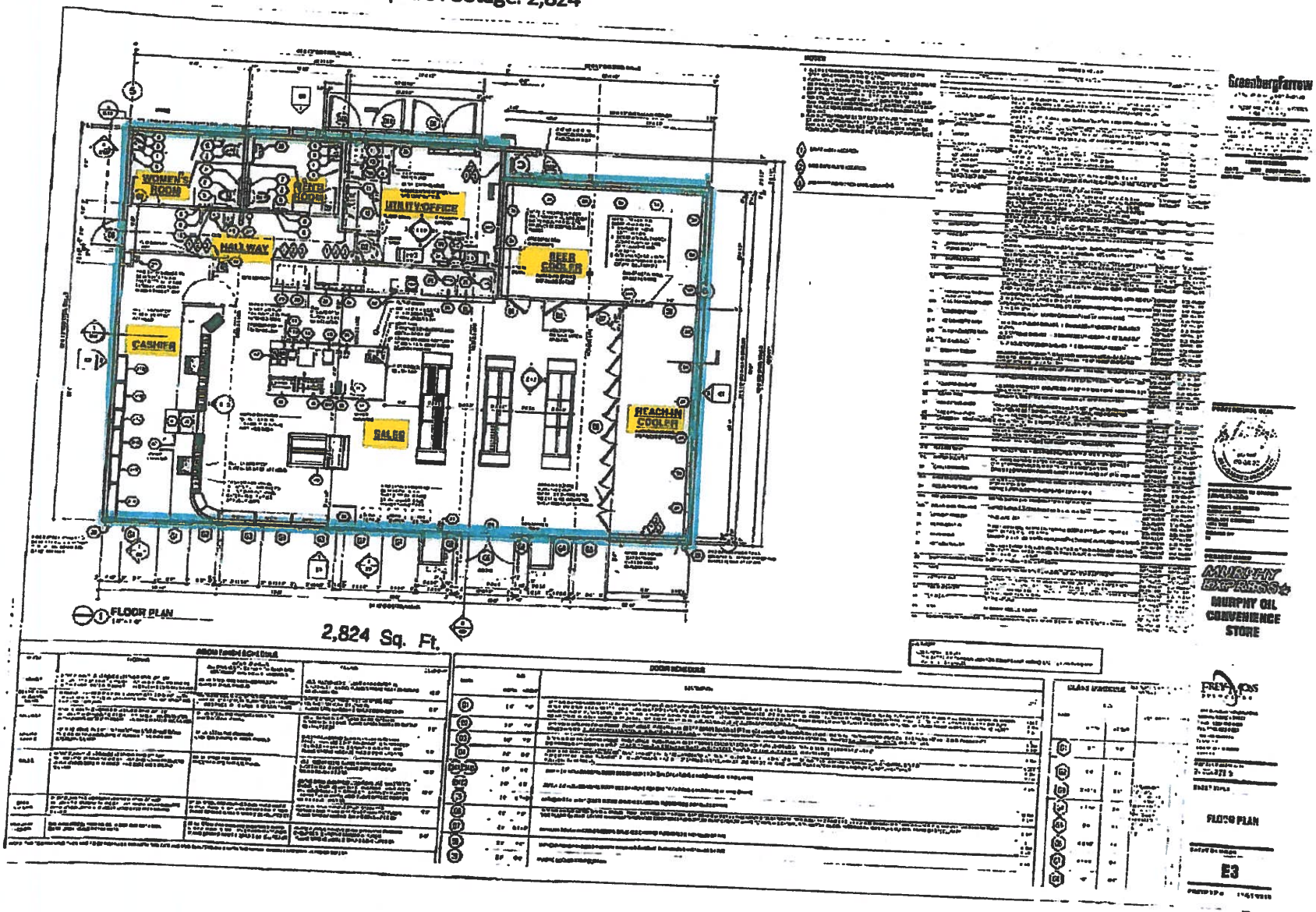
(A) Any person violating any of the provisions of this chapter shall be subject to punishment by fine not to exceed $500 or by imprisonment in jail not to exceed 90 days or by both a fine and imprisonment.

(B) Failure of any person required to obtain a municipal liquor license to pay the license fees imposed by this chapter shall be subject to appropriate action by the governing body of the city, as provided in NMSA § 7-24-3, relating to the closing of establishments.

('87 Code, § 14-1-9) (Ord. 81-22; Am. Ord. 88-027; Am. Ord. 92-031; Am. Ord. 96-025; Am. Ord. 22-18)

Owner: Murphy Oil USA, Inc.
DBA: Murphy Express # 8911

Address: 4150 Southern Blvd. SE, Rio Rancho, NM 87124
Total Square Footage: 2,824



CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O24

AGENDA DATE:
November 14, 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:
Second reading of an Ordinance. The Governing Body approved at its meeting on October 24, 2024. 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: Notice
ATTACHMENT: O24 - Signed

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
ORDINANCE

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

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 14th DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O26

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Administration

SUBJECT:
O26, Ordinance Amending the Nature's Toolbox Local Economic Development Project Participation Agreement

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

The City adopted the Ordinance for the Nature's Toolbox Local Economic Development project in late 2020 (Ordinance No. 45, Enactment No 21-01 with an effective date Jan 5, 2021). After the ordinance adoption, the City and Nature's Toolbox entered into the Project Participation Agreement (PPA) outlining the Company's expansion to Rio Rancho and the economic development support being availed to the Company. The City serves as Fiscal Agents for the New Mexico Economic Development Department (NMEDD) LEDA support.

Nature's Toolbox was a start-up company that was formed through technology transfer from Los Alamos National Lab. The relocation to Rio Rancho was to support its next phases of growth into a more advanced and established company. Nature's Toolbox occupied 7701 Innovation Way in 2021 after extensive remodeling and tenant improvements to accommodate laboratory and scientific space. Nature's Toolbox relocated to Rio Rancho with a headcount of 13 full-time employees in New Mexico. At the end of third quarter of 2024 (Sept 30, 2024), Nature's Toolbox reported 33 full-time employees in New Mexico at the Rio Rancho facility, ahead of their CY2024 year-end PPA requirement.

The existing PPA established a requirement to create 49 jobs by Dec 31, 2026, and then maintain that level through the end of CY2030. The PPA further established additional LEDA support for incremental job creation above 49 up to 116 on a per-job basis.

With three additional years of business actuals and refined growth projections, Nature's Toolbox forecasts to create 54 full-time employees at the Rio Rancho facility by Dec 31, 2026, and then 72 by Dec 31, 2028. As such, earlier this year, Nature's Toolbox approached the City and NMEDD to request an amendment to re-structure the LEDA payout targets. The proposed amendment to the project ordinance and PPA updates the job creation performance milestones and the payout tranches for the State LEDA funding. Nature's Toolbox is still eligible to access the up to $3,000,000 in State LEDA funding across a total of five tranches. The proposed amendment increases the minimum full-time headcount from 49 to 72; however, removes the LEDA support for creating additional jobs up to 116. The City's payout structure remains unchanged.

In CY2025, Nature's Toolbox plans to continue its path to create jobs and expand the facility by manufacturing capabilities.

LEDA is a performance-based grant with reimbursement for eligible land, building, and infrastructure capital expenditures at performance milestones. To date, Nature's Toolbox has received LEDA reimbursements totaling $2,000,000 in state LEDA funding (Tranches 1 and 2) and $250,000 in City LEDA funding (Tranches A and B) based on achievement of the corresponding performance milestones.

IMPACT:

No direct impact on City funding. Approval of the amended LEDA project ordinance will support Nature's Toolbox with job creation and capital investment at it's Rio Rancho facility.

ALTERNATIVES:

Approve the Ordinance.

Do not approve the Ordinance.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Ordinance as presented.

ATTACHMENT: Ordinance_O26
ATTACHMENT: Ordinance_Redline
ATTACHMENT: Ordinance 2021
ATTACHMENT: PPA 2024
ATTACHMENT: PPA Redline
ATTACHMENT: PPA 2021

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO._____ **ENACTMENT NO. _____**

ORDINANCE AMENDING THE NATURE'S TOOLBOX LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT

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

Section 1: An ordinance titled, "Nature's Toolbox Local Economic Development Project," is hereby adopted to read:

Nature's Toolbox Local Economic Development Project

A. FINDINGS

1. On the 13th day of August 2008, the Governing Body of the City of Rio Rancho adopted Ordinance No. 70, Enactment No. 08-77, an ordinance adopting a Local Economic Development Plan and establishing criteria for qualifying entities to participate in local economic development projects as established by the City of Rio Rancho.

2. The Local Economic Development Plan, adopted as Ordinance No. 70, Enactment No. 08-77, set forth the offering of economic incentives in support of development by specified Qualifying Entities.

3. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13, NMSA 1978 (the Act), the City has the authority to provide public support for economic development projects consistent with the parameters of the Economic Development Plan as adopted by the City and which also qualify as local economic development projects under the Act.

4. The City adopted the Ordinance for the Nature's Toolbox Local Economic Development project in late 2020 (Ordinance No. 45, Enactment No 21-01 with an effective date Jan 5, 2021). Nature's Toolbox submitted a project application pursuant to the Act and Ordinance 70, which addresses the following criteria:

(a) compliance with the Local Economic Development Plan adopted by the City;
(b) the financial and management stability of the qualifying entity;
(c) the commitment of the Qualifying Entity to the community; and
(d) an impact analysis of the project and the project application has been made available for public inspection at the office of the City Clerk for the period specified by such ordinance.

5. Nature's Toolbox (NTx) is a home-grown biosciences company that has advanced the commercialization of its cell-free technology and will transition into expanded manufacturing in calendar year 2025.

6. In support of its future business expansion, the New Mexico Economic Development Department (NMEDD) and Nature's Toolbox have agreed to amend the job creation performance milestones and the payout tranches for the State LEDA funding as described in the amended Project Participation Agreement.

Nature's Toolbox has committed, as part of its project to:

(a) create a minimum of 72 jobs by December 31, 2028 at its Rio Rancho facility; and

(b) make a capital investment of $17,000,000 in facility improvements at the facility it will lease at 7701 Innovation Way NE; and

(c) develop and sustain a position in Rio Rancho as a good corporate citizen of the community.

7. In consideration of Nature's Toolbox promises, consistent with the terms of the Local Economic Development Plan Ordinance, the City will provide the following assistance:

(a) Serve as Fiscal Agent for the State Economic Development Department's LEDA Contribution of up to $5,000,000; and

(b) Provide a City Local LEDA Contribution of up to $500,000; and,

(c) Assist Nature's Toolbox with its facility improvements and hiring plans in Rio Rancho in any appropriate, logical and feasible manner to help facilitate successful operations.

8. The City of Rio Rancho and Nature's Toolbox have agreed to the requisite Project Participation Agreement pursuant to the Act and the City's Local Economic Development Plan Ordinance, said Agreement being attached hereto.

B. APPROVAL

The Local Economic Development Project, proposed by Nature's Toolbox and the requisite Project Participation Agreement attached hereto, are hereby approved, consistent with the terms of this Ordinance and consistent with any other required terms of the Project Participation Agreement.

Section 2: **Severability Clause** If any section, paragraph, clause or provision of this ordinance shall for any reason be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect the validity of the remaining portions of this Ordinance.

Section 3: **Effective Date** This ordinance shall become effective 10 days after adoption.

ADOPTED THIS _____DAY OF _____, 2024.

_____

Greggory D. Hull, Mayor

ATTEST:

_____

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO._____ **ENACTMENT NO. _____**

~~AN~~ ORDINANCE ~~APPROVING~~ AMENDING THE ~~PROPOSED~~ NATURE'S TOOLBOX LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT

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

Section 1: An ordinance titled, "Nature's Toolbox Local Economic Development Project," is hereby adopted to read:

Nature's Toolbox Local Economic Development Project

A. FINDINGS

1. On the 13th day of August 2008, the Governing Body of the City of Rio Rancho adopted Ordinance No. 70, Enactment No. 08-77, an ordinance adopting a Local Economic Development Plan and establishing criteria for qualifying entities to participate in local economic development projects as established by the City of Rio Rancho.

2. The Local Economic Development Plan, adopted as Ordinance No. 70, Enactment No. 08-77, set forth the offering of economic incentives in support of development by specified Qualifying Entities.

3. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13, NMSA 1978 (the Act), the City has the authority to provide public support for economic development projects consistent with the parameters of the Economic Development Plan as adopted by the City and which also qualify as local economic development projects under the Act.

4. The City adopted the Ordinance for the Nature's Toolbox Local Economic Development project in late 2020 (Ordinance No. 45, Enactment No 21-01 with an effective date Jan 5, 2021). Nature's Toolbox submitted a project application pursuant to the Act and Ordinance 70, which addresses the following criteria:

(a) compliance with the Local Economic Development Plan adopted by the City;
(b) the financial and management stability of the qualifying entity;
(c) the commitment of the Qualifying Entity to the community; and
(d) an impact analysis of the project and the project application has been made available for public inspection at the office of the City Clerk for the period specified by such ordinance.

~~4~~5. Nature's Toolbox (NTx) is a home-grown biosciences company that has advanced the commercialization of ~~is working to commercialize~~ its cell-free technology and will transition into expanded manufacturing in calendar year 2025.~~that will expedite the development and manufacturing of vaccines and pharmaceuticals~~.

6. In support of its future business expansion, the New Mexico Economic Development Department (NMEDD) and Nature's Toolbox have agreed to amend the job creation performance milestones and the payout tranches for the State LEDA funding as described in the amended Project Participation Agreement.

~~5. Nature's Toolbox has submitted a project application pursuant to the Act and Ordinance 70, which addresses the following criteria:~~
~~(a) compliance with the Local Economic Development Plan adopted by the City;~~
~~(b) the financial and management stability of the qualifying entity;~~
~~(c) the commitment of the Qualifying Entity to the community; and~~
~~(d) an impact analysis of the project and the project application has been made available for public inspection at the office of the City Clerk for the period specified by such ordinance.~~

Nature's Toolbox has committed, as part of its project to:

(a) create a minimum of ~~up to 116~~ 72 jobs by December 31, ~~2030~~2028 at its Rio Rancho facility; and
(b) make a capital investment of $17,000,000 in facility improvements at the facility it will lease at 7701 Innovation Way NE; and
(c) develop and sustain a position in Rio Rancho as a good corporate citizen of the community.

7. In consideration of Nature's Toolbox promises, consistent with the terms of the Local Economic Development Plan Ordinance, the City will provide the following assistance:
(a) Serve as Fiscal Agent for the State Economic Development Department's LEDA Contribution of up to $5,000,000; and
(b) Provide a City Local LEDA Contribution of up to $500,000; and,
(c) Assist Nature's Toolbox with its facility improvements and hiring plans in Rio Rancho in any appropriate, logical and feasible manner to help facilitate successful operations.

8. The City of Rio Rancho and Nature's Toolbox have agreed to the requisite Project Participation Agreement pursuant to the Act and the City's Local Economic Development Plan Ordinance, said Agreement being attached hereto.

B. APPROVAL

The Local Economic Development Project, proposed by Nature's Toolbox and the requisite Project Participation Agreement attached hereto, are hereby approved, consistent with the terms of this Ordinance and consistent with any other required terms of the Project Participation Agreement.

Section 2: **Severability Clause** If any section, paragraph, clause or provision of this ordinance shall for any reason be held invalid, the invalidity of such section, paragraph,

clause or provision shall not affect the validity of the remaining portions of this Ordinance.

Section 3: **Effective Date** This ordinance shall become effective 10 days after adoption.

ADOPTED THIS _____DAY OF _____, ~~2021~~2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
~~Rebecca Martinez~~Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. 45 **ENACTMENT NO. 21-01**

ORDINANCE APPROVING THE NATURE'S TOOLBOX LOCAL ECONOMIC DEVELOPMENT PROJECT

WHEREAS: the proposed ordinance would approve the Nature's Toolbox LEDA Application, pursuant to which the City would administer and act as fiscal agent to the State of New Mexico's LEDA contribution; and

WHEREAS: the City would also provide a local LEDA for Nature's Toolbox planned expansion at 7701 Innovation Way; and

WHEREAS: the enabling legislation is the State's Local Economic Development Act (NMSA 1978 §§ 5-10-1 through 5-10-13) and the City's Local Economic Development Plan Ordinance (Ordinance No. 70, Enactment No. 08-77).

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

Section 1. An ordinance titled, "Nature's Toolbox Local Economic Development Project," is hereby adopted to read: Nature's Toolbox Local Economic Development Project.

A. FINDINGS.

1. On the 13th day of August 2008, the Governing Body of the City of Rio Rancho adopted Ordinance No. 70, Enactment No. 08-77, an ordinance adopting a Local Economic Development Plan and establishing criteria for qualifying entities to participate in local economic development projects as established by the City of Rio Rancho.

2. The Local Economic Development Plan, adopted as Ordinance No. 70, Enactment No. 08-77, set forth the offering of economic incentives in support of development by specified Qualifying Entities.

3. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13, NMSA 1978 (the Act), the City has the authority to provide public support for economic development projects consistent with the parameters of the Economic Development Plan as adopted by the City and which also qualify as local economic development projects under the Act.

4. Nature's Toolbox (NTx) is a home-grown biosciences company that is working to commercialize its cell-free technology that will expedite the development and manufacturing of vaccines and pharmaceuticals.

5. Nature's Toolbox has submitted a project application pursuant to the Act and Ordinance 70, which addresses the following criteria:

(a) compliance with the Local Economic Development Plan adopted by the City;
(b) the financial and management stability of the qualifying entity;
(c) the commitment of the Qualifying Entity to the community; and

(d) an impact analysis of the project and the project application has been made available for public inspection at the office of the City Clerk for the period specified by such ordinance.

6. Nature's Toolbox has committed, as part of its project to:
(a) create up to 116 jobs by December 31, 2030; and
(b) make a capital investment of $17,000,000 in facility improvements at the facility it will lease at 7701 Innovation Way NE; and
(c) develop and sustain a position in Rio Rancho as a good corporate citizen of the community.

7. In consideration of Nature's Toolbox promises, consistent with the terms of the Local Economic Development Plan Ordinance, the City will provide the following assistance:
(a) Serve as Fiscal Agent for the State Economic Development Department's LEDA Contribution of up to $5,000,000; and
(b) Provide a City Local LEDA Contribution of up to $500,000; and,
(c) Assist Nature's Toolbox with its facility improvements and hiring plans in Rio Rancho in any appropriate, logical and feasible manner to help facilitate successful operations.

8. The City of Rio Rancho and Nature's Toolbox have agreed to the requisite Project Participation Agreement pursuant to the Act and the City's Local Economic Development Plan Ordinance, said Agreement being attached hereto.

B. APPROVAL. The Local Economic Development Project, proposed by Nature's Toolbox and the requisite Project Participation Agreement attached hereto, are hereby approved, consistent with the terms of this Ordinance and consistent with any other required terms of the Project Participation Agreement.

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 unenforceable, 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 ten days after adoption.

ADOPTED THIS 5th DAY OF January, 2021.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT (the "Agreement") is entered into this 18th day of February 2021, by and between the CITY OF RIO RANCHO (the "City"), a political subdivision of the State of New Mexico (the "State"), and Nature's Toolbox, Inc. (the "Company").

WHEREAS, the purpose of the Local Economic Development Act (LEDA), N.M.S.A. 1978 §§ 5-10-1, et. seq. (the "Act"), is to provide public support for economic development to foster, promote and enhance local economic development efforts; and

WHEREAS, the City anticipates receiving an appropriation of funds (the "Appropriation" or "State LEDA Funds") allocated from the State to convey these funds to the benefit of the Company; and

WHEREAS, the City will act as fiscal agent for the State's appropriation supporting the Project and will use the State LEDA Funds appropriated by the State, pursuant to §5-10-3{D) of the Act, to convey the State LEDA Funds to the Company by the State based on terms set forth herein; and

WHEREAS, the City has duly passed Ordinance No. 08-77, the Local Economic Development Plan (the "Plan"), pursuant to the Act, approving an economic development plan for the City and authorizing the City to provide public support and consider applications for economic development assistance; and

WHEREAS, the Plan authorizes the City to provide to a **qualifying entity** direct or indirect assistance with priority to entities that represent and commit to the creation of new jobs and the likely spin-off effect of recurring municipal revenue stream; and

WHEREAS, § 5-10-10 of the Act requires that a project participation agreement, at a minimum, shall set out (1) the contributions made by each party; (2) the security provided by the qualifying entity to the local government; (3) a schedule for the project development and completion; and (4) provisions for performance review and actions to be taken if performance is unsatisfactory; and

WHEREAS, § 5-10-11 of the Act requires that a local government establish a separate account for monies dedicated or pledged for funding or financing economic development projects; and

WHEREAS, the State and the City are parties to an Intergovernmental Agreement, in which each party agrees to make certain contributions towards an Economic Development Project, as defined herein; and

WHEREAS, the Company has submitted to the City an application proposing that, in exchange for certain LEDA assistance described below, the Company will undertake and complete certain project elements, which are set forth in this Agreement (collectively, the "Project ");

WHEREAS, the obligations and conditions required by this Agreement between the City and Company will be used to satisfy only the requirements and obligations of this Agreement and will not be attributable to any other agreements;

WHEREAS, the City has adopted Ordinance No. O45, Enactment No. 21-01 (the "Project Ordinance") (i) finding that the Company is a qualifying entity as defined in N.M.S.A. 1978, § 5-10-3(G) (2007); (ii) approving the Company Application for assistance with the Project pursuant to the LEDA Ordinance, which Application proposed that the City direct up to $5,000,000 in State funding to reimburse certain statutorily eligible expenses of the Project consisting of building improvements, infrastructure improvements and rent payments, and also consisting of up to $500,000 in City contribution to reimburse certain statutorily eligible expense of the Project consisting of building improvements, infrastructure improvements and lease reimbursement; and (iii) approving this Agreement; and

WHEREAS, the Company's application clearly demonstrates that the Company, by completing the Project, will be making a substantive contribution to the community, as required by the LEDA Ordinance;

NOW THEREFORE, in consideration of these premises and the agreements by the parties set forth herein, the Company and the City further agree as follows:

1. Goals and Objectives. The objective is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Company Contribution. The Company will occupy approximately 23,450 square feet at 7701 Innovation Way NE, Rio Rancho, NM 87144 for a period not less than ten (10) years, and shall hire and maintain employees as contemplated by this Agreement, in accordance with the schedule and terms and conditions set forth in this Agreement.

    a. Create, hire and maintain and additional 59 jobs, over their starting headcount of 13 as determined by their third quarter 2020 unemployment insurance reports submitted to the New Mexico Department of Work Force Solutions, by the end of the period from the effective date of this Agreement to December 31, 2030 with an agreed upon hiring schedule, described further Section 11.

    b. Make a $17 million capital investment over the five-(5) year period from the effective date of this Agreement to December 31, 2025 with an agreed upon capital investment plan as proposed in the Company’s LEDA Application;

       The Company will also provide security in the form of a performance bond, letter of credit, or other acceptable form of security agreed upon by the State and the City, to the City for the Company's obligations, in the amount of the State and City contribution collectively, as set forth in section 11 of this agreement.

3. The State Contribution: Procedure for Disbursement of the State Contribution. The City anticipates that the five million-dollar ($5,000,000) State funding will be delivered by the State to the City for disbursement to the Company, upon enactment of the Company’s LEDA Ordinance, and execution of these documents and the Intergovernmental agreement between the State and the City, after which time the City will request transfer of the State LEDA Funds. Upon receipt, the City will place the State contribution into a separate account established in connection with the Project, as required by law. The City will only disburse the State contribution in the

manner described in this Agreement. Disbursements shall be paid on a reimbursement basis and the Company, Inc. shall incur the initial expense of eligible Land, Building, Infrastructure related capital expenditures and/or lease payments and, in turn, submit requests for reimbursement to the City.

4. The City Contribution. The City will provide expedited plan review and priority building inspections for tenant improvements. As fiscal agent, the City will provide hiring targets contained herein to be used for eligible capital investment and/or lease abatement reimbursement as directed by the State. The City will account for receipts and disbursements of the State contribution and will provide financial documentation to the State pertaining to said contribution. The City will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and disbursement of the State contribution. The City will also provide their contribution ("City LEDA Funds") for reimbursement for eligible expenses related to building improvements.

5. Deposit of State LEDA Funds. As required by the LEDA Ordinance, the City will deposit the proceeds of the State contribution into a clearly identified separate account, which shall be subject to an annual independent audit.

6. Time Commitment. The Company will take occupancy and begin operations at the Facility by March 31, 2021 and will continue to operate in the Facility through at least December 31, 2030 in a manner contemplated by this Agreement.

7. Use of State Contribution. The Company may use the LEDA Award for eligible Land, Building and Infrastructure expenditures as well as lease abatement at a reimbursement rate of 65% of the actual incurred lease payments, consistent with the Company' s LEDA Application. The LEDA Award may not be used for Fixture, Furniture and Equipment (FFE) expenditures. The LEDA Award will be paid on a reimbursement basis upon incurring eligible expenditures and meeting disbursement milestones as defined in section 9. When requesting reimbursement, the Company shall include sufficient documentation to substantiate the eligible expenditures and proof of payment, and be complaint with the job reporting requirements of Section 12.

8. Use of City Contribution. The Company may use the LEDA Award for eligible Building and Infrastructure Improvements. The LEDA Award may not be used for Fixture, Furniture and Equipment (FFE) expenditures. The LEDA Award may not be used for lease reimbursement. The LEDA Award will be paid on a reimbursement basis upon incurring eligible expenditures and meeting disbursement milestones as defined in section 10. When requesting reimbursement, the Company shall include sufficient documentation to substantiate the eligible expenditures and proof of payment, and be complaint with the job reporting requirements of Section 12.

9. Disbursement of State LEDA Funds. The Company may request reimbursement for eligible expenses once it has met the milestones defined in the table below. The State LEDA Funds may be used for reimbursement of eligible expenses related to tenant improvements borne by the Company, infrastructure costs and land and building acquisition. Any remaining State LEDA Funds after those eligible expenditures may be reimbursed for costs associated with lease payment for the facility(s) occupied by the Company within the boundaries of the City of Rio Rancho at a reimbursement rate of 65%.

State LEDA Disbursement Schedule (Amended Dec 2024)		
Tranche	*Amount of State Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,200,000	Obtain Certificate of Occupancy & Eligible Expenditures
2	$800,000	Hire 15 additional full-time employees for a total of 28 & LEDA Eligible Expenditures
3	$600,000	Hire 7 additional full-time employees for a total of 35 & LEDA Eligible Expenditures
4-a	$600,000	Hire 5 additional full-time employees for a total of 40 & LEDA Eligible Expenditures
4-b	$600,000	Hire 10 additional full-time employees for a total of 50 & LEDA Eligible Expenditures
4-c	$600,000	Hire 10 additional full-time employees for a total of 60 & LEDA Eligible Expenditures
4-d	$600,000	Hire 12 additional full-time employees for a total of 72 & LEDA Eligible Expenditures

10. Disbursement of City LEDA Funds. The Company may request reimbursement for eligible expenses once they have met the milestones defined in the table below. The City LEDA Funds may be used for reimbursement of eligible expenses related to building, tenant, and infrastructure improvements borne by the company.

City LEDA Disbursement Schedule		
Tranche	Amount of City Contribution Available for Disbursement/Tranche	Disbursement Performance Milestone
A	$125,000	Obtain Certificate of Occupancy & Eligible Expenditures (aligns with State Tranche 1)
B	$125,000	Hire 15 additional FT employees for a total of 28 & LEDA Eligible Expenditures (aligns with State Tranche 2)
C	$125,000	Hire 90 additional FT employees for a total of 103 & LEDA Eligible Expenditures
D	$125,000	Hire 116 additional FT employees for a total of 129 & LEDA Eligible Expenditures

11. Job Creation Commitment, Security and Clawback. It is the Company's intent to sustain and create the number of Jobs set forth in the table below under the column captioned "Projected Cumulative Full-Time Headcount" by the conclusion of each "Job Determination Period" as set forth below in the Job Creation Commitment and Schedule table below. If the Company does not achieve the "Minimum Job Target" set forth under the column captioned "Minimum Full-Time Headcount Target" in the table below at the conclusion of each of the specified Job Determination Period (and after expiration of the applicable Cure Period (as defined below)), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below:

	Job Creation Commitment and Schedule (Amended Dec 2024)					
Year	*Projected Cumulative Full Time Headcount*	*Minimum Full Time Headcount*	*Annual Payroll*	*Job Determination Period*		*%-Clawback*
1	Starting Headcount	13	$1,053,619	1.01.2021	12.31.2021	100%
2	10 additional; Total of 23	21	$1,702,000	1.01.2022	12.31.2022	100%
3	5 additional; Total of 28	25	$2,072,000	1.01.2023	12.31.2023	100%
4	11 additional; Total of 39	35	$2,442,000	1.01.2024	12.31.2024	100%
5	11 additional; Total of 50	45	$2,812,000	1.01.2025	12.31.2025	100%
6	10 additional; Total of 60	54	$3,552,000	1.01.2026	12.31.2026	100%
7	10 additional; Total of 70	63	$4,292,000	1.01.2027	12.31.2027	75%
8	10 additional; Total of 80	72	$5,402,000	1.01.2028	12.31.2028	75%
9	Maintain 80	72	$6,512,000	1.01.2029	12.31.2029	50%
10	Maintain 80	72	$7,992,000	1.01.2030	12.31.2030	50%

a. The "Clawback Penalty" is a penalty that the Company will be required to pay to the City upon the Company's failure to meet the Minimum Full Time Headcount at the conclusion of the applicable Job Determination Period, if such Minimum Full Time Headcount is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to (i) the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total amount of City and State LEDA Funds disbursed to the Company as of that time and multiplied by the % Clawback applicable to such Job Determination Date, less the total of any Clawback Penalty amounts paid by the Company. For purposes of this subsection, the "Percentage Hiring Shortfall" shall be the quotient of (i) the Minimum Full Time Headcount for the applicable Job Determination Period, minus the actual number of jobs the Company maintains at that time, divided by (ii) the Full Time Headcount for the applicable Job Determination Period See Exhibit A hereto for examples of Clawback Penalty Calculations. "Cure Period" is the period of 180 days after each Job Determination Date during which time the Company shall have the opportunity to cure any shortfall in meeting Minimum Job Target. For the avoidance of doubt, if the Company meets the Minimum Full Time Headcount at any time during the Cure Period, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Full Time Headcount during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

b. A "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. The Company shall use its reasonable best efforts to pay competitive, above market wages for each Job.

c. The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. The Company may request specific modifications to the Minimum Job Target. If the City and State agree that Business Climate Changes have affected the Company's ability to perform, the Clawback Penalty described above may be modified. Such modification must be requested in writing by the Company and approved in writing by the City and State.

d. Permanent Closure. Should the Company permanently abandon, cease, or terminate operations at the Facility during the term of this Agreement, the City will be entitled to draw against the Security (as defined below) in the full amount of, but not to exceed, the cumulative LEDA City and State LEDA Funds disbursed to date. State Funds recovered by the City pursuant to the Security, if any, shall be paid to the State within 30 days after they are received by the City, and any property acquired or developed by the City as a result of this Project shall be used by the City for future economic development purposes only.

e. Maximum Clawback. In no event will Company be required to pay more than the total amount of all City and State LEDA Funds that the Company actually receives, for all Clawbacks in the aggregate.

f. Security Provided to City. As security for its obligations hereunder, the Company, prior to making the initial disbursement request as contemplated under Sections 9 and 10. hereunder (the "Initial Disbursement Request"), shall deliver to the City a letter of credit, performance bond, or other security agreed to by the State and City, in a form acceptable to the City and State, in an amount equal to the amount of the Initial Disbursement Request (the "Initial Security"), which shall remain in effect until this Agreement is terminated pursuant to Section 17 hereof; provided however that the Company may replace the Initial Security with such other security from time to time as may be expressly agreed to by the Company, the City, and State. As security for its obligations thereafter, the Company, prior to the receipt of additional City and/or State LEDA Funds pursuant to Sections 9 and 10 above (the "Additional Disbursements"), shall deliver to the City a letter of credit, performance bond, or other security agreed to by the State and City, in a form acceptable to the City and State, in the amount equal to at least the Additional Disbursements (the "Additional Security", and combined with the Initial Security, the "Security"), which shall remain in effect until this Agreement is terminated pursuant to Section 17 hereof; provided however that the Company may replace the Security with such other security from time to time as may be expressly agreed to by the Company, the City, and State. The City may draw on the Security in order to satisfy any unpaid Clawback that become due and payable.

12. Review. The Company will provide the City with a written report as to the level of job creation and economic benefits arising out of the Project for the benefit of the City or its residents on January 31, 2021 and continuing every January 31, April 30, July 31, and October 31 thereafter (each a "Reporting Date") until this Agreement is terminated pursuant to Section 17 hereof. The City will provide these reports to the City and the State. Job creation reports provided by the Company to the City and State shall include a copy of the most recent filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting (formerly referred as the 903A Report) or its acceptable equivalent submitted by the Company to demonstrate compliance with this Agreement and satisfaction of any Minimum Job Targets on each Job Determination Date all DWS Employment and Wage Detail Reporting by every January 31, April 30, July 31 and October 31. "Any information obtained by the department that is proprietary technical information or related to the possible relocation or expansion of a business shall be deemed confidential and withheld from inspection pursuant to the Inspection of Public Records Act." NMSA 1978, § 9-15-10.

13. Ratification. The City and the Company, respectively, hereby ratify all actions consistent with this Agreement that the City or the Company or their respective agents may have taken in furtherance of the Project.

14. Indemnity. The Company hereby indemnifies and holds the City, its employees, agents, and attorneys harmless from any and all litigation, administrative actions, and any other proceedings against the City by any person or entity (including, without limitation, New Mexico Economic Development Department (NMEDD) and the State), whether governmental or private, including reasonable attorney's fees and costs, arising out of actions or omissions of the Company under this Agreement.

15. Force Majeure. No party shall be liable to the other party for any failure to perform any provisions or obligations of this Agreement if such failure is caused by or results directly or indirectly from Force Majeure. “Force Majeure” means any cause beyond the reasonable control of a party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot, or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a party to perform its obligations under this Agreement. Nothing contained in this paragraph shall be construed to require a party to prevent or settle a strike against its will. The party unable to perform its obligations due to a Force Majeure will provide notice to the other parties within thirty (30) days of becoming aware of the Force Majeure or its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations. If a Force Majeure event occurs, the Company, the City, and State will work in good faith to determine how to address the impact of the Force Majeure on each party’s obligations under this Agreement.

16. Miscellaneous. This Agreement binds and inures to the benefit of the City and the Company and their respective successors and assigns. This Agreement may be amended or modified, and the performance by any party of its obligations hereunder may be waived, only in a written instrument duly executed by the parties. This Agreement may not be assigned by either party without the consent of the other, except that the City may assign its rights and obligations hereunder to State, without the consent of the Company. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. Consistent with the terms and conditions hereof, each of the City and the Company will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Agreement and the transactions contemplated hereby. This Agreement is governed by and is to be construed in accordance with the laws of the State of New Mexico, without giving effect to its conflict of law principles.

17. Term of Participation Agreement. This Agreement will terminate on January 31, 2031. If the Company has met all hiring obligations and maintained them for a minimum of 6 months, it may petition the City in writing for release of security of the State’s LEDA Funds and termination of this agreement. Early release of security and termination of this agreement cannot be sought prior to December 31, 2025. Upon receipt of such request, the City and the State will work with Company to assemble actual numbers of the Company’s economic activity during the timeframe of this agreement. The State will then conduct a complete economic impact analysis to determine if the Company’s economic activity has sufficiently returned more tax revenue than the amount of the grant made under this Agreement. If the economic impact (Tax Revenue) of the Company’s activity has exceeded the grant amount the State will agree to release of security and early termination.

IN WITNESS WHEREOF, the parties have executed this Project Participation Agreement as of the date first written above.

Nature's Toolbox, Inc.

By _____ Date _____
Jamie Coffin
CEO
Address for Notices:
Nature's Toolbox, Inc.
Attn.: Jamie Coffin
7701 Innovation Way NE
Rio Rancho, NM 87144

City of Rio Rancho

By _____ Date _____
Matthew B. Geisel
City Manager
Address for Notices:
City of Rio Rancho
Attn: City Manager's Office/Economic Development
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Approved to as to form:

_____ Date _____
Josh Rubin, City Attorney

Exhibit A
Sample Clawback Penalty Calculations

	Job Creation Commitment and Schedule (Amended Dec 2024)					
Year	*Projected Cumulative Full Time Headcount*	*Minimum Full Time Headcount*	*Annual Payroll*	*Job Determination Period*		*%-Clawback*
1	Starting Headcount	13	$1,053,619	1.01.2021	12.31.2021	100%
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6	10 additional; Total of 60	54	$3,552,000	1.01.2026	12.31.2026	100%
7	10 additional; Total of 70	63	$4,292,000	1.01.2027	12.31.2027	75%
8	10 additional; Total of 80	72	$5,402,000	1.01.2028	12.31.2028	75%
9	Maintain 80	72	$6,512,000	1.01.2029	12.31.2029	50%
10	Maintain 80	72	$7,992,000	1.01.2030	12.31.2030	50%
Total	**Total additional hires 67 above starting headcount of 13**					

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative Minimum Full Time Headcount))*100%

Example - 1

		End of 42 Months, inclusive of cure period
Actual Employees	(a)	22
Cumulative Minimum Full Time Headcount	(b)	25
Job Creation % Shortfall =	(c) = 1-(a/b)	12%
LEDA Dollars Distributed	(d)	$ 2,000,000
Clawback %	(e)	100%

Penalty	(f) = c*d*e	$	240,000

Example - 2

		End of 90 Months, inclusive of cure period	
Actual Employees	(a)		45
Cumulative Minimum Full Time Headcount	(b)		49
Job Creation % Shortfall =	(c) = 1-(a/b)		8%
LEDA Dollars Distributed	(d)	$ 2,500,000.00	
Clawback %	(e)	75%	
Penalty	(f) = c*d*e	$	150,000

LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT (the "Agreement") is entered into this 18th day of February 2021, by and between the CITY OF RIO RANCHO (the "City"), a political subdivision of the State of New Mexico (the "State"), and Nature's Toolbox, Inc. (the "Company").

WHEREAS, the purpose of the Local Economic Development Act (LEDA), N.M.S.A. 1978 §§ 5-10-1, et. seq. (the "Act"), is to provide public support for economic development to foster, promote and enhance local economic development efforts; and

WHEREAS, the City anticipates receiving an appropriation of funds (the "Appropriation" or "State LEDA Funds") allocated from the State to convey these funds to the benefit of the Company; and

WHEREAS, the City will act as fiscal agent for the State's appropriation supporting the Project and will use the State LEDA Funds appropriated by the State, pursuant to §5-10-3{D) of the Act, to convey the State LEDA Funds to the Company by the State based on terms set forth herein; and

WHEREAS, the City has duly passed Ordinance No. 08-77, the Local Economic Development Plan (the "Plan"), pursuant to the Act, approving an economic development plan for the City and authorizing the City to provide public support and consider applications for economic development assistance; and

WHEREAS, the Plan authorizes the City to provide to a **qualifying entity** direct or indirect assistance with priority to entities that represent and commit to the creation of new jobs and the likely spin-off effect of recurring municipal revenue stream; and

WHEREAS, § 5-10-10 of the Act requires that a project participation agreement, at a minimum, shall set out (1) the contributions made by each party; (2) the security provided by the qualifying entity to the local government; (3) a schedule for the project development and completion; and (4) provisions for performance review and actions to be taken if performance is unsatisfactory; and

WHEREAS, § 5-10-11 of the Act requires that a local government establish a separate account for monies dedicated or pledged for funding or financing economic development projects; and

WHEREAS, the State and the City are parties to an Intergovernmental Agreement, in which each party agrees to make certain contributions towards an Economic Development Project, as defined herein; and

WHEREAS, the Company has submitted to the City an application proposing that, in exchange for certain LEDA assistance described below, the Company will undertake and complete certain project elements, which are set forth in this Agreement (collectively, the "Project ");

WHEREAS, the obligations and conditions required by this Agreement between the City and Company will be used to satisfy only the requirements and obligations of this Agreement and will not be attributable to any other agreements;

WHEREAS, the City has adopted Ordinance No. O45, Enactment No. 21-01 (the "Project Ordinance") (i) finding that the Company is a qualifying entity as defined in N.M.S.A. 1978, § 5-10-3(G) (2007); (ii) approving the Company Application for assistance with the Project pursuant to the LEDA Ordinance, which Application proposed that the City direct up to $5,000,000 in State funding to reimburse certain statutorily eligible expenses of the Project consisting of building improvements, infrastructure improvements and rent payments, and also consisting of up to $500,000 in City contribution to reimburse certain statutorily eligible expense of the Project consisting of building improvements, infrastructure improvements and lease reimbursement; and (iii) approving this Agreement; and

WHEREAS, the Company's application clearly demonstrates that the Company, by completing the Project, will be making a substantive contribution to the community, as required by the LEDA Ordinance;

NOW THEREFORE, in consideration of these premises and the agreements by the parties set forth herein, the Company and the City further agree as follows:

1. Goals and Objectives. The objective is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Company Contribution. The Company will occupy approximately 23,450 square feet at 7701 Innovation Way NE, Rio Rancho, NM 87144 for a period not less than ten (10) years, and shall hire and maintain employees as contemplated by this Agreement, in accordance with the schedule and terms and conditions set forth in this Agreement.

   a. Create, hire and maintain and additional ~~116~~ 59 jobs, over their starting headcount of 13 as determined by their third quarter 2020 unemployment insurance reports submitted to the New Mexico Department of Work Force Solutions, by the end of the period from the effective date of this Agreement to December 31, 2030 with an agreed upon hiring schedule, described further Section 11.

   b. Make a $17 million capital investment over the five-(5) year period from the effective date of this Agreement to December 31, 2025 with an agreed upon capital investment plan as proposed in the Company's LEDA Application;

      The Company will also provide security in the form of a performance bond, letter of credit, or other acceptable form of security agreed upon by the State and the City, to the City for the Company's obligations, in the amount of the State and City contribution collectively, as set forth in section 11 of this agreement.

3. The State Contribution; Procedure for Disbursement of the State Contribution. The City anticipates that the five million-dollar ($5,000,000) State funding will be delivered by the State to the City for disbursement to the Company, upon enactment of the Company's LEDA Ordinance, and execution of these documents and the Intergovernmental agreement between the State and the City, after which time the City will request transfer of the State LEDA Funds. Upon receipt, the City will place the State contribution into a separate account established in connection with the

Project, as required by law. The City will only disburse the State contribution in the manner described in this Agreement. Disbursements shall be paid on a reimbursement basis and the Company, Inc. shall incur the initial expense of eligible Land, Building, Infrastructure related capital expenditures and/or lease payments and, in turn, submit requests for reimbursement to the City.

4. The City Contribution. The City will provide expedited plan review and priority building inspections for tenant improvements. As fiscal agent, the City will provide hiring targets contained herein to be used for eligible capital investment and/or lease abatement reimbursement as directed by the State. The City will account for receipts and disbursements of the State contribution and will provide financial documentation to the State pertaining to said contribution. The City will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and disbursement of the State contribution. The City will also provide their contribution ("City LEDA Funds") for reimbursement for eligible expenses related to building improvements.

5. Deposit of State LEDA Funds. As required by the LEDA Ordinance, the City will deposit the proceeds of the State contribution into a clearly identified separate account, which shall be subject to an annual independent audit.

6. Time Commitment. The Company will take occupancy and begin operations at the Facility by March 31, 2021 and will continue to operate in the Facility through at least December 31, 2030 in a manner contemplated by this Agreement.

7. Use of State Contribution. The Company may use the LEDA Award for eligible Land, Building and Infrastructure expenditures as well as lease abatement at a reimbursement rate of 65% of the actual incurred lease payments, consistent with the Company' s LEDA Application. The LEDA Award may not be used for Fixture, Furniture and Equipment (FFE) expenditures. The LEDA Award will be paid on a reimbursement basis upon incurring eligible expenditures and meeting disbursement milestones as defined in section 9. When requesting reimbursement, the Company shall include sufficient documentation to substantiate the eligible expenditures and proof of payment, and be complaint with the job reporting requirements of Section 12.

8. Use of City Contribution. The Company may use the LEDA Award for eligible Building and Infrastructure Improvements. The LEDA Award may not be used for Fixture, Furniture and Equipment (FFE) expenditures. The LEDA Award may not be used for lease reimbursement. The LEDA Award will be paid on a reimbursement basis upon incurring eligible expenditures and meeting disbursement milestones as defined in section 10. When requesting reimbursement, the Company shall include sufficient documentation to substantiate the eligible expenditures and proof of payment, and be complaint with the job reporting requirements of Section 12.

9. Disbursement of State LEDA Funds. The Company may request reimbursement for eligible expenses once it has met the milestones defined in the table below. The State LEDA Funds may be used for reimbursement of eligible expenses related to tenant improvements borne by the Company, infrastructure costs and land and building acquisition. Any remaining State LEDA Funds after those eligible expenditures may be reimbursed for costs associated with lease payment for the facility(s) occupied by the Company within the boundaries of the City of Rio Rancho at a reimbursement rate of 65%.

State LEDA Disbursement Schedule (Amended Dec 2024)		
Tranche	*Amount of State Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,200,000	Obtain Certificate of Occupancy & Eligible Expenditures
2	$800,000	Hire 15 additional full-time employees for a total of 28 & LEDA Eligible Expenditures
~~3~~	~~$500,000~~	~~Hire 15 additional full-time employees for a total of 43 & LEDA Eligible Expenditures~~
~~4~~	~~$2,500,000~~	~~For each additional full-time employee over 40 new hires & 53 total full- time employees the company and is maintained for 6 months up to a total of 116 new hires and 129 total full-time employees the company earns $32,895 per new hire from 41 to 116 additional full-time employees up to a maximum of $2,500,000 for LEDA eligible expenditures~~
~~Note: The company may request disbursement of any portion of the final $2,500,000 no more than twice annually.~~		

3	$600,000	Hire 7 additional full-time employees for a total of 35 & LEDA Eligible Expenditures
4-a	$600,000	Hire 5 additional full-time employees for a total of 40 & LEDA Eligible Expenditures
4-b	$600,000	Hire 10 additional full-time employees for a total of 50 & LEDA Eligible Expenditures
4-c	$600,000	Hire 10 additional full-time employees for a total of 60 & LEDA Eligible Expenditures
4-d	$600,000	Hire 12 additional full-time employees for a total of 72 & LEDA Eligible Expenditures

10. Disbursement of City LEDA Funds. The Company may request reimbursement for eligible expenses once they have met the milestones defined in the table below. The City LEDA Funds may be used for reimbursement of eligible expenses related to building, tenant, and infrastructure improvements borne by the company.

City LEDA Disbursement Schedule		
Tranche	Amount of City Contribution Available for Disbursement/Tranche	Disbursement Performance Milestone
A	$125,000	Obtain Certificate of Occupancy & Eligible Expenditures (aligns with State Tranche 1)
B	$125,000	Hire 15 additional FT employees for a total of 28 & LEDA Eligible Expenditures (aligns with State Tranche 2)
C	$125,000	Hire 90 additional FT employees for a total of 103 & LEDA Eligible Expenditures
D	$125,000	Hire 116 additional FT employees for a total of 129 & LEDA Eligible Expenditures

11. Job Creation Commitment, Security and Clawback. It is the Company's intent to sustain and create the number of Jobs set forth in the table below under the column captioned "Projected Cumulative Full-Time Headcount" by the conclusion of each "Job Determination Period" as set forth below in the Job Creation Commitment and Schedule table below. If the Company does not achieve the "Minimum Job Target" set forth under the column captioned "Minimum Full-Time Headcount Target" in the table below at the conclusion of each of the specified Job Determination Period (and after expiration of the applicable Cure Period (as defined below)), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below:

		~~***Job Creation Commitment and Schedule***~~					
~~*Year*~~	~~*Projected Cumulative Full Time Headcount*~~	~~*Minimum Full Time Headcount*~~	~~*Annual Payroll*~~	~~*Job Determination Period*~~		~~*%- Clawback*~~
~~1~~	~~Starting Headcount~~	~~13~~	~~$1,053,619~~	~~1.01.2021~~	~~12.31.2021~~	~~100%~~
~~2~~	~~10 additional; Total of 23~~	~~21~~	~~$1,702,000~~	~~1.01.2022~~	~~12.31.2022~~	~~100%~~
~~3~~	~~5 additional; Total of 28~~	~~25~~	~~$2,072,000~~	~~1.01.2023~~	~~12.31.2023~~	~~100%~~
~~4~~	~~5 additional; Total of 33~~	~~30~~	~~$ 2,442,000~~	~~1.01.2024~~	~~12.31.2024~~	~~100%~~
~~5~~	~~5 additional; Total of 38~~	~~34~~	~~$2,812,000~~	~~1.01.2025~~	~~12.31.2025~~	~~100%~~
~~6~~	~~15 additional; Total of 53~~	~~49~~	~~$3,552,000~~	~~1.01.2026~~	~~12.31.2026~~	~~100%~~
~~7~~	~~Maintain 53~~	~~49~~	~~$4,292,000~~	~~1.01.2027~~	~~12.31.2027~~	~~75%~~
~~8~~	~~Maintain 53~~	~~49~~	~~$5,402,000~~	~~1.01.2028~~	~~12.31.2028~~	~~75%~~
~~9~~	~~Maintain 53~~	~~49~~	~~$6,512,000~~	~~1.01.2029~~	~~12.31.2029~~	~~50%~~
~~10~~	~~Maintain 53~~	~~49~~	~~$7,992,000~~	~~1.01.2030~~	~~12.31.2030~~	~~50%~~
~~***Total***~~	~~**Total additional hires 40 above starting headcount of 13**~~					

~~Note: As described in the table of Section 9, the Company may access up to $2,500,000 in additional LEDA toward the creation of up to an additional 76 new hires for a total of up to 116 new full time employees. If the company access any of the final $2,500,000 available years 7-10 will be amended to reflect the additional job creation commitment.~~
~~For example: Company creates 10 over 52 total full-time and accesses an additional tranche, years 7-10 will read maintain 63 – minimum of 58.~~

-	***Job Creation Commitment and Schedule (Amended Dec 2024)***					
Year	*Projected Cumulative Full Time Headcount*	*Minimum Full Time Headcount*	*Annual Payroll*	*Job Determination Period*		*%-Clawback*
1	Starting Headcount	13	$1,053,619	1.01.2021	12.31.2021	100%
2	10 additional; Total of 23	21	$1,702,000	1.01.2022	12.31.2022	100%
3	5 additional; Total of 28	25	$2,072,000	1.01.2023	12.31.2023	100%
4	11 additional; Total of 39	35	$2,442,000	1.01.2024	12.31.2024	100%
5	11 additional; Total of 50	45	$2,812,000	1.01.2025	12.31.2025	100%
6	10 additional; Total of 60	54	$3,552,000	1.01.2026	12.31.2026	100%
7	10 additional; Total of 70	63	$4,292,000	1.01.2027	12.31.2027	75%
8	10 additional; Total of 80	72	$5,402,000	1.01.2028	12.31.2028	75%
9	Maintain 80	72	$6,512,000	1.01.2029	12.31.2029	50%
10	Maintain 80	72	$7,992,000	1.01.2030	12.31.2030	50%

a. The "Clawback Penalty" is a penalty that the Company will be required to pay to the City upon the Company's failure to meet the Minimum Full Time Headcount at the conclusion of the applicable Job Determination Period, if such Minimum Full Time Headcount is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to (i) the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total amount of City and State LEDA Funds disbursed to the Company as of that time and multiplied by the % Clawback applicable to such Job Determination Date, less the total of any Clawback Penalty amounts paid by the Company. For purposes of this subsection, the "Percentage Hiring Shortfall" shall be the quotient of (i) the Minimum Full Time Headcount for the applicable Job Determination Period, minus the actual number of jobs the Company maintains at that time, divided by (ii) the Full Time Headcount for the applicable Job Determination Period See Exhibit A hereto for examples of Clawback Penalty Calculations. "Cure Period" is the period of 180 days after each Job Determination Date during which time the Company shall have the opportunity to cure any shortfall in meeting Minimum Job Target. For the avoidance of doubt, if the Company meets the Minimum Full Time Headcount at any time during the Cure Period, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Full Time Headcount during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

b. A "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. The Company shall use its reasonable best efforts to pay competitive, above market wages for each Job.

c. The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. The Company may request specific modifications to the Minimum Job Target. If the City and State agree that Business Climate Changes have affected the Company's ability to perform, the Clawback Penalty described above may be modified. Such modification must be requested in writing by the Company and approved in writing by the City and State.

d. Permanent Closure. Should the Company permanently abandon, cease, or terminate operations at the Facility during the term of this Agreement, the City will be entitled to draw against the Security (as defined below) in the full amount of, but not to exceed, the cumulative LEDA City and State LEDA Funds disbursed to date. State Funds recovered by the City pursuant to the Security, if any, shall be paid to the State within 30 days after they are received by the City, and any property acquired or developed by the City as a result of this Project shall be used by the City for future economic development purposes only.

e. Maximum Clawback. In no event will Company be required to pay more than the total amount of all City and State LEDA Funds that the Company actually receives, for all Clawbacks in the aggregate.

f. Security Provided to City. As security for its obligations hereunder, the Company, prior to making the initial disbursement request as contemplated under Sections 9 and 10. hereunder (the "Initial Disbursement Request"), shall deliver to the City a letter of credit, performance bond, or other security agreed to by the State and City, in a form acceptable to the City and State, in an amount equal to the amount of the Initial Disbursement Request (the "Initial Security"), which shall remain in effect until this Agreement is terminated pursuant to Section 17 hereof; provided however that the Company may replace the Initial Security with such other security from time to time as may be expressly agreed to by the Company, the City, and State. As security for its obligations thereafter, the Company, prior to the receipt of additional City and/or State LEDA Funds pursuant to Sections 9 and 10 above (the "Additional Disbursements"), shall deliver to the City a letter of credit, performance bond, or other security agreed to by the State and City, in a form acceptable to the City and State, in the amount equal to at least the Additional Disbursements (the "Additional Security", and combined with the Initial Security, the "Security"), which shall remain in effect until this Agreement is terminated pursuant to Section 17 hereof; provided however that the Company may replace the Security with such other security from time to time as may be expressly agreed to by the Company, the City, and State. The City may draw on the Security in order to satisfy any unpaid Clawback that become due and payable.

12. Review. The Company will provide the City with a written report as to the level of job creation and economic benefits arising out of the Project for the benefit of the City or its residents on January 31, 2021 and continuing every January 31, April 30, July 31, and October 31 thereafter (each a "Reporting Date") until this Agreement is terminated pursuant to Section 17 hereof. The City will provide these reports to the City and the State. Job creation reports provided by the Company to the City and State shall include a copy of the most recent filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting (formerly referred as the 903A Report) or its acceptable equivalent submitted by the Company to demonstrate compliance with this Agreement and satisfaction of any Minimum Job Targets on each Job Determination Date all DWS Employment and Wage Detail Reporting by every January 31, April 30, July 31 and October 31. "Any information obtained by the department that is proprietary technical information or related to the possible relocation or expansion of a business shall be deemed confidential and withheld from inspection pursuant to the Inspection of Public Records Act." NMSA 1978, § 9-15-10.

13. Ratification. The City and the Company, respectively, hereby ratify all actions consistent with this Agreement that the City or the Company or their respective agents may have taken in furtherance of the Project.

14. Indemnity. The Company hereby indemnifies and holds the City, its employees, agents, and attorneys harmless from any and all litigation, administrative actions, and any other proceedings against the City by any person or entity (including, without limitation, New Mexico Economic Development Department (NMEDD) and the State), whether governmental or private, including reasonable attorney's fees and costs, arising out of actions or omissions of the Company under this Agreement.

15. Force Majeure. No party shall be liable to the other party for any failure to perform any provisions or obligations of this Agreement if such failure is caused by or results directly or indirectly from Force Majeure. “Force Majeure” means any cause beyond the reasonable control of a party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot, or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a party to perform its obligations under this Agreement. Nothing contained in this paragraph shall be construed to require a party to prevent or settle a strike against its will. The party unable to perform its obligations due to a Force Majeure will provide notice to the other parties within thirty (30) days of becoming aware of the Force Majeure or its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations. If a Force Majeure event occurs, the Company, the City, and State will work in good faith to determine how to address the impact of the Force Majeure on each party’s obligations under this Agreement.

16. Miscellaneous. This Agreement binds and inures to the benefit of the City and the Company and their respective successors and assigns. This Agreement may be amended or modified, and the performance by any party of its obligations hereunder may be waived, only in a written instrument duly executed by the parties. This Agreement may not be assigned by either party without the consent of the other, except that the City may assign its rights and obligations hereunder to State, without the consent of the Company. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. Consistent with the terms and conditions hereof, each of the City and the Company will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Agreement and the transactions contemplated hereby. This Agreement is governed by and is to be construed in accordance with the laws of the State of New Mexico, without giving effect to its conflict of law principles.

17. Term of Participation Agreement. This Agreement will terminate on January 31, 2031. If the Company has met all hiring obligations and maintained them for a minimum of 6 months, it may petition the City in writing for release of security of the State’s LEDA Funds and termination of this agreement. Early release of security and termination of this agreement cannot be sought prior to December 31, 2025. Upon receipt of such request, the City and the State will work with Company to assemble actual numbers of the Company’s economic activity during the timeframe of this agreement. The State will then conduct a complete economic impact analysis to determine if the Company’s economic activity has sufficiently returned more tax revenue than the amount of the grant made under this Agreement. If the economic impact (Tax Revenue) of the Company’s activity has exceeded the grant amount the State will agree to release of security and early termination.

IN WITNESS WHEREOF, the parties have executed this Project Participation Agreement as of the date first written above.

Nature's Toolbox, Inc.

By _____ Date _____
~~Alex Koglin~~Jamie Coffin
CEO
Address for Notices:
Nature's Toolbox, Inc.
Attn.: ~~Alex Koglin~~Jamie Coffin
7701 Innovation Way NE
Rio Rancho, NM 87144

City of Rio Rancho

By _____ Date _____
~~Peter Wells~~Matthew B. Geisel
~~Acting~~ City Manager
Address for Notices:
City of Rio Rancho
Attn: City Manager's Office/Economic Development
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Approved to as to form:

_____ Date _____
~~Greg Lauer~~Josh Rubin, City Attorney

Exhibit A
Sample Clawback Penalty Calculations

	Job Creation Commitment and Schedule					
Year	Cumulative Full Time Job Creation Target	Minimum Full Time Headcount	Annual Payroll	Job Determination Period		% Clawback
1	Starting Headcount	13	$1,053,619	1.01.2021	12.31.2021	100%
2	10 additional; Total of 23	21	$1,702,000	1.01.2022	12.31.2022	100%
3	5 additional; Total of 28	25	$2,072,000	1.01.2023	12.31.2023	100%
4	5 additional; Total of 33	30	$ 2,442,000	1.01.2024	12.31.2024	100%
5	5 additional; Total of 38	34	$2,812,000	1.01.2025	12.31.2025	100%
6	15 additional; Total of 53	49	$3,552,000	1.01.2026	12.31.2026	75%
7	Maintain 53	49	$4,292,000	1.01.2027	12.31.2027	75%
8	Maintain 53	49	$5,402,000	1.01.2028	12.31.2028	75%
9	Maintain 53	49	$6,512,000	1.01.2029	12.31.2029	50%
10	Maintain 53	49	$7,992,000	1.01.2030	12.31.2030	50%
Total	**Total additional hires 40**					

Note: As described in the table of Section 9, the Company may access up to $2,500,000 in additional LEDA toward the creation of up to an additional 76 new hires for a total of up to 116 new full-time employees. If the company access any of the final $2,500,000 available years 7-10 will be amended to reflect the additional job creation commitment.

For example: Company creates 10 over 53 total full-time and accesses an additional tranche, years 7-10 will read maintain 63 – minimum of 58.

-	***Job Creation Commitment and Schedule (Amended Dec 2024)***					
Year	*Projected Cumulative Full Time Headcount*	*Minimum Full Time Headcount*	*Annual Payroll*	*Job Determination Period*		*%-Clawback*
1	Starting Headcount	13	$1,053,619	1.01.2021	12.31.2021	100%
2	10 additional; Total of 23	21	$1,702,000	1.01.2022	12.31.2022	100%
3	5 additional; Total of 28	25	$2,072,000	1.01.2023	12.31.2023	100%
4	11 additional; Total of 39	35	$2,442,000	1.01.2024	12.31.2024	100%
5	11 additional; Total of 50	45	$2,812,000	1.01.2025	12.31.2025	100%
6	10 additional; Total of 60	54	$3,552,000	1.01.2026	12.31.2026	100%
7	10 additional; Total of 70	63	$4,292,000	1.01.2027	12.31.2027	75%
8	10 additional; Total of 80	72	$5,402,000	1.01.2028	12.31.2028	75%
9	Maintain 80	72	$6,512,000	1.01.2029	12.31.2029	50%
10	Maintain 80	72	$7,992,000	1.01.2030	12.31.2030	50%
Total	**Total additional hires 67 above starting headcount of 13**	-	-	-	-	-

Clawback Calculations

Clawback Formula =	(Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)
Job Creation % Shortfall =	(1 - (actual jobs / cumulative Minimum Full Time Headcount))*100%

Example - 1

End of 42 Months, inclusive of cure period

Actual Employees	(a)		22
Cumulative Minimum Full Time Headcount	(b)		25
Job Creation % Shortfall =	(c) = 1-(a/b)		12%
LEDA Dollars Distributed	(d)	$ 2,000,000	
Clawback %	(e)	100%	
Penalty	(f) = c*d*e	$ 240,000	

Example - 2

		End of 90 Months, inclusive of cure period	
Actual Employees	(a)		45
Cumulative Minimum Full Time Headcount	(b)		49
Job Creation % Shortfall =	(c) = 1-(a/b)		8%
LEDA Dollars Distributed	(d)	$ 2,500,000.00	
Clawback %	(e)	75%	
Penalty	(f) = c*d*e	$ 150,000	

LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT (the "Agreement") is entered into this 18th day of February 2021, by and between the CITY OF RIO RANCHO (the "City"), a political subdivision of the State of New Mexico (the "State"), and Nature's Toolbox, Inc. (the "Company").

WHEREAS, the purpose of the Local Economic Development Act (LEDA), N.M.S.A. 1978 §§ 5-10-1, et. seq. (the "Act"), is to provide public support for economic development to foster, promote and enhance local economic development efforts; and

WHEREAS, the City anticipates receiving an appropriation of funds (the "Appropriation" or "State LEDA Funds") allocated from the State to convey these funds to the benefit of the Company; and

WHEREAS, the City will act as fiscal agent for the State's appropriation supporting the Project and will use the State LEDA Funds appropriated by the State, pursuant to §5-10-3{D) of the Act, to convey the State LEDA Funds to the Company by the State based on terms set forth herein; and

WHEREAS, the City has duly passed Ordinance No. 08-77, the Local Economic Development Plan (the "Plan"), pursuant to the Act, approving an economic development plan for the City and authorizing the City to provide public support and consider applications for economic development assistance; and

WHEREAS, the Plan authorizes the City to provide to a **qualifying entity** direct or indirect assistance with priority to entities that represent and commit to the creation of new jobs and the likely spin-off effect of recurring municipal revenue stream; and

WHEREAS, § 5-10-10 of the Act requires that a project participation agreement, at a minimum, shall set out (1) the contributions made by each party; (2) the security provided by the qualifying entity to the local government; (3) a schedule for the project development and completion; and (4) provisions for performance review and actions to be taken if performance is unsatisfactory; and

WHEREAS, § 5-10-11 of the Act requires that a local government establish a separate account for monies dedicated or pledged for funding or financing economic development projects; and

WHEREAS, the State and the City are parties to an Intergovernmental Agreement, in which each party agrees to make certain contributions towards an Economic Development Project, as defined herein; and

WHEREAS, the Company has submitted to the City an application proposing that, in exchange for certain LEDA assistance described below, the Company will undertake and complete certain project elements, which are set forth in this Agreement (collectively, the "Project ");

WHEREAS, the obligations and conditions required by this Agreement between the City and Company will be used to satisfy only the requirements and obligations of this Agreement and will not be attributable to any other agreements;

WHEREAS, the City has adopted Ordinance No. O45, Enactment No. 21-01 (the "Project Ordinance") (i) finding that the Company is a qualifying entity as defined in N.M.S.A. 1978, § 5-10-3(G) (2007); (ii) approving the Company Application for assistance with the Project pursuant to the LEDA Ordinance, which Application proposed that the City direct up to $5,000,000 in State funding to reimburse certain statutorily eligible expenses of the Project consisting of building improvements, infrastructure improvements and rent payments, and also consisting of up to $500,000 in City contribution to reimburse certain statutorily eligible expense of the Project consisting of building improvements, infrastructure improvements and lease reimbursement; and (iii) approving this Agreement; and

WHEREAS, the Company's application clearly demonstrates that the Company, by completing the Project, will be making a substantive contribution to the community, as required by the LEDA Ordinance;

NOW THEREFORE, in consideration of these premises and the agreements by the parties set forth herein, the Company and the City further agree as follows:

1. Goals and Objectives. The objective is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Company Contribution. The Company will occupy approximately 23,450 square feet at 7701 Innovation Way NE, Rio Rancho, NM 87144 for a period not less than ten (10) years, and shall hire and maintain employees as contemplated by this Agreement, in accordance with the schedule and terms and conditions set forth in this Agreement.

    a. Create, hire and maintain and additional 116 jobs, over their starting headcount of 13 as determined by their third quarter 2020 unemployment insurance reports submitted to the New Mexico Department of Work Force Solutions, by the end of the period from the effective date of this Agreement to December 31, 2030 with an agreed upon hiring schedule, described further Section 11.

    b. Make a $17 million capital investment over the five-(5) year period from the effective date of this Agreement to December 31, 2025 with an agreed upon capital investment plan as proposed in the Company's LEDA Application;

    The Company will also provide security in the form of a performance bond, letter of credit, or other acceptable form of security agreed upon by the State and the City, to the City for the Company's obligations, in the amount of the State and City contribution collectively, as set forth in section 11 of this agreement.

3. The State Contribution; Procedure for Disbursement of the State Contribution. The City anticipates that the five million-dollar $5,000,000 State funding will be delivered by the State to the City for disbursement to the Company, upon enactment of the Company's LEDA Ordinance, and execution of these documents and the Intergovernmental agreement between the State and the City, after which time the City will request transfer of the State LEDA Funds. Upon receipt, the City will place the State contribution into a separate account established in connection with the Project, as required by law. The City will only disburse the State contribution in the

manner described in this Agreement. Disbursements shall be paid on a reimbursement basis and the Company, Inc. shall incur the initial expense of eligible Land, Building, Infrastructure related capital expenditures and/or lease payments and, in turn, submit requests for reimbursement to the City.

4. The City Contribution. The City will provide expedited plan review and priority building inspections for tenant improvements. As fiscal agent, the City will provide hiring targets contained herein to be used for eligible capital investment and/or lease abatement reimbursement as directed by the State. The City will account for receipts and disbursements of the State contribution and will provide financial documentation to the State pertaining to said contribution. The City will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and disbursement of the State contribution. The City will also provide their contribution ("City LEDA Funds") for reimbursement for eligible expenses related to building improvements.

5. Deposit of State LEDA Funds. As required by the LEDA Ordinance, the City will deposit the proceeds of the State contribution into a clearly identified separate account, which shall be subject to an annual independent audit.

6. Time Commitment. The Company will take occupancy and begin operations at the Facility by March 31, 2021 and will continue to operate in the Facility through at least December 31, 2030 in a manner contemplated by this Agreement.

7. Use of State Contribution. The Company may use the LEDA Award for eligible Land, Building and Infrastructure expenditures as well as lease abatement at a reimbursement rate of 65% of the actual incurred lease payments, consistent with the Company' s LEDA Application. The LEDA Award may not be used for Fixture, Furniture and Equipment (FFE) expenditures. The LEDA Award will be paid on a reimbursement basis upon incurring eligible expenditures and meeting disbursement milestones as defined in section 9. When requesting reimbursement, the Company shall include sufficient documentation to substantiate the eligible expenditures and proof of payment, and be complaint with the job reporting requirements of Section 12.

8. Use of City Contribution. The Company may use the LEDA Award for eligible Building and Infrastructure Improvements. The LEDA Award may not be used for Fixture, Furniture and Equipment (FFE) expenditures. The LEDA Award may not be used for lease reimbursement. The LEDA Award will be paid on a reimbursement basis upon incurring eligible expenditures and meeting disbursement milestones as defined in section 10. When requesting reimbursement, the Company shall include sufficient documentation to substantiate the eligible expenditures and proof of payment, and be complaint with the job reporting requirements of Section 12.

9. Disbursement of State LEDA Funds. The Company may request reimbursement for eligible expenses once it has met the milestones defined in the table below. The State LEDA Funds may be used for reimbursement of eligible expenses related to tenant improvements borne by the Company, infrastructure costs and land and building acquisition. Any remaining State LEDA Funds after those eligible expenditures may be reimbursed for costs associated with lease payment for the facility(s) occupied by the Company within the boundaries of the City of Rio Rancho at a reimbursement rate of 65%.

State LEDA Disbursement Schedule		
Tranche	*Amount of State Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,200,000	Obtain Certificate of Occupancy & Eligible Expenditures
2	$800,000	Hire 15 additional full-time employees for a total of 28 & LEDA Eligible Expenditures
3	$500,000	Hire 15 additional full-time employees for a total of 43 & LEDA Eligible Expenditures
4	$2,500,000	For each additional full-time employee over 40 new hires & 53 total full- time employees the company and is maintained for 6 months up to a total of 116 new hires and 129 total full-time employees the company earns $32,895 per new hire from 41 to 116 additional full-time employees up to a maximum of $2,500,000 for LEDA eligible expenditures
Note: The company may request disbursement of any portion of the final $2,500,000 no more than twice annually.		

10. Disbursement of City LEDA Funds. The Company may request reimbursement for eligible expenses once they have met the milestones defined in the table below. The City LEDA Funds may be used for reimbursement of eligible expenses related to building, tenant, and infrastructure improvements borne by the company.

City LEDA Disbursement Schedule		
Tranche	Amount of City Contribution Available for Disbursement/Tranche	Disbursement Performance Milestone
A	$125,000	Obtain Certificate of Occupancy & Eligible Expenditures (aligns with State Tranche 1)
B	$125,000	Hire 15 additional FT employees for a total of 28 & LEDA Eligible Expenditures (aligns with State Tranche 2)
C	$125,000	Hire 90 additional FT employees for a total of 103 & LEDA Eligible Expenditures
D	$125,000	Hire 116 additional FT employees for a total of 129 & LEDA Eligible Expenditures

11. Job Creation Commitment, Security and Clawback. It is the Company's intent to sustain and create the number of Jobs set forth in the table below under the column captioned "Projected Cumulative Full-Time Headcount" by the conclusion of each "Job Determination Period" as set forth below in the Job Creation Commitment and Schedule table below. If the Company does not achieve the "Minimum Job Target" set forth under the column captioned "Minimum Full-Time Headcount Target" in the table below at the conclusion of each of the specified Job Determination Period (and after expiration of the applicable Cure Period (as defined below)), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below:

	Job Creation Commitment and Schedule					
Year	*Projected Cumulative Full Time Headcount*	*Minimum Full Time Headcount*	*Annual Payroll*	*Job Determination Period*		*%- Clawback*
1	Starting Headcount	13	$1,053,619	1.01.2021	12.31.2021	100%
2	10 additional; Total of 23	21	$1,702,000	1.01.2022	12.31.2022	100%
3	5 additional; Total of 28	25	$2,072,000	1.01.2023	12.31.2023	100%
4	5 additional; Total of 33	30	$ 2,442,000	1.01.2024	12.31.2024	100%
5	5 additional; Total of 38	34	$2,812,000	1.01.2025	12.31.2025	100%
6	15 additional; Total of 53	49	$3,552,000	1.01.2026	12.31.2026	100%
7	Maintain 53	49	$4,292,000	1.01.2027	12.31.2027	75%
8	Maintain 53	49	$5,402,000	1.01.2028	12.31.2028	75%
9	Maintain 53	49	$6,512,000	1.01.2029	12.31.2029	50%
10	Maintain 53	49	$7,992,000	1.01.2030	12.31.2030	50%
Total	**Total additional hires 40 above starting headcount of 13**					

Note: As described in the table of Section 9, the Company may access up to $2,500,000 in additional LEDA toward the creation of up to an additional 76 new hires for a total of up to 116 new full time employees. If the company access any of the final $2,500,000 available years 7-10 will be amended to reflect the additional job creation commitment.

For example: Company creates 10 over 52 total full-time and accesses an additional tranche, years 7-10 will read maintain 63 – minimum of 58.

a. The "Clawback Penalty" is a penalty that the Company will be required to pay to the City upon the Company's failure to meet the Minimum Full Time Headcount at the conclusion of the applicable Job Determination Period, if such Minimum Full Time Headcount is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to (i) the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total amount of City and State LEDA Funds disbursed to the Company as of that time and multiplied by the % Clawback applicable to such Job Determination Date, less the total of any Clawback Penalty amounts paid by the Company. For purposes of this subsection, the "Percentage Hiring Shortfall" shall be the quotient of (i) the Minimum Full Time Headcount for the applicable Job Determination Period, minus the actual number of jobs the Company maintains at that time, divided by (ii) the Full Time Headcount for the applicable Job Determination Period See Exhibit A hereto for examples of Clawback Penalty Calculations."Cure Period" is the period of 180 days after each Job Determination Date during which time the Company shall have the opportunity to cure any shortfall in meeting Minimum Job Target. For the avoidance of doubt, if the Company meets the Minimum Full Time Headcount at any time during the Cure Period, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Full Time Headcount during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

b. A "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. The Company shall use its reasonable best efforts to pay competitive, above market wages for each Job.

c. The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. The Company may request specific modifications to the Minimum Job Target. If the City and State agree that Business Climate Changes have affected the Company's ability to perform, the Clawback Penalty described above may be modified. Such modification must be requested in writing by the Company and approved in writing by the City and State.

d. Permanent Closure. Should the Company permanently abandon, cease, or terminate operations at the Facility during the term of this Agreement, the City will be entitled to draw against the Security (as defined below) in the full amount of, but not to exceed, the cumulative LEDA City and State LEDA Funds disbursed to date. State Funds recovered by the City pursuant to the Security, if any, shall be paid to the State within 30 days after they are received by the City, and any property acquired or developed by the City as a result of this Project shall be used by the City for future economic development purposes only.

e. Maximum Clawback. In no event will Company be required to pay more than the total amount of all City and State LEDA Funds that the Company actually receives, for all Clawbacks in the aggregate.

f. Security Provided to City. As security for its obligations hereunder, the Company, prior to making the initial disbursement request as contemplated under Sections 9 and 10. hereunder (the "Initial Disbursement Request"), shall deliver to the City a letter of credit, performance bond, or other security agreed to by the State and City, in a form acceptable to the City and State, in an amount equal to the amount of the Initial Disbursement Request (the "Initial Security"), which shall remain in effect until this Agreement is terminated pursuant to Section 17 hereof; provided however that the Company may replace the Initial Security with such other security from time to time as may be expressly agreed to by the Company, the City, and State. As security for its obligations thereafter, the Company, prior to the receipt of additional City and/or State LEDA Funds pursuant to Sections 9 and 10 above (the "Additional Disbursements"), shall deliver to the City a letter of credit, performance bond, or other security agreed to by the State and City, in a form acceptable to the City and State, in the amount equal to at least the Additional Disbursements (the "Additional Security", and combined with the Initial Security, the "Security"), which shall remain in effect until this Agreement is terminated pursuant to Section 17 hereof; provided however that the Company may replace the Security with such other security from time to time as may be expressly agreed to by the Company, the City, and State. The City may draw on the Security in order to satisfy any unpaid Clawback that become due and payable.

12. Review. The Company will provide the City with a written report as to the level of job creation and economic benefits arising out of the Project for the benefit of the City or its residents on January 31, 2021 and continuing every January 31, April 30, July 31, and October 31 thereafter (each a "Reporting Date") until this Agreement is terminated pursuant to Section 17 hereof. The City will provide these reports to the City and the State. Job creation reports provided by the Company to the City and State shall include a copy of the most recent filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting (formerly referred as the 903A Report) or its acceptable equivalent submitted by the Company to demonstrate compliance with this Agreement and satisfaction of any Minimum Job Targets on each Job Determination Date all DWS Employment and Wage Detail Reporting by every January 31, April 30, July 31 and October 31. "Any information obtained by the department that is proprietary technical information or related to the possible relocation or expansion of a business shall be deemed confidential and withheld from inspection pursuant to the Inspection of Public Records Act." NMSA 1978, § 9-15-10.

13. Ratification. The City and the Company, respectively, hereby ratify all actions consistent with this Agreement that the City or the Company or their respective agents may have taken in furtherance of the Project.

14. Indemnity. The Company hereby indemnifies and holds the City, its employees, agents, and attorneys harmless from any and all litigation, administrative actions, and any other proceedings against the City by any person or entity (including, without limitation, New Mexico Economic Development Department (NMEDD) and the State), whether governmental or private, including reasonable attorney's fees and costs, arising out of actions or omissions of the Company under this Agreement.

15. Force Majeure. No party shall be liable to the other party for any failure to perform any provisions or obligations of this Agreement if such failure is caused by or results directly or indirectly from Force Majeure. "Force Majeure" means any cause beyond the reasonable control of a party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot, or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a party to perform its obligations under this Agreement. Nothing contained in this paragraph shall be construed to require a party to prevent or settle a strike against its will. The party unable to perform its obligations due to a Force Majeure will provide notice to the other parties within thirty (30) days of becoming aware of the Force Majeure or its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations. If a Force Majeure event occurs, the Company, the City, and State will work in good faith to determine how to address the impact of the Force Majeure on each party's obligations under this Agreement.

16. Miscellaneous. This Agreement binds and inures to the benefit of the City and the Company and their respective successors and assigns. This Agreement may be amended or modified, and the performance by any party of its obligations hereunder may be waived, only in a written instrument duly executed by the parties. This Agreement may not be assigned by either party without the consent of the other, except that the City may assign its rights and obligations hereunder to State, without the consent of the Company. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. Consistent with the terms and conditions hereof, each of the City and the Company will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Agreement and the transactions contemplated hereby. This Agreement is governed by and is to be construed in accordance with the laws of the State of New Mexico, without giving effect to its conflict of law principles.

17. Term of Participation Agreement. This Agreement will terminate on January 31, 2031. If the Company has met all hiring obligations and maintained them for a minimum of 6 months, it may petition the City in writing for release of security of the State's LEDA Funds and termination of this agreement. Early release of security and termination of this agreement cannot be sought prior to December 31, 2025. Upon receipt of such request, the City and the State will work with Company to assemble actual numbers of the Company's economic activity during the timeframe of this agreement. The State will then conduct a complete economic impact analysis to determine if the Company's economic activity has sufficiently returned more tax revenue than the amount of the grant made under this Agreement. If the economic impact (Tax Revenue) of the Company's activity has exceeded the grant amount the State will agree to release of security and early termination.

IN WITNESS WHEREOF, the parties have executed this Project Participation Agreement as of the date first written above.

Nature's Toolbox, Inc.

By _____ Date 02-18-2021
Alex Koglin
CEO
Address for Notices:
Nature's Toolbox, Inc.
Attn.: Alex Koglin
7701 Innovation Way NE
Rio Rancho, NM 87144

City of Rio Rancho

By _____ Date 2-18-21
Peter Wells
Acting City Manager
Address for Notices:
City of Rio Rancho
Attn: City Manager's Office/Economic Development
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Approved to as to form:

_____ Date 02.18.21
Greg Lauer, City Attorney

Exhibit A
Sample Clawback Penalty Calculations

	Job Creation Commitment and Schedule					
Year	Cumulative Full Time Job Creation Target	Minimum Full Time Headcount	Annual Payroll	Job Determination Period		%- Clawback
1	Starting Headcount	13	$1,053,619	1.01.2021	12.31.2021	100%
2	10 additional; Total of 23	21	$1,702,000	1.01.2022	12.31.2022	100%
3	5 additional; Total of 28	25	$2,072,000	1.01.2023	12.31.2023	100%
4	5 additional; Total of 33	30	$ 2,442,000	1.01.2024	12.31.2024	100%
5	5 additional; Total of 38	34	$2,812,000	1.01.2025	12.31.2025	100%
6	15 additional; Total of 53	49	$3,552,000	1.01.2026	12.31.2026	75%
7	Maintain 53	49	$4,292,000	1.01.2027	12.31.2027	75%
8	Maintain 53	49	$5,402,000	1.01.2028	12.31.2028	75%
9	Maintain 53	49	$6,512,000	1.01.2029	12.31.2029	50%
10	Maintain 53	49	$7,992,000	1.01.2030	12.31.2030	50%
Total	**Total additional hires 40**					

Note: As described in the table of Section 9, the Company may access up to $2,500,000 in additional LEDA toward the creation of up to an additional 76 new hires for a total of up to 116 new full-time employees. If the company access any of the final $2,500,000 available years 7-10 will be amended to reflect the additional job creation commitment.

For example: Company creates 10 over 53 total full-time and accesses an additional tranche, years 7-10 will read maintain 63 – minimum of 58.

Clawback Calculations

Clawback Formula =	(Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)		
Job Creation % Shortfall =	(1 - (actual jobs / cumulative Minimum Full Time Headcount))*100%		
Example - 1		End of 42 Months, inclusive of cure period	
Actual Employees	(a)		22
Cumulative Minimum Full Time Headcount	(b)		25
Job Creation % Shortfall =	(c) = 1-(a/b)		12%
LEDA Dollars Distributed	(d)	$ 2,000,000	
Clawback %	(e)	100%	
Penalty	(f) = c*d*e	$ 240,000	
Example - 2		End of 90 Months, inclusive of cure period	
Actual Employees	(a)		45
Cumulative Minimum Full Time Headcount	(b)		49
Job Creation % Shortfall =	(c) = 1-(a/b)		8%
LEDA Dollars Distributed	(d)	$ 2,500,000.00	
Clawback %	(e)	75%	
Penalty	(f) = c*d*e	$ 150,000	

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R101

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Financial Services

SUBJECT:
R101, Resolution Directing a Contribution of One-Time Revenue to the Permanent Fund

BACKGROUND AND ANALYSIS:
In March 2022, voters approved a Charter amendment to establish the City's Permanent Fund with an initial, principal investment of $10 million. The purpose of the fund is to invest money, allow the value to grow over time, and create an additional, future revenue source to fund public services without an associated tax or fee increase.

In September 2022, an ordinance amending Chapter 36 Finance and Revenue in the Municipal Code was adopted to establish the parameters for administering and managing the Permanent Fund. Parameters included language for adding one-time funds to the principal of the Permanent Fund by Resolution of the Governing Body.

In September 2024, Chapter 36.127, which established a July timeframe for making additions to the Permanent Fund, was amended to allow for one-time revenue to be added to the Permanent Fund at any time the Governing Body deems appropriate. At the time the amendment was brought forward to the Governing Body, staff had anticipated $1 million in proceeds from a cellular land lease agreement would be available to contribute to the Permanent Fund. The Governing Body approved the cellular land lease agreement at its July 25, 2024 meeting.

At its August 2024 meeting, the Investment Advisory Board voted to recommend approval of the amendment to Chapter 36.127 and was briefed on the possible addition to the Permanent Fund. The board was in favor of adding the one-time revenue to the Permanent Fund.

As of September 2024, the Permanent Fund value was $13.04 million.

IMPACT:
Approval of the Resolution will enable the City to contribute $1 million to the Permanent Fund to increase the principal on which investment earnings can accumulate.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R101
ATTACHMENT: R101 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION DIRECTING A CONTRIBUTION OF ONE-TIME REVENUE TO THE PERMANENT FUND

WHEREAS: on March 1, 2022, Rio Rancho voters approved a Charter amendment to establish the City's Permanent Fund with an initial investment of $10,000,000; and

WHEREAS: on September 22, 2022, an ordinance amending Chapter 36 Revenue and Finance of Municipal Code was approved establishing parameters to manage and administer the Permanent Fund, which included language allowing for contributions to be added to the principal of the Permanent Fund by Resolution of the Governing Body; and

WHEREAS: Chapter 36.127 of Municipal Code, which established a July timeframe for adding to the Permanent Fund, was amended on September 26, 2024, allowing for contributions to be made to the principal of the Permanent Fund at any time the Governing Body deems it appropriate and in the best interest of the City; and

WHEREAS: the City has received $1,000,000 of one-time revenue for a cellular land lease agreement approved by the Governing Body on July 25, 2024; and

WHEREAS: the Governing Body has determined it is in the best interest of the City and it is appropriate to contribute the $1,000,000 of one-time revenue received for the cellular land lease agreement to the principal of the Permanent Fund.

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

In accordance with Municipal Code Chapter 36, Section 127, $1,000,000 shall be added to the 2024 Permanent Fund principal amount for the purposes of determining future distributions.

ADOPTED THIS _____DAY OF_____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 101 **ENACTMENT NO. 24-100**

RESOLUTION DIRECTING A CONTRIBUTION OF ONE-TIME REVENUE TO THE PERMANENT FUND

WHEREAS: on March 1, 2022, Rio Rancho voters approved a Charter amendment to establish the City's Permanent Fund with an initial investment of $10,000,000; and

WHEREAS: on September 22, 2022, an ordinance amending Chapter 36 Revenue and Finance of Municipal Code was approved establishing parameters to manage and administer the Permanent Fund, which included language allowing for contributions to be added to the principal of the Permanent Fund by Resolution of the Governing Body; and

WHEREAS: Chapter 36.127 of Municipal Code, which established a July timeframe for adding to the Permanent Fund, was amended on September 26, 2024, allowing for contributions to be made to the principal of the Permanent Fund at any time the Governing Body deems it appropriate and in the best interest of the City; and

WHEREAS: the City has received $1,000,000 of one-time revenue for a cellular land lease agreement approved by the Governing Body on July 25, 2024; and

WHEREAS: the Governing Body has determined it is in the best interest of the City and it is appropriate to contribute the $1,000,000 of one-time revenue received for the cellular land lease agreement to the principal of the Permanent Fund.

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

In accordance with Municipal Code Chapter 36, Section 127, $1,000,000 shall be added to the 2024 Permanent Fund principal amount for the purposes of determining future distributions.

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D51

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Utilities

SUBJECT:
D51, Advice and Consent of the Governing Body to Award a Contract to AUI, Inc.

BACKGROUND AND ANALYSIS:
Wastewater Treatment Plant 2 headworks (WWTP 2) is located at 100 Industrial Park Loop NE.

WWTP 2 headworks must be upgraded to properly remove and screen out grit (e.g., sand, gravel, baby wipes, towels, and similar materials) before entering the plants aeration and remaining treatment system in order to maintain effluent quality required by the U.S. Environmental Protection Agency (US EPA) National Pollutant Discharge Elimination System (NPDES) Permit.

This project eliminates the two-existing headworks for plant 2A and 2B to create one centrally located headworks system that will increase the reliability and the capacity. The new headworks is designed to process a total of 12 million gallons per day (MGD). The current phase will treat 6 MGD. Additional equipment will be added in the future to process the remaining 6 MGD as needed.

Previously this project was out to bid twice. The first bid came in significantly higher than the engineer's estimate and was canceled. The second bid offering received no bids. As a result, and per Municipal Code (36.28.A2), the project could be negotiated at the best obtainable price.

AUI, Inc. had the lowest price proposal at $28,692,371 (including NMGRT). Funding for this project is a combination of $8,661,203 in Federal American Rescue Plan Act (ARPA) funds allocated to the City, Utilities Department revenue/cash of $18,178,606, and Wastewater Impact Fees of $1,852,562.

The construction duration for the project is 1,095 calendar days including material and equipment procurement.

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

IMPACT:
Execution of this agreement will allow the facilitation of Wastewater Treatment Plant 2 headworks upgrades to begin construction. Upon completion, the facility will benefit the community by aiding the plant to effectively treat wastewater in accordance with the City's water conservation and

management programs.

ALTERNATIVES:

Provide advice and consent

Do not provide advice and consent.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the contract.

ATTACHMENT: Contract

Construction Contract 25-073-UT
Wastewater Treatment Plant 2 Headworks Construction

THIS AGREEMENT is made and entered into by and between the City of Rio Rancho, hereinafter referred to as the "City", and AUI, Inc., hereinafter referred to as the "Contractor".

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the following, attached hereto:

- Exhibit A: Detailed Scope of Work
- Attachment 1: Technical Specifications
- Attachment 1A: Technical Specifications
- Attachment 2: Plans
- Attachment 3: Construction Plans
- Attachment 4: Phase 2a Plant Improvements
- Attachment 5: EJCDC C-700 2007
- Attachment 6: EJCDC Supplemental Conditions
- Attachment 7: Development Process Manual (DPM)
- Attachment 8: Meter Details 1-11
- Appendix A: Federal Exhibits
- Appendix B: Cost

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit A attached hereto.

2. TERM

The Work will be substantially completed within **One Thousand Ninety-Five (1,095) consecutive calendar days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the EJCDC General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the EJCDC General Conditions.

3. LIQUIDATED DAMAGES

The City and Consultant agree time is of the essence and that, in the case of the consultant's failure to complete the design phase services within the time specified and agreed upon as specified in on the issued purchase order, the city will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of **Three Thousand dollars ($3,000.00)** per calendar day for each day's delay in finishing the complete design phase services in excess of the number of working days prescribed; and the consultant hereby agrees that said sum shall be deducted from amounts due the consultant under the contract or, if no amount is due the consultant, the

consultant hereby agrees to pay to the owner as liquidated damages such total sum as shall be due for such delay, computed as aforesaid

4. CONTRACT PRICE

The City shall pay the Contractor in full payment, not to exceed the amount of **Twenty-Six Million, Seven Hundred Six Thousand, One Hundred Four dollars and Zero cents ($26,706,104.00)** as indicated in Appendix B, excluding gross receipts tax. The Contract Price comprises the base bid, bid additive alternate A, bid additive alternate B, and bid additive alternate C. In no event will the Contractor be paid for services provided more than the total compensation amount without the contract being amended in writing prior to those services in excess of the total compensation being provided.

5. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit A. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable twenty-one (21) days after the City's receipt of the invoice. A Non-Taxable Transaction Certificate will be issued upon award.

6. STANDARD OF PERFORMANCE

The Contractor acknowledges that it has the personnel, experience, and knowledge necessary to qualify for the particular duties to be performed under this Agreement. The Contractor shall perform the work described herein in accordance with the highest standard of care and performance.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all of their employees or consultants retained by the Contractor in the performance of these services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationship with its employees and subcontractors.

8. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

9. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all costs chargeable to the City hereunder and such other records as may be required by law.

Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

10. APPROPRIATIONS

The terms of this Contract and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

11. CONFIDENTIALITY

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

12. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules, and regulations, and with all applicable ordinances, policies, and procedures.

(b) The Contractor hereby covenants, warrants, and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

13. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage, or suit arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

To the extent, if at all, that NMSA § 56-7-1 is applicable to any agreement to indemnify contained in this Contract, and any such agreement to indemnify contained in this Contract is interpreted to

indemnify a party against liability, claims, damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by, or resulting from, in whole or in part the negligence, act, or omission of the indemnitee, or the agents or employees of the indemnitee, or any legal entity for whose negligence, acts, or omissions any of them may be liable, any such agreement to indemnify contained this Contract shall not extend to liability, claims, damages, losses, or expenses, including attorney fees, arising out of:

A. The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by the indemnitee or the agents or employees of the indemnitee; or

B. giving or failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property

14. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

15. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

16. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the City Manager. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

<u>For notice to the City:</u>
City of Rio Rancho
Micah Sedillo, Project Manager
3200 Civic Center Circle
Rio Rancho, New Mexico 87144
Telephone: 505-225-4306
Email: msedillo@rrnm.gov

<u>For notice to the Contractor:</u>
AUI, Inc.
Laura Jaquez, Chief Administrative Officer
PO Box 9825
Albuquerque, NM 87119-9825
Telephone: 505-242-4848
Email: joshc@auiinc.net

17. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

By: _____

Matthew B. Geisel, City Manager
Peter Wells, Deputy City Manager

Date: _____

AUI, INC.

By: _____

Laura Jaquez, Chief Administrative Officer

Date: _____

APPROVED AS TO FORM:

_____

Josh Rubin, City Attorney
Alexandra N. Lopez, Deputy City Attorney

Date: _____

Exhibit A
Detailed Scope of Work
Wastewater Treatment Plant 2 Headworks Construction

1. **Statement of Scope of Work**

Construction of a 12-million gallon per day (MGD) headworks facility and equip to treat 6-MGD including influent and effluent pipelines, flow meter vault, odor control facility, new vactor receiving station, demolition of the existing headworks, splitter box and vactor receiving facility, and appurtenant work, as an expansion of existing treatment facilities.
This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to all applicable federal regulations including the Davis Bacon Act requirements.

This project is wholly or partially funded with the United States American Rescue Plan Act (ARPA) (P.L. 117-2) program funds, and therefore must comply with all applicable federal procurement guidelines. Neither the United States nor its departments, agencies or employees is or will be party to this invitation for bids or any resulting contract. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Bidders for this work will be required to comply with the President's Executive Order No. 11246, as amended.

To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six good faith efforts as outlined by EPA at https://www.epa.gov/sites/production/files/2013-09/documents/six_good_faith_efforts.pdf.

The bidder must make a good faith effort to solicit and hire Disadvantaged Business subcontractors and suppliers to meet the goals outlined in EPA XP-215. A good faith effort requires that the Contractor: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid proposal, 3) Submit with the bid proposal proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Bid Proposal that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid Proposal rejected.

Vendor shall submit working red line drawings/As-Builts, following the format and method stated in the Development Process Manual (DPM) Chapter II.7 Revised for Public Works (Separate Document), to the Project Manager or Project Inspector on a monthly basis to obtain payment.

In addition, as part of the Final Record Drawings, a permanent erosion/sediment control plan must be submitted to the Development Services Department (DSD) Engineering Division. The permanent erosion/sediment control plan must include grading and drainage information.

2. Standard Specifications

The New Mexico Standard Specifications for Public Works Construction, Current Edition, as amended and published by the New Mexico Chapter of the American Public Works Association (NMAPWA); the City of Rio Rancho Standard Details and Specifications for Roads, Drainage, Traffic, Water, and Wastewater; and the City of Rio Rancho modifications to various NMAPWA Sections. Copies of the NMDOT Standard Specifications for Highway and Bridge Construction may be obtained online at: https://dot.state.nm.us/content/nmdot/en/Standards.html. Copies of the City of Rio Rancho Standard Details and Specifications, and NMAPWA modifications may be obtained online at: https://www.rrnm.gov/StandardsAndSpecs. The City will utilize Supplemental Condition - SC 3.03.B.2 of the Standard General Conditions of the Construction Contract prepared by the Engineer's Joint Contract Documents Committee (EJCDC) to determine order of precedent for dealing with conflicts.

3. Determination of Notice to Proceed Date

Determination of the Notice to Proceed date is at the City of Rio Rancho's sole discretion. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4. Use of the City of Rio Rancho's General Conditions

The City will utilize the Standard General Conditions of the Construction Contract prepared by the Engineer's Joint Contract Documents Committee (EJCDC) to replace the New Mexico Department of Transportation's (NMDOT) Division 100's – General Provisions, except for section 106.4 Certificates of Compliance.

5. Equal Employment Opportunity (EEO)

This project is wholly or partially funded with United States Environmental Protection Agency Funds, and therefore must comply with all federal cross cutter requirements. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

6. Davis Bacon Wage Rates

Davis Bacon Wage Rates will apply to this project. The contractor shall maintain payrolls and basic records relating to the project for a period of three years for all laborers and mechanics working at the site of the work.

Wage rate interviews will be conducted in confidence during the duration of construction of the project to verify that contractors are paying the appropriate wage rates. Wage rates and posters must be posted in a non-conspicuous place for all to have access to.

7. Public Notice and Communication Requirements

Acquisition and completion of any items required by the selected Classification Projects below are incidental to the project and no payment will be made to the contractor. Any signage listed

in the Classification Projects below is for public notification and is not considered a Traffic Control Device or Traffic Control.

Classification E
Communication is required with the Project Manager, and in emergency situations that affect the public the communication will be, at a minimum, listed below.

Maintenance work that does not have any impact to stakeholders will have no additional communication with the public and includes this project. However, if an emergency occurs, and residents, businesses, or roadways are affected by the emergency, then the vendor may be required to issue public notification, as detailed below, by the Project Manager. Costs for the notification will be incidental to the project and no payment will be made to the vendor.

Emergency notification will include verbal, website, and social media (when applicable).

Verbal Communication: When a project is under construction, contact should be made with residents and businesses affected in order to establish a relationship and inform them about the upcoming project, progress, and delays. Those residents or businesses affected by the project may choose to be added to the log of stakeholders to receive updates about the project as it progresses.

Website and Social Media: Projects will have a posting on social media and the website if work will last longer than six (6) hours (not including emergency water main repairs, unless they last over twelve (12) hours).

8. Temporary Access Maintenance

The contractor shall be responsible for maintaining any temporary access pavement surface (such as millings, base course or asphalt) into and out of the construction site under any and all-weather conditions. No additional payment will be made for this maintenance.

9. Workday, Weather Conditions and Holidays

Workday
A working day is defined as any day, except Saturdays, Sundays and Owner Legal Holidays. A working day may also be referred to as a "Business Day". Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and Owner Legal Holidays) shall be verified with the Owner at least 72 hours in advance. The Owner shall be

compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime.

Abnormal Weather Conditions
Abnormal weather conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

Weather Day
A day in which weather conditions prevent work on critical activities for more than seventy-five percent (75%) of the Contractor's scheduled workday and equipment force engaged in the current critical activity item(s) as shown on the latest Progress Schedule for a period of at least five (5) hours per day and the crew is dismissed as a result thereof.

Holidays
Legal holidays shall include the following holidays designated by the Owner: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

10. Mobilization

If the Contractor's Bid Item Price for mobilization is equal to or less than 10% of the Total Original Contract Amount, less mobilization, the City will pay the Contractor using the following procedure:

a. If the Contractor has performed Work representing less than 5% of the Total Original Contract Amount, less mobilization, the City will pay 25% of the mobilization bid amount.

b. If the Contractor has performed Work representing from 5% to less than 10% of the Total Original Contract Amount, less mobilization, the City will pay 50% of the Bid Item Price for mobilization; and

c. If the Contractor has performed Work representing 10% or more of the Total Original Contract Amount, less mobilization, the City will pay 100% of the Bid Item Price for mobilization.

If the Contractor's Bid Item Price for mobilization is greater than 10% of the Total Original Contract Amount, less mobilization, the City will only apply the previous payment procedure to that portion of the Contractor's Bid Item Price for mobilization equal to 10% of the Total Original Contract Amount, less mobilization. The City will pay the Contractor the remainder of the Bid Item Price for mobilization upon completion of the Work.

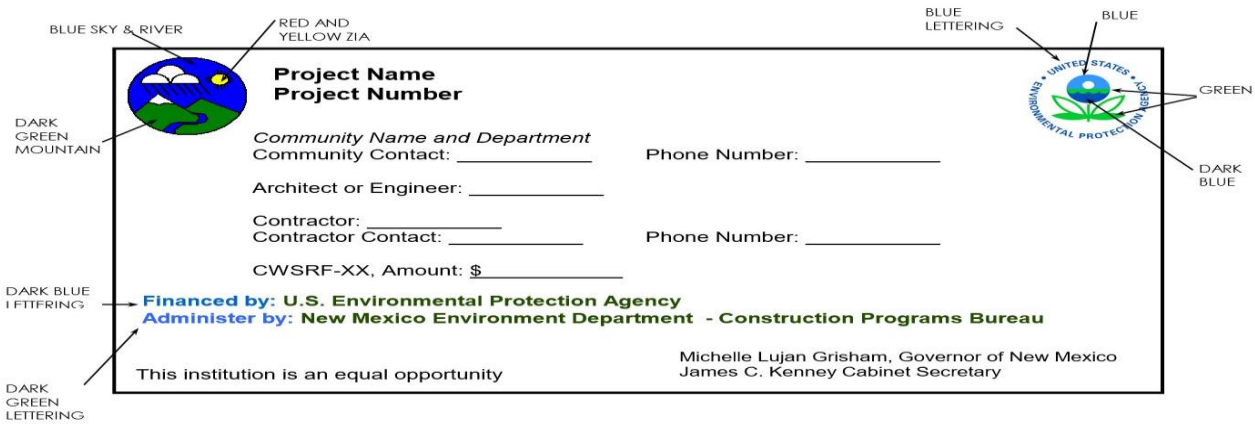
Basis of Payment:

- Pay Item: Mobilization
- Pay Unit: Lump Sum

The city will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

11. Federal Project Sign

A federal Project Sign will be required to be maintained at the project site. The sign must include the name of the facility, project and community, project cost, the Agency administering the program and the EPA and State Agency logos.



SCALE 1"=1'
SIGN DIMENSIONS: 4' x 8' x 3/4" (1200mm x 2400mm x 19mm)
PLYWOOD PANEL (APA RATED A-B GRADE - EXTERIOR)
WHITE WITH BLACK LETTERING EXCEPT AS NOTED

12. Prior Approvals/Equals

Contractors shall review all equipment that is specified for this project and submit substitute and/or equal approval requests 14 days prior to bid opening as described in the Instruction to the Bidders. It will be the responsibility of the Contractor to prove the products requested will comply with the minimum performance specifications. Requests shall be submitted to the Point of Contact listed in the IFB.

13. Material Testing and Quality Control for New Mexico American Public Works Association (NMAPWA) Specification Items

All testing of NMAPWA bid items shall comply with the American Water Works Association Standards/American National Standards Institute Standards, New Mexico Standard Specifications for Public Works Construction, Current Edition, as amended and published by the New Mexico Chapter of the American Public Works Association. Testing shall be considered incidental to the project. A copy of all testing performed must be given to the designated Project Manager.

14. Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent

The contractor shall, after receiving, signing, and returning the contract, begin work on the Storm Water Pollution Prevention Plan (SWPPP). This includes completing any and all required documents to the Environmental Protection Agency (EPA) with copies to the City and Project Manager, in order for the City to file its Notice of Intent (NOI) to the EPA. The contractor shall submit the approved SWPPP and NOI to the City's Project Manager no later than seven (7) days before the Pre-Construction Meeting. Each day that the contractor fails to provide the approved SWPPP, the contractor will be charged $500 per day until provided. If a fine is provided, the Notice to Proceed (NTP) will be determined by the City and is non-negotiable.

Once approved, the City's Project Manager will submit their NOI to the EPA, and work may begin fourteen (14) days after the City has submitted its NOI to the EPA, and not before.

15. Utility Coordination Allowance

The City will utilize Supplemental Condition - SC 12.3.F of the Standard General Conditions of the Construction Contract prepared by the Engineer's Joint Contract Documents Committee (EJCDC) for this item.

16. Construction Water Meter

Construction water meters shall be obtained by the Contractor from the City of Rio Rancho Utility Department - Customer Services Division. Acquisition of the water meter and cost of water will be incidental to the project.

17. Water, Sewer, and/or Recycle Water Line Connections

The Contractor shall be solely responsible for scheduling all water, sewer, or recycle water line connections that require any disruption to service at the existing wastewater treatment plant.

Connection efforts shall be executed at night during non-peak low flow hours from 11:00 p.m. to 4:00 a.m.

18. Defective

The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with the Contract Documents).

19. Construction Staking and Record/As-Built Construction Drawings

The Contractor shall furnish all construction staking and surveys required to construct the project in accordance with the bearings, distances, and coordinate points specified in the drawings. The Contractor shall be responsible for furnishing the OWNER with as-built survey information/record documents for construction work performed per Chapter II.7 of the City of Rio Rancho's Development Process Manual (DPM) Revised for Public Works and the Supplementary Conditions 4.05.B. As-built survey information/record documents shall be considered incidental to the project and no separate payment shall be made thereof.

20. Reports and Drawings

Geotechnical Engineering Report, Rio Rancho WWTP #2 Headworks, prepared by Geomat Inc., dated February 4, 2022. See Attachment 6: Technical Specifications Appendix A.

Geotechnical Engineering Report, Addendum No. 1, Rio Rancho WWTP #2 Headworks, prepared by Geomat Inc., dated February 18, 2022. See Attachment 6: Technical Specifications Appendix A.1.

21. Construction Debris Containment and Removal

Contractors must contact Waste Management in Rio Rancho if a dumpster or roll off is necessary for proper containment, removal, and disposal of construction debris for any projects completed within the Rio Rancho City Limits.

22. Project Closeout

The Contractor shall represent the faithful final completion of the work, including but not limited to correction of incomplete or deficient items identified in the final inspection; final cleaning and removal of temporary facilities and controls; preparation and delivery of operation and maintenance manuals, record drawings, and other project records and

documents; completion of all required demonstrations and training; completion of all close-out submittals; and all other close-out procedures and requirements, if any, required for the Project. The construction close-out submittals shall be in accordance with the City of Rio Rancho Development Process Manual Volume II, Chapter 7, Section 2.

Final Payment Application shall contain the following: Evidence of Completed Operations Insurance, Consent of the Surety to Final Payment, Certificate of Payment of Claims, Release of Liens (General and Sub-Contractors), Affidavit of Wages Paid, Copy of Certification of Substantial Completion, and Copy of Certificate of Final Completion. Final payment may not be made if lacking the aforementioned required documents. The documents required to close out the project shall be incidental to the project and shall not be included in the schedule of values. The Contractor shall represent the faithful final completion of the work, including but not limited to correction of incomplete or deficient items identified in the final inspection; final cleaning and removal of temporary facilities and controls; preparation and delivery of operation and maintenance manuals, record drawings, and other project records and documents; completion of all required demonstrations and training; completion of all close-out submittals; and all other close-out procedures and requirements, if any, required for the Project.

FEDERALLY-REQUIRED CONTRACT PROVISIONS

IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	**Equal Employment Opportunity** During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.	All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3; construction work.

	(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment	

	practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.	
2.	**Davis Bacon Act** The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage	All prime construction contracts in excess of $2,000 awarded by non-Federal entities; construction work

	determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.	
3.	**Copeland Anti-Kickback Act** Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.	For construction work over $2,000
4.	**Contract Work Hours and Safety Standards Act** Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section. Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any	For contracts over $100,000 or that involve mechanics or laborers

	liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.	
5.	**Rights to Inventions Made under a Contract or Agreement** If the award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City 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 FEMA or other applicable federal agency.	For funding agreements under 37 CFR 401.2(a)
6.	**Clean Air Act and Federal Water Pollution Control Act** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq*. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.	For contracts over $150,000
7.	**Debarment and Suspension** This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).	For all contracts: 1) over $25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract

	Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	meeting requirement 1 or 2
8.	**Byrd Anti-Lobbying Amendment** Contractors who apply or Bid for an award of $100,000 or more shall 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 U.S.C. §1352. Each tier shall 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 recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds $100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.	For all contracts; contracts over $100,000 must certify compliance
9.	**Procurement of Recovered Materials** In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,	For state or political subdivision of the state, if the purchase price of an item exceeds $10,000 (including value of item acquired over the year)

	https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
10.	**§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.** (a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered	For all contracts

	communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
11.	**§ 200.322 Domestic preferences for procurements.** (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	For all contracts

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The _____, certifies to the best of its knowledge and

(Company/Contractor)

belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE COMPANY/CONTRACTOR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Executed on this date: _____.

By _____
(Signature of authorized official)

_____
(Title of authorized official)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of

(Name and title of Official)

_____ that;

(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed on this date: _____.

By _____
(Signature of authorized official)

_____
(Title of authorized official)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the Bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No contract shall be awarded unless such report is submitted.

_____

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address:_____
_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ____ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ____ No ____ _____

Certification -- The information above is true and complete to the best of my knowledge and belief.

_____
NAME AND TITLE OF SIGNER (PLEASE TYPE)

_____ _____

SIGNATURE DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO
COUNTY OF _____
_____ being first duly sworn, deposes and says that:
(1) They are the _____of _____the
Bidder that has submitted the attached Bid Proposal;

(2) They are fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____
TITLE _____

SUBSCRIBED AND SWORN to before me this ____day of _____2021.

_____
NOTARY PUBLIC
My Commission Expires _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

SIGNED: _____
TITLE: _____

SUBSCRIBED AND SWORN to before me this _____day of _____, 2021. _____ NOTARY PUBLIC My Commission Expires: _____

Contract 25-073-UT
Appendix B

Proposal
AUI INC.

Job Code: FY24037
Description: WWTP #2 Headworks-CORR- REBID/NEGOTIATED

Proposal

Line No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
1	Mobilization	1.00	LS	2,343,000.00	2,343,000.00
2	New AC Paving	6,297.00	SF	8.00	50,376.00
3	Replaced AC Paving	2,819.00	SF	15.00	42,285.00
4	24-inch RS piping	104.00	LF	619.00	64,376.00
5	30-inch RS piping	92.00	LF	1,354.00	124,568.00
6	36-inch RS piping	219.00	LF	1,143.00	250,317.00
7	24-inch FA piping	216.00	LF	886.00	191,376.00
8	Miscellaneous piping, valves, field structures, and appurtenances	1.00	LS	5,026,210.00	5,026,210.00
9	Headworks Building Structural and Architectural	1.00	LS	6,622,792.00	6,622,792.00
10	Bridge Crane	1.00	EA	272,548.00	272,548.00
11	Bar Screen System	1.00	LS	1,152,215.00	1,152,215.00
12	Stacked Tray Grit System	1.00	EA	1,026,181.00	1,026,181.00
13	Grit Classifier	1.00	EA	727,060.00	727,060.00
14	Odor Control System	1.00	EA	1,198,096.00	1,198,096.00
15	Slide and Flap Gates	1.00	LS	328,039.00	328,039.00
16	Electrical	1.00	LS	1,460,448.00	1,460,448.00
17	Instrumentation	1.00	LS	1,682,876.00	1,682,876.00
18	HVAC	1.00	LS	3,410,606.00	3,410,606.00
19	Materials Testing Allowance	1.00	ALLOW	30,000.00	30,000.00
20	Utility Relocation Allowance	1.00	ALLOW	30,000.00	30,000.00
	Base Bid			**Subtotal:**	26,033,369.00
				Running Total:	26,033,369.00
21	BID ADDITIVE ALTERNATE A - New Vactor Receiving Station and Demolition of Existing Septage Receiving Station	1.00	LS	467,118.00	467,118.00
22	BID ADDITIVE ALTERNATE B - Demolition of Existing Headworks	1.00	LS	138,843.00	138,843.00
23	BID ADDITIVE ALTERNATE C - Demolition of Existing Splitter Box No. 1	1.00	LS	66,774.00	66,774.00
	Additive Options			**Subtotal:**	672,735.00
				Running Total:	26,706,104.00
24	BID DEDUCTIVE ALTERNATE D – Credit to not provide or install Manual Screen NO.2 (SCR-01-002) Or Coarse Screenings Washer Compactor NO.2 (01-ME-002)	1.00	LS	(210,855.00)	(210,855.00)
	Deductive Option			**Subtotal:**	(210,855.00)
				Running Total:	26,495,249.00
				GRAND TOTAL:	26,495,249.00

Proposal Certification

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CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D52

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Public Works

SUBJECT:
D52, Advice and Consent of the Governing Body to Award a Contract to Albuquerque Asphalt, Inc.

BACKGROUND AND ANALYSIS:

In early 2023 (Fiscal Year 2023), the City launched the Hybrid Mill & Inlay (HMI) project under the Neighborhood Streets Improvement Program (NSIP). HMI consists of removing existing asphalt, applying a new base course, and laying down new asphalt. As applicable, underlying utility infrastructure is improved as well.

The first phase, a pilot project, improved one centerline mile of roads per Council District and upgraded water infrastructure where necessary. The success of this pilot project led to the funding of HMI Phase 2, prioritizing Districts 1, 4, and 5, where the project would deliver the greatest benefit. Phase 2 is currently under construction, with completion expected by Spring 2025.

With the approved Fiscal Year 2025 budget, HMI Phase 3 has been funded to continue rehabilitating residential roads in Districts 1, 4, and 5, particularly where patch and seal methods are no longer effective. Upon completing HMI Phase 2, the Public Works Department will initiate work on Phase 3 to improve roads and upgrade water lines as necessary.

The construction duration for HMI Phase 3 is anticipated to be approximately 12 months from the notice to proceed date. This project will improve residential roads and upgrade water lines as necessary in Council Districts 1, 4, and 5.

The project is funded by the City’s General and the Utilities Department’s Water Capital fund.

This project was procured using the Bernalillo County Multi-Unit Infrastructure On-Call Price Agreement, and the proposed contract totals are $11,240,080.94, including NMGRTs.

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

IMPACT:

This project will improve residential roads and upgrade water lines as necessary in Council Districts 1, 4, and 5.

ALTERNATIVES:

Provide advice and consent.

Do not provide advice and consent.

DEPARTMENT RECOMMENDATION:

Staff recommends that the Governing Body approves the project to award.

ATTACHMENT: Quote
ATTACHMENT: Project Maps

NSIP Hybrid Mill & Inlay Phase 3: BC On-Call Contract

District	Street	From	To	SY	LF
1	2nd St SE	Tulip Rd	Unser Blvd	9675	3620
1	Brazos Rd	Vancouver Rd	Pecos Loop	5190	1570
			Total:	**14865**	**5190**

District	Street	From	To	SY	LF
4: Unit 1	Trevino Dr	Nicklaus Dr	Southern Blvd	7150	2200
4: Unit 1	Player Loop	Trevino Dr	Trevino Dr	6425	1930
4: Unit 1	Fringe Ct	Trevino Dr	End	1200	300
4: Unit 1	Player Ct	End	Trevino Dr	875	200
4: Unit 2	Wagon Train Dr	End	Stallion Rd	19380	4975
4: Unit 2	Parr Rd	Branding Iron Rd	Nickulas Dr	7000	2200
4: Unit 3	San Juan de Rio Dr	Leon Grande Ave	Sabana Grande Ave	13075	No Waterline
4: Unit 3	Antigua Rd	End	Leon Grande Ave	3175	No Waterline
			Total:	**58280**	**9605**

District	Street	From	To	SY	LF
5: Unit 1	La Casa de Prasa Dr	Palmas Altas Dr	Dolores Hidalgo Dr	5840	1880
5: Unit 1	38th St SE	Southern Blvd	Rose Cir	5300	No Waterline
5: Unit 2	Jackie Rd	Meadowlark Ln	Stephanie Rd	10450	2275
5: Unit 2	Deborah Rd	Peggy Rd	End	6590	1550
			Total:	**28180**	**5705**

Date: 9/18/24
Project: District 1 Hybrid w/Waterline Phase 3
2nd St SE, Brazos Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
1	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
2	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	210.00	$116,558.40		
3	4	Project Construction Sign	EA	$318.00	1.00	$318.00		
4	6	Quality Control Testing	HR	$74.20	90.00	$6,678.00		
5	7	Laboratory Evaluation of Material Sample	EA	$1,219.00	20.00	$24,380.00		
6	24	Remove and replace unsuitable soil with gravel base course class II, including all export/disposal/import CIP	CY	$74.09	500.00	$37,045.00		
7	39	Roadway excavation and grading of areas to be paved, greater than 6-inches, less than 2-feet excavation, excluding import or export of material, haul less than 500 feet, excluding subgrade preparation, per SY. Complete in place, including compaction of fill areas to 100% AASHTO T-99 per SY (for quantities more than 10,000 SY per site)	SY	$1.27	15000.00	$19,050.00		
8	25	Import and compaction of borrow fill material R-Value 50 or above soils, loose volume by the calculated volume of the delivery truck bed. Includes rough grading to adjustment by subgrade preparation.	CY	$34.06	1675.00	$57,050.50		
9	27	Export excess unclassified material, including excavation, loading, disposal (or haul and stockpiling at County sites within 20 miles) per County direction.	CY	$19.89	2920.00	$58,078.80		
10	34	Pulverize existing asphalt up to 6-inch thick	SY	$1.85	15000.00	$27,750.00		
11	49	Subgrade Preparation for Collector/Arterial roadways, 12-inch scarify at 100% per AASHTO T99. Scarification, Grading, Mixing, Shaping (including preliminary finish grading + or - 0.10 foot, blue top staking), Compaction, & Proofrolling. CIP, per SY. City Spec, except density standard	SY	$2.11	15000.00	$31,650.00		
12	64	PMBP 3-inch Lift COA SP-C, w/PG 70-22, Machine Laydown	SY	$17.83	15000.00	$267,450.00		
13	84	Tack Coat	TON	$553.85	5.00	$2,769.25		
14	91	Sidewalk, 4-inch thick, Portland Cement, Concrete, incl. Subgrade preparation. Complete in place, per SY (for quantities 30 to 200 SY per site) also meeting County Code 66-215, expansion joints every 18 feet	SY	$98.25	0.00	$0.00		
15	109	Existing Sidewalk, saw cut, remove and dispose. Complete, per SY	SY	$25.17	0.00	$0.00		
16	110	Existing Drive pad/Valley/Alley Gutter, saw cut, remove and dispose. Complete, per SY	SY	$44.40	40.00	$1,776.00		
17	111	PCC Curb and gutter, all types included on COA Standard Detail Drawing 2415A, in accordance with Bernalillo County Street Standards.	LF	$38.53	70.00	$2,697.10		
18	114	PCC Valley/Alley gutter, drivepad, or wheelchair ramp paving with integral curbs, hand forming complete; per COA Standard Detail Drawing nos. 2422, 2428, 2425, 2440, and 2441.	SY	$220.10	40.00	$8,804.00		
19	115	Detectable Warning Surfaces (Truncated dome wheelchair mats per ADA), per Public Right-of-Way Accessibility Guidelines, Section 300R, submittal approval required	SF	$58.99	60.00	$3,539.40		
20	121	Saw cut, remove, and dispose of PC concrete curb and gutter	LF	$9.33	70.00	$653.10		
21	123	Adjust Existing Water Valve Box and Stem to Grade in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,354.81	0.00	$0.00		

Date: 9/18/24
Project: District 1 Hybrid w/Waterline Phase 3
2nd St SE, Brazos Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
22	125	Adjust Existing Sewer Manhole Frame and Cover to Grade, to maximum allowable with adjusting rings and blocks, in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,647.78	4.00	$6,591.12		
23	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	90.00	$12,393.90		
24	192	Variable Message Board	DAY	$139.22	180.00	$25,059.60		
25	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	6.00	$15,195.30		
26	295	Landscape Gravel, 2"-4" Angular Stone, 4" depth	SY	$12.49	300.00	$3,747.00		
27	296	Filter Fabric to be installed beneath Landscape gravel, CIP	SF	$2.39	300.00	$717.00		
28	297	SWPPP Preparation and submittal of NPDES Permit	LS	$848.00	1.00	$848.00		
29	298	SWPPP Management and Inspections	Month	$233.20	3.00	$699.60		
30	303	Drop Inlet Protection per NMDOT Standard Drawing 603-01	EA	$94.34	8.00	$754.72		
		New 8" Waterline						
31	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
32	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	100.00	$55,504.00		
33	5	Construction Surveying by Licensed PS (minimum 2-person crew) above and beyond normal grade construction staking (such as horizontal or vertical realignments, may include preparation of printed diagrams)	HR	$106.00	40.00	$4,240.00		
34	83	PMBP 3-inch Lift. SP-III, PG 76-28, w/o Machine laydown	SY	$54.20	100.00	$5,420.00		
35	104	Saw cut, Remove & Dispose Existing Asphalt up to 4-inch thickness, 0-100 SY	SY	$10.89	100.00	$1,089.00		
36	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	90.00	$12,393.90		
37	192	Variable Message Board	DAY	$139.22	180.00	$25,059.60		
38	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	10.00	$25,325.50		
39	320	6-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 feet depth, CIP	LF	$41.45	180.00	$7,461.00		
40	321	8-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 foot depth, CIP	LF	$57.03	5240.00	$298,837.20		
41	325	Extra Depth >6 feet Waterline	VF/LF	$7.88	200.00	$1,576.00		
42	326	Remove & Dispose, Existing Waterline, 4-inch to 14-inch with fittings, including trenching, backfill, and compaction, Complete	LF	$22.61	20.00	$452.20		
43	NEW	Remove & Dispose Existing Valve or Valve Box	EA	$470.00	6.00	$2,820.00		
44	328	Non-Pressurized Connection, all sizes, incl. fittings, complete	EA	$2,694.94	11.00	$29,644.34		

Date: 9/18/24
Project: District 1 Hybrid w/Waterline Phase 3
2nd St SE, Brazos Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
45	330	Ductile Iron MJ Fittings, Class 250, 4-inch to 14-inch Waterline, incl. jointing material, CIP	LB	$7.58	4525.00	$34,299.50		
46	333	6-inch Gate Valve, CIP	EA	$1,451.42	6.00	$8,708.52		
47	334	8-inch Gate Valve, CIP	EA	$2,296.67	5.00	$11,483.35		
48	336	Valve Box, CIP	EA	$1,145.45	11.00	$12,599.95		
49	339	Fire Hydrant, 4.5-foot Bury, incl, blocking & aggregate, CIP	EA	$4,296.44	1.00	$4,296.44		
50	340	Fire Hydrant, extension, 6-inch or 12-inch, CIP	EA	$1,080.77	2.00	$2,161.54		
51	342	Fire Hydrant, Existing Remove & Salvage, Complete	EA	$661.56	1.00	$661.56		
52	NEW	Fire Hydrant, Existing, Reconnect to New Main	EA	$2,300.00	6.00	$13,800.00		
53	343	Pipe Blocking or encasement, PCC, CIP	CY	$294.85	6.00	$1,769.10		
54	345	Mechanical Joint Restraining Gland, DI & PVC, 4 to 8-inch, CIP	EA	$172.94	150.00	$25,941.00		
55	346	Joint Restraining Harness, DI & PVC push-on bells, 4 to 8-inch, CIP	EA	$207.90	188.00	$39,085.20		
56	351	1-Inch New Single Water Service w/o New Box	EA	$2,830.00	79.00	$223,570.00		
57	353	2-Inch New Single Water Service w/o New Box	EA	$6,330.00	3.00	$18,990.00		
58	NEW	New Water Main Bacteria Testing	EA	$800.00	6.00	$4,800.00		
59	NEW	4" PVC, Sch. 40 PVC, Include Trench, Backfill, and Compaction, Up to 3' Depth	LF	$54.45	720.00	$39,204.00		
		Subtotal				**$1,659,001.89**		**$0.00**
		NMGRT	7.4375%			$123,388.27		$0.00
		Total w/ Tax				**$1,782,390.16**		**$0.00**

NOTE: THIS IS AN ESTIMATE ONLY

Final quantities will vary depending on final as-built field measurements.
Additional Multi-Use contract items may be required pending subsurface and or varying field conditions encountered during construction.

Estimate/As-Built Prepared By: Robert B. Wood
Albuquerque Asphalt Inc.
bobw@alb-asphalt.com
(505)831-7311
(505) 238-1929

Date: 9/18/24
Project: District 4 Hybrid w/Waterline Phase 3 - Unit 1
Trevino Dr, Player Loop, Fringe Ct, Player Ct,

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
1	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	4.00	$15,555.20		
2	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	220.00	$122,108.80		
3	4	Project Construction Sign	EA	$318.00	1.00	$318.00		
4	6	Quality Control Testing	HR	$74.20	90.00	$6,678.00		
5	7	Laboratory Evaluation of Material Sample	EA	$1,219.00	20.00	$24,380.00		
6	24	Remove and replace unsuitable soil with gravel base course class II, including all export/disposal/import CIP	CY	$74.09	500.00	$37,045.00		
7	39	Roadway excavation and grading of areas to be paved, greater than 6-inches, less than 2-feet excavation, excluding import or export of material, haul less than 500 feet, excluding subgrade preparation, per SY. Complete in place, including compaction of fill areas to 100% AASHTO T-99 per SY (for quantities more than 10,000 SY per site)	SY	$1.27	15650.00	$19,875.50		
8	25	Import and compaction of borrow fill material R-Value 50 or above soils, loose volume by the calculated volume of the delivery truck bed. Includes rough grading to adjustment by subgrade preparation.	CY	$34.06	1740.00	$59,264.40		
9	27	Export excess unclassified material, including excavation, loading, disposal (or haul and stockpiling at County sites within 20 miles) per County direction.	CY	$19.89	3050.00	$60,664.50		
10	34	Pulverize existing asphalt up to 6-inch thick	SY	$1.85	15650.00	$28,952.50		
11	49	Subgrade Preparation for Collector/Arterial roadways, 12-inch scarify at 100% per AASHTO T99. Scarification, Grading, Mixing, Shaping (including preliminary finish grading + or - 0.10 foot, blue top staking), Compaction, & Proofrolling. CIP, per SY. City Spec, except density standard	SY	$2.11	15650.00	$33,021.50		
12	64	PMBP 3-inch Lift COA SP-C, w/PG 70-22, Machine Laydown	SY	$17.83	15650.00	$279,039.50		
13	84	Tack Coat	TON	$553.85	5.00	$2,769.25		
14	91	Sidewalk, 4-inch thick, Portland Cement, Concrete, incl. Subgrade preparation. Complete in place, per SY (for quantities 30 to 200 SY per site) also meeting County Code 66-215, expansion joints every 18 feet	SY	$98.25	0.00	$0.00		
15	109	Existing Sidewalk, saw cut, remove and dispose. Complete, per SY	SY	$25.17	0.00	$0.00		
16	110	Existing Drive pad/Valley/Alley Gutter, saw cut, remove and dispose. Complete, per SY	SY	$44.40	30.00	$1,332.00		
17	111	PCC Curb and gutter, all types included on COA Standard Detail Drawing 2415A, in accordance with Bernalillo County Street Standards.	LF	$38.53	230.00	$8,861.90		
18	114	PCC Valley/Alley gutter, drivepad, or wheelchair ramp paving with integral curbs, hand forming complete; per COA Standard Detail Drawing nos. 2422, 2428, 2425, 2440, and 2441.	SY	$220.10	0.00	$0.00		
19	115	Detectable Warning Surfaces (Truncated dome wheelchair mats per ADA), per Public Right-of-Way Accessibility Guidelines, Section 300R, submittal approval required	SF	$58.99	0.00	$0.00		
20	121	Saw cut, remove, and dispose of PC concrete curb and gutter	LF	$9.33	230.00	$2,145.90		
21	123	Adjust Existing Water Valve Box and Stem to Grade in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,354.81	0.00	$0.00		

Date: 9/18/24
Project: District 4 Hybrid w/Waterline Phase 3 - Unit 1
Trevino Dr, Player Loop, Fringe Ct, Player Ct,

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
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Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
22	125	Adjust Existing Sewer Manhole Frame and Cover to Grade, to maximum allowable with adjusting rings and blocks, in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,647.78	14.00	$23,068.92		
23	142	Speed Hump, Flat Top Profile, including object markers, per Supplemental Standard Detail Drawing Traffic Calming 01	EA	$3,004.26	4.00	$12,017.04		
24	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	90.00	$12,393.90		
25	192	Variable Message Board	DAY	$139.22	180.00	$25,059.60		
26	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	10.00	$25,325.50		
27	295	Landscape Gravel, 2"-4" Angular Stone, 4" depth	SY	$12.49	300.00	$3,747.00		
28	296	Filter Fabric to be installed beneath Landscape gravel, CIP	SF	$2.39	300.00	$717.00		
29	297	SWPPP Preparation and submittal of NPDES Permit	LS	$848.00	1.00	$848.00		
30	298	SWPPP Management and Inspections	Month	$233.20	4.00	$932.80		
31	303	Drop Inlet Protection per NMDOT Standard Drawing 603-01	EA	$94.34	8.00	$754.72		
		New 8" Waterline						
32	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	4.00	$15,555.20		
33	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	100.00	$55,504.00		
34	5	Construction Surveying by Licensed PS (minimum 2-person crew) above and beyond normal grade construction staking (such as horizontal or vertical realignments, may include preparation of printed diagrams)	HR	$106.00	40.00	$4,240.00		
35	83	PMBP 3-inch Lift. SP-III, PG 76-28, w/o Machine laydown	SY	$54.20	100.00	$5,420.00		
36	104	Saw cut, Remove & Dispose Existing Asphalt up to 4-inch thickness, 0-100 SY	SY	$10.89	275.00	$2,994.75		
37	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	90.00	$12,393.90		
38	192	Variable Message Board	DAY	$139.22	180.00	$25,059.60		
39	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	10.00	$25,325.50		
40	320	6-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 feet depth, CIP	LF	$41.45	180.00	$7,461.00		
41	321	8-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 foot depth, CIP	LF	$57.03	4640.00	$264,619.20		
42	325	Extra Depth >6 feet Waterline	VF/LF	$7.88	560.00	$4,412.80		
43	326	Remove & Dispose, Existing Waterline, 4-inch to 14-inch with fittings, including trenching, backfill, and compaction, Complete	LF	$22.61	140.00	$3,165.40		
44	NEW	Remove & Dispose Existing Valve or Valve Box	EA	$470.00	26.00	$12,220.00		

Date: 9/18/24
Project: District 4 Hybrid w/Waterline Phase 3 - Unit 1
Trevino Dr, Player Loop, Fringe Ct, Player Ct,

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
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Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
45	328	Non-Pressurized Connection, all sizes, incl. fittings, complete	EA	$2,694.94	13.00	$35,034.22		
46	330	Ductile Iron MJ Fittings, Class 250, 4-inch to 14-inch Waterline, incl. jointing material, CIP	LB	$7.58	3625.00	$27,477.50		
47	333	6-inch Gate Valve, CIP	EA	$1,451.42	9.00	$13,062.78		
48	334	8-inch Gate Valve, CIP	EA	$2,296.67	10.00	$22,966.70		
49	336	Valve Box, CIP	EA	$1,145.45	19.00	$21,763.55		
50	339	Fire Hydrant, 4.5-foot Bury, incl, blocking & aggregate, CIP	EA	$4,296.44	0.00	$0.00		
51	340	Fire Hydrant, extension, 6-inch or 12-inch, CIP	EA	$1,080.77	0.00	$0.00		
52	342	Fire Hydrant, Existing Remove & Salvage, Complete	EA	$661.56	0.00	$0.00		
53	NEW	Fire Hydrant, Existing, Reconnect to New Main	EA	$2,300.00	9.00	$20,700.00		
54	343	Pipe Blocking or encasement, PCC, CIP	CY	$294.85	9.00	$2,653.65		
55	345	Mechanical Joint Restraining Gland, DI & PVC, 4 to 8-inch, CIP	EA	$172.94	180.00	$31,129.20		
56	346	Joint Restraining Harness, DI & PVC push-on bells, 4 to 8-inch, CIP	EA	$207.90	154.00	$32,016.60		
57	351	1-Inch New Single Water Service w/o New Box	EA	$2,830.00	73.00	$206,590.00		
58	353	2-Inch New Single Water Service w/o New Box	EA	$6,330.00	1.00	$6,330.00		
59	NEW	New Water Main Bacteria Testing	EA	$800.00	12.00	$9,600.00		
60	NEW	4" PVC, Sch. 40 PVC, Include Trench, Backfill, and Compaction, Up to 3' Depth	LF	$54.45	880.00	$47,916.00		
		Subtotal				**$1,722,487.98**		**$0.00**
		NMGRT	7.4375%			$128,110.04		$0.00
		Total w/ Tax				**$1,850,598.02**		**$0.00**

NOTE: THIS IS AN ESTIMATE ONLY

Final quantities will vary depending on final as-built field measurements.
Additional Multi-Use contract items may be required pending subsurface and or varying field conditions encountered during construction.

Estimate/As-Built Prepared By: Robert B. Wood
Albuquerque Asphalt Inc.
bobw@alb-asphalt.com
(505)831-7311
(505) 238-1929

Albuquerque Asphalt Inc.

Date: 9/18/24
Project: District 4 Hybrid w/Waterline Phase 3 - Unit 2
Wagon Train Dr and Parr Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
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Cell:
Email:

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
1	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
2	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	375.00	$208,140.00		
3	4	Project Construction Sign	EA	$318.00	1.00	$318.00		
4	6	Quality Control Testing	HR	$74.20	150.00	$11,130.00		
5	7	Laboratory Evaluation of Material Sample	EA	$1,219.00	35.00	$42,665.00		
6	24	Remove and replace unsuitable soil with gravel base course class II, including all export/disposal/import CIP	CY	$74.09	500.00	$37,045.00		
7	39	Roadway excavation and grading of areas to be paved, greater than 6-inches, less than 2-feet excavation, excluding import or export of material, haul less than 500 feet, excluding subgrade preparation, per SY. Complete in place, including compaction of fill areas to 100% AASHTO T-99 per SY (for quantities more than 10,000 SY per site)	SY	$1.27	26380.00	$33,502.60		
8	25	Import and compaction of borrow fill material R-Value 50 or above soils, loose volume by the calculated volume of the delivery truck bed. Includes rough grading to adjustment by subgrade preparation.	CY	$34.06	2950.00	$100,477.00		
9	27	Export excess unclassified material, including excavation, loading, disposal (or haul and stockpiling at County sites within 20 miles) per County direction.	CY	$19.89	5130.00	$102,035.70		
10	34	Pulverize existing asphalt up to 6-inch thick	SY	$1.85	26380.00	$48,803.00		
11	49	Subgrade Preparation for Collector/Arterial roadways, 12-inch scarify at 100% per AASHTO T99. Scarification, Grading, Mixing, Shaping (including preliminary finish grading + or - 0.10 foot, blue top staking), Compaction, & Proofrolling. CIP, per SY. City Spec, except density standard	SY	$2.11	26380.00	$55,661.80		
12	64	PMBP 3-inch Lift COA SP-C, w/PG 70-22. Machine Laydown	SY	$17.83	26380.00	$470,355.40		
13	84	Tack Coat	TON	$553.85	8.00	$4,430.80		
14	91	Sidewalk, 4-inch thick, Portland Cement, Concrete, incl. Subgrade preparation. Complete in place, per SY (for quantities 30 to 200 SY per site) also meeting County Code 66-215, expansion joints every 18 feet	SY	$98.25	0.00	$0.00		
15	109	Existing Sidewalk, saw cut, remove and dispose. Complete, per SY	SY	$25.17	0.00	$0.00		
16	110	Existing Drive pad/Valley/Alley Gutter, saw cut, remove and dispose. Complete, per SY	SY	$44.40	20.00	$888.00		
17	111	PCC Curb and gutter, all types included on COA Standard Detail Drawing 2415A, in accordance with Bernalillo County Street Standards.	LF	$38.53	100.00	$3,853.00		
18	114	PCC Valley/Alley gutter, drivepad, or wheelchair ramp paving with integral curbs, hand forming complete; per COA Standard Detail Drawing nos. 2422, 2428, 2425, 2440, and 2441.	SY	$220.10	20.00	$4,402.00		
19	115	Detectable Warning Surfaces (Truncated dome wheelchair mats per ADA), per Public Right-of-Way Accessibility Guidelines, Section 300R, submittal approval required	SF	$58.99	40.00	$2,359.60		
20	121	Saw cut, remove, and dispose of PC concrete curb and gutter	LF	$9.33	100.00	$933.00		
21	123	Adjust Existing Water Valve Box and Stem to Grade in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,354.81	0.00	$0.00		

Date: 9/18/24
Project: District 4 Hybrid w/Waterline Phase 3 - Unit 2
Wagon Train Dr and Parr Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
22	125	Adjust Existing Sewer Manhole Frame and Cover to Grade, to maximum allowable with adjusting rings and blocks, in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,647.78	22.00	$36,251.16		
23	141	Object Marker, Type 3, per NMDOT Std. Detail Dwg. 703-01, including break-away 1.75-inch x 1.75-inch 12 gauge square tubing post. Sheeting directions to be pre-approved by County prior to installation, CIP	EA	$181.98	6.00	$1,091.88		
24	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	150.00	$20,656.50		
25	192	Variable Message Board	DAY	$139.22	300.00	$41,766.00		
26	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	12.00	$30,390.60		
27	295	Landscape Gravel, 2"-4" Angular Stone, 4" depth	SY	$12.49	300.00	$3,747.00		
28	296	Filter Fabric to be installed beneath Landscape gravel, CIP	SF	$2.39	300.00	$717.00		
29	297	SWPPP Preparation and submittal of NPDES Permit	LS	$848.00	1.00	$848.00		
30	298	SWPPP Management and Inspections	Month	$233.20	7.00	$1,632.40		
31	303	Drop Inlet Protection per NMDOT Standard Drawing 603-01	EA	$94.34	12.00	$1,132.08		
		New 8" Waterline						
32	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
33	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	120.00	$66,604.80		
34	5	Construction Surveying by Licensed PS (minimum 2-person crew) above and beyond normal grade construction staking (such as horizontal or vertical realignments, may include preparation of printed diagrams)	HR	$106.00	40.00	$4,240.00		
35	83	PMBP 3-inch Lift. SP-III, PG 76-28, w/o Machine laydown	SY	$54.20	200.00	$10,840.00		
36	104	Saw cut, Remove & Dispose Existing Asphalt up to 4-inch thickness, 0-100 SY	SY	$10.89	200.00	$2,178.00		
37	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	180.00	$24,787.80		
38	192	Variable Message Board	DAY	$139.22	360.00	$50,119.20		
39	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	12.00	$30,390.60		
40	320	6-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 feet depth, CIP	LF	$41.45	220.00	$9,119.00		
41	321	8-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 foot depth, CIP	LF	$57.03	7175.00	$409,190.25		
42	325	Extra Depth >6 feet Waterline	VF/LF	$7.88	200.00	$1,576.00		
43	326	Remove & Dispose, Existing Waterline, 4-inch to 14-inch with fittings, including trenching, backfill, and compaction, Complete	LF	$22.61	200.00	$4,522.00		
44	NEW	Remove & Dispose Existing Valve or Valve Box	EA	$470.00	18.00	$8,460.00		

Date: 9/18/24
Project: District 4 Hybrid w/Waterline Phase 3 - Unit 2
Wagon Train Dr and Parr Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
45	328	Non-Pressurized Connection, all sizes, incl. fittings, complete	EA	$2,694.94	23.00	$61,983.62		
46	330	Ductile Iron MJ Fittings, Class 250, 4-inch to 14-inch Waterline, incl. jointing material, CIP	LB	$7.58	4967.00	$37,649.86		
47	333	6-inch Gate Valve, CIP	EA	$1,451.42	7.00	$10,159.94		
48	334	8-inch Gate Valve, CIP	EA	$2,296.67	9.00	$20,670.03		
49	336	Valve Box, CIP	EA	$1,145.45	16.00	$18,327.20		
50	339	Fire Hydrant, 4.5-foot Bury, incl, blocking & aggregate, CIP	EA	$4,296.44	0.00	$0.00		
51	340	Fire Hydrant, extension, 6-inch or 12-inch, CIP	EA	$1,080.77	0.00	$0.00		
52	342	Fire Hydrant, Existing Remove & Salvage, Complete	EA	$661.56	0.00	$0.00		
53	NEW	Fire Hydrant, Existing, Reconnect to New Main	EA	$2,300.00	8.00	$18,400.00		
54	343	Pipe Blocking or encasement, PCC, CIP	CY	$294.85	6.00	$1,769.10		
55	345	Mechanical Joint Restraining Gland, DI & PVC, 4 to 8-inch, CIP	EA	$172.94	229.00	$39,603.26		
56	346	Joint Restraining Harness, DI & PVC push-on bells, 4 to 8-inch, CIP	EA	$207.90	260.00	$54,054.00		
57	351	1-Inch New Single Water Service w/o New Box	EA	$2,830.00	119.00	$336,770.00		
58	353	2-Inch New Single Water Service w/o New Box	EA	$6,330.00	0.00	$0.00		
59	NEW	New Water Main Bacteria Testing	EA	$800.00	12.00	$9,600.00		
60	NEW	4" PVC, Sch. 40 PVC, Include Trench, Backfill, and Compaction, Up to 3' Depth	LF	$54.45	1030.00	$56,083.50		
		Subtotal				**$2,567,885.88**		**$0.00**
		NMGRT	7.4375%			$190,986.51		$0.00
		Total w/ Tax				**$2,758,872.39**		**$0.00**

NOTE: THIS IS AN ESTIMATE ONLY

Final quantities will vary depending on final as-built field measurements.
Additional Multi-Use contract items may be required pending subsurface and or varying field conditions encountered during construction.

Estimate/As-Built Prepared By: Robert B. Wood
Albuquerque Asphalt Inc.
bobw@alb-asphalt.com
(505)831-7311
(505) 238-1929

Date: 9/19/24
Project: District 4 Hybrid, Phase 3 - Unit 3
San Juan de Rio Dr and Antigua Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
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City, State:
Phone:
Cell:
Email:

Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
1	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
2	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	230.00	$127,659.20		
3	4	Project Construction Sign	EA	$318.00	1.00	$318.00		
4	6	Quality Control Testing	HR	$74.20	100.00	$7,420.00		
5	7	Laboratory Evaluation of Material Sample	EA	$1,219.00	20.00	$24,380.00		
6	24	Remove and replace unsuitable soil with gravel base course class II, including all export/disposal/import CIP	CY	$74.09	500.00	$37,045.00		
7	39	Roadway excavation and grading of areas to be paved, greater than 6-inches, less than 2-feet excavation, excluding import or export of material, haul less than 500 feet, excluding subgrade preparation, per SY. Complete in place, including compaction of fill areas to 100% AASHTO T-99 per SY (for quantities more than 10,000 SY per site)	SY	$1.27	16250.00	$20,637.50		
8	25	Import and compaction of borrow fill material R-Value 50 or above soils, loose volume by the calculated volume of the delivery truck bed. Includes rough grading to adjustment by subgrade preparation.	CY	$34.06	1810.00	$61,648.60		
9	27	Export excess unclassified material, including excavation, loading, disposal (or haul and stockpiling at County sites within 20 miles) per County direction.	CY	$19.89	3160.00	$62,852.40		
10	34	Pulverize existing asphalt up to 6-inch thick	SY	$1.85	16250.00	$30,062.50		
11	49	Subgrade Preparation for Collector/Arterial roadways, 12-inch scarify at 100% per AASHTO T99. Scarification, Grading, Mixing, Shaping (including preliminary finish grading + or - 0.10 foot, blue top staking), Compaction, & Proofrolling. CIP, per SY. City Spec, except density standard	SY	$2.11	16250.00	$34,287.50		
12	64	PMBP 3-inch Lift COA SP-C, w/PG 70-22, Machine Laydown	SY	$17.83	16250.00	$289,737.50		
13	84	Tack Coat	TON	$553.85	6.00	$3,323.10		
14	91	Sidewalk, 4-inch thick, Portland Cement, Concrete, incl. Subgrade preparation. Complete in place, per SY (for quantities 30 to 200 SY per site) also meeting County Code 66-215, expansion joints every 18 feet	SY	$98.25	10.00	$982.50		

Date: 9/19/24
Project: District 4 Hybrid, Phase 3 - Unit 3
San Juan de Rio Dr and Antigua Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
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Email:

Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
15	109	Existing Sidewalk, saw cut, remove and dispose. Complete, per SY	SY	$25.17	10.00	$251.70		
16	110	Existing Drive pad/Valley/Alley Gutter, saw cut, remove and dispose. Complete, per SY	SY	$44.40	120.00	$5,328.00		
17	111	PCC Curb and gutter, all types included on COA Standard Detail Drawing 2415A, in accordance with Bernalillo County Street Standards.	LF	$38.53	240.00	$9,247.20		
18	114	PCC Valley/Alley gutter, drivepad, or wheelchair ramp paving with integral curbs, hand forming complete; per COA Standard Detail Drawing nos. 2422, 2428, 2425, 2440, and 2441.	SY	$220.10	120.00	$26,412.00		
19	115	Detectable Warning Surfaces (Truncated dome wheelchair mats per ADA), per Public Right-of-Way Accessibility Guidelines, Section 300R, submittal approval required	SF	$58.99	80.00	$4,719.20		
20	121	Saw cut, remove, and dispose of PC concrete curb and gutter	LF	$9.33	240.00	$2,239.20		
21	123	Adjust Existing Water Valve Box and Stem to Grade in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,354.81	0.00	$0.00		
22	125	Adjust Existing Sewer Manhole Frame and Cover to Grade, to maximum allowable with adjusting rings and blocks, in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,647.78	20.00	$32,955.60		
23	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	100.00	$13,771.00		
24	192	Variable Message Board	DAY	$139.22	200.00	$27,844.00		
25	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	6.00	$15,195.30		
26	295	Landscape Gravel, 2"-4" Angular Stone, 4" depth	SY	$12.49	300.00	$3,747.00		
27	296	Filter Fabric to be installed beneath Landscape gravel, CIP	SF	$2.39	300.00	$717.00		
28	297	SWPPP Preparation and submittal of NPDES Permit	LS	$848.00	1.00	$848.00		
29	298	SWPPP Management and Inspections	Month	$233.20	4.00	$932.80		
30	303	Drop Inlet Protection per NMDOT Standard Drawing 603-01	EA	$94.34	8.00	$754.72		
31	5	Construction Surveying by Licensed PS (minimum 2-person crew) above and beyond normal grade construction staking (such as horizontal or vertical realignments, may include preparation of printed diagrams)	HR	$106.00	20.00	$2,120.00		

Date: 9/19/24
Project: District 4 Hybrid, Phase 3 - Unit 3
San Juan de Rio Dr and Antigua Rd

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

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Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
32	83	PMBP 3-inch Lift. SP-III, PG 76-28, w/o Machine laydown	SY	$54.20	100.00	$5,420.00		
33	104	Saw cut, Remove & Dispose Existing Asphalt up to 4-inch thickness, 0-100 SY	SY	$10.89	100.00	$1,089.00		
34	NEW	4" PVC, Sch. 40 PVC, Include Trench, Backfill, and Compaction, Up to 3' Depth	LF	$54.45	900.00	$49,005.00		
		Subtotal				**$910,728.12**		**$0.00**
		NMGRT	7.4375%			$67,735.40		$0.00
		Total w/ Tax				**$978,463.52**		**$0.00**

NOTE: THIS IS AN ESTIMATE ONLY

Final quantities will vary depending on final as-built field measurements.
Additional Multi-Use contract items may be required pending subsurface and or varying field conditions encountered during construction.

Estimate/As-Built Prepared By: Robert B. Wood
Albuquerque Asphalt Inc.
bobw@alb-asphalt.com
(505)831-7311
(505) 238-1929

Date: 9/18/24
Project: District 5 Hybrid w/Waterline Phase 3 - Unit 1
La Casa de Prasa Dr & 38th St SE

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
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City, State:
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Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
1	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
2	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	160.00	$88,806.40		
3	4	Project Construction Sign	EA	$318.00	1.00	$318.00		
4	6	Quality Control Testing	HR	$74.20	90.00	$6,678.00		
5	7	Laboratory Evaluation of Material Sample	EA	$1,219.00	15.00	$18,285.00		
6	24	Remove and replace unsuitable soil with gravel base course class II, including all export/disposal/import CIP	CY	$74.09	400.00	$29,636.00		
7	39	Roadway excavation and grading of areas to be paved, greater than 6-inches, less than 2-feet excavation, excluding import or export of material, haul less than 500 feet, excluding subgrade preparation, per SY. Complete in place, including compaction of fill areas to 100% AASHTO T-99 per SY (for quantities more than 10,000 SY per site)	SY	$1.27	11140.00	$14,147.80		
8	25	Import and compaction of borrow fill material R-Value 50 or above soils, loose volume by the calculated volume of the delivery truck bed. Includes rough grading to adjustment by subgrade preparation.	CY	$34.06	1250.00	$42,575.00		
9	27	Export excess unclassified material, including excavation, loading, disposal (or haul and stockpiling at County sites within 20 miles) per County direction.	CY	$19.89	2170.00	$43,161.30		
10	34	Pulverize existing asphalt up to 6-inch thick	SY	$1.85	11140.00	$20,609.00		
11	49	Subgrade Preparation for Collector/Arterial roadways, 12-inch scarify at 100% per AASHTO T99. Scarification, Grading, Mixing, Shaping (including preliminary finish grading + or - 0.10 foot, blue top staking), Compaction, & Proofrolling. CIP, per SY. City Spec, except density standard.	SY	$2.11	11140.00	$23,505.40		
12	64	PMBP 3-inch Lift COA SP-C, w/PG 70-22, Machine Laydown	SY	$17.83	11140.00	$198,626.20		
13	91	Sidewalk, 4-inch thick, Portland Cement, Concrete, incl. Subgrade preparation. Complete in place, per SY (for quantities 30 to 200 SY per site) also meeting County Code 66-215, expansion joints every 18 feet	SY	$98.25	0.00	$0.00		
14	109	Existing Sidewalk, saw cut, remove and dispose. Complete, per SY	SY	$25.17	0.00	$0.00		
15	110	Existing Drive pad/Valley/Alley Gutter, saw cut, remove and dispose. Complete, per SY	SY	$44.40	0.00	$0.00		
16	111	PCC Curb and gutter, all types included on COA Standard Detail Drawing 2415A, in accordance with Bernalillo County Street Standards.	LF	$38.53	150.00	$5,779.50		
17	114	PCC Valley/Alley gutter, drivepad, or wheelchair ramp paving with integral curbs, hand forming complete; per COA Standard Detail Drawing nos. 2422, 2428, 2425, 2440, and 2441.	SY	$220.10	0.00	$0.00		
18	115	Detectable Warning Surfaces (Truncated dome wheelchair mats per ADA), per Public Right-of-Way Accessibility Guidelines, Section 300R, submittal approval required	SF	$58.99	0.00	$0.00		
19	121	Saw cut, remove, and dispose of PC concrete curb and gutter	LF	$9.33	150.00	$1,399.50		
20	123	Adjust Existing Water Valve Box and Stem to Grade in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,354.81	0.00	$0.00		

Date: 9/18/24
Project: District 5 Hybrid w/Waterline Phase 3 - Unit 1
La Casa de Prasa Dr & 38th St SE

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
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Vendor No.

Quote to: City of Rio Rancho
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Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
21	125	Adjust Existing Sewer Manhole Frame and Cover to Grade, to maximum allowable with adjusting rings and blocks, in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,647.78	8.00	$13,182.24		
22	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	90.00	$12,393.90		
23	192	Variable Message Board	DAY	$139.22	180.00	$25,059.60		
24	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	8.00	$20,260.40		
25	295	Landscape Gravel, 2"-4" Angular Stone, 4" depth	SY	$12.49	300.00	$3,747.00		
26	296	Filter Fabric to be installed beneath Landscape gravel, CIP	SF	$2.39	300.00	$717.00		
27	297	SWPPP Preparation and submittal of NPDES Permit	LS	$848.00	1.00	$848.00		
28	298	SWPPP Management and Inspections	Month	$233.20	3.00	$699.60		
29	303	Drop Inlet Protection per NMDOT Standard Drawing 603-01	EA	$94.34	8.00	$754.72		
		New 8" Waterline						
30	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
31	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration. CIP	EA	$555.04	40.00	$22,201.60		
32	5	Construction Surveying by Licensed PS (minimum 2-person crew) above and beyond normal grade construction staking (such as horizontal or vertical realignments, may include preparation of printed diagrams)	HR	$106.00	40.00	$4,240.00		
33	83	PMBP 3-inch Lift. SP-III, PG 76-28, w/o Machine laydown	SY	$54.20	100.00	$5,420.00		
34	104	Saw cut, Remove & Dispose Existing Asphalt up to 4-inch thickness, 0-100 SY	SY	$10.89	100.00	$1,089.00		
35	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	90.00	$12,393.90		
36	192	Variable Message Board	DAY	$139.22	180.00	$25,059.60		
37	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	8.00	$20,260.40		
38	320	6-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 feet depth, CIP	LF	$41.45	90.00	$3,730.50		
39	321	8-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 foot depth, CIP	LF	$57.03	1880.00	$107,216.40		
40	325	Extra Depth >6 feet Waterline	VF/LF	$7.88	0.00	$0.00		
41	326	Remove & Dispose, Existing Waterline, 4-inch to 14-inch with fittings, including trenching, backfill, and compaction, Complete	LF	$22.61	20.00	$452.20		
42	NEW	Remove & Dispose Existing Valve or Valve Box	EA	$470.00	2.00	$940.00		
43	328	Non-Pressurized Connection, all sizes, incl. fittings, complete	EA	$2,694.94	3.00	$8,084.82		

Date: 9/18/24
Project: District 5 Hybrid w/Waterline Phase 3 - Unit 1
La Casa de Prasa Dr & 38th St SE

Re: Pulverize 3" Existing Asphalt, Export Pulverized Material to Off-Site, Remove Excess Subgrade Material, Import Pulverized Material, Subgrade Prep, 3" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

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Attn: Mr. Bill Ladd
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Email:

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
44	330	Ductile Iron MJ Fittings, Class 250, 4-inch to 14-inch Waterline, incl. jointing material, CIP	LB	$7.58	497.00	$3,767.26		
45	333	6-inch Gate Valve, CIP	EA	$1,451.42	3.00	$4,354.26		
46	334	8-inch Gate Valve, CIP	EA	$2,296.67	0.00	$0.00		
47	336	Valve Box, CIP	EA	$1,145.45	3.00	$3,436.35		
48	339	Fire Hydrant, 4.5-foot Bury, incl, blocking & aggregate, CIP	EA	$4,296.44	0.00	$0.00		
49	340	Fire Hydrant, extension, 6-inch or 12-inch, CIP	EA	$1,080.77	0.00	$0.00		
50	342	Fire Hydrant, Existing Remove & Salvage, Complete	EA	$661.56	0.00	$0.00		
51	NEW	Fire Hydrant, Existing, Reconnect to New Main	EA	$2,300.00	3.00	$6,900.00		
52	343	Pipe Blocking or encasement, PCC, CIP	CY	$294.85	3.00	$884.55		
53	345	Mechanical Joint Restraining Gland, DI & PVC, 4 to 8-inch, CIP	EA	$172.94	31.00	$5,361.14		
54	346	Joint Restraining Harness, DI & PVC push-on bells, 4 to 8-inch, CIP	EA	$207.90	30.00	$6,237.00		
55	351	1-Inch New Single Water Service w/o New Box	EA	$2,830.00	37.00	$104,710.00		
56	NEW	New Water Main Bacteria Testing	EA	$800.00	2.00	$1,600.00		
57	NEW	4" PVC, Sch. 40 PVC, Include Trench, Backfill, and Compaction, Up to 3' Depth	LF	$54.45	1040.00	$56,628.00		
		Subtotal				**$991,711.74**		**$0.00**
		NMGRT	7.4375%			$73,758.56		$0.00
		Total w/ Tax				**$1,065,470.30**		**$0.00**

NOTE: THIS IS AN ESTIMATE ONLY

Final quantities will vary depending on final as-built field measurements.
Additional Multi-Use contract items may be required pending subsurface and or varying field conditions encountered during construction.

Estimate/As-Built Prepared By: Robert B. Wood
Albuquerque Asphalt Inc.
bobw@alb-asphalt.com
(505)831-7311
(505) 238-1929

Date: 9/18/24
Project: District 5 Hybrid w/Waterline Phase 3 - Unit 2
Jackie Rd & Deborah Rd

Re: Cold Mill Existing Asphalt 3", Cold Mill Existing Cement Treated Base 4", Export Excess Unclassified Material, Subgrade Preparation 6" Base Course, 5" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Project No.
Control No.
Contract No.
Vendor No.

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
1	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
2	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	250.00	$138,760.00		
3	4	Project Construction Sign	EA	$318.00	1.00	$318.00		
4	6	Quality Control Testing	HR	$74.20	140.00	$10,388.00		
5	7	Laboratory Evaluation of Material Sample	EA	$1,219.00	25.00	$30,475.00		
6	24	Remove and replace unsuitable soil with gravel base course class II, including all export/disposal/import CIP	CY	$74.09	500.00	$37,045.00		
7	31	Cold milling of asphalt surfacing, (100 and over SY) x maximum depth in inches	SY-IN	$1.79	51120.00	$91,504.80		
8	33	Cold milling of concrete surfacing, CTB, (over 100 SY) x maximum depth in inches	SY-IN	$5.43	68160.00	$370,108.80		
9	39	Roadway excavation and grading of areas to be paved, greater than 6-inches, less than 2-feet excavation, excluding import or export of material, haul less than 500 feet, excluding subgrade preparation, per SY. Complete in place, including compaction of fill areas to 100% AASHTO T-99 per SY (for quantities more than 10,000 SY per site)	SY	$1.27	17040.00	$21,640.80		
10	27	Export excess unclassified material, including excavation, loading, disposal (or haul and stockpiling at County sites within 20 miles) per County direction.	CY	$19.89	1900.00	$37,791.00		
11	49	Subgrade Preparation for Collector/Arterial roadways, 12-inch scarify at 100% per AASHTO T99. Scarification, Grading, Mixing, Shaping (including preliminary finish grading + or - 0.10 foot, blue top staking), Compaction, & Proofrolling. CIP, per SY. City Spec, except density standard	SY	$2.11	17040.00	$35,954.40		
12	57	Gravel Base Course, crushed, 6" depth at 95% per ASTM D-1557, and County Street Standards, place and compact. Complete in place.	SY	$9.24	17040.00	$157,449.60		
13	71	PMBP 0-4-inch Lift. SP-III, PG 76-28, Machine Laydown	TON	$111.44	4950.00	$551,628.00		
14	91	Sidewalk, 4-inch thick, Portland Cement, Concrete, incl. Subgrade preparation. Complete in place, per SY (for quantities 30 to 200 SY per site) also meeting County Code 66-215, expansion joints every 18 feet	SY	$98.25	100.00	$9,825.00		
15	109	Existing Sidewalk, saw cut, remove and dispose. Complete, per SY	SY	$25.17	100.00	$2,517.00		
16	110	Existing Drive pad/Valley/Alley Gutter, saw cut, remove and dispose. Complete, per SY	SY	$44.40	210.00	$9,324.00		
17	111	PCC Curb and gutter, all types included on COA Standard Detail Drawing 2415A, in accordance with Bernalillo County Street Standards.	LF	$38.53	500.00	$19,265.00		
18	113	PCC Header curb and/or cut-off wall, per COA Standard Detail Drawing 2415B, incl. excavation up to maximum depth, forming, stripping forms, two continuous #4 rebar reinforcement, finishing, and backfill; CIP	LF	$53.96	45.00	$2,428.20		
19	114	PCC Valley/Alley gutter, drivepad, or wheelchair ramp paving with integral curbs, hand forming complete; per COA Standard Detail Drawing nos. 2422, 2428, 2425, 2440, and 2441.	SY	$220.10	210.00	$46,221.00		
20	115	Detectable Warning Surfaces (Truncated dome wheelchair mats per ADA), per Public Right-of-Way Accessibility Guidelines, Section 300R, submittal approval required	SF	$58.99	160.00	$9,438.40		

Date: 9/18/24
Project: District 5 Hybrid w/Waterline Phase 3 - Unit 2
Jackie Rd & Deborah Rd

Re: Cold Mill Existing Asphalt 3", Cold Mill Existing Cement Treated Base 4", Export Excess Unclassified Material, Subgrade Preparation 6" Base Course, 5" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

Also Replace Water main and New Services and Service Transfers.
Contract: Bernalillo County On-Call RFP # 14-19-AB

Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
Phone:
Cell:
Email:

Project No.
Control No.
Contract No.
Vendor No.

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
21	116	Reinforced Concrete for Minor Structures, incl. forms, steel reinforcement, stripping forms, and curing, CIP	CY	$2,316.34	10.00	$23,163.40		
22	121	Saw cut, remove, and dispose of PC concrete curb and gutter	LF	$9.33	500.00	$4,665.00		
23	123	Adjust Existing Water Valve Box and Stem to Grade in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,354.81	0.00	$0.00		
24	125	Adjust Existing Sewer Manhole Frame and Cover to Grade, to maximum allowable with adjusting rings and blocks, in accordance with COA Standard Detail Drawing 2460. Complete in place.	EA	$1,647.78	10.00	$16,477.80		
25	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	210.00	$28,919.10		
26	192	Variable Message Board	DAY	$139.22	420.00	$58,472.40		
27	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	12.00	$30,390.60		
28	295	Landscape Gravel, 2"-4" Angular Stone, 4" depth	SY	$12.49	300.00	$3,747.00		
29	296	Filter Fabric to be installed beneath Landscape gravel, CIP	SF	$2.39	300.00	$717.00		
30	297	SWPPP Preparation and submittal of NPDES Permit	LS	$848.00	1.00	$848.00		
31	298	SWPPP Management and Inspections	Month	$233.20	7.00	$1,632.40		
32	303	Drop Inlet Protection per NMDOT Standard Drawing 603-01	EA	$94.34	8.00	$754.72		
		New 8" Waterline						
33	2	Non-Emergency Mobilization and demobilization, including traffic control mobilization	L.S.	$3,888.80	2.00	$7,777.60		
34	3	Utility Excavation, 0-10 feet deep, air or water / vacuum excavate to determine type, size, and location of existing underground utility. Payment to include mobilization, surface removal and replacement, vertical and horizontal utility location data, non-settling backfill and restoration, CIP	EA	$555.04	120.00	$66,604.80		
35	5	Construction Surveying by Licensed PS (minimum 2-person crew) above and beyond normal grade construction staking (such as horizontal or vertical realignments, may include preparation of printed diagrams)	HR	$106.00	40.00	$4,240.00		
36	83	PMBP 3-inch Lift. SP-III, PG 76-28, w/o Machine laydown	SY	$54.20	100.00	$5,420.00		
37	104	Saw cut, Remove & Dispose Existing Asphalt up to 4-inch thickness, 0-100 SY	SY	$10.89	100.00	$1,089.00		
38	150	Traffic control per day (24 hour period). (over 50 lighted devices not including variable message boards or directional arrows, or flagmen) Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	DAY	$137.71	120.00	$16,525.20		
39	192	Variable Message Board	DAY	$139.22	240.00	$33,412.80		
40	196	Flagpersons, for flagging operation for any temporary traffic control set up per MUTCD Chapter 6C, including two-way communication devices and required and signs, per operation-day.	DAY	$2,532.55	12.00	$30,390.60		
41	320	6-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 feet depth, CIP	LF	$41.45	240.00	$9,948.00		
42	321	8-inch C900 PVC Waterline Pipe excl. Fittings, incl. trench & compacted backfill to 6 foot depth, CIP	LF	$57.03	3840.00	$218,995.20		
43	325	Extra Depth >6 feet Waterline	VF/LF	$7.88	200.00	$1,576.00		

Date: 9/18/24
Project: District 5 Hybrid w/Waterline Phase 3 - Unit 2
Jackie Rd & Deborah Rd

Re: Cold Mill Existing Asphalt 3", Cold Mill Existing Cement Treated Base 4", Export Excess Unclassified Material, Subgrade Preparation 6" Base Course, 5" New Asphalt, Adjust MH & WV's Material Testing, Traffic Control and SWPPP

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Project No.
Control No.
Contract No.
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Quote to: City of Rio Rancho
Attn: Mr. Bill Ladd
Address:
City, State:
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Cell:
Email:

Item #	Bernalillo Co. ON-CALL ITEM #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Price	As-Built Quantity	As-Built Total Price
44	326	Remove & Dispose, Existing Waterline, 4-inch to 14-inch with fittings, including trenching, backfill, and compaction, Complete	LF	$22.61	160.00	$3,617.60		
45	NEW	Remove & Dispose Existing Valve or Valve Box	EA	$470.00	14.00	$6,580.00		
46	328	Non-Pressurized Connection, all sizes, incl. fittings, complete	EA	$2,694.94	24.00	$64,678.56		
47	330	Ductile Iron MJ Fittings, Class 250, 4-inch to 14-inch Waterline, incl. jointing material, CIP	LB	$7.58	6052.00	$45,874.16		
48	333	6-inch Gate Valve, CIP	EA	$1,451.42	11.00	$15,965.62		
49	334	8-inch Gate Valve, CIP	EA	$2,296.67	2.00	$4,593.34		
50	336	Valve Box, CIP	EA	$1,145.45	13.00	$14,890.85		
51	339	Fire Hydrant, 4.5-foot Bury, incl, blocking & aggregate, CIP	EA	$4,296.44	0.00	$0.00		
52	340	Fire Hydrant, extension, 6-inch or 12-inch, CIP	EA	$1,080.77	0.00	$0.00		
53	342	Fire Hydrant, Existing Remove & Salvage, Complete	EA	$661.56	0.00	$0.00		
54	NEW	Fire Hydrant, Existing, Reconnect to New Main	EA	$2,300.00	13.00	$29,900.00		
55	343	Pipe Blocking or encasement, PCC, CIP	CY	$294.85	6.00	$1,769.10		
56	345	Mechanical Joint Restraining Gland, DI & PVC, 4 to 8-inch, CIP	EA	$172.94	327.00	$56,551.38		
57	346	Joint Restraining Harness, DI & PVC push-on bells, 4 to 8-inch, CIP	EA	$207.90	364.00	$75,675.60		
58	351	1-Inch New Single Water Service w/o New Box	EA	$2,830.00	1.00	$2,830.00		
59	353	2-Inch New Single Water Service w/o New Box	EA	$6,330.00	12.00	$75,960.00		
60	NEW	New Water Main Bacteria Testing	EA	$800.00	10.00	$8,000.00		
61	NEW	4" PVC, Sch. 40 PVC, Include Trench, Backfill, and Compaction, Up to 3' Depth	LF	$54.45	875.00	$47,643.75		
		Subtotal				**$2,610,156.18**		**$0.00**
		NMGRT	7.4375%			$194,130.37		$0.00
		Total w/ Tax				**$2,804,286.55**		**$0.00**

NOTE: THIS IS AN ESTIMATE ONLY

Final quantities will vary depending on final as-built field measurements.
Additional Multi-Use contract items may be required pending subsurface and or varying field conditions encountered during construction.

Estimate/As-Built Prepared By: Robert B. Wood
Albuquerque Asphalt Inc.
bobw@alb-asphalt.com
(505)831-7311
(505) 238-1929

PHASE III PW2573/WA2561 HYBRID MILL AND INLAY PROJECT
PROJECT LIMITS DISTRICT 1

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.

Map Created by Elise Rodriguez 10/30/2024

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Miles

Legend
Recommended Roads District 1

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RioRancho
City of Vision

GIS
Moving Spatial Data Forward

PHASE III PW2573/WA2561 HYBRID MILL AND INLAY PROJECT
PROJECT LIMITS DISTRICT 4

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.

Map Created by Elise Rodriguez 10/31/2024

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Recommended Roads District 4

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Rio Rancho
City of Vision

GIS
Moving Spatial Data Forward

PHASE III PW2573/WA2561 HYBRID MILL AND INLAY PROJECT
PROJECT LIMITS DISTRICT 5

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.

Map Created by Elise Rodriguez 10/30/2024

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Legend
Recommended Roads District 5

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RioRancho
City of Vision

GIS
Moving Spatial Data Forward

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R102

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Administration

SUBJECT:
R102, Resolution Establishing the City of Rio Rancho's Legislative Priorities for the Regular 2025 New Mexico Legislature Session

BACKGROUND AND ANALYSIS:
The New Mexico Legislature is scheduled to hold a regular 60-day session beginning January 21, 2025, and concluding March 22, 2025.

The City of Rio Rancho has specific legislative priorities and objectives that it desires the New Mexico Legislature and the elected officials representing Rio Rancho and Sandoval County to consider and support.

The specific legislative priorities and objectives listed in the attached Resolution have been developed from the following sources: Legislative Priority Resolutions previously adopted by the Governing Body; New Mexico Municipal League legislative priorities; emergent issues; City staff input; and feedback from the City's State government lobbyist.

IMPACT:
There is no direct fiscal impact.

Approval of a Legislative Priority Resolution provides clear direction and parameters for Governing Body members, City staff, and the City's lobbyist when interacting with different officials and organizations during the regular 2025 New Mexico Legislature session.

ALTERNATIVES:
Pass the Resolution.

Amend and pass the Resolution.

Do not pass the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution as presented.

ATTACHMENT: Resolution_R102
ATTACHMENT: R102 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION ESTABLISHING THE CITY OF RIO RANCHO'S LEGISLATIVE PRIORITIES FOR THE REGULAR 2025 NEW MEXICO LEGISLATURE SESSION

WHEREAS: the New Mexico Legislature is scheduled to hold a regular 60-day session starting January 21, 2025, and concluding March 22, 2025; and

WHEREAS: the City of Rio Rancho has specific legislative priorities and objectives that it desires the New Mexico Legislature and the elected officials representing Rio Rancho and Sandoval County to consider and support; and

WHEREAS: approval of a Legislative Priority Resolution provides clear direction and parameters for Governing Body members, City staff, and the City's lobbyist when interacting with different officials and organizations during the regular 2025 New Mexico Legislature session.

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

That the City of Rio Rancho's legislative priorities and objectives for the regular 2025 session of the New Mexico Legislature are:

Authority/Autonomy

Does not support any legislation that restricts or otherwise reduces municipal government home-rule charter authority or autonomy as municipal government should be empowered to regulate, to the greatest extent possible, local affairs and issues.

Does not support legislation that, as an employer, undermines and/or minimizes municipal government management rights in relation to making operational decisions and abilities to govern responsibly.

Does not support any legislation that reduces municipal government's authority to conduct its own municipal elections.

Supports changes to regulations that would allow those that have earned retirement benefits from the Public Employees Retirement Association (PERA) to return to work in order to fill PERA-associated critical need positions, hard to fill vacancies, and part-time positions without incurring penalties to existing retirement benefits.

Economic Development

Supports legislation that makes available more resources for job creation and economic development programs such as the Job Training Incentive Program

(JTIP) and Local Economic Development Act (LEDA).

Supports legislation that would increase funding for commercial, residential, and economic development site readiness.

Does not support any legislation that adversely impacts New Mexico's tax competitiveness and the State's or municipal government's ability to recruit and retain employers.

Financial

Does not support any changes to the current schedule of the Hold Harmless payment phase-outs that would further negatively impact municipalities' revenue.

Supports legislation that will clarify for public school districts that use of their indebtedness/borrowed funds is not limited to school grounds and can be used for infrastructure improvements required and necessary to serve/access school grounds.

Supports legislation that will ensure municipal governments will share proportionally in solvency solutions that increase the soundness of the municipal general, municipal police, and municipal fire divisions of the Public Employees Retirement Association Fund.

Supports legislation to adjust the monetary thresholds in State Statute pertaining to the municipal sale or lease of property and corresponding referendum provisions to reflect the rate of inflation since the last statutory change, which was decades ago.

Supports legislation pertaining to the Public Improvement District Act and Tax Increment for Development Act that would make clarifications to the election and appointment of district board members consistent with the State's current Election Code; clarify that the audit of a public improvement district or tax increment development district may be conducted separately from its primary government entity; and clarify the applicability of the State's Procurement Code to public improvement district or tax increment development district expenditures.

Does not support any legislation that restricts or reduces municipal government revenue sources.

Public Safety

Supports legislation and funding for additional mental health resources that would support public safety personnel with carrying out their mission of protecting and assisting those in crisis.

Supports a statewide emergency medical services assessment, and that assessment recommendations are utilized to develop policy regarding appropriate funding mechanisms for emergency medical services in New Mexico.

Supports legislation to create a state interoperability oversight board to ensure that the interoperable radio network is appropriately financed and administered.

Records

Supports legislation that amends the outdated Inspection of Public Records Act (IPRA) in the following manner: (a) improved and expanded definitions of accessible and confidential records, as the privacy rights of individual citizens, juveniles, and public employee applicants should be better preserved and respected; (b) acknowledgment of modern technology, and specifically police bodycam footage and police audio recordings, while taking into consideration privacy concerns and reasonable cost recovery for the time associated with redaction and production; and (c) protections for municipalities from costly, abusive, and harassing use of IPRA.

Supports legislation that would allow municipalities to have greater access to Gross Receipts Tax reporting information.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 102 **ENACTMENT NO. 24-101**

RESOLUTION ESTABLISHING THE CITY OF RIO RANCHO'S LEGISLATIVE PRIORITIES FOR THE REGULAR 2025 NEW MEXICO LEGISLATURE SESSION

WHEREAS: the New Mexico Legislature is scheduled to hold a regular 60-day session starting January 21, 2025, and concluding March 22, 2025; and

WHEREAS: the City of Rio Rancho has specific legislative priorities and objectives that it desires the New Mexico Legislature and the elected officials representing Rio Rancho and Sandoval County to consider and support; and

WHEREAS: approval of a Legislative Priority Resolution provides clear direction and parameters for Governing Body members, City staff, and the City's lobbyist when interacting with different officials and organizations during the regular 2025 New Mexico Legislature session.

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

That the City of Rio Rancho's legislative priorities and objectives for the regular 2025 session of the New Mexico Legislature are:

Authority/Autonomy

Does not support any legislation that restricts or otherwise reduces municipal government home-rule charter authority or autonomy as municipal government should be empowered to regulate, to the greatest extent possible, local affairs and issues.

Does not support legislation that, as an employer, undermines and/or minimizes municipal government management rights in relation to making operational decisions and abilities to govern responsibly.

Does not support any legislation that reduces municipal government's authority to conduct its own municipal elections.

Supports changes to regulations that would allow those that have earned retirement benefits from the Public Employees Retirement Association (PERA) to return to work in order to fill PERA-associated critical need positions, hard to fill vacancies, and part-time positions without incurring penalties to existing retirement benefits.

Economic Development

Supports legislation that makes available more resources for job creation and economic development programs such as the Job Training Incentive Program (JTIP) and Local Economic Development Act (LEDA).

Supports legislation that would increase funding for commercial, residential, and economic development site readiness.

Does not support any legislation that adversely impacts New Mexico's tax competitiveness and the State's or municipal government's ability to recruit and retain employers.

Financial

Does not support any changes to the current schedule of the Hold Harmless payment phase-outs that would further negatively impact municipalities' revenue.

Supports legislation that will clarify for public school districts that use of their indebtedness/borrowed funds is not limited to school grounds and can be used for infrastructure improvements required and necessary to serve/access school grounds.

Supports legislation that will ensure municipal governments will share proportionally in solvency solutions that increase the soundness of the municipal general, municipal police, and municipal fire divisions of the Public Employees Retirement Association Fund.

Supports legislation to adjust the monetary thresholds in State Statute pertaining to the municipal sale or lease of property and corresponding referendum provisions to reflect the rate of inflation since the last statutory change, which was decades ago.

Supports legislation pertaining to the Public Improvement District Act and Tax Increment for Development Act that would make clarifications to the election and appointment of district board members consistent with the State's current Election Code; clarify that the audit of a public improvement district or tax increment development district may be conducted separately from its primary government entity; and clarify the applicability of the State's Procurement Code to public improvement district or tax increment development district expenditures.

Does not support any legislation that restricts or reduces municipal government revenue sources.

Public Safety

Supports legislation and funding for additional mental health resources that would support public safety personnel with carrying out their mission of protecting and assisting those in crisis.

Supports a statewide emergency medical services assessment, and that assessment recommendations are utilized to develop policy regarding appropriate funding mechanisms for emergency medical services in New Mexico.

Supports legislation to create a state interoperability oversight board to ensure that the interoperable radio network is appropriately financed and administered.

Records

Supports legislation that amends the outdated Inspection of Public Records Act (IPRA) in the following manner: (a) improved and expanded definitions of accessible and confidential records, as the privacy rights of individual citizens, juveniles, and public employee applicants should be better preserved and respected; (b) acknowledgment of modern technology, and specifically police bodycam footage and police audio recordings, while taking into consideration privacy concerns and reasonable cost recovery for the time associated with redaction and production; and (c) protections for municipalities from costly, abusive, and harassing use of IPRA.

Supports legislation that would allow municipalities to have greater access to Gross Receipts Tax reporting information.

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R103

AGENDA DATE:
November 14, 2024

DEPARTMENT:
Administration

SUBJECT:
R103, Resolution Establishing the City of Rio Rancho's Capital Outlay Priorities for the Regular 2025 Legislative Session of the New Mexico Legislature

BACKGROUND AND ANALYSIS:
Statewide capital appropriations are made from general fund, property tax, and State severance tax revenues.

The New Mexico Legislature is scheduled to hold a regular 60-day session starting January 21, 2025, and concluding March 22, 2025.

The amount of funding Rio Rancho municipal government may receive in 2025 via Capital Outlay is subject to available State funding and individual State Legislators, the Governor, and their approvals. State officials may award funding to Rio Rancho local government for projects not identified on the project priority Resolution.

The specific Capital Outlay requests listed in the attached Resolution have been developed from the following sources: Governing Body's adopted Infrastructure and Capital Improvement Plan (ICIP) for Fiscal Years 2025-2029; City staff input; feedback from the City's State government lobbyist; and previous State Legislator funding allocations.

The City's 2025 Capital Outlay requests take into consideration unprecedented State government revenues that are anticipated to be available for allocation.

IMPACT:
State Capital Outlay funding will allow projects to be completed sooner than they otherwise could be completed. Approval of the Resolution provides clear direction to the State elected officials representing Rio Rancho and Sandoval County in regards to priorities for Capital Outlay funding.

ALTERNATIVES:
Pass the Resolution.

Amend and pass the Resolution.

Do not pass the Resolution.

DEPARTMENT RECOMMENDATION:

Governing Body policy decision. Staff recommends approval of the Resolution as presented.

ATTACHMENT: Resolution_R103
ATTACHMENT: Capital Outlay Project Detail
ATTACHMENT: R103 - Signed

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION ESTABLISHING THE CITY OF RIO RANCHO'S CAPITAL OUTLAY PRIORITIES FOR THE REGULAR 2025 LEGISLATIVE SESSION OF THE NEW MEXICO LEGISLATURE

WHEREAS: the New Mexico Legislature is scheduled to hold a regular 60-day session starting January 21, 2025, and concluding March 22, 2025; and

WHEREAS: the City of Rio Rancho has specific Capital Outlay funding requests that it desires the New Mexico Legislature and the elected officials representing Rio Rancho and Sandoval County to consider; and

WHEREAS: the Governing Body of the City of Rio Rancho has adopted an Infrastructure and Capital Improvement Plan (ICIP) for Fiscal Years 2025-2029; and

WHEREAS: the ICIP is a medium-range management and financial plan identifying the City's needs and financing requirements for acquisition, improvement, and replacement of the City's capital assets; and

WHEREAS: the City's Capital Outlay requests include projects identified in the City's ICIP; and

WHEREAS: State Capital Outlay funding will allow projects to be completed sooner than they otherwise could be completed; and

WHEREAS: the City's Capital Outlay requests align with the City's strategic goals; and

WHEREAS: the City's 2025 Capital Outlay requests take into consideration unprecedented State government revenues that are anticipated to be available for allocation; and

WHEREAS: approval of a Capital Outlay Priority Resolution provides clear direction and parameters for Governing Body members, City staff, and the City's lobbyist when interacting with different officials and organizations during the regular 2025 New Mexico Legislature session.

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

That the New Mexico Legislature considers the City of Rio Rancho's priority Capital Outlay funding requests during its 2025 regular session, which are as follows:

Quality of Life

- $1,300,000 to design and construct an additional new youth baseball field at Sports Complex North.
- $627,000 to design and construct a pedestrian pathway from the Rio Rancho Aquatic Center to the Loma Colorado Main Library.
- $700,000 to reconstruct the parking lot serving the Esther Bone Memorial Library and Veterans Monument Park.
- $500,000 to design and construct Loma Colorado Main Library Learn and Play Space.

Public Safety

- $5,000,000 to design, equip, and construct Fire & Rescue Station #8.
- $800,000 to design and construct an additional bay at Fire Station #3.
- $600,000 to replace and equip Police Department vehicles.

Public Infrastructure

- $5,000,000 to reconstruct Unser Boulevard Phase IIB, including roadway widening, intersection improvements, and safety features.
- $4,500,000 to design and construct Aquifer Reinjection System expansion.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Project Detail – 2025 Capital Outlay Requests

Quality of Life

- $1,300,000 to design and construct an additional new youth baseball field at Sports Complex North.
    - Funding would be used for grading and site improvements and the construction of a 225 ft youth baseball field, including all elements such as electrical, field lighting, bases, mounds, bleachers, dugouts and scorers boxes, fencing, irrigation, and landscaping.
- $627,000 to design and construct a pedestrian pathway connecting the Rio Rancho Aquatic Center to the Loma Colorado Main Library.
    - An ADA-compliant pedestrian pathway from the Rio Rancho Aquatic Center to the Loma Colorado Main Library would provide patrons with direct access between the two facilities. The pathway will provide additional parking between the two facilities for large and special events and would significantly reduce the walking distance between the two facilities.
- $700,000 to reconstruct the parking lot serving the Esther Bone Memorial Library and Veterans Monument Park.
    - Funding would be used to reconstruct the parking lot serving the Esther Bone Memorial Library and Veterans Monument Park. The parking lot is more than 30 years old and is also used for large special events for public safety personnel and military/veterans. The entire project cost is approximately $1 million and the City previously secured $200,000 in State funding and $100,000 from Sandoval County.
- $500,000 to design and construct Loma Colorado Main Library Learn and Play Space.
    - Funding would be used to design and construct an interactive, children's museum-quality learning and play space for the Loma Colorado Main Library Children's Area to include science activities, climbing spaces, parent-child reading spaces, and display space for library materials. The City intends to commit $100,000 to initiate the design process in Spring 2025.

Public Safety

- $5,000,000 to design, equip, and construct Fire & Rescue Station #8.
    - A location for a new station has been identified in the southwest quadrant of the City near Unser and Cabazon Blvd. The addition of a new station in this area is warranted based on current call volumes and future development and population growth. The City is has received $1,034,250 from the State and has identified additional potential funding sources, including from the City's General Fund, for the remaining construction and equipment costs, including apparatus, estimated to be approximately $10 million total. The City is currently in the design phase, with an anticipated groundbreaking in late 2025.
- $800,000 to design and construct an additional bay at Fire Station #3.
    - The construction of an additional bay at Fire Station #3 would provide space for additional specialized equipment, such as vehicles for water rescue or hazardous material (HAZMAT) incidents, to effectively meet the needs of the growing population.
- $600,000 to replace and equip Police Department vehicles.
    - Funding would be used to acquire and equip approximately six (6) police vehicles that would be replaced due to high mileage.

Public Infrastructure

- $5,000,000 to reconstruct Unser Boulevard Phase IIB, including roadway widening, intersection improvements, and safety features.
    - Funding would be used for the reconstruction of Unser Boulevard Phase IIB from Cherry Rd to Paseo del Volcan (NM 347), including roadway widening, intersection improvements, safety features, corridor lighting, signal timing, and upgrades for the new pedestrian and multi-modal facilities. The estimated total cost of the project has nearly doubled from approximately $12 million in 2011 to nearly $30 million as of Summer 2024. The City has secured more than $11 million in Federal funding, committing nearly $2 million as the local match.
- $4,500,000 to design and construct Aquifer Reinjection System expansion.

- Funding would be used for a second injection well and advanced water treatment equipment. Expansion of the existing system will promote sustainability and increase the amount of highly treated wastewater that can be injected annually back into the aquifer for future use, preserving the City's long-term water supply. Since the existing system went operational in 2017, approximately 300,000,000 gallons have been reinjected back into the aquifer. The City is anticipating approximately $1.76 million in Congressionally Directed Spending for this project, pending ratification.

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 103 **ENACTMENT NO. 24-102**

RESOLUTION ESTABLISHING THE CITY OF RIO RANCHO'S CAPITAL OUTLAY PRIORITIES FOR THE REGULAR 2025 LEGISLATIVE SESSION OF THE NEW MEXICO LEGISLATURE

WHEREAS: the New Mexico Legislature is scheduled to hold a regular 60-day session starting January 21, 2025, and concluding March 22, 2025; and

WHEREAS: the City of Rio Rancho has specific Capital Outlay funding requests that it desires the New Mexico Legislature and the elected officials representing Rio Rancho and Sandoval County to consider; and

WHEREAS: the Governing Body of the City of Rio Rancho has adopted an Infrastructure and Capital Improvement Plan (ICIP) for Fiscal Years 2025-2029; and

WHEREAS: the ICIP is a medium-range management and financial plan identifying the City's needs and financing requirements for acquisition, improvement, and replacement of the City's capital assets; and

WHEREAS: the City's Capital Outlay requests include projects identified in the City's ICIP; and

WHEREAS: State Capital Outlay funding will allow projects to be completed sooner than they otherwise could be completed; and

WHEREAS: the City's Capital Outlay requests align with the City's strategic goals; and

WHEREAS: the City's 2025 Capital Outlay requests take into consideration unprecedented State government revenues that are anticipated to be available for allocation; and

WHEREAS: approval of a Capital Outlay Priority Resolution provides clear direction and parameters for Governing Body members, City staff, and the City's lobbyist when interacting with different officials and organizations during the regular 2025 New Mexico Legislature session.

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

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- $700,000 to reconstruct the parking lot serving the Esther Bone Memorial Library and Veterans Monument Park.
- $500,000 to design and construct Loma Colorado Main Library Learn and Play Space.

Public Safety

- $5,000,000 to design, equip, and construct Fire & Rescue Station #8.
- $800,000 to design and construct an additional bay at Fire Station #3.
- $600,000 to replace and equip Police Department vehicles.

Public Infrastructure

- $5,000,000 to reconstruct Unser Boulevard Phase IIB, including roadway widening, intersection improvements, and safety features.
- $4,500,000 to design and construct Aquifer Reinjection System expansion.

ADOPTED THIS 14TH DAY OF NOVEMBER, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)