

ORDINANCE NO. 2025-001

GRANTING SOLID WASTE COLLECTION SERVICES FRANCHISE

AN ORDINANCE GRANTING TO UNIVERSAL WASTE SYSTEMS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO, PERFORM ALL SOLID WASTE COLLECTION, DISPOSAL AND MANAGEMENT OF ALL RESIDENTIAL, COMMERCIAL AND ROLL OFF SERVICES FOR RESIDENTS, BUSINESSES AND OTHER ENTERPRISES LOCATED WITHIN THE CITY OF RIO COMMUNITIES; FIXING FRANCHISE FEE; PROVIDING FOR A SOLID WASTE COLLECTION, DISPOSAL AND MANAGEMENT FRANCHISE AGREEMENT; AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES BE REPEALED IN CONFLICT HEREWITH.

WHEREAS, the City of Rio Communities, New Mexico (the “City”), is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico, as amended; and

WHEREAS, Universal Waste Systems, Inc. (“Grantee”) provides solid waste collection and disposal to the City under Ordinance No. 2019-69;

WHEREAS, Current Franchise Agreement expired on March 31, 2024; and

WHEREAS, The City desires to have Grantee continue to provide solid waste collection and disposal services under this Ordinance;

WHEREAS, the City having been assured by Grantee that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the solid waste collection and disposal needs of the City, and the City desires to adopt this Ordinance; and

WHEREAS, the City and Grantee intend to enter into a Solid Waste Collection and Disposal Franchise Agreement (“Agreement”) in substantially the form of the attached agreement. Attachment A.

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

Section 1. **Grant of Franchise.** Pursuant to Section 3-48-3 et. seq. NMSA 1978, the Grantee is hereby granted under all terms and conditions hereinafter and in the Agreement, the right, privilege, and franchise to perform all solid waste collection, disposal and management of all residential, commercial and roll off services for residents, businesses and other enterprises located within the city of Rio Communities. This is an exclusive franchise.

Section 2. **Effective Date of this Ordinance.** this Ordinance shall be effective thirty (30) days after publication ("Effective Date").

Section 3. **Term.** All grants and privileges herein granted and conferred upon the Grantee shall continue in full force and effect for a period of 10 years from the Effective Date of this Ordinance, subject to the Agreement being extended or terminated under the terms of the Agreement.

Section 4. **Franchise Fees.** As a part of the consideration for the grant of the Franchise and for the occupation and use or easement over and upon the streets, highways, alleys, sidewalks, bridges, and public grounds in the City, the Grantee shall pay the City, as franchise tax, an amount equal to four percent (4%) of the amount reported by the Grantee as gross receipts tax as that term is defined under the Gross Receipts and Compensating Use Tax on all fees collected by the Grantee. The franchise fee shall be paid on a quarterly basis by the last day of the first month of the subsequent quarter. The franchise fee shall not be in lieu of any state or federal fees, charges, or taxes. The franchise fee is subject to change in accordance with the Franchise Agreement.

Section 5. **Acceptance.** The Grantee shall, within thirty days after the passage and approval of this Ordinance, file in the office of the City Clerk of the City of Rio Communities, New Mexico, a written statement of acceptance and the Agreement duly signed and acknowledged by the proper officers of said Grantee authorized to execute such acceptance and Agreement. In the event that such acceptance and Agreement are not filed within said period, this Ordinance, and the rights, privileges and franchises herein granted shall, ipso facto, be and become terminated and void, provided, however, that the Governing Body of the City of Rio Communities, New Mexico may by resolution, extend the time herein allowed for such filing for an additional period of thirty days.

Section 6. **Repeal.** This Ordinance hereby repeals all prior actions and ordinances inconsistent with this Ordinance.

Section 7. **Agreement.** The Franchise Agreement in Attachment A is hereby approved by the City. On behalf of the City, the City Manager or Mayor is hereby authorized and directed to execute and deliver the Franchise Agreement in substantially the form Attachment A, with such changes as the City Manager or the Mayor shall approve.

Section 8. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 9. **Amendment.** No provision of this Ordinance shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance, as required by applicable law.

Section 10. **Publication of Notice.** Pursuant to Section 3-17-3, this Ordinance shall be published in accordance with NMSA 1978 § 3-17-3 and NMSA 1978 § 3-1-2.J.

Section 11. **Governing Law.** This ordinance shall be construed, enforced, and interpreted in accordance with, the laws of the State of New Mexico.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF RIO
COMMUNITIES THIS 24th DAY OF MARCH, 2025**


Mayor

ATTEST:


Municipal Clerk