



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, September 08, 2025 4:00 PM

Agenda

Please silence all electronic devices.

Call to Order

Attendees

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 2:00 PM on Monday, September 08, 2025. These comments will be distributed to all Councilors for review. ***If you wish to speak during the public comment session***, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements, not the Council. Statements are limited to a maximum of 3 minutes duration. Please give your name and where you live for the record.

Discussion/Agenda Items

1. **Discussion-Uniform Traffic Code Penalty Assessment**

Adjourn

Please join us from the comfort and safety of your own home by entering the following link: @
<https://www.facebook.com/riocommunities>

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, September 08, 2025 6:00 PM
Agenda

Please silence all electronic devices.

Mayor - Joshua Ramsell
Mayor Pro Tem - Lawrence R. Gordon
Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Consent Agenda

- 1. Approval of Minutes from Regular Business meeting July 14,2025**
- 2. Approval of Accounts Payable**

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 4:45 PM on Monday, September 08, 2025. These comments will be distributed to all Councilors for review. If you wish to speak during the public comment session, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

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Manager Report

- 3. Goodman Ave Construction.**
- 4. RV Park Ribbon Cutting.**

Action Items

- 5. Discussion, Consideration, and Decision – Approve Appointment of the Mayor’s Art in Public Places Selection Committee.**
- 6. Discussion, Consideration, and Decision – Approve Notice of Award for ITB #2026-0001 Damon Street Pavement Rehabilitation Project.**
- 7. Discussion, Consideration, and Decision – Approve Letter of Support for Valencia County’s New Mexico Outdoor Recreation Trails+ Grant application**
- 8. Discussion, Consideration, and Decision – Approve Use of Joint Expert Witness for Cost Sharing of New Mexico Water Case Testimony.**

Executive Session - The city council will convene in executive session pursuant to NMSA 1978 section 10-15-1 (H)(7), meetings subject to the attorney-client privilege pertaining to the pending administrative litigation before the New Mexico Public Regulation Commission in the *Matter of New Mexico Water Service Company’s application for approval of a revised sewer capacity charge pursuant to Advice Notice no.22 and first revised rate no. 5* in which the City of Rio Communities is an intervenor.

- * Motion and roll call vote to go into closed session**
- * Motion and roll call vote to go back into the Regular business meeting session**
- * Welcome everyone back and statement by the Mayor:**

Council Discussion

Adjourn

Please join us from the comfort and safety of your own home by entering the following link: @
<https://www.facebook.com/riocommunities>

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Wednesday, July 14, 2025, 6:00 PM
Minutes

Please silence all electronic devices.

Mayor - Joshua Ramsell

Mayor Pro Tem - Lawrence R. Gordon

Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez

Call to Order

Mayor Ramsell called the meeting to order at 6:02 pm

Pledge of Allegiance

Councilor Apodaca led the pledge of allegiance.

Roll Call

Governing Body

Mayor Joshua Ramsell
Councilor Lawrence Gordon
Councilor Arthur Apodaca
Councilor Thomas Nelson
Councilor Matthew Marquez

Staff

Manager Dr. Martin Moore

Approval of Agenda

Motion made by Councilor Nelson to remove action item number 8 from agenda (**Discussion, Consideration, and Decision – Approval of Notice of Police Chief Contract Termination**). Seconded by Councilor Marquez.

Voting Yea:

Councilor Marquez
Councilor Nelson
Councilor Apodaca
Councilor Gordon

Motion passed with a 4-0 vote.

Motion made by Councilor Nelson to approve agenda as amended, Seconded by Councilor Apodaca

Voting Yea:

Councilor Marquez
Councilor Nelson
Councilor Apodaca
Councilor Gordon

Motion passed with a 4-0 vote.

Consent agenda

Councilor Marquez asked to remove account payable from consent agenda as it is incomplete with only having two items.

Councilor Gordon stated these two items should be paid later when we get the complete account payables to pay the rest.

Councilor Marquez made a motion to remove accounts payables until we have a complete account payable, Seconded by Councilor Nelson

Voting Yea:

Councilor Apodaca
Councilor Marquez
Councilor Nelson

Voting No:

Councilor Gordon

Motion passed with a 3-1 vote.

Councilor Nelson made a motion to approve consent agenda the minutes from June 9,2025 Seconded by Councilor Gordon

Voting Yea:

Councilor Marquez
Councilor Apodaca
Councilor Gordon
Councilor Nelson
Consent agenda Approved.

Motion passed with a 4-0 vote.

Public Comment:

Delette Robinson stated she is the owner of Dough Daddy's Delights, a local Bakery in Rio Communities and is inviting the city of Rio Communities to join in the annual fall Bake Off

Victor Williams stated he has an issue with his neighbor. He started painting his house and the wall and stopped at his wall which is on his neighbor's property line. His Neighbor stated he would finish painting but now he is moving out of the home. Victor Williams stated he is not sure what to do or if this is the right place to bring it up.

Manager's Report:

Dr Martin Moore stated in order to complete the final budget he is requesting the council to have a special council meeting to go over the final budget on July 23,2025 at 6:00pm

Councilor Marquez stated he will be available.

Councilor Apodaca stated he will not be available, but he will be available on zoom if he is able to.

Councilor Nelson stated he is available.

Councilor Gordon stated he is available.

Councilor Marquez asked Dr Moore what the progress with Maverick in moving forward and if the city can reach out to them and see if they are wanting to move forward.

City Manager Dr Moore explained we can do that and from the latest conversation with the Department of Transportation they are doing a review of the final design comments for approval for

them to start onsite construction which means the entry ways. Dr Moore stated that it is the latest update we have but not directly from Maverick. He stated that we will contact them through the engineers.

Councilor Apodaca asked Dr Moore if the hold-up continues to be Department of Transportation

Dr Moore stated that that is what it seems to be.

Councilor Marques asked Dr Moore when the construction will begin for Goodman Ave

City Manager Dr. Moore explained we are preparing to have a pre-construction meeting in the coming weeks with the contractors.

Councilor Marquez asked Dr. Moore when construction will begin for Don Diego rd.

Dr Moore. Explained after the Pre-construction meeting for Goodman Ave takes place, the invitation to bid has been put out for Damon Street, and we will have a pre-construction meeting soon and after Damon Street, invitation bids will go out for Don Diego rd. We have till December of next year to be completed.

Councilor Marquez asked Dr. Moore what location will the large boulders and gravel that are at public works be going to?

City Manager Dr. Moore stated there are a couple of locations that they will be going to; the council has previously talked about the need for some boulders to guide a path for Horner Street, some will go to behind for a walkway, there will be boulders left over as we asked for a certain number and they brought more than we needed at no charge.

Councilor Marquez asked Dr. Moore if the boulders that are going on Horner Street on the south end will those be placed there to block vehicles from entering the piece of land, he stated we will need to block off all entrees to that area with the boulders so no vehicles will be able to enter.

Appointing Victor Williams as Municipal Judge

Councilor Nelson asked Victor Williams if appointed Municipal Judge will you be running in November elections.

Victor Williams stated he will possibly run in November elections.

Councilor Marquez stated August 26th is when you submit your name for candidacy to run for Municipal Judge. He stated the city is too close for the council to put someone in the position being this close to election. He stated it would be a good idea for the city to postpone council to decide till after we see if there is anyone else that wants to run for Municipal Judge and at that point to decide yes or no to having Victor Williams appointed at Municipal Judge.

Councilor Marquez made a motion to table appoint Victor Williams as Municipal Judge till after the August 26th deadline for candidacy, Seconded by Councilor Nelson

Victor Williams stated that he is not doing it for himself, he is doing it to help the community.

Councilor Apodaca stated he does not see a problem with Victor Williams starting now and get an idea of what the job entails and run for election if he chooses to.

Councilor Gordon, he agrees with Councilor Apodaca

Voting Yea:

Councilor Marquez

Councilor Nelson

Mayor Ramsell votes No; Motion has been denied.

Voting No:

Councilor Gordon

Councilor Apodaca

Motion tied with a 2-2 vote.

Councilor Gordon Made a Motion to approve appointing Victor Williams as Municipal Judge, seconded by Councilor Apodaca

Voting Yea:

Councilor Apodaca

Councilor Gordon

Mayor Ramsell votes Yea: Motion has been approved.

Voting No:

Councilor Marquez

Councilor Nelson

Motion tied with a 2-2 vote.

Council Discussion

Councilor Nelson asked Dr. Moore about the Attorneys invoices.

Dr. Moore stated yes that he will get those to Councilor Nelson

Councilor Nelson stated smoking in city vehicles should not be allowed and asked Dr. Moore if there is a policy against it.

Dr Moore stated he is not aware that the city does but he will look into it.

Councilor Gordon stated that Oasis opened and that they do not want to have a grand opening, but they are open.

Councilor Marquez stated to the audience and people watching online if you have any issues and need to bring it to council come and feel free to speak during public comments.

Councilor Marquez asked Dr. Moore when we will be able to buy a new computer for council.

Dr Moore explained we are now in a new budget year, and we will get the computer ordered.

Councilor Marquez asked Dr. Moore if we could put the council meetings on YouTube instead of Facebook live.

Dr Moore stated the mayor has sent over an email on setting up a YouTube account.

Councilor Marquez stated for National Night out he has not seen any postings for the event.

Dr. Moore explained we will be getting with the police department to get an announcement out.

Councilor Marquez explained that spring fest budget was less than proposed and if we can use the remaining to help with the Fall bake off Dough Daddy's delights will be doing in November.

Executive Session for the Purpose of Police Chief Contract Termination and Notice pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters

Motion with a roll call to go into a closed session made by Council Nelson. Seconded by Councilor Gordon

Voting Yea:

Councilor Nelson

Councilor Marquez

Councilor Apodaca

Councilor Gordon

Motion passed with a 4-0 vote at 6:44pm

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

Motion made by Councilor Gordon to go back into the Regular business meeting session. Seconded by Councilor Apodaca.

Voting Yea:

Councilor Nelson

Councilor Gordon

Councilor Marquez

Councilor Apodaca

Motion passed with a 4-0 vote at 7:12pm

Statement from the Mayor

Mayor Ramsell Stated that on Monday July 14, 2025, City of Rio Communities City Council did hold an executive session **for the Purpose of Police Chief Contract Termination and Notice pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters** and no other items were discussed at this time.

Motion made by Councilor Nelson to approve the statement by the mayor. Seconded by Councilor Gordon.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote.

Adjourn

Motion made by Councilor Nelson to adjourn. Seconded by Councilor Gordon. Motion carried out at 7:13pm.

Respectfully submitted,

Dr. Martin Moore (acting Municipal Clerk)
(Taken and Transcribed by Patricia McCloskey,

Date: _____

Approved:

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor



Rio Communities, NM

Expense Approval Register

Packet: APPKT01640 - AP 9.3.2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
Sharp Electronics Corporation	9005428002	06/30/2025	City Hall & Fire Department ...	11000-2002-55030	782.25
Tyler Technologies	025-510804	08/28/2025	CM 025-436805 Credit	11000-2002-56010	-2,413.95
Tyler Technologies	025-510804	08/28/2025	ERP Pro Financials Annual Fee	11000-2002-56010	22,120.20
Maloy Mobile Storage Inc.	0337335-IN	09/03/2025	40' Storage Container Serial#...	11000-5101-55999	243.68
WEX Bank	107052574	09/03/2025	Fleet Cards/PD	11000-3001-56120	1,403.88
WEX Bank	107052574	09/03/2025	Fleet Cards/PW	11000-5101-56120	910.30
NM EDGE	17455	09/03/2025	Accounting/Finance Classes f...	11000-2002-57050	713.97
Amazon Business	1TDT-GW6W-C9FQ	09/03/2025	Office Supplies	11000-3001-56020	144.93
Comcast Business	248958902	09/03/2025	City Hall Fiber	11000-2002-57160	525.00
TLC Uniforms	295616	09/03/2025	Class A Uniforms for Officers...	11000-3001-56110	186.00
Sharp Electronics Corporation	39859898	09/03/2025	Police Department Copies	11000-3001-57090	429.93
Sharp Electronics Corporation	39859899	09/03/2025	Finance Department Copies	11000-2004-57090	309.39
Aqua3, LLC.	608334	09/03/2025	Water Service Delivery	11000-2002-56060	41.40
Shred-it US JV LLC	8011811472	09/03/2025	Shredding SVS	11000-2002-55999	159.16
Sharp Electronics Corporation	9005454899	09/03/2025	Library Copies	11000-4004-57090	83.77
Sharp Electronics Corporation	9005462799	09/03/2025	Finance Department Copies	11000-2004-57090	93.45
Beasley, Mitchell & Co. LLP	90147686	09/03/2025	Accounting Professional Serv...	11000-2002-55030	12,633.94
Beasley, Mitchell & Co. LLP	90148680	09/03/2025	Accounting Professional Serv...	11000-2002-55030	15,616.83
Central NM Community Colle...	CIIN-10002052	09/03/2025	PSA Course for Damian Flynn...	11000-3001-57050	2,500.00
NM Gas Co	INV0006097	09/03/2025	Gas - Utilities	11000-2002-57171	51.28
NM Gas Co	INV0006098	09/03/2025	Gas - Utilities	11000-2002-57171	50.49
T-Mobile USA Inc.	INV0006103	09/03/2025	Data SIM and Unlimited Data...	11000-3001-55999	113.16
PNM	INV0006104	09/03/2025	City Hall	11000-2002-57170	61.14
PNM	INV0006105	09/03/2025	City Hall	11000-2002-57170	39.47
PNM	INV0006106	09/03/2025	City Hall	11000-2002-57170	87.61
PNM	INV0006107	09/03/2025	City Hall	11000-2002-57170	1,392.15
PNM	INV0006110	09/03/2025	City Hall	11000-2002-57170	210.50
PNM	INV0006111	09/03/2025	City Hall	11000-2002-57170	333.25
NM Water Service Company	INV0006112	09/03/2025	CH Water Utilities	11000-2002-57173	425.89
NM Water Service Company	INV0006113	09/03/2025	CH Water Utilities	11000-2002-57173	49.26
NM Water Service Company	INV0006114	09/03/2025	CH Water Utilities	11000-2002-57173	53.45
Comcast Business	INV0006116	09/03/2025	City Hall Telecommunications	11000-2002-57160	627.57
Fund 11000 - General Operating Fund Total:					59,979.35
Fund: 20600 - Emergency Medical Services					
Linde Gas & Equipment Inc.	49233794	06/30/2025	Medical oxygen	20600-3003-56999	203.66
Linde Gas & Equipment Inc.	50427731	06/30/2025	Medical oxygen	20600-3003-56999	213.35
Linde Gas & Equipment Inc.	51692906	09/03/2025	medical oxygen. Blanket P.O	20600-3003-56999	42.13
Linde Gas & Equipment Inc.	51763909	09/03/2025	medical oxygen. Blanket P.O	20600-3003-56999	213.35
Fund 20600 - Emergency Medical Services Total:					672.49
Fund: 20900 - Fire Protection					
WEX Bank	107052574	09/03/2025	Fleet Cards/FD	20900-3002-56120	1,255.58
Craig Independent Tire Co.	163878	09/03/2025	Tire Repair	20900-3002-56122	27.77
Amazon Business	1HDW-YT1Y-9H6F	09/03/2025	Lenovo laptop	20900-3002-56010	236.99
Amazon Business	1VT3-4VWP-PRLT	09/03/2025	Lenovo laptop	20900-3002-56010	1,325.61
UniqueFleet, LLC.	25400	09/03/2025	Repairs for pumper 1	20900-3002-54040	11,922.32
UniqueFleet, LLC.	25410	09/03/2025	Ems Vehicle maintenance	20900-3002-54040	857.65
TLC Uniforms	295014	09/03/2025	uniforms	20900-3002-56110	7,857.72
Napa Auto Parts	560468	09/03/2025	Blanket PO	20900-3002-54040	29.94
Sharp Electronics Corporation	9005436811	09/03/2025	Fire Department Copies	20900-3002-57090	5.73
Municipal Emergency Services	IN2326186	09/03/2025	Lights and valve	20900-3002-56030	1,005.00
PNM	INV0006108	09/03/2025	Fire Department	20900-3002-57170	329.01
PNM	INV0006109	09/03/2025	Fire Department	20900-3002-57170	119.85

Expense Approval Register

Packet: APPKT01640 - AP 9.3.2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM Water Service Company	INV0006115	09/03/2025	FD Water Utilities	20900-3002-57173	82.85
Fund 20900 - Fire Protection Total:					25,056.02
Fund: 29700 - County EMS GRT					
Stericycle Inc.	8011514598-8005079863	09/03/2025	Biohazard Waste Pickup	29700-2002-55999	2,907.30
Fund 29700 - County EMS GRT Total:					2,907.30
Grand Total:					88,615.16

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	59,979.35
20600 - Emergency Medical Services	672.49
20900 - Fire Protection	25,056.02
29700 - County EMS GRT	<u>2,907.30</u>
Grand Total:	88,615.16

Account Summary

Account Number	Account Name	Expense Amount
11000-2002-55030	Contract - Professional S...	29,033.02
11000-2002-55999	Contract - Other Services	159.16
11000-2002-56010	Software	19,706.25
11000-2002-56060	Supplies - Kitchen	41.40
11000-2002-57050	Employee Training	713.97
11000-2002-57160	Telecommunications	1,152.57
11000-2002-57170	Utilities - Electricity	2,124.12
11000-2002-57171	Utilities - Natural Gas	101.77
11000-2002-57173	Utilities - Water	528.60
11000-2004-57090	Printing/Publishing/Adve..	402.84
11000-3001-55999	Contract - Other Services	113.16
11000-3001-56020	Supplies - General Office	144.93
11000-3001-56110	Supplies - Uniforms/Linen	186.00
11000-3001-56120	Supplies - Vehicle Fuel	1,403.88
11000-3001-57050	Employee Training	2,500.00
11000-3001-57090	Printing/Publishing/Adve..	429.93
11000-4004-57090	Printing/Publishing/Adve..	83.77
11000-5101-55999	Contract - Other Services	243.68
11000-5101-56120	Supplies - Vehicle Fuel	910.30
20600-3003-56999	Supplies - Other	672.49
20900-3002-54040	Maintenance & Repairs - ...	12,809.91
20900-3002-56010	Software	1,562.60
20900-3002-56030	Supplies - Field Supplies	1,005.00
20900-3002-56110	Supplies - Uniforms/Linen	7,857.72
20900-3002-56120	Supplies - Vehicle Fuel	1,255.58
20900-3002-56122	Supplies - Vehicle Tires	27.77
20900-3002-57090	Printing/Publishing/Adve..	5.73
20900-3002-57170	Utilities - Electricity	448.86
20900-3002-57173	Utilities - Water	82.85
29700-2002-55999	Contract - Other Services	2,907.30
	Grand Total:	88,615.16

Project Account Summary

Project Account Key	Expense Amount
None	<u>88,615.16</u>
Grand Total:	88,615.16

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

MUNICIPAL CLERK



City of Rio Communities
DAMON STREET PAVEMENT REHABILITATION PROJECT
Bid No. 2026-0001
Award Recommendation

August 8, 2025

Please find the award recommendation, subject to City Council approval and final contract negotiations, for City of Rio Communities Damon Street Pavement Rehabilitation Project, Bid No. 2026-0001. The project consists of rehabilitating a portion of roadway pavement at Damon St. by removing the existing pavement and replacing with new pavement. The bid items consisted of the following:

NMDOT Item No.	Item Description	UNIT	QUANTITY
209000	BLADING AND RESHAPING	MILE	1
408100	PRIME COAT MATERIAL	TON	5
416104	MINOR PAVING TYPE I, HMA SP-IV	TON	390
601110	REMOVAL OF SURFACING	S.Y.	2350
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	L.S.
621000	MOBILIZATION	L.S.	L.S.
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	L.S.
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	L.S.
802000	POST CONSTRUCTION PLANS	L.S.	L.S.

For the procurement record, list below denotes the bidders who responded to the bid and the recommendation for award without New Mexico Resident Preference. All bidders met the mandatory response requirements for the bid. The lowest bidder, Albuquerque Asphalt, Inc., is \$ 45,106.96 lower than the engineering cost estimate of \$186,793.35.

Vendor	Bid + NMGR (Without Preference)	Preference	Award Status
Albuquerque Asphalt, Inc.	\$141,656.40	8%	Award
TLC Company, Inc	\$150,314.99	8%	No Award
Universal Constructors, Inc.	\$161,102.32	-	No Award
Star Paving Co.	\$184,489.05	8%	No Award
Pluma, LLC	\$359,633.04	10%	No Award



Bidder's Right to Protest

Pursuant to New Mexico Statutes Annotated 1978, 13-1-172, "Any bidder... who is aggrieved in connection with a solicitation or award of a contract may protest to the... "City of Rio Communities" central purchasing office. The protest shall be submitted in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest." Any Offeror has until 1:00 p.m., Thursday, August 28, 2025 to submit a written protest to:

Jennifer Gauna Finance Clerk, CPO, Phone : 505.861.6803 E-mail : jgauna@riocommunities.net	Mailing Address: 360 Rio Communities Blvd. Rio Communities, NM 87002
Phone : 505.861.6803	E-mail : jgauna@riocommunities.net

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

NOTICE OF INTENT to AWARD

ITB #2026-0001 – Damon Street Pavement Rehabilitation Project

Date: September 8, 2025

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

After careful review of all bid responses submitted, the City of Rio Communities evaluation team has decided to award to the lowest responsible bidder, Albuquerque Asphalt, Inc., to fulfill the requirements of the solicitation.

Signed & Approved:

Johsua Ramsell
Mayor

ATTEST:

Jennifer Gauna
CPO, NMCPPP, Finance
(Chief Procurement Officer)



CITY OF RIO COMMUNITIES

360 Rio Communities Blvd.
Rio Communities, NM 87002
505-861-6803
www.riocommunities.net

September 8, 2025

To: New Mexico Outdoor Recreation Trails+ Grant

Re: Valencia County Willie M. Chavez Park Grant request

Dear New Mexico Outdoor Recreation Trails+ Grant Review Committee,

As a key partner in Valencia County's efforts to transform Willie M. Chavez Park into a beautiful, accessible outdoor recreation space, the City of Rio Communities fully supports Valencia County's application for the New Mexico Outdoor Recreation Trails+ Grant.

The city has a longstanding relationship with Valencia County and partners with them on projects of joint interest such as a periodic clean up on Sherrod Road along the City's eastern boundary, animal control, rural addressing and public safety.

Established in 2013, the City of Rio Communities is Valencia County's eastern most city with a population of approximately 5,000 residents. We have spectacular views and endless opportunities for growth and economic diversity. This grant request would help fund the park planning and design process which will incorporate input from the community and partners including the City of Rio Communities. With this partnership, we look forward to a project directly benefiting both Valencia County and Rio Communities.

Thank you for your consideration of this vital project and please do not hesitate to contact us if you have any questions.

Sincerely,

Joshua Ramsell
Mayor
360 Rio Communities Blvd.
Rio Communities, NM 87002
jramsell@riocommunities.net

Use of Joint Expert Witness

Spencer Fane LLP (on behalf of its client Vermillion Lake Land and Cattle Company, LLC, Client ID number 5525710.0001) and The City of Rio Communities, (collectively, "the Parties") agree to engage Amadeo Trujillo, P.E., of Tierra West, LLC ("Expert") as a mutually acceptable independent expert for the purpose of providing expert testimony in NMPRC Docket No. 25-00035-UT. The Parties acknowledge and agree that:

1. **Engagement of Expert.** Tierra West LLC shall be retained directly by City of Rio Communities ("Contracting Party") pursuant to a separate agreement between Tierra West LLC and the City of Rio Communities.
2. **Costs.** Unless otherwise agreed in writing, the City of Rio Communities shall be solely responsible for entering into the contract with Tierra West LLC and for payment of the Expert's fees and expenses. Spencer Fane LLP will pay The City of Rio Communities 50% of Expert's fees and expenses following receipt of an invoice. Once payments from the City reaches \$20,000, Spencer Fane will be invoiced for all remaining charges arising from this matter, (NMPRC Docket No. 25-00035-UT.)
3. **Access and Cooperation.** Both Parties shall cooperate with the Expert and provide such information, documents, and access as the Expert reasonably requires to perform the agreed-upon services.
4. **Sharing of Work Product.** The Expert's findings, reports, and conclusions shall be provided to both Parties at the same time and on the same terms. Both Parties shall be entitled to rely on such work product to the full extent desirable to each Party.
5. **Independence of Expert.** The Parties acknowledge that the Expert is engaged as an independent third party, and nothing herein shall be construed to create an attorney-client, fiduciary, or exclusive relationship between either Party and the Expert.

Unless otherwise agreed in writing, the Expert's work product shall be admissible in any proceeding between the Parties, and the Parties waive any objection to its admissibility on the basis of hearsay, foundation, or authenticity, provided that either Party shall retain all rights to challenge the weight or persuasiveness of such work product.

Nothing in this Section shall restrict either Party's right to disclose the work product to its legal, accounting, or financial advisors, provided such advisors are bound by obligations of confidentiality.

By: _____ Date: _____
 Jeffrey Wechsler
 Spencer Fane LLP
 505-986-2637
jwechsler@spencerfane.com
*Attorney for Vermillion Lake
 Land & Cattle Co. LLC*

By: _____ Date: _____

Joshua Ramsell

Mayor

City of Rio Communities

Attest:

By: _____ Date: _____

Dr. Martin Moore

Acting Municipal Clerk

Cit of Rio Communitis

CITY OF RIO COMMUNITIES
PROFESSIONAL SERVICES AGREEMENT
NMWATER SERVICE COMPANY RATE CASE

THIS AGREEMENT is made and entered into between the City of Rio Communities ("City"), and Tierra West LLC, ("Contractor").

WHEREAS, the City has the authority to employ contractors and other professional service providers to assist it in accomplishing its business; and

WHEREAS the Contractor wants to enter into an agreement with the City to provide investigative background, reports and professional opinion testimony concerning the UCC rate increase proposed by NMWSC;

NOW, THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed between the parties:

1. **Scope of Work.** The Contractor, shall render the following professional services to the Village:

a) **REVIEW/EVALUATION OF BACKUP DOCUMENTATION**

Review and evaluate the provided supplemental documentation including the Waste Water Master Plan (Water Works Engineers), the "Supplemental Direct Testimony of Gregory D. Shimansky to justify the interim rate relief imposed by the New Mexico Water Service Company (NMWSC), NMWSC Sewer Original Rule 19" ordinance. The "Application for Approval of a Revised Sewer Utility Capacity Charge", and any/all other documentation provided.

Anticipated Budget \$ 3,000.00

b) **REVIEW/COMPARISON OF EXISTING UTILITY RATE CHARGES FOR NEARBY COMMUNITIES**

Develop a summary of the existing utility rate charges and structures for neighboring communities including, The Village of Los Lunas, City of Belen, The Village of Bosque Farms, Village of Tijeras, City of Albuquerque, and any others that may be similar in size or nature to the Rio Communities. Compare the proposed rate increase to those of neighboring communities and develop any necessary tables/figures to summarize findings.

Anticipated Budget \$ 2,500.00

c) **EVALUATION/SUMMARY OF INDUSTRY STANDARDS**

Evaluate and summarize current industry **practices** of the New Mexico Environment Department's (NMED) Drinking Water Bureaus (DWB) on setting water/sewer rates including the published

"2022 Public Water and Wastewater User Charge Survey" and national guidelines including the American Water Works Associations (AWWA) "Principles of Water Rates, Fees, and Charges".

Anticipated Budget \$ 3,000.00

d) SEWER RATE EVALUATION/RECOMMENDATION MEMO

Develop a Technical Memorandum to summarize the analysis of the backup documentation, the comparison of neighboring utility rate charges, and the state and national guidelines to assist with all preparations of the Public Hearing.

Anticipated Budget \$4,000.00

e) DEVELOPMENT OF INTERROGATORY QUESTIONS

Create a list of "Interrogatory Questions" directed to NMWSC for use at the Public Hearing on the sewer rate increase.

Anticipated Budget \$ 2,500.00

f) RESEARCH/PREPARATION FOR EXPERT TESTIMONY OF RATE INCREASE

Compile all findings and prepare expert testimony including all graphics/tables, presentations, and supporting documents.

Anticipated Budget \$1,500.00

g) ATTENDANCE AND EXPERT TESTIMONY AT PUBLIC HEARING

Attend and provide Expert Testimony at Deposition Hearing.

Anticipated Budget \$3,500.00

2. Compensation: Village shall pay Contractor for all services under this Contract for an amount up to but not to exceed \$20,000, plus Mexico gross receipts tax (GRT), if applicable. The Contractor will be paid on a time and materials basis at the rates at the rates established in Exhibit "A" and consistent with the anticipated budget outlined in paragraph 1, plus reimbursable items and gross receipts tax.

- a) Payment will be made upon receipt of properly documented invoices from the Contractor. All invoices shall be paid within fifteen days of submission to the City.
- b) City will be billed on or about the 25th day of each month for work completed. Invoices are due and payable upon receipt Any invoice not paid within thirty (30) days will be charged a 1.5% late fee per month until paid in full. All invoices due after 30 days will incur an additional \$10.00 service fee and may be turned over to collections.

3. Term. The term of this Agreement shall begin upon execution of this document and terminate at the completion of the Public Hearing in this matter or December 31, 2025, unless terminated sooner pursuant to the provisions of Paragraph 5. This agreement may be extended for an additional period of six months by written agreement of the

parties.

4. Subcontractor. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. All fees and costs of any approved subcontractor shall be billed by the Subcontractor directly to the Contractor.
5. Early Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least twenty (20) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
6. Status of Contractor. The Contractor and any approved Subcontractors are independent contractors performing professional services for the City and are not employees of the City. The Contractor and Subcontractors shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City by virtue of this Agreement.
7. Assignment. Except as may be otherwise provided pursuant to Paragraph 4, the Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.
8. Records and Audit. The Contractor shall maintain for three (3) years from the expiration or termination of this Agreement detailed time records which indicate the date, time, and nature of services rendered. The records shall be subject to inspection by the City, the New Mexico Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.
9. Hold Harmless and Indemnity Agreement. The Contractor shall hold harmless and indemnify the City, its officers, employees, agents and attorneys from all claims, liabilities, obligations, losses, and the like, asserted by any third parties arising from or caused by the Contractor's negligence, misrepresentation, fraud, or any other acts of professional malpractice. This indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by City, its officers, employees, agents, and attorneys in defending any such action.
10. Release. Upon final payment for the amount due under this Agreement, the Contractor shall release the City, its officers, employees, agents and attorneys from all liabilities, claims, and obligations for amounts due under this contract. The Contractor agrees not to purport to bind the City to any obligation under this Agreement, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
11. Confidentiality. Any information obtained by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the City. The following information is excluded from this paragraph:
 - a) information which is already in the public domain, or which enters the public domain under any circumstances other than a wrongful act by the Contractor;
 - b) information received by the Contractor from any third party without similar restrictions and without a breach of the agreement; or
 - c) information lawfully required to be disclosed by any governmental agency or applicable law.
12. Conflict of Interest. The Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
13. Amendment. This Agreement shall not be altered, changed, or amended except by an instrument in writing

executed by the parties.

14. Merger. This Agreement shall incorporate all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless contained in this Agreement.

15. Applicable Law. This Agreement shall be governed by the laws of the State of New Mexico and any applicable federal laws.

16. Waiver. No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid unless the same shall be in writing and signed by the party alleged to have granted the waiver.

17. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, ancestry, disability or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed by the Contractor under this Agreement. If the Contractor is found to be in violation of these requirements during the term of this Agreement, the Contractor agrees to take appropriate steps to correct the deficiencies.

18. Appropriations. Payment of any amounts under this Agreement is contingent upon sufficient appropriations and authorizations being otherwise made therefore by the Governing Body of the City. If, for any reason, sufficient appropriations and authorizations are not made this Agreement shall terminate upon written notice being given to the Contractor by the City. Such termination shall not result in any claim for damages by the Contractor. The City's decision as to whether such other sufficient appropriations are available shall be accepted by the Contractor and shall be final.

19. Notice. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

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

CITY OF RIO COMMUNITIES

TIERRA WEST, LLC

By: Joshua Ramsell By: Ron R. Bohannon, P.E.

Title: Mayor of Rio Communities Title: President

Date: 7-1-2025

Date: 07/01/2025

EXHIBIT "A"

Additional

Services Fee

Schedule

Effective **January 1, 2025**
Through **December 31, 2025**

CLASSIFICATION

HOURLY RATE

Expert Testimony Research
Expert Testimony

\$400.00
\$650.00

Reproduction and other reimbursable items will be charged in addition to the above rates. Direct Bond copies shall be charged at the rate listed below for in-house printing or invoice + 10% for contracted copying. Xerox copies will be charged at the rate of \$0.15 per page for in-house copying or invoice + 10% for contracted copying.

Use of company or employee vehicle for out-of-town and extraordinary trips will be charged at \$0.575 per mile.

Overnight and out of town travel • per diem of \$35.00 per day per employee plus direct lodging cost and travel expenses.

Overtime or priority hours will be charged at a 1.50 multiplier of the above shown rates.

Computer Plots:	Color Plots (8½ x 11) (incl. Color Digital Pictures)	\$5.50/ea.
	Color Plots (11 x 17)	\$9.50/ea.
	Color Plots (24 x 36)	\$16.75/ea.
	Disks	\$5.50/ea.
	CD's	\$16.75/ea.
	Bond Copies/Plots	\$1.20/per sq. ft.
	Mylar Copies/Plots	\$8.35/per sq. ft.
	Vellum Copies/Plots.	\$8.35/per sq. ft.
	Digital Scanned Copies	\$1.50/per sq. ft.