



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Tuesday, October 14, 2025 6:00 PM
Agenda

AMENDED AGENDA 10/09/25 4:35PM.

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 Accounts Payable

Public Comment: 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.

Manager Report

- 2. Bypass Road Update.**
- 3. Don Diego Reconstruction update.**
- 4. Update on Maverick.**
- 5. Storm Water Flood Update.**

Action Items

- 6. Discussion, Consideration, and Decision – Approval to Proceed with Phase 1 of the Veterans Memorial Park.**
- 7. Discussion, Consideration, and Decision – Approval Resolution 2025-27 requesting New Mexico Department of Transportation Approval to Repair up to an additional 300 ft of Damon Street Utilizing Available Grant Funds (Grant Agreement number HW2L300355)**
- 8. Discussion, Consideration, and Decision – Approval of Amended Joint Powers Agreement Between the City of Rio Communities and the Valencia Regional Emergency Communications Center.**

Executive Session - pursuant to §10-15-1(H)(7) and subject to attorney-client privilege, for the limited purpose of discussing threatened or pending litigation in which the public body is or may become a participant.

- * Motion and roll call vote to go into close 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>



Rio Communities, NM

Expense Approval Register

Packet: APPKT01682 - AP 10.8.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
Craig Independent Tire Co.	165491	10/07/2025	All 4 Tires for Unit 01 and 02	11000-3001-54040	1,099.60
Woodlands Hardware	017617/1	10/08/2025	Various Supplies	11000-5101-56030	32.06
Woodlands Hardware	017680/1	10/08/2025	Various Supplies	11000-5101-56030	126.81
Woodlands Hardware	017724/1	10/08/2025	Various Supplies	11000-5101-56030	130.33
Woodlands Hardware	017776/1	10/08/2025	Various Supplies	11000-5101-56030	51.96
Maloy Mobile Storage Inc.	0338007-in	10/08/2025	40' Storage Container Serial#	11000-5101-55999	243.68
Maloy Mobile Storage Inc.	0338093-IN	10/08/2025	40' Storage Container Serial#	11000-5101-55999	243.68
WEX Bank	107663612	10/08/2025	Fleet Cards/PD	11000-3001-56120	1,341.08
WEX Bank	107663612	10/08/2025	Fleet Cards/CE	11000-3002-56120	34.64
WEX Bank	107663612	10/08/2025	Fleet Cards/PW	11000-5101-56120	903.76
Kaufman's West	11744V	10/08/2025	Shoes & Uniforms for OFC	11000-3001-56110	749.98
Platinum Chemicals, Inc	12209	10/08/2025	facility wipes	11000-2002-54060	446.00
4imprint, Inc	14326164	10/08/2025	Logo pens (PD) City Hall	11000-2002-57090	264.31
Craig Independent Tire Co.	165512	10/08/2025	All 4 Tires for Unit 01 and 02	11000-3001-54040	1,099.60
NM EDGE	17665	10/08/2025	Finance NM Edge Traing (9.2	11000-2004-57050	255.00
Amazon Business	1DHQ-7KYX-9FJT	10/08/2025	Evidence Supplies: Labels, Ba	11000-3001-56030	104.06
Amazon Business	1HXP-M6DV-6KC3	10/08/2025	Supplies and Machine	11000-4004-56999	475.23
State of Emergency Upfitting	2327	10/08/2025	Graphics, X6 Door White Vin	11000-2002-55999	245.00
Comcast Business	251492144	10/08/2025	City Hall Fiber	11000-2002-57160	525.00
AT & T Mobility	287334080831X09262025	10/08/2025	Mayor Joshua Ramsell	11000-1001-57160	53.00
AT & T Mobility	287334080831X09262025	10/08/2025	City Manager	11000-2001-57160	219.07
AT & T Mobility	287334080831X09262025	10/08/2025	Police Department	11000-3001-57160	489.94
AT & T Mobility	287334080831X09262025	10/08/2025	Public Works	11000-5101-57160	167.07
A M CONSTRUCTION SUPPLY,	3984	10/08/2025	concrete/asphalt cutting bla	11000-2002-56999	299.99
Shred-it US JV LLC	8012120109	10/08/2025	Shredding SVS	11000-2002-55999	161.61
Rentokil North America Inc.	82835781	10/08/2025	City Hall	11000-2002-55030	216.51
Boundtree Medical	85940027	10/08/2025	medical supplies	11000-1009-56070	1,936.09
Boundtree Medical	85945260	10/08/2025	medical supplies	11000-1009-56070	589.29
Sharp Electronics Corporatio	9005469199	10/08/2025	Desktop MGMT SHARP IT	11000-2002-55030	549.00
Sharp Electronics Corporatio	9005469200	10/08/2025	C#800608808 PD helpdesk &	11000-3001-55030	369.00
Sharp Electronics Corporatio	9005469200	10/08/2025	RMM & Help Desk Service	11000-3001-55030	655.00
Sharp Electronics Corporatio	9005469200	10/08/2025	EDR License % Soc-Service D	11000-3001-56010	138.00
Sharp Electronics Corporatio	9005469200	10/08/2025	Cloud Storage - PD	11000-3001-56010	99.00
Sharp Electronics Corporatio	9005500794	10/08/2025	Finance Department Copies	11000-2004-57090	311.52
Sharp Electronics Corporatio	9005509402	10/08/2025	Desktop MGMT SHARP IT	11000-2002-55030	549.00
Sharp Electronics Corporatio	9005509403	10/08/2025	C#800608808 PD helpdesk &	11000-3001-55030	369.00
Sharp Electronics Corporatio	9005509403	10/08/2025	RMM & Help Desk Service	11000-3001-55030	655.00
Sharp Electronics Corporatio	9005509403	10/08/2025	EDR License % Soc-Service D	11000-3001-56010	138.00
Sharp Electronics Corporatio	9005509403	10/08/2025	Cloud Storage - PD	11000-3001-56010	99.00
Beasley, Mitchell & Co. LLP	90149303	10/08/2025	Accounting Professional Serv	11000-2002-55030	3,759.83
Valencia County Fiscal Office	AC2026-11	10/08/2025	FY24-25 Animal Control	11000-3004-55999	1,147.45
PNM	INV0006177	10/08/2025	City Hall	11000-2002-57170	559.66
PNM	INV0006178	10/08/2025	City Hall	11000-2002-57170	148.96
PNM	INV0006179	10/08/2025	City Hall	11000-2002-57170	930.97
PNM	INV0006180	10/08/2025	City Hall	11000-2002-57170	265.06
PNM	INV0006183	10/08/2025	City Hall	11000-2002-57170	195.24
PNM	INV0006185	10/08/2025	City Hall	11000-2002-57170	59.44
PNM	INV0006186	10/08/2025	City Hall	11000-2002-57170	39.64
PNM	INV0006187	10/08/2025	City Hall	11000-2002-57170	89.53
T-Mobile USA Inc.	INV0006188	10/08/2025	Data SIM and Unlimited Data	11000-3001-55999	183.54
NM Gas Co	INV0006189	10/08/2025	Gas - Utilities	11000-2002-57171	49.10
NM Gas Co	INV0006190	10/08/2025	Gas - Utilities	11000-2002-57171	50.78
NM Water Service Company	INV0006209	10/08/2025	CH Water Utilities	11000-2002-57173	53.18

Expense Approval Register

Packet: APPKT01682 - AP 10.8.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM Water Service Company	INV0006210	10/08/2025	CH Water Utilities	11000-2002-57173	49.26
NM Water Service Company	INV0006211	10/08/2025	CH Water Utilities	11000-2002-57173	430.87
PNM	INV0006213	10/08/2025	Streetlights-Electricity-Utiliti	11000-5104-57170	41.47
Roberts Truck Center of New	R814019139 01	10/08/2025	wire harness replacement	11000-2002-54040	3,166.28
NM EMS Academy - UNM	S6794150	10/08/2025	ems ce refresher	11000-1009-57050	255.00
Fund 11000 - General Operating Fund Total:					27,911.13
Fund: 20200 - Environmental					
Universal Waste Systems, Inc	0004194678	10/08/2025	Clean-Up Day Dumpsters	20200-5009-55999	617.74
Universal Waste Systems, Inc	UWS 00041994678	10/08/2025	Clean Up Day Dumpster SVS	20200-5009-55999	1,102.10
Fund 20200 - Environmental Total:					1,719.84
Fund: 20600 - Emergency Medical Services					
Linde Gas & Equipment Inc.	52223771	10/08/2025	medical oxygen. Blanket P.O	20600-3003-56999	53.50
Linde Gas & Equipment Inc.	52230930	10/08/2025	medical oxygen. Blanket P.O	20600-3003-56999	852.80
Fund 20600 - Emergency Medical Services Total:					906.30
Fund: 20900 - Fire Protection					
Woodlands Hardware	017713/1	10/08/2025	Various Supplies	20900-3002-56030	102.31
Woodlands Hardware	017715/1	10/08/2025	Various Supplies	20900-3002-56030	94.10
Woodlands Hardware	017718/1	10/08/2025	Various Supplies	20900-3002-56030	139.99
Woodlands Hardware	017730/1	10/08/2025	Various Supplies	20900-3002-56030	15.00
WEX Bank	107663612	10/08/2025	Fleet Cards/FD	20900-3002-56120	1,350.36
AT & T Mobility	287334080831X09262025	10/08/2025	Fire Department	20900-3002-57160	332.12
TLC Uniforms	296105	10/08/2025	uniforms	20900-3002-56110	171.18
TLC Uniforms	296107	10/08/2025	uniforms	20900-3002-56110	378.00
Hub Furniture	4882	10/08/2025	Chair replacement	20900-3002-54050	3,035.03
Napa Auto Parts	563205	10/08/2025	open p.o. vehicle mainten	20900-3002-54040	31.98
Napa Auto Parts	563443	10/08/2025	open p.o. vehicle mainten	20900-3002-54040	20.97
Napa Auto Parts	564294	10/08/2025	Blanket PO	20900-3002-54040	12.99
Rentokil North America Inc.	82835868	10/08/2025	Fire Department	20900-3002-55030	172.71
Rentokil North America Inc.	82835980	10/08/2025	Fire Department	20900-3002-55030	158.10
Sharp Electronics Corporatio	9005467351	10/08/2025	Fire Department Copies	20900-3002-57090	254.29
PNM	INV0006176	10/08/2025	Fire Department	20900-3002-57170	1,076.43
PNM	INV0006181	10/08/2025	Fire Department	20900-3002-57170	108.46
NM Water Service Company	INV0006212	10/08/2025	FD Water Utilities	20900-3002-57173	84.68
Fund 20900 - Fire Protection Total:					7,538.70
Fund: 29700 - County EMS GRT					
AT & T Mobility	287334080831X09262025	10/08/2025	EMT	29700-2002-57160	103.55
Wilfred O. Chavez, Pharmacy	INV0006191	10/08/2025	Pharmacy Consultant	29700-2002-55999	125.00
Fund 29700 - County EMS GRT Total:					228.55
Fund: 30300 - State Legislative Appropriation Project					
Sharp Electronics Corporatio	14943682	10/08/2025	Police cabling 051625JA	30300-2002-58010	2,623.64
Fund 30300 - State Legislative Appropriation Project Total:					2,623.64
Fund: 30400 - Road/Street Projects					
HDR Engineering, Inc.	1200735582a	10/08/2025	Founders Way Construction	30400-2002-55030	18,015.25
HDR Engineering, Inc.	1200761837	10/08/2025	Damon street reconstruction	30400-2002-55030	891.85
HDR Engineering, Inc.	1200762645	10/08/2025	Proj Mangmn/Const Observa	30400-2002-58090	25,990.38
Fund 30400 - Road/Street Projects Total:					44,897.48
Fund: 39900 - Other Capital Projects					
HDR Engineering, Inc.	1200735582	10/08/2025	Founders Way Road Project -	39900-2002-55030	1,014.55
HDR Engineering, Inc.	1200761369	10/08/2025	On-Call Engineering	39900-2002-55030	601.09
Fund 39900 - Other Capital Projects Total:					1,615.64
Grand Total:					87,441.28

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	27,911.13
20200 - Environmental	1,719.84
20600 - Emergency Medical Services	906.30
20900 - Fire Protection	7,538.70
29700 - County EMS GRT	228.55
30300 - State Legislative Appropriation Project	2,623.64
30400 - Road/Street Projects	44,897.48
39900 - Other Capital Projects	1,615.64
Grand Total:	87,441.28

Account Summary

Account Number	Account Name	Expense Amount
11000-1001-57160	Telecommunications	53.00
11000-1009-56070	Supplies - Medical	2,525.38
11000-1009-57050	Employee Training	255.00
11000-2001-57160	Telecommunications	219.07
11000-2002-54040	Maintenance & Repairs -	3,166.28
11000-2002-54060	Maintenance Supplies	446.00
11000-2002-55030	Contract - Professional S	5,074.34
11000-2002-55999	Contract - Other Service	406.61
11000-2002-56999	Supplies - Other	299.99
11000-2002-57090	Printing/Publishing/Adv	264.31
11000-2002-57160	Telecommunications	525.00
11000-2002-57170	Utilities - Electricity	2,288.50
11000-2002-57171	Utilities - Natural Gas	99.88
11000-2002-57173	Utilities - Water	533.31
11000-2004-57050	Employee Training	255.00
11000-2004-57090	Printing/Publishing/Adv	311.52
11000-3001-54040	Maintenance & Repairs -	2,199.20
11000-3001-55030	Contract - Professional S	2,048.00
11000-3001-55999	Contract - Other Service	183.54
11000-3001-56010	Software	474.00
11000-3001-56030	Supplies - Field Supplies	104.06
11000-3001-56110	Supplies - Uniforms/Line	749.98
11000-3001-56120	Supplies - Vehicle Fuel	1,341.08
11000-3001-57160	Telecommunications	489.94
11000-3002-56120	Supplies - Vehicle Fuel	34.64
11000-3004-55999	Contract - Other Service	1,147.45
11000-4004-56999	Supplies - Other	475.23
11000-5101-55999	Contract - Other Service	487.36
11000-5101-56030	Supplies - Field Supplies	341.16
11000-5101-56120	Supplies - Vehicle Fuel	903.76
11000-5101-57160	Telecommunications	167.07
11000-5104-57170	Utilities - Electricity	41.47
20200-5009-55999	Contract - Other Service	1,719.84
20600-3003-56999	Supplies - Other	906.30
20900-3002-54040	Maintenance & Repairs -	65.94
20900-3002-54050	Maintenance & Repair -	3,035.03
20900-3002-55030	Contract - Professional S	330.81
20900-3002-56030	Supplies - Field Supplies	351.40
20900-3002-56110	Supplies - Uniforms/Line	549.18
20900-3002-56120	Supplies - Vehicle Fuel	1,350.36
20900-3002-57090	Printing/Publishing/Adv	254.29
20900-3002-57160	Telecommunications	332.12
20900-3002-57170	Utilities - Electricity	1,184.89
20900-3002-57173	Utilities - Water	84.68
29700-2002-55999	Contract - Other Service	125.00
29700-2002-57160	Telecommunications	103.55
30300-2002-58010	Buildings & Structures	2,623.64

Account Summary

Account Number	Account Name	Expense Amount
30400-2002-55030	Contract - Professional S	18,907.10
30400-2002-58090	Roadways/Bridges	25,990.38
39900-2002-55030	Contract - Professional S	1,615.64
Grand Total:		87,441.28

Project Account Summary

Project Account Key	Expense Amount
None	87,441.28
Grand Total:	87,441.28

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

MUNICIPAL CLERK



Rio Communities Veterans Memorial

September 2025

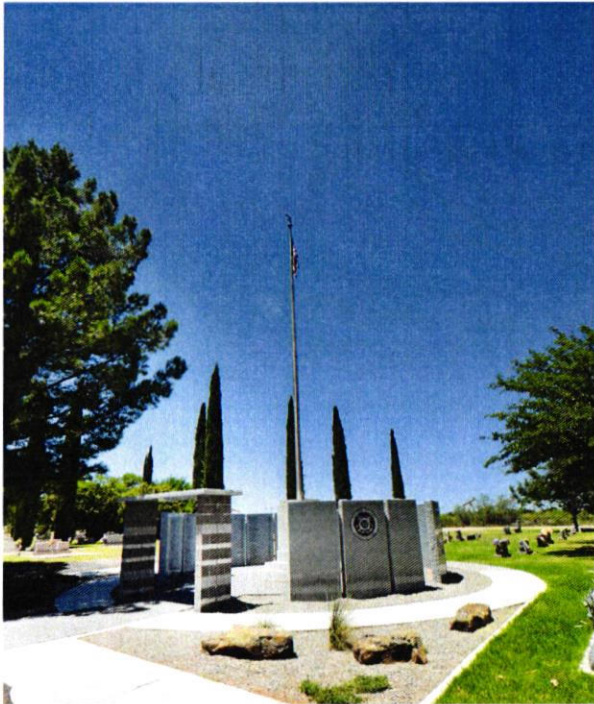


Consideration for Veterans Memorials

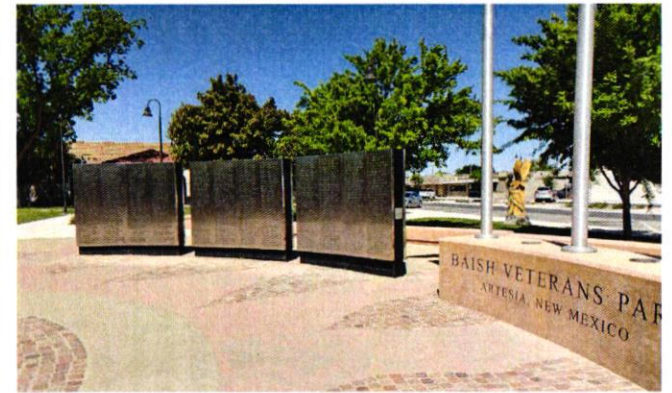
- Provide a space to honor veterans.
- ADA accessibility.
- Safe, secure and respectful.
- How the site will be used? Will there be events?
- What elements should be included? (Branches of service, special designations, specific conflicts).
- Maintenance and budget.
- Management.



- Materials play a vital role in expressing the spirit of a veterans memorial.
- They should be durable, timeless, and high-quality, yet simple enough to keep the focus on the veterans.



Stone



Metal



Materials

Rio Communities Veterans Memorial | September 2025

- Typical feature elements may include flags, branches of service, recognition of individual veterans. Some memorials also include conflicts, specific groups, or special designations.
- Long term maintenance, management and future expansion should be considered when deciding features, materials and location.



Flags



Seals



Features - Flags & Seal

Rio Communities Veterans Memorial | September 2025



Plaques



Engraved Bricks



Name Display

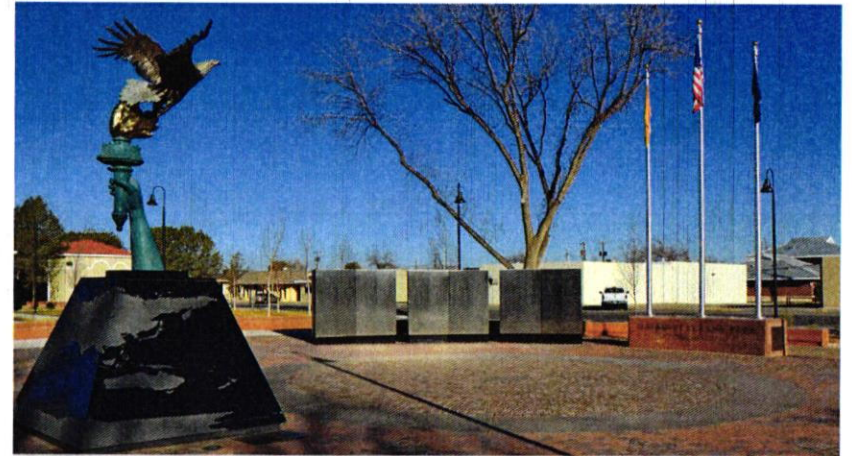


Features - Recognizing the Veterans

Rio Communities Veterans Memorial | September 2025



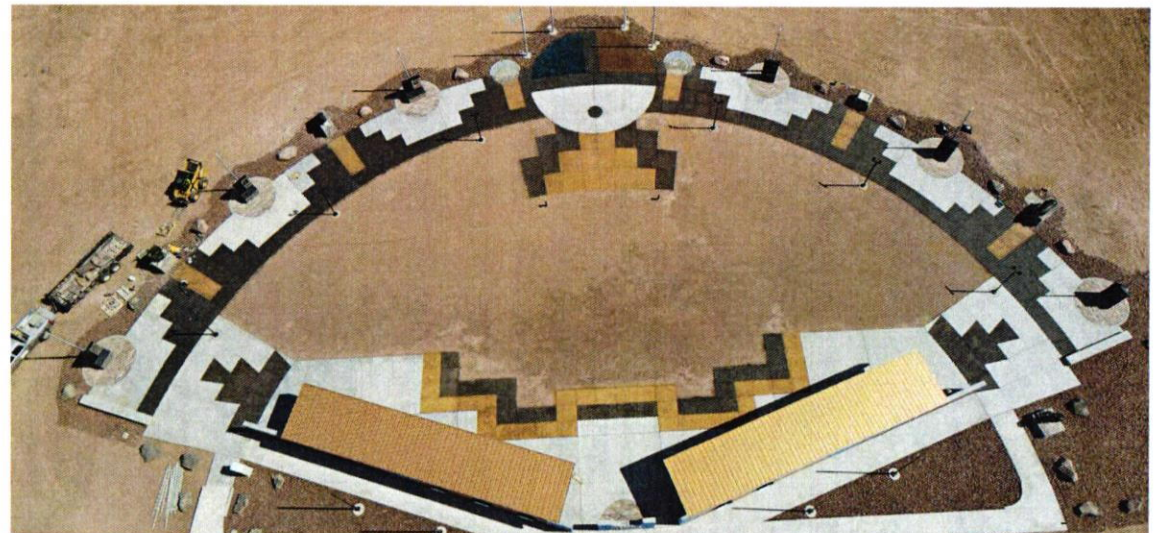
- Artwork or other objects can enhance a memorial and highlight the communities' history and culture.



Art



Tribute Sculpture



Features - Art & Sculptures

Rio Communities Veterans Memorial | September 2025



A more private enclosed space



A place of discovery



An event space with multiple functions along with the memorial

- Layout and scale can work together to shape a meaningful space that supports a range of activities based on user needs.

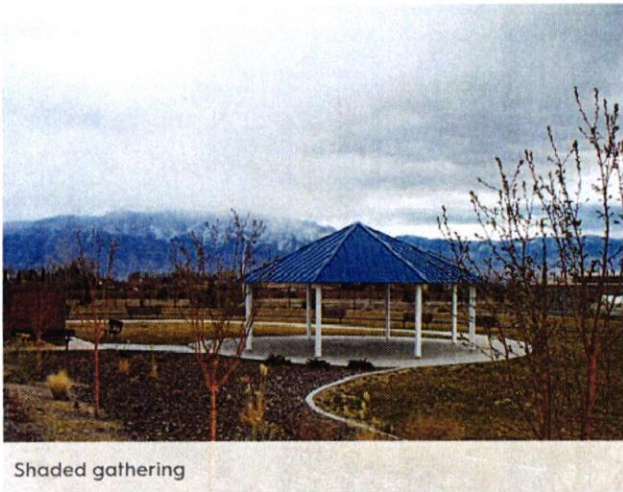


Experience

Rio Communities Veterans Memorial | September 2025



- In addition to programming, lighting and maintenance considerations are also essential.



Shaded gathering



Lighting



Veteren's Day Events



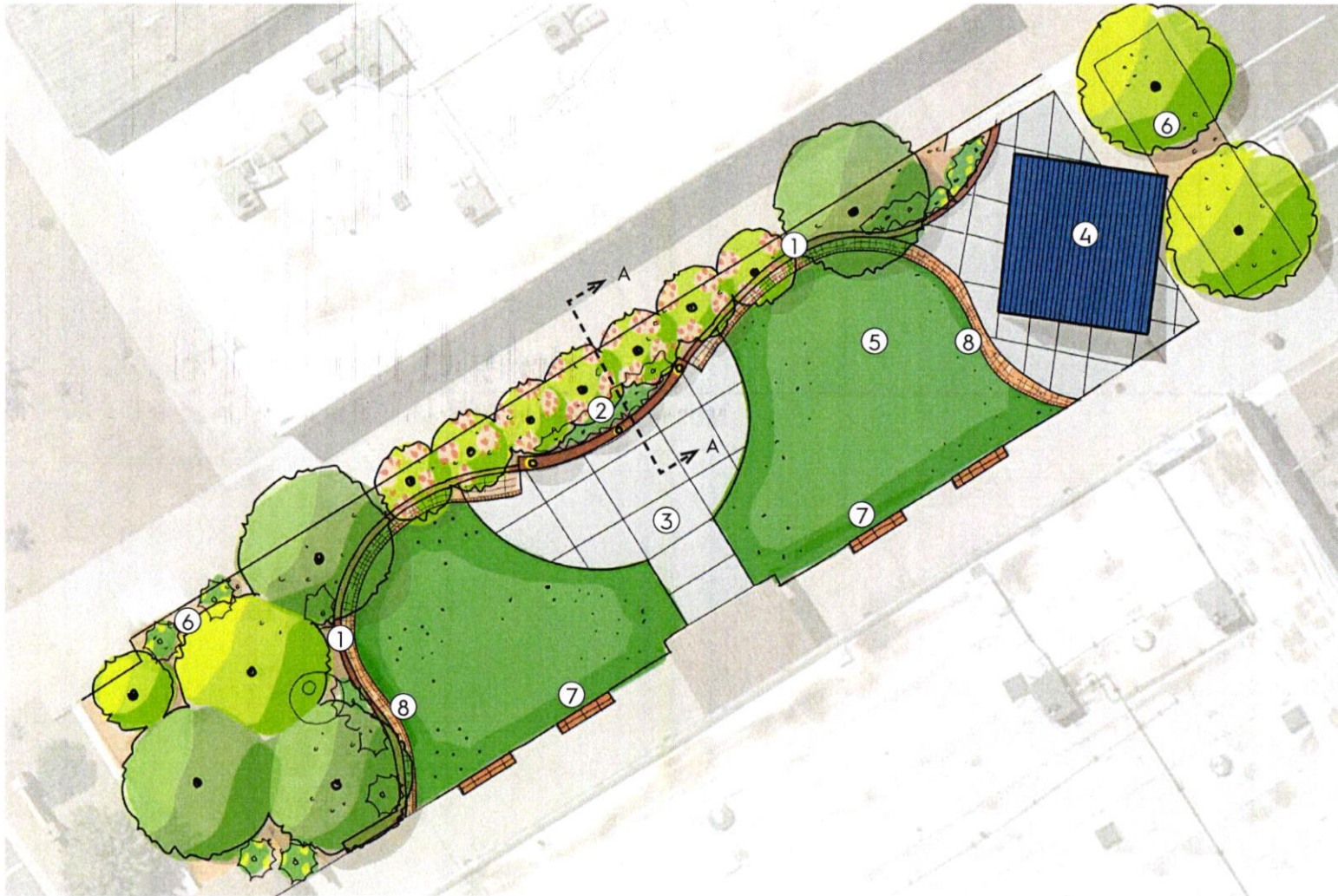
Programming

Rio Communities Veterans Memorial | September 2025



Map of Rio Community

Rio Communities Veterans Memorial | September 2025



Legend

- ① Memorial Wall
- ② Flagpoles (3)
- ③ Plaza
- ④ Shaded Seating Area
- ⑤ Artificial Turf Viewing Area
- ⑥ Shade Trees
- ⑦ Seat Wall
- ⑧ Memorial Brick Band

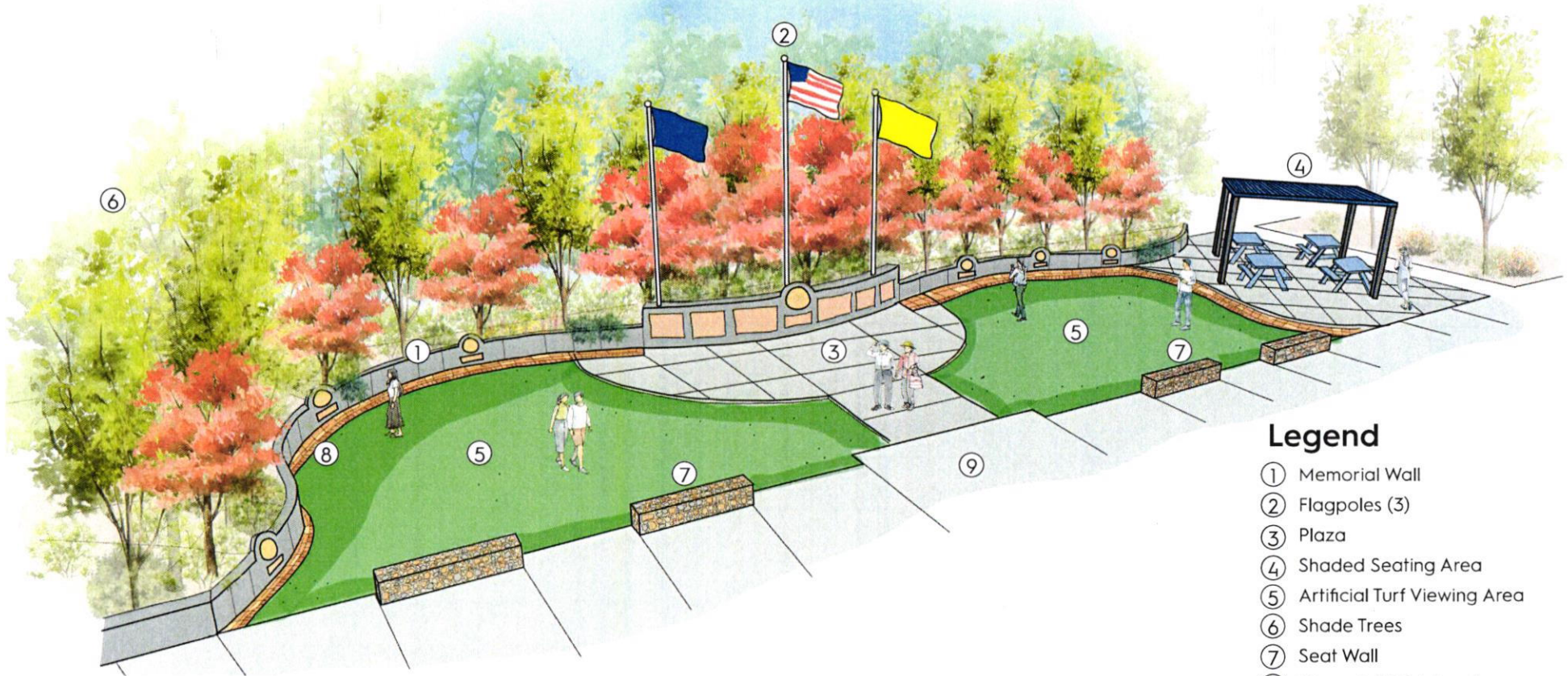
Note: Verification of utility lines is required before proceeding with this concept.



Conceptual Design

Rio Communities Veterans Memorial | September 2025





Legend

- ① Memorial Wall
- ② Flagpoles (3)
- ③ Plaza
- ④ Shaded Seating Area
- ⑤ Artificial Turf Viewing Area
- ⑥ Shade Trees
- ⑦ Seat Wall
- ⑧ Memorial Brick Band
- ⑨ Existing Sidewalk to Remain



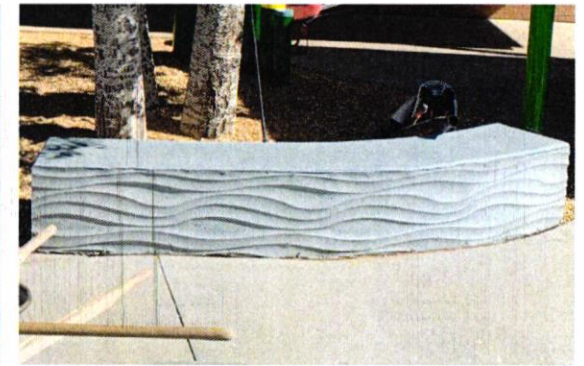
Perspective View

Rio Communities Veterans Memorial | September 2025

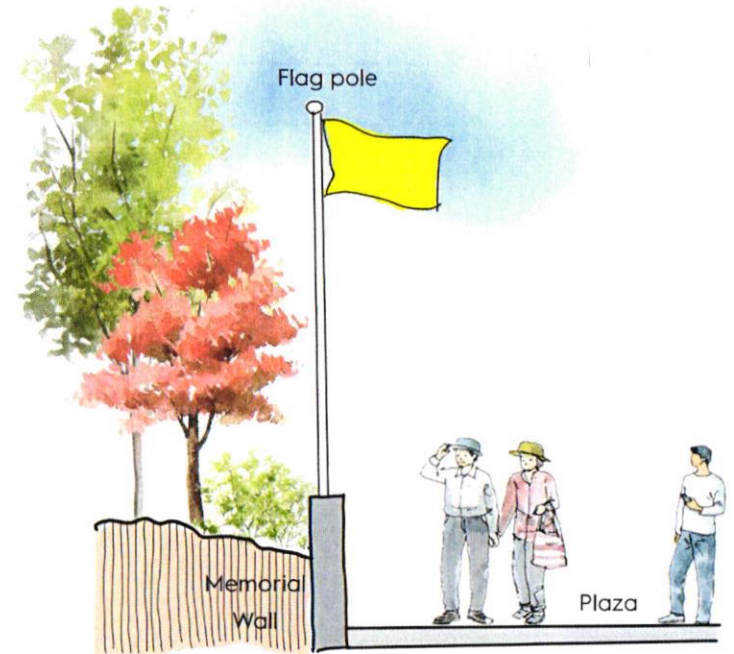




Concrete Formliners



Metal Plaques



Section AA



Perspective Views & Precedents

Rio Communities Veterans Memorial | September 2025



Costs for Phase 1 Only

PHASE 1

ITEM	UNIT	UNIT COST	QTY	ITEM COST
GRADING & DEMOLITION				
GRADING	SF	\$2.00	3,725	\$7,450
SITE CLEANUP	LS	\$1,000.00	1	\$1,000
UTILITY ALLOWANCE	LS	\$25,000.00	1	\$25,000
GRADING & DEMOLITION TOTAL				\$33,450
HARDSCAPE				
FLAGPOLES	EA	\$8,000.00	3	\$24,000
MEMORIAL WALL WITH PLAQUES + SEAL	LF	\$250.00	42	\$10,500
MEMORIAL BRICK BAND	SF	\$30.00	13	\$390
4" THICK CONCRETE	SF	\$18.00	700	\$12,600
HARDSCAPE TOTAL				\$47,490
LANDSCAPE				
SEAT WALL	LF	\$150.00	32	\$4,800
LANDSCAPE TOTAL				\$4,800
SUBTOTAL				\$85,740.00
CONTRACTOR GENERAL CONDITIONS, OVERHEAD & PROFIT, BOND (25%)				\$21,435.00
CONTINGENCY (10%)				\$8,574.00
PRE-TAX CONSTRUCTION TOTAL				\$115,749.00
DESIGN ALLOWANCE (15%)				\$17,362.35
NMGR 8.300%				\$9,607.17
CONSTRUCTION TOTAL W/ TAX				\$142,718.52

Costs for Full Build Out

FULL BUILD OUT

ITEM	UNIT	UNIT COST	QTY	ITEM COST
GRADING & DEMOLITION				
GRADING	SF	\$2.00	5,500	\$11,000
SITE CLEANUP	LS	\$1,000.00	1	\$1,000
UTILITY ALLOWANCE	LS	\$25,000.00	1	\$25,000
GRADING & DEMOLITION TOTAL				\$37,000
HARDSCAPE				
SHADE STRUCTURE	EA	\$24,000.00	1	\$24,000
FLAGPOLES	EA	\$8,000.00	3	\$24,000
MEMORIAL WALL WITH PLAQUES + SEAL	LF	\$250.00	125	\$31,250
MEMORIAL BRICK BAND	SF	\$30.00	250	\$7,500
4" THICK CONCRETE	SF	\$18.00	1,475	\$26,550
HARDSCAPE TOTAL				\$113,300
LANDSCAPE				
CRUSHED GRAVEL MULCH (3/4" - 1")	SF	\$3.50	2,300	\$8,050
PICNIC TABLE	EA	\$4,000.00	2	\$8,000
TRASH RECEPTACLE	EA	\$1,500.00	2	\$3,000
6'-0" HIGH FENCE	LF	\$80.00	140	\$11,200
SEAT WALL	LF	\$150.00	32	\$4,800
ARTIFICIAL TURF	SF	\$11.00	2,075	\$22,825
TREES (2" CAL.)	EA	\$1,000.00	15	\$15,000
SHRUBS AND GRASSES (5 GAL.)	EA	\$75.00	20	\$1,500
LANDSCAPE TOTAL				\$74,375
IRRIGATION				
IRRIGATION SYSTEM	SF	\$7.00	2,300	\$16,100
IRRIGATION TOTAL				\$16,100
SUBTOTAL				\$240,775.00
CONTRACTOR GENERAL CONDITIONS, OVERHEAD & PROFIT, BOND (25%)				\$60,193.75
CONTINGENCY (10%)				\$24,077.50
PRE-TAX CONSTRUCTION TOTAL				\$325,046.25
DESIGN ALLOWANCE (15%)				\$48,756.94
NMGR 8.300%				\$26,978.84
CONSTRUCTION TOTAL W/ TAX				\$400,782.03



Opinion of Probable Construction Costs

Rio Communities Veterans Memorial | September 2025



State of New Mexico
City of Rio Communities
Resolution 2025 - 27

**AMENDING PROJECT SCOPE—NMDOT CONTRACT D20396
CONTROL NO. HW2L300355
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION
DAMON STREET IMPROVEMENTS**

- WHEREAS, the City of Rio Communities and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- WHEREAS, the total allowable cost of the LGRF grant project is \$234,648, as budgeted in Grant Agreement Contract No. D20396; and
- WHEREAS, the current projected cost of the project after the approved notice of award is \$141,656.40; and
- WHEREAS, adding 300 linear feet of additional roadway improvements would add an additional estimated cost of \$49,709.70, raising the total project cost to \$191,366.10; and
- WHEREAS, the increase in project size (adding 300 feet of additional roadway improvements) will aid the safety and general welfare of the City of Rio Communities and its residents.

Now therefore, be it resolved in official session that the City of Rio Communities determines, resolves, and orders as follows:

NOW therefore, be it resolved that the City of Rio Communities requests an amendment to Cooperative Agreement Control Number HW2-L300355 with the New Mexico Department of Transportation for LGRF Project; extending the northern termini of the project AN ADDITIONAL 335 feet north for the Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Roadway Lighting, Miscellaneous, Design, Construction within the control of the Governing Body in the City of Rio Communities in Valencia County, New Mexico.

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF OCTOBER, 2025 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

Joshua Ramsell, Mayor

Lawrence R. Gordon, Mayor Pro-tem

Arthur Apodaca, Councilor

Thomas Nelson, Councilor

Matthew Marquez, Councilor

ATTEST:

Dr. Martin Moore, Acting Municipal Clerk



CITY OF RIO COMMUNITIES

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

Draft

October 14, 2025

Peter J. Kubiak
LGRF Coordinator
7500 Pan American Freeway NE
P.O Box 91750
Albuquerque NM 87109

Re: Request to Amend Local Government Road Fund Cooperative Agreement HW2L300355 to extend the existing termini limits.

Dear Mr. Kubiak,

The City of Rio Communities (City) is requesting to amend Local Government Road Fund Cooperative Agreement HW2L300355 to extend the project termini limits. The existing termini limits are from the intersection with Horner Street traversing to McKnight Place. The requested amended limits would extend the termini about 335 feet north.

The reason for this request is due to the winning bid coming in lower than the estimated project cost. This allows for additional funds to be available in grant HW2L300355. The City's intent with this request is to maximize the use of the available grant funds.

We hope this request to amend the termini limits for L300355 will be approved and we can immediately move forward with the necessary design and contractual efforts.

Sincerely,

Dr. Martin D. Moore, PhD
City Manager and Acting Municipal Clerk

Current Local Government Road Fund Cooperative



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Transportation

P O Box 1149
Santa Fe NM 87504-1149
United States

Approved

Purchase Order 80500-0000406562	Date 09-18-2024	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer BETTY ROMERO	Phone	Currency USD

Dispatch Via Print

Supplier: 0000110108
CITY OF RIO COMMUNITIES
360 RIO COMMUNITIES BLVD
RIO COMMUNITIES NM 87002-
0000
United States

Ship To: 03 DISTRICT 3
United States

Bill To: P O Box 1149
Santa Fe NM 87504-
1149
United States

Origin: CON **ExclExcl#:**

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1 - 1	LGRF, FY25, L300355, COOP	1.00	EA	\$175,986.00	\$175,986.00	09/18/2024
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80500-20300-9072030000-547400-57400- -HW2L300355- -125-I0000

Schedule Total \$175,986.00

Contract ID: D20396

Contract Line: 0

Release: 1

Category Line: 0

Item Total \$175,986.00

Total PO Amount \$175,986.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Contract No. D20396
 Vendor No. 00000110108
 Control No. HW2L300355

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Rio Communities** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L300355, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Thirty Four Thousand Six Hundred Forty Eight Dollars and No Cents (\$234,648)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$175,986	\$58,662	\$234,648
For the purpose stated above in Section 1.			
Total Project Cost \$234,648			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Mallory Manzanarez Date: 09/16/24
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:
By: Sunderpet Kaur Date: 09/16/24
Assistant General Counsel

City of Rio Communities

By: [Signature] Date: 7/8/2024
Title: Mayer

Attest: [Signature]
City of Rio Communities Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI:

SCOPE OF WORK:

[illegible]

EXHIBIT C
City of Rio Communities RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Rio Communities** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$234,648** to be funded in proportional share by the parties hereto as follows:

CN L300355 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
FY 2025 Local Government Road Fund	\$175,986	\$58,662	\$234,648
Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management			

WHEREAS, the **City of Rio Communities** shall pay all costs, which exceed the total project cost of **\$234,648**.

NOW THEREFORE, be it resolved in official session that **City of Rio Communities** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **City of Rio Communities** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Rio Communities**, _____ (name or title), shall have signature authority to bind the **City of Rio Communities** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Rio Communities** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Rio Communities** to enter into Cooperative Agreement for Project Control Number **L300355** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Damion St - Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management** within the control of **City of Rio Communities** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITES
RESOLUTION 2024-06**

**APPROVAL OF
New Mexico Department of Transportation Local Government Road Fund
Agreement (LGRF)**

WHEREAS, the City of Rio Communities and the New Mexico Department of Transportation will enter into a Cooperative Agreement, and;

WHEREAS, the total cost of the project will be \$234,648 to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 75% or \$175,986, and;

The City of Rio Communities' proportional matching share shall be 25% or \$58,662,

TOTAL PROJECT COST IS \$234,648.


WHEREAS, the City of Rio Communities shall pay all costs which exceed the total amount of \$234,648.

WHERE AS, The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. HW2L300355, and the Public Entity's Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management. The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

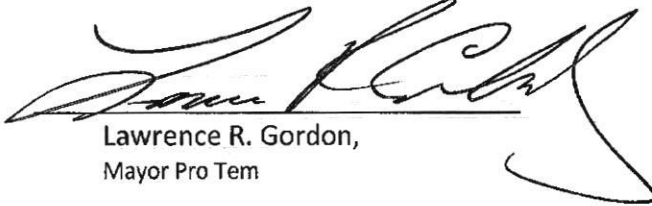
NOW, THEREFORE, BE IT RESOLVED, THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO, determines, resolves and orders that the Cooperative Agreement is adopted and has a priority standing. The agreement terminates on December 31, 2025 and the City of Rio Communities incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

BE IT FURTHER RESOLVED BY THE CITY of RIO COMUNITIES, NEW MEXICO to enter into Control Number HW2L300355 with the New Mexico Department of Transportation for LGRF Project for year 2024 to 2025

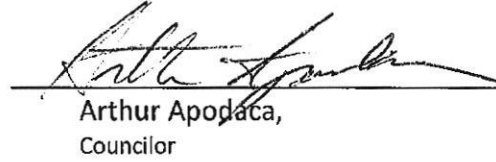
PASSED, APPROVED AND ADOPTED THIS 8TH DAY OF JULY 2024 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.



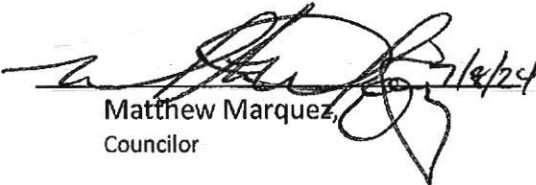
Joshua Ramsell,
Mayor



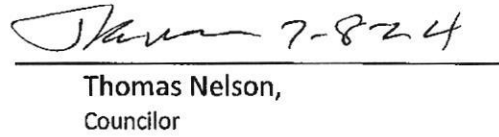
Lawrence R. Gordon,
Mayor Pro Tem



Arthur Apodaca,
Councilor



Matthew Marquez,
Councilor



Thomas Nelson,
Councilor

ATTEST:



Martin Moore, Municipal Clerk

RESOLUTION 2024-06

**AMENDMENT TO JOINT POWERS AGREEMENT
BETWEEN CITY OF BELEN, VILLAGE OF LOS LUNAS,
VILLAGE OF BOSQUE FARMS, THE CITY OF RIO
COMMUNITIES, AND VALENCIA COUNTY, NEW MEXICO**

WHEREAS, in June of 2006, the City of Belen, Village of Los Lunas, Village of Bosque Farms, and Valencia County, New Mexico, entered into a Joint Powers Agreement establishing the Valencia County Regional Emergency Communication Center ("VRECC") (the "June 2006 Joint Powers Agreement");

WHEREAS, in September of 2016, the City of Rio Communities was added as a member of the VRECC by the Amendment of the Joint Powers Agreement (the "September 2016 Amendment");

WHEREAS, in April 2023, the Village of Bosque Farms was designated as the new fiscal agent pursuant to an amendment to the Joint Powers Agreement (the "April 2023 Amendment");

WHEREAS, the parties to the JPA desire to further amend the Agreement to enhance the operational and financial independence of VRECC;

WHEREAS, the Municipalities and the County who are the parties to the Joint Powers Agreement consent to the addition of the Town of Peralta as a member of the VRECC;

WHEREAS, the Town of Peralta agrees to become a member of the VRECC and to be bound by the terms of the June 2006 Joint Powers Agreement establishing the VRECC and all subsequent Amendments;

WHEREAS, Article V, Section D of the June 2006 Joint Powers Agreement and Article V, Section E of the September 2016 Amendment allow for written amendments to the Joint Powers Agreement upon agreement of all parties and approval by the New Mexico Department of Finance and Administration; and

WHEREAS, the parties agree that it is in the best interest of VRECC to change the current fiscal agent from the Village of Bosque Farms to the City of Belen, and to authorize VRECC to obtain federal and state tax identification numbers for the purpose of establishing vendor accounts and conducting financial transactions.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

The Town of Peralta is hereby admitted as a member of VRECC and, except as amended by this agreement, agrees to be bound by the terms of the 2006 Joint Powers Agreement establishing VRECC and all subsequent Amendments. The parties further agree to change the current fiscal agent from the Village of Bosque Farms to the City of Belen. In addition, the parties authorize VRECC's District Director to obtain federal and state tax identification numbers for the purpose of establishing vendor accounts and conducting

financial transactions. The parties hereby further agree that the Joint Powers Agreement establishing the Valencia County Regional Emergency Communication Center is amended as follows:

Article II, Section B of the September 2016 Amendment is hereby amended to read:

ARTICLE II

DUTIES AND RESPONSIBILITIES OF THE BOARD

B. REPRESENTATIVES

12. A member of the Governing body of the Town of Peralta, and
13. The Town Administrator/ Clerk of the Town of Peralta or designated representative.

Article III, Section A of the June 2006 Joint Powers Agreement is hereby amended to read:

ARTICLE III

ORGANIZATION OF DISTRICT EMPLOYEES

A. District Director

9. Obtaining federal and state tax identification numbers to establish vendor accounts, receive funds, and conduct financial transactions in compliance with applicable state and federal laws.

Article IV, Section A of the April 2023 Amendment is hereby amended to read:

ARTICLE IV

FINANCING OF THE DISTRICT

A. FISCAL AGENT

The City of Belen shall act as the Fiscal Agent for the District and shall collect all revenues accruing to, make all disbursements for, and be responsible for financial reports pertaining to the operations of the District and/or when requested by the VRECC Finance Manager consistent with VRECC Resolution No. 2022-05 ("A Resolution Approving a Budget Adjustment to Fund a Finance Officer Position").

Except as modified hereby, all of the terms and articles of the June 2006 Joint Powers Agreement, the September 2016 Amendment and the April 2023 Amendment shall remain in full force and effect and are hereby confirmed in all respects.

IN WITNESS WHEREOF the parties have executed this Amendment as the dates documented below.

City of Belen

Robert C. Noblin, Jr., Mayor

Attest: _____
Roseann Peralta, City Manager

Date: _____

Approved as to the form

City Attorney

Valencia County

Gerard Saiz, Commissioner Chair

Attest: _____
Jhonathan Aragon, County Manager

Date: _____

Approved as to the form

County Attorney

Village of Los Lunas

Charles Griego, Mayor

Attest: _____
Gregory D. Martin, MPA, ICMA-CM,
Village Administrator

Date: _____

Approved as to the form

Village Attorney

Village of Bosque Farms

Chris Gillespie, Mayor

Date: _____

Attest: _____
Michael Angelo Limon, Village Clerk

Approved as to the form

Village Attorney

City of Rio Communities

Joshua Ramsell, Mayor

Date: _____

Attest: _____
Dr. Martin D. Moore, Ph.D., City Manager

Approved as to the form

City Attorney

Town of Peralta

Bryan R. Olguin, Mayor

Date: _____

Attest: _____
Kori Taylor, Town Clerk

Approved as to the form

Town Attorney

This Amendment has been approved by the State of New Mexico, Department of Finance & Administration as of the date noted below.

By _____ Date _____
Wayne Propst, Secretary

VALENCIA REGIONAL EMERGENCY COMMUNICATIONS CENTER

Resolution No. 2025-07

A RESOLUTION DIRECTING THE DISTRICT DIRECTOR TO AMEND THE JOINT POWERS AGREEMENT TO CHANGE FISCAL AGENTS, OBTAIN FEDERAL AND STATE TAX IDENTIFICATION NUMBERS, AND ADD THE TOWN OF PERALTA AS A SIGNATORY PARTY

WHEREAS, the Valencia Regional Emergency Communications Center (VRECC) operates under a Joint Powers Agreement (JPA) approved by its signatory governmental entities and administered by the VRECC 911 Board; and

WHEREAS, the VRECC 911 Board has determined that it is in the best interest of the agency to designate a new fiscal agent to ensure continued fiscal efficiency, autonomy, and accountability; and

WHEREAS, the VRECC requires its own federal and state tax identification numbers to support independent financial operations and compliance with state and federal regulations; and

WHEREAS, the Town of Peralta has expressed interest in becoming a full signatory to the JPA, and the Board supports its formal inclusion to promote regional collaboration and shared responsibility for public safety services;

NOW, THEREFORE, BE IT RESOLVED BY THE VALENCIA REGIONAL EMERGENCY COMMUNICATIONS CENTER 911 BOARD THAT:

1. The District Director is hereby directed to initiate and complete the necessary steps to amend the current Joint Powers Agreement (JPA) to:
 - Designate a new fiscal agent for the Valencia Regional Emergency Communications Center;
 - Add the Town of Peralta as a signatory to the JPA;
 - Incorporate any related updates required by the New Mexico Department of Finance and Administration (DFA) for approval of the amended JPA.
2. The District Director is further directed to apply for and obtain independent federal and state tax identification numbers for VRECC.

3. The District Director shall coordinate with legal counsel and all current and prospective signatory entities to facilitate the amendment process and ensure timely submission of the revised JPA to the DFA for final approval.

4. The District Director shall provide regular updates to the 911 Board on the progress of the amendment, fiscal transition, and tax identification efforts until completion.

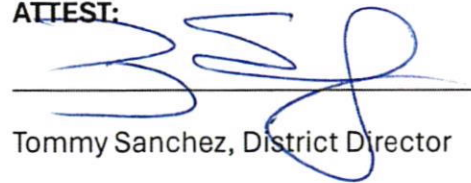
PASSED, APPROVED, AND ADOPTED this 24 day of July, 2025, by the Valencia Regional Emergency Communications Center 911 Board.

ATTEST: APPROVED:

A blue ink signature of Chief Andrew Owen, written over a horizontal line.

Chief Andrew Owen, Chair

ATTEST:

A blue ink signature of Tommy Sanchez, written over a horizontal line.

Tommy Sanchez, District Director