



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, March 09, 2026 6:00 PM
Agenda

Please silence all electronic devices.

Mayor - Joshua Ramsell

Mayor Pro Tem - Lawrence R. Gordon

Council – Michael Melendez, Thomas Nelson, Matthew Marquez

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Consent Agenda

- 1. Approval of Minutes February 23, 2026 Regular Meeting.**
- 2. 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.

Public Hearing - For the purpose of Replat for Proposed Location: UPC 1010026030274000000 Subd: TIERRA DEL SUR PHASE 1 Lot: 3 Block: 1 D-5-27 1999 REV, UPC 1010026040261000000 Subd: TIERRA DEL SUR PHASE 1 Lot: 4 Block:1 D-5-27 1999 REV

Motion and roll call vote to recess Regular Business Meeting session and to go into Public Hearing

Consideration of Replat for Proposed Location: UPC 1010026030274000000 Subd: TIERRA DEL SUR PHASE 1 Lot: 3 Block: 1 D-5-27 1999 REV, UPC 1010026040261000000 Subd: TIERRA DEL SUR PHASE 1 Lot: 4 Block:1 D-5-27 1999 REV

Motion and roll call vote to go back into Regular Business Meeting session

Action Items

- 3. Discussion, Consideration, and Decision – Approval of Facts and Findings for Tierra Del Sur Replatting.**
- 4. Discussion, Consideration, and Decision – Approval of Replat for Proposed Location: UPC 1010026030274000000 Subd: TIERRA DEL SUR PHASE 1 Lot: 3 Block: 1 D-5-27 1999 REV, UPC 1010026040261000000 Subd: TIERRA DEL SUR PHASE 1 Lot: 4 Block:1 D-5-27 1999 REV**

Manager Report

- 5. Fees for the City**

a) IPRA

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.

- b) Fire Inspections for Businesses (Annual Fee)
 - c) Burn Permit
 - d) Facility Rental
6. Update on Maverick
 7. Update on Municipal Judge.
 8. Purchase of Storage Units
 9. Update of Don Diego
 10. Update on Goodman Ave
 11. Update on Damon St
 12. Discussion of Revenue needs for Fiscal Year 2026-2027

Action Items

13. Discussion, Consideration, and Decision – Appointment to Replace Michael Melendez on Planning and Zoning Commission.
14. Discussion, Consideration, and Decision – Resolution 2026-02 – Accepting Grant Agreement for New Mexico Department of Transportation (NMDOT) Appropriation ID I3329 NMDOT Control Number C3243329 to Plan, Design, Construct and Equip Street Lights on Horner Street in Rio Communities in Valencia County.
15. Discussion, Consideration, and Decision – Approval of Resolution 2026-03 New Mexico Department of Transportation -Municipal Arterial Program (MAP) Application
16. Discussion, Consideration, and Decision – Approval of Resolution 2026-04 for New Mexico Department of Transportation -LGRF Cooperative Agreement Program Grant
17. Discussion, Consideration, and Decision – Approval of Resolution 2026-05 Declaring 303 Horner as a Dangerous/ Nuisance Property.

Executive Session - For the purpose of Discussing the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)

- * 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:

Action Items

18. Discussion, Consideration, and Decision – Approval to Lease for Exclusive Retail use, 639 Sq Feet of Space inside the City Complex Building Located at 360 Rio Communities Blvd.

Council Discussion

Our Next Regular Scheduled Meeting will be Monday, March 23, 2026 at 6:00pm

Adjourn

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

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Expense Approval Register

Packet: APPKT01831 - AP 3.3.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
Maloy Mobile Storage Inc.	0341498-IN	03/03/2026	40' Storage Container Serial#	11000-5101-55999	243.68
PNM	05296908-D	03/03/2026	City Hall	11000-2002-57170	173.20
PNM	05296917-D	03/03/2026	City Hall	11000-2002-57170	107.05
PNM	05296926-D	03/03/2026	City Hall	11000-2002-57170	626.11
PNM	05488853-D	03/03/2026	City Hall	11000-2002-57170	53.99
PNM	05571441-D	03/03/2026	City Hall	11000-2002-57170	86.84
NM Gas Co	0702605-4-B	03/03/2026	Gas SVS City Hall	11000-2002-57171	738.07
PNM	13826377-D	03/03/2026	Streetlights-Electricity-Utiliti	11000-5104-57170	198.51
J-H Supply Company	2025-1655	03/03/2026	street signs	11000-5104-56030	359.60
Craig Independent Tire Co.	2025-16661	03/03/2026	new tires for f-350	11000-5101-54040	1,602.57
T-Mobile USA Inc.	206307419 \$225.63	03/03/2026	Data SIM and Unlimited Data	11000-3001-55999	225.63
PNM	23186824-D	03/03/2026	City Hall	11000-2002-57170	39.48
Comcast Business	256418924;258893253	03/03/2026	City Hall Fiber	11000-2002-57160	2,123.63
Napa Auto Parts	575568	03/03/2026	Blanket PO for Parts	11000-5101-54040	207.99
Maloy Mobile Storage Inc.	INV DATE2/24/2026	03/03/2026	40' Rental Container Buyout	11000-5101-58020	4,180.00
Maloy Mobile Storage Inc.	INV DATE2/24/2026	03/03/2026	40' Rental Container Buyout	11000-5101-58020	5,380.00
411 Equipment, LLC	INV#0003555	03/03/2026	parts for street sweeper	11000-5101-54040	1,796.10
Woodlands Hardware	INV#0186401	03/03/2026	Various Supplies	11000-5101-56030	799.60
Woodlands Hardware	INV#0186831	03/03/2026	Various Supplies	11000-5101-56030	91.97
Woodlands Hardware	INV#0187031	03/03/2026	Various Supplies	11000-5101-56030	170.20
Woodlands Hardware	INV#0187631	03/03/2026	Various Supplies	11000-5101-56030	7.13
WEX Bank	INV#110953117	03/03/2026	Fleet Cards/CM	11000-2001-56120	17.16
WEX Bank	INV#110953117	03/03/2026	Fleet Cards/PD	11000-3001-56120	986.98
WEX Bank	INV#110953117	03/03/2026	Fleet Cards/PW	11000-5101-56120	619.42
NM Municipal Clerks & Finan	INV#17222	03/03/2026	CMA registration M. Moore	11000-2001-57150	100.00
DBC Waters LLC	INV/TICKET #1083076	03/03/2026	Bottled Water Delivery SVS	11000-2002-56060	29.35
Fund 11000 - General Operating Fund Total:					20,964.26
Fund: 20600 - Emergency Medical Services					
Linde Gas & Equipment Inc.	INV#54488766	02/25/2026	medical oxygen. Blanket P.O	20600-3003-56999	189.25
Linde Gas & Equipment Inc.	INV#53964880	03/03/2026	medical oxygen. Blanket P.O	20600-3003-56999	184.54
Boundtree Medical	INV#86108205	03/03/2026	medical supplies	20600-3003-56070	21.49
Fund 20600 - Emergency Medical Services Total:					395.28
Fund: 20900 - Fire Protection					
NM Gas Co	0529640-8-B	03/03/2026	Gas SVS FD	20900-3002-57171	495.54
PNM	05296409-D	03/03/2026	Fire Department	20900-3002-57170	659.44
PNM	05508412-D	03/03/2026	Fire Department	20900-3002-57170	132.34
PNM	13758565-D	03/03/2026	Fire Department	20900-3002-57170	103.75
LN Curtis	INV #1044351	03/03/2026	annual maintenance	20900-3002-54020	1,480.00
Napa Auto Parts	INV #575162	03/03/2026	Blanket PO	20900-3002-54040	66.46
Woodlands Hardware	INV# 019086-1	03/03/2026	open p.o daily needs	20900-3002-54060	59.13
Woodlands Hardware	INV#019047-1	03/03/2026	open p.o daily needs	20900-3002-54060	30.30
Woodlands Hardware	INV#019066-1	03/03/2026	open p.o daily needs	20900-3002-54060	13.04
Napa Auto Parts	INV#0191431	03/03/2026	Blanket PO	20900-3002-54040	4.44
Napa Auto Parts	INV#0191501	03/03/2026	Blanket PO	20900-3002-54040	12.99
WEX Bank	INV#110953117	03/03/2026	Fleet Cards/FD	20900-3002-56120	1,528.23
Ortega and Son's Propane Se	INV#543470	03/03/2026	propane open p.o.	20900-3002-57172	553.58
Napa Auto Parts	INV#574979	03/03/2026	open p.o. vehicle maintenanc	20900-3002-54040	61.65
Fund 20900 - Fire Protection Total:					5,200.89
Fund: 21100 - Law Enforcement Protection					
Darren R or Charlene M Trexl	INV DATE2/03/2026	03/03/2026	QTY20 Firearms. 20 Gold Dot	21100-3001-56030	5,116.00
Fund 21100 - Law Enforcement Protection Total:					5,116.00
Grand Total:					31,676.43

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	20,964.26
20600 - Emergency Medical Services	395.28
20900 - Fire Protection	5,200.89
21100 - Law Enforcement Protection	5,116.00
Grand Total:	31,676.43

Account Summary

Account Number	Account Name	Expense Amount
11000-2001-56120	Supplies - Vehicle Fuel	17.16
11000-2001-57150	Subscriptions & Dues	100.00
11000-2002-56060	Supplies - Kitchen	29.35
11000-2002-57160	Telecommunications	2,123.63
11000-2002-57170	Utilities - Electricity	1,086.67
11000-2002-57171	Utilities - Natural Gas	738.07
11000-3001-55999	Contract - Other Service	225.63
11000-3001-56120	Supplies - Vehicle Fuel	986.98
11000-5101-54040	Maintenance & Repairs -	3,606.66
11000-5101-55999	Contract - Other Service	243.68
11000-5101-56030	Supplies - Field Supplies	1,068.90
11000-5101-56120	Supplies - Vehicle Fuel	619.42
11000-5101-58020	Equipment & Machinery	9,560.00
11000-5104-56030	Supplies - Field Supplies	359.60
11000-5104-57170	Utilities - Electricity	198.51
20600-3003-56070	Supplies - Medical	21.49
20600-3003-56999	Supplies - Other	373.79
20900-3002-54020	Maintenance & Repairs -	1,480.00
20900-3002-54040	Maintenance & Repairs -	145.54
20900-3002-54060	Maintenance Supplies	102.47
20900-3002-56120	Supplies - Vehicle Fuel	1,528.23
20900-3002-57170	Utilities - Electricity	895.53
20900-3002-57171	Utilities - Natural Gas	495.54
20900-3002-57172	Utilities - Propane/Butan	553.58
21100-3001-56030	Supplies - Field Supplies	5,116.00
Grand Total:	31,676.43	

Project Account Summary

Project Account Key	Expense Amount
None	31,676.43
Grand Total:	31,676.43

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDON, COUNCILOR

MICHAEL MELENDEZ, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

MUNICIPAL CLERK



City of Rio Communities
 300 Rio Communities Blvd
 Rio Communities, NM 87902
 www.riocommunities.net
 (505) 861-6800

APPLICATION FOR REPLATTING OF PROPERTY

Application Fee (\$250) Paid

Type of Plat: (Circle one)	Fast-track	Preliminary	Final
Property Owner Name:	ELSIE GIRON		
Address: 118	TABS Street: cantos	City: Rio Communities	State: NM
Phone: 565-907-2871	Email: giron9442@gmail.com		
Name of Applicant:	ELSIE GIRON		
Agent: (If partnership, provide proof that agent has legal authorization to sign documents).	ERIC EDWARDS / Broker		
Agent Phone: 505-658-8600	Agent Email: eric.edwards@jgproperties.com		
Proof of taxes being current			
Legal Description of Property: Add attachment if needed			
Subdivision:	UPC #:	Lot #: 3 & 4	Block #: Phase 1
Address Legal Description: Attach document if needed.	TERRA PAL SUR		Existing plat map #'s: 405
Explanation of Request: Attach documentation if needed	Correct lot lines		
Is annexation or rezoning required? Explain, if yes.	NO		
Present Zoning:	Requested Zoning Change:		
For Staff Use Only:			
Date of Public Hearing:			

Area of Review		Partial List of Applicant Document Requirements	
		Regulations	Checklist
Plat documents: This form must be completed. Note Regulations.		Fast-Track Plat: 6-2-1	
		Preliminary Plat: 6-2-5	
		Final Plat: 6-2-6	

Area of Review		Staff Reminders	
		Regulations	Checklist
Notification of property owners within 300' of proposed replatting area		6-6-3	

Accompanying this application are the original and appropriate number of copies for the proposed replatting. I have examined and am familiar with the regulations governing the replatting of property, per Chapter 6, adopted by the City of Rio Communities. I understand the City of Rio Communities will not assume liability for lack of understanding on my part or incorrect information submitted. The application for replatting requires a public hearing and a fee. All final zoning approvals must be filed with the Valencia County Clerks and City of Rio Communities offices.

Elsie E. Giron
 Printed Name:

Elsie E. Giron
 Signed Name:

11-17-2025
 Date:



CITY OF RIO COMMUNITIES

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

IN THE MATTER OF THE FINAL PLAT
APPROVAL FOR LOTS 3 AND 4 IN
SUBDIVISION TIERRA DEL SUR
PROPOSED LOCATION
UPC 1010026030274000000
Subd: TIERRA DEL SUR PHASE 1
Lot: 3 Block: 1 D-5-27 1999 REV,
UPC 1010026040261000000 Subd:
TIERRA DEL SUR PHASE 1
Lot: 4 Block: 1 D-5-27 1999 REV

FINDINGS OF FACT AND DECISION AND ORDER

Pursuant to Ordinance 2019-71 (City of Rio Communities Subdivision Code) §6-2-6 the Governing Body of the City of Rio Communities ("Council") sets forth the following Findings of Fact and Decision and Order.

FINDINGS OF FACT

1. Applicant Elsie Giron submitted an application for Replatting Property on November 17, 2025, for the premises described as Lots 3 and 4 in Subdivision Tierra del Sur Phase 1 Subdivision, Rio Communities, New Mexico.
2. Ordinance 2019-71, Section 6-2-6 outlines the requirements for approving a Final Plat.
3. A public hearing was held on January 8, 2026 before the Planning and Zoning Commission, pursuant to the Subdivision Code, Ordinance 2019-71 §6-2-6. The Applicant was represented by Eric Eichwald. The purpose of the replat is to correct a lot line encroachment. Both the Applicant and adjoining lot owner were both in favor of the replat. No one spoke in opposition to the planned replat.
4. The Commission recommended the replat be approved.
5. The Council finds that application is complete.

6. The Council finds that replatting the property to correct the lot line encroachment is in the best interest of the City.
7. This Public Hearing was properly noticed in accordance with §6-1-8 of Article 1, Ordinance 2019-71.

DECISION AND ORDER

Based upon the above Findings, the Governing Body of the City of Rio Communities hereby approves the final plat for Lots 3 and 4 in Subdivision Tierra del Sur Proposed location UPC 1010026030274000000, Subd: Tierra del Sur Phase 1, Lot: 3 block: 1 D-5-27 1999 rev, UPC 1010026040261000000 subd: Tierra del Sur Phase 1 and Lot: 4 block: 1 D-5-27 1999 rev.

PASSED, APPROVED AND ADOPTED THIS 29th DAY OF JULY 2024, BY THE
GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell, Mayor

Lawrence R. Gordon,
Councilor Mayor Pro-tem

Michael Melendez,
Councilor

Thomas Nelson
Councilor

Matthew Marquez
Councilor



Balancing the Budget



Budget Revenue for General Fund – Current Year

CATEGORY	DESCRIPTION	AMOUNT
Taxes – Local Effort	Franchise Tax, Gross Receipts Tax – Local , Property Tax	\$1,126,535.00
Taxes – State Shared	GRT – Municipal Equivalent, Motor Vehicle Excise Tax, Other State Shared Taxes	\$480,333.00
Licenses & Permits	Animal Licenses, Building Permits, Business Licenses, Zoning Permits, Road Cut Permits	\$10,025.00
Charges for Services	Animal Pound Fees, Printing & Copying, Rental Fees, Other Charges for Services	\$945.00
Fines & Forfeits	Court Fines	\$500.00
Miscellaneous Revenues	Interest Income	\$31,000.00
Intergovernmental Grants/Distributions	Small Cities Assistance, Other State Distributions	\$332,000.00
Revenue Total		\$1,981,338.00

Budget Revenue Projection Summary for General Fund – FY27

CATEGORY	DESCRIPTION	AMOUNT
Taxes – Local Effort	Franchise Tax, Gross Receipts Tax – Local, Property Tax	\$1,112,300.00
Taxes – State Shared	GRT – Municipal Equivalent, Motor Vehicle Excise Tax, Other State Shared Taxes	\$440,000.00
Licenses & Permits	Animal Licenses, Building Permits, Business Licenses, Zoning Permits, Road Cut Permits	\$7,450.00
Charges for Services	Animal Pound Fees, Printing & Copying, Rental Fees, Other Charges for Services	\$925.00
Fines & Forfeits	Court Fines	\$500.00
Miscellaneous Revenues	Interest Income	\$31,000.00
Intergovernmental Grants/Distributions	Small Cities Assistance, Other State Distributions	\$320,000.00
Revenue Total		\$1,912,175.00

Budget Expense Increases Projection Summary for General Fund – FY27

CATEGORY	DESCRIPTION	AMOUNT
VRECC	Increase from previous fiscal year (from \$77,516 to \$107,562)	\$30,046.00
Law Enforcement Recruitment Fund	Ends 6/30/2026	\$56,250.00
Firefighter Recruitment Fund	Ends 6/30/2026	\$431,250.00
Contingency	10% of projected revenue for unexpected expenses and budget overruns	\$193,373.42
Reserve	Maintains DEA financial stability expectations and helps protect against GRT revenue volatility	\$225,000.00
Expense Total		\$935,919.42

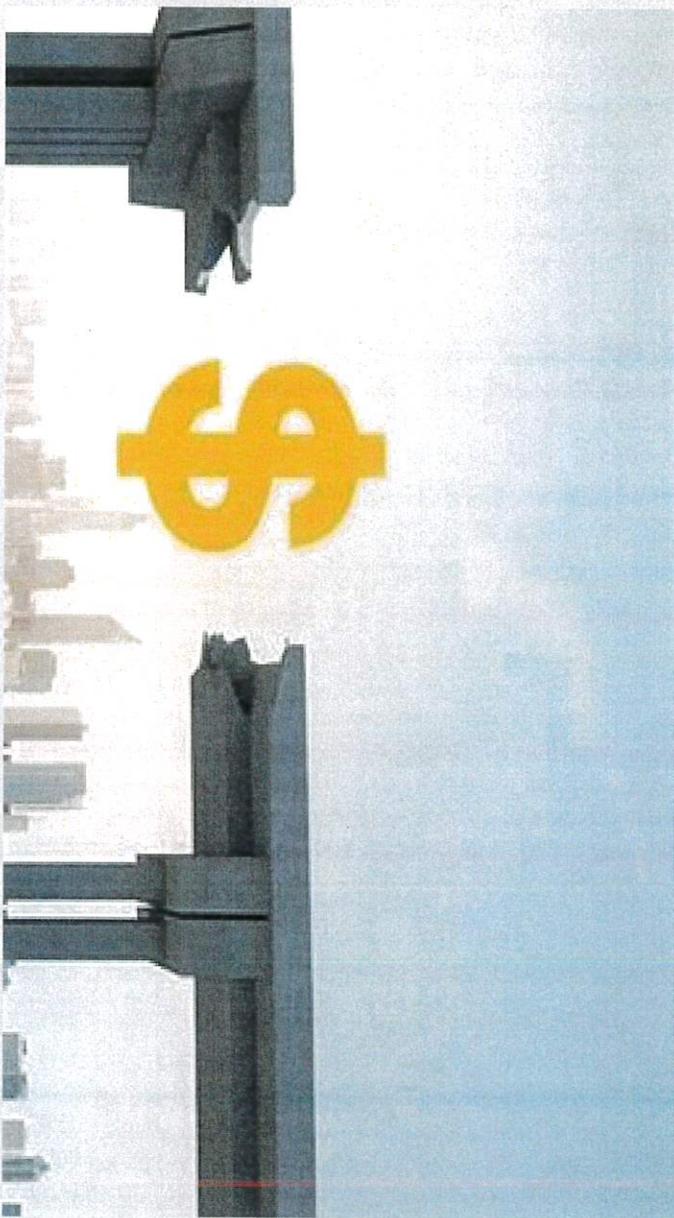
Projected Expenses for General Fund FY27

Current Budgeted Expenses	Projected Budget Expense Increase FY27	Total Expense at Current Staffing Levels FY27
\$2,135,081.15	\$935,919.42	\$3,071,000.51

Projected Gap FY27

Total Expenses FY27	Projected Revenues FY27	FY27 Gap
\$3,071,000.57	\$1,912,175.00	\$1,158,825.57

Bridging the FY27 Budget Gap Suggestions to City Council



Bridging the Budget Gap Suggestions to City Council

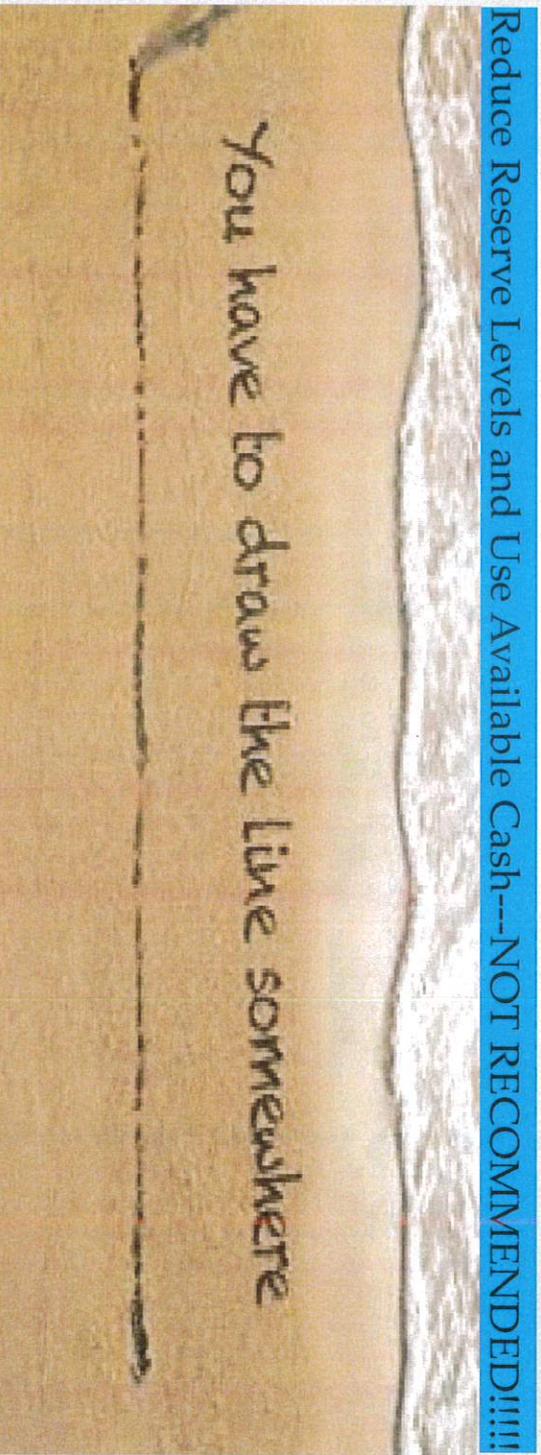
1. Reduce Spending:
 - a. Freeze Vacant Positions
 - b. Freeze Discretionary Spending
 - c. Implement Conservation Measures (electric, water, fuel, supplies)
 - d. Reduce Capital Spending to Grants Only
 - e. Reduce Consulting Contracts to Grant Funded or Essential Need Only
 - f. Reduce Staffing Levels

Bridging the FY27 Budget Gap Suggestions to City Council

1. Reduce Spending
2. Increase Revenue in FY26:
 - a. Increase Property Taxes
 - b. Increase Local Option GRT by .45 at Mid-Year (Referendum is Required)
 - c. Obtain New No-Match or Low-Match Grants For Community Infrastructure Capital Investment (water, sewer, roads, lights)
 - d. Apply for Federal Recruitment Grant Funds for Vacant Positions Only
 - e. Auction Excess Capital Assets (Furniture, Equipment, Vehicles, etc.)

Filling the FY27 Budget Gap Suggestions to City Council

1. Reduce Spending
2. Increase Revenue in FY27
3. Reduce Reserve Levels and Use Available Cash---NOT RECOMMENDED!!!!



You have to draw the line somewhere

QUESTIONS?

EDUCATION

12/1999
UNM | Albuquerque NM, US
BBA: Finance

SKILLS

- Annual budget development
- Time management
- Effective communication
- Operations management
- Schedule management
- Conflict resolution
- Financial reporting
- Managing multiple projects
- Business plan assessment
- Training manuals and processes
- Staff supervision

RONALD MCCORMICK

Planning and Zoning Commission

📞 (202) 305-1398

✉️ ronaldmccormick287031@yahoo.com

📍 Rio Communities, NM 87002

PROFESSIONAL SUMMARY

Skilled in operations management and financial reporting, with experience in staff supervision and annual budget development. Proven ability to manage multiple projects and improve productivity through effective communication and business plan assessment. Ready to leverage expertise in planning and zoning to support and drive success in the Planning and Zoning Commission.

EXPERIENCE

04/2015 - 06/2019

Business Administrator
IDOC | IDOC, Decatur, IL

- Interacted with customers via phone or email providing information on products and services offered.
- Utilized computer software programs such as Microsoft Office Suite and Adobe Photoshop.
- Created reports and presentations for upper management.
- Assisted in budgeting processes and financial forecasting activities.
- Developed and implemented office procedures to improve productivity.
- Supervised administrative staff and provided training and orientation to new staff.
- Planned, administered and controlled budgets for contracts, equipment and supplies.
- Controlled a \$22,000,000 budget

10/2012 - 04/2015

Accounting Supervisor
IDOC | IDOC, Lincoln, IL

- Monitored cash flow activities including payments made and received from various vendors and customers.
- Coordinated month-end close processes including accruals, amortizations, allocations.
- Performed monthly variance analysis to identify discrepancies between budgeted and actual costs.

02/2009 - 10/2012

Accountant
IEPA | IEPA, Springfield, IL

- Maintained detailed records of all financial transactions including journal entries and account reconciliations.
- Performed reconciliations between bank accounts and internal ledgers.
- Calculated and documented payroll data for processing.

- Reconciled financial discrepancies by collecting and analyzing account information.
- Owned balance sheet accounts, researching and clearing outstanding transactions.
- Engaged in filing, recording, compiling and transmitting financial records.
- Inspected cash on hand and notes receivable and payable to confirm accuracy of records.

03/2005 - 09/2007

Construction Accountant

Brinkotter Plumbing and Heating | Brinkotter Plumbing and Heating, Decatur, IL

- Maintained records of all construction jobs including budgeting, job costing, billing and collections activities.
- Reviewed change orders associated with construction projects for accuracy before submitting them for approval.
- Monitored progress billings on all contracts ensuring proper coding of expenses in order to maximize revenue recognition opportunities.
- Managed accounts receivable process ensuring timely collection of outstanding balances due from clients.
- Generated various reports detailing current job costs compared against budgeted amounts as well as aging reports for accounts receivable and payables related to construction jobs.
- Tracked material purchases from suppliers against purchase orders issued by the company's purchasing department.
- Managed accounts receivable and accounts payable, assisting with transactional-level tasks.

05/2005 - 06/2006

Construction Accountant

Johnson & Johnson Roofing | Johnson & Johnson Roofing, Decatur, IL

- Developed and implemented accounting policies and procedures related to construction projects to ensure compliance with GAAP standards.
- Reviewed change orders associated with construction projects for accuracy before submitting them for approval.
- Implemented internal control systems to ensure accuracy of data entry into accounting system.
- Tracked material purchases from suppliers against purchase orders issued by the company's purchasing department.
- Monitored progress billings on all contracts ensuring proper coding of expenses in order to maximize revenue recognition opportunities.
- Reviewed contracts for changes in scope of work or payment terms prior to processing invoices for payment.
- Coordinated cash flow activities including payments to vendors and suppliers for materials used on projects.
- Prepared monthly journal entries, reconciled accounts and generated account analysis for construction projects.
- Generated various reports detailing current job costs compared against budgeted amounts as well as aging reports for accounts receivable and payables related to construction jobs.
- Managed accounts receivable process ensuring timely collection of outstanding balances due from clients.
- Prepared accounting information, producing financial statements in accordance with accounting principles.

REFERENCES

References available upon request

CITY OF RIO COMMUNITIES, NM
RESOLUTION 2026-02

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the total cost of the project will be \$100,000.00 to be funded by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 100% or \$100,000.00

and

b. *The City of Rio Communities'* proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$100,000.00

The City of Rio Communities shall pay all costs, which exceed the total amount of \$100,000.00.

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

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2028 (for Laws of 2024)** 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.

NOW therefore, be it resolved by the City of Rio Communities to enter into Cooperative Agreement Control Number C3243329 with the New Mexico Department of Transportation for Capital Outlay (**Laws of 2024**) to plan, design, construct and equip street lights on Horner street in Rio Communities in Valencia county within the control of the Governing Body in City of Rio Communities, Valencia County, New Mexico.

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF MARCH 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

**Joshua Ramsell
Mayor**

**Lawrence R. Gordon
Mayor Pro-tem and Councilor**

**Michael Melendez,
Councilor**

**Matthew Marquez,
Councilor**

**Thomas Nelson,
Councilor**

ATTEST:

**Jennifer Gauna,
Municipal Clerk**

Contract Number: _____
Vendor Number: 00000110108
Control Number: C3243329

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Rio Communities, hereinafter called the “Grantee”. This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 99, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3329 NMDOT Control Number C3243329 **\$100,000**

APPROPRIATION REVERSION DATE: 6/30/2028

Laws of 2024, Chapter 66, Section 33, Subsection 99, One Hundred Thousand Dollars and No Cents (\$100,000), to plan, design, construct and equip street lights on Horner street in Rio Communities in Valencia county.

The Grantee’s total reimbursements shall not exceed One Hundred Thousand Dollars and No Cents \$100,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, (), which equals () (the “Adjusted Appropriation Amount”).

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Rio Communities
Name: Amy Lopez
Title: City Manager Assistant

Address: 360 Rio Communities Blvd, Rio Communities, New Mexico 87002
Email: alopez@riocommunities.net
Telephone: 505-861-6803

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 3 Office
Name: Tim Chavez
Title: Capital Outlay District Coordinator
Address: P.O. Box 91750, Albuquerque, NM 87199-1750
Email: Tim.Chavez@dot.nm.gov
Telephone: 505-490-3502

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and

- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Rio Communities may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Rio Communities’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Rio Communities or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Rio Communities or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Rio Communities may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Rio Communities only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Aaron Frankland or Designee

Its: Deputy General Counsel

Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information				II. Payment Computation			
<small>(Make sure information is complete & accurate)</small>							
A.	Grantee:			A.	Payment Request No.		
B.	Address:			B.	Grant Amount:		
<small>(Complete Mailing, including Suite, if applicable)</small>				C.	AIPP Amount <i>(If Applicable)</i> :		
				D.	Funds Requested to Date:		
				E.	Amount Requested this Payment:		
				F.	Reversion Amount <i>(If Applicable)</i> :		
				G.	Grant Balance:		
<small>City</small>		<small>State</small>		<small>Zip</small>			
C.	Phone No:			H.	<input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i>		
D.	Grant No:			I.	<input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i>		
E.	Project Title:						
F.	Grant Expiration Date:						
III. Fiscal Year :							
<small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>							
IV. <input type="checkbox"/> Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.							
V. <input type="checkbox"/> Compliance Certification: Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.							
Grantee Fiscal Officer or Fiscal Agent <i>(if applicable)</i>				Grantee Representative			
Printed Name				Printed Name			
Date:				Date:			
(State Agency Use Only)							
Vendor Code:		Fund No.:		Loc No.:			
I certify that the State Agency financial and vendor file information agree with the above submitted information.							
Division Fiscal Officer				Division Project Manager			
Date				Date			

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for
indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of
bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHMENT A

The City of Rio Communities shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Rio Communities shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



City of Rio Communities

360 Rio Communities Blvd.
PO Box 565
Rio Communities, NM 87002
505-861-6803
www.riocommunities.net

March 15, 2026

Clarissa Martinez
State Grant Manager
New Mexico Department of Transportation
PO Box 1149
Santa Fe, NM 87504

Re: 2026-2027 Application for Municipal Arterial Project (MAP) funding

Dear Ms. Martinez,

The City of Rio Communities respectfully submits this application for Municipal Arterial Project (MAP) funding for the Project Development of the Golf Course Road Reconstruction Project. This project fulfills the general criteria as major local street that provide access to state routes NM 304 and NM 47. This request is for the engineering and design of the specified route.

The request package includes the following:

1. Map of Project Limits
2. Current and 20-year projected traffic volumes
3. Pavement Design Criteria
4. Typical Section
5. Major Intersection and Traffic Signal Analysis
6. Drainage Reports
7. Preliminary Cost Estimate
8. Resolution
9. Project Data Sheet

Thank you in advance for your time and consideration. Please feel free to contact me at 505-861-6803 should you have any questions or require additional information.

Sincerely,

Joshua Ramsell

Mayor

**State of New Mexico
City of Rio Communities
Resolution 2026 -03**

Whereas, the governing body in and for the City of Rio Communities, State of New Mexico, requests participation in the Municipal Arterial Project (MAP); has approved the location, scope preliminary cost estimate of the work in the attached document, and;

Whereas, the scope of work contained herein has been reviewed by the City Council as being vital to the public good and their convenience, and;

Whereas, the City of Rio Communities is responding to an invitation from the New Mexico Department of Transportation Department, POD State Grant Managers, Albuquerque, New Mexico, to participate in the 2026-2027 Cooperative application for Municipal Arterial Project (MAP) Funding Program by submitting the following project proposal, and;

Whereas, the City of Rio Communities has agreed to provide matching funds at a rate of twenty-five percent (25%) of the total cost of the project.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the City of Rio Communities, State of New Mexico, hereby authorizes the submission of an application to the New Mexico Department of Transportation Department and does hereby commit to the funding of such projects as specified in the application.

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF MARCH 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

Joshua Ramsell, Mayor

Larence Gordon, Mayor Pro-tem

Michael Melendez, Councilor

Thomas Nelson, Councilor

Matthew Marquez, Councilor

ATTEST:

Jennifer Gauna, Municipal Clerk



New Mexico Department of Transportation Municipal Arterial Program (MAP) Application

Golf Course Road Reconstruction Project

Fiscal Year 2026-2027

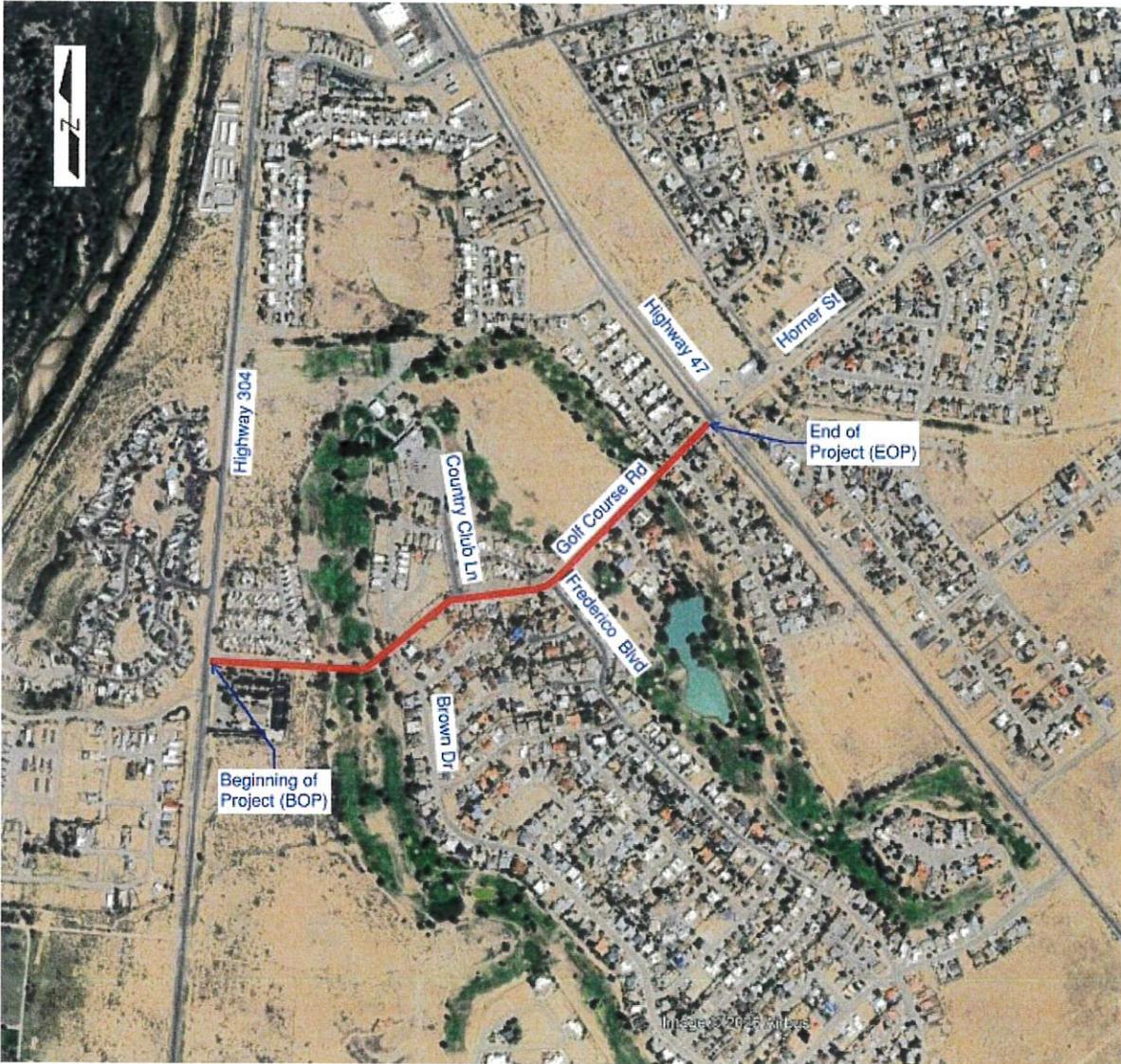
**City of Rio Communities
360 Rio Communities Blvd.
Rio Communities, NM 87002
505-861-6803**



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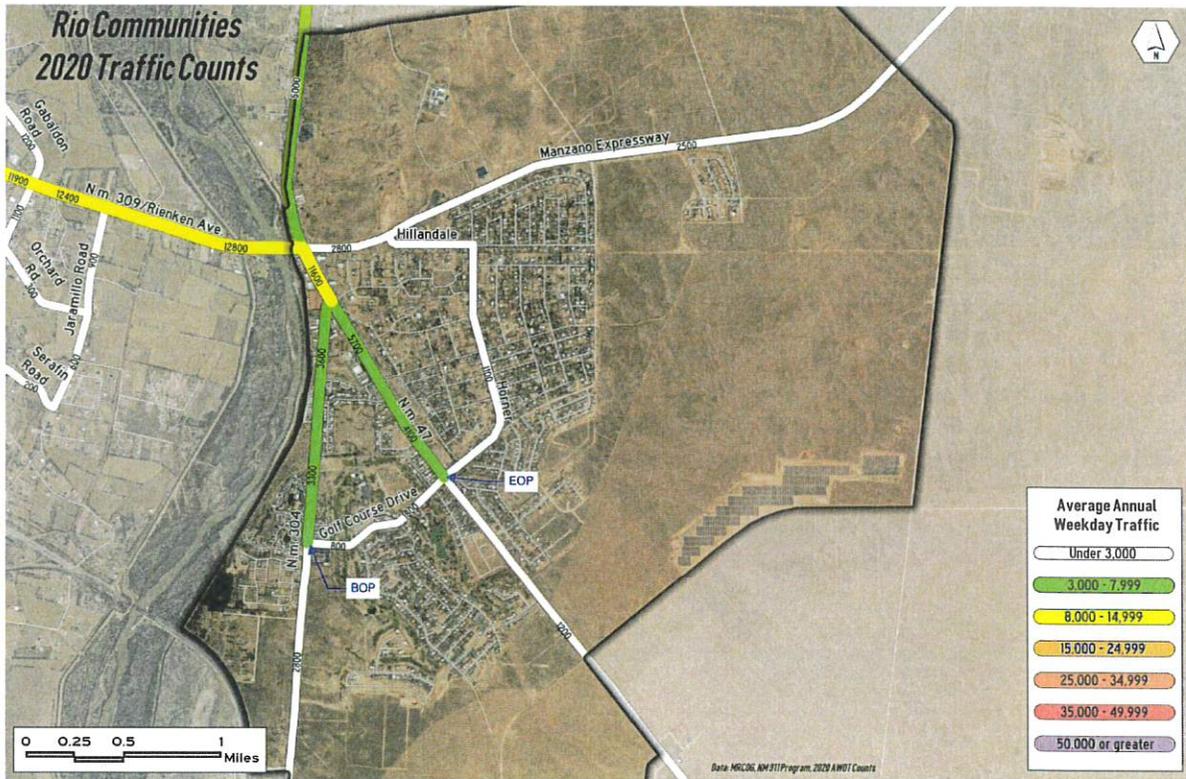
Project Limits



The project limits begin at the intersection of NM 304 and Golf Course Road and end at the intersection of NM 47 and Golf Course Road.

Traffic Volumes

The area around the Golf Course Road project is near full build-out, therefore, a small traffic volume increase is expected in the near future, but this will be analyzed further during the project development process. Below is the 2020 traffic volumes provided by MRCOG.



Pavement Design

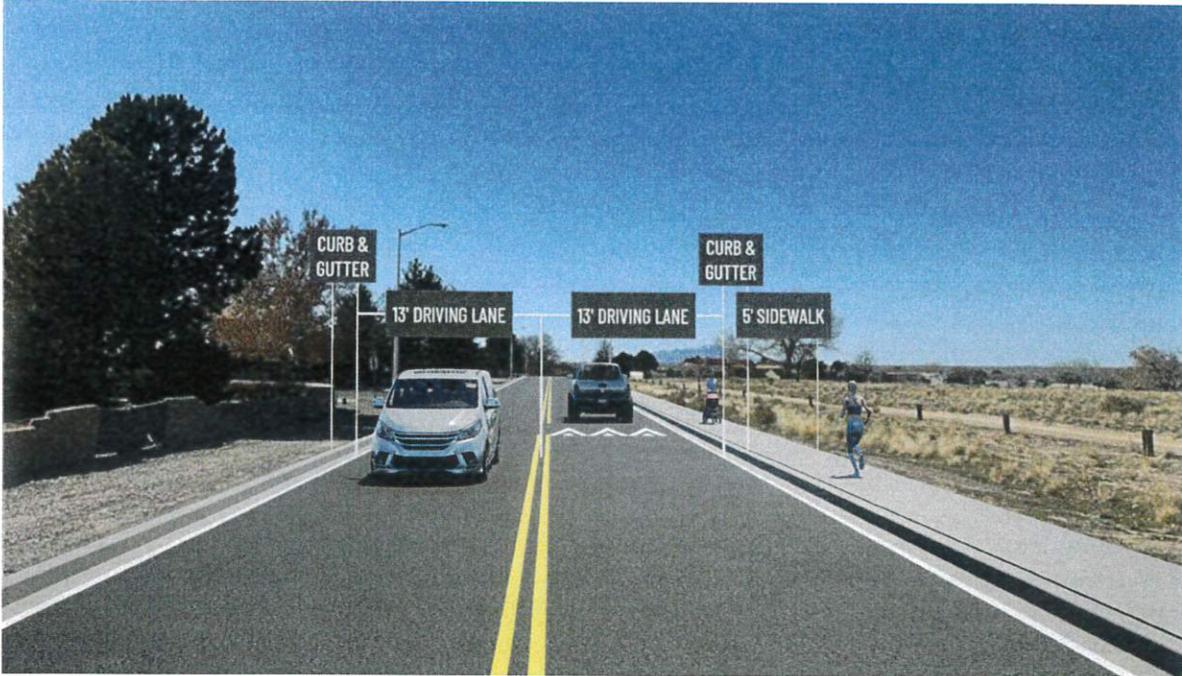
During the project design, a geotechnical investigation will be conducted for this roadway to determine existing pavement thicknesses. A site review will also be performed to assess the severity and extent of material and structural distress in the existing pavement. The city expects the pavement to require reconstruction, but this will be confirmed with the geotechnical investigation and detailed field survey so that appropriate and cost-effective pavement design recommendations can be provided.





Typical Section

The roadway typical section for this project will be evaluated based on traffic capacity, safety concerns, ADA requirements, right-of-way requirements and construction costs. The proposed typical section is expected to retain the existing lane widths, replace the existing bituminous asphalt curb along the westbound lane with concrete curb and gutter and add new concrete curb and gutter along the eastbound lane. Below is expected proposed typical section:



Major Intersection and Traffic Signal Analysis

The level of effort and detail for Major Intersection and Traffic Signal Analyses will be scoped in coordination with the NMDOT District 3 Traffic Engineer. Based on this coordination, a recommended level of study will be developed for the intersections of NM 304/Golf Course Road and NM 47/Golf Course Road which are the BOP and EOP.

There is only one stop-controlled intersection along Gold Course Road, and it will not be further analyzed for signal warrants.

Drainage Reports

In existing conditions stormwater from the westbound lane is collected by 3-in embankment curb and discharged at the western limits of Golf Course Road. There is an existing curb cut-out at the intersection with County Club Lane that directs incoming drainage to an existing check-dam drainage feature to the north of the roadway alignment. Stormwater from the eastbound lane primarily sheet flows off the pavement and travels as overland flow along the roadway's alignment. There are no defined drainage ditches or swales south of the roadway. Offsite flows are generally limited to adjacent property frontages, with the most significant inflows coming from Carmel Road and Brown Drive. These offsite flows generally pass through the alignment and similarly discharge to the NM-304 right-of-way. It is anticipated that the proposed roadway improvements will alter the existing drainage characteristics by containing a greater amount of existing flows within the paved roadway through additional curb and gutter.

Drainage for the roadway alignment improvements will primarily be conveyed in single or parallel drainage ditches along the edges of the road along with periodic curb cut-outs or sidewalk culverts to allow drainage from the roadway to pass through the curb and gutter and enter the ditches. In areas with wider existing right-of-way, stormwater detention will be considered in order to meet existing discharge rates at the project limits. Hydrology and runoff calculations will be completed in accordance with NMDOT drainage criteria. In addition, the Rio Communities Drainage Master Plan will be reviewed to see if opportunities exist to design and construct any recommended improvements.

The following reference documents will be used to prepare the Drainage Report.

NMDOT Drainage Manual, July 2018.

Drainage Design Criteria for NMDOT Projects, fourth Revision, June 2007.

Preliminary Cost Estimate

Golf Course Road Reconstruction	
ENGINEERING SERVICES	\$365,295.06
NMGR Tax (8.3000%)	\$30,319.49
TOTAL PROPOSED COST NOT TO EXCEED (Including NMGR Tax)	\$395,614.55

Resolution

Project Data Sheet

Street(s): Golf Course Road

From: NM 304

To: NM 47

Length: 0.68 miles

Project Data		
	Existing	Proposed
Number of Lanes	2	2
Lane Width	13-15 feet	12 feet
Sidewalk Width	4 feet	5 feet
Median Width	N/A	N/A
Total Width (Edge of pavement to edge of pavement)	32-36 feet	26 feet
Curbing	Bituminous asphalt curb (WB side only)	Concrete curb & gutter
Surfacing	PMBP	PMBP
Right-of-Way (ROW)	50' to 100'	50' to 100'
Drainage System	Surface	Surface

FUNDING		
Source	MAP Request	MAP %
Grant	\$296,710.91	75%
Local Match	\$98,903.64	25%



CITY OF RIO COMMUNITIES

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

March 9, 2026

Peter J. Kubiak
LGRF Coordinator
7500 Pan American Freeway NE
PO Box 91750
Albuquerque NM 87199

RE: 2026 Cooperative Agreement Program Project Proposal

The City of Rio Communities is pleased to present the following application for funding under the Cooperative Agreement Program for 2026-2027. This proposal was prepared by HDR Engineering who conducted the requisite site inspection and performed a thorough analysis of road use and conditions.

Following are aerial photographs and a street view that depict the specific project location, in this instance— a single project— Hillandale is one of the streets that is at the top of the priority list for removal and replacing approximately 1,300 linear ft of existing roadway pavement. Additionally, Resolution 2026-xx is included that certifies full acceptance of this single project by our governing body.

As Mayor, I hereby certify that the enclosed proposed scope of work is necessary for the public good and their convenience and is integral to the economic development of our community.

If you have questions or concerns, please contact me at 505-861-6803.

Thank-you in advance for your assistance in our efforts to improve our community.

Sincerely,

Joshua Ramsell
Mayor of Rio Communities

**State of New Mexico
City of Rio Communities
Resolution 2026 - 04
NMDOT Cooperative Agreement Program**

- Whereas,** the governing body in and for the City of Rio Communities, State of New Mexico, requests participation in the Cooperative Agreement Program; has approved the location, scope preliminary cost estimate of the work in the attached document, and;
- Whereas,** the scope of work contained herein has been reviewed by the City Council as being vital to the public good and their convenience, and;
- Whereas,** the City of Rio Communities is responding to invitation from the New Mexico Highway and Transportation Department, District Three, Albuquerque, New Mexico, to participate in the 2026-2027 Cooperative Agreement Funding Program by submitting the following project proposal, and;
- Whereas,** the City of Rio Communities has agreed to provide matching funds at a rate of twenty-five percent (25%) of the total cost of the project.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the City of Rio Communities, State of New Mexico, hereby authorizes the submission of an application to the New Mexico State Highway and Transportation Department and does hereby commit to the funding of such projects as specified in the application.

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF MARCH 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

Joshua Ramsell, Mayor

Lawrence Gordon, Mayor pro-tem

Matthew Marquez, Councilor

t

Michael Melendez, Councilor

Thomas Nelson, Councilor

ATTEST:

Jennifer Gauna, Municipal Clerk



2026-2027 Pavement Rehabilitation

NMDOT Cooperative Agreement Program

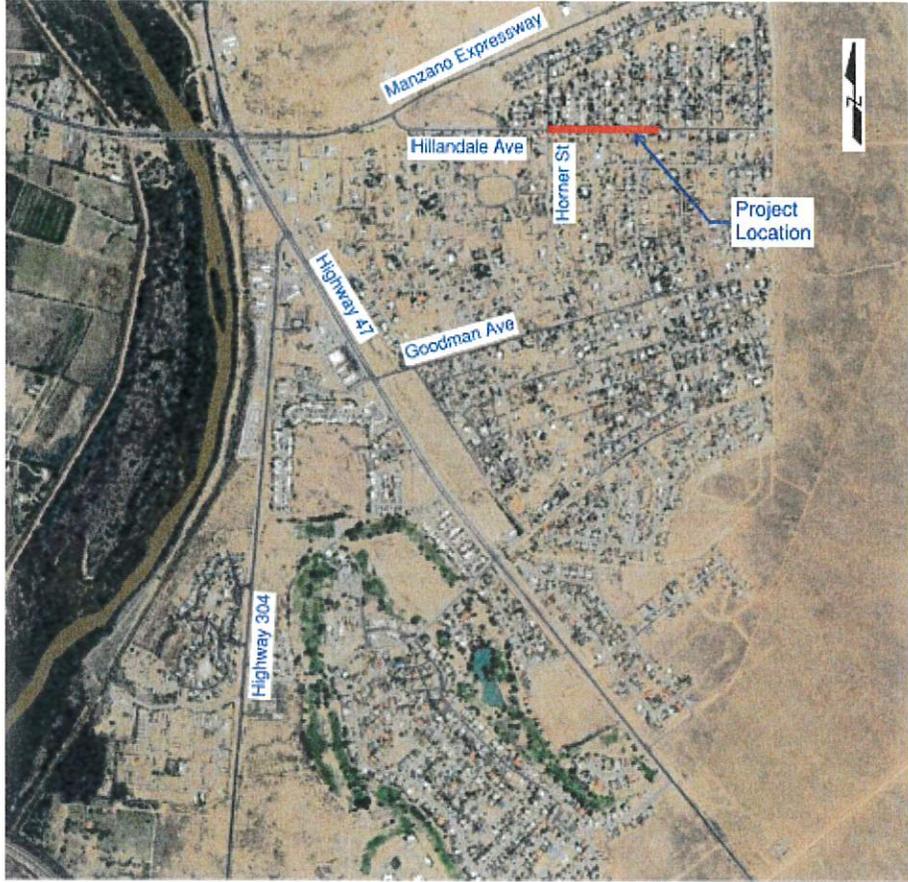
March 15, 2026

City of Rio Communities
360 Rio Communities Blvd.
Rio Communities, NM 87002
505-861-6803

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Vicinity Map



Scope of Work

Hillandale Avenue is a residential minor collector road that serves as a main outlet to Highway 47 for local commuters and is at the top of the priority list for immediate repair. The City intends to remove and replace approximately 1,300 linear feet of existing roadway pavement from Horner Street (BOP) to Nash Street (EOP). A field review indicated Hillandale Avenue has had several repair jobs in the past to prolong the pavement's lifespan, but it is clear the existing asphalt pavement is reaching the end of its lifespan. Due to the distress in the pavement, the road will require complete asphalt pavement resurfacing. There are no apparent drainage structures or other infrastructure for stormwater runoff conveyance within the project limits. The distressed pavement described above, results in an unsafe environment for road users.

Project Preliminary Cost Estimate

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE Rio Communities: Hillandale Avenue pavement rehabilitation

SHORT DESCRIPTION	SUBTOTAL AMOUNT	GR TAX 8.3000%	TOTAL AMOUNT
ROADWAY	\$285,390.00	\$23,687.37	\$309,077.37
CONSTRUCTION ENGINEERING	\$11,340.00	\$941.22	\$12,281.22
CONSTRUCTION SIGNING	\$3,000.00	\$249.00	\$3,249.00
ENGINEERING DESIGN	\$14,780.40	\$1,226.77	\$16,007.17
ENGINEERING CONSTRUCTION SERVICES	\$36,000.00	\$2,988.00	\$38,988.00
TOTAL =	\$350,510.40	\$29,092.36	\$379,602.76

Project Justification

A field review was performed to assess the severity and extent of material and structural distress in the existing pavement. It was observed that the road is covered with large longitudinal and transverse cracking and several locations along the project limits have alligator cracking. After careful evaluation, it was determined that the existing pavement has reached its life span, and it needs replacement.



Figure 1: Longitudinal cracking



Figure 2: Transverse cracking



Figure 3: Fatigue (Alligator) cracking



Figure 4: Fatigue (Alligator) cracking

Letter of Intent

Projects schedule update

The City currently has one LGRF grant and two TPF grants open. The LGRF grant, CN L300355, is being utilized to design and construct Damon Street. This project has passed the substantial completion and punch list stages and is currently in the closeout stage. The first TPF grant, CN LP30036, was utilized for the reconstruction of Goodman Avenue. This project has passed substantial completion stage and will start closeout documentation Spring 2026 after punch list completion. The second TPF grant, CN LP30054, will be used Spring/Summer 2026 for the reconstruction of Don Diego Road.

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITES
RESOLUTION 2026-05**

The City Council of the City of Rio Communities ("City"), upon the report and recommendation of the City's Code Compliance Officer, does hereby find and determine:

1. That a dangerous building and nuisance located at 303 Horner St., Rio Communities, New Mexico (hereinafter "Subject Property") has excessive debris, refuse, trash, and other items that constitute a safety and health hazard.
2. That the debris, refuse and trash located within the Subject Property is a menace to the public comfort, health, safety, and wellness of the City of Rio Communities and its citizens.

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

- A. The owner of the Subject Property is hereby directed to remove and properly dispose of the excessive debris, trash and rubbish that has been allowed to accumulate on the Subject Property. The owner of the Subject Property shall commence removing the excessive debris, trash and rubbish within ten (10) days of being served a copy of this Resolution.
- B. If the Owner of the Subject Property fails to remove the excessive debris, refuse and trash from the Subject Property, the City will remove such ruins, rubbish, wreckage, or debris within the Subject Property at the cost and expense of the Property Owner. The cost of such removal shall be payable in full. Failure to pay within 30 days of billing shall result in a lien against the Subject Property that shall be subject to foreclosure in the manner provided by law.
- C. Should the Property Owner object to the City's removal of such burnt down building, rubbish, wreckage or debris within the Subject Property, the Property Owner shall file a written objection within ten (10) days of the posting and publishing of this Resolution to the City Clerk requesting a hearing upon this resolution before the City Council of the City of Rio Communities.
- D. If the Property Owner or his/her agents in charge of the Subject Property file a written objection with the City Council within the time frame described above, the City shall fix a date for hearing upon this resolution and all objections thereto presented by the Subject Property Owner or his/her agents and at such hearing shall determine if the resolution should be enforced or rescinded.

- E. The City's Compliance Officer is hereby directed to serve a copy of this resolution upon the owners, occupants, or agents in charge of the Subject Property. In the event the owners, occupants, or agents in charge of the Subject Property cannot be served personally within the municipality, the City's Compliance Officer shall post a copy of this resolution upon the premise of the Subject Property and publish a copy of this resolution one time in a newspaper of general circulation in the City of Rio Communities.

PASSED, APPROVED AND ADOPTED THIS 9th DAY OF MARCH 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Michael Melendez,
Councilor

Lawrence R. Gordon,
Councilor

Matthew Marquez,
Councilor

Thomas Nelson,
Councilor

ATTEST:

Jennifer Gauna, Municipal Clerk



303 Horner St
Rio Communities, NM 87002

03/05/2026

