



**City of Rio Communities Council Regular Business Meeting**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday, May 11, 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 Regular Meeting March 23, 2026, Regular Meeting April 13, 2026, Recessed Meeting April 27, 2026, and Regular Meeting April 27, 2026.**
2. **Approval of Accounts Payable**

**Public Comment: The Municipal Clerks office will accept public comments via email until noon on May 11, 2026.** If you wish to speak during the public comment session, the Council will allow each member of the public up 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**

3. **Update on Maverick**
4. **Overview of Fiscal year 2026-2027 Budget**

**Action Items**

5. **Discussion, Consideration, and Decision – Approval of Triadic Contract Professional Services Agreement for Finance Equipment, Software Licensing, Software Programming Services.**
6. **Discussion, Consideration, and Decision – Approval of Amended Financial and Accounting Services agreement with Beasley Mitchell through July 31, 2026.**
7. **Discussion, Consideration, and Decision – Approval to Submit a Transportation Project Fund ( TPF) Grant Application and Commit to Provide Five Percent (5%) Matching Funds to the New Mexico Department of Transportation (NMDOT) for Improvements on Horner Street. ( Highway 47- Brugg Drive)**
8. **Discussion, Consideration, and Decision – Approval to Prepare the Application for an Emergency Operating Fund Loan through the New Mexico Board of Finance (NMBOF)**
9. **Discussion, Consideration, and Decision – Authorization to Pursue a property tax Rate increase to be effective January 1, 2027**
10. **Discussion, Consideration, and Decision –Approval of Resolution 2026-08 For IPRA fees for Public Record Requests.**

**Council Discussion**

**Our Next Regular Scheduled Meeting will be Tuesday, May 27, 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>

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



**City of Rio Communities Council Regular Business Meeting**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday March 23, 2026, 6:00 PM**  
**Minutes**

*Please silence all electronic devices.*

**Mayor - Joshua Ramsell**  
**Mayor Pro Tem - Lawrence R. Gordon**  
**Council – Michael Melendez, Thomas Nelson, Matthew Marquez**

**Call to Order**

Mayor Ramsell called the meeting to order at 6:03pm

**Pledge of Allegiance**

Councilor Gordon led the pledge of allegiance.

**Roll Call**

**Governing Body**

Mayor Joshua Ramsell  
Councilor Matthew Marquez  
Councilor Lawrence Gordon  
Councilor Thomas Nelson  
Councilor Michael Melendez

**Staff**

Manager Dr. Martin Moore  
City Attorney Randall Van Vleck

**Approval of Agenda**

Councilor Marquez asked if there have been any changes to item 14 to bring it back to council.  
Dr. Moore stated that there was request by a council member to bring it back to council.

**Motion made by Councilor Marquez to remove item 14 and approve amended agenda. Seconded by Councilor Nelson.**

Voting Yea:  
Councilor Marquez  
Councilor Nelson

Voting No:  
Councilor Gordon  
Councilor Melendez

Motion Tied with a 2-2 Vote  
Mayor Ramsell Broke tie voting no Motion Failed

**Motion made by Councilor Gordon to approve current agenda. Seconded by Councilor Melendez.**

Voting Yea:  
Councilor Gordon  
Councilor Melendez

Voting No:  
Councilor Marquez  
Councilor Nelson

Motion Tied with a 2-2 Vote  
Mayor Ramsell Broke tie voting Yea Motion Passed

## **Consent Agenda**

**Motion made by Councilor Marquez to approve amended consent agenda with the minutes from March 9, 2026 Tabled and the minutes from February 23, 2026, that council discussion to be included. Seconded by Councilor Nelson.**

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote

## **Public Comment**

Municipal Clerk Jennifer Gauna read to council public comment from Nancy Lopez.

Robert Chavez spoke about the community and stated he would be willing to pay more in taxes and spoke about problem properties.

Ron Gentry spoke about the businesses in Rio Communities.

## **Manager Report**

### **Attorney Transition**

Dr. Moore stated that on Attorney Transition she was unable to be here tonight, but she will be attending the next meeting.

### **Local Option GRT for Economic Development.**

Grant Taylor gave a brief presentation on Local Option GRT for Economic Development.

### **LEADS Grant.**

Dr. Moore stated the LEADS grant is Local economic assistance and Development support. This is a smaller grant and it's a cost reimbursement contract with the economic development department and reimburses the city for work performed and costs incurred. The eligibility for applicants are that we are involved in economic development, public and private participation, that there is an update community economic development plan and marketing plan, and that the local economic and development ordinance has been passed and the local option gross receipts.

Councilor Nelson asked what percentage of gross receipts.

Grant Taylor stated it would be one fourth of a percent.

### **Maverick Update**

Dr. Moore stated Maverick is moving along and a lot of the old structure and debris is gone.

### **Upcoming proposals to City Council**

#### **Uniform Traffic Code Fees and Fines**

Dr. Moore stated we would like to bring a clean copy back to council possibly in April.

### **Municipal Code Update.**

Dr. Moore stated we are working on codifying the ordinances.

### **Lexipol**

Dr. Moore stated we would like to bring in someone from NMML to do a presentation on Lexipol

### **Update on Road Projects.**

Dr. Moore stated that lights have been put on Goodman. There was a neighborhood meeting for Don Diego and a lot of community members showed up and expressed their opinions and questions. He also stated that on the Damon project there is enough still in the grant to put a seal over the road to help it last longer.

### **IPRA and Burn Permit Fees**

Dr. Moore stated the clerk's office is putting together a list of fees to be=ring to council.

### **Joint Meeting with Planning and Zoning Commission.**

Dr. Moore stated planning and zoning would like to have a joint meeting with council.

Councilor Nelson stated for the joint meeting that it should be done on a regular council meeting day in midafternoon, possibly around 3:00pm.

Councilor Nelson asked if there is currently a burn permit.

Dr. Moore answered no, we do not.

Councilor Nelson stated we should have that before we plan on charging any fees for burn permits.

Councilor Marquez stated the IPRA requests need to be tracked.

Jennifer Gauna stated that we are implementing a new program for IPRA requests and we are just waiting for fees to be approved by council

Councilor Marquez stated the City limits signs need to be moved back to Founders way.

Dr. Moore stated he will bring that up for NM DOT.

### **Action Items**

#### **Discussion, Consideration, and Decision – Declare State of Emergency due to Severe Drought and High Fire Risk.**

Fire Chief Tabet spoke about declaring state of emergency due to severe drought and high fire risk.

#### **Motion made by Councilor Nelson to Approve Resolution 2026-06 Declare State of Emergency due to Severe Drought and High Fire Risk be read into record. Seconded by Councilor Marquez.**

Jennifer Gauna read Resolution 2026-06 in to record.

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion Passed with a 4-0 vote

**Discussion, Consideration, and Decision – Appointment of Ronald McCormick for Planning and Zoning.**

**Motion made by Councilor Gordon to Approve Appointment of Ronald McCormick for Planning and Zoning. Seconded by Councilor Melendez.**

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote

**Discussion, Consideration, and Decision – Approval of Fiscal Year 2026-2027 Budget Calendar.**

Dr. Moore advised council of budget workshops that will be scheduled. He also advised council that the deadline to submit the final budget is the end of June.

**Motion made by Councilor Marquez to Approve Fiscal Year 2026-2027 Budget Calendar. Seconded by Councilor Nelson.**

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote

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

Councilor Nelson asked if there is an amount that will be charged for leasing the space.

Dr. Moore stated no there hasn’t been an amount set.

Councilor Melendez discussed supporting businesses in the city.

Councilor Marquez discussed the issues of renting the city building to Dough Daddys Delights.

**Motion made by Councilor Melendez to Approve to Lease for Exclusive Retail use to Dough Daddy’s Delights, 639 Sq Feet of Space inside the City Complex Building Located at 360 Rio Communities Blvd. including the lease to meet all regulatory standards and permits before anything moves forward and that they would also be responsible for paying for the re-key for said leased area and that the lease would include fair market value under state law. Seconded by Councilor Gordon.**

Voting Yea:  
Councilor Gordon  
Councilor Melendez

Voting No:  
Councilor Marquez  
Councilor Nelson

Motion Tied with a 2-2 Vote  
Mayor Ramsell Broke tie voting Yea Motion Passed

**Discussion, Consideration, and Decision – Approval to Replace Four (4) Light Poles and Lights on or Near Highway 304 Using Insurance Payments and Budgeted Funds.**

Dr. Moore advised council of the proposal that was tabled in a previous meeting on August 19, 2026 and he recommended this item be approved.

Councilor Nelson asked are these DOT approved lights.

Dr. Moore stated yes, they are.

**Motion made by Councilor Nelson to Approval to Replace Four (4) Light Poles and Lights on or Near Highway 304 Using Insurance Payments and Budgeted Funds. Seconded by Councilor Gordon.**

Voting Yea:  
Councilor Melendez  
Councilor Marquez  
Councilor Nelson  
Councilor Gordon

Motion passed with a 4-0 vote

**Executive Session -for the discussion of 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 made by Councilor Nelson to go into close session. Seconded by Councilor Gordon.**

Voting Yea:  
Councilor Melendez  
Councilor Marquez  
Councilor Nelson  
Councilor Gordon

Motion passed with a 4-0 vote at 8:25pm

**Motion and roll call vote to go back into the regular business meeting session**

**Motion made by Councilor Nelson to go back into the regular business meeting session. Seconded by Councilor Gordon.**

Councilor Melendez  
Councilor Marquez  
Councilor Nelson  
Councilor Gordon

Motion passed with a 4-0 vote at 8:38pm

**Welcome everyone back and statement by the Mayor:**

Mayor Ramsell Stated that on Monday March 23, 2026, City of Rio Communities City Council did hold an Executive Session -for the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8). No Action was taken and no other items were discussed at this time.

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

Voting Yea:

Councilor Melendez  
Councilor Marquez  
Councilor Nelson  
Councilor Gordon

Motion passed with a 4-0 vote.

**Council Discussion**

Councilor Gordon thanked the Police department, Fire Department and City staff for all their hard work.

Councilor Nelson spoke about Art in Public Places (AIPP) committee. Councilor Nelson requested recordings and YouTube videos from March 9, 2026, and March 23, 2026, meetings. Councilor Nelson also spoke about Nuisance and dangerous properties.

Councilor Marquez requested to cancel Rio Communities Spring Fest. He also asked about the Part time finance position. Councilor Marquez asked about the Police Chief Position. He also asked about the Municipal Judge vacancy. Councilor Marquez asked if there is an update on the parks.

Councilor Melendez asked if he could receive more information on the Water resource committee that he is on. Councilor Melendez spoke about the VALEO meeting. Councilor Melendez also spoke about the flood control.

**Our Next Scheduled meeting will be April 13, 2026, at 6:00pm**

**Adjourn**

Motion made by Councilor Gordon to Adjourn. Seconded by councilor Melendez Motion carried out at 9:16pm

Respectfully submitted,

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Jennifer Gauna Municipal clerk  
(Taken and Transcribed by Patricia McCloskey, Deputy Clerk)

Date: \_\_\_\_\_

Approved:

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Joshua Ramsell,  
Mayor

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Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

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Michael Melendez,  
Councilor

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Thomas Nelson,  
Councilor

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Matthew Marquez,  
Councilor



**City of Rio Communities Council Regular Business Meeting**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday April 13, 2026, 6:00 PM**  
**Minutes**

*Please silence all electronic devices.*

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**Mayor - Joshua Ramsell**  
**Mayor Pro Tem - Lawrence R. Gordon**  
**Council – Michael Melendez, Thomas Nelson, Matthew Marquez**

**Call to Order**

Mayor Ramsell called the meeting to order at 6:03pm

**Pledge of Allegiance**

Councilor Melendez led the pledge of allegiance.

**Roll Call**

**Governing Body**

Mayor Joshua Ramsell  
Councilor Matthew Marquez  
Councilor Lawrence Gordon  
Councilor Thomas Nelson  
Councilor Michael Melendez

**Staff**

Manager Dr. Martin Moore  
City Attorney Cori Strife

**Approval of Agenda**

**Motion made by Councilor Marquez to remove item 12 and approve amended agenda. Seconded by Councilor Nelson.**

Voting Yea:  
Councilor Marquez  
Councilor Nelson

Voting No:  
Councilor Gordon  
Councilor Melendez

Motion Tied with a 2-2 Vote  
Mayor Ramsell Broke tie voting no Motion Failed

**Motion made by Councilor Gordon to approve current agenda. Seconded by Councilor Melendez.**

Voting Yea:  
Councilor Gordon  
Councilor Melendez

Voting No:  
Councilor Marquez  
Councilor Nelson

Motion Tied with a 2-2 Vote  
Mayor Ramsell Broke tie voting Yea Motion Passed

**Consent Agenda**

**Motion made by Councilor Marquez to approve amended consent agenda with the minutes from March 23, 2026, tabled until next meeting. Seconded by Councilor Nelson.**

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote

**Public Comment**

Municipal Clerk Jennifer Gauna read to council public comment from Nancy Lopez.

Delette Robinson, a business owner in the City of Rio Communities, spoke about the previous meeting and explained why they were not present at that meeting along with asking for the record to be corrected from comments made at the previous meeting.

Lemont Robinson, a business owner in the City of Rio Communities, spoke about comments made at the previous meeting.

Monique Marquez spoke about a complaint she had submitted to the City in March 2024.

Dick Irvine spoke about Dough Daddys Delights.

Municipal Clerk Jennifer Gauna read public comments from an anonymous resident regarding comments made from previous council meeting.

Municipal Clerk Jennifer Gauna read a comment from Nancy Lopez regarding the proposed lease at city hall.

Municipal Clerk Jennifer Gauna read an anonymous comment from a concerned resident regarding comments made at previous meeting.

Municipal Clerk Jennifer Gauna read a comment from Barbara Trujillo, a resident from Los Lunas, NM regarding comments made in previous meeting.

Municipal Clerk Jennifer Gauna read a comment from Christina Moony regarding Dough Daddys Delights and comments made at previous meeting.

Municipal Clerk Jennifer Gauna read a comment from Monique Marquez regarding a complaint she had submitted to the City in March 2024 also comments made at previous meeting.

**Manager Report**

**Upcoming Budget workshops.**

Dr. Moore reminded council of upcoming budget workshops.

**Dangerous Buildings Demolition Update.**

Dr. Moore advised council we are in the middle of the process and notification stage and won't be doing anything with the properties until everything is completed.

**Maverick Update.**

Dr. Moore Advised council they are doing utility line location, and they are continuing to move forward.

**Update on Don Diego.**

Dr. Moore advised council they are on Phase one of this project.

**Unified Fire (Bosque) Recap.**

Dr. Moore let council know he will hold off on this and let the fire chief come and give recap on the Unified fire.

**Possible Lien on 1703 Zamora Ct.**

**Action Items**

**Discussion, Consideration, and Decision – Appointment of Wayne Berube as Municipal Judge.**

**Motion made by Councilor Nelson to postpone Appointment of Wayne Berube as Municipal Judge. Seconded by Councilor Gordon.**

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion postponed with a 4-0 vote

**Discussion, Consideration, and Decision – Appointment of Thomas Adair to Planning and Zoning Commission.**

**Motion made by Councilor Gordon to Approve Appointment of Thomas Adair to Planning and Zoning Commission. Seconded by Councilor Melendez.**

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote

**Discussion, Consideration, and Decision – Appointment of Kate Wolfstone to Planning and Zoning Commission.**

**Motion made by Councilor Nelson to Approve Appointment of Kate Wolfstone to Planning and Zoning Commission. Seconded by Councilor Gordon.**

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote

**Discussion, Consideration, and Decision – Formal Demand for Public Correction of False Statements towards Dough Daddy’s Delights.**

Delette and Lemont were sworn in by Municipal Clerk Jennifer Gauna to provide information for the record.

Dr. Moore read documents provided by Dough Daddys into the record.

Active discussion amongst city council members took place as well as disruptions from the audience which prompted Mayor Ramsell to recess the meeting until April 27, 2026 at which time item 12 on the agenda was identified as the starting point when the meeting reconvened out of recess.

**Motion made by Councilor Melendez to Approve Formal Demand for Public Correction of False Statements towards Dough Daddy’s Delights. Seconded by Councilor Gordon.**

Mayor Ramsell Recessed Meeting until Monday April 27, 2026, at 6:00pm  
**Adjourn**

Respectfully submitted,

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Jennifer Gauna Municipal clerk  
(Taken and Transcribed by Patricia McCloskey, Deputy Clerk)

Date: \_\_\_\_\_

Approved:

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Joshua Ramsell,  
Mayor

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Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

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Michael Melendez,  
Councilor

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Thomas Nelson,  
Councilor

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Matthew Marquez,  
Councilor



**City of Rio Communities Council Regular Business Meeting**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday April 27, 2026, 6:00 PM**  
**Recessed Meeting from April 13, 2026**

**Minutes**

*Please silence all electronic devices.*

**Mayor - Joshua Ramsell**

**Mayor Pro Tem - Lawrence R. Gordon**

**Council – Michael Melendez, Thomas Nelson, Matthew Marquez**

Mayor Ramsell stated that this meeting is a continuation of the April 13, 2026 meeting that was recessed and we will continue where we left off on action item Discussion, Consideration, and Decision Formal Demand for Public Correction of False Statements towards Dough Daddy's Delights.

**Action Items**

**Discussion, Consideration, and Decision – Formal Demand for Public Correction of False Statements towards Dough Daddy's Delights.**

Councilor Marquez read statements into record.

**Motion made by Councilor Melendez Formal Demand for Public Correction of False Statements towards Dough Daddy's Delights. Seconded by Councilor Gordon.**

Voting Yea:  
Councilor Melendez  
Councilor Gordon

Voting No:  
Councilor Marquez

Motion passed with a 2-1 vote

**Discussion, Consideration, and Decision – Approval to Proceed to First Read for Amendment to Uniform Traffic Ordinance for Fees and Fines.**

Dr. Moore requested permission from council to Proceed to First Read for Amendment to Uniform Traffic Ordinance for Fees and Fines.

**Motion made by Councilor Melendez to Approve to Proceed to First Read for Amendment to Uniform Traffic Ordinance for Fees and Fines Seconded by Councilor Gordon.**

Voting Yea:  
Councilor Melendez  
Councilor Marquez  
Councilor Nelson  
Councilor Gordon

Motion passed with a 4-0 vote

**Discussion, Consideration, and Decision – Approval of Resolution 2026-08 for IPRA fees for Public Record Requests.**

Municipal Clerk Jennifer Gauna advised council that we are getting our IPRA website up and running and we are needing to implement fees for IPRA requests that we receive.

Councilor Melendez and Councilor Gordon thanked the clerk’s office for putting together these fees for IPRA request.

Councilor Marquez stated that there is incorrect information for the IPRA guidelines.

Randall Van Vleck stated that charging employee time for IPRA requests does not follow IPRA guidelines. He also stated that we can charge for actual costs for IPRA Requests.

Jennifer Gauna stated that we can remove the language regarding charging employees time for any requests.

**Motion made by Councilor Gordon to approve of Resolution 2026-08 for IPRA fees for Public Record Requests amending the charging for time section Seconded by Councilor Melendez.**

Voting Yea:  
Councilor Melendez  
Councilor Gordon

Voting No:  
Councilor Marquez

Motion Failed with a 2-1 vote

**Discussion, Consideration, and Decision – Approval of Resolution 2026-07 Outdoor Burn Ban.**

Mayor Ramsell asked Chief Tabet if there is an end date on this Resolution

Fire Chief Tabet stated at this time no, there is not an end date as we cannot predict when we will receive moisture also the State Forester is who lifts these bans.

**Motion made by Councilor Melendez to Approve Resolution 2026-07 Outdoor Burn Ban. Seconded by Councilor Gordon.**

Voting Yea:  
Councilor Melendez  
Councilor Marquez  
Councilor Gordon

Motion passed with a 3-0 vote

**Council Discussion**

Councilor Gordon and Mayor Ramsell thanked all who came out for Earth Day and the Community for coming out and helping.

**Adjourn**

Motion made by Councilor Melendez to Adjourn. Seconded by councilor Gordon Motion carried out.

Respectfully submitted,

\_\_\_\_\_  
Jennifer Gauna Municipal clerk  
(Taken and Transcribed by Patricia McCloskey, Deputy Clerk)

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Joshua Ramsell,  
Mayor

\_\_\_\_\_  
Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

\_\_\_\_\_  
Michael Melendez,  
Councilor

\_\_\_\_\_  
Thomas Nelson,  
Councilor

\_\_\_\_\_  
Matthew Marquez,  
Councilor



Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 11000 - General Operating Fund</b>					
Sharp Electronics Corporatio	INV#15069007	04/22/2026	Windows 11 Upgrade to City	11000-2002-55999	2,325.00
PNM	05296908-F	04/27/2026	City Hall	11000-2002-57170	219.79
PNM	721382637-E	04/27/2026	Streetlights-Electricity-Utiliti	11000-5104-57170	170.85
PNM	05296926-F	05/05/2026	City Hall	11000-2002-57170	634.91
PNM	054888853-F	05/05/2026	City Hall	11000-2002-57170	60.30
PNM	05571441-F \$67.70	05/05/2026	City Hall	11000-2002-57170	67.70
NM Water Service Company	1549097118-E	05/05/2026	CH Water Utilities	11000-2002-57173	49.26
PNM	7205296917-E	05/05/2026	City Hall	11000-2002-57170	127.54
PNM	7211806730-E	05/05/2026	Streetlights-Electricity-Utiliti	11000-5104-57170	42.73
PNM	7223186824-E	05/05/2026	City Hall	11000-2002-57170	42.15
NM Water Service Company	9378476233 -E	05/05/2026	CH Water Utilities	11000-2002-57173	52.93
NM Water Service Company	ACCT #0152646516-E	05/05/2026	CH Water Utilities	11000-2002-57173	483.79
Amazon Business	INV # 1HDY-T3FL-D6MC	05/05/2026	Office Supplies-8.5"X11" & 2	11000-3001-56020	180.57
Comcast Business	INV #268874492 \$1691.34	05/05/2026	City Hall Telecommunication	11000-2002-57160	525.00
Comcast Business	INV #268874492 \$1691.34	05/05/2026	City Hall Fiber	11000-2002-57160	617.60
Valencia County Fiscal Office	INV #AC2026-50	05/05/2026	FY24-25 Animal Control	11000-3004-55999	698.50
NM Gas Co	INV# 07026054	05/05/2026	Gas SVS City Hall	11000-2002-57171	96.84
Sharp Electronics Corporatio	INV# 9005772361	05/05/2026	Finance Department Copies	11000-2004-57090	181.66
Woodlands Hardware	INV#0196961	05/05/2026	Various Supplies	11000-5101-56030	83.10
Sharp Electronics Corporatio	INV#15079566	05/05/2026	Email transfer from GoDaddy	11000-2002-55999	2,625.00
Craig Independent Tire Co.	INV#174402	05/05/2026	UNIT 5 QTY 4 NEW TIRES	11000-3001-54040	1,375.60
Occupational Health Centers	INV#19088180	05/05/2026	New Hire Drug Screen	11000-5101-55999	102.24
iWorQ Systems Inc	INV#215102	05/05/2026	Permit Management-Code E	11000-2002-57150	4,000.00
iWorQ Systems Inc	INV#215102	05/05/2026	Business License Manageme	11000-2002-57150	2,500.00
iWorQ Systems Inc	INV#215102	05/05/2026	Software Management/Supp	11000-2002-57150	800.00
iWorQ Systems Inc	INV#215102	05/05/2026	License Management/Anima	11000-2002-57150	1,500.00
AT & T Mobility	INV#287334080831X042620	05/05/2026	Mayor Joshua Ramsell	11000-1001-57160	53.64
AT & T Mobility	INV#287334080831X042620	05/05/2026	City Manager	11000-2001-57160	53.64
AT & T Mobility	INV#287334080831X042620	05/05/2026	Finance	11000-2004-57160	49.98
AT & T Mobility	INV#287334080831X042620	05/05/2026	Clerk's Office	11000-2008-57160	101.34
AT & T Mobility	INV#287334080831X042620	05/05/2026	Police Department	11000-3001-57160	359.08
AT & T Mobility	INV#287334080831X042620	05/05/2026	Code/Fire/EMS	11000-3002-57160	53.64
AT & T Mobility	INV#287334080831X042620	05/05/2026	Library	11000-4004-56020	51.18
AT & T Mobility	INV#287334080831X042620	05/05/2026	Public Works	11000-5101-57160	223.84
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	CH Remote monitoring & clo	11000-2002-55030	1,928.00
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	CH EDR License & SOC svs se	11000-2002-55030	614.16
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	Email Security	11000-2002-55999	151.20
Sharp Electronics Corporatio	INV#9005791759	05/05/2026	CH Cloud Storage, Server an	11000-2002-56010	1,915.76
Sharp Electronics Corporatio	INV#9005791759	05/05/2026	Library Copies	11000-4004-57090	99.22
Sharp Electronics Corporatio	INV#9005791761	05/05/2026	Finance Department Copies	11000-2004-57090	301.20
Woodlands Hardware	INV\$0197681	05/05/2026	Various Supplies	11000-5101-56030	24.08
DBC Waters LLC	TICKET/INV#801089056	05/05/2026	Bottled Water Delivery SVS	11000-2002-56060	15.55
<b>Fund 11000 - General Operating Fund Total:</b>					<b>25,558.57</b>
<b>Fund: 20600 - Emergency Medical Services</b>					
Linde Gas & Equipment Inc.	INV# 56322875	05/05/2026	medical oxygen open p.o	20600-3003-56070	431.49
Linde Gas & Equipment Inc.	INV#56265383	05/05/2026	medical oxygen. Blanket P.O	20600-3003-56999	189.25
Stericycle Inc.	INV#8012700794	05/05/2026	medical waste disposal open	20600-3003-55999	138.56
Stericycle Inc.	INV#8012985674	05/05/2026	medical waste disposal open	20600-3003-55999	145.49
Stericycle Inc.	INV#8013264909	05/05/2026	medical waste disposal open	20600-3003-55999	145.49
Stericycle Inc.	INV#8013547514	05/05/2026	medical waste disposal open	20600-3003-55999	145.49
Stericycle Inc.	INV#8013831332	05/05/2026	medical waste disposal open	20600-3003-55999	145.49
<b>Fund 20600 - Emergency Medical Services Total:</b>					<b>1,341.26</b>

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 20900 - Fire Protection</b>					
PNM	05508412-F	05/05/2026	Fire Department	20900-3002-57170	116.48
PNM	13758565-F	05/05/2026	Fire Department	20900-3002-57170	103.20
NM Water Service Company	3889605549-E	05/05/2026	FD Water Utilities	20900-3002-57173	85.47
NM Gas Co	INV#05296408-D	05/05/2026	Gas SVS FD	20900-3002-57171	48.86
UniqueFleet, LLC.	INV#25771	05/05/2026	maintenance	20900-3002-54040	1,633.97
UniqueFleet, LLC.	INV#25807	05/05/2026	maintennce	20900-3002-54040	895.50
UniqueFleet, LLC.	INV#25808 \$3733.81	05/05/2026	maintence	20900-3002-54040	3,733.81
AT & T Mobility	INV#287334080831X042620	05/05/2026	Fire Department	20900-3002-57160	336.18
TLC Uniforms	INV#304086	05/05/2026	uniforms open p.o	20900-3002-56110	58.96
TLC Uniforms	INV#304087	05/05/2026	uniforms open p.o	20900-3002-56110	449.70
TLC Uniforms	INV#304668	05/05/2026	uniforms open p.o	20900-3002-56110	404.93
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	FD Helpdesk& cloud backup	20900-3002-55030	814.00
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	FD EDR License & SVS server	20900-3002-55030	326.00
Sharp Electronics Corporatio	INV#9005791760	05/05/2026	Fire Department Copies	20900-3002-57090	18.57
<b>Fund 20900 - Fire Protection Total:</b>					<b>9,025.63</b>
<b>Fund: 21100 - Law Enforcement Protection</b>					
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	PD - EDR License SOC Server	21100-3001-55030	87.00
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	PD help desk & remote moni	21100-3001-55030	675.00
Sharp Electronics Corporatio	INV#9005782560	05/05/2026	PD cloud storage& BDR Servr	21100-3001-56010	332.00
<b>Fund 21100 - Law Enforcement Protection Total:</b>					<b>1,094.00</b>
<b>Fund: 29700 - County EMS GRT</b>					
AT & T Mobility	INV#287334080831X042620	05/05/2026	EMT	29700-2002-57160	104.82
<b>Fund 29700 - County EMS GRT Total:</b>					<b>104.82</b>
<b>Grand Total:</b>					<b>37,124.28</b>

**Fund Summary**

Fund	Expense Amount
11000 - General Operating Fund	25,558.57
20600 - Emergency Medical Services	1,341.26
20900 - Fire Protection	9,025.63
21100 - Law Enforcement Protection	1,094.00
29700 - County EMS GRT	104.82
<b>Grand Total:</b>	<b>37,124.28</b>

**Account Summary**

Account Number	Account Name	Expense Amount
11000-1001-57160	Telecommunications	53.64
11000-2001-57160	Telecommunications	53.64
11000-2002-55030	Contract - Professional S	2,542.16
11000-2002-55999	Contract - Other Service	5,101.20
11000-2002-56010	Software	1,915.76
11000-2002-56060	Supplies - Kitchen	15.55
11000-2002-57150	Subscriptions & Dues	8,800.00
11000-2002-57160	Telecommunications	1,142.60
11000-2002-57170	Utilities - Electricity	1,152.39
11000-2002-57171	Utilities - Natural Gas	96.84
11000-2002-57173	Utilities - Water	585.98
11000-2004-57090	Printing/Publishing/Adv	482.86
11000-2004-57160	Telecommunications	49.98
11000-2008-57160	Telecommunications	101.34
11000-3001-54040	Maintenance & Repairs -	1,375.60
11000-3001-56020	Supplies - General Office	180.57
11000-3001-57160	Telecommunications	359.08
11000-3002-57160	Telecommunications	53.64
11000-3004-55999	Contract - Other Service	698.50
11000-4004-56020	Supplies - General Office	51.18
11000-4004-57090	Printing/Publishing/Adv	99.22
11000-5101-55999	Contract - Other Service	102.24
11000-5101-56030	Supplies - Field Supplies	107.18
11000-5101-57160	Telecommunications	223.84
11000-5104-57170	Utilities - Electricity	213.58
20600-3003-55999	Contract - Other Service	720.52
20600-3003-56070	Supplies - Medical	431.49
20600-3003-56999	Supplies - Other	189.25
20900-3002-54040	Maintenance & Repairs -	6,263.28
20900-3002-55030	Contract - Professional S	1,140.00
20900-3002-56110	Supplies - Uniforms/Line	913.59
20900-3002-57090	Printing/Publishing/Adv	18.57
20900-3002-57160	Telecommunications	336.18
20900-3002-57170	Utilities - Electricity	219.68
20900-3002-57171	Utilities - Natural Gas	48.86
20900-3002-57173	Utilities - Water	85.47
21100-3001-55030	Contract - Professional S	762.00
21100-3001-56010	Software	332.00
29700-2002-57160	Telecommunications	104.82
<b>Grand Total:</b>		<b>37,124.28</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	37,124.28
<b>Grand Total:</b>	<b>37,124.28</b>

# Authorization Signatures

## MAYOR & COUNCILORS

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JOSHUA RAMSELL, MAYOR

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LAWRENCE GORDON, COUNCILOR

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MICHAEL MELENDEZ, COUNCILOR

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MATTHEW MARQUEZ, COUNCILOR

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THOMAS NELSON, COUNCILOR

ATTEST:

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MUNICIPAL CLERK

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
TRIADIC ENTERPRISES, INC.  
AND CITY OF RIO COMMUNITIES**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between TRIADIC ENTERPRISES, INC., a New Mexico corporation with its principal place of business at 121 West Hemlock, Deming, New Mexico (hereinafter called Triadic), and THE CITY OF RIO COMMUNITIES, NEW MEXICO, a statutorily created municipality (hereinafter called City).

**RECITALS:**

**WHEREAS**, the City and Triadic desire to enter into a professional services agreements which agreements provided for equipment, software licensing, software support, and programming services to be provided to the City by Triadic;

**WHEREAS**, the parties desire formalize the arrangement whereby Triadic will provide professional services and equipment for the City during the period provided herein.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

**1.0 CONTRACT SERVICES**

Triadic shall provide the following services and equipment:

1.1 Triadic shall grant and the City shall accept upon the terms and conditions hereinafter set forth non-transferable and nonexclusive licenses to use licensed software (programs), custom designed by Triadic for the functions and the tasks requested by the City. Triadic shall maintain all software produced by Triadic in accordance with State laws, statutes, rules and directives. The custom software (computer programming) provided shall be designed and structured to run on IBM Power Server to fulfill the City's existing functions as stipulated herein, No software shall be provided by Triadic for any other systems or personal computers within the City except as stipulated in paragraph (8) below.

1.2 Triadic shall make changes required by State laws, statutes, rules and directives, or as deemed necessary by the City on the Triadic supplied software to better enhance their data processing ability. Requests for changes by the City shall be in writing with an explanation for the functions and tasks requested by the City, See Appendix A and Appendix B. Triadic shall not be responsible for completion of the City's requested changes if reasonable time is not given to complete said tasks. Triadic will handle program requests only through the individual department heads or their representatives as designated in writing.

1.3 Triadic may provide enhancements to its software from time to time. Such enhancements will be delivered at Triadic's discretion in order to allow Triadic the necessary time for design development, testing, and all other associated programming functions.

1.4 Triadic does not guarantee service results or represent or warrant that all errors will be corrected for any software provided herein unless such errors are reported to Triadic by the City. Triadic agrees that it will make a good faith effort to correct reported software errors in a reasonable time.

1.5 The training, technical orientation and instruction on Triadic supplied software shall be provided only to the designated personnel of the City, which is customarily necessary and incidental in

the trade to the implementation of the agreement services specified in this agreement. Triadic shall not be obligated to train new personnel not participating in the initial training period except in the event that an entire department is replaced, Triadic will train the replacement personnel. All training shall be done at the designated office(s) of the City by qualified personnel of Triadic, or at Triadic's office if agreed upon by the City; provided, however, Triadic will provide additional training at no cost at its offices in Deming, NM; provided, further, Triadic will provide additional training in-person at the City's selected location for a fee (fees to be \$400 per half day, billed in half-day increments plus IRS mileage and per diem if overnight is required).

1.6 All of the migration of City data, user profiles, device configurations, security, and Triadic software from existing IBM Power server to any new IBM Power server.

1.7 All of the computer time necessary for utilization of the software provided under this agreement and necessary to complete the requirements of the City as set forth in this contract.

1.8 The installation and maintenance of the following equipment and software owned or licensed by Triadic from a third party in the designated offices of the City:

Triadic City Software  
TLA Forms  
Jwalk  
Real Vision Imaging (RVI) software and RVI Support Service

1.9 All equipment provided by the City shall be the City's responsibility. This shall include all other hardware, peripheral equipment, costs of operation, maintenance, electrical service, and telephone service.

## 2.0 CHARGES

The City shall pay the following amounts to Triadic.

2.1 *Monthly Maintenance Fee.* The City shall pay a monthly fee of \$882.50 (see Appendix C) plus applicable New Mexico Gross Receipts Tax, beginning on the Effective Date. The monthly maintenance includes the Triadic owned software, third party software maintenance (Forms & Imaging), & Cloud service Maintenance. The monthly maintenance fee will be billed on or around the last day of the month of each month. Payment is due on or before the 30<sup>th</sup> of the following month. Monthly Maintenance is billed in arrears; therefore, one final Monthly Maintenance Fee shall be due and payable the month following the end of the contract term. (See Section 9.0 *Term*). A late fee of 1.5% of the payment due shall be charged on any and all payments that are not paid by the date due. In the event that the City discontinues use of the programs or equipment, at any time, Triadic will not be obligated to refund any of the above specified charges to the City.

2.2 *One Time Fee.* The City will pay a one time setup and conversion fee of \$10,700.00, plus applicable New Mexico Gross Receipts Tax, for initial Licenses, Hardware, Conversion, and Training

2.3 No additional charges shall be assessed or paid hereunder with the exception of charges resulting from the providing by Triadic to the City of extraordinary services, products, or equipment which fall beyond the scope of this agreement. Such "extraordinary" items shall be provided only where specifically requested by the City and where terms such as price, delivery, and date of implementation have been reduced to writing and agreed upon by both parties. Such services include, but are not limited to, special meetings on the City's behalf; fixing problems with equipment and software which are not part of this scope of work; replacing or redoing cabling, configurations, PC functions and configurations, attaching equipment to the system, and service required by IBM which is caused by willful intent of non-Triadic employees.

2.4 Extraordinary charges may be assessed without prior written confirmation if Triadic is called to resolve a problem which upon determination is caused by hardware, hardware configuration, or software not provided by Triadic. Extraordinary charges may be assessed without prior written confirmation if Triadic is called to resolve a problem which is a result of changes to Triadic software

performed by non-Triadic personnel. Extraordinary services except IBM services due to willful intent will be authorized by the City before being provided. Prices for extraordinary services are based on:

Programming Fees	\$150.00/hour
Network Support	\$100.00/hour
Training: On-site (one on one)	\$800.00/day in ½ day increments plus travel and per diem
Computer Time	\$100.00/hour
Mileage by automobile	Standard mileage rate in effect as published by the Internal Revenue Service
Travel by other means	Actual Cost
Travel Time (in addition to mileage above)	\$35.00/hour
Per diem	\$175.00/per day
Special items	Actual Cost (copies of invoices will be provided to the City.)

2.5 No charges shall be made for "minor" modifications in the contemplated system as may reasonably be required by City or that may have been foreseeable in the ordinary course of business and operations. Extraordinary charges can be charged for required modifications which City does not give adequate notice and time to Triadic and results in Triadic's personnel working after hours and/or weekends to fulfill.

2.6 All other equipment, services or software added to this agreement shall either increase the monthly price, be billed as one-time charges, or a combination of both.

### 3.0 USE OF SOFTWARE AND OPTIONAL MATERIAL

3.1 Each software license granted under this agreement authorizes City to use the licensed software in machine readable form on the single Triadic provided Server. Any optional material license granted under this agreement authorizes City to use the optional material in machine readable form on the designated Server as long as this contract is in effect. If the licensed software and/or optional material, in machine readable form, will be used on more than one Server, an additional license will be required for each Server, provided, however, that if the designated Server is inoperative due to malfunction, any license granted under this agreement for such Server shall be temporarily extended to authorize City to use the licensed software and/or material, in machine readable form on any other Server until the designated Server is returned to operation.

3.2 For purposes of this agreement, use is defined as "copying any portion of the licensed software and/or optional materials, instructions or data from storage units or media into the Server for processing". Licenses granted under this agreement authorize the City to utilize licensed software and/or optional materials in printed form, in support of the use of such licensed programs and/or optional materials in machine readable form.

### 4.0 PERMISSION TO COPY OR MODIFY LICENSED SOFTWARE

4.1 The City shall not copy, in whole or in part, any licensed software or optional materials which are provided by Triadic in any form under this agreement. All licensed software and/or optional materials provided by Triadic, in whole or in part which are made hereunder are the property of Triadic and shall be returned to Triadic upon termination of this agreement.

4.2 The City shall take reasonable security and administrative measures for protection of the licensed software, optional material and the like belonging to Triadic while in its possession, but shall not be liable in any manner for an unauthorized disclosure of Triadic censored software and optional materials if said disclosure is not the result of negligence or willful intent on the part of the City, its agents, or employees.

4.3 The City may make changes to any licensed program and utilize any supporting documentation for their own purposes. Any time, travel, or other resources provided by Triadic to correct any errors created by the City shall be considered to be extraordinary services.

## 5.0 CONTROL AND SUPERVISION

The City tasks on which Triadic personnel may or may not assist shall remain under the supervision, management, and control of the City.

## 6.0 PERSONNEL

In recognition of the fact that Triadic's personnel provided to the City under this Agreement may perform similar services from time to time for others, this agreement shall not prevent Triadic from performing such similar services or restrict Triadic from using the personnel provided to the City under this agreement. Triadic reserves the sole right to determine the assignment of its employees.

## 7. CITY RESPONSIBILITIES

In addition to other obligations contained in this Agreement, the City shall be responsible for the following, including but not limited to:

- 7.1 *City-Owned Equipment.* The City shall be responsible for all City owned equipment, firewalls, networks and associated infrastructure (LANs), and email servers and service and domains and communication to Triadic supplied Wireless Metro Area Network (WMAN). The City shall not hide or modify actual users, workstation names, or activity from Triadic as all this information is vital to tracking and auditing. The City shall use due diligence to insure against computer viruses
- 7.2 *Calendar.* Time may be of the essence in certain operations of the City and to ensure timely delivery of compiled data to the City, a schedule of any due dates pertaining to said operations and deemed critical by the City shall be delivered to Triadic with reasonable time to be completed. The City shall be responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output.
- 7.3 *Submission of Data.* To ensure the timely compilation of data by Triadic for subsequent submission to the City in accordance with any timetables set forth by the City, the City shall be obligated to ensure that the basic information for processing shall be submitted to Triadic in a timely manner as agreed to by the parties. The City shall be responsible for all processed data in printed form and shall notify Triadic of the personnel authorized for pick up at Triadic's office. Once delivery has been made, Triadic shall have no further responsibility or liability regarding the delivered data.
- 7.4 *Protection.* The City agrees that it will take reasonable measures for protection of licensed software and optional materials provided by Triadic while in its possession, including the copying, modification protection, and security of licensed software and optional materials.

## 8.0 PROTECTION AND SECURITY

8.1 With respect to financial, statistical, and personnel data relating to the City's operation which is confidential, is clearly so designated, and which is submitted to Triadic by the City in order to carry out this agreement, the City will retain sole ownership of the same and Triadic will ensure by appropriate

measures that such information is kept confidential by using the same reasonable care and discretion that they use with similar data which is designated as confidential. However, Triadic shall not be required to keep confidential any data which is publicly available, is independently developed by Triadic outside the scope of this agreement or is rightfully obtained from third parties not associated with the City or its employees. In addition, Triadic shall not be required to keep confidential any ideas, concepts, know-how, or techniques relating to data processing submitted to it or developed during the course of this agreement by its personnel or jointly by its and the City's personnel.

8.2 The City agrees not to provide or otherwise make available any of the licensed software or optional material, including but not limited to flow charts, logic diagrams, and source code, in any form to any other person without prior written consent from Triadic.

8.3 All processed data shall belong to the City and Triadic shall not be responsible for any errors or omissions in any input data supplied by the City. Triadic shall take reasonable security measures for protection of the data while in its possession but shall not be liable in any manner for an unauthorized disclosure of City data if said disclosure is not a result of negligence on the part of Triadic, its agents, or employees.

8.4 All original written material including programs and programming related materials originated and prepared for the City pursuant to this agreement shall belong exclusively to Triadic. The concepts or techniques relating to data processing developed during the course of this agreement by Triadic personnel shall belong exclusively to Triadic. Each invention, discovery, or improvement which includes concepts or techniques relating to data processing developed pursuant to this agreement shall be treated as follows:

8.4.1 if made by the City's personnel, it shall be the property of the City;

8.4.2 if made by Triadic personnel it shall be the property of Triadic; and (c) if made jointly by personnel of Triadic and the City it shall be jointly owned without accounting.

8.5 Both Triadic and the City shall take reasonable care for protection against any outside sources or computer viruses.

## 9.0 TERM

9.1 This Agreement shall be for a term of five (5) years, commencing on \_\_\_/\_\_\_/20\_\_\_, subject only to City funding requirements, if any, under Section 6-6-11, et seq., NMSA 1978 which may be applicable. The effective date as stated in the first paragraph of this agreement.

9.2 This Agreement may renew at the end of the initial term or any renewal term of one (1) year, for up to 5 one (1) year renewals, for a max of ten (10) years.

9.3 This Agreement shall be automatically renewed each year unless notice is given by either party that such renewal will not occur or the terms of the renewal have changed. Such notice shall be given ninety (90) days prior to the expiration of the appropriate term.

## 10.0 TERMINATION

10.1 This Agreement may be terminated by either party for cause or convenience upon ninety (90) days written notice to the other party which shall state any alleged default by the other party to this Agreement and that party shall have ninety (90) days from the date of mailing to cure any such default.

10.2 In the event that any default is not cured within the said ninety (90) days, this Agreement may be terminated. If there is a dispute as to the failure of one party to substantially perform, that dispute shall be subject to pre-suit mediation as provided herein.

10.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall termination upon written notice by

the City to Triadic. The City is expressly not committed to expenditure of any funds until such time as they are budgeted, encumbered and approved for expenditure by the City. The City's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final. The City shall be deemed to have sufficient appropriations if funding is allocated away from Triadic to another vendor providing the same services if the City has not complied with the termination actions provided herein (See 10.1 and 10.2)

10.4 Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of the City's other rights, the Contractor will:

10.4.1 Transfer, deliver, and/or make readily available to the City every Deliverable, partially completed Deliverable, and any and all other property in which the City Agency has a financial interest, including but not limited to, any and all City Data and/or City Intellectual Property, if any;

10.4.2 Not incur any further financial obligations for materials, services, or facilities hereunder absent the City's prior written approval;

10.4.3 Terminate all of the Contractor's purchase orders and procurements and will cease all work, except as the City Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;

10.4.4 Take and effect all actions as the City may direct, for the protection and preservation of the Deliverables, the City's data and, Intellectual Property, if any, and all other all City property as well as any and all records pertaining to, related to and/or required hereunder;

10.4.5 Cooperate fully in the closeout or transition of Contractor's activities to facilitate City's administration continuity with respect to the City's ongoing projects and programs;

10.4.6 In the event this Agreement is terminated for any reason, or upon its expiration, the City and the Contractor will develop a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement.

The Turnover Plan will state the policies, procedures, and measures necessary to ensure the least disruption in the delivery of the Deliverables during transition to a third party and the Contractor's cooperation with City and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

## 11.0 SUCCESSORS AND ASSIGNS

11.1 Triadic and the City each binds itself, its successors, assigns and legal representatives to the other party to this Agreement, and to the successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither Triadic nor the City shall assign, sublet, or transfer its interest in this Agreement without the advance written consent of the other.

## 12.0 PRE-SUIT MEDIATION

12.1 Condition Precedent; Scope. All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement, or the breach thereof (each, a "Dispute"), shall be submitted to non-binding mediation as a condition precedent to the filing of any lawsuit. Neither party may commence litigation with respect to a Dispute unless and until the mediation process set forth in this Section 12 has been completed or the other party has refused in writing to participate; provided, however, that either party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction at any time to preserve the status quo or prevent irreparable harm without first mediating. 12.2 Notice; Selection of Mediator; Place; Timing. A party seeking to resolve a Dispute shall deliver a written

demand for mediation to the other party at the address provided herein, describing the nature of the Dispute and the relief requested. Within fifteen (15) days after delivery of the demand, the parties shall confer in good faith and attempt to agree upon a single neutral mediator. If the parties are unable to agree upon a mediator within that period, either party may request that the New Mexico Mediation Association, or, if it is unavailable, the American Arbitration Association, appoint a mediator who is a licensed New Mexico attorney or retired New Mexico judge with substantial experience mediating commercial and public-contract disputes. The mediation shall be held in Luna County, New Mexico, or at such other location within the State of New Mexico as the parties may mutually agree in writing, and may be conducted by videoconference upon mutual agreement. The mediation session shall commence within forty-five (45) days after selection of the mediator unless the parties and the mediator agree otherwise in writing. Each party shall be represented at the mediation by a person with full authority to settle the Dispute. Costs; Confidentiality; Tolling; Litigation. The mediator's fees and expenses, and any administrative fees of the appointing body, shall be borne equally by the parties. Each party shall bear its own attorneys' fees and other costs incurred in connection with the mediation. The mediation shall be confidential and treated as a settlement negotiation under the New Mexico Rules of Evidence; no statement, offer, document prepared for, or conduct occurring during the mediation shall be admissible in any subsequent proceeding except as required by law. All applicable statutes of limitation and contractual limitation periods shall be tolled from the date the demand for mediation is delivered until thirty (30) days after the mediation is terminated by the mediator or by written notice from either party. If the Dispute is not resolved through mediation, either party may thereafter commence litigation in the state district court for Luna County, New Mexico, which shall be the exclusive venue for any such action, and the parties consent to the personal jurisdiction of that court.

### 13.0 EFFECT OF AGREEMENT

13.1 It is agreed that Triadic is an independent contractor, acting on its own and is not an employee of the City. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint ventures or members of any joint enterprise.

13.2 Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

13.3 Third Party Beneficiary. 1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for any claim(s) and/or cause(s) of action whatsoever pursuant to the provisions of this Agreement.

13.4 Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables (See 2.2 and 2.3) rendered during this Agreement's term and will retain those records for a period of three (3) years from the date of City's final payment to Contractor hereunder. Contractor's records will be subject to inspection by the City, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office. The City will have the right to audit Contractor's billings prior and subsequent to each of the City's payments made to Contractor.

#### 14.0 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between Triadic and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties.

#### 15.0 GOVERNING LAW

Unless otherwise specified this agreement shall be governed by the law of the State of New Mexico.

#### 16.0 REPRESENTATIONS OF PARTIES

- 16.1 Triadic makes the following representations and warranties:
- 16.1.1 Triadic is a corporation duly organized and validly existing under the laws of the State of New Mexico; has corporate power to carry on its business as it is now being conducted.
  - 16.1.2 Triadic has the legal power and right to enter into this agreement; and the signature hereon of Leandra Stewart, as President of Triadic Enterprises, Inc., constitutes an agreement of shareholders without a meeting pursuant to Section 53-18-8 of the New Mexico Statutes Annotated.
- 16.2 City makes the following representations and warranties:
- 16.2.1 The City is political subdivision of the State of New Mexico and is duly organized and validly existing under the laws of the State of New Mexico; has corporate power to carry on its business as it is now being conducted.

#### 17.0 LIMITATION OF LIABILITY AND REMEDIES

17.1 The City agrees that Triadic's liability shall be limited to City's actual damages and shall not include consequential damages.

17.2 This shall be City's exclusive remedy. No action regardless of form, arising out of the services under this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

17.3 The City's sole liability will be compensation for work performed as of the date of any award or judgment.

17.4 Indemnification. Neither party will 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, Section 41-1-1 to 30, NMSA 1978.

#### 18.0 INSURANCE

Triadic shall maintain all insurances required by the Legislature of the State of New Mexico during the life of the Agreement.

18.1 If, during the life of the Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as

amended), Triadic shall increase the maximum limits of any insurance required herein within a reasonable period of time after receiving notice of any such changes.

18.2 General Liability Insurance with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence.

18.3 Workman's Comp shall comply with the provisions of the Workers' Compensation Act.

18.4 Professional Liability Insurance (errors and omissions), with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

18.5 Technology & Cyber Insurance with policy limits of not less than \$1,000,000.00 per occurrence \$1,000,000.00 combined single limits of liability for Technology, Information Privacy, Network Security, Business Interruption, Cyber Extortion, Financial Fraud, Media Content and Reputational Harm.

## 19.0 WARRANTY

19.1 Triadic warrants only that programming services provided hereunder will conform and accomplish the functions for which they are designed and warrants their merchantability and fitness for a particular purpose.

19.2 In no event will Triadic be liable for consequential damages even if Triadic has been advised of the possibility of such damages.

19.3 The City acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement.

## 20.0 PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

## 21.0 SEVERABILITY

If any provision included in this Agreement proves to be invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions.

## 22.0 ARTICLE XI BRIBES, GRATUITIES, AND KICKBACKS PROHIBITED

Bribes, gratuities and kickbacks are expressly prohibited. This contract incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by Section 13-1-191, NMSA 1978.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed the day and year first above written.

**TRIADIC**  
Triadic Enterprises, Inc.

**CITY**  
City of Rio Communities, New Mexico

By: \_\_\_\_\_  
Leandra MH Stewart  
President

By: \_\_\_\_\_  
Dr Martin D Moore, PhD  
City Manager

Attest: \_\_\_\_\_  
Irmaisela A Rodriguez  
Vice President

Attest: \_\_\_\_\_  
Jennifer Gauna, CPO, NMCPPP  
City Clerk



## APPENDIX A

### Programming Requests

Programming requests can take anywhere from two days to several months to complete, since some requests require the redesign of the data file structures. Therefore we ask the following:

All requests:

- Must be in writing, detailed as to the nature of the requests. Must be dated.
- Must be signed by the designated representative.
- Must include samples of any printouts or a detailed layout of desired items, if available to the requesting party.
- Must be assigned a priority of 1 to 10 with 1 being the highest. Must have a desired delivery date.
- Must go through the designated representative.

Any requests not complying with the above will be rejected. All requests with the same priority will be processed on a first-in, first-out basis. We will return a copy of the request with a possible delivery date if the request cannot be filled by the desired delivery date. If the request cannot be fulfilled at all or it is deemed an inappropriate computer function, a copy of the request will be returned to the requestor with the reasons for non-completion.

Any differences or problems in establishing reasonable delivery will be resolved between the designated representative, Triadic, and if necessary, a representative from IBM.

Request must be mailed to Triadic at P.O. Box 471, Deming, NM, 88031, faxed to (575) 546-8330, emailed to [tei@triadicnet.com](mailto:tei@triadicnet.com), or delivered in person to a member of Triadic's staff.

APPENDIX B

Triadic Enterprises, Inc  
Email [tei@triadicnet.com](mailto:tei@triadicnet.com) Fax (575) 546-8330

**REQUEST OR PROBLEM SAMPLE FORM**

DATE: \_\_\_\_\_

EXISTING PROBLEM OF MENU OPTION \_\_\_\_\_

PERSON REQUESTING \_\_\_\_\_

REQUESTED COMPLETION DATE \_\_\_\_\_

AUTHORIZATION \_\_\_\_\_

DESCRIBE REQUEST (OR PROBLEM) IN DETAIL \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF POSSIBLE GIVE AN EXACT EXAMPLE OR ATTACH COPY, SCREENSHOT, OR LAYOUT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WAS THERE AN ERROR MESSAGE ON THE COMPUTER WHILE RUNNING THE PROGRAM? YES NO  
IF YES, PLEASE WRITE THE MESSAGE AND OPTIONS HERE:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE COMPLETED

\_\_\_\_\_  
TRIADIC SIGNATURE



City of Rio Communities

Request for Quote  
Accounting Services



# Beasley, Mitchell & Co.

Certified Public Accountants

May 01, 2026

The City of Rio Communities  
Martin Moore, City Manager  
360 Rio Communities Blvd.  
Rio Communities, NM 87002

Re: Request for Quote

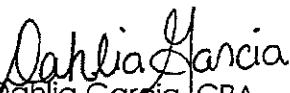
Dear Dr. Martin Moore,

I am pleased to present our quote to provide accounting services, continue monthly accounting services for for The City of Rio Communities (the City).

We take pride in our service and are confident that you will find our services to be of the highest degree of professionalism and quality. I believe that with our experience with municipalities, governmental funding and single audits, and overall knowledge and audit experience, we are an excellent choice for the City. Beasley, Mitchell & Co., LLP has experience in providing all the services outlined in the request for qualifications. This quote is valid for ninety (90) days after the deadline for submission of the proposal, or sixty (60) days after receipt of a best and final offer if one is submitted.

We look forward to building such a relationship with you. If you have any questions, please contact me at 915-831-9253 or by email at [garciaadp@bmc-cpa.com](mailto:garciaadp@bmc-cpa.com). The concurring audit partner on this engagement is Brad Beasley, CPA, CGMA and he may be contacted at 575-528-6700 or by email at [brad@bmc-cpa.com](mailto:brad@bmc-cpa.com). Dahlia Garcia is authorized to make representations for Beasley, Mitchell & Co., LLP and to bind our firm to a contract.

Very truly yours,

  
Dahlia Garcia, CPA  
Partner

## **TEAM QUALIFICATIONS AND EXPERIENCE**

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Competence is derived from a combination of education and experience. All the employees at Beasley, Mitchell & Co., LLP are evaluated and assigned to projects that are within their level of education and experience. As a result, The City of Rio Communities will work with competent, technical employees that will provide quality service. Beasley, Mitchell & Co., LLP currently provides Auditing and Assurance services to over 100 clients. Among these, we have extensive experience in financial statement audits, evaluations of internal control, compliance audits, single audits, agreed upon procedures, and program specific audits for various not-for-profit organizations.

Beasley, Mitchell & Co., LLP believes staff continuity provides better services to our clients. We realize that continued use of new staff on engagements results in additional work and time spent by both the firm and the client, so we strive to limit the turnover in staffing. The firm has experienced low turnover rates in its auditing and accounting practice.

### **OUR SERVICE TEAM FOR THE CITY OF RIO COMMUNITIES**

Staff Assigned to the City:

- Brad Beasley, CPA, CGMA, Leading Partner
- Dahlia Garcia, CPA, Audit & Assurance Partner
- Lizeth Martinez, Client Accounting Services Manager
- Viviana Solis, Client Accounting Services Specialist

**Qualifications found on next page**

**"Diversity, Training, Relationships. Auditing is not just a job, it's a resource with Beasley, Mitchell & Co."  
- Daniela Johnson, Village Clerk, Village of Mosquero**

## **TEAM QUALIFICATIONS AND EXPERIENCE (CONTINUED)**

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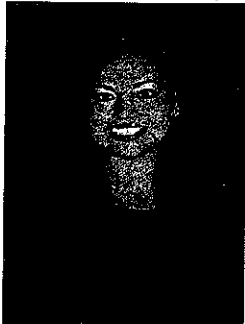
### **Brad M. Beasley, CPA, CGMA, Leading Partner**



#### **Qualifications**

Brad has been with Beasley, Mitchell & Co. since 2004, and a Partner since 2008. At Beasley, Mitchell & Co., Brad manages the Audit and Assurance practice and provides accounting and tax services to a broad range of clients with concentration in Government, not-for-Profit, and commercial and residential construction. He worked in Internal Audit and SEC compliance while working in the gaming industry for Harrah's Entertainment (now Caesars' Entertainment). Brad has serviced many entities including Burrell College of Osteopathic Medicine, Emergence Health Network, Borderplex Alliance and many more. He serves on the AICPA Assurance Services Executive Committee and is on the Audit Committee of New Mexico State University. Brad has well over 120 hours of CPE in the last 3 years, which includes 36 hours of yellow book CPE.

### **Dahlia Garcia, CPA, Audit & Assurance Partner**



#### **Qualifications**

Dahlia serves as a Partner in the Audit & Assurance department, having joined Beasley, Mitchell & Co., LLP in 2015 after working for four years at an accounting firm in El Paso. She has not-for-profit and governmental experience, and receives extensive yellow book training on a regular basis. Dahlia has provided external audit, risk assessment, and control assurance to many not for profit organizations. Dahlia has been auditing not for profit organizations since 2011 and manages a large book of business. Dahlia has serviced many entities including City of Sunland Park, Cibola County, City of Artesia, City of Tucumcari, and many more. Dahlia has well over 120 hours of CPE in the last 3 years, which includes over 60 hours of yellow book CPE.

## **TEAM QUALIFICATIONS AND EXPERIENCE (CONTINUED)**

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### **Lizeth Martinez, CAS Manager**



#### **Qualifications**

Lizeth (Liz) Martinez, Client Accounting Services (CAS) Manager, joined Beasley, Mitchell & Co. as a CAS Manager in 2024. Liz graduated with a Bachelor of Business Administration and Accounting from New Mexico State University in 2018. Liz comes to us with over eight years of experience in accounting and as a controller. She currently holds a manager position in the CAS department, where she oversees multiple clients and staff who process payroll and accounting services and prepare financials for BMC clients. Liz's experience and tasks include QuickBooks, payroll, tax accounting functions, and extensive experience in various computer software.

### **Viviana Solis, CAS Specialist**



#### **Qualifications**

Viviana has over ten years of experience improving operational efficiency and ensuring financial health for non-profit and for-profit organizations. Her background includes experience in month-end close processes, financial reporting, budget development, audit preparation and grants management. She is a graduate of New Mexico State University.

## PROPOSED FEES

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<b>ESTIMATED FEE SCHEDULE FYE 2026</b>			
	Estimated Hours	Frequency	Cost
Monthly accounting and Quarterlies	500	\$160/Hourly	80,000
Sub-Total	500		80,000
Tax			6,900
<b>Total</b>	500		<b>\$ 86,900</b>

These proposed fees are for the five month period covering January 1, 2026 to December 31, 2026.

We bill based on hourly rates, which will be capped at \$160 and \$80,000 total for the listed services above.

From time to time you may have a question or issue that you would like to discuss immediately. We are always available via phone or email. We are prompt in responding to your needs and are able to respond quickly to both routine requests and requests for special services. We anticipate a customary level of incidental questions and research, which is provided at no additional charge.

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE**  
**Rio Communities: Horner/Hilldale Phase 1**

OPINION OF PROBABLE CONSTRUCTION COST

SHORT DESCRIPTION	SUBTOTAL AMOUNT	GR TAX 8.3000%	TOTAL AMOUNT
ROADWAY	\$1,126,851.12	\$93,528.64	\$1,220,379.76
CONSTRUCTION ENGINEERING	\$91,190.00	\$7,568.77	\$98,758.77
DRAINAGE	\$401,855.08	\$33,353.97	\$435,209.05
CONSTRUCTION SIGNING	\$99,220.00	\$8,235.26	\$107,455.26
PERMANENT SIGNING & STRIPING	\$31,860.07	\$2,644.39	\$34,504.46
HORNER STREETLIGHTS - PHASE 1	\$174,988.65	\$14,524.06	\$189,512.71
CERTIFICATIONS	\$27,212.00	\$2,258.60	\$29,470.60
CONTRACT DOCUMENTS	\$6,830.00	\$566.89	\$7,396.89
CONSTRUCTION OBSERVATION	\$266,580.00	\$22,126.14	\$288,706.14
CONSTRUCTION RELATED SERVICES	\$68,340.00	\$5,672.22	\$74,012.22
<b>TOTAL =</b>	<b>\$2,294,926.92</b>	<b>\$190,476.93</b>	<b>\$2,485,403.85</b>

**GENERAL INFORMATION**

Preparation Date: 05/11/2026

Project Title: Homer St./Hilandale Ave. Reconstruction Phase 1 – Highway 47 to Brugg Dr. Project

Local Entity: City of Rio Communities  
(Applicant)

Is there an approved Governing Body resolution for this application  
 YES  NO  PENDING If pending, date expected \_\_\_\_\_

**Responsible Charge**

Name: Dr. Martin Moore, Ph.D.

Phone: 505-274-0577

Title: City Manager

Email: mmoore@riocommunities.net

**PROJECT DESCRIPTION**

Project Type (Check all that apply):

- ROADWAY  BRIDGE  SAFETY  PLANNING/DESIGN  OTHER

If you chose "OTHER" please clarify here: Construction Management

**Project Scope:**

This project will include the reconstruction of 2 driving lanes, driveways, replacement of deficient drainage structures and new roundabout construction along Horner Street.

Project Phases to be included in request (Check all that apply):

- PLANNING  
 PRELIMINARY ENGINEERING/DESIGN  
 CONSTRUCTION  
 CONSTRUCTION MANAGEMENT & TESTING  
 RIGHT OF WAY ACQUISITION

**Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?**

NO  YES If yes, please indicate bridge #: \_\_\_\_\_

**Is the request to continue or advance a phase of a previous project?**

NO  YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: Municipal Arterial Program

Previous Phase Project Scope: 90% Design

Completion Date of Previous Phase: 02/2024

Current Phase being requested: Construction and Construction Management

**Project Location**

Route Number and/or Street Name: Horner Street

**Project Termini:**

Beginning Mile point and/or intersection: Highway 47

Ending Mile point and/or intersection: Brugg Drive

Total length of proposed project: 0.37 miles

**NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".**

**A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.**

**Is the project located in full or in part within a department right-of-way or NHS route?**

NO  YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

**Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way?**

NO  YES If yes, a "Letter of Approval or Letter of Support" is required from the NMDOT District Engineer.

**Will the project impact known environmental and/or cultural resources?**

NO  YES If yes, please clarify \_\_\_\_\_

**Is this project tied to any past or future federal funding?**

NO  YES If yes, please identify \_\_\_\_\_

**Does the Local Entity intend to apply for Match Waiver Funding\*?**

NO  YES

*\*Checking this box does not guarantee Match Waiver funding, approval is based on a financial analysis from the Department of Finance and Administration.*

**PROJECT COSTS:**

Column A (Not Phased)			Column B (Phased)
If project is <b>not</b> phased, complete column A only.			Total Phases No. (1, 2, 3, I, II, III, etc.): 3
If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			The amount below represents the cost of the entire project and will be greater than Column A.
			Total Project Cost: <b>\$8,827,332.56</b>
<b>Percentage Estimates:</b>			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs. The requested funding is to construct Phase 1 of the project. The other two phases require land acquisition. The projected opinion of probable construction cost breakdown is as follows: - Phase 2: \$2,926,889.38 - Phase 3: \$3,415,037.33
Total State Share	95%	\$2,361,135.56	
Total Local Match	5%	\$124,270.29	
<b>Total cost</b>	<b>100%</b>	<b>\$2,485,405.85</b>	

LOCAL ENTITY REVIEW:				
By:	Date:	Project is Feasible:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
NMDOT DISTRICT REVIEW:				
By:	Date:	Project is Feasible:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p><u>NMDOT District comments.</u></p>
<p><u>NMDOT Environmental Bureau comments.</u></p>

**Topics to discuss during all PFF meetings:**

- Is this project included in any other planning documents? (Comprehensive Plan, ICIP, etc.)
- Does the Local Entity have the minimum match required for the project? If not, does the Local Entity intend to apply for a match waiver?
- If match waiver is not approved will the Local Entity still be able to complete the project?
- Does the Local Entity have a good track record for responsible use/tracking of state funds? Have they met closeout deadlines? Have they successfully completed other state funded projects in a timely manner?
- Has the Local Entity had any issues with design/construction in the past?
- Does the Local Entity have major audit findings that would prevent them from being a responsible fiscal agent?

**Additional topics to discuss during PFF meetings ONLY if project is on or intersects with an NMDOT or NHS route:**

- Is the Local Entity familiar with the NMDOT T/LPA Handbook? Has the person in responsible charge attended one of the T/LPA Handbook trainings?
- Is the project within NMDOT ROW? If so, does the district support the project?
  - Are agreements necessary for maintenance and operations? (Lighting agreements, landscaping, etc.)
  - Will the District require the Local Entity to follow specific criteria/specifications if project is awarded?
- The Local Entity must follow the NMDOT specifications as outlined in the "Specs for Highway and Bridge Construction" unless the appropriate NMDOT Design Center grants permission prior to design for the Local Entity to use other specs.



# New Mexico Board of Finance

## Emergency Operating Fund Grant/Loan Request

### REQUEST REQUIREMENTS

This guide is intended to assist public entities in complying with SBOF Emergency Funding Policy 11-03 and providing standard information and documentation needed for consideration. **Only public entities are eligible for emergency funding.** Please reference the policy in its entirety along with this checklist to ensure you are following all requirements.

**Refer to the policy in its entirety when preparing this application.**

**<https://www.nmdfa.state.nm.us/board-of-finance/emergency-loans/>**

#### A. SUBMITTING A REQUEST

To submit a request for a loan or grant, the public entity must provide all required information and documents under Section B. Incomplete requests will cause a delay in consideration. To submit a request, email one (1) bookmarked PDF file with all documents to: [BOF\\_Administrator@state.nm.us](mailto:BOF_Administrator@state.nm.us).

**!!! Prior to submitting a request, the entity MUST reach out to the Board of Finance administrator indicating its interest or plan to request emergency funds.**

#### B. REQUIRED INFORMATION/DOCUMENTS

The public entity must provide all the following required information to be considered for an emergency loan or grant.

- **Summary Request Letter** addressed to the Director of the Board of Finance and includes:
  - A summary of the emergency describing the nature of the emergency, nature of the request, and other pertinent and detailed information that will provide staff a full picture of the situation and request
  - Whether a grant or loan is being requested
  - A list of all other funding options explored and whether entity is seeking funding elsewhere
  - The amount of grant/or loan funding being requested and the basis for the amount
  - The community being impacted and governing body that is seeking the grant/loan
  - Statement that the public entity will agree to submit completed quarterly reports on SBOF authorized forms.
- **Emergency Funding Application Form & Requirements**  
Form must be completed and submitted with all the required information in sufficient detail
- **Financial Information Supplement**  
Supplement form must be completed and submitted with all the required information and attachments in sufficient detail
- **Signed Resolution of the Governing Body\***  
Resolution must be signed and must include the details of the emergency, the type of funding (loan/grant), the amount of funding being requested, and a statement of approval to request the type and amount of emergency funding from the Board of Finance
- **Environment Department Recommendation**  
For emergency requests related to water, wastewater, natural disasters, and other environmental emergencies, the entity should submit evidence that the NM Environment Department has been notified of the emergency and recommends the project for funding.

\*Requirement not applicable to State agencies requesting emergency funds

The Board of Finance typically meets monthly. We understand that the request is for an emergency situation. Staff will work diligently to have the request considered at the next Board meeting. We cannot, however, guarantee consideration at the next immediate meeting, depending on the timing in which the request is received and application contents and status of review. For a schedule of Board meetings, visit: <https://www.nmdfa.state.nm.us/board-of-finance/monthly-meetings/>.

#### APPLICATION DOCUMENTS:

[HTTPS://WWW.NMDFA.STATE.NM.US/BOARD-OF-FINANCE/EMERGENCY-LOANS/](https://www.nmdfa.state.nm.us/board-of-finance/emergency-loans/)

#### CONTACT US

[BOF.ADMINISTRATOR@STATE.NM.US](mailto:BOF.ADMINISTRATOR@STATE.NM.US) | 505-827-4980



# New Mexico Board of Finance Emergency Operating Fund Grant/Loan Request

## APPLICATION FORM & REQUIREMENTS

This application is intended to assist public entities in complying with SBOF Emergency Funding Policy 11-03 and providing standard information and documentation needed for consideration. Only public entities are eligible for emergency funding.

**Refer to the policy in its entirety when preparing this application.**

<https://www.nmdfa.state.nm.us/board-of-finance/emergency-loans/>

### ENTITY INFORMATION

Public Entity \_\_\_\_\_ Date \_\_\_\_\_  
Submitted by \_\_\_\_\_ Email \_\_\_\_\_ Phone Number \_\_\_\_\_

### INSTRUCTIONS

The public entity must attach a PDF document to this cover page that includes **DETAILED** responses to the following required information. This form and the attachment should be provided in the overall request packet with all other required information and documents. Please refer to the Emergency Operating Fund Grant/Loan Request Requirements for more information.

### REQUIRED INFORMATION

If any information below is not applicable to the public entity or its request, please state so in the PDF for each item that is not applicable.

#### DESCRIPTION OF THE EMERGENCY

- ◆ Provide a DETAILED description of the emergency. The description must include (but should not be limited to) when the emergency began or was identified, the nature of the emergency, what governmental services are not being delivered, and the effect of the failure of the service on the public health, safety, and welfare of the community and its individuals. The entity must note the current/immediate impacts to the community and be clear as to whether the impacts are a cessation of services, a reduction in services, or an impact of another nature.
- ◆ Identify the number of individuals affected by the emergency and the geographic area impacted.
- ◆ Provide a DETAILED explanation of why the situation is an unforeseen circumstance. The response must also address why the emergency could not reasonably have been addressed with funding from a past legislative session.
- ◆ Describe in DETAIL how the emergency is affecting the community/entity. This must include (but should not be limited to) how individuals are being affected by the emergency and what would happen should this emergency funding not be provided. What are the 3-month, 6-month, and 1-year impacts of the emergency should funding not be received?
- ◆ Describe in DETAIL if and how the emergency is impacting the functioning of the public entity's operations or other functions of the entity.
- ◆ Provide a DETAILED description of how the public entity responded to the emergency. This must include (but should not be limited to) a timeline evidencing when the emergency began, when public entity became aware of the emergency, when various actions were taken to address the emergency (including when other funding sources were sought, if applicable), and any other information on how the public entity has addressed or dealt with the emergency.

#### APPLICATION DOCUMENTS:

[HTTPS://WWW.NMDFA.STATE.NM.US/BOARD-OF-FINANCE/EMERGENCY-LOANS/](https://www.nmdfa.state.nm.us/board-of-finance/emergency-loans/)

#### CONTACT US

BOF.ADMINISTRATOR@STATE.NM.US | 505-827-4930

- ◆ Provide a list of ALL austerity measures explored and exhausted that the public entity has taken to fund a response to the emergency.
- ◆ Provide an EXHAUSTIVE LIST OF ALL other funding explored and exhausted. This should include an evaluation of the public entity's current assets, budget, and reserves as well as external funding sources, both loans and grants. For any funding explored but not sought, the entity must describe why it did not seek the funding.
  - ~ *Note that significant priority will be given to entities that have thoroughly explored other funding sources and are utilizing other funding sources for a portion of the emergency.*
- ◆ Describe why the emergency cannot reasonably await funding from the next legislative session and why it cannot await other available funding sources (loans or grants from other entities/organizations).

## FUNDING REQUEST

- ◆ Identify whether a loan or grant is being requested and the amount of funding requested.
  - ~ *Priority will be given to requests that can be addressed without reasonably restricting the amount of emergency funding available for other potential requests that may be made through the remainder of a fiscal year.*
  - ~ *Priority will be given to loan requests, except in the case of general-funded state agencies.*
- ◆ Describe in **DETAIL** how the funds would be used. This must include estimates of work to be done or equipment to be purchased. It must also include a timeline of the use of funds, from receipt to completion of the project/use of funds in entirety. If the entity has already encumbered funds, identify the portion of the request that would cover encumbered versus future expenditures.
  - ~ *Invoices or copies of estimates must be provided. If not available, please describe why and how the entity calculated the amount of funding being requested.*

### If a grant is requested:

- ◆ Describe in **DETAIL** why the entity cannot request a loan or reasonably afford to repay a loan. This must include a description of the public entity's limitations for repayment for a short-term (less than 5 years) and long-term (more than 5 years) loan.

### If a loan is requested:

- ◆ Identify the proposed timeline for repayment, to include whether monthly, quarterly, or annual payments will be made and the repayment term.
  - ~ *Priority will be given to requests where a portion or all of the loan will be repaid in the same fiscal year in which the loan is provided.*
- ◆ Confirm that the public entity will pledge and encumber funds for repayment each fiscal year that the loan is outstanding, in accordance with the repayment schedule proposed by the public entity.
- ◆ Confirm whether or not the entity agrees to pledge its revenues for loan repayment.
  - ~ *Priority will be given to entities that have taken steps or agree to take steps to pledge revenues.*
- ◆ Describe how the public entity will ensure it can meet its loan repayment commitment. This must refer to the public entity's projected budget, and information provided as part of the Financial Information Supplement and budget documents.

## OTHER

- ◆ If the public entity is a water association/system: Confirm that the system is a drinking water supply system in common.



# New Mexico Board of Finance Emergency Operating Fund Grant/Loan Request

## FINANCIAL INFORMATION SUPPLEMENT

This worksheet is intended to assist public entities in complying with SBOF Emergency Funding Policy 11-03 and providing standard information and documentation needed for consideration. Only public entities are eligible for emergency funding. **Refer to the policy in its entirety when preparing the application and the financial information worksheet.**  
<https://www.nmdfa.state.nm.us/board-of-finance/emergency-loans/>

### ENTITY CONTACT INFORMATION

Submitted by \_\_\_\_\_ Date \_\_\_\_\_  
Public Entity \_\_\_\_\_ Email \_\_\_\_\_ Phone Number \_\_\_\_\_

### INSTRUCTIONS

The public entity must attach a PDF document to this cover page that includes responses to the required information and all required documents listed below. The combined cover page, PDF, and the required documents must be provided in the overall request packet with all other required information and documents. Refer to the Emergency Operating Fund Grant/Loan Request Requirements for more information.

### REQUIRED INFORMATION

#### INFORMATION & DOCUMENTS REQUIRED

- ◆ Provide the public entity's **budget and actuals for the previous three (3) fiscal years**. This must include the public entity's beginning and ending balances (if applicable) and budgeted revenues and expenditures alongside actual revenues and expenditures, by budget category. If applicable, the entity may provide the budgets reviewed and approved by the Department of Finance and Administration's Local Government Division and quarterly revenue and expenditure reports.
- ◆ Provide the public entity's **projected budget for the next fiscal year**. This must include the projected beginning and ending balances (if applicable) and budgeted alongside actual revenues and expenditures by budget category.
- ◆ Provide the public entity's current balance sheet that shows assets and liabilities.
- ◆ Describe any budget line items and any reserves or uncommitted funds/balances that have been considered for use in funding the emergency. For example, are there any budgeted balances that could be committed to the emergency, any vacancy savings that could be utilized, or reserve other saving balances that could be tapped? If the public entity has reserves that it is not using for the emergency, it must describe why those reserves cannot be used for the emergency.
- ◆ Describe the entity's compliance with applicable audit requirements. For local public bodies, this means that the most recent fiscal year audit has been submitted to the State Auditor's Office. List any material findings in the entity's most recent audit. *If the entity is not audit compliant, describe why. Note that if the entity is not audit compliant, the request may not be considered, or the public entity may be required to identify a fiscal agent.*
- ◆ Identify and describe any outstanding debt held by the public entity, including bonds, lease purchase agreements, and other loans. This must include (but should not be limited to) when any debt was incurred, the original principal amount of the debt, the terms of the debt (interest and repayment period), current balances owed, and when the debt will be paid in full.

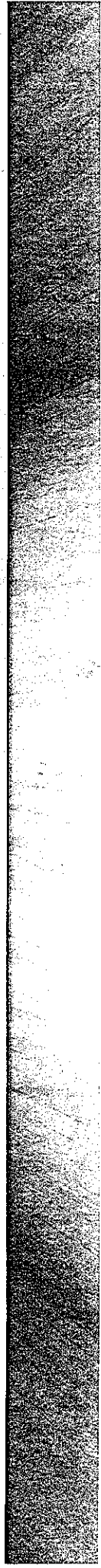
~ *For loan requests, priority will be given to public entities with relatively low outstanding debt and where the requested loan would be on parity with outstanding debt.*

- ◆ Describe the public entity's plan for future financial stability. This must refer to the public entity's projected budget, and information provided as part of the Financial Information Supplement and budget documents.
  - ◆ Provide a DETAILED history of the utility rates charged to customers of the district/association (at least 10 years) and specifically identify the last time rates were increased and by how much.
  - ◆ Provide a DETAILED history of maintenance expenditures related to the utility system. If the emergency is related to deferred maintenance, the public entity must describe why and for what specifically maintenance was deferred.
  - ◆ Provide DETAILED information on revenue collections from district/association customers. This must include (but should not be limited to) the number and percentage of customers delinquent on utility payments and how the entity has sought delinquent payments.
  - ◆ Confirm that, if a drinking water system, that the system is a drinking water supply system in common.



CITY OF RIO  
COMMUNITIES

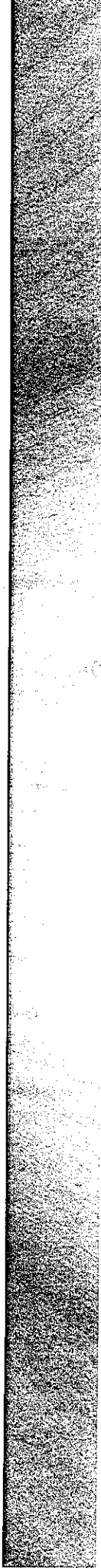
# General Fund Property Tax Revenues





# Budget Gap-\$1.15 Million

CITY OF RIO  
COMMUNITIES





## General Property Tax Information

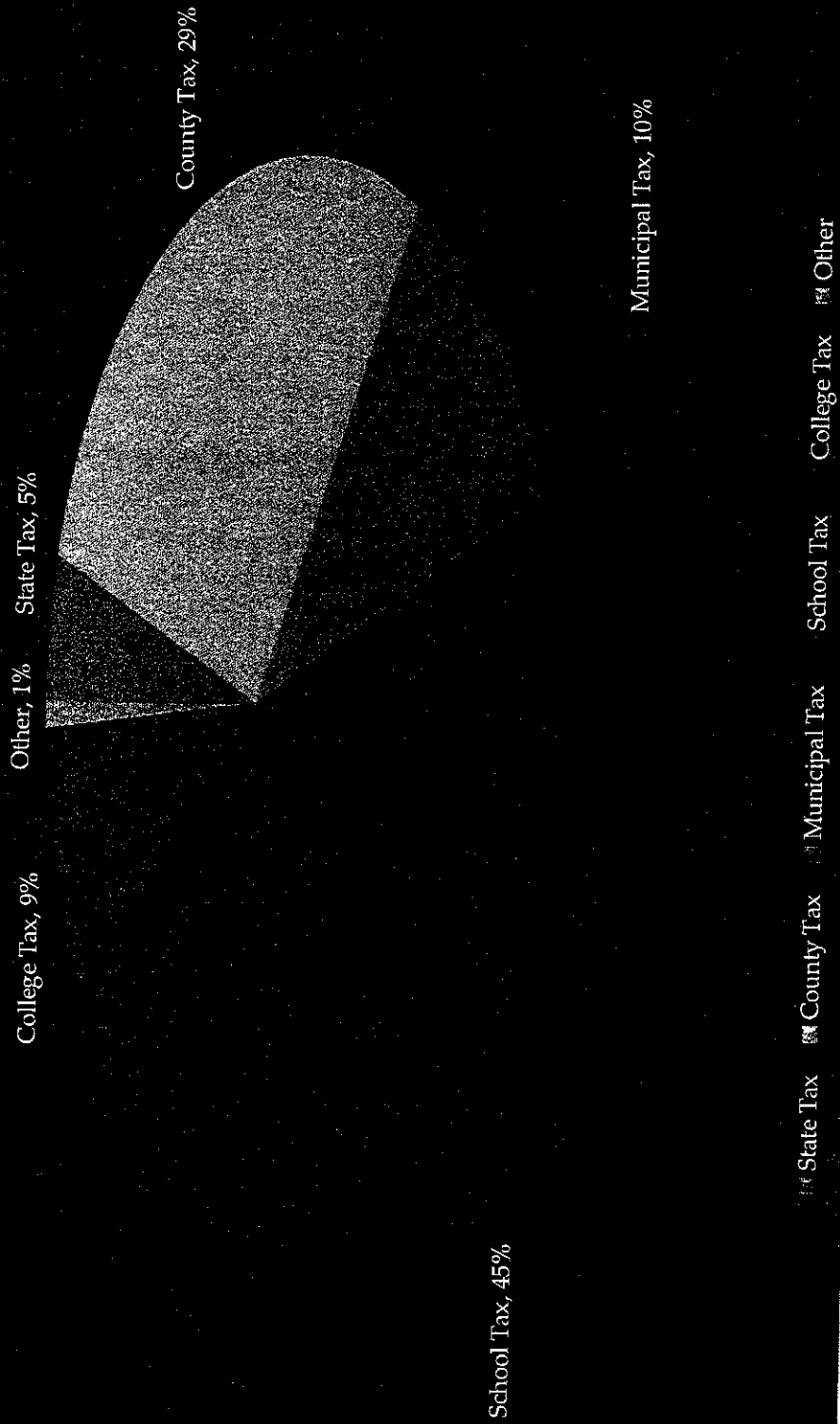
Mills Available to Municipalities	Residential/Non-Residential Mills Enacted	Total Mills Remaining
7.65	2.75	4.9

1 Mill = \$1 per \$1,000 of Assessed Value  
Assessed Value is 1/3 of Market Value



# TYPICAL PROPERTY TAX BILL BY PERCENTAGE

## Percentage by Entity





Source: Valencia County Tax Rates in Mills (2019-2022)

## Taxable Property Valuations

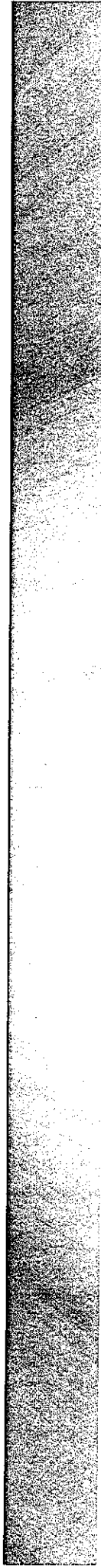
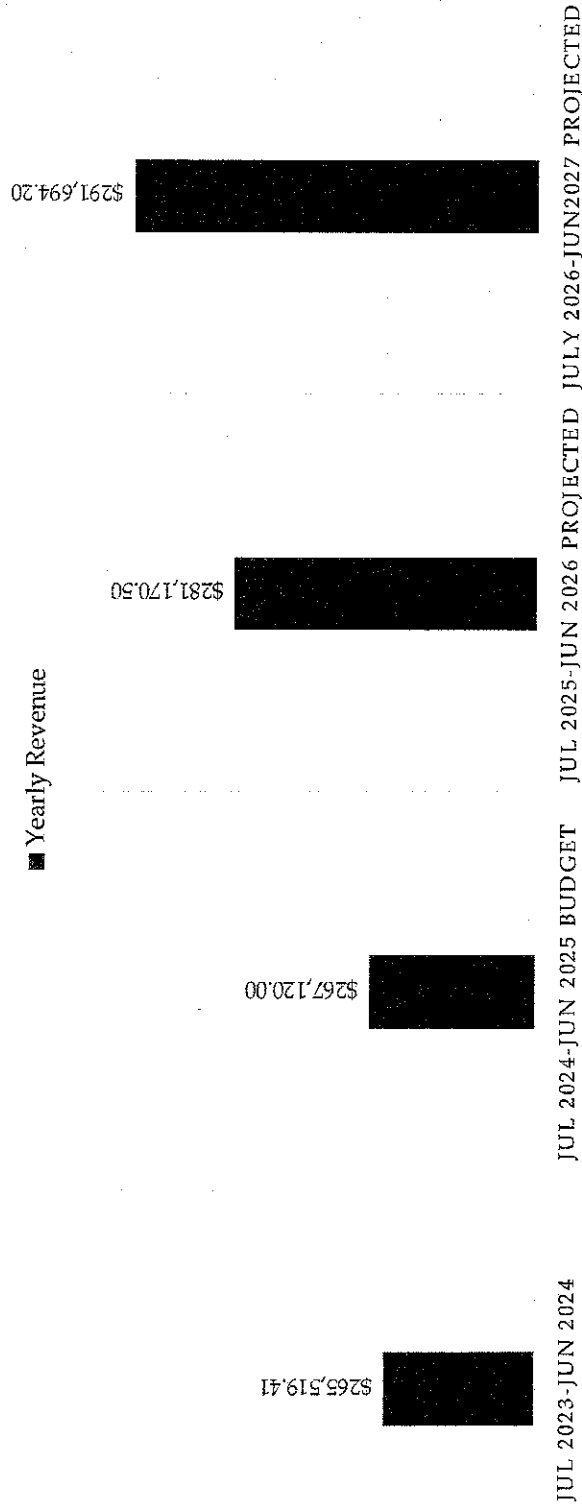
Tax Year	Residential	Non-Residential	Total Taxable Value
2021	\$81,134,643	\$11,134,992	\$92,269,635
2022	\$84,901,537	\$10,497,403	\$95,398,940
2023	\$89,211,266	\$10,684,860	\$99,896,126
2024	\$93,293,744	\$13,080,946	\$106,374,690
2025	\$96,575,746	\$14,078,084	\$110,667,830



# Property Tax Revenue — At 2.75 Mills Based on Increase in Taxable Value

## FISCAL YEAR REVENUE

■ Yearly Revenue



# PROPERTY TAX BILL BREAKDOWN

## Calculation Tax Bill Breakdown

Net Property Value (Residential)	Taxable Value (1/3 of Total Net Value)	State Tax	County Tax	Municipal Tax At 2.75 Mil Rate	School Tax	College Tax	Other Special District
\$150,000	\$50,000	\$68.00	\$368.35	\$136.00	\$593.90	\$122.20	\$12.50
\$200,000	\$66,667	\$90.67	\$515.13	\$181.33	\$791.87	\$162.93	\$16.67
\$250,000	\$83,333	\$113.33	\$643.92	\$226.67	\$989.83	\$203.67	\$20.83
\$300,000	\$100,000	\$136.00	\$772.70	\$272.00	\$1,187.80	\$244.40	\$25.00
\$350,000	\$116,667	\$158.67	\$901.48	\$317.33	\$1,385.77	\$285.13	\$29.17
\$400,000	\$133,333	\$181.33	\$1,030.27	\$362.67	\$1,583.73	\$325.87	\$33.33

These figures are estimates only



# Best Case Forecast

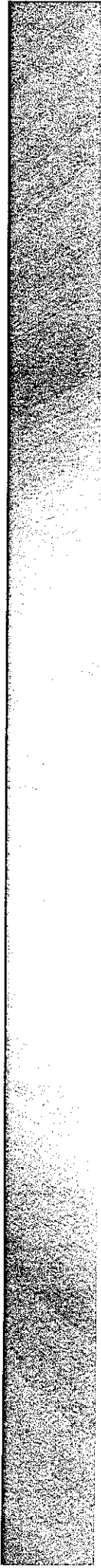
## Property Tax Revenue – At 4.9 Mil Increase

### Based on 2025 Taxable Value

#### YEARLY REVENUE



BASELINE---FISCAL 2026-  
2027 PROJECTION BASED  
ON CURRENT MIL RATE



# PROPERTY TAX BILL BREAKDOWN

## Calculation Tax Bill Breakdown

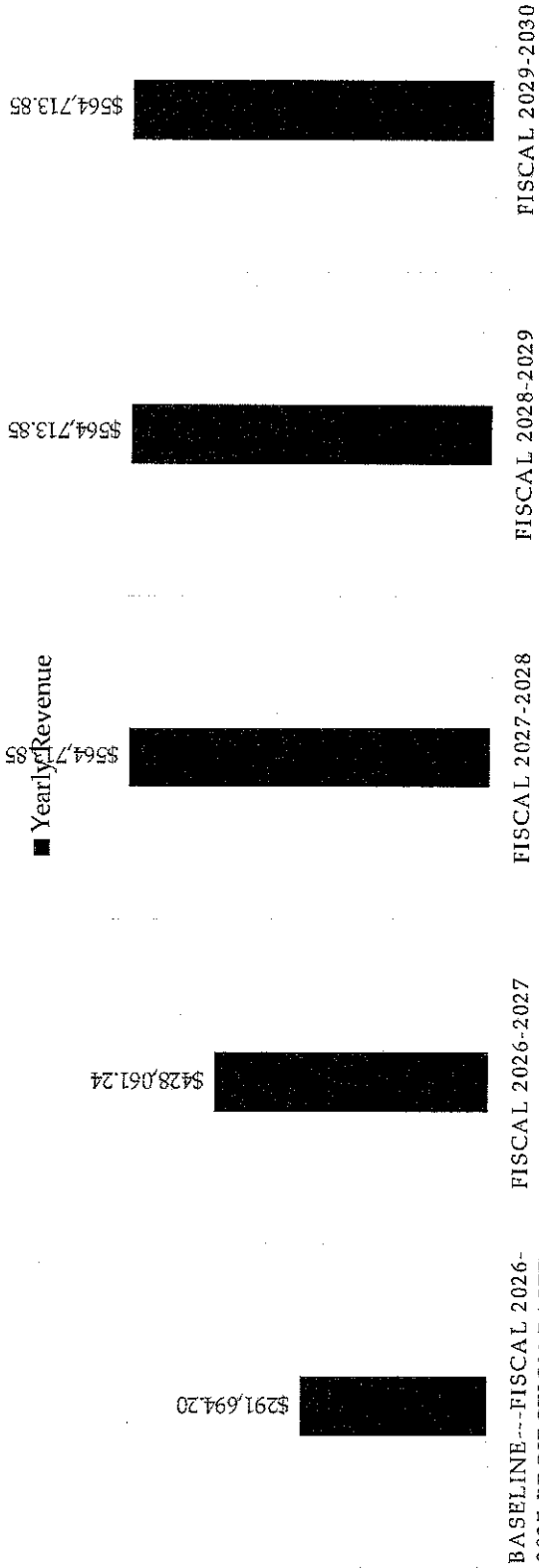
Net Property Value (Residential)	Taxable Value (1/3 of Total Net Value)	State Tax	County Tax	Municipal Tax At 7.65 Mil Rate	School Tax	College Tax	Other Special District
\$150,000	\$50,000	\$68.00	\$368.35	\$382.50	\$593.90	\$122.20	\$12.50
\$200,000	\$66,667	\$90.67	\$515.13	\$510.00	\$791.87	\$162.93	\$16.67
\$250,000	\$83,333	\$113.33	\$643.92	\$637.50	\$989.83	\$203.67	\$20.83
\$300,000	\$100,000	\$136.00	\$772.70	\$765.00	\$1,187.80	\$244.40	\$25.00
\$350,000	\$116,667	\$158.67	\$901.48	\$892.50	\$1,385.77	\$285.13	\$29.17
\$400,000	\$133,333	\$181.33	\$1,030.27	\$1,020.00	\$1,583.73	\$325.87	\$33.33

These figures are estimates only

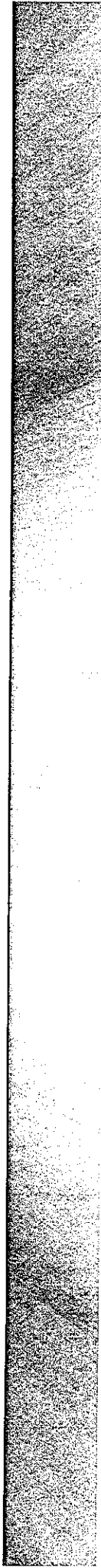


**Best Case Forecast**  
**Property Tax Revenue – At 2.5 Mil Increase**  
**Based on 2025 Taxable Value**

**YEARLY REVENUE**



BASELINE---FISCAL 2026-2027 PROJECTION BASED ON CURRENT MIL RATE



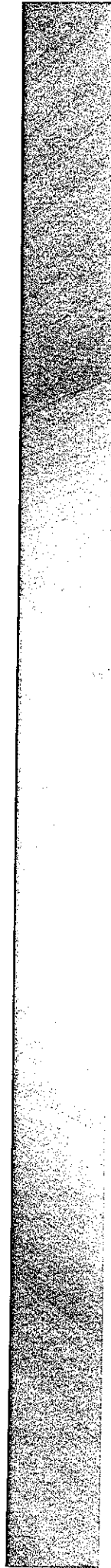
# PROPERTY TAX BILL BREAKDOWN

## Calculation Tax Bill Breakdown

Net Property Value (Residential)	Taxable Value (1/3 of Total Net Value)	State Tax	County Tax	Municipal Tax At 5.25 Mil Rate	School Tax	College Tax	Other Special District
\$150,000	\$50,000	\$68.00	\$368.35	\$262.50	\$593.90	\$122.20	\$12.50
\$200,000	\$66,667	\$90.67	\$515.13	\$350.00	\$791.87	\$162.93	\$16.67
\$250,000	\$83,333	\$113.33	\$643.92	\$437.50	\$989.83	\$203.67	\$20.83
\$300,000	\$100,000	\$136.00	\$772.70	\$525.00	\$1,187.80	\$244.40	\$25.00
\$350,000	\$116,667	\$158.67	\$901.48	\$612.50	\$1,385.77	\$285.13	\$29.17
\$400,000	\$133,333	\$181.33	\$1,030.27	\$700.00	\$1,583.73	\$325.87	\$33.33

These figures are estimates only

QUESTIONS?





## CITY OF RIO COMMUNITIES

360 Rio Communities Blvd. Rio  
Communities, NM 87002  
505-861-6803  
[www.riocommunities.net](http://www.riocommunities.net)

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*Per State law, NMSA 1978 Section 14-2-9, provides for the imposition of reasonable fees when the requester asks the City to provide public records and the need to impose reasonable fees to offset costs of providing said record:*

### **IPRA FEES:**

Copies:                   Single-sided copies: \$1.00 per page  
                                  Double-sided copies: \$0.75 per page

Emailed:                 \$0.75 per page

USB:                     \$0.75 per page, plus the cost of the USB device(s) at the time of request.  
                                  \$5.00 per 30 minutes of video plus the cost of the USB device(s) at the time of request.

\*\* Copies will be available for pickup at the Office of the City Clerk or mailed USPS Certified, return receipt (as requested), with costs assessed. The Records Custodian may request that applicable fees for copying public records be paid in advance, before the copies are made. A receipt indicating that the fees have been paid will be provided upon request to the person requesting the copies.

Resolution 2026-08

ESTABLISHING A FEE SCHEDULE FOR THE REPRODUCTION OF DOCUMENTS  
REQUESTED UNDER NMSA 1978, CHAPTER 14, ARTICLE 2 - THE INSPECTION OF  
PUBLIC RECORDS ACT (IPRA)

WHEREAS, the City Council is the duly authorized governing body of the City of Rio Communities, a New Mexico political subdivision; and

WHEREAS, the governing body of the City of Rio Communities recognizes the public's right to inspect public records and endorses as a fundamental right, the public's access to public records as a crucial aspect of our community; and

WHEREAS, applicable State law, NMSA 1978 Section 14-2-9, provides for the imposition of reasonable fees when the requester asks the City to provide public records and the need to impose reasonable fees to offset costs of providing said records.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rio Communities that:

Effective immediately upon approval of this resolution, the attached fees shall apply to requests for records under IPRA through the City of Rio Communities Municipal Clerk's Office, Custodian of Records, payable in advance before copies of records will/can be provided:

**PASSED, APPROVED AND ADOPTED THIS 11th DAY OF MAY 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 Mayor Pro-tem

\_\_\_\_\_  
Matthew Marquez,  
Councilor

ATTEST:

\_\_\_\_\_  
Thomas Nelson,  
Councilor

\_\_\_\_\_  
Jennifer Gauna, Municipal Clerk