



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

AMENDED July 10, 2026 at 10:00 AM.

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 June 22, 2026**
- 2. Approval of Accounts Payable**

Public Comment: If you wish to speak during the public comment session, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory. The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements.

Manager Report

- 3. Maverick**
- 4. Parks Projects**
- 5. Presentation by Donzil Worthington and Todd Burt with Bohannan Huston on July 27, 2026, for Water and Wastewater Planning**
- 6. Special Meeting to Adopt Year-End Budget Adjustment.**

Action Items

- 7. Discussion only –About Waterflow Study with Goodman Avenue Engineer**
- 8. Discussion, Consideration, and Decision – Appointment of Tommy Westmoreland to the Position of Municipal Judge**
- 9. Discussion, Consideration, and Decision – Approval of Resolution 2026-11; Infrastructure Capital Improvement Plan.**
- 10. Discussion, Consideration, and Decision – Approval of Resolution 2026-12 Entering into a Local Government Road Fund Cooperative Agreement for Project Control Number L300396; Hillandale Avenue**
- 11. Discussion, Consideration, and Decision – Approval of Detention Center Agreement with Valencia County.**

Executive Session – For the Purpose of Candidate Review for the Position of Chief of Police Limited Personnel Matters NMSA 1978 §10-15-1. (H)(2); and for the purpose of a matter subject to attorney-client privilege, for the limited purpose of discussing threatened or pending litigation pursuant to §10-15-1(H)(8).

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

Council Discussion

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 June 22, 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 Nelson 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

Councilor Marquez requested to remove item number 7 from the agenda and also requested for the minutes to be recorded Verbatim for the removal of item number 7

Councilor Marquez said verbatim : First, I would like to remove item number seven on the agenda. And I'm requesting that the minutes be recorded verbatim. Verbatim about the removing item number seven. So last meeting, during the special meeting, it was item number seven was voted on one against two for the approval of the budget to use the bill Brown fund under a Robert's rule order edition. The 12th edition, section 37. 6 states that the motion cannot be made only by that the motion can be made only by a member who voted with the prevailing side, which means the winning yes or no side. Does all of council understand what that means?

Mayor Ramsell: I believe during the meeting, sir, we said that that resolution did not pass.

Councilor Marquez: Yes, exactly. So you. You can't bring. It can't be brought back. Under Ordinance 20133 Section 22 Bravo 1 states Adherence to rules business with the conduct of generally following good parliamentary procedure at the SC discretion of the presiding officer. Strict adherence to the following rules will however is invoked at the request of any any member of the governing body at any time on any or all issues and Two E roles and debate. Section states issues not covered Robert Rule of order, newly revised shall be used by council in determining any issue not covered by this section. So. It means that the only person that can bring up this issue back to council is councilor Nelson because he was the one who was the revealing side.

Councilor Melendez: Mayor Ramsell

Mayor Ramsell: Hang on Councilor Melendez, I think. Corey, I was going to chime in

City Attorney Cori Strife: Sure, Mayor, members of council and councilor Marquez, just as a point of clarification. So this action item is a different action item. The action item that was before you was a budget adjustment resolution in order to be able to expend funds for the 2026 or sorry, 25-26 fiscal year, we have now rolled over into the 26-27 fiscal year. And so this is a different consideration. It's not a resolution. It is just essentially a notification that there is this monies to be spent for this budgeted item already been budgeted, approved by council, passed, voted on in prior budgetary meetings. So it's just a different action item. But the. I appreciate that the subject matter is substantially similar, so it bears clarifying that it's a different item entirely.

Councilor Melendez: Mayor Ramsell?. Yes. So the agenda has already been printed out, sent out to the public. So the items that are on there, of course, have been for the most part, approved. And when it comes to Action Item 7, either vote for it or vote against it.

Mayor Ramsell: Okay, at this time there's a motion from Councilor Marquez to remove action item number seven, amending the agenda. Was there a second?

Councilor Nelson: I'll second.

Mayor Ramsell: Okay. At this time.

Councilor Marquez: So I, I was. I didn't make a motion to remove it. I invoke Robert's rule of orders and what's. And do you understand what that means if I invoke Robert's rule of orders? It means to adhere to Robert's rule of orders, um you have to do a strict adherence to the following rules. And the only way to do it is to invoke Robert's rule of orders for that.

Councilor Gordon: And we. The. The attorney has explained why that doesn't apply. That's the attorney that just got through doing this.

City Attorney Cori Strife: Just as a point of clarification, for my own sake, do we have a motion on the table or not yet?

Mayor Ramsell: I thought there was a motion and a second.

Councilor Nelson: Actually, he said he did not make a motion, so there is not a motion.

Mayor Ramsell: Okay, so if there's not a motion, is there a motion on the agenda? For the agenda?

Councilor Melendez: Yes. I like the motion to approve the agenda as presented.

Motion made by Councilor Melendez to approve agenda as presented. Seconded by Councilor Gordon.

Voting Yea:
Councilor Melendez
Councilor Gordon

Voting No:
Councilor Marquez
Councilor Nelson

Motion Tied with a 2-2 Vote
Mayor Ramsell broke tie voting Yes Motion Passed

Consent Agenda

Motion made by Councilor Gordon to approve consent agenda. Seconded by Councilor Melendez.

Voting Yea:
Councilor Melendez
Councilor Marquez
Councilor Nelson
Councilor Gordon

Motion passed with a 4-0 vote

No Public Comment at this time.

Dr. Moore stated: Mayor, members of council, I'll keep item three brief since we know you've been briefed on it many times. Maverick continues to move along and appears to be on schedule.

The Don Diego update. They are on schedule, moving into phase two of construction and have been taken out and are getting ready hopefully in the next few days. Here, start setting forms and send some concrete for curves in the base two section.

Councilor Nelson: I got a quick question on that one. On other. Taking the dirt from Don Diego and moving out to other places in the city and leveling it out.

Dr. Moore: Mayor, council members, some of it, they piled on that one lot and others. Yes, they have.

Councilor Nelson: Okay. I noticed some of it on Sundial. I was just curious if that's where it's coming from.

Dr. Moore: Yes.

Councilor Nelson Okay, thank you.

Dr. Moore: Yes, We made an arrangement with them because it's a lot less expensive for them to do that than to haul it out of town.

Councilor Nelson: Okay, thank you. We do realize though, that once the monsoons come, that will all be back down the arroyo, most likely.

Dr. Moore: Mayor, council members like. I'm not going to disagree or agree because we'll watch and see what happens. Second, the next one was the earthquakes. South of Rio communities, a number of individuals have felt them. We've been checked. As a city, we've been checking to see what's going on as far as earthquakes or earthquake tremors. We've had two separate incidents of multiple tremors that I'm aware of, ranging from 1.8 or 2 up to about. I think the highest one was 3.9 on the Richter scale. That happened down near the Socorro Valencia county line. We did fill them as far as up here. One of the things that was brought to my attention was the main importance for us to remind the county as we're talking to them about the preparedness plans, is that making sure that earth tremors or earthquakes are considered because we do get a number of smaller ones here and sometimes smaller ones can mean larger ones later. So it doesn't hurt for us to at least make sure that we're making the county aware and we'll be Making them aware of that in their emergency planning.

Councilor Nelson: So I got a little side on that one. Did you realize that we sit on one of the biggest manual flows in the world? 300 square mile magma flow, 12 miles down, which is about the epicenter of those earthquakes. They run from Socorro all the way up into Colorado. I don't know if most people knew that.

Speaker E: Yeah. And from distance wise, 12 miles isn't that far down. So. So yes, thank you. Thank you for the information. And those are the basic reports that I have on those. One other thing here, not on the manager's report. I'll just tell you. We did receive or the mayor received today. He hasn't even had a chance to been given a copy yet. The official notification letter that our interim budget has been approved by the state.

Mayor Ramsell: Anyone from council have any questions or comments over the Managers report?

Councilor Marquez: Yes. So, I received an email today with the resident complaining about the code enforcement. I'm not sure if anybody else received that email. I know I received it just with my name on it. I have requested from the city manager to forward it to all council members.

Dr. Moore: Mayor, council members, I'm trying to. Let me check and see if that. I did forward that.

Mayor Ramsell: I believe everyone did receive that.

Councilor Marquez: So every. Everyone received the email saying that the code enforcement.

Dr. Moore: I'm checking it. I'm checking my sent box right now.

Councilor Melendez: I did. Councilor Melendez received an email of something regarding the code enforcement. Yes, not sure if that's what you're referring to.

Councilor Marquez: Yes. So I want to talk about the issues with code enforcement.

Dr. Moore: Mayor, members of council. The code enforcement's not on the agenda right now.

Councilor Marquez: but it's something that came up and it's something that I want to discuss under the manager report because code enforcers is under the manager. So it's something that needs to be discussed. A couple questions. How long have we had a code enforcer for? Has it been pretty much the 10 years that we've been a city

Dr. Moore: Mayor, members of council. The last that I recall a code enforcement officer being with the city was 2018 or to 2019.

Councilor Marquez: Okay. And prior to that was with. They were connected to the fire department, Correct?

Dr. Moore: Mayor, members of council. I know that it was connected to the fire department for. For a period of time after I got here in 2021. Before that I have no recollection or knowledge.

Councilor Marquez: Okay. So does the city have an off standard operating procedure Specifically for code enforcement.

City Attorney Cori Strife: Mayor, members of Council, to Dr. Moore's point, this. This item isn't on the agenda. I don't discourage asking questions. My request would be if we could hold this item until council discussion. At which point requests for. I mean, the reason I bring this up is because I think it would be more prudent to be able to request information from Dr. Moore to present at the next regular meeting so that way it can be noticed appropriately. I'm a little bit concerned that this is going to be bordering on a personnel discussion without any notice of the personnel involved. So that would be my preference. If we could just pull this in advance counsel discussion portion.

Councilor Marquez: So because legal spoke up, what did the press say to you right before you address. Okay, I'm asking the. Well, that's correct. Okay, I'm asking.

Councilor Melendez: Yes, I believe that that's the case. We need to look into this at the level

Councilor Marquez: Excuse me.

Mayor Ramsell: Everyone stop for a second. We're gonna stick to the agenda. If you'd like to talk about this at the end of your council discussion will be more than happy to.

Councilor Marquez: What I'm requesting is I'm asking our city attorney. What did the press say to you? Because she said it to us, the press said it to us, but the community didn't hear it. So I'm requesting you to repeat what she had said to you. That's all I'm requesting.

City Attorney Cori Strife: And mayor, members of council. So all she said was that this item isn't on the agenda, it shouldn't be being discussed. Which again I reiterated.

Councilor Marquez: That's all I'm asking. Thank you

Action Items

Discussion, Consideration, and Decision – Discussion, Consideration, and Decision – Approval of Fireworks Ban Proclamation

Dr Moore Stated Mayor, members of council, our deputy clerk, is bringing that item up in front of you right now. We have done this in previous years. Fourth of July is coming up. We are under a currently declared drought emergency as a city. I recommend that the city move forward with your mayoral proclamation and we can read into the record.

Councilor Nelson: Well, I'll get that in a second too. I mean I totally agree with this. But fireworks are considered open flames. They are part of the statewide fire banner.

City Attorney Cori Strife: Members of council and one of the things about the proclamation that is inherently a little bit problematic, but I wanted to include on tonight's agenda regardless is that we actually have a window no fewer than 20 days prior to the holiday. I understand and acknowledge July 4th is actually 12 days away if we're counting on a calendar. So in terms of the proclamation in its strictest sense, I recommend you do not pass. However, to your point, Councilor Nelson, it is in fact already in place because we have the statewide burn ban. I wanted this on the agenda because even though the timing is not met, it allows my public to know that we have already looked at and considered this. And because of the timing, we can't sort of reinforce the proclamation, but we can at least bring it up for discussion and remind the public, please, open flames are not okay right now.

Councilor Nelson: Even without the proclamation, because there's a statewide fire ban, citizens can be cited for using these fireworks. Correct?

City Attorney Cori Strife: Correct. And fire chief is already very aware on high alert.

Councilor Nelson: Okay. I mean, I just want to get that out so the public knows, even though we didn't do a proclamation banning it, you still, if you are caught, you will be fine. Banning. Okay.

Councilor Marquez: I have a question, Dr. Moore. Will our police department be out during the afternoon nighttime hours to be patrolling for anyone breaking the law, lighting fireworks, high flyers, anything like that? Do. Do we have them on schedule to be patrolling the area at the time?

Dr. Moore: Mayor, members of council, I don't have them on a specified specific annual schedule. However, yes, the directions will be given. And the second thing I will tell you is that the fire department will also be out. And the fire department, under fire code problems, can also issue citation. So we will be out in force.

Councilor Marquez: Thank you

Motion made by Councilor Nelson to table of Fireworks Ban Proclamation due to not meeting the 20-day requirement. Seconded by Councilor Marquez.

Voting Yea:

Councilor Marquez
Councilor Nelson
Councilor Gordon

Voting No:

Councilor Melendez

Motion passed with a 3-1 vote

Discussion, Consideration, and Decision – Authorization to expend up to One Hundred and Thirty Thousand Dollars (\$130,000.00) of Bill Brown Fund for Veterans' Memorial Park Effective July 1, 2026

Motion made by Councilor Gordon to Approve to Authorize to expend up to One Hundred and Thirty Thousand Dollars (\$130,000.00) of Bill Brown Fund for Veterans' Memorial Park Effective July 1, 2026. Seconded by Councilor Melendez.

Councilor Nelson: Okay. My, my concern with this is on. 1 12, 2026 we did quarterly budget. Quarterly budget amendment for the amount of \$100,000. We moved into the Veterans Memorial Fund.

Where's that money for one and what is where it came out of 29900 special other special revenues.

Out of all the research I can find for that. The city does not have a 29900. DFA does have one which is wildland firefighting. So what is 29 and 129,900?

Dr. Moore: Mayor members of council under LGBMS 29900 and that is. That was the number that was given with the budget adjustment resolution because it was a resolution that would be going directly to to the state of New Mexico under. And that's where the would classify it. Under the LGBMS city has a separate fund set up called Bill Brown Fund. As you can see on the sheet, that fund number is 29 500.

Councilor Nelson: Correct. I have that also in front of me. And my other stipulation with this is where's the money coming from? Bill Brown fund Because I have documentation where there's not that much money in there from years past.

Dr. Moore: Mayor Members of Council, you were looking at a copy of the general ledger fund expenditure amounts that have been in this since the fund was placed in there. In 6 30 of 2022 it showed \$326,000. 7 31 of 22 it was down to \$275,000. On 7 1 of 2023 it was a \$280,366.41. The 7 1 of 2024 was a \$267,166.41 and it's 7 1 of 2026 upcoming here. In other words, current we are at \$267,166.41.

Councilor Nelson: Okay. From quarter fiscal year 2024. Quarter four. You gave this to us. Okay. Bill Brown Fund \$275,820 hand typed in, not off the ledger.

Dr. Moore: and 14 cents paper. I gave you this directly out of the general ledger.

Councilor Nelson: This one here doesn't have 14 cents. There's no cents.

Dr, Moore: This particular page I gave you today is directly

Councilor Nelson: and then you got revenue is \$37,699. Okay. Expenditures \$33,153 leaving \$280,366 and adjusted balance there \$280.

Dr, Moore: Right.

Councilor Nelson: But if you go back to. I'm sorry, I'm not as organized as I thought I was. Okay. This is from 7 25 24 29500 2588 999 other capital purchases. This is Bill Brown funds \$165,000 in year \$37,699. Okay. This is also from 7 25 contributions. It's got \$331,415 total activity \$331,420 \$412.50 estimated year year estimated year end \$37,699.27. Then we go into fiscal year 24-25 1 30 25 Bill Brown other purchases. You have total expense \$80,366 original budget current budget \$80,366 period activity 0 fiscal activity \$13,200 leaving \$67,166.

Dr. Moore: Correct. In your budget for that particular fiscal year, that was the amount of money out of the Bill Brown fund that you agreed to use for public works. And what you're reporting is the amount of money unspent out of 80,000.

Councilor Nelson: Okay. And out of that fund spent unallocated money. It shows we spent the unallocated money. And then we also now use that unallocated money for another purchase in the last

council meeting for the land. So the numbers don't add up.

Dr. Moore: I mean Mayor members of council what I'm telling you is directly from the general ledger accounting for all transactions. Your current balance is \$267,166.41 and I will stick our finance office accuracy on that number.

Councilor Nelson: Okay. To me it like the math doesn't add up. I mean it's.

Dr. Moore: And mayor council members will be happy to share with you information and walk you through any math you need to walk through.

Councilor Nelson: Well I requested all the ledgers for that and the park grant.

Dr. Moore: Yeah. Mayor members of council that was.

Councilor Nelson: I know it was late in the day.

Dr. Moore: A full accounting was asked for that today in relationship to other grants. But this was actually prepared and ready to hand to council last week and the question didn't come up. So we had the ledger account information already ready when you asked the request today and we made sure we pulled it out.

Councilor Nelson: Okay. But I'm still asking where that hundred thousand was transferred in there came from.

DR. Moore: Mayor members of council I still don't know what 100,000 he's talking about.

Councilor Nelson: it's that Resolution that I read out from January

Dr. Moore \$80,000 was agreed to by the city council in the budget of a previous fiscal year for utilization for public works to aid in developing temporary public work Shark and we did not spend most of that amount.

Councilor Nelson: I have your accounting ledger from the meeting on January Other Special Revenue no Department 4,610 contributions donations \$100,000 other special revenues general administration buildings and structures \$100,000. The request budget adjustments to authorize the schedule of government body meeting Open Act 00000000 justification provides significant explanation of budget adjustment backed up documentation such as grant awards letter other documents requested by budget should be involved by LGBMS. But in your the other page it says these funds are used towards furnishing building equipping the new Veterans Memorial park and Rio Communities. That's why I'm asking where of that \$100,000 went

Dr. Moore: Mayor, members of council, that there has been no other everything that is.

Councilor Nelson: This is your account ledger from that resolution. I will happily hand it to you so you can see it along with the resolution signed resolution by all of us.

City Attorney Cori Strife: Mayor, members of council. I think just for a point of clarification, what we're discussing is a budget adjustment resolution. Am I correct?

Councilor Nelson: Then we already had a budget res adjustment resolution to move \$100,000 in there.

Dr. Moore: To move \$100,000 into where?

Councilor Nelson: Into the veterans memorial.

City Attorney Cori Strife: Okay So for the sake of the record, I just want to make sure I'm pulling up the correct documentation. So we're discussing the budget adjustment resolution. It was 2025-36 which was creating the veterans Memorial fund, other special revenue and expenses. And this was in the meeting that was August. I'm sorry, January 8th, 2026. January 12th.

Councilor Nelson: Correct. Action item number 13.

City Attorney Cori Strife: Perfect. All right, bear with me I'm going to pull it up for you.

Dr. Moore: Yes. Okay, I see what he's talking about. This was a budget resolution to allow for the budget to reflect those amounts in revenues and to be able to expand up to that amount in revenues. If I'm taking a look here. Let's see. One is under General Administration 22002. That was to provide us

the ability to be able to to receive and expend funds. That was not the movement of Bill Brown funds.

Councilor Nelson: It says. Does it not say from the Bill Brown fund to the veterans Memorial?

Dr. Moore: No, it does not.

Councilor Nelson: That's it. Yeah. This is. This was out of the minutes. This is out of the minutes in that meeting.

Deputy Clerk Patricia: What day was the meeting?

Councilor Nelson: January 12th.

Councilor Marquez: Councilor Nelson, did you want her to pull up the minutes or

Councilor Nelson I mean just. These funds will be used to build, furnish and equip to Veteran Memorial park in our communities. It shows. I mean this states we've moved money.

Councilor Marquez: Well, it's in. So you're saying it's in the minutes.

Dr. Moore: Mayor, this does not state the movement of money.

Councilor Nelson: So states budget adjustment request to DFA showing the hundred thousand dollars. this page here. I mean you got other stuff blacked out on it in the minutes.

Councilor Marquez: Do you know when the minutes approved?

Speaker D: This is. I mean it's agenda from one from one eight twenty six. But.

Dr. Moore: Mayor, if the council member would desire research, I'll be happy to give me a recess and I'll pull the LGBMs directly up on my computer in my office.

Councilor Nelson: Or can we. I mean you first and second. Can we table this till next business meeting?

Dr. Moore: Mayor, Members of council. What he's quoting is, is irrespective the of the amount of cash available in the bill, ground funds to be able to deal with the bedroom memorial. And the other thing is this authorization is to begin 26-7-1, which is in the 26 fiscal year. Any types of budget adjustments or anything done in the 26th fiscal year or any prior years are null and void at the end. I mean, you're done. You reconcile, you do your year end, you're done on what counts as the next the new budget that has just been approved by DFA.

Councilor Nelson: So basically you're saying this \$100,000 was not moved, has not been spent.

Dr. Moore: Mayor, Members of council. That is correct.

Councilor Nelson: Okay,

Councilor Melendez: But Mayor Ramsel, this is councilor Melendez. But this GL account 29500 is what is presented before us at this on this date to cover the cost of the veterans memorial. And to that extent, understand it goes on to record that this is what we are discussing and will act on.

Mayor Ramsell: I just want to be clear. Yes, sir. I just wanted to be clear that it is up to. It does not mean that \$430,000 is going to be spent. It's just up to.

Councilor Nelson: And I want. I'm. No, I'm not against veteran Memorial. I am against where it's going. I say that when proposed there. So I mean, you know.

Councilor Marquez: Okay, I have a few things to say. I'd like the minutes to be recorded verbatim for the city clerk pertaining to the Veterans Memorial. Going further today, it's going to be a tough decision to make. There's questions that I have to ask as a council member, as a Veteran Memorial, as a Veterans Memorial committee member, and more specifically as a combat veteran. What are the benefits and what are the consequences to approval or denial? The committee has worked many hours accomplished its part by addressing the financial concerns that lay out the issues to the best of its ability and given the best ideas to council. I want to thank the volunteers that are here and also Mr. Caldwell, Mr. Dick Irvine and Mr. Art Apodaca for working so hard on the project. And the next question is, I've seen a lot of irregularities outside the committee's parameters involving the memorial project. And do I ignore them or do I address them? That's my concern and I'll address my my concerns. Dr. Moore, how much is left in the veterans' memorial or how much money is left in the

grant.

Dr. Moore: In the particular grant, I believe we. I believe we have obligated up to 388,000 out of the 390,000.

Councilor Marquez: So you obligated 388,000 out of 390.

Dr, Moore: yes, It was submitted to the state and the state approved the obligation.

Councilor Marquez: So there's only \$2,000 left.

Dr, Moore: Approximately.

Councilor Marquez: Okay. All right. On June 6, June 14 and June 17 and today you have yet to provide the documentation I've requested. I'm going to read the last email request that I had sent with no response. This is the following email. My request is for a detailed accounting of the grant fundings that were originally designated for the veterinary veterans memorial project. Not only for the veterans memorial project. Specifically, I am requesting documentation showing the date and amount of expenditure made, the total amount spent on each project funded through the grant, including the veterans memorial project, the total amount expended from the grant fund to date, and the remaining balance of the grant funds, which I have never received from June 17. The information is necessary to fully understand how the grant funds have been allocated and expended since their original designation for the grant memorial project. So council was under the impression that \$150,000 out of the grant fund was going to go to the veterans memorial project. On June 17, I received an email with only a portion of what was requested. My concern is not about the veterans project, but the funds that were supposed to be in be tied tied to the project. Council was under the impression, like I said, 150,000 was supposed to be spent on the project. A detailed accounting funds for veterans memorial which we sent was that was the portion was \$757,500 for preliminary plans and cost estimate, \$25,000 approximately for the construction, design and management and \$28,000 was for Three Flags Poles which this purchase was discussed during the committee meeting and only purchased after the committee discussion. \$119,000 which you had said is in the email was for construction of memorial unable to submit due to construction completion time expending beyond the expiration date of the Grant. Grant expiration date 6:30, 2026 Request to extend the grant to 2028 approved by the legislature but vote vetoed by the governor. Written in bold letters and highlighted in text. So that portion is misleading. The the grant did not have \$119,000 in it to expand. There's only two \$2,000 left.

Dr. Moore: Mayor members of council Councilor Marquez is mischaracterizing

Councilor Marquez: Im not this is verbatim from your email.

Dr. Moore:: Mayor members of council Mayor, may I Continue with my comments.

Mayor Ramsell: I'd like to hear what the city manager has to say.

Councilor Marquez: Okay. He could say it after I'm done. I'm still. I'm still.

Mayor Ramsell: Can we follow the rules?

Councilor Marquez: Say that again.

Dr. Moore: Mayor, I request the floor.

Mayor Ramsell: Will you yield the floor, sir?

Councilor Marquez: uh I will go ahead.

Mayor Ramsell: Thank you. Go ahead, Dr. Moore.

Dr, Moore: Mayor, members of the of counsel and clarification. The 110,000 approximately that was talked about that was not submitted was an issue because there was not enough time to complete construction. We would have gladly submitted the amounts for notice of obligation. However, the city would not have been reimbursed for those expenses. Do not feel that that was a wise business decision on the part of the city to try to. To commit to something again an obligation on something we knew that could not be completed and a check could not be cut and reimbursement could not be

submitted to the state. As a reminder the council several times that we did request an extension on this grant to 2028. That extension was adopted and passed by the legislature but vetoed by the governor because of that at the put us in a situation of constraint where we went back to our architects and said what can we do? They said well this is how. This is what we can do. We'll get as much out of this as possible. However, it's not going to be possible to get the construction completed. That was discussed in the committee meeting because of the fact that that was not able to be put in there and submitted. The discussion was brought up to come and talk about Bill Brown funds which he asked. He used to work recreation and parks and he by the way military was very close to his heart as well. And so that was where the. The genesis was born of this. To be able to come forward and say council, are you willing to put forward. I'm not telling council what to do. I'm simply suggesting to you that because of the issue that we had it would be we want to complete things one of the veterans memorial. It would be wise to go ahead and utilize portions up to portions of Bill Brown funds. By the way, I believe there's at least a ten to twelve thousand dollar contingency built into the amount that is in the request before you.

Councilor Marquez: Are you willing to yield back?

Dr. Moore: And members of council? That's my explanation. I yield back.

Councilor Marquez: Okay, back to what I was saying. Oh, sorry Mayor, go ahead.

Mayor Ramsell: I was just gonna say if you'd like to continue, counselor.

Councilor Marquez: Yes. So back to what I was saying. During the last committee meeting you had mentioned that there was \$33,000 left in the the that fund after the committee meeting. There's \$28,000 that was spent on the three polls, which leads to that that 2,000 left in the account. Okay, so from this email which was after the committee meeting and shows that \$28,000 spent, it shows that the city manager's office is is trying to say that unable to submit due to construction completion time, strengths, constraints, we couldn't out. We couldn't pull \$119,000 out of it. There was not \$119,000 in the account to pull out.

Dr. Moore: Mayor members of council, let me explain

Councilor Marquez: so I'm not done.

Dr. Moore: Go ahead, sir.

Councilor Marquez: It's impossible to submit \$119,000 to a grant that doesn't have it.

Dr. Moore: Mayor members of council, let me explain the the basics of obligation and de obligation

Councilor Marquez: I understand the basics of

Dr. Moore: Mayor, members of council, we had some areas of things that were not expended in a couple of grants and we actually did ask for a de obligation of funds in areas where they couldn't have been expended. If this project could have done speaking with the state, we could have easily he obligated that amount of money and obligated in to be able to utilize that. If it would have been able, we would have been able to do the project. So the short answer is until the pay requests go in, the city has, in every city in the state of New Mexico has the ability to de obligate and re obligate. We did have some obligation of funds because we were putting under very direct and strict guidelines that we either spend it or we put it back. Therefore, we put information in there. We did receive. We did receive. After these other obligations have been put in a cost estimate, then we'd ask then I as we call ask the questions very specifically, are we going to be able to get get this done and get this paid for? And the answer was no. So

Councilor Marquez: So on June 6, June 14 and June 17, I requested again detailed accounting for the grant funds where they're designated. The veterans Memorial project. Not only for the veterans project specifically, I'm requesting documents showing the date amounts of each expenditure made from the grant funds that project, the purpose for which each expenditure was made, the total amount

spent on each project funded through the grant, including veterans Memorial project, the total amount expended from the grant fund to date, and the remaining balance of the grant, which was never sent. And I also added into the email the information is necessary to fully understand how the grant grant funds have been allocated and expended since their original designation for the Grant Memorial since their original designation from the Grant Memorial Project. So I. I have been asking for this information so I can make a clear and precise decision of what to do and how to move forward.

Dr, Moore: Mayor, Members of council, I believe.

Councilor Marquez: Dr. Moore, I'm still trying to speak and I'm still trying to explain my reasoning of what I'm trying to do. So I want to finish without interruption. So, like I said, it's impossible to spend \$119,000 out of a fund that doesn't have \$119,000. And the only way to prove that it doesn't have 100 that that account didn't have that money, that that grant is to show the documentation. The only way to prove it that you're telling the truth is to show that documentation. You have not have yet to present that documentation to council and I requested it to go to council. You have yet to provide that documentation. And this documentation that you gave us does not explain what I'm asking for. There have been multiple documented and recent allegations in is a financial mismanagement contract.

Dr. Moore: Members of council, point of order.

Councilor Marquez: I'm trying to speak. There's been mult.

Dr. Moore: Members of council, point of order.

Councilor Marquez: There's multiple

Dr. Moore: this. He's string off topic and not general discussion.

Councilor Gordon: Point of order.

Councilor Marquez: The only information I received was a total of \$61,000 spent towards the grant and \$28,000 for the flagpole purchase. My major concern is where the money from the grant is being spent and why is the city having to use \$119,000 from the Bill Brown fund to complete the project when originally it was. It was told to council that \$150,000 was supposed to come from the Veterans Memorial. From the. From the. From the grant. Do I want to ignore it? Ignore some, but not all of the concerns I have addressed which could likely be tied to Veterans Memorial. Will there be a looming controversy over the Veterans Memorial? And would the veterans want a memorial with controversy connected to it? Can the project be postponed until the city has an independent audit through the Defense Finance and Accounting Services Office of Inspection General regarding any allegations that can be resolved? Like I said, I'm a combat veteran. I support our veterans. I support a memorial. I will always support the progress progression of the Rio Communities, but I will not be part of any alleged instances of financial mismanagement, contract irregularities, procurement concerns and more involving the City of Rio Communities.

Councilor Melendez: Mayor Ramsel, that last comment that there are improprieties of expenditures is. Well, it's not warranted Right now we're looking at documentation of how the money will be spent, who will be doing the work, and it's all there in front of me to look at and, and act on and prove. So I can understand there's been lengthy discussion as to what's going to, how it's going to be financed, how it's going to. Money's going to come in. And right now we have the solution.

Councilor Marquez: So the impropriety.

Councilor Melendez: On that note, I am ready to motion so that we.

Mayor Ramsell: There was already a motion.

Councilor Marquez: So the improprieties and mismanagement comes from our recent incident that happened with our financial contract for services with Beasley Mitchell. \$40,000 over expenditure when.

Dr. Moore: Mayor, members of council, point of order

Councilor Marquez: So he. I'm explaining to Councilor Melendez, Council, I

Dr. Moore: recommend that someone make a motion to call the question.

Councilor Nelson: So. Well,

Councilor Marquez: go ahead.

Councilor Nelson: I do have one more question concerning the planning of this. Okay. And you and Mr. Answer it. Did anybody reach out to the building next to us is getting ready to do major renovations to see if this affects their architectural plans for that side of the building?

Dr. Moore : Mayor, members of council yes, we did.

Councilor Nelson: Okay. Do you have something signed off from them, stating it?

Dr. Moore: Mayor, members, Council, we do not require to have something signed off from them.

Councilor Nelson: But no, I mean, as good neighbors. As good neighbors, we should have something verbally.

Dr. Moore: Mayor, members of council will be happy, feel happy to be. Get something from down saying, I mean, it's okay, but verbally we have the. Okay.

Councilor Nelson: I mean, it's just that's a good neighbor thing. So that's where I'm going with that because I've, I've seen the plans for next door and they're quite elaborate and it doesn't, you know, this was not shouldered in theirs at all. It's just showing the way it is.

Dr. Moore: Correct. It should not be in their plans if it's not on their property.

Councilor Nelson: Correct. I mean, as a good neighbors, you kind of like to make sure everything's copacetic with each other. That's all I was asking.

Dr. Moore: Sure.

Speaker D: Okay.

Councilor Gordon: Okay. Call the question.

Mayor Ramsell: All right. This time there's been a motion and a second considering the authorization to expand up to \$130,000 of Bill Brown funds for Veterans Memorial park effective July 1, 2020. 26.

Motion was made by Councilor Gordon, seconded by Councilor Melendez.

Mayor Ramsell: Councilor Nelson

Councilor Nelson: at this time: No.

Mayor Ramsell: Councilor Marquez?

Councilor Marquez: No.

Mayor Ramsell: Councilor Melendez?

Councilor Melendez: Yes.

Mayor Ramsell: Councilor Gordon,

Councilor Gordon: Yes.

Mayor Ramsell: At this time there is a 2, 2 vote. The mayor breaks a tie. I vote yes. As well, Councilor Marquez, I know you said you wanted the minutes to be verbatim. If you'd please make sure to get with Patricia. That way she has exactly what you read off there for the minutes.

Voting Yea:

Councilor Melendez

Councilor Gordon

Voting No:

Councilor Marquez

Councilor Nelson

Motion tie with a 2-2 vote

Mayor breaks tie voting Yes Motion Passed.

Executive Session -For the purpose of a matter subject to attorney-client privilege, for the limited purpose of discussing threatened or pending litigation (Felix Nunez v. City of Rio Communities, et. al.) pursuant to §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 Melendez.

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote at 6:59pm

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.

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote at 7:31pm

Welcome everyone back and statement by the Mayor:

Mayor Ramsell Stated that on Monday June 22, 2026, City of Rio Communities City Council did hold an Executive Session - For the purpose of a matter subject to attorney-client privilege, for the limited purpose of discussing threatened or pending litigation (Felix Nunez v. City of Rio Communities, et. al.) pursuant to §10-15-1(H)(8). No Action was taken and no other items were discussed at this time.

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

Voting Yea:

Councilor Melendez

Councilor Marquez

Councilor Nelson

Councilor Gordon

Motion passed with a 4-0 vote.

Council Discussion

Our Next Regular Scheduled Meeting will be Monday July 13, 2026, at 6:00pm

Adjourn at 7:55pm

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



Rio Communities, NM

Expense Approval Register

Packet: APPKT01986 - AP 7.7.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
Valencia County Fiscal Office	INV#AC2025-61	06/17/2026	FY24-25 Animal Control	11000-3004-55999	1,979.70
T-Mobile USA Inc.	ACCT# 206307419	06/30/2026	Data SIM and Unlimited Data	11000-3001-55999	198.63
Woodlands Hardware	INV#0203111	06/30/2026	blanket	11000-5101-56999	41.96
AC Disposal Services	INV#2026268	06/30/2026	VIN 1HTKT5WM9RH792382	11000-5101-54040	374.94
AT & T Mobility	INV#287334080821X062620	06/30/2026	Mayor Joshua Ramsell	11000-1001-57160	53.64
AT & T Mobility	INV#287334080821X062620	06/30/2026	City Manager	11000-2001-57160	53.64
AT & T Mobility	INV#287334080821X062620	06/30/2026	Finance	11000-2004-57160	51.18
AT & T Mobility	INV#287334080821X062620	06/30/2026	Clerk's Office	11000-2008-57160	101.34
AT & T Mobility	INV#287334080821X062620	06/30/2026	Police Department	11000-3001-57160	410.05
AT & T Mobility	INV#287334080821X062620	06/30/2026	Code/Fire/EMS	11000-3002-57160	53.64
AT & T Mobility	INV#287334080821X062620	06/30/2026	Library	11000-4004-56020	51.18
AT & T Mobility	INV#287334080821X062620	06/30/2026	Public Works	11000-5101-57160	223.84
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	CH EDR License & SOC svcs se	11000-2002-55030	645.96
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	1466	11000-2002-55030	1,537.04
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	Email Security	11000-2002-55999	414.24
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	CH Cloud Storage, Server an	11000-2002-56010	1,194.88
SJT Group LLC	INV DATE 5.31.26	07/07/2026	NM GRT	11000-2002-55010	1,601.25
SJT Group LLC	INV DATE 5.31.26	07/07/2026	Financial Statement Audit	11000-2002-55010	21,000.00
Beasley, Mitchell & Co. LLP	INV DATE 6.30.2026	07/07/2026	Accounting Professional Serv	11000-2002-55030	2,173.00
Woodlands Hardware	INV# 0202181	07/07/2026	blanket	11000-5101-56999	4.20
Valencia County Fiscal Office	INV# AC2026-55	07/07/2026	FY24-25 Animal Control	11000-3004-55999	698.55
Woodlands Hardware	INV#0201281	07/07/2026	blanket	11000-5101-56999	89.49
Woodlands Hardware	INV#0201911	07/07/2026	blanket	11000-5101-56999	7.56
Woodlands Hardware	INV#0202171	07/07/2026	blanket	11000-5101-56999	47.44
Woodlands Hardware	INV#0203201	07/07/2026	blanket	11000-5101-56999	68.28
Woodlands Hardware	INV#0203241 \$38.99	07/07/2026	blanket	11000-5101-56999	38.99
Amazon Business	INV#1JV1-J9YD-FJN3	07/07/2026	Bulk Toilet Paper	11000-5101-56020	56.72
Amazon Business	INV#1XWK-KC9N-4R1L	07/07/2026	Dymo Mailing Address Label	11000-2004-56020	32.86
AC Disposal Services	INV#2026264	07/07/2026	service	11000-5101-54040	1,171.08
AC Disposal Services	INV#2026265	07/07/2026	VIN 00440CMZX0400	11000-5101-54040	1,176.37
AC Disposal Services	INV#2026267	07/07/2026	VIN 1FTFWILS9RD96426	11000-5101-54040	170.77
Flyer Press LLC	INV#28017	07/07/2026	City Flags (5)	11000-2002-56030	895.00
Albuquerque Regional Econo	INV#33098	07/07/2026	AREA-Albuquerque Regional E	11000-2004-57150	1,797.12
Prudential Overall Supply	INV#450797830	07/07/2026	Uniform Rental - Open PO	11000-5101-56999	75.52
Prudential Overall Supply	INV#450798497	07/07/2026	Uniform Rental - Open PO	11000-5101-56999	85.35
Prudential Overall Supply	INV#450799162	07/07/2026	Uniform Rental - Open PO	11000-5101-56999	85.35
Valencia County Fiscal Office	INV#AC2026-33	07/07/2026	FY24-25 Animal Control	11000-3004-55999	950.60
Valencia County Fiscal Office	INV#AC2026-60	07/07/2026	FY24-25 Animal Control	11000-3004-55999	760.30
Sharp Electronics Corporatio	9005830292	07/08/2026	Finance Department Copies	11000-2004-57090	558.45
Sharp Electronics Corporatio	9005866126	07/08/2026	Library Copies	11000-4004-57090	301.20
Woodlands Hardware	INV# 0203801	07/08/2026	blanket	11000-5101-56999	47.44
Flyer Press LLC	INV#28199	07/08/2026	July 2026 Newsletters	11000-2002-57030	1,039.72
Flyer Press LLC	INV#28199	07/08/2026	July 2026 Newsletters mailin	11000-2002-57080	793.66
AT & T Mobility	INV#750151465	07/08/2026	Renewal Absolute Complete	11000-3001-55999	960.00
Fund 11000 - General Operating Fund Total:					44,072.13
Fund: 20200 - Environmental					
Universal Waste Systems, Inc	INV#0004713501	07/08/2026	Clean Up Day Dumpster SVS	20200-5009-55999	1,126.27
Universal Waste Systems, Inc	INV#000478148	07/08/2026	Clean Up Day Dumpster SVS	20200-5009-55999	1,251.61
Fund 20200 - Environmental Total:					2,377.88
Fund: 20600 - Emergency Medical Services					
McKesson Medical-Surgical	INV#25834433	07/07/2026	medical supplies	20600-3003-56030	154.46
Fund 20600 - Emergency Medical Services Total:					154.46

Expense Approval Register

Packet: APPKT01986 - AP 7.7.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 20900 - Fire Protection					
AT & T Mobility	INV#287334080821X062620	06/30/2026	Fire Department	20900-3002-57160	1,076.17
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	FD EDR License & SVS server	20900-3002-55030	87.00
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	FD Helpdesk& cloud backup	20900-3002-55030	595.00
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	FD Cloud storage	20900-3002-56010	1,255.00
Sharp Electronics Corporatio	9005868125	07/07/2026	Fire Department Copies	20900-3002-57090	18.57
Woodlands Hardware	INV#0199641	07/07/2026	open p.o daily needs	20900-3002-54060	5.18
Woodlands Hardware	INV#0203221	07/07/2026	open p.o daily needs	20900-3002-54060	27.91
Prudential Overall Supply	INV#450797829	07/07/2026	uniforms	20900-3002-56110	97.73
Prudential Overall Supply	INV#450798496	07/07/2026	uniforms	20900-3002-56110	92.00
Prudential Overall Supply	INV#450799161	07/07/2026	uniforms	20900-3002-56110	92.00
Fund 20900 - Fire Protection Total:					3,346.56
Fund: 21100 - Law Enforcement Protection					
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	PD - EDR License SOC Server	21100-3001-55030	258.00
Sharp Electronics Corporatio	INV#9005858785	06/30/2026	PD cloud storage& BDR Servr	21100-3001-56010	856.00
Porter Lee Corporation	33638	07/07/2026	BEAST Barcoded Evidence So	21100-3001-54050	8,865.50
Angel Armor, LLC.	INV#18925	07/07/2026	RISE, Tactical Carrier, BLK, Qu	21100-3001-56090	2,280.26
Fund 21100 - Law Enforcement Protection Total:					12,259.76
Fund: 29700 - County EMS GRT					
AT & T Mobility	INV#287334080821X062620	06/30/2026	EMT	29700-2002-57160	104.82
Fund 29700 - County EMS GRT Total:					104.82
Fund: 30300 - State Legislative Appropriation Project					
Amazon Business	INV# 13TM-F1YM-HKVK	07/07/2026	Dell 13th Gen Inspiron Lapto	30300-2002-58020	1,249.99
Fund 30300 - State Legislative Appropriation Project Total:					1,249.99
Fund: 30400 - Road/Street Projects					
HDR Engineering, Inc.	INV#1200841165	07/08/2026	General Expenses	30400-2002-55030	2,378.03
HDR Engineering, Inc.	INV#1200841165	07/08/2026	NM GRT	30400-2002-55030	3,522.58
HDR Engineering, Inc.	INV#1200841165	07/08/2026	Construction Engineering SV	30400-2002-55030	2,727.50
HDR Engineering, Inc.	INV#1200841165	07/08/2026	Construction Observation SV	30400-2002-55030	36,720.00
HDR Engineering, Inc.	INV#1200841165	07/08/2026	Project Management	30400-2002-55030	615.25
HDR Engineering, Inc.	INV#1200841177	07/08/2026	Task 3 - Preliminary & Final D	30400-2002-58090	20,282.50
HDR Engineering, Inc.	INV#1200841177	07/08/2026	Task 2 - Environmental Clera	30400-2002-58090	4,976.00
HDR Engineering, Inc.	INV#1200841177	07/08/2026	Task 1 - Project Administratio	30400-2002-58090	1,464.40
HDR Engineering, Inc.	INV#1200841177	07/08/2026	GRT 7.625%	30400-2002-58090	2,218.00
Fund 30400 - Road/Street Projects Total:					74,904.26
Fund: 39900 - Other Capital Projects					
HDR Engineering, Inc.	INV#1200839568	07/07/2026	On-Call Engineering	39900-2002-55030	834.72
Fund 39900 - Other Capital Projects Total:					834.72
Grand Total:					139,304.58

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	44,072.13
20200 - Environmental	2,377.88
20600 - Emergency Medical Services	154.46
20900 - Fire Protection	3,346.56
21100 - Law Enforcement Protection	12,259.76
29700 - County EMS GRT	104.82
30300 - State Legislative Appropriation Project	1,249.99
30400 - Road/Street Projects	74,904.26
39900 - Other Capital Projects	834.72
Grand Total:	139,304.58

Account Summary

Account Number	Account Name	Expense Amount
11000-1001-57160	Telecommunications	53.64
11000-2001-57160	Telecommunications	53.64
11000-2002-55010	Contract - Audit	22,601.25
11000-2002-55030	Contract - Professional S	4,356.00
11000-2002-55999	Contract - Other Service	414.24
11000-2002-56010	Software	1,194.88
11000-2002-56030	Supplies - Field Supplies	895.00
11000-2002-57030	Communication Costs	1,039.72
11000-2002-57080	Postage	793.66
11000-2004-56020	Supplies - General Office	32.86
11000-2004-57090	Printing/Publishing/Adv	558.45
11000-2004-57150	Subscriptions & Dues	1,797.12
11000-2004-57160	Telecommunications	51.18
11000-2008-57160	Telecommunications	101.34
11000-3001-55999	Contract - Other Service	1,158.63
11000-3001-57160	Telecommunications	410.05
11000-3002-57160	Telecommunications	53.64
11000-3004-55999	Contract - Other Service	4,389.15
11000-4004-56020	Supplies - General Office	51.18
11000-4004-57090	Printing/Publishing/Adv	301.20
11000-5101-54040	Maintenance & Repairs -	2,893.16
11000-5101-56020	Supplies - General Office	56.72
11000-5101-56999	Supplies - Other	591.58
11000-5101-57160	Telecommunications	223.84
20200-5009-55999	Contract - Other Service	2,377.88
20600-3003-56030	Supplies - Field Supplies	154.46
20900-3002-54060	Maintenance Supplies	33.09
20900-3002-55030	Contract - Professional S	682.00
20900-3002-56010	Software	1,255.00
20900-3002-56110	Supplies - Uniforms/Line	281.73
20900-3002-57090	Printing/Publishing/Adv	18.57
20900-3002-57160	Telecommunications	1,076.17
21100-3001-54050	Maintenance & Repair -	8,865.50
21100-3001-55030	Contract - Professional S	258.00
21100-3001-56010	Software	856.00
21100-3001-56090	Supplies - Safety	2,280.26
29700-2002-57160	Telecommunications	104.82
30300-2002-58020	Equipment & Machinery	1,249.99
30400-2002-55030	Contract - Professional S	45,963.36
30400-2002-58090	Roadways/Bridges	28,940.90
39900-2002-55030	Contract - Professional S	834.72
Grand Total:		139,304.58

Project Account Summary

Project Account Key	Expense Amount
None	110,363.68
H3370-50000	28,940.90
Grand Total:	139,304.58

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDON, COUNCILOR

MICHAEL MELENDEZ, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

MUNICIPAL CLERK

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



APPLICATION FOR EMPLOYMENT

An Equal Opportunity Employer – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status or any other characteristic protected by law.

Incomplete information could disqualify you from further consideration. Please complete all fields.

PERSONAL INFORMATION:

Full Name: WESTMORELAND Tommy G. Date: 6/8/2026
Last First M.I.

Address: [REDACTED]
Street Address Apartment/Unit #

Rio Communities N.M. 87002
City State ZIP Code

Phone: [REDACTED] Email: [REDACTED]
ALT.

Position Sought: Municipal Judge Full Time ☐ Part Time ☒

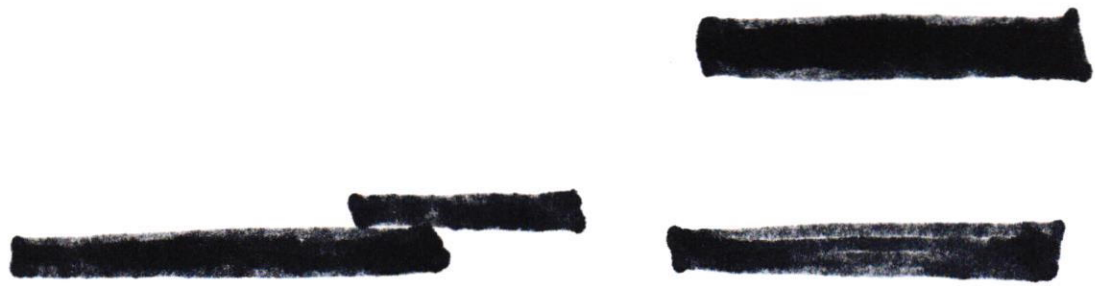
Date Available: OPEN Salary Desired: OPEN

Are you eligible to work in the United States? ☒ Yes ☐ No (If offered employment, you will be required to provide documentation to verify eligibility)

Are you at least 18 year or older? ☒ Yes ☐ No (if no, you may be required to provide authorization to work)

Incomplete information could disqualify you from further consideration. Please complete all fields.

EMPLOYMENT INFORMATION: include your employment history, including periods of unemployment, starting with the most recent and working backwards in time.



Employer: _____ Job Title _____

Address: _____

Hourly rate/Salary: _____

May we contact employer? ☐ Yes ☐ No Dates of Employment: From: _____ To: _____

Supervisor Name _____ Telephone Number _____

Reason for leaving _____

Work Performed: _____

Employer: _____ Job Title _____

Address: _____

Hourly rate/Salary: _____

May we contact employer? ☐ Yes ☐ No Dates of Employment: From: _____ To: _____

Supervisor Name _____ Telephone Number _____

Reason for leaving _____

Work Performed: _____

Employer: _____ Job Title _____

Hourly rate/Salary: _____

Address: _____

May we contact employer? ☐ Yes ☐ No Dates of Employment: From: _____ To: _____

Supervisor Name _____ Telephone Number _____

Reason for leaving _____

Work Performed: _____

Employer: 2016 To Present Job Title RETIRED

Address: _____

Hourly rate/Salary: _____

May we contact employer? ☐ Yes ☐ No Dates of Employment: From: _____ To: _____

Supervisor Name _____ Telephone Number _____

Reason for leaving _____

Work Performed: _____

Employer: Joe A. IZEN JR. Esq. Job Title LEGAL ASSISTANT (CONTRACT)

Address: 8803 BRAE ACRES RD. HOUSTON, TEXAS 77074

Hourly rate/Salary: 45K (estimate)

May we contact employer? ☒ Yes ☐ No Dates of Employment: From: 1996 To: 2016

Supervisor Name Joe A. IZEN JR. Telephone Number 713/776-0850

Reason for leaving RETIRED

Work Performed: Prepare pleadings, file documents with clerks
(civil & criminal) wills, deeds divorces, interview clients
ATTEND HEARING AND TRIAL (CIVIL & CRIMINAL. Co-ordinated
Court dates with COURT Co-ordinator. Did investigation work, licensed
Process Server, NOTARY PUBLIC for 20 years.

If you wish to describe additional work experiences, attach the above information for each position on a separate piece of paper.

Explain any gaps in work history: 1986-2006 Assisted Spouse in small Grocery
STORE, Purchasing, Stocking, Building maintenance.

Have you been discharged or asked to resign by an employer? ☐ Yes ☒ No

If yes, please provide company name and details: _____

1972-1986 Certain-Teed Corporation, Pipe Division, Quality
Control, Shift Supervisor (10 man crew) Plant closed in mid 1986.
Dec. 1968 until March, 1972, U.S. Army.
See ATTACHED DD 214 AS EXHIBIT "A"

PERSONAL DATA	1. LAST NAME-FIRST NAME-MIDDLE NAME WESTMORELAND, TOMMY GLENN			2. SERVICE NUMBER [REDACTED]		3. SOCIAL SECURITY NUMBER [REDACTED]		
	4. DEPARTMENT COMPONENT AND BRANCH OR CLASS ARMY RA Unasgd (ASA)			5a. GRADE, RATE OR RANK SGT	b. PAY GRADE E-5	6. DATE OF RANK DAY MONTH YEAR 4 Aug 71		
	7. U. S. CITIZEN ☒ YES ☐ NO		8. PLACE OF BIRTH (City and State or Country) Dallas, Texas			9. DATE OF BIRTH DAY MONTH YEAR [REDACTED] [REDACTED] [REDACTED]		
SELECTIVE SERVICE DATA	10a. SELECTIVE SERVICE NUMBER [REDACTED]			b. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE LB# 68 Hillsboro, TX 76645			c. DATE INDUCTED DAY MONTH YEAR [REDACTED] NA [REDACTED]	
	11a. TYPE OF TRANSFER OR DISCHARGE Transferred to USAR (See 16)			b. STATION OR INSTALLATION AT WHICH EFFECTED Fort Hood, Texas				
TRANSFER OR DISCHARGE DATA	c. REASON AND AUTHORITY Para 5-3 AR 635-200 & CG USASA Msg IAPER-MP dtd 082230 Feb 72, SPN 436 USASA Command Strength Drawdown			d. EFFECTIVE DATE DAY MONTH YEAR 31 Mar 72				
	12. LAST DUTY ASSIGNMENT AND MAJOR COMMAND HHC 303d USASA Bn Fort Hood, Texas USASA			13a. CHARACTER OF SERVICE HONORABLE		b. TYPE OF CERTIFICATE ISSUED None		
	14. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED USAR Control Group (Reinf) USARCPAC St Louis, MO 63132			15. REENLISTMENT CODE RE-1				
SERVICE DATA	16. TERMINAL DATE OF RESERVE / UMT&S OBLIGATION DAY MONTH YEAR 30 Dec 74			17. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION a. SOURCE OF ENTRY: ☒ ENLISTED (First Enlistment) ☐ ENLISTED (Prior Service) ☐ REENLISTED ☐ OTHER			b. TERM OF SERVICE (Years) 4	
	18. PRIOR REGULAR ENLISTMENTS None			19. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC PVL			c. DATE OF ENTRY DAY MONTH YEAR 31 Dec 68	
	20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) Dallas, Texas							
	21. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, County, State and ZIP Code) [REDACTED] TX 76660							
	22a. SPECIALTY NUMBER & TITLE 72B40D1 CommCenter Spec (See 30)			b. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER 203.558 Teletype Operator				
	22. STATEMENT OF SERVICE							
	a. CREDITABLE FOR BASIC PAY PURPOSES							
	(1) NET SERVICE THIS PERIOD			3 3 0				
	(2) OTHER SERVICE			0 0 0				
	(3) TOTAL (Line (1) plus Line (2))			3 3 0				
b. TOTAL ACTIVE SERVICE			3 3 0					
c. FOREIGN AND/OR SEA SERVICE USARPAC			0 11 5					
24. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED National Defense Service Medal; Vietnam Service Medal w/4 Bronze Service Stars; Republic of Vietnam Campaign Medal; Army Commendation Medal; Good Conduct Medal; Expert (Rifle); Expert (Grenade)								
25. EDUCATION AND TRAINING COMPLETED Sig C Ft Gordon, GA - Communications Center Specialist								
VA AND EMP. SERVICE DATA	26a. NON-PAY PERIODS TIME LOST (Preceding Two Years) None			b. DAYS ACCRUED LEAVE PAID 35		27a. INSURANCE IN FORCE (NSLI or USGLI) ☐ YES ☒ NO		b. AMOUNT OF ALLOTMENT NA
	28. VA CLAIM NUMBER c. NA			29. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE ☒ \$15,000 ☐ \$10,000 ☐ \$5,000 ☐ NONE				
REMARKS	30. REMARKS 12 Years School Blood Group: "O Pos" Item 23a: 1 Jul 69, PMOS Eval score: 135/Aug 71 "Vietnam 28 Aug 69 thru 2 Aug 70, Indochina - Yes, Korea - No"							
AUTHENTICATION	31. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Street, RFD, City, County, State and ZIP Code) [REDACTED] TX 76645				32. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>Tommy G. Westmoreland</i>			
	33. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER MARY M. PURCELL, MAJ, WAC, Act Asst AG				34. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>Mary M. Purcell</i>			

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EDUCATION: Please indicate education or training which you believe qualifies you for the position you are seeking.

High School: # of years Attended 12 **Diploma:** ☒ Yes ☐ No **G.E.D.:** ☐ Yes ☐ No
School (s) Bynum High School City/State Bynum, Texas
City/State _____

College, University, and/or Vocational School(s)

of years attended —

Major: _____ **Degree(s) received:** _____

School(s) _____ City/State _____
City/State _____
City/State _____

Other Training or Degree(s):

School(s) _____ City/State _____
City/State _____
City/State _____

SKILLS:

Office: Typing 100 wpm _____ Microsoft Word ☒ Excel ☐ PowerPoint

Other Software Skills _____

Have you ever been employed in any facility of the City of Rio Communities? ☐ Yes ☒ No

If so, please state facility name and location and dates of employment:

PROFESSIONAL LICENSE(S) OR MEMBERSHIP(S):

Type of License(s): NATIONAL Registry EMT INTERMEDIATE

State of (State Name) License Number: TEXAS

License expiration date: WORKED 7 YRS AS VOLUNTEER, HELPED ESTABLISH
EMS COMPANY IN MY COUNTY. (2012-2019)

Type of License(s): _____

State of (State Name) License Number: _____

License expiration date: _____

Type of License(s): _____
State of (State Name) License Number: _____
License expiration date: _____

Other Professional Membership(s): _____

(you need not disclose membership in professional organizations that may reveal information regarding race, color, creed, sex, religion, national origin, ancestry, age, disability, marital status, veteran status, or any other protected status.)

REFERENCES: Please list three professional and three personal references

Full Name: _____ Relationship: _____
Company: _____ Phone: _____
Email: _____
Address: _____

Full Name: _____ Relationship: _____
Company: _____ Phone: _____
Email: _____
Address: _____

Full Name: _____ Relationship: _____
Company: _____ Phone: _____
Email: _____
Address: _____

Full Name: _____ Relationship: _____
Company: _____ Phone: _____
Email: _____
Address: _____

Full Name: _____ Relationship: _____
Company: _____ Phone: _____
Email: _____
Address: _____

Full Name: _____ Relationship: _____
Company: _____ Phone: _____
Email: _____
Address: _____

APPLICANT'S CERTIFICATION AND AGREEMENT

I hereby certify that the facts set forth in the above employment application are true and complete to the best of my knowledge and authorize the City of Rio Communities to verify their accuracy and to obtain reference information on my work performance. I hereby release the City of Rio Communities from any/all liability of whatever kind and nature which, at any time, could result from obtaining and having an employment decision based on such information.

I understand that, if employed, falsified statements of any kind or omissions of facts called for on this application shall be considered sufficient basis for dismissal.

I understand that should an employment offer be extended to me and accepted that I will fully adhere to the policies, rules, and regulations of employment of the Employer. However, I further understand that neither the policies, rules, regulations of employment or anything said during the interview process shall be deemed to constitute the terms of an implied employment contract.

Signature of Applicant: _____

Date: _____

6/8/26

CITY OF RIO COMMUNITIES, NM

County of Valencia

RESOLUTION 2026-11

A RESOLUTION ADOPTING THE INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) PROJECT PRIORITIES FOR THE CITY OF RIO COMMUNITIES AND AUTHORIZING SUBMISSION TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

WHEREAS, the City Council of the City of Rio Communities, New Mexico, recognizes that the financing of public capital projects has a significant impact on the quality of life for residents of the community; and

WHEREAS, the City of Rio Communities has developed an Infrastructure Capital Improvement Plan ("ICIP") for the fiscal years 2028 through 2032, identifying capital projects necessary to improve and maintain essential public infrastructure, facilities, equipment, and services; and

WHEREAS, the ICIP planning process included evaluation of community needs, existing infrastructure conditions, projected growth, public safety requirements, and long-term financial planning; and

WHEREAS, the governing body has reviewed the proposed ICIP project list and has determined that the projects identified reflect the City's highest infrastructure priorities; and

WHEREAS, the New Mexico Department of Finance and Administration requires local governments to annually adopt and submit an ICIP identifying capital project priorities to support funding requests from state and federal sources.

NOW, THEREFORE, BE IT RESOTVED BY THE CITY OF RIO COMMUNITIES, NM that:

1. The City of Rio Communities, NM has adopted the 2027-2032 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2025-21.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF JULY 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Michael Melendez,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor

ATTEST:

Jennifer Gauna, Municipal Clerk

ICIP Current Priorities

Submission Year: 2026

Total Projects: 16

Generated: 7/1/2026

Priority Listing

Project Start Year 2028											16 Projects
Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2028	36239	Storm Water and Drainage Infrastructure Project	8/29/2025	7/1/2028	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$3,330,000.00
2	2028	40827	City Wastewater System	8/29/2025	7/1/2028	\$1,000,000.00	\$1,350,000.00	\$5,350,000.00	\$0.00	\$0.00	\$7,700,000.00
3	2028	40828	City Water System	8/29/2025	7/1/2028	\$3,950,000.00	\$3,250,000.00	\$3,250,000.00	\$0.00	\$0.00	\$10,450,000.00
4	2028	41552	Parks & Trails	8/29/2025	7/1/2028	\$1,750,000.00	\$300,000.00	\$225,000.00	\$0.00	\$0.00	\$2,915,000.00
5	2028	38440	Street lights	8/29/2025	7/1/2028	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$0.00	\$0.00	\$2,721,571.00
6	2028	32859	Pavement Reconstruction	8/29/2025	9/1/2027	\$2,925,000.00	\$450,000.00	\$450,000.00	\$0.00	\$0.00	\$4,047,197.00
7	2028	36240	City Hall Multi-Purpose Complex	8/29/2025	9/1/2027	\$2,500,000.00	\$600,000.00	\$510,000.00	\$0.00	\$0.00	\$4,285,000.00
8	2028	32858	Roadway Beautification	8/29/2025	9/1/2027	\$660,000.00	\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$1,460,000.00
9	2028	36242	Roadways, Trails, Paths and Sidewalks	8/29/2025	7/1/2028	\$2,100,000.00	\$2,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$5,100,000.00
10	2028	29907	Public Safety Equipment	8/29/2025	7/1/2028	\$870,000.00	\$500,000.00	\$1,400,000.00	\$0.00	\$0.00	\$3,966,000.00
11	2028	38442	Public Works Complex	8/29/2025	7/1/2028	\$0.00	\$712,500.00	\$1,750,000.00	\$250,000.00	\$0.00	\$2,712,500.00
12	2028	41550	Public Safety Complex, Police, Fire, EMS	8/29/2025	7/1/2028	\$262,500.00	\$6,550,000.00	\$500,000.00	\$0.00	\$0.00	\$7,312,500.00
13	2028	44290	Workforce Development Complex	8/29/2025	7/1/2028	\$500,000.00	\$5,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$6,500,000.00
14	2028	38460	Public Works Heavy Equipment	8/29/2025	9/1/2027	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$1,500,000.00
15	2028	34160	VC Wide public safety - 700 MHZ state system	8/29/2025	7/1/2028	\$219,416.00	\$540,000.00	\$575,863.00	\$0.00	\$0.00	\$1,335,279.00
16	2028	40214	Valencia County Flood Prevention	8/29/2025	7/1/2028	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00

RESOLUTION 2026-12
City of Rio Communities

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

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

WHEREAS, the total cost of the project will be **\$379,603** to be funded in proportional share by the parties hereto as follows:

CN L300396 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u>	\$284,702	\$94,901	\$379,603
Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Bridge Replacement, Design, Right of Way Acquisition, Roadway Lighting			

WHEREAS, the **City of Rio Communities** shall pay all costs, which exceed the total project cost of **\$379,603**.

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

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2027** and the **City of Rio Communities** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Rio Communities**, Dr. Martin D. Moore, City Manager shall have signature authority to bind the **City of Rio Communities** to the terms and conditions of this Cooperative Agreement and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Rio Communities** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Rio Communities** to enter into Cooperative Agreement for Project Control Number **L300396** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Hillandale Avenue Beginning at its intersection with Horner Street and ending at the intersection with Nash Street. (Up to 1,300 Linear feet) - Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements,, Miscellaneous**, within the control of **City of Rio Communities** in the State of New Mexico.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Councilor Mayor Pro-tem

Michael Melendez,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor

ATTEST:

Jennifer Gauna Municipal Clerk

Contract No. _____
Vendor No. 00000110108
Control No. HW2L300396

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L300396, and the Public Entity’s resolution attached as **Exhibit C**. See:

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

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

2. Project Funding.

- a. The estimated total cost for the Project is **Three Hundred Seventy Nine Thousand Six Hundred Three Dollars and No Cents (\$379,603)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$284,702	\$94,901	\$379,603
For the purpose stated above in Section 1.			
Total Project Cost \$379,603			

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

3. The Department Shall:

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

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

4. The Public Entity Shall:

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

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

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

City of Rio Communities

By: _____

Date: _____

Title: _____

Attest: _____
City of Rio Communities Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

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

_____ and completed on _____, 20____; and

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

Name

Date

Print Name

Title

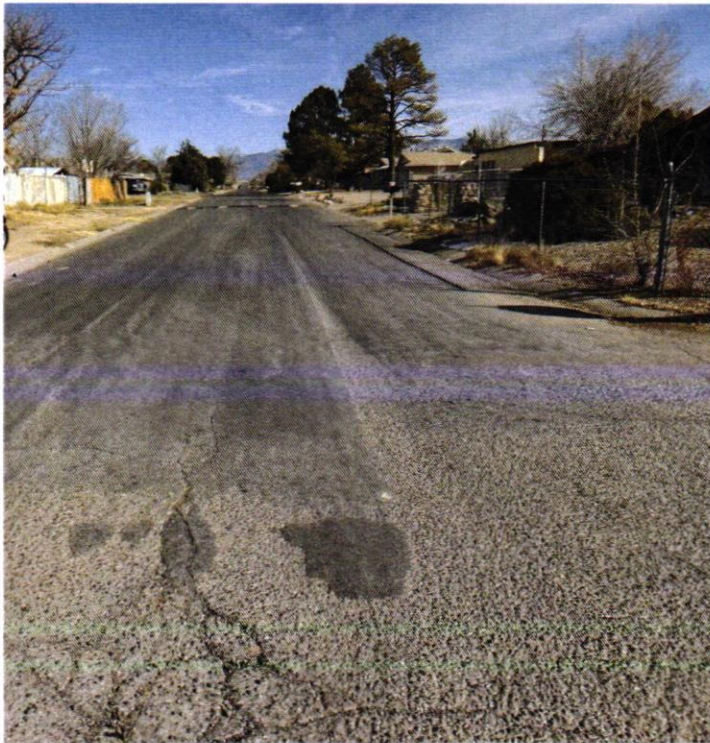
ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]



2026-2027 Pavement Rehabilitation

NMDOT Cooperative Agreement Program

March 12, 2026

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

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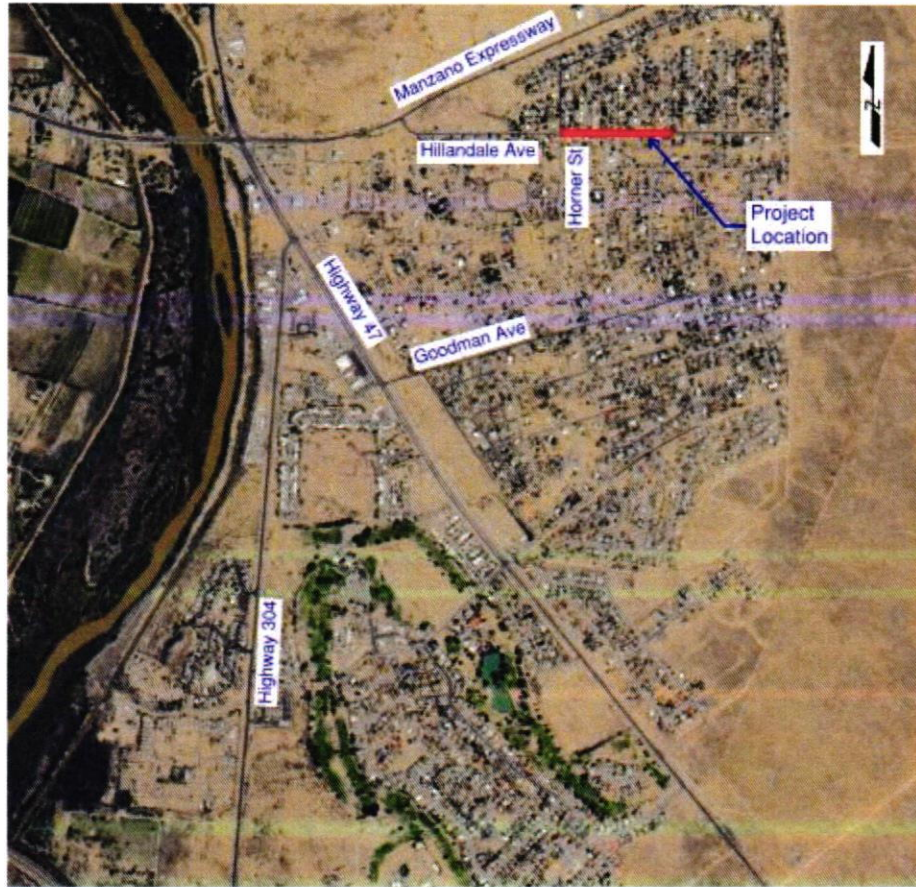
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Vicinity Map



Scope of Work

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

Project Preliminary Cost Estimate

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

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

Project Justification

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



Figure 1: Longitudinal cracking



Figure 2: Transverse cracking



Figure 3: Fatigue (Alligator) cracking



Figure 4: Fatigue (Alligator) cracking

Letter of Intent



CITY OF RIO COMMUNITIES

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

March 12, 2026

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

RE: Letter of Intent: 2024/2025 Cooperative Agreement Program Proposal

The City of Rio Communities is pleased to present the following application for funding under the Cooperative Agreement Program for 2026-2027. This proposal was prepared by HDR engineering who conducted the requisite site inspection and performed a thorough analysis of road use and conditions. Hillandale Avenue is a public road owned by the city, necessary for the public good at the top of the City's priority list for immediate repair because of the severity and quantity of pavement distresses that make an unsafe environment for road users.

As Mayor, I hereby certify that the enclosed proposed scope of work is on a public road owned by the City of Rio Communities, and is necessary for the public good and their convenience to serve the City of Rio Communities and Public of the Municipality of Valencia County, which is the justification for this project. The project is also integral to the economic development of our community.

The City is requesting funding of a project with a total estimated cost of \$379,602.76. The cost breakdown is \$284,702.07 from grant funds, and a city match of \$94,900.69. The City of Rio Communities, by unanimous vote of its City Council, has agreed to provide the 25% (\$94,900.69) matching funds.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua Ramsell", is written over a light blue rectangular background.

Joshua Ramsell, Mayor
City of Rio Communities

Mayor: Joshua Ramsell Mayor Pro Tempore: Lawrence R. Gordon
Councilor: Michael Melendez Councilor: Thomas Nelson Councilor: Matthew Marquez
City Manager and Acting Municipal Clerk: Dr. Martin Moore

Projects schedule update

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

Request to Be Added to July 13 Council Meeting Agenda

From Derrick Garley <derrick.garley@valencianm.gov>

Date Tue 6/23/2026 1:45 PM

To Patricia McCloskey <pmccloskey@riocommunities.net>

Good Afternoon Ms. McCloskey,

I am writing on behalf of Randy Gutierrez, Warden of Valencia County Detention Center. Warden Gutierrez is requesting to be placed on the agenda for the next council meeting scheduled for July 13, 2026, at 6:00 p.m.

The purpose of his presentation is to discuss the renewal of the Joint Powers Agreement (JPA) contract between The City of Rio Communities and Valencia County. A revised contract was provided to Dr. Moore on June 22, 2026, for review. Dr. Moore was advised of two significant proposed changes:

1. The contract term would be extended from four years to six years.
2. The daily housing rate would increase from \$120 per detainee, per day, to \$200 per detainee, per day, in accordance with House Bill 224.

Please let us know if any additional information is needed or if there are any requirements to be placed on the agenda.

Thank you for your time and consideration.

Respectfully,

Derrick Garley

Compliance Manager

Valencia County Detention Center

505-565-8900

derrick.garley@valencianm.gov

CONFIDENTIALITY NOTICE: The information in this e-mail and in any attachment may contain information that is privileged. It is intended only for the attention and use of the named recipient (s). If you are not the intended recipient (s), you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this e-mail in error, please notify sender at the County of Valencia and delete this message. Thank-you.



**AGREEMENT
BETWEEN VALENCIA COUNTY
AND THE CITY OF RIO COMMUNITIES**

**FOR THE PURPOSE OF PROVIDING HOUSING AND CARE OF ADULT PERSONS
ARRESTED BY THE CITY OF RIO COMMUNITIES OR SENTENCED TO
DETENTION OR CONFINEMENT PURSUANT TO THE JURISDICTION AND
AUTHORITY OF THE CITY OF RIO COMMUNITIES MUNICIPAL COURT**

THIS AGREEMENT is made and entered into the 1st day of July, 2026 and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and The City of Rio Communities, hereafter referred to as the "Municipality" political subdivision of the State of New Mexico.

RECITALS

WHEREAS, the County maintains and operates the Valencia County Adult Detention Center and the City of Rio Communities does not have facilities to housed adult persons arrested or ordered to confinement by the City of Rio Communities; and

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, both the City of Rio Communities and County find that it is the best interest of both to enter this agreement.

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

1. Scope of Responsibilities.

A.

i. The County agrees to confine and house all individuals, who are over the age of 18, arrested by Municipal Law Enforcement Officers for violation of the Municipality's Laws or that are sentenced to detention or confinement by the City of Rio Communities Municipal Court (hereinafter "Municipal Detainees") subject to the terms and restrictions of this Agreement.

ii. The Municipality shall pay the County the sum of **\$200.00 per day, or any fraction thereof, for each Municipal detainee confined at the Detention Center**, based upon a billing cycle from **12:01 a.m. (midnight) to 12:00 a.m. (midnight)**. A finance charge of **1.5% per month** shall be assessed on any invoice that remains unpaid for more than thirty (30) days.

In recent years, Valencia County has experienced substantial increases in operational expenses associated with detention services, including but not limited to personnel costs, utilities, comprehensive medical care, Medication-Assisted Treatment (MAT) services, pharmaceuticals, and other facility operating expenses. As a result, the previous housing rate of **\$120.00 per detainee per day** no longer reflects the actual cost of detention services.

For reference, the average cost to house a detainee at the Valencia County Adult Detention Facility was approximately **\$150.00 per day in 2021** and increased to approximately **\$190.00 per day in 2023**. To address these rising costs and ensure the continued provision of constitutionally and statutorily required services, the daily housing rate will be adjusted to **\$200.00 per detainee per day**.

Additionally, Valencia County is required to comply with the provisions of House Bill 425 (New Mexico), which mandate the continuation of Medication-Assisted Treatment (**MAT**) and Medications for Opioid Use Disorder (**MOUD**) for eligible incarcerated individuals. The County is legally obligated to maintain and, when appropriate, initiate **MAT/MOUD** treatment services for detainees in its custody. These requirements have further increased the costs associated with detainee care and housing, and the revised rate is necessary to support compliance with these legal obligations.

iii. Full payment for the above specified service shall be remitted by the Municipality to the County after the Municipal's receipt of the County's itemized monthly billing statement. Bills shall be remitted by the County on or about the first business day of each month and shall contain the names of each the Municipal Detainee and the dates of Detention. Full payment shall be made by the Municipality to the County within thirty (30) days of receipt of the bill, and a copy of the bill and check shall be sent by the Municipality to the Valencia County Treasurer's Office for record keeping purposes.

iv. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

B. The Municipality is responsible for all transport Municipal Detainees to and from the Valencia County Adult Detention Center (the "Center") and to and from Court proceedings. The Municipality is also responsible for providing all appropriate court orders for booking and release of Municipal Detainees.

C. The Municipality agrees to call the Center in advance to verify available space prior to delivering Municipal Detainees for booking. If the Center is at full capacity, the County, through its authorized agent, reserves the right to deny intake in accordance with state and federal regulations.

D. If the Detention Center's Warden determines that the Center is at full capacity the Municipal's detainee(s) in the custody of Valencia County will be transported to another detention facility within the State of New Mexico. The Municipality shall pay the County all costs of housing its detainee(s) at the non-Valencia County detention facility. The Detention Center Warden will immediately inform the Municipality of the need to transport the Municipal's Inmate(s) pursuant to this provision.

E. The Municipality will give notice to the Center when a Detainee is to be picked up for a court appearance or release and the Center will have Detainees ready to leave when the Municipal Police Officers arrive at the Center. The Isleta Police Department assumes responsibility for all arrest and notification papers prior to the booking of Detainees. The Municipality agrees to return any Detainee taken from the Center, for whatever reason, for final processing at the Center.

F. The County will be responsible for the care, custody, and control of Detainees after such time that the Detainees are delivered and accepted to the Center's custody, along with the necessary paperwork. (1985 Op. Att Gen. No. 85-03).

G. The Detention Center will not accept Municipal new intakes if they do not clear the Detention Center's initial medical assessment (**Fit for Confinement**). It is the responsibility of the Municipality to transport and obtain medical or psychological treatment for those persons in the Municipal's custody who have not been accepted by the Detention Center or who have been re-housed elsewhere as a result of inmate overcrowding conditions (as mentioned in section D).

H. The Municipality will obtain medical or psychological treatment for any Municipal Detainee's that is suicidal, excessively inebriated or demonstrating signs of mental illness, physical injury, or other medical conditions prior to the time they are presented for booking, and, if requested, will provide a medical release at the time of booking.

I. All medical expenses for the treatment of Municipal Detainees who are subject to this Agreement shall be the responsibility of the Municipality. The Detention Center will provide all day to day in house medications and in house clinical care at no additional cost to the Municipality. The Municipality shall reimburse the County for any and all extraordinary and/or non-in-house care. Valencia County will contact the Municipality for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations. The

Municipality agrees to fully reimburse the County of Valencia for all emergency medical services paid by the County of Valencia for Municipal inmates. Notification of emergency situations will be made within twenty-four (24) hours.

2. Term and Termination. This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of six (6) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Municipality removes its last inmate from the Detention Center and compensates Valencia County for all amounts due and owing under this Agreement.

3. Property. No property shall be acquired as a result of this Agreement which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

4. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by the County are for services rendered to the Municipality and the fees received by the County will be transferred to the County general fund as required by law.

5. Strict Accountability of all Receipts and Disbursements. Each party shall be strictly accountable for all receipts and disbursements under this agreement.

6. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

7. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

8. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. The Municipality shall be liable for its actions according to this Agreement subject to the immunities and limitations of the Federal Tort Claims Act, 25 U.S.C. Sec, 2671, *et. seq.*, as amended and as applicable to the Municipality Department. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended. Any liability incurred by the Municipality in connection with this Agreement is subject to the immunities and limitations of the Federal Tort Claims Act, 25 U.S.C. Sec, 2671, *et. Seq.*, as amended and applicable to the Municipality Police Department. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive the sovereign immunity of the Municipality.

9. Independent Contractor. Neither Valencia County nor its employees are considered to be employees of the Municipality for any purpose whatsoever. Valencia County is considered and Independent Contractor at all times in the performance described herein.

10. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Randy Gutierrez, Warden, P.O. Box 1119, Los Lunas, NM 87031

To the Municipality: Joshua Ramsell, Mayor, 360 Rio Communities Blvd.
Dr. Martin D. Moore, Ph.D., City Manager 360 Rio Communities Blvd.

11. Lead agency. The County is designated as the lead agency and shall monitor the actions of the Municipality as pertains to this agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from the County to the Municipality that Municipal is in breach of its payment obligations under this Agreement, the Municipal fails to make payment within fifteen (15) days after receipt of such notice. The Municipality and the County shall report and/or confer with one another upon specific requests.

12. Repeal of Prior Agreements. All prior agreements for the housing of the City of Rio Communities Detainees are repealed with the approval of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by both parties.

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

P.O. Box 1119 / 444 Luna Ave.
Los Lunas, NM 87031

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2026.

Gerard Saiz
Chair, District I

Morris Sparkman
Vice-Chair, District III

Troy Richardson
Commissioner, District II

Dante Berry
Commissioner, District V

Joseph Bizzell
Commissioner, District IV

Attest:

Mike Milam
Valencia County Clerk

CITY OF RIO COMMUNITIES

By: _____
Joshua Ramsell, Mayor

Date: _____

ATTEST BY:

Clerk