



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, February 24, 2025 6:00 PM
Agenda

Please silence all electronic devices.

Mayor - Joshua Ramsell
Mayor Pro Tem – Lawrence R. Gordon

Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

- 1. Approval of Minutes Regular Business Meeting January 27, 2025, City Council Workshop February 10, 2025, Regular Business Meeting February 10, 2025**
- 2. Approval of Accounts Payable**
- 3. Swearing in Roy Hubbard as Clerk Treasurer**

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 4:45 PM on Monday, February 24, 2025. These comments will be distributed to all Councilors for review. If you wish to speak during the public comment session, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

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

Manager Report

Action Items

- 4. Discussion, Consideration, and Decision – Resolution 2025-06 Grant 23-DG-11030000-008 Between State of New Mexico. Energy, Minerals and Natural Resources Department and the City of Rio Communities Wildland Tools and Equipment**
- 5. Discussion, Consideration, and Decision – Resolution 2025-07 Governmental Services Between State of New Mexico, Energy, Minerals and Natural Resources Department and the City of Rio Communities for a Wildland Fire Coordinator**
- 6. Discussion, Consideration, and Decision – Elimination of the Second Deputy Clerk Position**
- 7. Discussion, Consideration, and Decision – Establishment of Human Resources Coordinator Position**
- 8. Discussion, Consideration, and Decision – Pland Collaborative Landscape Architectural Design and Consultation for Veterans Memorial Conceptual Study**
- 9. Discussion, Consideration, and Decision – Pland Collaborative Landscape Architectural Design and Consultation for Parks Development in Rio Communities**
- 10. Discussion/Information Only – Presentation by Geno Zamora, Esq. regarding the Governmental Code of Conduct and Open Meetings Act Training Updates**

Council Discussion

Adjourn

Please join us from the comfort and safety of your own home by entering the following link: @

<https://www.facebook.com/riocommunities>

Council may be attending the Municipal Day held in Santa Fe NM at the La Fonda Hotel February 27 - 28, 2025. A possible quorum may be in attendance.

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, January 27, 2025 6:00 PM
Minutes

Please silence all electronic devices.

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

Call to Order

Mayor Pro Tem Gordon called the meeting to order at 6:03 pm

Pledge of Allegiance

Councilor Nelson led the pledge of allegiance

Roll Call

Governing Body

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

Staff

Manager Dr. Martin Moore
Deputy Clerk Lalena Aragon
Police Chief Felix Nunez
Fire Chief Andrew Tabet
City Attorney Cori Strife
Finance Officer Roy Hubbard

Approval of Agenda

Motion made by Councilor Apodaca to approve the agenda as written. Seconded by Councilor Nelson

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Approval of the Consent Agenda

Motion made by Councilor Gordon to approve the consent agenda. Seconded by Councilor Apodaca

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Public Comment:

Zeke Esquibel from New Mexico Water Authorities stated that he would like to talk a little bit about the utility easement and how it may affect the water department and is requesting Council doesn't make a decision on this before talking with the New Mexico Water Authorities.

Manager Report

Donald Chavez talked about meeting with the state legislator and explained they have a Bill for the NM Dahl Sheep and stated that they are New Mexico heritage breed of livestock and stated he is wanting to go back to the State legislator to get some more protection on them. He stated that he has caught a few and is working to keep them alive before they go into extinction and also talked about having a nature center and an exhibit for the Dahl Sheep, he then went over the history of the Dahl Sheep. Mr. Chavez requested the Council talk with the State legislators to get funding for an exhibition for the Dahl Sheep in our community.

City Manager Dr. Moore talked about the streetlights on Horner and stated that the project will be started. He then talked about Goodman Ave. project and stated work will be started.

City Manager Dr. Moore gave an update on the Code of Conduct and ethics and stated it is being prepared and will have them ready in February. He then talked about the appointment of the Municipal Judge and Judge pro tem and stated the Mayor has been looking for someone to fill these positions and they will be bringing this up as an action item in February.

Councilor Marquez asked if the Council could have the information on the Judge before they are appointed.

Mayor Ramsell stated that the information on the Judge will go out to Council.

Councilor Marquez asked about the EDC website and asked if Sunny 505 has given City Permissions.

Action Items

Discussion, Consideration, and Decision – Truck Bypass Agreement to Grant Public Road and Utility Easement, Grant Easement for Public Road Supplement Easement and Vacation Agreement

City Manger Dr. Moore went over the contract and explained the areas in the contract that was updated by Council request.

City Manger went over the rail crossing and stated that the landowner set aside the City be responsible for the maintenance.

Councilor Nelson stated that parcel 18b needs to be removed and that parcel is not connected to the road.

Councilor Marquez stated that if 18b is not connected to that lot that needs to be taken out and asked City Manager Dr. Moore to explain what alternate summary procedures are.

City Manager Dr. Moore explained that an alternate summary procedure is the existing procedure in the City of Rio communities without a reset division of lots, provided that, you don't have any increase in the number of lots permissible and what that means is a walk through for a single plat process as opposed to a preliminary plat process.

Councilor Nelson asked Dr. Moore to read the top two lines of the Agreement.

City Manager Dr. Moore read: "The subdivision tracks 18A/18B to one or more resub division. Utility easements will be completed and access to new road easements on the extended railroad easement to replant on resub division cost. Consist of the combination of recombination portions of previously planted that it does not increase the total number of lots and is eligible for the alternate summary procedure under Subdivisions Ordinance 621, provided the proposed subdivision meets the criteria for

the alternate summary procedure which provides an exemption for new understanding, new subdivision review and approval procedure”.

City Attorney Strife explained that an alternative summary plat procedure is: they bring it to the City for approval and it would go back to planning and zoning with the final plat. So, they would go through planning and zoning and the council, so this is like a planning phase and the final phase. In this case, what we are saying is that if they're not changing the way the property is laid out. She explained with 18a and 18b why those are connected even though 18b is not implicated in this situation what it is saying is that as long as 18a and 18b remain in the same 2 parcels and that they're not increasing anything or adjusting their acreage to redraw that line and so if it was 66 acres and they wanted to change it to say 48 acres, they would have to go through the same approval process. She explained that it is a benefit to the city if they want to change the way 18b is laid out; the city will have the ability to have access to those easements.

City Manager explained the warranty of title issue and explained that the City would own the road and not the land itself.

Councilor Nelson asked if they own the land, they will still be taxed but it says property will be exempt from taxes.

City Attorney Strife explained that the road will be exempt because you can't tax the City, but the 98 acres of land would still be taxable because the City owns the road not the land.

Councilor Nelson stated that he thinks that NM Water engineers need to work with the city engineers before we go forward on this.

Council Marquez asked if NM Water could voice their concerns. He then asked why Playa Vista was the one who requested the zone change and now the easement is requested by Petroyates.

City Attorney Strife explained that Petroyates is a shareholder and that is why his name is on this agreement.

Councilor Marquez asked how much it would cost to resurface the road when it needs to be resurfaced and stated that it would cost \$1 million to repave the road. Marquez stated if the roads are being used by the Yates and the Wind turbine, should the city add that they are responsible for maintaining the road and not be the responsibility of the city?

City Attorney Strife stated that this is a planning stage so no and since this part of the community will be paying taxes on the property and this isn't the appropriate time to add this to the agreement and should have been brought up in an earlier conversation.

Councilor Nelson stated that the road isn't on City property so they would not be paying City taxes and that they are getting tax breaks.

Councilor Marquez explained that the cost of maintaining the road would not match the taxes.

City Attorney stated that is a valid concern but in this stage it is just to get the approval to build this road and to be able to have citizens use the road.

Councilor Nelson stated that he would like to see where the Department of Transportation signed off on this road and where the bond is for this road.

City Manger Dr. Moore stated that the State of New Mexico is funding this road.

Councilor Nelson asked for that documentation and asked why all the parcels are listed.

City Attorney explained all the parcels are listed because those are the parcels that were listed in the rezone the City did a few months back re-zoned.

Councilor Nelson talked about the sewer line and stated that the City needs to take that into consideration.

City Manager Dr. Moore stated that we are not touching the NM Water easements.

Councilor Nelson asked NM Water if they had a proposal for an additional water line to go out towards that way.

Mr. Esquibel from NM Water stated that they do have future plans to do an interconnection.

City Attorney Strife explained that what is in place now will not go away and referred to paragraph four.

Mrs Apodaca from NM Water stated so we are clear you are not asking us to relocate any of our infrastructure then we are ok with that and stated that with their future planes they would still like to meet with the engineers.

Councilor Nelson talked about how the trucks could affect the sewer line.

Councilor Marquez stated that this needs to be addressed now so the City isn't responsible if there was a sewer line breakage.

Motion made by Councilor Gordon to approve truck bypass agreement to grant public road and utility easement, grant easement for public road supplement easement and vacation agreement. Seconded by Councilor Apodaca.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote

Discussion, Consideration, and Decision – Resolution 2025- 03 Declare 94 Olson a Dangerous and Nuisance Dangerous Property

City Manager Dr. Moore explained this has been in front of the Council before and there were a few changes in the language and is requesting approval.

Motion made Councilor Apodaca approve resolution 2025-03 Declaring 94 Olson a dangerous property. Seconded by Councilor Gordon.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote

Discussion, Consideration, and Decision – Resolution 2025-04 Budget Adjustment

Discussion, Consideration, and Decision – Resolution 2025-05 Second Quarter Financial Report

City Manager Dr. Moore stated that there were a few small bumps in the road.

Finance officer Hubbard stated there were a few glitches with the software he recommends moving the two action items to a special meeting.

Motion made by Councilor Nelson to table these items. Seconded by Councilor Marquez.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote

Discussion, Consideration, and Decision – City Spring Event

City Manger Dr. Moore explained there was some discussion awhile back on having a Spring event and he is asking Council for direction on how to handle this.

Councilor Marquez stated that he talked to Dr. Moore, and he brought the agenda, Councilor Marquez went over the agenda he made for the Sprin event that included overtime for the Police, Public Works and the Fire Department, he talked about using the Axillary 5013c to help with the cost of the event and sated he has talked to the librarian about utilizing items in the makers space to for engraving and other projects that may be needed. He stated that the committee he has put together for this event includes himself, Monique Marquez, Loedi Silva and Randy Gettings.

City Attorney explained in order for the City to hold an event there needs to be a committee that has been vote on by Council.

Council Discussion

Councilor Marquez stated that he would like to see the EDC website up and running.

Councilor Gordon talked about the Martin Luther King visual in Belen and thanked everyone in the community who attended.

Councilor Nelson asked for a take home vehicle policy and employee list.

Councilor Marquez asked if the City is going to the Round house. He stated that he spoke with Senator Stefanics, and she was under the impression that Dr. Moore was going to the Round House on Friday.

Councilor Apodaca asked about the Veterans Memorial.

City Manager Dr. Moore stated that he is looking at having something for the Council in February with a proposal.

Mayor Ramsell EDC website to contact City Hall and talked about the truck bypass and there is no nuclear waste being transported through the City. The bypass road will be used to keep big trucks from going through the city,

Executive Session - For the purpose of Appointment of Clerk Treasurer and Police Chief Evaluation pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters

Motion and roll call vote to go into closed session

Motion made by Councilor Nelson to go into closed session for the purpose of Appointment of Clerk Treasurer and Police Chief Evaluation. Seconded by Councilor Gordon.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote at 8:15 pm.

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

Motion made by Councilor Nelson. Seconded by Councilor Gordon 8:41 pm.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote at 8:41 pm.

Welcome everyone back and statement by the Mayor:

Motion made by Councilor Gordon to accept the welcome back statement by the Mayor. Seconded by Councilor Nelson.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote at

Action Items

Discussion, Consideration, and Decision – Appointment of Clerk Treasurer

No decision was made.

Adjourn

Motion made by Councilor Gordon to adjourn. Seconded by Councilor Apodaca. Motion carried at 8:43 pm.

Respectfully submitted,

Dr. Martin Moore, Acting Municipal Clerk
(Taken and Transcribed by Lalena Aragon, Deputy Clerk)

Date: _____

Approved:

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor

DRAFT



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, February 10, 2025 5:00 PM
Minutes

Please silence all electronic devices.

Call to Order

Mayor Ramsell called the meeting to order at 5:02 PM

Attendees

Governing Body

Mayor Joshua Ramsell
Councilor Lawrence Gordon
Councilor Thomas Nelson
Councilor Art Apodaca (Via phone)
Councilor Matthew Marquez

Staff

Manager Dr. Martin Moore
Deputy Clerk Lalena Aragon
City Attorney VanVleck
Finance Officer Roy Hubbard

Public Comment:

No public comments.

Discussion – Universal Waster Franchise Agreement

City Manager Dr. Moore explained the current Universal Waste contract.

Councilor Marquez stated that under term and renewals it is a 10-year contract. He stated he went over some contracts from other Municipalities and they are only 5 or 6 years. He stated he believes 10 years is too long.

City Attorney VanVleck stated that the city isn't purchasing anything, so this doesn't fall under state procurement. He explained that this is a franchise agreement, and it is up to the Council how long they want the contract to be; It is a time intensive process that the City would have to go through every 4 or 6 years.

Universal Waste Manager Mr. Byers explained that in the last contract the City was responsible for past debt and in this contract, Universal Waste will take care of past debt.

Councilor Nelson stated they were asking for 20 years, and the city negotiated it for 10 years.

City Attorney VanVleck stated that this is a standard contract.

Councilor Marquez stated the city should start the fees at five (5%) percent.

Mayor Ramsell explained that it is a gradual increase over the years.

Councilor Marquez stated that the language in the contract was changed.

City Attorney VanVleck stated that he changed the language to protect the city from any form of litigation.

Councilor Marquez went over Collection and Enforcement. He stated that if a customer is delinquent over 30 days they should be given more time to pay the reminder of their late balance.

Regan Vaughn explained that there is software they are working on to send emails and other reminders of billing.

Councilor Marquez asked how many bad debts are tied to the City of Rio Communities.

Mrs. Vaughn stated that 140 accounts for a total of \$97,858.73 over the past 4 years.

City Attorney stated that the detail is how the city enforces it which is through court and stated that it could take a long time. Suspending services is a better option.

There was discussion over the rate increase over time.

Councilor Apodaca stated that he feels Universal Waste is doing everything they can to help the city.

Councilor Marquez talked about roll-off containers and the contract states that only Universal Waste can provide roll-offs and no one else. He stated that if a trailer has a company logo on it, they can't dump at the transfer station. He talked about helping the small businesses in the city and giving them a chance.

City Attorney VanVleck explained that Universal Waste Services could subcontract roll-off services, which means anyone that wants to provide roll off services would have to go through UWS.

Mr. Byers stated that the city gets the franchise fee.

Councilor Marquez stated that if we let another company come in then they would have to pay the same franchise fee.

Mr. Byers stated that Universal Waste Services gives the city 16 free roll-offs a year. He stated that if that service is open, they will have to raise the rates.

Marquez asked about the increase.

Ms. Vaughn stated that they are starting out at \$2 dollars the first year and then \$1 every year after to pay back the past debt and not hit the residents too hard.

Councilor Marquez stated he didn't see the \$2.00.

Ms. Vaughn explained the contract and stated that it was added in 2025 and was negotiated in the meetings with Councilor Nelson and Councilor Gordon.

Mayor Ramsell talked about the monthly price.

Ms. Vaughn stated that 453 of the accounts in the city are under the Veteran, Senior Citizen or low-income discount.

Councilor Marquez asked about the roll off prices and asked if there shouldn't be an adjustment between a 10 yard and a 40 yard roll off.

Mr. Byers stated that it's for every 10 yards and yes, the numbers will change. They will need to address that.

Mayor Ramsell stated it is 6:00pm and the Council will need to adjourn this meeting.

Respectfully submitted,

Roy Hubbard, Municipal Clerk
(Taken and Transcribed by Lalena Aragon, Deputy Clerk)

Date: _____

Approved:

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, February 10, 2025 6:00 PM
Minutes

Please silence all electronic devices.

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

Call to Order

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

Pledge of Allegiance

Councilor Nelson led the pledge of allegiance.

Roll Call

Governing Body

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

Staff

Manager Dr. Martin Moore
Deputy Clerk Lalena Aragon
Police Chief Felix Nunez
Fire Chief Andrew Tabet
City Attorney Randy Van Vleck
Finance Officer Roy Hubbard

Approval of Agenda

Mayor Ramsell amended the agenda to remove action item #3

Motion made by Councilor Gordon to approve the agenda with the change as stated. Seconded by Councilor Nelson.

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Approval of Consent Agenda

Motion made by Councilor Nelson to remove the minutes and stated that more discussion needs to be added to the bypass road and to approve the accounts payable. Seconded by Councilor Marquez.

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Motion made by Councilor Nelson to table the minutes and stated that there was a lot of discussion, and he thinks the discussion needs to be in the minutes and is tabling the minutes until he can review the audio, and he can see what needs to be in the minutes. Seconded by Councilor Marquez.

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Public Comment:

Dick Irvin Western Drive: Talked about adopting a dog from the Valencia County animal shelter and stated that 43 percent of cats and dogs are euthanized and suggests that the city hold an adoption event. He stated that Valencia County Animal Shelter could use some donations of food and supplies. He then talked about a reception he went to at the VA hospital and how phenomenal the staff is. He then talked about a Valentines craft fair and talked about small business not getting enough support.

Manager Report

City Manager Dr. Moore talked about streetlight repairs that will be happening around the City. He then talked about having park dedication of Chamesa park on Saturday March 1st, 2025; weather permitting.

Councilor Marquez asked if the City would designate a name for that park.

Mayor Ramsell stated that there is a process, and the city will have to look into it. He stated as of right now it is called Chamesa Park

Councilor Nelson stated that he will not be available on that date.

Action Items

Discussion, Consideration, and Decision – Resolution 2025-04 Budget Adjustment

Finance Officer Hubbard stated that with this budget adjustment it is \$70,000 from DOH for the EMS Fund that needs to be approved for quarterly LGBMS reporting and to add account codes to the financial software.

Motion made by Councilor Gordon to approve resolution 2025-04 Budget adjustment. Seconded by Councilor Apodaca.

Voting Yea:

Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision – Appoint a Spring Event Committee

Mayor Ramsell stated that he talked to Dr. Moore and Finance officer Hubbard about the cost the City would have to front a head of time.

City Manager Dr. Moore stated that the city would need to have about \$6,000 in overtime that includes PERA, common deductions and taxes.

Finance Officer Hubbard stated that he believes that \$6,000 would not hinder the city.

Councilor Marquez stated that the committee would be Himself, Monique Marquez, Andrew Tabet Fire Chief, Amanda Carasco Library pending, City Manager Dr. Moore, Randy Gettings, Loedi Silva and possibly another member of the Fire Departments auxiliary.

Motion made by Councilor Nelson to appoint a Committee with the members that Councilor Marquez has been working with, the City Manager and an additional Council Member.

Motion made by Councilor Nelson. Seconded by Councilor Marquez.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision – Valencia County Sheriff Department Update

Police Chief Nunez stated that the city had received a letter from Valencia County Sheriff's Office stating that they would suspend services to the city. He stated that he met with the Sherriff, and she explained that with limited personnel it is hard for them to cover the city and the whole county. Chief Nunez stated that as of right now it is only me, Seargeant Rodriguez and Officer Mendoza. He explained that the city cannot offer a 24/7 police department at this time. He stated he talked to the Sherriff about the staffing issues Rio Communities' is facing. He talked about having to find money for the city to be self-sufficient and explained that the city needs to find a way to bring in more funding.

Councilor Apodaca stated that the city has more than one issue and stated that even with full funding it will be a challenge to recruit officers. Apodaca stated that Council needs to work on getting some tax increases to get the funds they need.

Councilor Marquez asked what time the bulk of call volume is.

Police Chief Nunez stated that it depends on what is going on and explained in the summer months there will be more calls in the late evenings.

Councilor Nelson stated that if Council would have known about the letter earlier, they could have offered assistance.

Council Discussion

Mayor Ramsell stated that Seargent Rodriguez was told by a resident thank you for being out there and giving out speeding tickets; thanked the police department for doing a great job.

Councilor Nelson asked about the bypass road documents he requested and asked Dr. Moore if the city has them on hand. He then asked if the City has reviewed them.

City Manager Dr. Moore stated that the city does not have them on hand, and he has been working on getting them. He thanked everyone that went to Santa Fe for representing the County.

Councilor Apodaca stated he wants to start discussions as soon as possible to raise taxes for our Police Department and stated that even when the tax increase is passed there is a time delay, and this is a critical issue, and the City needs to fund the Police and Fire Department.

Councilor Marquez requested that Council receive key access to the building during business hours; he stated that there have been multiple times he needed access to the common area and as a Council member he needs to be able to do business during regular business hours. He talked about small businesses not having enough support from the city and asked about the EDC website and asked if the website goes to Dr. Moore.

City Manager Dr. Moore stated that small business can go to the Valencia Chambers of Commerce or the business incubator and stated that as a city to directly support a private business is a violation of the State Constitution.

Councilor Marquez asked if the EDC website is there to support small business.

City Manager Dr. Moore explained the city is working on combining the website and stated that it is very important to the city to have small business.

Councilor Marquez asked for more information about Public Works having more dumpsters for the City Clean up. He then thanked the Police and Fire Department for all the good things they do for the city.

Councilor Gordon stated he wanted to address a Facebook post he saw and stated that it made it seem like the City Council does not do things for the city, he explained that Councilors are getting grants, going to Santa Fe and are part of committees and are working hard to promote the city. The post made it seem like only one member of Council is working hard to do those things and he stated all of Council is working hard to promote the City.

Mayor Ramsell stated that all of Council and staff and our elected officials in Santa Fe are working hard to promote the city. He then explained that City Cleanup is on the third Saturdays and stated that if residents see trash on the side of the road to contact City Hall and let them know. He then talked about the Incubator and stated that they are running off Volunteers and they are facing some staffing issues. He then thanked all small business and the home businesses in the city for their business.

Executive Session - For the purpose of Appointment of Clerk Treasurer pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters

Motion and roll call vote to go into close session

Motion made by Councilor Gordon to go into closed session for the purpose of appointment of Clerk Treasurer pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters. Seconded by Councilor Nelson.

Voting Yea:

Councilor Gordon

Councilor Apodaca

Councilor Nelson

Councilor Marquez

Motion passed with a 4-0 vote at 8:00 pm.

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

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

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote at 8:35pm

Welcome everyone back and statement by the Mayor:

Motion made by Councilor Gordon the approve the Statement by the Mayor. Seconded by Councilor Nelson.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote.

Discussion, Consideration, and Decision - Appointment of Clerk Treasurer

Motion made by Councilor Nelson to approve the appointment of Roy Hubbard as the Clerk/Treasurer. Seconded by Councilor Marquez.

Voting Yea:
Councilor Gordon
Councilor Apodaca
Councilor Nelson
Councilor Marquez

Motion passed with a 4-0 vote

Adjourn

Motion made by Councilor Nelson to adjourn. Seconded by Councilor Gordon motion caried at 8:36 pm.

Respectfully submitted,

Roy Hubbard, Municipal Clerk
(Taken and Transcribed by Lalena Aragon, Deputy Clerk)

Date: _____

Approved:

Joshua Ramsell,
Mayor

Lawrence R. Gordon,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor

DRAFT



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK CODE-AP BANK CODE						
VEN04260	Craig Independent Tire Co.	02/19/2025	Regular	0.00	94.87	4807
VEN04303	Flyer Press LLC	02/19/2025	Regular	0.00	1,434.99	4808
VEN04839	Gallegos Group, LLC. dba ABQ Guns	02/19/2025	Regular	0.00	834.00	4809
VEN04311	Garcia & Sons Security	02/19/2025	Regular	0.00	150.03	4810
VEN04417	Napa Auto Parts	02/19/2025	Regular	0.00	379.98	4811
VEN04459	NM Water Service Company	02/19/2025	Regular	0.00	659.73	4812
VEN04542	Stryker Sales Corporation	02/19/2025	Regular	0.00	1,566.15	4813
VEN04573	Universal Waste Systems, Inc.	02/19/2025	Regular	0.00	1,401.47	4814
VEN04582	Valencia County Fiscal Office	02/19/2025	Regular	0.00	2,522.95	4815
VEN04603	Woodlands Hardware	02/19/2025	Regular	0.00	127.06	4816
VEN04180	Albuquerque Publishing Co.	02/19/2025	EFT	0.00	1,286.33	101136
VEN04185	Amazon Business	02/19/2025	EFT	0.00	9,829.28	101137
VEN04904	Beasley, Mitchell & Co. LLP	02/19/2025	EFT	0.00	9,843.09	101138
VEN04680	HEI, Inc	02/19/2025	EFT	0.00	2,800.00	101139
VEN04938	Kennedy, Moulton & Wells, P.C.	02/19/2025	EFT	0.00	12,841.95	101140
VEN04709	Maloy Mobile Storage Inc.	02/19/2025	EFT	0.00	487.36	101141
VEN04896	Municipal Emergency Services Inc.	02/19/2025	EFT	0.00	1,380.00	101142
VEN04792	NM Local Government Law	02/19/2025	EFT	0.00	6,255.17	101143
VEN04510	RoofCARE, LLC.	02/19/2025	EFT	0.00	2,294.71	101144
VEN04527	Sharp Electronics Corporation	02/19/2025	EFT	0.00	374.46	101145
VEN04842	Treetop Products, LLC.	02/19/2025	EFT	0.00	5,912.96	101146
VEN04663	UniqueFleet, LLC.	02/19/2025	EFT	0.00	3,194.60	101147
VEN04846	WOLFCOM Enterprises	02/19/2025	EFT	0.00	671.00	101148
VEN04249	Comcast Business	02/19/2025	Bank Draft	0.00	1,130.41	DFT0001474
VEN04599	WEX Bank	02/19/2025	Bank Draft	0.00	3,159.20	DFT0001475

Bank Code AP BANK CODE Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	10	0.00	9,171.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	2	0.00	4,289.61
EFT's	20	13	0.00	57,170.91
	40	25	0.00	70,631.75

Fund Summary

Fund	Name	Period	Amount
99000	Pooled Cash Fund	2/2025	70,631.75
			<u>70,631.75</u>

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

MATTHEW MARQUEZ, COUNCILOR

THOMAS NELSON, COUNCILOR

ATTEST:

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2025 – 06**

**A RESOLUTION TO ACCEPT GRANT 23-DG-11030000-008 BETWEEN STATE OF NEW MEXICO, ENERGY,
MINERALS AND NATURAL RECOURCES DEPARTMENT AND THE CITY OF RIO COMMUNITIES
FOR WILDLAND TOOLS & EQUIPMENT**

- WHEREAS,** the Governing Board in and for the City of Rio Communities, State of New Mexico has agreed to accept grant agreement 23-DG-11030000-008 in the amount of \$17,911.63, and
- WHEREAS,** the Governing Board in and for the City of Rio Communities, State of New Mexico has agreed to a 10% match of \$1,990.10 for a total of \$19,901.73, and
- WHEREAS,** this fund will be used for the purchase of Personal Protection Equipment or Fire Fighting Equipment pertaining to Wildland Firefighting and shall comply with 2 C.F.R. 200.317 through 200.327; Communications equipment is eligible under this agreement, and

THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the City of Rio Communities, State of New Mexico hereby approves the following agreement with the City of Rio Communities and the State of New Mexico, Energy, Minerals and Natural Resources Department.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF FEBUARY 2025 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

Arthur Apodaca,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor

ATTEST:

Roy Hubbard, Municipal Clerk

**GRANT AWARD AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL REOURCES DEPARTMENT
AND THE
CITY OF RIO COMMUNITIES**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division, and the City of Rio Communities for the City Of Rio Communities Fire Department (CRCFD).

This Agreement is entered by the Forestry Division's authority at NMSA 1978, Sections 68-2-6 and 68-2-8 and is subject to all federal legislation, regulations, and policies applicable to the U.S. Department of Agriculture, National Fire Plan - Volunteer Fire Assistance Program (VFA).

The parties mutually agree:

1. Scope of Work: CRCFD shall purchase Personal Protection Equipment (PPE) or Fire Fighting Equipment (FFE) pertaining to wildland firefighting and shall comply with 2 C.F.R. 200.317 through 200.327 for procurement conducted pursuant to this Agreement.

A. CRCFD may purchase the PPE or FFE directly from any supplier. Firefighting boots and individual items with a cost greater than \$5,000.00 are not eligible for purchase under this Agreement.

B. Communications equipment (portable and handheld radios) is eligible for purchase under this Agreement. All communications equipment CRCFD purchases must be "Project 25" compliant (a national standard for communications equipment) and field programmable. No individual radio can cost more than \$5,000.00.

2. Compensation:

A. EMNRD shall reimburse CRCFD 90% of items purchased upon receipt of one detailed and certified statement evidencing purchase of and payment for equipment purchased under this Agreement along with copies of supplier invoices, subject to the limitation in Paragraph (1) and total reimbursement budget in Paragraph 2.B. below.

B. VFA grant award to CRCFD shall be:

Amount of Grant:	\$17,911.63
Local Match:	\$1,990.10
Total Budget:	\$19,901.73

C. To be eligible for cost sharing, CRCFD shall purchase all equipment and supplies after the Agreement's effective date and no later than April 1, 2026. CRCFD must submit to the Forestry Division one Reimbursement Form (Attachment 1), including copies of purchase orders, invoices, and cancelled checks to be eligible for reimbursement, no later than April 15, 2026.

3. Auditing Procedures: Expenditures made under this Agreement are regulated by 2 C.F.R. 200 *et seq.*

A. Equipment – Equipment CRCFD acquires under this Agreement shall be subject to audit by EMNRD and shall be managed, used, and disposed of in accordance with 2 C.F.R. 200.1 (Attachment 2) and 2 C.F.R. 200.313. Title to the equipment vests in the City of Rio Communities.

B. Supplies – Supplies CRCFD acquired under this Agreement that exceed \$100.00 per item shall be subject to audit by EMNRD pursuant to 2 C.F.R. 200.1 (Attachment 2) and 2 C.F.R. 200.314. Title to the supplies vests in the City of Rio Communities.

C. Financial Records – The City of Rio Communities's financial records involving procurement and all other related records including programmatic records, supporting documents, and statistical records under this Agreement shall comply with all federal, state, and local government auditing requirements, including subawards pursuant to 2 C.F.R. Part 200.1 (Attachment 2) and Cost Principles pursuant to 2 C.F.R. 400 and parts thereof, and in particular federal grant management rules pertaining to the National Fire Plan – Volunteer Fire Assistance Grant. The City of Rio Communities shall retain these records for six years after the date specified below in Section 5, Term.

4. Grant Award Provisions:

A. This VFA grant is awarded based on information provided in CRCFD's application submitted for VFA funding in federal Fiscal Year 2024. The City of Rio Communities shall comply with all applicable provisions of U.S. Department of Agriculture, Forest Service, Grant No. 23-DG-11030000-008, Federal Fiscal Year 2023. The Forestry Division shall provide the City of Rio Communities with a copy of the grant with the Notice to Proceed.

B. The City of Rio Communities assures it has legal authority to receive monies for purposes intended hereby and the ability and intention to finance its share of the costs of the PPE or FFE.

5. Term: This Agreement becomes effective when executed by an authorized representative of the City of Rio Communities and EMNRD. It shall terminate on April 30, 2026.

6. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

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

8. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and U.S. Department of Agriculture, Forest Service granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to the City of Rio Communities. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by the City of Rio Communities.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____
Cabinet Secretary or Designee

Date: _____

CITY OF RIO COMMUNITIES

By: _____
Authorized Representative Signature

Date: _____

Printed Name and Title

Attachment 1

Reimbursement Form	
Date:	
Volunteer Fire Department (VFD) Name:	City Of Rio Communities Fire Department
Fiscal Agent Name:	City of Rio Communities
VFD Representative Name:	
Fiscal Agent Address:	360 Rio Communities Blvd., Rio Communities, NM 87002
SHARE Number:	0000110108
Reimbursement Request Number: Please number your reimbursement requests sequentially, and with more than one digit – for example, "01" or "001".	
Grant Amount Expended:	
Local Match: (This amount must be at least 10% of grant amount.)	
Total Amount Expended: (Total + Grant Amount + Local Match)	
Signature:	
Printed Name and Title:	
Must also attach the required purchase orders, invoices, and cancelled checks.	
Email this page and all required documentation to:	GabrielF.Cordova@emnrd.nm.gov State of New Mexico Energy, Minerals and Natural Resources Department Forestry Division 1220 S. St. Francis Dr. Santa Fe, New Mexico 87505

Attachment 2

Source - Electronic Code of Federal Regulations: www.ecfr.gov

Code of Federal Regulations

Title 2: Grants and Agreements

Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart A: Acronyms and Definitions

§200.1 Equipment.

means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000. See the definitions of capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies in this section. See also §§ 200.1 Capital assets, 200.1 Computing devices, 200.1 General purpose equipment, 200.1 Information technology systems, 200.1 Special purpose equipment, and 200.1 Supply.

§200.1 Subaward.

means an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in with [§ 200.331](#), including an agreement the pass-through entity considers a contract.

§200.1 Supply.

means all tangible personal property other than those described in the equipment definition. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes or \$10,000, regardless of the length of its useful life. See this section's definitions of computing devices and equipment.

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2025 – 07**

**A RESOLUTION TO AGREE ON GOVERNMENTAL SERVICES BETWEEN STATE OF NEW MEXICO, ENERGY,
MINERALS AND NATURAL REOURCES DEPARTMENT AND THE CITY OF RIO COMMUNITIES FOR A
WILDLAND FIRE COORDINATOR**

WHEREAS, the Governing Board in and for the City of Rio Communities, State of New Mexico has agreed to accept this Governmental Services Agreement (SHARE No. 25-521-0400-0149) in the amount, not to exceed, \$24,999.00, and

WHEREAS, this fund will be used for the hiring of a Wildland Fire Coordinator, and

THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the City of Rio Communities, State of New Mexico hereby approves the following agreement with the City of Rio Communities and the State of New Mexico, Energy, Minerals and Natural Resources Department.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF FEBUARY 2025 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

Arthur Apodaca,
Councilor

Thomas Nelson,
Councilor

Matthew Marquez,
Councilor

ATTEST:

Roy Hubbard, Municipal Clerk

**STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND THE
CITY OF RIO COMMUNITIES**

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and the City of Rio Communities (Entity).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work:

Entity shall:

Hire a Wildland Fire Coordinator (Coordinator) who shall coordinate fire management activities in the City of Rio Communities with federal, state, and local government agencies having responsibility for wildland fire management, including the Taos inter-agency dispatch center. Tasks to be performed by the Coordinator under this Agreement shall be as follows:

- A. participate in wildland/urban interface assessment planning;
- B. assist along with EMNRD and other federal, state, and local government agencies, and the public, in coordinating projects in communities at risk areas identified in the City of Rio Communities;
- C. participate in the New Mexico Resource Mobilization Plan (Plan) Coordinating Group's annual meeting. Implement Plan to support wildland fire prevention, mitigation, and response capacity in the State of New Mexico;
- D. assess and document Entity's wildland fire and Incident Command System (ICS) training needs, and coordinate wildland fire and ICS training courses as they become available with EMNRD, for Entity's firefighters. Work with Entity's fire department(s) to ensure firefighters are aware of wildland fire classes available;
- E. implement the National Wildfire Coordinating Group qualifications system for Entity's firefighters. Develop individual qualifications files (including information on courses completed, whether the firefighter meets fitness requirements, etc.) for firefighters who are wildland-qualified to track training, experience, fitness, and qualifications, to be retained by Entity;
- F. apply for grants that provide funding for Entity's fire department(s) to

increase its capability to address wildland/urban interface issues. Document grant opportunities and applications;

G. develop and implement standards for wildland and structural firefighter training to make Entity's firefighters aware of safety issues and improve their performance;

H. develop and implement a plan for recruiting and retaining volunteer firefighters;

I. develop and implement a fire prevention plan to help minimize the number of human-caused fires and help protect wildland/urban interface areas;

J. conduct inspections of federal excess property and provide written inspection reports to EMNRD quarterly;

K. offer basic, advanced, and RT-130 refresher wildland fire trainings; and

L. provide written progress reports to EMNRD on a quarterly basis, with each request for reimbursement that include:

- 1) a list of wildland fire courses and total number of students scheduled, completed, and maintained in the Incident Qualification System (IQS) that quarter;
- 2) names and contact information of homeowners visited and assisted during assessment and implementation of wildland urban interface projects; and
- 3) copies of grant applications submitted.

Entity must provide EMNRD a completed EMNRD – Volunteer Fire Assistance Wildland Coordinator Invoicing and Project Tracking Excel Workbook (Attachment A) at the end of every calendar quarter. If Entity fails to comply with this condition, EMNRD will not reimburse Entity for the Wildland Coordinator tasks rendered under this Agreement. Failure to comply with this condition may limit Entity's ability for future funding.

2. Compensation:

A. EMNRD shall pay Entity for services rendered in an amount not to exceed twenty-four thousand, nine hundred ninety-nine dollars (\$24,999.00) in total, which amount includes New Mexico governmental gross receipts taxes, pursuant to Paragraph B of this Compensation Section. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein. Payment shall not relieve the Entity of any unperformed obligations under the Scope of Work.

The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

C. Entity must submit detailed invoices accounting for all services performed and expenses incurred. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. Entity shall also provide documentation of hours expended on the services provided. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Effective Date: This Agreement becomes effective on the later signature date, when signed by both parties' authorized representatives, in the Signatures Section below.

4. Term: This Agreement shall terminate one year from the Effective Date unless earlier terminated pursuant to the Termination Section, or the Appropriations Section, below.

5. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

6. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and U.S. Department of Agriculture, Forest Service (USFS) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient

appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

7. Status of Entity: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

8. Assignment: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

9. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. 200.317 through 200.327 for procurement of property or services conducted pursuant to this Agreement.

B. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

10. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

11. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

12. Ownership: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

13. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this

Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

14. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

15. Integration: This Agreement 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 this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

16. Procurement Code: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. Equal Opportunity Compliance: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in the Term Section of this Agreement. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, the State Auditor, and USFS. Entity further agrees to include in all subcontracts hereunder the

same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by USFS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives \$1,000,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the \$1,000,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

20. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-27, as amended.

21. Procurement, Utilization, and Disposition of Property: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with USFS regulations governing disposal of property.

22. Severability: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a

specified right by a party shall be effective to waive any other rights.

24. **Notice:** Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate person or position of the other party as specified below. Notice shall be deemed to have been given on:

1. the date sent when sent by email, or
2. the date received when sent by Certified Mail through the United States Postal Service.

	PERSON/POSITION	EMAIL	MAILING ADDRESS
State of New Mexico, Energy, Minerals and Natural Resources Department	General Counsel, EMNRD, Office of the Secretary	N/A, post mail only	1220 South St. Francis Drive, Santa Fe, NM, 87505
City of Rio Communities	Dr. Martin Moore, City Manager	mmoore@riocommunities.net	360 Rio Communities Blvd. Rio Communities, NM 87002
Risk Management Division	Risk Management Division	N/A, post mail only	General Services Department P.O. Drawer 26100 Santa Fe, NM 87502-0110

25. **Authority:** If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

26. **Acknowledgment:** Entity shall acknowledge EMNRD and USFS as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the project.

27. **Minimum Wage Rate:** If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

28. **Compliance with Law and Funding Source Conditions:**

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant

to this Agreement.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

- 1) including qualified MBEs/WBEs on solicitation lists;
- 2) assuring that MBEs/WBEs are solicited once they are identified;
- 3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- 4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- 5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
- 6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

- 1) engage in severe forms of trafficking in persons during this Agreement's term;
- 2) procure a commercial sex act during this Agreement's term; or
- 3) use forced labor in the performance of this Agreement.

D. Compliance with NMSA 1978, Section 66-7-374 Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.317 through 200.327 for procurement of property or services conducted pursuant to this Agreement.

F. In the event this Agreement is funded with federal monies and Entity wishes

to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by USFS.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

H. If the value of this Agreement exceeds \$100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

I. If this Agreement is valued at more than \$150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

29. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, Chapter 52, Article 1 NMSA 1978, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

30. Signatures:

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

CITY OF RIO COMMUNITIES

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title

EMNRD – Volunteer Fire Assistance Wildland Coordinator Invoicing and Project Tracking Excel Workbook

Attachment A

Certificate for Payment	
Invoice Date:	
Invoice Number:	
Fire Department Name:	
Fire Department Representative Name:	
Fiscal Agent Name:	
Fiscal Agent Address:	
SHARE ID:	
Billing Period:	

Time Period	Total Hours	Total Cost
Wages 01/00/1900 - 01/00/1900	0.00	\$0.00
Wages 01/00/1900 - 01/00/1900	0.00	\$0.00
Wages 01/00/1900 - 01/00/1900	0.00	\$0.00
Wages 01/00/1900 - 01/00/1900	0.00	\$0.00
Wages 01/00/1900 - 01/00/1900	0.00	\$0.00
Total Reimbursable Cost:		\$0.00
		Travel Expenses:
		\$0.00
		Match Total:
		\$0.00

I certify that the above information is true and correct and that payment for the services rendered has not been previously approved.

Wildland Coordinator Signature

Fiscal Representative Signature

Print Name and Title

Print Name and Title

Human Resource Coordinator

Job Summary:

The HR Coordinator is responsible for the administrative functions of HR, including tasks like maintaining employee records, managing the recruitment and onboarding process, coordinating training programs, handling employee inquiries, and ensuring compliance with employment laws, essentially acting as the primary point of contact for HR-related matters within a company; requiring strong organizational skills, excellent communication, and a thorough understanding of HR practices.

Key responsibilities of an HR Coordinator:

Recruitment and Onboarding:

- Posting job openings, screening candidates, scheduling interviews, conducting reference checks, managing the onboarding process for new hires, including paperwork and orientation.

Employee Records Management:

- Creating and maintaining accurate employee files, including personal information, employment documents, performance reviews, and leave records.

Payroll:

- Administer and collect documents necessary for payroll.
- Assisting with payroll calculations and ensuring timely payments.

Benefits Administration:

- Explaining employee benefits plans, processing enrollment changes, and answering questions regarding coverage.
- Administer and collect documents necessary for insurance.

Training and Development:

- Coordinating employee training programs, scheduling sessions, and tracking completion.

Performance Management:

- Supporting performance review processes, including gathering feedback and preparing performance documentation.

Compliance Management:

- Staying updated on employment laws, ensuring company policies align with regulations, and managing compliance audits.

Employee Relations:

- Addressing employee concerns, mediating disputes, and maintaining positive employee relations.

HRIS Management:

- Utilizing HR information systems to manage employee data, generate reports, and streamline HR processes.

Communication and Reporting:

- Communicating HR policies and updates to employees, preparing reports on HR metrics, and presenting information to management.

Required Skills/Abilities:

- Excellent verbal and written communication skills.
- Excellent interpersonal and customer service skills.
- Excellent organizational skills and attention to detail.
- Working understanding of human resource principles, practices and procedures.
- Excellent time management skills with a proven ability to meet deadlines.
- Ability to function well in a high-paced and at times stressful environment.
- Proficient with Microsoft Office Suite or related software.

Education and Experience:

- Bachelor's degree in human resources or related fields and/or equivalent experience.
- At least two years' related experience required.

Physical Requirements:

- Prolonged periods of sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at a time.



February 14, 2025

Dr. Martin Moore, Ph.D.
City Manager
360 Rio Communities Blvd
Rio Communities, NM 87002

Re: Veterans Memorial Conceptual Study

Dr. Moore:

Thank you for the opportunity to provide landscape architectural design and consultation for the proposed Rio Communities Veterans Memorial. We understand that the City wishes to study potential locations for the memorial, develop design concepts, and identify rough order of magnitude for development costs. We understand that there may be up to three (3) potential locations for consideration, one in the existing developed park space north of City Hall and the others at potentially undeveloped locations in the community. Pland proposes to visit Rio Communities to discuss the project with the stakeholder group, share examples of previous monuments, and visit the proposed locations. Based on that meeting, Pland will prepare conceptual layouts along with rough order of magnitude for development costs. After review and comment from the City, Pland will prepare a final design concept graphic suitable for fundraising and public display. The goal is to assist Rio Communities with identifying a path forward for future design and implementation of the Veterans Memorial. Per your request, Pland is pleased to offer Rio Communities the following services:

SERVICES TO BE PROVIDED BY PLAND COLLABORATIVE

1. Site Visit and Programming Meeting: Pland will attend an in-person kick-off meeting to meet with project stakeholders to review common veterans memorial considerations and discuss ideas for the Rio Communities memorial. We will also participate in a site visit to the possible locations for the memorial and discuss site development considerations. Pland will document the meeting discussion and site visit findings for inclusion in the final document.
2. Initial Conceptual Design: Based on the Site Visit and Programming Meeting, Pland will prepare concept layouts for the potential sites along with a rough order of magnitude for development costs. Pland will present these options to the stakeholder group in an online meeting for discussion and feedback. The goal of this meeting will be to identify which site is most appropriate and to receive feedback on the conceptual design for this location.
3. Final Concept Design: Based on the feedback received on the initial conceptual designs, Pland will prepare an updated concept for the selected site and along with updated costs. Pland will present the final concept to the City Council and/or stakeholder group at a meeting in Rio Communities.

Pland expects to spend approximately 60 hours on the project. We anticipate the development of 3-4 sheets of analysis, drawings and supporting images. We propose the following fees for the above work, payable upon presentation of a monthly statement as the project progresses:

1.	Site Visit and Programming Meeting	\$1,500.00
2.	Initial Conceptual Design	\$2,234.32

3. Final Conceptual Design	\$3,234.32
<u>Items #1 through #3 above:</u>	\$6,968.64
NMGRT 7.625%	<u>\$ 531.36</u>
Grand Total	\$7,500.00

Please note that this proposal is intended to be a first step to the eventual implementation of a veterans memorial. Additional design services will likely be necessary to complete the design, prepare construction plans, and assist the City with obtaining a qualified contractor for construction.

If the overall scope of work were to change substantially for the project (i.e., by more than 10%), we would appreciate your consideration of a renegotiation of our fee.

If these terms are agreeable to you, please sign a copy of this proposal and email it back to us at rloftis@plandcollab.com. We will be happy to begin our work promptly upon receipt of the signed proposal.

Thank you again for thinking of us for this important project for the City of Rio Communities. We look forward to collaborating with you in the months to come.

PLAND COLLABORATIVE



Robert Loftis, FASLA
Principal Landscape Architect

Acceptable:

Dr. Martin Moore
City Manager
Rio Communities

Date

February 14, 2025

Dr. Martin Moore, Ph.D.
City Manager
360 Rio Communities Blvd
Rio Communities, NM 87002

Re: Park Planning Update

Dr. Moore:

Thank you for the opportunity to provide continued landscape architectural design and consultation for parks development in Rio Communities. We understand that the City wishes to revisit the Parks Master Plan developed by Pland Collaborative in 2021 to determine a location for an initial parks construction project. We understand that the City wishes to study potential locations for the park improvements and to develop further design concepts and identify a rough order of magnitude for development costs. We understand that there may be up to three (3) potential locations for consideration, one near City Hall and the others at potentially undeveloped locations in the community. Pland proposes to visit Rio Communities to discuss the project with the stakeholder group, review the findings of the 2021 report, and visit the proposed locations. Based on that meeting, Pland will prepare conceptual layouts along with identifying a rough order of magnitude for development costs. After review and comment from the City, Pland will prepare a final design concept graphic suitable for fundraising and public display. The goal is to assist Rio Communities with identifying a path forward for future design and implementation of the park improvements. Per your request, Pland is pleased to offer Rio Communities the following services:

SERVICES TO BE PROVIDED BY PLAND COLLABORATIVE

1. Site Visit and Programming Meeting: Pland will attend an in-person kick-off meeting to meet with project stakeholders to review the 2021 report and to discuss ideas for the park improvements. We will also participate in a site visit to the possible locations for the project and discuss site development considerations. Pland will document the meeting discussion and site visit findings for inclusion in the final document.
2. Initial Conceptual Design: Based on the Site Visit and Programming Meeting, Pland will prepare concept layouts for the potential sites along with a rough order of magnitude of development costs. Pland will present these options to the stakeholder group in an online meeting for discussion and feedback. The goal of this meeting will be to identify which site is most appropriate and to receive feedback on the conceptual design for this site.
3. Final Concept Design: Based on the feedback received on the initial conceptual designs, Pland will prepare an updated concept for the selected site and along with updated costs. Pland will present the concept to the City Council and/or stakeholder group at a meeting in Rio Communities.

Pland expects to spend approximately 60 hours on the project. We anticipate the development of 3-4 sheets of analysis, drawings and supporting images. We propose the following fees for the above work, payable upon presentation of a monthly statement as the project progresses:

- | | |
|---------------------------------------|------------|
| 1. Site Visit and Programming Meeting | \$1,500.00 |
|---------------------------------------|------------|

2.	Initial Conceptual Design	\$2,234.32
3.	Final Conceptual Design	\$3,234.32
<u>Items #1 through #3 above:</u>		\$6,968.64
NMGRT 7.625%		<u>\$ 531.36</u>
Grand Total		\$7,500.00

Please note that this proposal is intended to be a first step towards the eventual implementation of the park improvements. Additional design services will likely be necessary to complete the design, prepare construction plans, and assist the City with obtaining a qualified contractor for construction.

If the overall scope of work were to change substantially for the project (i.e., by more than 10%), we would appreciate your consideration of a renegotiation of our fee.

If these terms are agreeable to you, please sign a copy of this proposal and email it back to us at rloftis@plandcollab.com. We will be happy to begin our work promptly upon receipt of the signed proposal.

Thank you again for thinking of us for this important project for the City of Rio Communities. We look forward to collaborating with you in the months to come.

PLAND COLLABORATIVE



Robert Loftis, FASLA
Principal Landscape Architect

Acceptable:

Dr. Martin Moore
City Manager
Rio Communities

Date