



**City of Rio Communities Council Workshop**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday, May 09, 2022 3:00 PM**  
**Agenda**

*Please silence all electronic devices.*

**ATTENTION:** We encourage you to participate in the City Council Regular Business Meeting from the comfort and safety of your own home by entering the following link:

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

**Call to Order**

**Attendees**

**Presentations**

1. PGV - Sam Datta (PGV Advisors) & Frederick Esters (Estech Global, Inc.)

**Agenda Items**

- [2.](#) Accounts payable report
- [3.](#) Approval of FY 2023 Interim Budget
- [4.](#) Resolution 2022 - XX Time Extension and CO-OP Contract Funding to NM DOT
- [5.](#) Approval of Fiscal Year 2022 Audit Contract between the City of Rio Communities and SJT Group LLC (Finance Officer)
- [6.](#) NMDOT Feasibility Project FTP Grant Application
- [7.](#) City Attorney Contract
- [8.](#) Resolution 2022 - XX Dangerous property (Manager/Council)
9. Personnel Policy draft

**Public Comment:** The Council will take public comments in written format. These should be emailed to [admin@riocommunities.net](mailto:admin@riocommunities.net) through 2:00 PM on Monday, May 9, 2022. 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.

*The Council will not take action or engage in discussion regarding the comments made, 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**

- [10.](#) a) Supermarket letter  
b) Economic Development events

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.

## **Council General Discussion & Future Agenda Items**

### **Adjourn**

***Thank you - Joshua Ramsell Mayor of Rio Communities***

**We will be streaming live on Facebook Live @ <https://www.facebook.com/riocommunities>**

***Council may be attending the Public Taskforce meeting held virtual in Rio Communities NM on May 10 starting 6:00 pm, Tour of Clariant, 101 Christine Dr., Belen, NM 87002 on May 13 starting at 1:00 pm, the Economic Development Priorities Meeting held virtual in Rio Communities NM on May 18 starting 6:00 pm and the Soft opening of the New Rio Communities Public Library May 21 1:00 pm – 3:00 pm 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.



Rio Communities, NM

# Accounts Payable Approval Report

By Fund

Item 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 11000 - General Operating Fund</b>					
<b>Department: 1009 - Municipal Court</b>					
Amazon Business	19RJ-JKWV-7FCM	05/02/2022	3 pack metallic meshwastebasket	11000-1009-56040	39.99
Amazon Business	19RJ-JKWV-7FCM	05/02/2022	computer office desk	11000-1009-56040	129.99
Amazon Business	19RJ-JKWV-7FCM	05/02/2022	Free standing 2 drawer filing ca...	11000-1009-56040	203.98
Amazon Business	19RJ-JKWV-7FCM	05/02/2022	I shaped desk w/hutch and shel...	11000-1009-56040	679.98
Pitney Bowes	3315650575	05/05/2022	Postage- City Departments	11000-1009-57080	18.15
<b>Department 1009 - Municipal Court Total:</b>					<b>1,072.09</b>
<b>Department: 2001 - Manager</b>					
Verizon Wireless	9904604481	05/03/2022	Telecommunications-Phones	11000-2001-57160	644.43
<b>Department 2001 - Manager Total:</b>					<b>644.43</b>
<b>Department: 2002 - General Administration</b>					
Maloy Mobile Storage Inc.	0304025-IN	05/02/2022	Mobile storage container, for ...	11000-2002-57140	1,340.58
Sharp Electronics Corporation	9003773373	05/02/2022	Desktop Managerment	11000-2002-55030	225.00
Sharp Electronics Corporation	9003773373	05/02/2022	Detect & Respond Management	11000-2002-55030	60.00
Comcast Business	INV0003192	05/02/2022	Telecommunications	11000-2002-57160	492.09
NM Gas Co	INV0003193	05/02/2022	Natural Gas	11000-2002-57171	442.61
Sharp Electronics Corporation	9003770234	05/03/2022	Voice Over IP Phone System	11000-2002-57160	515.70
NM Water Service Company	INV0003201	05/03/2022	Water	11000-2002-57173	313.75
PNM	INV0003210	05/03/2022	Electricity	11000-2002-57170	465.48
Sandra Schauer	INV0003218	05/04/2022	News Letter City	11000-2002-55999	3,698.79
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	time tracker & clock - Council C...	11000-2002-56020	29.18
Pitney Bowes	3315650575	05/05/2022	Postage- City Departments	11000-2002-57080	48.42
<b>Department 2002 - General Administration Total:</b>					<b>7,631.60</b>
<b>Department: 2004 - Finance/Budget/Accounting</b>					
Stamp Smith Inc.	195419	05/02/2022	Notary Stamp - Renee M. Adams	11000-2004-56020	35.55
Verizon Wireless	9904604481	05/03/2022	Telecommunications - Phones	11000-2004-57160	80.15
Angela Valadez	INV0003219	05/04/2022	Santa Fe Conference	11000-2004-53030	234.40
Pitney Bowes	3315650575	05/05/2022	Postage- City Departments	11000-2004-57080	12.10
Renee Adams	INV0003222	05/05/2022	Santa Fe Conference	11000-2004-53030	153.60
<b>Department 2004 - Finance/Budget/Accounting Total:</b>					<b>515.80</b>
<b>Department: 2008 - Municipal Clerk</b>					
Elizabeth F. Adair	INV0003204	05/03/2022	NMML Clerk Certification Confe...	11000-2008-53030	293.21
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	bluetooth headphones - Cheye...	11000-2008-56020	25.99
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	#10 security envelopes - clerks ...	11000-2008-56020	25.43
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	mesh office organizer for desk - ...	11000-2008-56020	24.99
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	9x12 mailing envelopes - clerks ...	11000-2008-56020	19.79
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	paper clips coated - clerks office	11000-2008-56020	11.96
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	bulk pack of 24 ink pens - clerks...	11000-2008-56020	11.37
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	correction tape pen - clerks offi...	11000-2008-56020	9.83
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	USB to c - Lisa laptop	11000-2008-56020	8.89
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	rechargeable engraving pen - cle...	11000-2008-56020	28.98
Pitney Bowes	3315650575	05/05/2022	Postage- City Departments	11000-2008-57080	26.63
<b>Department 2008 - Municipal Clerk Total:</b>					<b>487.07</b>
<b>Department: 2014 - Economic Development</b>					
UKUU Creative	264	05/03/2022	EDC Social Media & Website Ma..	11000-2014-55999	161.81
<b>Department 2014 - Economic Development Total:</b>					<b>161.81</b>
<b>Department: 3001 - Law Enforcement</b>					
Verizon Wireless	9904604481	05/03/2022	Telecommunications - Phones	11000-3001-57160	41.24
Pitney Bowes	3315650575	05/05/2022	Postage- City Departments	11000-3001-57080	36.31
<b>Department 3001 - Law Enforcement Total:</b>					<b>77.55</b>

## Accounts Payable Approval Report

Item 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 3004 - Animal Control</b>					
Valencia County Fiscal Office	INV0003203	05/03/2022	Animal Control	11000-3004-55999	3,282.30
<b>Department 3004 - Animal Control Total:</b>					<b>3,282.30</b>
<b>Department: 3101 - Emergency Services/Disasters</b>					
Valencia County Fire Dept.	INV0003220	05/04/2022	Hazard Mitigation Plan	11000-3101-55999	354.91
<b>Department 3101 - Emergency Services/Disasters Total:</b>					<b>354.91</b>
<b>Department: 4004 - Library</b>					
Pitney Bowes	3315650575	05/05/2022	Postage- City Departments	11000-4004-57080	15.73
<b>Department 4004 - Library Total:</b>					<b>15.73</b>
<b>Department: 5101 - Public Works</b>					
ULINE, Inc.	147781091	05/02/2022	Equipment,tools and materials	11000-5101-56040	1,944.39
Home Depot	679920041	05/02/2022	Tools For the P.W. Dept.	11000-5101-56040	3,313.17
Home Depot	680825098	05/02/2022	Tools and Equipment	11000-5101-56040	1,044.94
Home Depot	680825189	05/02/2022	Items for Public Works	11000-5101-56030	57.95
Ralph T. Barnes	INV0003196	05/02/2022	Skilled Labor	11000-5101-55999	1,365.00
Woodlands Hardware	008238/1	05/03/2022	Balnknet PO-Supplies	11000-5101-54060	4.50
Woodlands Hardware	008245/1	05/03/2022	Balnknet PO-Supplies	11000-5101-54060	41.12
Woodlands Hardware	008258/1	05/03/2022	Balnknet PO-Supplies	11000-5101-54060	5.76
Woodlands Hardware	008404/1	05/03/2022	Balnknet PO-Supplies	11000-5101-54060	10.20
Verizon Wireless	9904604481	05/03/2022	Telecommunications - Phones	11000-5101-57160	91.99
Woodlands Hardware	INV0003199	05/03/2022	Tools and Materials for PW Dep...	11000-5101-58020	775.31
WEX Bank	INV0003216	05/03/2022	Fuel - Public Works	11000-5101-56120	256.24
Woodlands Hardware	008445/1	05/05/2022	Balnknet PO-Supplies	11000-5101-54060	74.11
ULINE, Inc.	148028201	05/05/2022	Equipment,tools and materials	11000-5101-56040	4,242.29
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	desktop reference system - Gor...	11000-5101-56020	112.84
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	rechargeable d batteries with ch...	11000-5101-56020	39.89
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	rechargeable AA batteries w/ch...	11000-5101-56020	28.99
Amazon Business	1NN4-6HPW-6VX6	05/05/2022	rechargeable d batteries (4 pack..	11000-5101-56020	25.99
El Air Ag Services	29805	05/05/2022	Weed control liquid	11000-5101-54030	188.25
<b>Department 5101 - Public Works Total:</b>					<b>13,622.93</b>
<b>Department: 5104 - Highways and Streets</b>					
Woodlands Hardware	008298/1	05/03/2022	Supplies for Street Lights	11000-5104-54060	56.48
Woodlands Hardware	008299/1	05/03/2022	Supplies for Street Lights	11000-5104-54060	2.09
Woodlands Hardware	008333/1	05/03/2022	Supplies for Street Lights	11000-5104-54060	77.22
Woodlands Hardware	008345/1	05/03/2022	Supplies for Street Lights	11000-5104-54060	27.18
PNM	INV0003205	05/03/2022	Electricity	11000-5104-57170	55.90
PNM	INV0003206	05/03/2022	Electricity	11000-5104-57170	46.23
PNM	INV0003209	05/03/2022	Electricity	11000-5104-57170	132.77
PNM	INV0003211	05/03/2022	Electricity	11000-5104-57170	87.40
PNM	INV0003212	05/03/2022	Electricity	11000-5104-57170	38.32
PNM	INV0003213	05/03/2022	Electricity	11000-5104-57170	90.43
PNM	INV0003214	05/03/2022	Electricity	11000-5104-57170	136.56
<b>Department 5104 - Highways and Streets Total:</b>					<b>750.58</b>
<b>Fund 11000 - General Operating Fund Total:</b>					<b>28,616.80</b>
<b>Fund: 20600 - Emergency Medical Services</b>					
<b>Department: 3003 - Emergency Services/Ambulance</b>					
Wilfred O. Chavez, Pharmacy C...	INV0003198	05/02/2022	Pharmacy Consultant	20600-3003-55030	79.78
Boundtree Medical	84510986	05/05/2022	bound tree med supplies	20600-3003-56070	324.54
<b>Department 3003 - Emergency Services/Ambulance Total:</b>					<b>404.32</b>
<b>Fund 20600 - Emergency Medical Services Total:</b>					<b>404.32</b>
<b>Fund: 20900 - Fire Protection</b>					
<b>Department: 3002 - Fire Protection</b>					
Code 3 Service	220260	05/02/2022	10 new Digital Pagers	20900-3002-58020	5,923.66
TLC Uniforms	247669	05/02/2022	shirts and uniforms	20900-3002-56110	447.53
TLC Uniforms	247946	05/02/2022	shirts and uniforms	20900-3002-56110	2,990.25
Napa Auto Parts	455895	05/02/2022	supplies	20900-3002-54060	69.89
Napa Auto Parts	456539	05/02/2022	supplies	20900-3002-54060	6.29
Century Link	INV0003191	05/02/2022	Fire Substation Phone Charges	20900-3002-57160	70.24



## Accounts Payable Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM Gas Co	INV0003194	05/02/2022	Natural Gas	20900-3002-57171	189.25
Amazon Business	N63W	05/02/2022	Office Supplies - Fire Departme...	20900-3002-56020	173.61
Amazon Business	N63W	05/02/2022	Office Supplies - Fire Departme...	20900-3002-56040	1,897.12
TLC Plumbing & Utility Commer...	SM53956601	05/02/2022	Repair HVAC Units - Fire Depar...	20900-3002-54050	116.51
TLC Plumbing & Utility Commer...	SM53967001	05/02/2022	Repair HVAC Units - Fire Depar...	20900-3002-54050	450.87
TLC Plumbing & Utility Commer...	SM53967801	05/02/2022	Repair HVAC Units - Fire Depar...	20900-3002-54050	818.84
TLC Plumbing & Utility Commer...	SM53967802	05/02/2022	Repair HVAC Units - Fire Depar...	20900-3002-54050	1,895.47
Woodlands Hardware	008336/1	05/03/2022	Blanket PO-Supplies	20900-3002-54060	17.44
Woodlands Hardware	008348/1	05/03/2022	Blanket PO-Supplies	20900-3002-54060	459.99
Woodlands Hardware	008373/1	05/03/2022	Blanket PO-Supplies	20900-3002-54060	160.70
Verizon Wireless	9904604481	05/03/2022	Telecommunications - Phone	20900-3002-57160	2,255.52
NM Water Service Company	INV0003202	05/03/2022	Water	20900-3002-57173	82.02
PNM	INV0003207	05/03/2022	Electricity	20900-3002-57170	882.72
PNM	INV0003208	05/03/2022	Electricity	20900-3002-57170	140.77
WEX Bank	INV0003216	05/03/2022	Fuel - Fire Department	20900-3002-56120	2,561.19
Amazon Business	1J7W-MP73-LLKG	05/05/2022	Office Supplies - Fire Departme...	20900-3002-56020	74.86
Amazon Business	1J7W-MP73-LLKG	05/05/2022	Office Supplies - Fire Departme...	20900-3002-56040	818.04
UniqueFleet, LLC.	20837	05/05/2022	PMs for all units	20900-3002-54040	520.08
UniqueFleet, LLC.	20859	05/05/2022	PMs for all units	20900-3002-54040	598.91
UniqueFleet, LLC.	20867	05/05/2022	PMs for all units	20900-3002-54040	718.84
UniqueFleet, LLC.	20868	05/05/2022	PMs for all units	20900-3002-54040	1,790.95
UniqueFleet, LLC.	20869	05/05/2022	PMs for all units	20900-3002-54040	1,885.95
UniqueFleet, LLC.	20870	05/05/2022	PMs for all units	20900-3002-54040	1,390.99
UniqueFleet, LLC.	20872	05/05/2022	PMs for all units	20900-3002-54040	373.11
UniqueFleet, LLC.	20873	05/05/2022	PMs for all units	20900-3002-54040	2,075.26
UniqueFleet, LLC.	20874	05/05/2022	PMs for all units	20900-3002-54040	1,392.63
Quill	24592603	05/05/2022	Desks - Fire Department	20900-3002-56040	970.99
Quill	24625041	05/05/2022	Desks - Fire Department	20900-3002-56040	1,184.97
Quill	24627208	05/05/2022	Desks - Fire Department	20900-3002-56040	178.99
TLC Uniforms	247598	05/05/2022	shirts and uniforms	20900-3002-56110	445.17
Pitney Bowes	3315650575	05/05/2022	Postage- City Departments	20900-3002-57080	12.10

**Department 3002 - Fire Protection Total:** **36,041.72**

**Fund 20900 - Fire Protection Total:** **36,041.72**

## Fund: 29700 - County EMS GRT

## Department: 2002 - General Administration

Verizon Wireless	9904604481	05/03/2022	Telecommunications - Phone	29700-2002-57160	249.62
WEX Bank	INV0003216	05/03/2022	Fuel - EMS	29700-2002-56120	192.28

**Department 2002 - General Administration Total:** **441.90**

**Fund 29700 - County EMS GRT Total:** **441.90**

## Fund: 30300 - State Legislative Appropriation Project

## Department: 2002 - General Administration

Amazon Business	1319-9RYP-C33H	05/02/2022	Items for Maker Space	30300-2002-56040	99.99
Amazon Business	19RJ-JKWV-4WXV	05/02/2022	Items for Maker Space	30300-2002-56040	4,331.05
Quill	24542244	05/02/2022	Items for Maker Space	30300-2002-58020	129.99
Quill	24554995	05/02/2022	Items for Maker Space	30300-2002-58020	173.95
Quill	24558737	05/02/2022	Items for Maker Space	30300-2002-58020	1,213.99
Sharp Electronics Corporation	13277252	05/03/2022	Smartboard	30300-2002-58020	292.27

**Department 2002 - General Administration Total:** **6,241.24**

**Fund 30300 - State Legislative Appropriation Project Total:** **6,241.24**

## Fund: 39900 - Other Capital Projects

## Department: 2002 - General Administration

Carpet Warehouse, Inc.	009883	05/02/2022	Council Chambers Carpet	39900-2002-58010	1,055.00
Sego Insulation Inc.	22939	05/02/2022	Insulate 1st phase	39900-2002-58010	9,800.00
Home Depot	681675435	05/03/2022	First Phase - City Hall Remodel	39900-2002-58010	845.76

**Department 2002 - General Administration Total:** **11,700.76**

**Fund 39900 - Other Capital Projects Total:** **11,700.76**

**Grand Total:** **83,446.74**

## Report Summary

## Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	28,616.80
20600 - Emergency Medical Services	404.32
20900 - Fire Protection	36,041.72
29700 - County EMS GRT	441.90
30300 - State Legislative Appropriation Project	6,241.24
39900 - Other Capital Projects	11,700.76
<b>Grand Total:</b>	<b>83,446.74</b>

## Account Summary

Account Number	Account Name	Expense Amount
11000-1009-56040	Supplies-Furniture/Fixture...	1,053.94
11000-1009-57080	Postage	18.15
11000-2001-57160	Telecommunications	644.43
11000-2002-55030	Contract - Professional Se...	285.00
11000-2002-55999	Contract - Other Services	3,698.79
11000-2002-56020	Supplies - General Office	29.18
11000-2002-57080	Postage	48.42
11000-2002-57140	Rent of Land/Building	1,340.58
11000-2002-57160	Telecommunications	1,007.79
11000-2002-57170	Utilities - Electricity	465.48
11000-2002-57171	Utilities - Natural Gas	442.61
11000-2002-57173	Utilities - Water	313.75
11000-2004-53030	Travel - Employees	388.00
11000-2004-56020	Supplies - General Office	35.55
11000-2004-57080	Postage	12.10
11000-2004-57160	Telecommunications	80.15
11000-2008-53030	Travel - Employees	293.21
11000-2008-56020	Supplies - General Office	167.23
11000-2008-57080	Postage	26.63
11000-2014-55999	Contract - Other Services	161.81
11000-3001-57080	Postage	36.31
11000-3001-57160	Telecommunications	41.24
11000-3004-55999	Contract - Other Services	3,282.30
11000-3101-55999	Contract - Other Services	354.91
11000-4004-57080	Postage	15.73
11000-5101-54030	Maintenance & Repairs - ...	188.25
11000-5101-54060	Maintenance Supplies	135.69
11000-5101-55999	Contract - Other Services	1,365.00
11000-5101-56020	Supplies - General Office	207.71
11000-5101-56030	Supplies - Field Supplies	57.95
11000-5101-56040	Supplies-Furniture/Fixture...	10,544.79
11000-5101-56120	Supplies - Vehicle Fuel	256.24
11000-5101-57160	Telecommunications	91.99
11000-5101-58020	Equipment & Machinery	775.31
11000-5104-54060	Maintenance Supplies	162.97
11000-5104-57170	Utilities - Electricity	587.61
20600-3003-55030	Contract - Professional Se...	79.78
20600-3003-56070	Supplies - Medical	324.54
20900-3002-54040	Maintenance & Repairs - ...	10,746.72
20900-3002-54050	Maintenance & Repair - F...	3,281.69
20900-3002-54060	Maintenance Supplies	714.31
20900-3002-56020	Supplies - General Office	248.47
20900-3002-56040	Supplies-Furniture/Fixture...	5,050.11
20900-3002-56110	Supplies - Uniforms/Linen	3,882.95
20900-3002-56120	Supplies - Vehicle Fuel	2,561.19
20900-3002-57080	Postage	12.10
20900-3002-57160	Telecommunications	2,325.76

**Account Summary**

Account Number	Account Name	Expense Amount
20900-3002-57170	Utilities - Electricity	1,023.49
20900-3002-57171	Utilities - Natural Gas	189.25
20900-3002-57173	Utilities - Water	82.02
20900-3002-58020	Equipment & Machinery	5,923.66
29700-2002-56120	Supplies - Vehicle Fuel	192.28
29700-2002-57160	Telecommunications	249.62
30300-2002-56040	Supplies-Furniture/Fixture...	4,431.04
30300-2002-58020	Equipment & Machinery	1,810.20
39900-2002-58010	Buildings & Structures	11,700.76
<b>Grand Total:</b>		<b>83,446.74</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	83,446.74
<b>Grand Total:</b>	<b>83,446.74</b>

## Authorization Signatures

### MAYOR & COUNCILORS

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JOSHUA RAMSELL, MAYOR

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MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

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LAWRENCE GORDON, COUNCILOR

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ARTHUR APODACA, COUNCILOR

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JIM WINTERS, COUNCILOR

ATTEST:

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ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK



Rio Communities, NM

Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Item 3.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 11000 - General Operating Fund</b>							
<b>Department: 0001 - No Department</b>							
<a href="#">11000-0001-41100</a>	Franchise Tax	200,000.00	200,000.00	0.00	0.00	-200,000.00	100.00 %
<a href="#">11000-0001-41250</a>	Gross Receipts Tax-Municipal Local O...	303,000.00	303,000.00	0.00	0.00	-303,000.00	100.00 %
<a href="#">11000-0001-41251</a>	Gross Receipts Tax - Municipal Infrast...	21,744.00	21,744.00	0.00	0.00	-21,744.00	100.00 %
<a href="#">11000-0001-41259</a>	Compensating Tax	1,800.00	1,800.00	0.00	0.00	-1,800.00	100.00 %
<a href="#">11000-0001-41260</a>	Interstate Telecom Gross Receipts	300.00	300.00	0.00	0.00	-300.00	100.00 %
<a href="#">11000-0001-41500</a>	Property Tax - Current	244,611.00	244,611.00	0.00	0.00	-244,611.00	100.00 %
<a href="#">11000-0001-41510</a>	Property Tax - Prior Year	7,000.00	7,000.00	0.00	0.00	-7,000.00	100.00 %
<a href="#">11000-0001-42401</a>	GRT Shared - Municipal Equivalent Di...	275,000.00	275,000.00	0.00	0.00	-275,000.00	100.00 %
<a href="#">11000-0001-42600</a>	Motor Vehicle Excise Tax	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
<a href="#">11000-0001-43100</a>	Animal Licenses	500.00	500.00	0.00	0.00	-500.00	100.00 %
<a href="#">11000-0001-43300</a>	Building Permit	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<a href="#">11000-0001-43400</a>	Business Licenses/Registration	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
<a href="#">11000-0001-43800</a>	Zoning Permits	150.00	150.00	0.00	0.00	-150.00	100.00 %
<a href="#">11000-0001-43900</a>	Other Licenses and Permits	6,500.00	6,500.00	0.00	0.00	-6,500.00	100.00 %
<a href="#">11000-0001-44030</a>	Animal Pound Fees	300.00	300.00	0.00	0.00	-300.00	100.00 %
<a href="#">11000-0001-44150</a>	Printing & Copying	100.00	100.00	0.00	0.00	-100.00	100.00 %
<a href="#">11000-0001-44190</a>	Rental Fees	500.00	500.00	0.00	0.00	-500.00	100.00 %
<a href="#">11000-0001-44990</a>	Other Charges for Services	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
Notary Fees	Notary Fees						
<a href="#">11000-0001-45020</a>	Court Fines	1,200.00	1,200.00	0.00	0.00	-1,200.00	100.00 %
<a href="#">11000-0001-45040</a>	Library Fees	150.00	150.00	0.00	0.00	-150.00	100.00 %
<a href="#">11000-0001-46030</a>	Interest Income	1,900.00	1,900.00	0.00	0.00	-1,900.00	100.00 %
<a href="#">11000-0001-47140</a>	Small Cities Assistance (TRD)	200,000.00	200,000.00	0.00	0.00	-200,000.00	100.00 %
<a href="#">11000-0001-47499</a>	Other State Grants	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
<b>Department: 0001 - No Department Total:</b>		<b>1,297,255.00</b>	<b>1,297,255.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,297,255.00</b>	<b>100.00 %</b>
<b>Department: 1001 - Governing Body</b>							
<a href="#">11000-1001-53010</a>	Travel - Elected Officials	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-1001-57050</a>	Employee Training	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-1001-57070</a>	Insurance - General Liability/Property	1,900.00	1,900.00	0.00	0.00	1,900.00	100.00 %
<b>Department: 1001 - Governing Body Total:</b>		<b>2,900.00</b>	<b>2,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,900.00</b>	<b>100.00 %</b>
<b>Department: 1009 - Municipal Court</b>							
<a href="#">11000-1009-51010</a>	Salaries - Elected Officials	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
<a href="#">11000-1009-51030</a>	Salaries - Term Position	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-1009-51040</a>	Salaries - Part-Time Positions	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">11000-1009-52010</a>	FICA - Regular	533.20	533.20	0.00	0.00	533.20	100.00 %
<a href="#">11000-1009-52011</a>	FICA - Medicare	124.70	124.70	0.00	0.00	124.70	100.00 %
<a href="#">11000-1009-52020</a>	Retirement	382.50	382.50	0.00	0.00	382.50	100.00 %
<a href="#">11000-1009-52090</a>	Unemployment Compensation	25.50	25.50	0.00	0.00	25.50	100.00 %
<a href="#">11000-1009-52110</a>	Workers' Compensation Employer's F...	4.60	4.60	0.00	0.00	4.60	100.00 %
<a href="#">11000-1009-52120</a>	Workers' Compensation (Self Insured)	0.26	0.26	0.00	0.00	0.26	100.00 %
<a href="#">11000-1009-53010</a>	Travel - Elected Officials	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">11000-1009-53030</a>	Travel - Employees	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">11000-1009-56010</a>	Software	1,877.40	1,877.40	0.00	0.00	1,877.40	100.00 %
<a href="#">11000-1009-56020</a>	Supplies - General Office	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-1009-56040</a>	Supplies-Furniture/Fixtures/Equipme...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-1009-56090</a>	Supplies - Safety	100.00	100.00	0.00	0.00	100.00	100.00 %
<a href="#">11000-1009-57050</a>	Employee Training	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %

## Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">11000-1009-57071</a>	Surety Bonding	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">11000-1009-57080</a>	Postage	150.00	150.00	0.00	0.00	150.00	100.00 %
<a href="#">11000-1009-57150</a>	Subscriptions & Dues	300.00	300.00	0.00	0.00	300.00	100.00 %
<b>Department: 1009 - Municipal Court Total:</b>		<b>16,398.16</b>	<b>16,398.16</b>	<b>0.00</b>	<b>0.00</b>	<b>16,398.16</b>	<b>100.00 %</b>
<b>Department: 2001 - Manager</b>							
<a href="#">11000-2001-51020</a>	Salaries - Full-Time Positions	138,614.58	138,614.58	0.00	0.00	138,614.58	100.00 %
<a href="#">11000-2001-52010</a>	FICA - Regular	8,594.10	8,594.10	0.00	0.00	8,594.10	100.00 %
<a href="#">11000-2001-52011</a>	FICA - Medicare	2,009.91	2,009.91	0.00	0.00	2,009.91	100.00 %
<a href="#">11000-2001-52020</a>	Retirement	10,604.02	10,604.02	0.00	0.00	10,604.02	100.00 %
<a href="#">11000-2001-52030</a>	Health and Medical Premiums	30,442.56	30,442.56	0.00	0.00	30,442.56	100.00 %
<a href="#">11000-2001-52040</a>	Life Insurance Premiums	106.08	106.08	0.00	0.00	106.08	100.00 %
<a href="#">11000-2001-52050</a>	Dental Insurance Premiums	1,861.44	1,861.44	0.00	0.00	1,861.44	100.00 %
<a href="#">11000-2001-52060</a>	Vision Insurance Medical Premiums	319.68	319.68	0.00	0.00	319.68	100.00 %
<a href="#">11000-2001-52090</a>	Unemployment Compensation	183.48	183.48	0.00	0.00	183.48	100.00 %
<a href="#">11000-2001-52110</a>	Workers' Compensation Employer's F...	18.40	18.40	0.00	0.00	18.40	100.00 %
<a href="#">11000-2001-52120</a>	Workers' Compensation (Self Insured)	7.07	7.07	0.00	0.00	7.07	100.00 %
<a href="#">11000-2001-53030</a>	Travel - Employees	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-2001-56020</a>	Supplies - General Office	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-2001-56040</a>	Supplies-Furniture/Fixtures/Equipme...	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-2001-56120</a>	Supplies - Vehicle Fuel	350.00	350.00	0.00	0.00	350.00	100.00 %
<a href="#">11000-2001-57050</a>	Employee Training	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-2001-57150</a>	Subscriptions & Dues	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">11000-2001-57160</a>	Telecommunications	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<b>Department: 2001 - Manager Total:</b>		<b>198,611.32</b>	<b>198,611.32</b>	<b>0.00</b>	<b>0.00</b>	<b>198,611.32</b>	<b>100.00 %</b>
<b>Department: 2002 - General Administration</b>							
<a href="#">11000-2002-54010</a>	Maintenance & Repairs - Building/Str...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">11000-2002-54050</a>	Maintenance & Repair - Furniture/Fix...	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">11000-2002-54060</a>	Maintenance Supplies	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">11000-2002-55010</a>	Contract - Audit	22,761.62	22,761.62	0.00	0.00	22,761.62	100.00 %
<a href="#">11000-2002-55020</a>	Contract - Attorney Fees	37,800.00	37,800.00	0.00	0.00	37,800.00	100.00 %
<a href="#">11000-2002-55030</a>	Contract - Professional Services	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
\$25,000	Contracted Grant Writer						
<a href="#">11000-2002-55999</a>	Contract - Other Services	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
<a href="#">11000-2002-56010</a>	Software	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">11000-2002-56020</a>	Supplies - General Office	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-2002-56040</a>	Supplies-Furniture/Fixtures/Equipme...	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">11000-2002-56050</a>	Supplies - Janitorial/Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-2002-56999</a>	Supplies - Other	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-2002-57070</a>	Insurance - General Liability/Property	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">11000-2002-57080</a>	Postage	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">11000-2002-57090</a>	Printing/Publishing/Advertising	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<a href="#">11000-2002-57130</a>	Rent of Equipment/Machinery	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">11000-2002-57150</a>	Subscriptions & Dues	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00 %
<a href="#">11000-2002-57160</a>	Telecommunications	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">11000-2002-57170</a>	Utilities - Electricity	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00 %
<a href="#">11000-2002-57171</a>	Utilities - Natural Gas	9,600.00	9,600.00	0.00	0.00	9,600.00	100.00 %
<a href="#">11000-2002-57173</a>	Utilities - Water	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">11000-2002-57800</a>	GRT Administrative Fee	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<b>Department: 2002 - General Administration Total:</b>		<b>239,711.62</b>	<b>239,711.62</b>	<b>0.00</b>	<b>0.00</b>	<b>239,711.62</b>	<b>100.00 %</b>
<b>Department: 2004 - Finance/Budget/Accounting</b>							
<a href="#">11000-2004-51020</a>	Salaries - Full-Time Positions	144,879.41	144,879.41	0.00	0.00	144,879.41	100.00 %
<a href="#">11000-2004-52010</a>	FICA - Regular	8,982.52	8,982.52	0.00	0.00	8,982.52	100.00 %
<a href="#">11000-2004-52011</a>	FICA - Medicare	2,100.75	2,100.75	0.00	0.00	2,100.75	100.00 %
<a href="#">11000-2004-52020</a>	Retirement	11,083.27	11,083.27	0.00	0.00	11,083.27	100.00 %
<a href="#">11000-2004-52030</a>	Health and Medical Premiums	39,727.20	39,727.20	0.00	0.00	39,727.20	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">11000-2004-52040</a>	Life Insurance Premiums	159.12	159.12	0.00	0.00	159.12	100.00 %
<a href="#">11000-2004-52050</a>	Dental Insurance Premiums	2,575.20	2,575.20	0.00	0.00	2,575.20	100.00 %
<a href="#">11000-2004-52060</a>	Vision Insurance Medical Premiums	445.92	445.92	0.00	0.00	445.92	100.00 %
<a href="#">11000-2004-52090</a>	Unemployment Compensation	275.22	275.22	0.00	0.00	275.22	100.00 %
<a href="#">11000-2004-52110</a>	Workers' Compensation Employer's F...	27.60	27.60	0.00	0.00	27.60	100.00 %
<a href="#">11000-2004-52120</a>	Workers' Compensation (Self Insured)	7.39	7.39	0.00	0.00	7.39	100.00 %
<a href="#">11000-2004-53030</a>	Travel - Employees	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-2004-56020</a>	Supplies - General Office	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">11000-2004-56040</a>	Supplies-Furniture/Fixtures/Equipme...	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-2004-57050</a>	Employee Training	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">11000-2004-57071</a>	Surety Bonding	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-2004-57080</a>	Postage	150.00	150.00	0.00	0.00	150.00	100.00 %
<a href="#">11000-2004-57160</a>	Telecommunications	1,080.00	1,080.00	0.00	0.00	1,080.00	100.00 %
<b>Department: 2004 - Finance/Budget/Accounting Total:</b>		<b>217,493.60</b>	<b>217,493.60</b>	<b>0.00</b>	<b>0.00</b>	<b>217,493.60</b>	<b>100.00 %</b>
<b>Department: 2008 - Municipal Clerk</b>							
<a href="#">11000-2008-51020</a>	Salaries - Full-Time Positions	81,028.48	81,028.48	0.00	0.00	81,028.48	100.00 %
<a href="#">11000-2008-51040</a>	Salaries - Part-Time Positions	18,850.00	18,850.00	0.00	0.00	18,850.00	100.00 %
<a href="#">11000-2008-52010</a>	FICA - Regular	6,192.47	6,192.47	0.00	0.00	6,192.47	100.00 %
<a href="#">11000-2008-52011</a>	FICA - Medicare	1,448.24	1,448.24	0.00	0.00	1,448.24	100.00 %
<a href="#">11000-2008-52020</a>	Retirement	7,640.70	7,640.70	0.00	0.00	7,640.70	100.00 %
<a href="#">11000-2008-52030</a>	Health and Medical Premiums	18,821.28	18,821.28	0.00	0.00	18,821.28	100.00 %
<a href="#">11000-2008-52040</a>	Life Insurance Premiums	53.04	53.04	0.00	0.00	53.04	100.00 %
<a href="#">11000-2008-52050</a>	Dental Insurance Premiums	930.72	930.72	0.00	0.00	930.72	100.00 %
<a href="#">11000-2008-52060</a>	Vision Insurance Medical Premiums	159.84	159.84	0.00	0.00	159.84	100.00 %
<a href="#">11000-2008-52090</a>	Unemployment Compensation	275.22	275.22	0.00	0.00	275.22	100.00 %
<a href="#">11000-2008-52110</a>	Workers' Compensation Employer's F...	27.60	27.60	0.00	0.00	27.60	100.00 %
<a href="#">11000-2008-52120</a>	Workers' Compensation (Self Insured)	5.09	5.09	0.00	0.00	5.09	100.00 %
<a href="#">11000-2008-53030</a>	Travel - Employees	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
<a href="#">11000-2008-56020</a>	Supplies - General Office	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">11000-2008-57050</a>	Employee Training	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-2008-57080</a>	Postage	100.00	100.00	0.00	0.00	100.00	100.00 %
<a href="#">11000-2008-57150</a>	Subscriptions & Dues	450.00	450.00	0.00	0.00	450.00	100.00 %
<a href="#">11000-2008-57160</a>	Telecommunications	492.00	492.00	0.00	0.00	492.00	100.00 %
<b>Department: 2008 - Municipal Clerk Total:</b>		<b>141,274.68</b>	<b>141,274.68</b>	<b>0.00</b>	<b>0.00</b>	<b>141,274.68</b>	<b>100.00 %</b>
<b>Department: 2012 - Planning &amp; Zoning</b>							
<a href="#">11000-2012-51030</a>	Salaries - Term Position	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<b>Department: 2012 - Planning &amp; Zoning Total:</b>		<b>3,500.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,500.00</b>	<b>100.00 %</b>
<b>Department: 2014 - Economic Development</b>							
<a href="#">11000-2014-51030</a>	Salaries - Term Position	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">11000-2014-55030</a>	Contract - Professional Services	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
Ralph Mims	\$60,000.00						
Sunny 505	\$10,000.00						
<b>Department: 2014 - Economic Development Total:</b>		<b>72,500.00</b>	<b>72,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,500.00</b>	<b>100.00 %</b>
<b>Department: 3001 - Law Enforcement</b>							
<a href="#">11000-3001-55030</a>	Contract - Professional Services	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00 %
<b>Department: 3001 - Law Enforcement Total:</b>		<b>105,000.00</b>	<b>105,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>105,000.00</b>	<b>100.00 %</b>
<b>Department: 3002 - Fire Protection</b>							
<a href="#">11000-3002-51020</a>	Salaries - Full-Time Positions	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
<a href="#">11000-3002-51050</a>	Salaries - Temporary Positions	62,400.00	62,400.00	0.00	0.00	62,400.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
Code Enforcement Operation	Special Code Enforcement Operation - Stipends for 4 Volunteer Fire Fighters @ \$15/hour for 1040/year each						
<a href="#">11000-3002-52010</a>	FICA - Regular	6,038.80	6,038.80	0.00	0.00	6,038.80	100.00 %

## Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">11000-3002-52011</a>	FICA - Medicare	1,412.30	1,412.30	0.00	0.00	1,412.30	100.00 %
<a href="#">11000-3002-52020</a>	Retirement	4,077.50	4,077.50	0.00	0.00	4,077.50	100.00 %
<a href="#">11000-3002-52090</a>	Unemployment Compensation	91.74	91.74	0.00	0.00	91.74	100.00 %
<a href="#">11000-3002-52120</a>	Workers' Compensation (Self Insured)	1,981.00	1,981.00	0.00	0.00	1,981.00	100.00 %
<b>Department: 3002 - Fire Protection Total:</b>		<b>111,001.34</b>	<b>111,001.34</b>	<b>0.00</b>	<b>0.00</b>	<b>111,001.34</b>	<b>100.00 %</b>
<b>Department: 3004 - Animal Control</b>							
<a href="#">11000-3004-55999</a>	Contract - Other Services	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<b>Department: 3004 - Animal Control Total:</b>		<b>15,000.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>100.00 %</b>
<b>Department: 3005 - Dispatch/E911</b>							
<a href="#">11000-3005-55999</a>	Contract - Other Services	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00 %
<b>Department: 3005 - Dispatch/E911 Total:</b>		<b>31,000.00</b>	<b>31,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>31,000.00</b>	<b>100.00 %</b>
<b>Department: 4003 - Parks &amp; Recreation</b>							
<a href="#">11000-4003-57999</a>	Other Operating Costs	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>		<b>Description</b>					
Youth Program		Youth Program w/ City of Belen					
<b>Department: 4003 - Parks &amp; Recreation Total:</b>		<b>3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>100.00 %</b>
<b>Department: 4004 - Library</b>							
<a href="#">11000-4004-51040</a>	Salaries - Part-Time Positions	18,200.00	18,200.00	0.00	0.00	18,200.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>		<b>Description</b>					
Librarian		1040 hours/year @ \$17.50/hr					
<a href="#">11000-4004-52010</a>	FICA - Regular	1,128.40	1,128.40	0.00	0.00	1,128.40	100.00 %
<a href="#">11000-4004-52011</a>	FICA - Medicare	263.90	263.90	0.00	0.00	263.90	100.00 %
<a href="#">11000-4004-52020</a>	Retirement	1,392.30	1,392.30	0.00	0.00	1,392.30	100.00 %
<a href="#">11000-4004-52090</a>	Unemployment Compensation	60.06	60.06	0.00	0.00	60.06	100.00 %
<a href="#">11000-4004-52110</a>	Workers' Compensation Employer's F...	9.20	9.20	0.00	0.00	9.20	100.00 %
<a href="#">11000-4004-52120</a>	Workers' Compensation (Self Insured)	0.93	0.93	0.00	0.00	0.93	100.00 %
<a href="#">11000-4004-53030</a>	Travel - Employees	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-4004-56010</a>	Software	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">11000-4004-56020</a>	Supplies - General Office	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-4004-57050</a>	Employee Training	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-4004-57080</a>	Postage	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">11000-4004-57150</a>	Subscriptions & Dues	400.00	400.00	0.00	0.00	400.00	100.00 %
<b>Department: 4004 - Library Total:</b>		<b>25,204.79</b>	<b>25,204.79</b>	<b>0.00</b>	<b>0.00</b>	<b>25,204.79</b>	<b>100.00 %</b>
<b>Department: 5101 - Public Works</b>							
<a href="#">11000-5101-51020</a>	Salaries - Full-Time Positions	136,684.60	136,684.60	0.00	0.00	136,684.60	100.00 %
<a href="#">11000-5101-51040</a>	Salaries - Part-Time Positions	5,980.00	5,980.00	0.00	0.00	5,980.00	100.00 %
<a href="#">11000-5101-52010</a>	FICA - Regular	8,845.21	8,845.21	0.00	0.00	8,845.21	100.00 %
<a href="#">11000-5101-52011</a>	FICA - Medicare	2,068.64	2,068.64	0.00	0.00	2,068.64	100.00 %
<a href="#">11000-5101-52020</a>	Retirement	10,913.84	10,913.84	0.00	0.00	10,913.84	100.00 %
<a href="#">11000-5101-52030</a>	Health and Medical Premiums	34,042.56	34,042.56	0.00	0.00	34,042.56	100.00 %
<a href="#">11000-5101-52040</a>	Life Insurance Premiums	159.12	159.12	0.00	0.00	159.12	100.00 %
<a href="#">11000-5101-52050</a>	Dental Insurance Premiums	1,861.44	1,861.44	0.00	0.00	1,861.44	100.00 %
<a href="#">11000-5101-52060</a>	Vision Insurance Medical Premiums	319.68	319.68	0.00	0.00	319.68	100.00 %
<a href="#">11000-5101-52090</a>	Unemployment Compensation	335.35	335.35	0.00	0.00	335.35	100.00 %
<a href="#">11000-5101-52110</a>	Workers' Compensation Employer's F...	36.80	36.80	0.00	0.00	36.80	100.00 %
<a href="#">11000-5101-52120</a>	Workers' Compensation (Self Insured)	5,538.34	5,538.34	0.00	0.00	5,538.34	100.00 %
<a href="#">11000-5101-54040</a>	Maintenance & Repairs - Vehicles	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">11000-5101-55999</a>	Contract - Other Services	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">11000-5101-56030</a>	Supplies - Field Supplies	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">11000-5101-56040</a>	Supplies-Furniture/Fixtures/Equipme...	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">11000-5101-56110</a>	Supplies - Uniforms/Linen	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-5101-56120</a>	Supplies - Vehicle Fuel	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">11000-5101-56122</a>	Supplies - Vehicle Tires	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %



## Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">11000-5101-56999</a>	Supplies - Other	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">11000-5101-57070</a>	Insurance - General Liability/Property	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<a href="#">11000-5101-57130</a>	Rent of Equipment/Machinery	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">11000-5101-57160</a>	Telecommunications	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<b>Department: 5101 - Public Works Total:</b>		<b>226,285.58</b>	<b>226,285.58</b>	<b>0.00</b>	<b>0.00</b>	<b>226,285.58</b>	<b>100.00 %</b>
<b>Department: 5104 - Highways and Streets</b>							
<a href="#">11000-5104-57170</a>	Utilities - Electricity	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
<b>Department: 5104 - Highways and Streets Total:</b>		<b>12,000.00</b>	<b>12,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,000.00</b>	<b>100.00 %</b>
<b>Department: 9999 - Transfers</b>							
<a href="#">11000-9999-61200</a>	Transfers Out	230,000.00	230,000.00	0.00	0.00	230,000.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
Annexation	\$80,000.00						
City Hall Improvements	\$50,000.00						
Engineering and/or Architectual (On-Call Projects)	\$100,000.00						
<b>Department: 9999 - Transfers Total:</b>		<b>230,000.00</b>	<b>230,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>230,000.00</b>	<b>100.00 %</b>
<b>Fund: 11000 - General Operating Fund Surplus (Deficit):</b>		<b>-353,626.09</b>	<b>-353,626.09</b>	<b>0.00</b>	<b>0.00</b>	<b>353,626.09</b>	<b>100.00 %</b>

**Budget Report**

For Fiscal: 2022-2023 Period Ending Item 3. 3

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 20100 - Corrections</b>						
<b>Department: 0001 - No Department</b>						
<a href="#">20100-0001-45010</a> Correction Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<b>Department: 0001 - No Department Total:</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,000.00</b>	<b>100.00 %</b>
<b>Department: 8003 - General Corrections</b>						
<a href="#">20100-8003-57010</a> Care of Prisoners	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<b>Department: 8003 - General Corrections Total:</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>100.00 %</b>
<b>Fund: 20100 - Corrections Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 20200 - Environmental</b>						
<b>Department: 0001 - No Department</b>						
<a href="#">20200-0001-41253</a> Gross Receipts Tax - Municipal Enviro...	10,860.00	10,860.00	0.00	0.00	-10,860.00	100.00 %
<b>Department: 0001 - No Department Total:</b>	<b>10,860.00</b>	<b>10,860.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-10,860.00</b>	<b>100.00 %</b>
<b>Department: 5009 - Environmental</b>						
<a href="#">20200-5009-55999</a> Contract - Other Services	10,860.00	10,860.00	0.00	0.00	10,860.00	100.00 %
<b>Department: 5009 - Environmental Total:</b>	<b>10,860.00</b>	<b>10,860.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,860.00</b>	<b>100.00 %</b>
<b>Fund: 20200 - Environmental Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

## Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 20900 - Fire Protection</b>							
<b>Department: 0001 - No Department</b>							
<a href="#">20900-0001-47100</a>	State - Fire Marshall Allotment	283,245.00	283,245.00	0.00	0.00	-283,245.00	100.00 %
<b>Department: 0001 - No Department Total:</b>		<b>283,245.00</b>	<b>283,245.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-283,245.00</b>	<b>100.00 %</b>
<b>Department: 3002 - Fire Protection</b>							
<a href="#">20900-3002-53030</a>	Travel - Employees	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">20900-3002-54010</a>	Maintenance & Repairs - Building/Str...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">20900-3002-54020</a>	Maintenance & Repairs - Contracts	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">20900-3002-54040</a>	Maintenance & Repairs - Vehicles	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">20900-3002-54050</a>	Maintenance & Repair - Furniture/Fix...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">20900-3002-54060</a>	Maintenance Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">20900-3002-55030</a>	Contract - Professional Services	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">20900-3002-55999</a>	Contract - Other Services	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">20900-3002-56010</a>	Software	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">20900-3002-56020</a>	Supplies - General Office	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">20900-3002-56030</a>	Supplies - Field Supplies	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">20900-3002-56040</a>	Supplies-Furniture/Fixtures/Equipme...	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">20900-3002-56070</a>	Supplies - Medical	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">20900-3002-56110</a>	Supplies - Uniforms/Linen	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">20900-3002-56120</a>	Supplies - Vehicle Fuel	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">20900-3002-56121</a>	Supplies - Vehicle Lubricants/Anti-Fre...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">20900-3002-56122</a>	Supplies - Vehicle Tires	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">20900-3002-56999</a>	Supplies - Other	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">20900-3002-57070</a>	Insurance - General Liability/Property	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
<a href="#">20900-3002-57080</a>	Postage	50.00	50.00	0.00	0.00	50.00	100.00 %
<a href="#">20900-3002-57090</a>	Printing/Publishing/Advertising	150.00	150.00	0.00	0.00	150.00	100.00 %
<a href="#">20900-3002-57130</a>	Rent of Equipment/Machinery	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
<a href="#">20900-3002-57160</a>	Telecommunications	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
<a href="#">20900-3002-57170</a>	Utilities - Electricity	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
<a href="#">20900-3002-57171</a>	Utilities - Natural Gas	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<a href="#">20900-3002-57172</a>	Utilities - Propane/Butane	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">20900-3002-57173</a>	Utilities - Water	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">20900-3002-58020</a>	Equipment & Machinery	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">20900-3002-58080</a>	Vehicles	31,786.04	31,786.04	0.00	0.00	31,786.04	100.00 %
<b>Department: 3002 - Fire Protection Total:</b>		<b>252,986.04</b>	<b>252,986.04</b>	<b>0.00</b>	<b>0.00</b>	<b>252,986.04</b>	<b>100.00 %</b>
<b>Department: 9999 - Transfers</b>							
<a href="#">20900-9999-61200</a>	Transfers Out	30,258.96	30,258.96	0.00	0.00	30,258.96	100.00 %
<b>Department: 9999 - Transfers Total:</b>		<b>30,258.96</b>	<b>30,258.96</b>	<b>0.00</b>	<b>0.00</b>	<b>30,258.96</b>	<b>100.00 %</b>
<b>Fund: 20900 - Fire Protection Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

## Budget Report

For Fiscal: 2022-2023 Period Ending 

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 21100 - Law Enforcement Protection						
Department: 0001 - No Department						
<a href="#">21100-0001-47110</a> State - Law Enforcement Protection (...)	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
Department: 0001 - No Department Total:	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
Department: 3001 - Law Enforcement						
<a href="#">21100-3001-55030</a> Contract - Professional Services	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
Department: 3001 - Law Enforcement Total:	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
Fund: 21100 - Law Enforcement Protection Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

**Budget Report**

For Fiscal: 2022-2023 Period Ending Item 3. 3

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 21600 - Municipal Street</b>						
<b>Department: 0001 - No Department</b>						
<a href="#">21600-0001-42300</a> Gas Tax for General Purposes	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
<b>Department: 0001 - No Department Total:</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-18,000.00</b>	<b>100.00 %</b>
<b>Department: 5002 - Municipal Streets</b>						
<a href="#">21600-5002-54030</a> Maintenance & Repairs - Grounds/Ro...	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
<b>Department: 5002 - Municipal Streets Total:</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>100.00 %</b>
<b>Fund: 21600 - Municipal Street Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

## Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 26000 - American Rescue Plan Act</b>							
<b>Department: 0001 - No Department</b>							
<a href="#">26000-0001-47700</a>	Federal - American Rescue Plan	561,096.50	561,096.50	0.00	0.00	-561,096.50	100.00 %
<b>Department: 0001 - No Department Total:</b>		<b>561,096.50</b>	<b>561,096.50</b>	<b>0.00</b>	<b>0.00</b>	<b>-561,096.50</b>	<b>100.00 %</b>
<b>Department: 2002 - General Administration</b>							
<a href="#">26000-2002-55030</a>	Contract - Professional Services	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
<a href="#">26000-2002-56090</a>	Supplies - Safety	61,096.50	61,096.50	0.00	0.00	61,096.50	100.00 %
<a href="#">26000-2002-58020</a>	Equipment & Machinery	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">26000-2002-58040</a>	Infrastructure	761,096.50	761,096.50	0.00	0.00	761,096.50	100.00 %
<b>Department: 2002 - General Administration Total:</b>		<b>1,122,193.00</b>	<b>1,122,193.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,122,193.00</b>	<b>100.00 %</b>
<b>Fund: 26000 - American Rescue Plan Act Surplus (Deficit):</b>		<b>-561,096.50</b>	<b>-561,096.50</b>	<b>0.00</b>	<b>0.00</b>	<b>561,096.50</b>	<b>100.00 %</b>

Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 29500 - Bill Brown - Parks &amp; Rec/Public Works Donation</b>							
<b>Department: 2002 - General Administration</b>							
<a href="#">29500-2002-55030</a>	Contract - Professional Services	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
<a href="#">29500-2002-58020</a>	Equipment & Machinery	71,412.52	71,412.52	0.00	0.00	71,412.52	100.00 %
<a href="#">29500-2002-58050</a>	Land Acquisition	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<b>Department: 2002 - General Administration Total:</b>		<b>181,412.52</b>	<b>181,412.52</b>	<b>0.00</b>	<b>0.00</b>	<b>181,412.52</b>	<b>100.00 %</b>
<b>Fund: 29500 - Bill Brown - Parks &amp; Rec/Public Works Donation Total:</b>		<b>181,412.52</b>	<b>181,412.52</b>	<b>0.00</b>	<b>0.00</b>	<b>181,412.52</b>	<b>100.00 %</b>



## Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 29600 - County Fire Excise GRT</b>						
<b>Department: 0001 - No Department</b>						
<a href="#">29600-0001-47800</a> Local - Grants from Counties to Munic...	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
<b>Department: 0001 - No Department Total:</b>	<b>45,000.00</b>	<b>45,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-45,000.00</b>	<b>100.00 %</b>
<b>Department: 3002 - Fire Protection</b>						
<a href="#">29600-3002-51030</a> Salaries - Term Position	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<a href="#">29600-3002-52010</a> FICA - Regular	1,875.00	1,875.00	0.00	0.00	1,875.00	100.00 %
<a href="#">29600-3002-52011</a> FICA - Medicare	435.00	435.00	0.00	0.00	435.00	100.00 %
<b>Department: 3002 - Fire Protection Total:</b>	<b>32,310.00</b>	<b>32,310.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,310.00</b>	<b>100.00 %</b>
<b>Fund: 29600 - County Fire Excise GRT Surplus (Deficit):</b>	<b>12,690.00</b>	<b>12,690.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-12,690.00</b>	<b>100.00 %</b>

## Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 29700 - County EMS GRT</b>							
<b>Department: 0001 - No Department</b>							
<a href="#">29700-0001-47800</a>	Local - Grants from Counties to Munic...	155,000.00	155,000.00	0.00	0.00	-155,000.00	100.00 %
<b>Department: 0001 - No Department Total:</b>		<b>155,000.00</b>	<b>155,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-155,000.00</b>	<b>100.00 %</b>
<b>Department: 2002 - General Administration</b>							
<a href="#">29700-2002-51020</a>	Salaries - Full-Time Positions	120,380.00	120,380.00	0.00	0.00	120,380.00	100.00 %
<a href="#">29700-2002-52010</a>	FICA - Regular	7,463.56	7,463.56	0.00	0.00	7,463.56	100.00 %
<a href="#">29700-2002-52011</a>	FICA - Medicare	1,745.51	1,745.51	0.00	0.00	1,745.51	100.00 %
<a href="#">29700-2002-52020</a>	Retirement	14,024.27	14,024.27	0.00	0.00	14,024.27	100.00 %
<a href="#">29700-2002-52030</a>	Health and Medical Premiums	29,664.00	29,664.00	0.00	0.00	29,664.00	100.00 %
<a href="#">29700-2002-52040</a>	Life Insurance Premiums	159.12	159.12	0.00	0.00	159.12	100.00 %
<a href="#">29700-2002-52050</a>	Dental Insurance Premiums	1,737.84	1,737.84	0.00	0.00	1,737.84	100.00 %
<a href="#">29700-2002-52060</a>	Vision Insurance Medical Premiums	310.08	310.08	0.00	0.00	310.08	100.00 %
<a href="#">29700-2002-52090</a>	Unemployment Compensation	275.22	275.22	0.00	0.00	275.22	100.00 %
<a href="#">29700-2002-52110</a>	Workers' Compensation Employer's F...	18.40	18.40	0.00	0.00	18.40	100.00 %
<a href="#">29700-2002-52120</a>	Workers' Compensation (Self Insured)	6,813.51	6,813.51	0.00	0.00	6,813.51	100.00 %
<a href="#">29700-2002-55999</a>	Contract - Other Services	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">29700-2002-56010</a>	Software	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">29700-2002-56070</a>	Supplies - Medical	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">29700-2002-56090</a>	Supplies - Safety	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">29700-2002-56100</a>	Supplies - Training	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">29700-2002-56110</a>	Supplies - Uniforms/Linen	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">29700-2002-56120</a>	Supplies - Vehicle Fuel	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">29700-2002-56122</a>	Supplies - Vehicle Tires	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">29700-2002-57070</a>	Insurance - General Liability/Property	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">29700-2002-57160</a>	Telecommunications	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<b>Department: 2002 - General Administration Total:</b>		<b>204,091.51</b>	<b>204,091.51</b>	<b>0.00</b>	<b>0.00</b>	<b>204,091.51</b>	<b>100.00 %</b>
<b>Fund: 29700 - County EMS GRT Surplus (Deficit):</b>		<b>-49,091.51</b>	<b>-49,091.51</b>	<b>0.00</b>	<b>0.00</b>	<b>49,091.51</b>	<b>100.00 %</b>

## Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 30300 - State Legislative Appropriation Project</b>							
<b>Department: 0001 - No Department</b>							
<a href="#">30300-0001-47300</a>	State Legislative Appropriations	1,750,000.00	1,750,000.00	0.00	0.00	-1,750,000.00	100.00 %
<b>Department: 0001 - No Department Total:</b>		<b>1,750,000.00</b>	<b>1,750,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,750,000.00</b>	<b>100.00 %</b>
<b>Department: 2002 - General Administration</b>							
<a href="#">30300-2002-55030</a>	Contract - Professional Services	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
<a href="#">30300-2002-58010</a>	Buildings & Structures	600,000.00	600,000.00	0.00	0.00	600,000.00	100.00 %
<a href="#">30300-2002-58020</a>	Equipment & Machinery	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">30300-2002-58040</a>	Infrastructure	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
<a href="#">30300-2002-58999</a>	Other Capital Purchases	350,000.00	350,000.00	0.00	0.00	350,000.00	100.00 %
<b>Department: 2002 - General Administration Total:</b>		<b>1,750,000.00</b>	<b>1,750,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,750,000.00</b>	<b>100.00 %</b>
<b>Fund: 30300 - State Legislative Appropriation Project Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

Budget Report

For Fiscal: 2022-2023 Period Ending Item 3. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 39900 - Other Capital Projects</b>							
<b>Department: 2002 - General Administration</b>							
<a href="#">39900-2002-55030</a>	Contract - Professional Services	180,000.00	180,000.00	0.00	0.00	180,000.00	100.00 %
<a href="#">39900-2002-58010</a>	Buildings & Structures	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<b>Department: 2002 - General Administration Total:</b>		<b>230,000.00</b>	<b>230,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>230,000.00</b>	<b>100.00 %</b>
<b>Department: 9999 - Transfers</b>							
<a href="#">39900-9999-61100</a>	Transfers In	-230,000.00	-230,000.00	0.00	0.00	-230,000.00	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
Annexation	\$80,000.00						
City Hall Improvements	\$50,000.00						
Engineering & Architectual (On-Call Projects)	\$100,000.00						
<b>Department: 9999 - Transfers Total:</b>		<b>-230,000.00</b>	<b>-230,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-230,000.00</b>	<b>100.00 %</b>
<b>Fund: 39900 - Other Capital Projects Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

## Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 40401 - NMFA Loan Debt Service - PPRF-5599</b>							
<b>Department: 0001 - No Department</b>							
<a href="#">40401-0001-46030</a>	Interest Income	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<b>Department: 0001 - No Department Total:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,000.00</b>	<b>100.00 %</b>
<b>Department: 2002 - General Administration</b>							
<a href="#">40401-2002-59010</a>	Debt Service - Principal Payments	29,263.00	29,263.00	0.00	0.00	29,263.00	100.00 %
<a href="#">40401-2002-59020</a>	Debt Service - Interest Payments	995.96	995.96	0.00	0.00	995.96	100.00 %
<b>Department: 2002 - General Administration Total:</b>		<b>30,258.96</b>	<b>30,258.96</b>	<b>0.00</b>	<b>0.00</b>	<b>30,258.96</b>	<b>100.00 %</b>
<b>Department: 9999 - Transfers</b>							
<a href="#">40401-9999-61100</a>	Transfers In	-30,258.96	-30,258.96	0.00	0.00	-30,258.96	100.00 %
<b>Budget Notes</b>							
<b>Subject</b>	<b>Description</b>						
Fire Truck Payment	Fire Truck Payment						
<b>Department: 9999 - Transfers Total:</b>		<b>-30,258.96</b>	<b>-30,258.96</b>	<b>0.00</b>	<b>0.00</b>	<b>-30,258.96</b>	<b>100.00 %</b>
<b>Fund: 40401 - NMFA Loan Debt Service - PPRF-5599 Surplus (Deficit):</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,000.00</b>	<b>100.00 %</b>
<b>Report Surplus (Deficit):</b>		<b>-1,131,536.62</b>	<b>-1,131,536.62</b>	<b>0.00</b>	<b>0.00</b>	<b>1,131,536.62</b>	<b>100.00 %</b>

## Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 11000 - General Operating Fund</b>						
0001 - No Department	1,297,255.00	1,297,255.00	0.00	0.00	-1,297,255.00	100.00 %
1001 - Governing Body	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00 %
1009 - Municipal Court	16,398.16	16,398.16	0.00	0.00	16,398.16	100.00 %
2001 - Manager	198,611.32	198,611.32	0.00	0.00	198,611.32	100.00 %
2002 - General Administration	239,711.62	239,711.62	0.00	0.00	239,711.62	100.00 %
2004 - Finance/Budget/Accounting	217,493.60	217,493.60	0.00	0.00	217,493.60	100.00 %
2008 - Municipal Clerk	141,274.68	141,274.68	0.00	0.00	141,274.68	100.00 %
2012 - Planning & Zoning	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
2014 - Economic Development	72,500.00	72,500.00	0.00	0.00	72,500.00	100.00 %
3001 - Law Enforcement	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00 %
3002 - Fire Protection	111,001.34	111,001.34	0.00	0.00	111,001.34	100.00 %
3004 - Animal Control	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
3005 - Dispatch/E911	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00 %
4003 - Parks & Recreation	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
4004 - Library	25,204.79	25,204.79	0.00	0.00	25,204.79	100.00 %
5101 - Public Works	226,285.58	226,285.58	0.00	0.00	226,285.58	100.00 %
5104 - Highways and Streets	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
9999 - Transfers	230,000.00	230,000.00	0.00	0.00	230,000.00	100.00 %
<b>Fund: 11000 - General Operating Fund Surplus (Deficit):</b>	<b>-353,626.09</b>	<b>-353,626.09</b>	<b>0.00</b>	<b>0.00</b>	<b>353,626.09</b>	<b>100.00 %</b>

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 20100 - Corrections</b>						
0001 - No Department	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
8003 - General Corrections	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<b>Fund: 20100 - Corrections Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

**Budget Report**

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 20200 - Environmental</b>						
0001 - No Department	10,860.00	10,860.00	0.00	0.00	-10,860.00	100.00 %
5009 - Environmental	10,860.00	10,860.00	0.00	0.00	10,860.00	100.00 %
<b>Fund: 20200 - Environmental Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>



# Budget Report

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 20900 - Fire Protection</b>						
0001 - No Department	283,245.00	283,245.00	0.00	0.00	-283,245.00	100.00 %
3002 - Fire Protection	252,986.04	252,986.04	0.00	0.00	252,986.04	100.00 %
9999 - Transfers	30,258.96	30,258.96	0.00	0.00	30,258.96	100.00 %
<b>Fund: 20900 - Fire Protection Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

**Budget Report**

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 21100 - Law Enforcement Protection</b>						
0001 - No Department	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
3001 - Law Enforcement	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
<b>Fund: 21100 - Law Enforcement Protection Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 21600 - Municipal Street</b>						
0001 - No Department	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
5002 - Municipal Streets	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
<b>Fund: 21600 - Municipal Street Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

**Budget Report**

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 26000 - American Rescue Plan Act</b>						
0001 - No Department	561,096.50	561,096.50	0.00	0.00	-561,096.50	100.00 %
2002 - General Administration	1,122,193.00	1,122,193.00	0.00	0.00	1,122,193.00	100.00 %
<b>Fund: 26000 - American Rescue Plan Act Surplus (Deficit):</b>	<b>-561,096.50</b>	<b>-561,096.50</b>	<b>0.00</b>	<b>0.00</b>	<b>561,096.50</b>	<b>100.00 %</b>

**Budget Report**

For Fiscal: 2022-2023 Period Ending Item 3. 3

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 29500 - Bill Brown - Parks &amp; Rec/Public Works Donation</b>						
2002 - General Administration	181,412.52	181,412.52	0.00	0.00	181,412.52	100.00 %
<b>Fund: 29500 - Bill Brown - Parks &amp; Rec/Public Works Donation Total:</b>	<b>181,412.52</b>	<b>181,412.52</b>	<b>0.00</b>	<b>0.00</b>	<b>181,412.52</b>	<b>100.00 %</b>

**Budget Report**

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 29600 - County Fire Excise GRT</b>						
0001 - No Department	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
3002 - Fire Protection	32,310.00	32,310.00	0.00	0.00	32,310.00	100.00 %
<b>Fund: 29600 - County Fire Excise GRT Surplus (Deficit):</b>	<b>12,690.00</b>	<b>12,690.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-12,690.00</b>	<b>100.00 %</b>

**Budget Report**

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 29700 - County EMS GRT</b>						
0001 - No Department	155,000.00	155,000.00	0.00	0.00	-155,000.00	100.00 %
2002 - General Administration	204,091.51	204,091.51	0.00	0.00	204,091.51	100.00 %
<b>Fund: 29700 - County EMS GRT Surplus (Deficit):</b>	<b>-49,091.51</b>	<b>-49,091.51</b>	<b>0.00</b>	<b>0.00</b>	<b>49,091.51</b>	<b>100.00 %</b>

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 30300 - State Legislative Appropriation Project</b>						
0001 - No Department	1,750,000.00	1,750,000.00	0.00	0.00	-1,750,000.00	100.00 %
2002 - General Administration	1,750,000.00	1,750,000.00	0.00	0.00	1,750,000.00	100.00 %
<b>Fund: 30300 - State Legislative Appropriation Project Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>



**Budget Report**

For Fiscal: 2022-2023 Period Ending Item 3. 3

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 39900 - Other Capital Projects</b>						
2002 - General Administration	230,000.00	230,000.00	0.00	0.00	230,000.00	100.00 %
9999 - Transfers	-230,000.00	-230,000.00	0.00	0.00	-230,000.00	100.00 %
<b>Fund: 39900 - Other Capital Projects Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>

**Budget Report**

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 40401 - NMFA Loan Debt Service - PPRF-5599</b>						
0001 - No Department	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
2002 - General Administration	30,258.96	30,258.96	0.00	0.00	30,258.96	100.00 %
9999 - Transfers	-30,258.96	-30,258.96	0.00	0.00	-30,258.96	100.00 %
<b>Fund: 40401 - NMFA Loan Debt Service - PPRF-5599 Surplus (Deficit):</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,000.00</b>	<b>100.00 %</b>
<b>Report Surplus (Deficit):</b>	<b>-1,131,536.62</b>	<b>-1,131,536.62</b>	<b>0.00</b>	<b>0.00</b>	<b>1,131,536.62</b>	<b>100.00 %</b>

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>
11000 - General Operating Fund	-353,626.09	-353,626.09	0.00	0.00	353,626.09
20100 - Corrections	0.00	0.00	0.00	0.00	0.00
20200 - Environmental	0.00	0.00	0.00	0.00	0.00
20900 - Fire Protection	0.00	0.00	0.00	0.00	0.00
21100 - Law Enforcement Protection	0.00	0.00	0.00	0.00	0.00
21600 - Municipal Street	0.00	0.00	0.00	0.00	0.00
26000 - American Rescue Plan Act	-561,096.50	-561,096.50	0.00	0.00	561,096.50
29500 - Bill Brown - Parks & Rec/Pul	-181,412.52	-181,412.52	0.00	0.00	181,412.52
29600 - County Fire Excise GRT	12,690.00	12,690.00	0.00	0.00	-12,690.00
29700 - County EMS GRT	-49,091.51	-49,091.51	0.00	0.00	49,091.51
30300 - State Legislative Appropriat	0.00	0.00	0.00	0.00	0.00
39900 - Other Capital Projects	0.00	0.00	0.00	0.00	0.00
40401 - NMFA Loan Debt Service - P	1,000.00	1,000.00	0.00	0.00	-1,000.00
<b>Report Surplus (Deficit):</b>	<b>-1,131,536.62</b>	<b>-1,131,536.62</b>	<b>0.00</b>	<b>0.00</b>	<b>1,131,536.62</b>



# CITY OF RIO COMMUNITIES

FISCAL YEAR 2022-2023 PRELIMINARY BUDGET

# ELECTED OFFICIALS



JOSHUA RAMSELL - MAYOR

MARGARET GUTJAHR – MAYOR PRO-TEMPORE/COUNCILOR

ARTHUR APODACA– COUNCILOR

LAWRENCE GORDON– COUNCILOR

JIMMIE WINTERS – COUNCILOR

HOLLY NOELLE CHAVEZ – MUNICIPAL JUDGE

# ADMINISTRATIVE STAFF



MARTIN D. MOORE, Ph.D. – CITY  
MANAGER

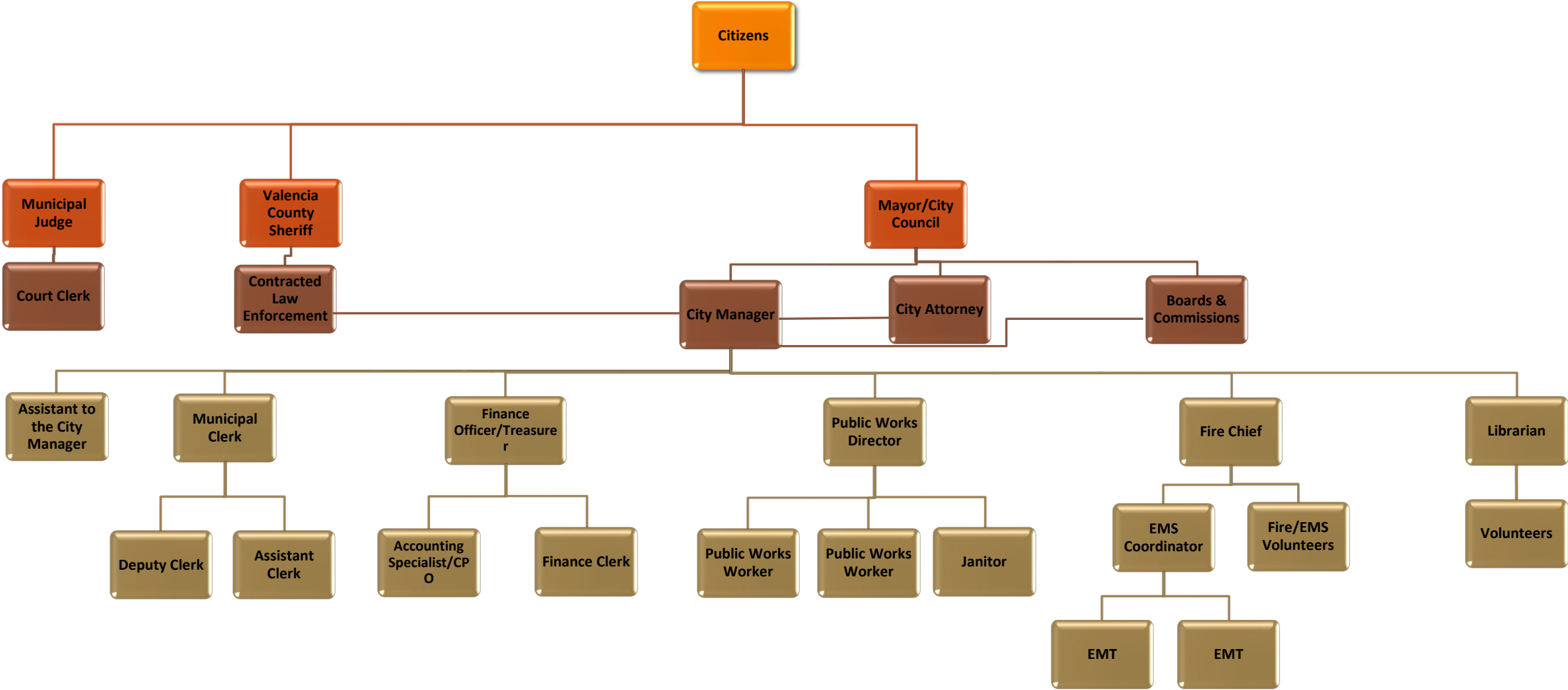
ELIZABETH “LISA” ADAIR –  
MUNICIPAL CLERK

STEPHANIE E. FINCH – FINANCE  
OFFICER/TREASURER

GORDON REEVES – PUBLIC WORKS  
DIRECTOR

# CITY ORGANIZATIONAL CHART

Item 3.



# DEPARTMENTAL/FUND RELATIONSHIP

Item 3.

General Governmental	Administrative Services	Public Works	Public Safety
City Council	Finance	Public Works Admin.	Code Enforcement
City Manager	Department of Admin.	City Facilities	Police
Legal	City Clerk	Maintenance	Fire
Contingency	Personnel	Street Maintenance	
Community Development	Elections	Public Works Yard	
Economic Development	Information Systems	Storm Water	
Planning & Zoning		Street Cleaning	



# SERVICES CURRENTLY PROVIDED TO PUBLIC WITH GROSS RECEIPTS TAX & PROPERTY TAX

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- \* Office for public to receive permits and licenses
- \* Municipal Court
- \* Administration Office
- \* Law Enforcement
- \* Fire Protection
- \* Code Enforcement
- \* Economic Development
- \* Planning & Zoning
- \* Public Library
- \* Animal Protection
- \* 911 Dispatch
- \* Public Works – Street Maintenance & Repair, Trash Clean-Up, Maintenance of City Buildings, Street Lighting

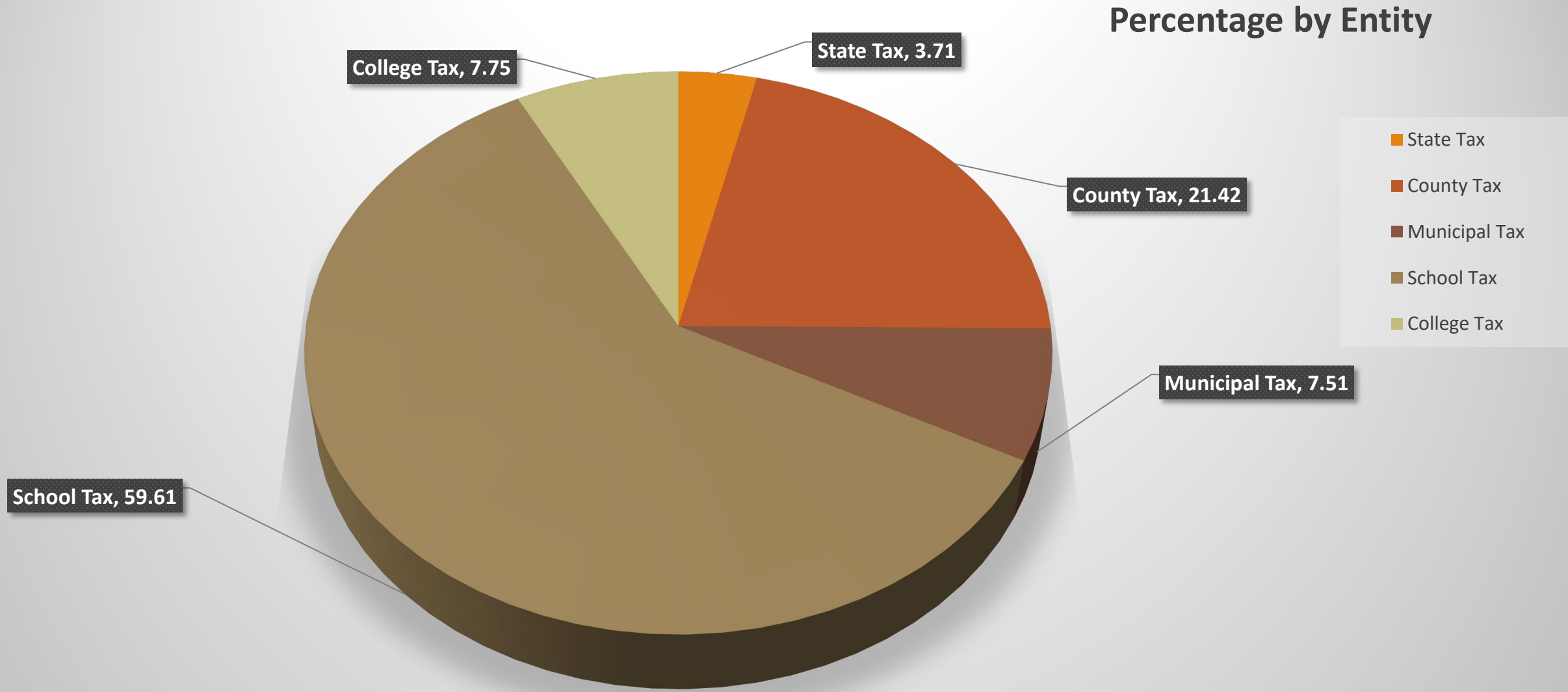
# PROPERTY TAX BREAKDOWN

Calculation		Tax Bill Breakdown					
Net Property Value	Taxable Value (1/3 of Total Net Value)	State Tax	County Tax	Municipal Tax	School Tax	College Tax	Grand Total
\$150,000	\$50,000	\$68.00	\$392.15	\$137.50	\$1,091.50	\$141.85	\$1,831.00
\$200,000	\$66,667	\$90.67	\$522.87	\$183.33	\$1,455.33	\$189.13	\$2,441.33
\$250,000	\$83,333	\$113.33	\$653.58	\$229.17	\$1,819.17	\$236.42	\$3,051.67
\$300,000	\$100,000	\$136.00	\$784.30	\$275.00	\$2,183.00	\$283.70	\$3,662.00
\$350,000	\$116,667	\$158.67	\$915.02	\$320.83	\$2,546.83	\$330.98	\$4,272.33
\$400,000	\$133,333	\$181.33	\$1,045.73	\$366.67	\$2,910.67	\$378.27	\$4,882.67

These figures are estimates only

# PROPERTY TAX BY PERCENTAGE

Item 3.



# Additional Revenue Plan

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- \* Annexation
- \* Business Attraction & Retention
- \* Housing Development
- \* Unrealized GRT
- \* Unrealized Property Tax
- \* Negotiate New & Existing Franchise Agreements
- \* Restructuring of City Fees
- \* Zip Code / Postal Service Presence
- \* Sale of Excess City Properties

# City of Rio Communities Budget Recap FY 2022-2023

	Projected Beginning Cash 7/1/2022	Budgeted Revenue	Budgeted Expenditures	Transfers In (Out)	Projected Ending Cash 6/30/2023
<b>General Fund</b>					
General Operating Fund	\$ 1,773,233.00	\$ 1,297,255.00	\$ 1,420,881.09	\$ (230,000.00)	\$ 1,419,606.91
Locally Imposed Reserve	\$ 730,010.00	\$ -	\$ -	\$ -	\$ 730,010.00
<b>General Fund Total</b>	<b>\$ 2,503,243.00</b>	<b>\$ 1,297,255.00</b>	<b>\$ 1,420,881.09</b>	<b>\$ (230,000.00)</b>	<b>\$ 2,149,616.91</b>
<b>Special Revenue Funds</b>					
Corrections	\$ 7,062.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 7,062.00
Envinronmental	\$ 23,000.00	\$ 10,860.00	\$ 10,860.00	\$ -	\$ 23,000.00
Emergency Medical Services	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Protection	\$ 30,000.00	\$ 283,245.00	\$ 252,986.04	\$ (30,258.96)	\$ 30,000.00
Law Enforcement Protection	\$ -	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -
Municipal Street	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 12,000.00
American Rescue Plan Act	\$ 561,096.50	\$ 561,096.50	\$ 1,122,193.00	\$ -	\$ -
Bill Brown Memorial Fund	\$ 181,412.52	\$ -	\$ 181,412.52	\$ -	\$ -
Fire Excise GRT	\$ 12,000.00	\$ 45,000.00	\$ 32,310.00	\$ -	\$ 24,690.00
EMS GRT	\$ 135,000.00	\$ 155,000.00	\$ 204,091.51	\$ -	\$ 85,908.49
Wildland Fire	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Special Revenue Funds Total</b>	<b>\$ 961,571.02</b>	<b>\$ 1,119,201.50</b>	<b>\$ 1,867,853.07</b>	<b>\$ (30,258.96)</b>	<b>\$ 182,660.49</b>
<b>Capital Projects Funds</b>					
State Legislative Appropriation Project	\$ -	\$ 1,750,000.00	\$ 1,750,000.00	\$ -	\$ -
Road/Street Projects	\$ -	\$ -	\$ -	\$ -	\$ -
Other Capital Projects	\$ -	\$ -	\$ 230,000.00	\$ 230,000.00	\$ -
<b>Capital Projects Funds Total</b>	<b>\$ -</b>	<b>\$ 1,750,000.00</b>	<b>\$ 1,980,000.00</b>	<b>\$ 230,000.00</b>	<b>\$ -</b>
<b>Debt Service Funds</b>					
NMFA Loan Debt Service	\$ 54.90	\$ 1,000.00	\$ 30,258.96	\$ 30,258.96	\$ 1,054.90
<b>Debt Service Funds Total</b>	<b>\$ 54.90</b>	<b>\$ 1,000.00</b>	<b>\$ 30,258.96</b>	<b>\$ 30,258.96</b>	<b>\$ 1,054.90</b>
<b>Total All Funds</b>	<b>\$ 3,464,868.92</b>	<b>\$ 4,167,456.50</b>	<b>\$ 5,298,993.12</b>	<b>\$ -</b>	<b>\$ 2,333,332.30</b>

Item 3.

# General Operating Fund

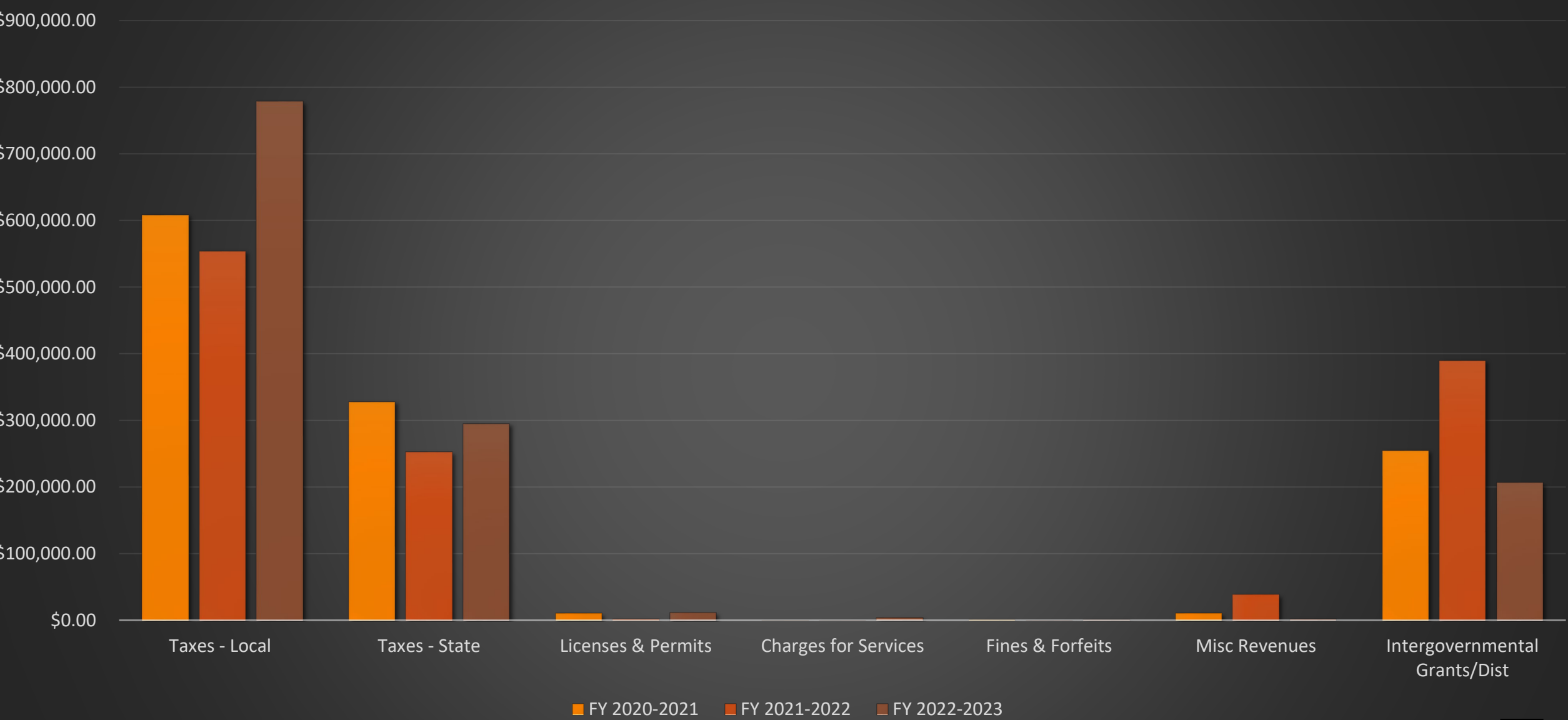
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# Budget in Brief - Revenue Summary for General Fund

Item 3.

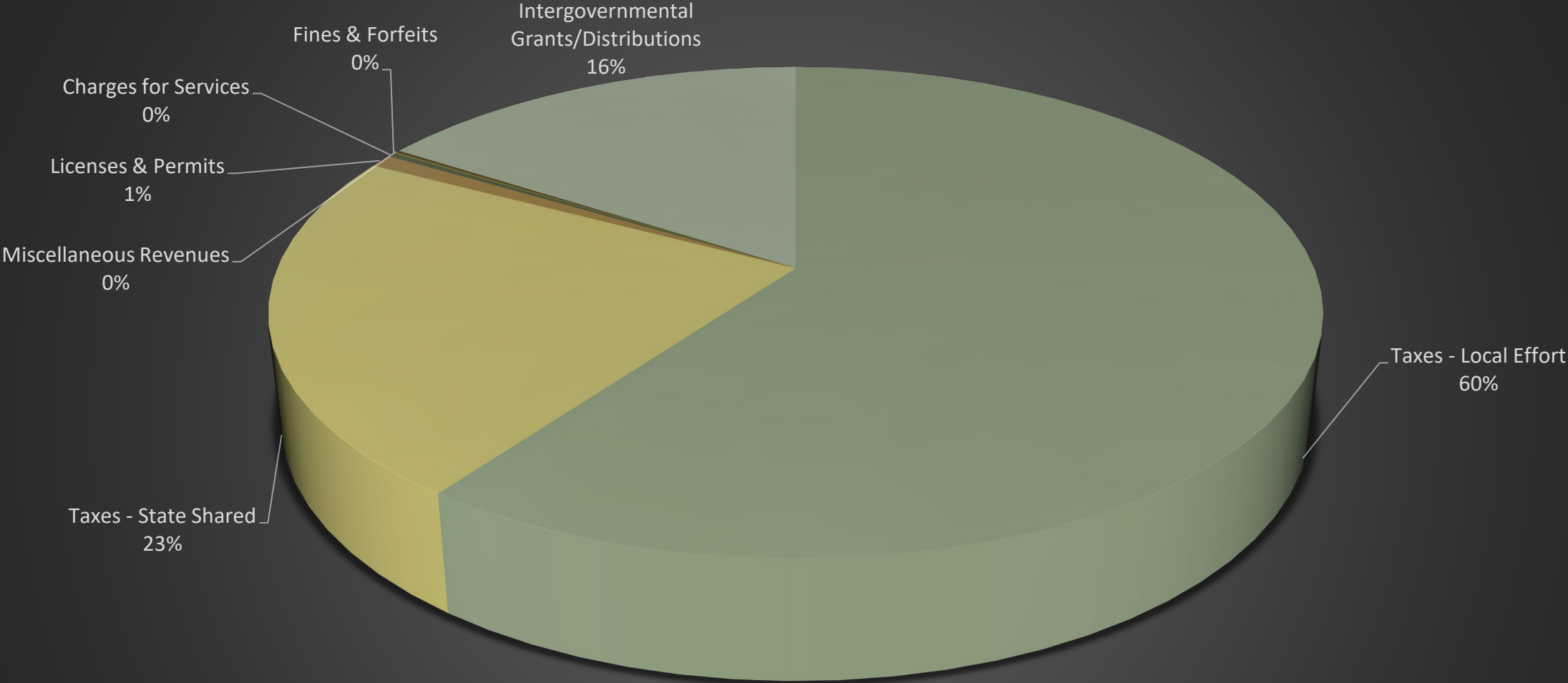
CATEGORY	DESCRIPTION	AMOUNT
Taxes – Local Effort	Franchise Tax, GRT – Local , Property Tax	\$778,455.00
Taxes – State Shared	GRT – Municipal Equivalent, Motor Vehicle Excise Tax, Other State Shared Taxes	\$295,000.00
Licenses & Permits	Animal Licenses, Building Permits, Business Licenses, Zoning Permits, Road Cut Permits	\$11,150.00
Charges for Services	Animal Pound Fees, Printing & Copying, Rental Fees, Other Charges for Services	\$3,400.00
Fines & Forfeits	Court Fines	\$1,350.00
Miscellaneous Revenues	Interest Income	\$1,900.00
Intergovernmental Grants/Distributions	Small Cities Assistance, Other State Distributions	\$206,000.00
	Revenue Total	\$1,297,255.00

# Budget in Brief – Revenues for 3 Fiscal Years





# Budgeted General Fund Revenue by Category



■ Taxes - Local Effort ■ Taxes - State Shared ■ Licenses & Permits ■ Charges for Services ■ Fines & Forfeits ■ Miscellaneous Revenues ■ Intergovernmental Grants/Distributions

# Budget in Brief - Expenditure Summary for General Fund

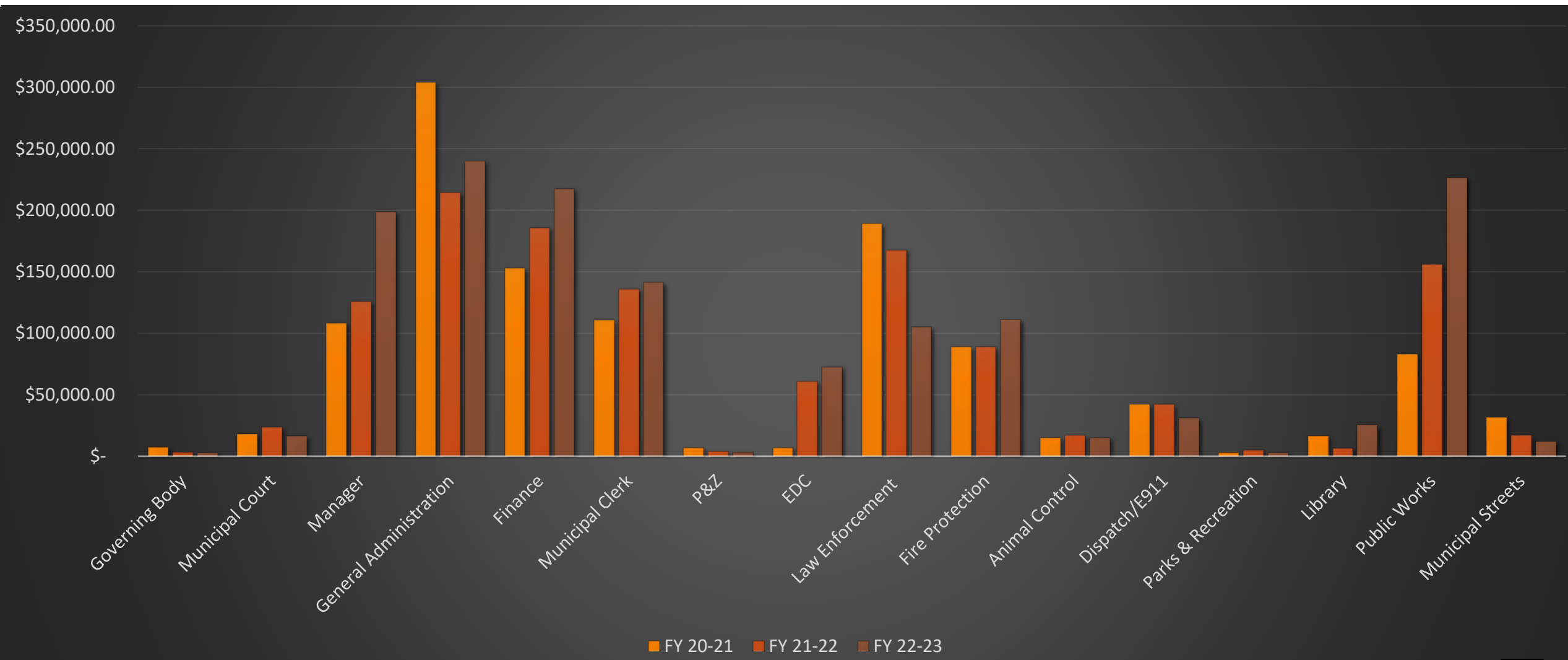
Item 3.

CATEGORY	DESCRIPTION	AMOUNT
Salary & Wages	Salary & Wages for paid Elected Officials, Commissions, On-Call Employees & Full & Part Time Employees (Includes increases for certain employees)	\$656,737.07
Employee Benefits	Social Security, Medicare, Retirement, Workers Comp, SUTA, Health, Dental & Vision Benefits	\$236,733.00
Travel Costs	Travel cost for all Elected Officials, Commissions, On-Call Employees & Full & Part Time Employees	\$5,800.00
Purchased Property Services	Maintenance & Repairs of Buildings & Vehicles	\$14,250.00
Contractual Services	Contracts for the Audit, Attorney Fees, Engineering Fees, Contractor Fees	\$328,561.62
Supplies	Software, Office Supplies, Safety Supplies, Janitorial Supplies, Equipment Supplies	\$48,827.40
Operating Costs	Employee Training, Surety Bonding, Subscriptions & Dues, Printing/Publishing/Advertising, Postage, Telecommunications, Utilities, Rent of Equipment/Machinery	\$129,972.00
	<b>Expenditure Total</b>	<b>\$1,420,881.09</b>

## Budget in Brief - Expenditures by Department (General Fund)

	FY 2021-2022	FY 2022-2023	
	Budget	Budget	Change in Budget
<b>General Fund</b>			
Governing Body	\$ 3,150.00	\$ 2,900.00	\$ (250.00)
Municipal Court	\$ 23,349.00	\$ 16,398.16	\$ (6,950.84)
City Manager	\$ 125,426.00	\$ 198,611.32	\$ 73,185.32
General Administration	\$ 214,088.00	\$ 239,711.62	\$ 25,623.62
Finance	\$ 185,755.00	\$ 217,493.60	\$ 31,738.60
Municipal Clerk	\$ 135,817.00	\$ 141,274.68	\$ 5,457.68
Planning & Zoning	\$ 4,050.00	\$ 3,500.00	\$ (550.00)
Economic Development	\$ 60,900.00	\$ 72,500.00	\$ 11,600.00
Law Enforcement	\$ 167,514.00	\$ 105,000.00	\$ (62,514.00)
Fire Protection	\$ 88,765.00	\$ 111,001.34	\$ 22,236.34
Animal Control	\$ 17,000.00	\$ 15,000.00	\$ (2,000.00)
Dispatch/E911	\$ 42,000.00	\$ 31,000.00	\$ (11,000.00)
Parks & Recreation	\$ 5,000.00	\$ 3,000.00	\$ (2,000.00)
Library	\$ 6,250.00	\$ 25,204.79	\$ 18,954.79
Public Works	\$ 156,122.00	\$ 226,285.58	\$ 70,163.58
Municipal Streets	\$ 17,000.00	\$ 12,000.00	\$ (5,000.00)
<b>General Fund Department</b>			
<b>Total</b>	<b>\$ 1,252,186.00</b>	<b>\$ 1,420,881.09</b>	<b>\$ 168,695.09</b>

# Budget in Brief – Expenditures by Department (General Fund)



# One Time, Non-Capital Expenditures

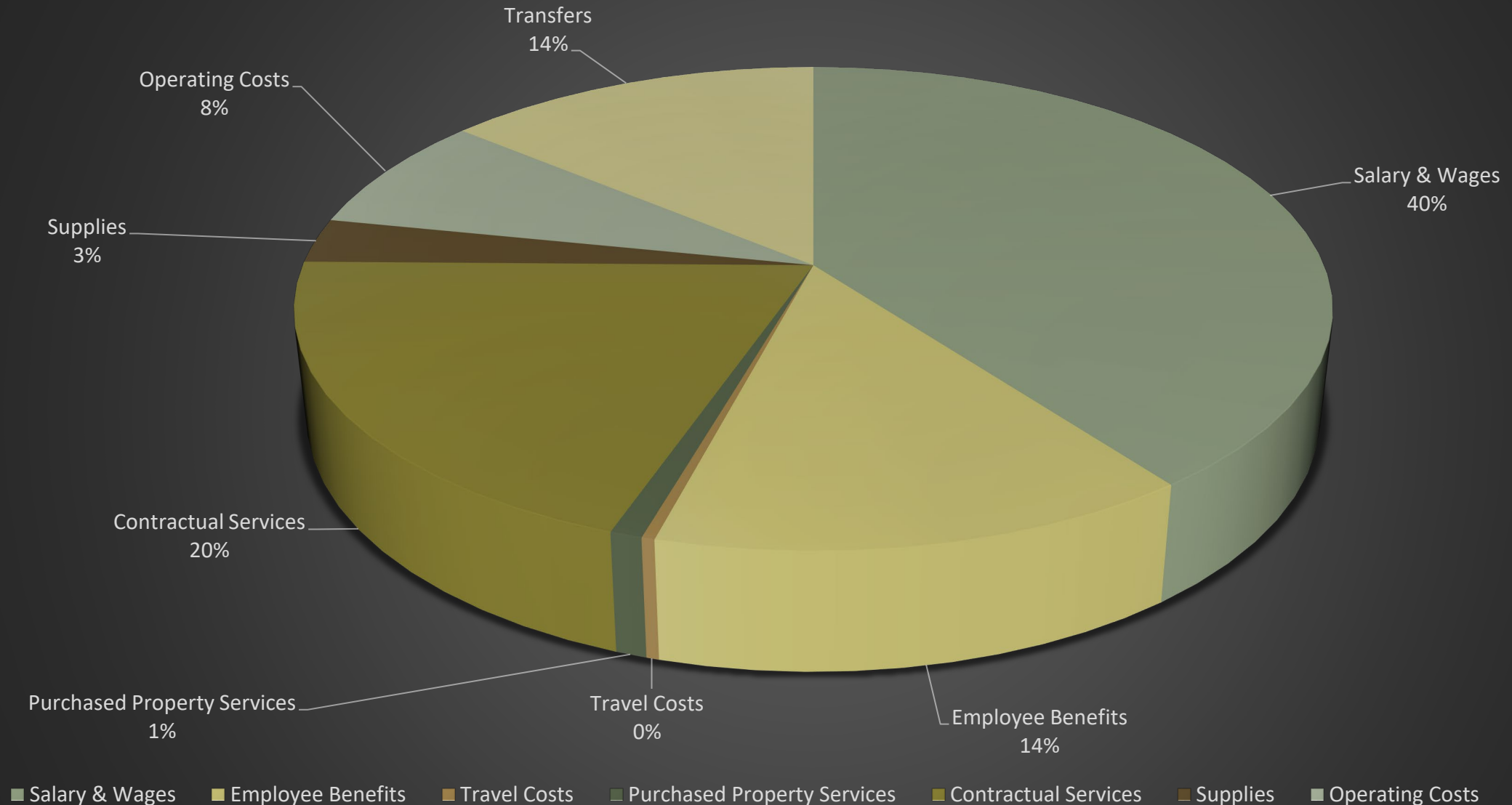
Project Name	DESCRIPTION	AMOUNT
Palmetto L.L.C. (Ralph Mims)	Economic Development Consultant	\$60,000.00
Sunny 505	Ongoing Strategic Public Relations & Media Relations Outreach	\$10,000.00
Special Code Enforcement Operation	Fire, Nuisance, Zoning & Other Municipal Code Violations	\$111,001.34
Grant Writer	Contracted Grant Writing Services	\$25,000.00
	<b>Expenditure Total</b>	<b>\$206,001.34</b>

# Budget in Brief – Transfers for Capital Projects

Project Name	DESCRIPTION	AMOUNT
Annexation	Costs associated with Annexation	\$80,000.00
City Hall Improvements	Costs to improve City Hall Interior	\$50,000.00
Engineering/Architectural (On-Call Services)	Engineering & Architectural Services	\$100,000.00
	<b>Expenditure Total</b>	<b>\$230,000.00</b>

# FY 22/23 Budgeted General Fund Expenditures by Category

Item 3.



# Special Revenue Funds

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- \* CORRECTIONS FUND \* ENVIRONMENTAL GRT FUND
- \* FIRE PROTECTION FUND \* LAW ENFORCEMENT PROTECTION FUND
- \* MUNICIPAL STREET FUND \* AMERICAN RESCUE PLAN ACT FUND
- \* BILL BROWN – PARKS & REV/PUBLIC WORKS FUND
- \* COUNTY FIRE EXCISE GRT FUND \* COUNTY EMS GRT FUND

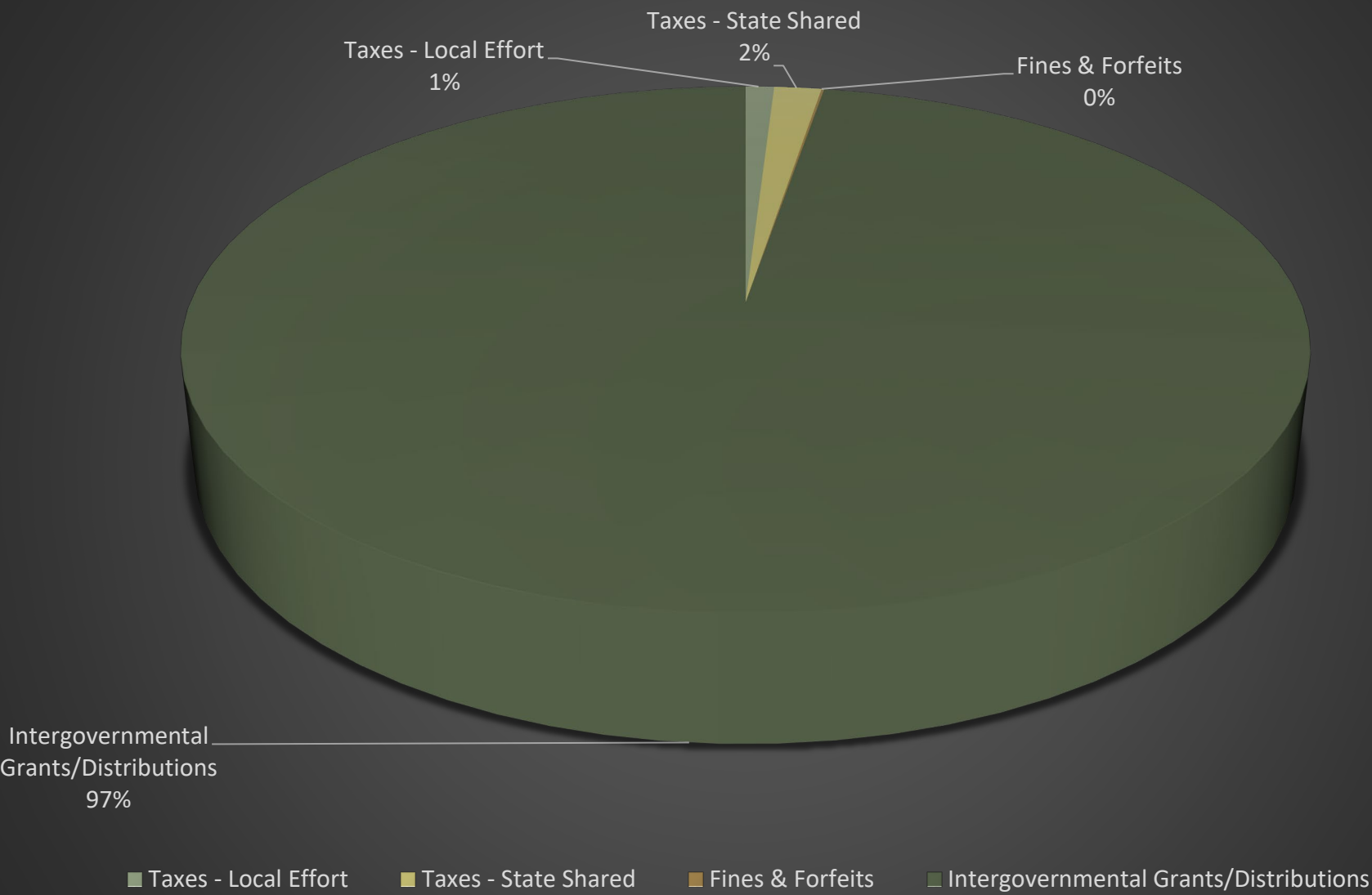


# Budget in Brief - Revenue Summary for Special Revenue Funds

Item 3.

CATEGORY	DESCRIPTION	AMOUNT
Taxes – Local Effort	Environmental GRT	\$10,860.00
Taxes – State Shared	Gasoline Tax	\$18,000.00
Fines & Forfeits	Correction Fees	\$1,000.00
Intergovernmental Grants/Distributions	Fire Protection Fund, Law Enforcement Protection Fund, American Recovery Plan Act, County Fire Excise GRT, County EMS GRT	\$1,089,341.50
	Revenue Total	\$1,119,201.50

# Budget in Brief - Revenue for Special Revenue Funds



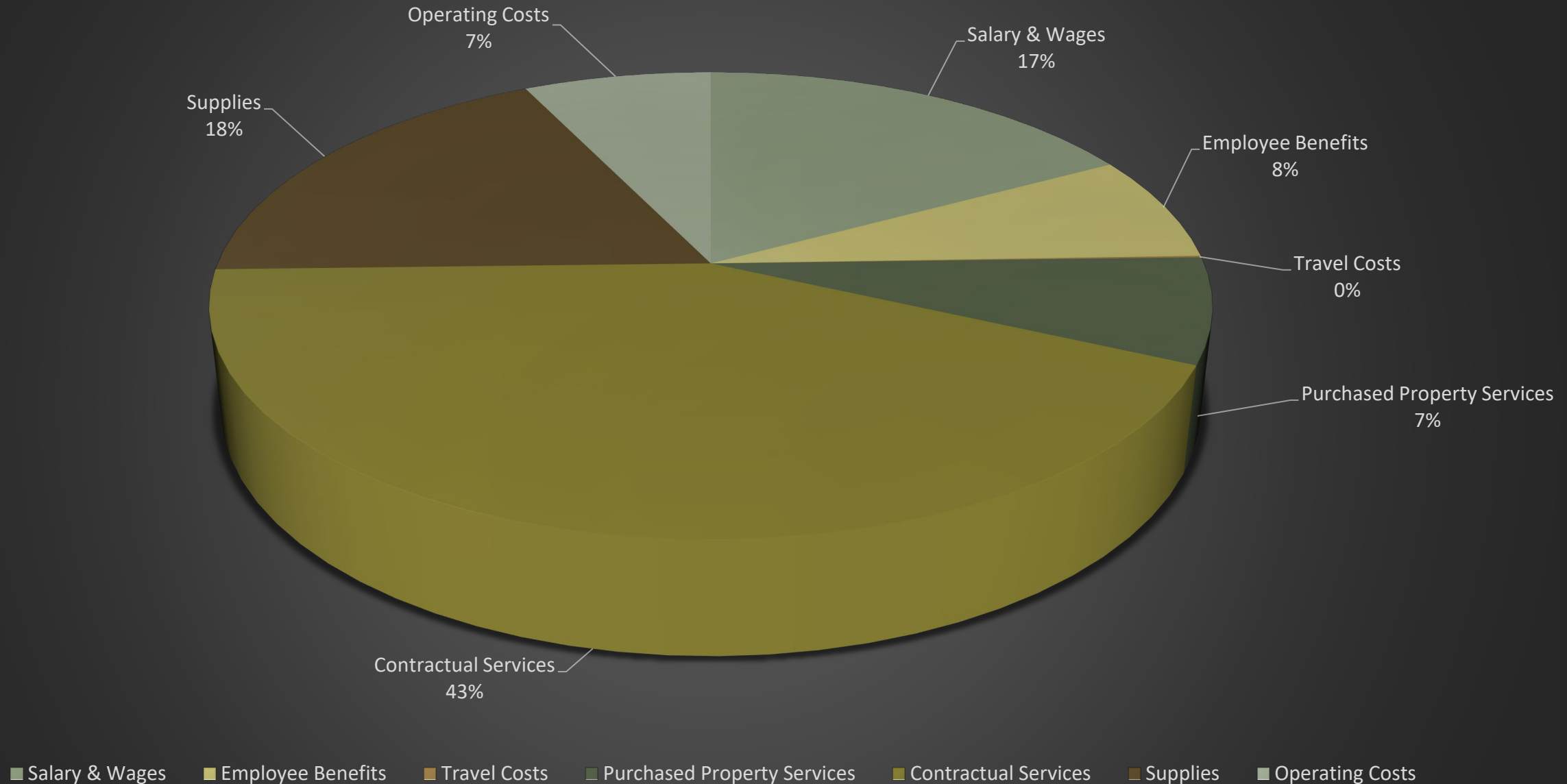
# Budget in Brief - Expenditure Summary for Special Revenue Funds

Item 3.

CATEGORY	DESCRIPTION	AMOUNT
Salary & Wages	Stipends for Fire/EMS Volunteers, <b>2 Full Time EMT's, 1 Full Time EMS Coordinator</b>	\$150,380.00
Employee Benefits	Social Security & Medicare, Retirement, Workman's Comp, SUTA, Health, Dental & Vision	\$64,521.51
Travel Costs	Travel cost for Fire/EMS Volunteers	\$1,000.00
Purchased Property Services	Maintenance & Repairs of Buildings & Vehicles	\$64,000.00
Contractual Services	Contracts for the Audit, Attorney Fees, Engineering Fees, Contractor Fees	\$375,360.00
Supplies	Software, Office Supplies, Safety Supplies, Janitorial Supplies, Equipment Supplies	\$160,096.50
Operating Costs	Employee Training, Surety Bonding, Subscriptions & Dues, Printing/Publishing/Advertising, Postage, Telecommunications, Utilities, Rent of Equipment/Machinery	\$63,200.00
Capital Purchases	Equipment & Machinery for Fire Department	\$989,295.06
Transfers	Transfers In/Out (Payment on Fire Truck)	\$30,258.96
	<b>Expenditure Total</b>	<b>\$1,898,112.03</b>

# FY 22/23 Budgeted Special Revenue Fund Expenditures by Category

Item 3.

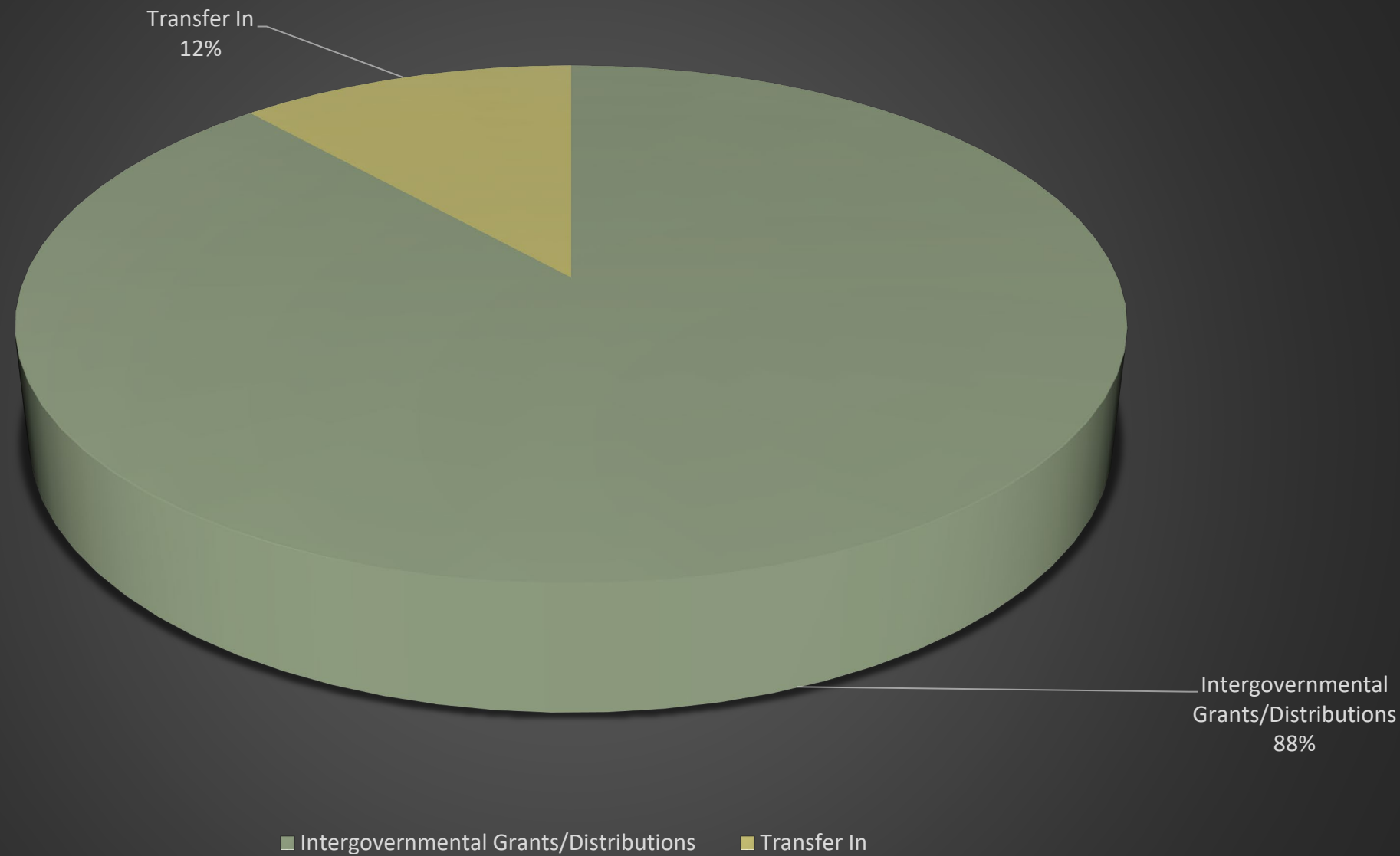


# Budget in Brief - Revenue Summary for Capital Project Funds

Item 3.

CATEGORY	DESCRIPTION	AMOUNT
Intergovernmental Grants/Distributions	Legislative Appropriations, NMDOT Grants	\$1,750,000.00
Transfers	Transfer In for Capital Projects	\$230,000.00
	Revenue Total	\$1,980,000.00

# FY 21/22 Budgeted Capital Project Funds Revenue by Category



# Capital Project Funds

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- \* STATE LEGISLATIVE APPROPRIATION PROJECTS
  - \* ROAD/STREET PROJECTS
  - \* OTHER CAPITAL PROJECTS

# Budget in Brief - Expenditure Summary for Capital Project Funds

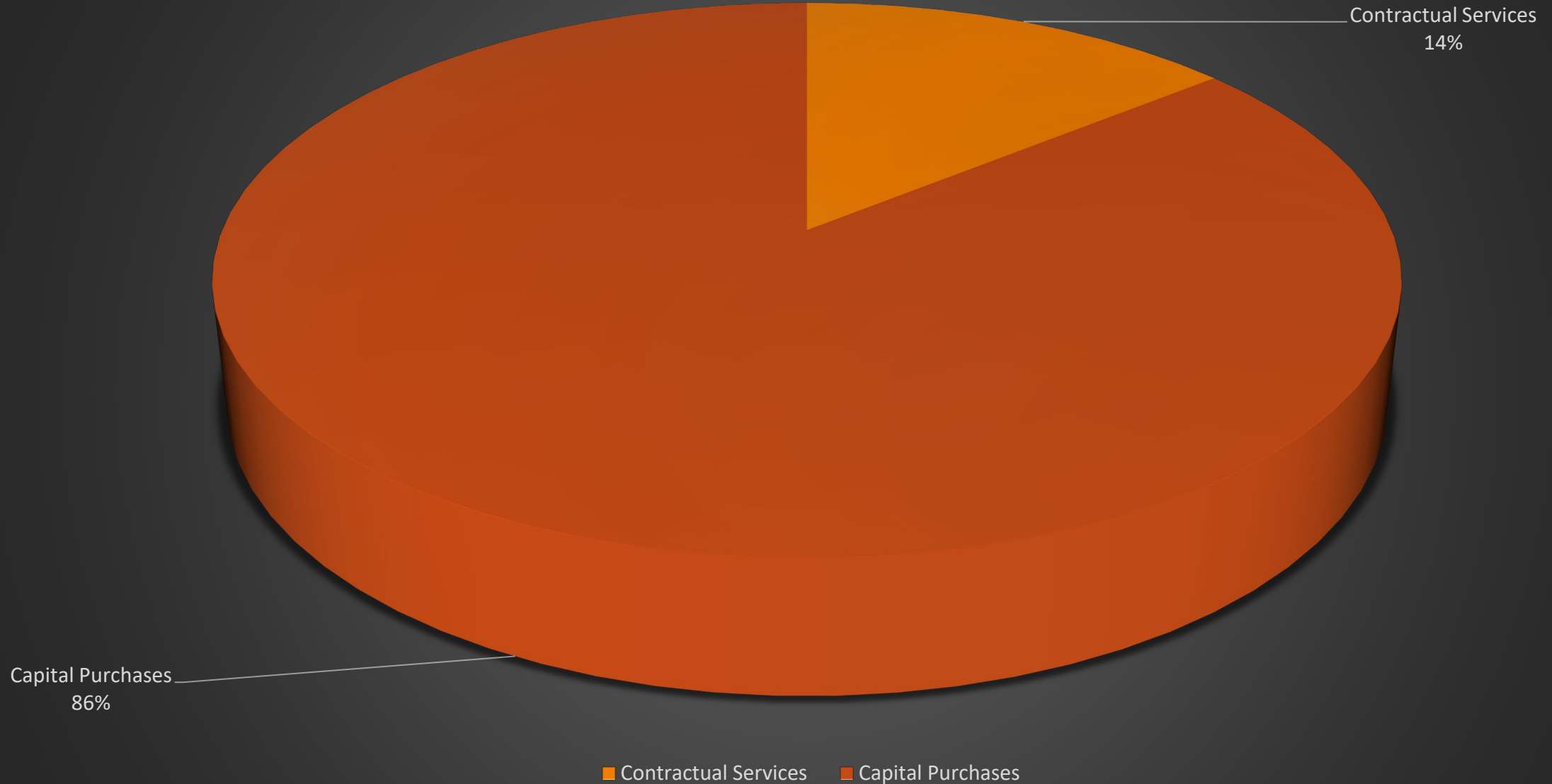
Item 3.

CATEGORY	DESCRIPTION	AMOUNT
Contractual Services	Annexation Fees & Engineering Costs for NMDOT Grant	\$280,000.00
Capital Purchases	City Hall/Multi Purpose Complex Renovations, Parks & Trails, Public Works	\$1,700,000.00
	Expenditure Total	\$1,980,000.00



# Budget in Brief - Expenditures for Capital Project Funds

Item 3.



# Debt Service Fund

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\* NMFA LOAN FOR FIRE TRUCK

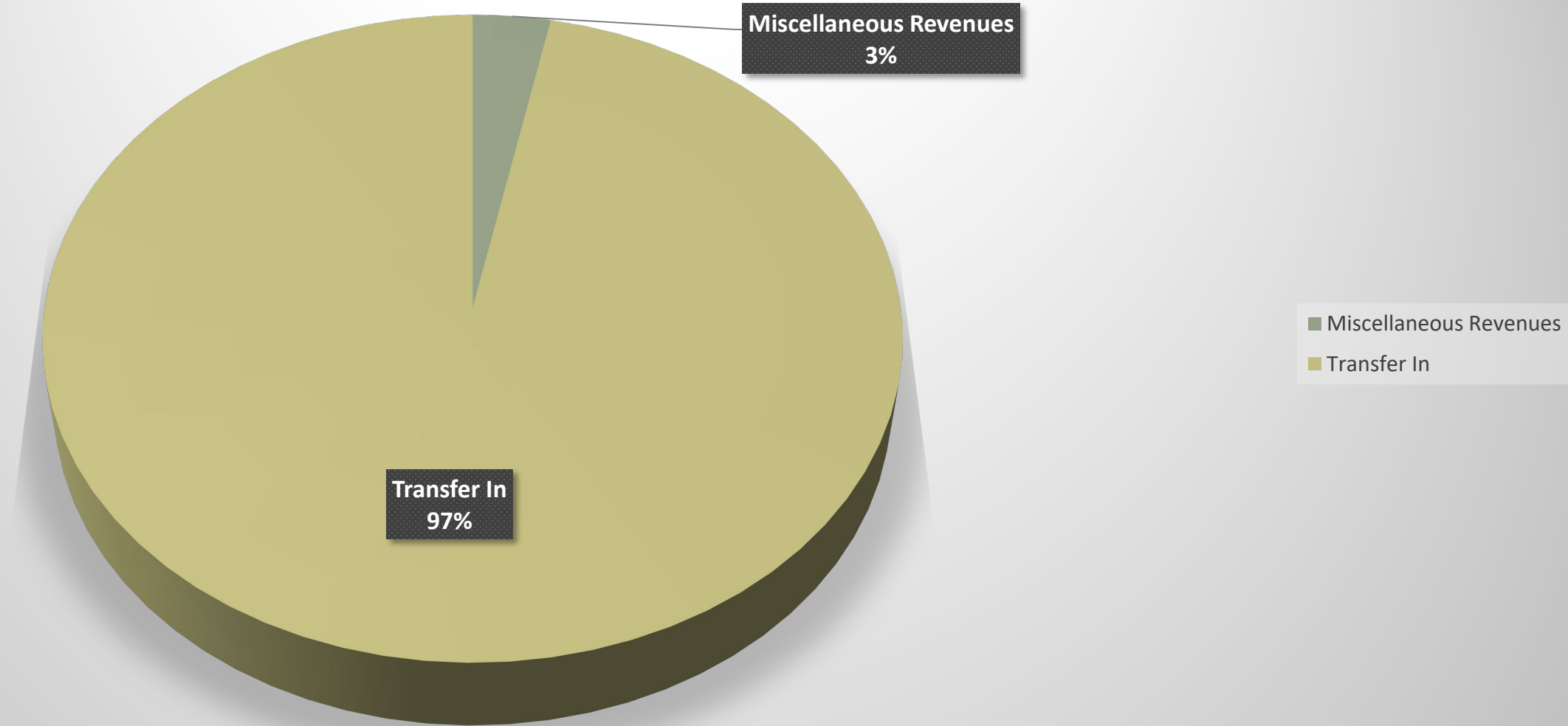
# Budget in Brief - Revenue Summary for Debt Service Funds

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CATEGORY	DESCRIPTION	AMOUNT
Miscellaneous Revenues	Interest Income – NMFA Loan	\$1,000.00
Transfers	Transfer In for NMFA Loan Debt Service	\$30,258.96
	Revenue Total	\$31,258.96

# FY 22/23 Budgeted Debt Service Funds Revenue by Category

Item 3.

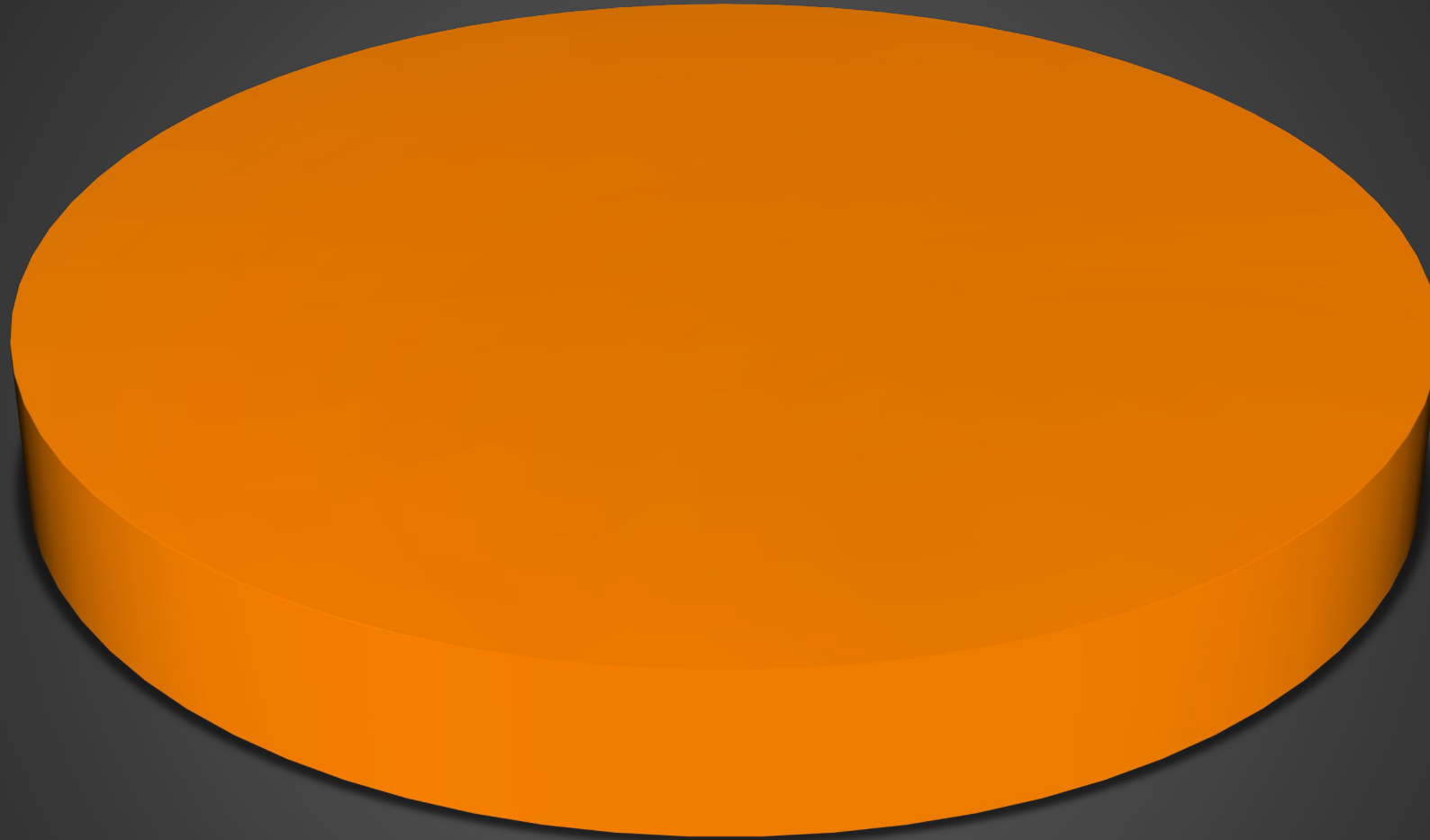


# Budget in Brief - Expenditure Summary for Debt Service Funds

Item 3.

CATEGORY	DESCRIPTION	AMOUNT
Debt Service	NMFA Loan – Debt Service Payment	\$30,258.96
	Expenditure Total	\$30,258.96

# Budget in Brief - Expenditures for Debt Service Funds Item 3.



■ Debt Service

# City of Rio Communities Budget Recap FY 2022-2023

Item 3.

	Projected Beginning Cash 7/1/2022	Budgeted Revenue	Budgeted Expenditures	Transfers In (Out)	Projected Ending Cash 6/30/2023
<b>General Fund</b>					
General Operating Fund	\$ 1,773,233.00	\$ 1,297,255.00	\$ 1,420,881.09	\$ (230,000.00)	\$ 1,419,606.91
Locally Imposed Reserve	\$ 730,010.00	\$ -	\$ -	\$ -	\$ 730,010.00
<b>General Fund Total</b>	<b>\$ 2,503,243.00</b>	<b>\$ 1,297,255.00</b>	<b>\$ 1,420,881.09</b>	<b>\$ (230,000.00)</b>	<b>\$ 2,149,616.91</b>
<b>Special Revenue Funds</b>					
Corrections	\$ 7,062.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 7,062.00
Environmental	\$ 23,000.00	\$ 10,860.00	\$ 10,860.00	\$ -	\$ 23,000.00
Emergency Medical Services	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Protection	\$ 30,000.00	\$ 283,245.00	\$ 252,986.04	\$ (30,258.96)	\$ 30,000.00
Law Enforcement Protection	\$ -	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -
Municipal Street	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 12,000.00
American Rescue Plan Act	\$ 561,096.50	\$ 561,096.50	\$ 1,122,193.00	\$ -	\$ -
Bill Brown Memorial Fund	\$ 181,412.52	\$ -	\$ 181,412.52	\$ -	\$ -
Fire Excise GRT	\$ 12,000.00	\$ 45,000.00	\$ 32,310.00	\$ -	\$ 24,690.00
EMS GRT	\$ 135,000.00	\$ 155,000.00	\$ 204,091.51	\$ -	\$ 85,908.49
Wildland Fire	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Special Revenue Funds Total</b>	<b>\$ 961,571.02</b>	<b>\$ 1,119,201.50</b>	<b>\$ 1,867,853.07</b>	<b>\$ (30,258.96)</b>	<b>\$ 182,660.49</b>
<b>Capital Projects Funds</b>					
State Legislative Appropriation Project	\$ -	\$ 1,750,000.00	\$ 1,750,000.00	\$ -	\$ -
Road/Street Projects	\$ -	\$ -	\$ -	\$ -	\$ -
Other Capital Projects	\$ -	\$ -	\$ 230,000.00	\$ 230,000.00	\$ -
<b>Capital Projects Funds Total</b>	<b>\$ -</b>	<b>\$ 1,750,000.00</b>	<b>\$ 1,980,000.00</b>	<b>\$ 230,000.00</b>	<b>\$ -</b>
<b>Debt Service Funds</b>					
NMFA Loan Debt Service	\$ 54.90	\$ 1,000.00	\$ 30,258.96	\$ 30,258.96	\$ 1,054.90
<b>Debt Service Funds Total</b>	<b>\$ 54.90</b>	<b>\$ 1,000.00</b>	<b>\$ 30,258.96</b>	<b>\$ 30,258.96</b>	<b>\$ 1,054.90</b>
<b>Total All Funds</b>	<b>\$ 3,464,868.92</b>	<b>\$ 4,167,456.50</b>	<b>\$ 5,298,993.12</b>	<b>\$ -</b>	<b>\$ 2,333,332.30</b>

MICHELLE LUJAN GRISHAM  
GOVERNOR



DEBORAH K. ROMERO  
CABINET SECRETARY

Item 3.

DONNIE J. QUINTANA  
DIRECTOR

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501  
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

**MEMORANDUM BFB #22-05**

TO: New Mexico Counties and Municipalities

FROM: Brenda L. Suazo-Giles, Budget & Finance Bureau Chief  
Local Government Division

DATE: May 3, 2022

SUBJECT: Object Codes for Reporting "Cannabis GRT" Created on LGBMS

*Brenda L. Suazo-Giles*

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In accordance with the "New Mexico's Cannabis Regulation Act", the New Mexico Department of Finance and Administration (DFA), Local Government Division (LGD) has updated the Local Government Budget Management System (LGBMS) chart of accounts (COA) to assist in tracking of Cannabis revenues and related expenditures. Using a standard COA allows LGD to analyze data more efficiently across the various local governments in order to compile statewide reports that are used by decision makers for determining state funding such as legislative appropriations, grants, and loans.

The New Mexico Taxation and Revenue Department (TRD) has added a new distribution code pertaining to Recreational Cannabis in the GRT distribution (RP-500 Report) and will also have a monthly distribution report for the Cannabis Excise Tax. Please refer to the attached TRD publication "FYI-260" for more information.

It is highly recommended **NOT** to budget any Cannabis revenues and expenditures in your Interim or Final **FY2022-2023 Budget submission**. We are requesting all municipalities and counties to wait until you attain one (1) Quarter's worth (3 months) of actual data to determine the forecasted revenue and expenditures and then submit a Budget Adjustment Request (BAR) for FY2022-2023 for governing body approval that you will then submit on LGBMS for LGD approval.

If you have pertaining to the Cannabis revenue distribution process, contact David Monteith at TRD, [David.monteith@state.nm.us](mailto:David.monteith@state.nm.us).

The Cannabis Control Division of the Regulation and Licensing Department is in partnership with the local governments and are more than happy to assist you with cannabis regulatory information by contacting them at [RLD.CannabisControl@state.nm.us](mailto:RLD.CannabisControl@state.nm.us) or (505) 476-4995.



We are requiring that participating counties and municipalities use the **following Fund “28000 Cannabis Regulation Act”**. Cannabis revenue does not have any expenditure restrictions, therefore, for reporting purposes, and to not lose its identity, LGD is requiring all Cannabis revenue and related expenditures be reported in the “28000 Fund”. For expenditure support to all other funds, a **“transfer-out”** will be required using a BAR, after being approved by your governing body.

The goal of the guidelines contained in this memo is to achieve more comparable financial reporting among all counties and municipalities in the area of Cannabis budget and financial activity.

If you have any questions, contact your LGD budget analyst.

xc: David Monteith, TRD  
Victor Reyes, RLD, Deputy Superintendent  
Kristen Thomson, RLD, Cannabis Control Division

File

# FYI-260

New Mexico  
Taxation and Revenue Department

## FOR YOUR INFORMATION

Tax Information/Policy Office ♦ P.O. Box 630 ♦ Santa Fe, New Mexico 87504-0630

### INFORMATION FOR THE CANNABIS INDUSTRY

This FYI provides general guidance concerning the tax obligations of operating a cannabis business in the state of New Mexico.

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*This publication is as accurate as possible at time of publication. Subsequent legislation, new state regulations or court decisions may affect its accuracy. For the latest information please check the Taxation and Revenue Department's web site at [www.tax.newmexico.gov](http://www.tax.newmexico.gov).*

## INTRODUCTION

This publication will provide a brief overview of the tax programs that most commonly impact taxpayers engaged in the cannabis industry. This includes both the more established medical cannabis industry, and the adult-use cannabis industry, which was authorized by HB-2, passed in the 2021 Special Session and signed into law by the Governor. An overview of how the gross receipts tax and cannabis excise tax are imposed on various types of businesses involved in the cannabis industry is included. Other taxes may apply to certain businesses, but these are the most common and will be the focus of this publication.

## DEFINITIONS

### CANNABIS EXCISE TAX

**Cannabis excise tax** is an excise tax imposed on a cannabis retailer that sells cannabis products in this state. "Cannabis product" is a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients. The excise tax does not apply to retail sales of medical cannabis products sold to a qualified patient or a primary caregiver who presents a registry identification card issued pursuant to the Lynn and Erin Compassionate Use Act or a reciprocal participant who presents similar proof from another state, the District of Columbia or a territory or commonwealth of the United States at the time of the sale (Section 7-42-3 NMSA 1978).

### COMPENSATING TAX

**Compensating tax** is an excise tax imposed on anyone making taxable use of tangible personal property in New Mexico that was obtained in a transaction where the seller's receipts were not subject to gross receipts (Section 7-9-7 NMSA 1978).

### GROSS RECEIPTS TAX

**Gross receipts** are any amount of money or other consideration received from selling property in New Mexico, leasing or licensing property employed in New Mexico, granting a right to use a franchise employed in New Mexico, selling services performed in New Mexico, or selling research and development services performed outside of New Mexico when initial use of the product of the service occurs in New Mexico (Section 7-9-3.5 NMSA 1978). Unlike cannabis excise tax, the gross receipts tax does not apply only to cannabis retailers. However, most sellers of cannabis products, other than retailers, will likely be entitled to deduct their receipts.

**Gross receipts tax** is an excise tax levied on persons engaged in business in New Mexico for the privilege of doing business in New Mexico.

**Reporting Location Code and Rate** - Gross receipts tax is reported using the location code and rate determined by Section 7-1-14 NMSA 1978. For cannabis sales, this will require reporting where the buyer receives the tangible personal property. If the buyer receives the tangible personal property at the seller's place of business, that sale will be reported at the location code and rate for the location of the seller's place of business. If the tangible personal property is delivered to the buyer outside of the business location, the seller will report the associated gross receipts at the location code and rate where the goods were delivered to the buyer.

**Possible Deduction** – Receipts from the sale of adult-use cannabis and cannabis products are taxable for gross receipts tax purposes. There is a deduction for cannabis products that are sold

in accordance with the Lynn and Erin Compassionate Use Act under Section 7-9-73.2 NMSA 1978. It is important to note that deductions are required to be reported on a gross receipts tax return. As this deduction is not required to be separately reported you can either report it using the code "7-9-73.2" or "G0-999". There is also a deduction for sales of cannabis products for resale under Section 7-9-47 NMSA 1978, which would apply to, among others, wholesale sales of cannabis products. See the gross receipts tax return instructions for more information.

## WITHHOLDING TAX

**Withholding tax** is imposed on every employer who deducts and withholds a portion of an employee's wages for payment of income tax under the provisions of the Internal Revenue Code. These employees must also deduct and withhold an amount for each payroll period computed from a state withholding tax table furnished by the department (Section 7-3-3 NMSA 1978). For more information, see FYI -104 New Mexico Withholding Tax, or TRD-41414 Wage Withholding Tax Return.

## DEPARTMENT REQUIREMENTS

### REGISTRATION FOR CANNABIS EXCISE TAX

After being licensed with the Regulation and Licensing Department (RLD) as an adult-use cannabis retailer, a taxpayer also needs to be registered for the cannabis excise tax. Registration is available electronically on the Taxpayer Access Point (TAP) at <https://tap.state.nm.us>, or by using a paper form, ACD-31015, *Business Tax Registration Application and Update Form*. Online registration is encouraged for all taxpayers.

### REGISTRATION FOR GROSS RECEIPTS TAX (AND ADDITIONAL PROGRAMS)

Anyone engaging in business in New Mexico must register with the New Mexico Taxation and Revenue Department and obtain a New Mexico Business Tax Identification Number (NMBTIN). The NMBTIN is used to report various tax programs (gross receipts tax, compensating tax, withholding tax, etc.). Registration is done by the same methods described above, online at <https://tap.state.nm.us>, or using the ACD-31015, *Business Tax Registration Application and Update Form*, which is available on the department's website at <https://www.tax.newmexico.gov/forms-publications/>. Registration for these tax programs must be done by all cannabis-related businesses, including adult-use retailers, medical retailers, and wholesalers. In order to register, you will need the officer information including SSNs, as well as the NAICS code for your business. NAICS codes can be researched at the NAICS website at <https://www.naics.com/search/> but codes that may be used include 424590 for cannabis wholesalers, 453998 for cannabis retailers, 111998 for open field growing and 111419 for growing under cover.

## FILING REQUIREMENTS

Filing of all taxes mentioned in this publication are available online at <https://tap.state.nm.us>. E-filing is mandated for the cannabis excise tax and most gross receipts tax filers, and is highly encouraged for all other tax programs that may apply to your business.

An adult-use cannabis retailer must file Form TRD-41415 *Cannabis Excise Tax Return* and remit taxes on a monthly basis by the 25<sup>th</sup> of the month following the sale of the product. For example, the tax on sales made in April must be filed and paid by May 25. The rate of cannabis excise tax is 12 percent of sales until July 1, 2025 and then gradually rises to 18 percent beginning July 1,



2030.

All cannabis-related business, even those with no taxable receipts, must file Form TRD-41413 *Gross Receipts Tax Return* and report and remit taxes on a monthly basis, unless the total tax due averages less than \$200 monthly, the business may ask to report on a quarterly or semiannual basis. Deductible transactions must be reported even if no tax is due.

## **TAX OBLIGATIONS FOR CANNABIS BUSINESSES**

### **MEDICAL CANNABIS RETAILERS**

A business that sells medical cannabis at retail may deduct eligible receipts from their gross receipts as the sale of a prescription drug (Section 7-9-73.2 NMSA 1978). Any products sold by a medical cannabis retailer that are not sold in accordance with the Lynn and Erin Compassionate Use Act are subject to the gross receipts tax. Retailers of only medical cannabis are not subject to the cannabis excise tax and not required to register or file for that program. However, retailers with mixed sales will be required to file and pay cannabis excise tax on their taxable sales.

### **ADULT-USE CANNABIS RETAILERS**

Adult-use cannabis retailers are subject to both gross receipts tax and cannabis excise tax. The gross receipts tax is imposed on their receipts from retail sales of cannabis and anything else they sell. The cannabis excise tax is imposed only on receipts from the sale of cannabis products, but not other items sold. The cannabis excise tax should always be reported using the location of the retail location. For gross receipts tax the receipts of an adult-use cannabis retailer should be reported using the code for their retail location for all sales made at the retail location, but should be reported using the location code of the delivery location for any receipts from delivered products.

### **CANNABIS WHOLESALERS**

A business that sells cannabis only as a wholesaler to cannabis retailers must have a gross receipts tax account and report its receipts, but may deduct its receipts from the sale of cannabis for resale (Section 7-9-47 NMSA 1978).

### **ALL CANNABIS BUSINESSES – OTHER TAXES**

All cannabis businesses need to be certain to meet any other tax obligations that they may have based on how their business is set up. These taxes most likely include withholding tax, which is the responsibility of any employer. Corporate income tax may also apply if the business is a corporation, and compensating tax may apply on certain purchases not originally subject to gross receipts tax. Our FYI-102, *Information for New Businesses*, provides additional information for new businesses in general.

## **PAYMENT OF TAXES BY THE CANNABIS INDUSTRY**

### **PAYMENT TYPES**

Taxpayers are encouraged to pay the Cannabis Excise Tax using ACH Debit payment (e-checks in TAP) or credit card. Credit card payments are accessible in TAP, through the call center system, and via an in-person appointment. Please note that credit card transactions are charged

a convenience fee. Fedwire and ACH credit payments are prohibited at this time for the Cannabis Excise Tax, as well as the gross receipts tax on adult-use cannabis retail sales.

## TAXPAYER INFORMATION

**General Information.** FYIs and Bulletins present general information with minimum technical language. All FYIs and Bulletins are free of charge and available through all local tax offices and on the Taxation and Revenue Department's website at <http://www.tax.newmexico.gov/forms-publications.aspx>

**Regulations.** The Department establishes regulations to interpret and exemplify the various tax acts it administers. Current statutes with regulations can be located on the Department's website for free at <http://www.tax.newmexico.gov/statutes-with-regulations.aspx>. Specific regulations are also available at the State Records Center and Archives or on its web page at <http://www.srca.nm.gov/>

The Taxation and Revenue Department regulation book is available for purchase from the New Mexico Compilation Commission. Order regulation books directly from the New Mexico Compilation Commission at <https://www.nmcompcomm.us/>

**Rulings.** Rulings signed by the Secretary and approved by the Attorney General are written statements that apply to one or a small number of taxpayers. A taxpayer may request a ruling (at no charge) to clarify its tax liability or responsibility under specific circumstances. The Department will not issue a ruling to a taxpayer who is undergoing an audit, who has an outstanding assessment, or who is involved in a protest or litigation with the Department over the subject matter of the request. The Department's rulings are compiled and available on free of charge at <http://www.tax.newmexico.gov/rulings.aspx>.

The request for a ruling must be in writing, include accurate taxpayer identification and the details about the taxpayer's situation, and be addressed to the Secretary of the Taxation and Revenue Department at P.O. Box 630, Santa Fe, NM 87504-0630. The taxpayer's representative, such as an accountant or attorney, may request a ruling on behalf of the taxpayer but must disclose the name of the taxpayer. While the Department is not required to issue a ruling when requested to do so, every request is carefully considered.

The Secretary may modify or withdraw any previously issued ruling and is required to withdraw or modify any ruling when subsequent legislation, regulations, final court decisions or other rulings invalidate a ruling or portions of a ruling.

**Public Decisions & Orders.** All public decisions and orders issued since July 1994 are compiled and available on the Department's web page free of charge at <http://www.tax.newmexico.gov/tax-decisions-orders.aspx>.

*This publication provides general information. It does not constitute a regulation, ruling, or decision issued by the Secretary of the New Mexico Taxation and Revenue Department. The Department is legally bound only by a regulation or a ruling [7-1-60, New Mexico Statutes Annotated, 1978]. In the event of a conflict between FYI and statute, regulation, case law or policy, the information in FYIs is overridden by statutes, regulations and case law. Taxpayers and preparers are responsible for being aware of New Mexico tax laws and rules. Consult the Department directly if you have questions or concerns about information provided in this FYI.*

**FOR FURTHER ASSISTANCE**

For cannabis excise tax questions related to returns, payments, adjustments, abatements or refunds, please contact the Revenue Processing Division, Special Taxes Unit:

Phone 505-827-0764  
Fax 505-827-2526  
Email [other.taxes@state.nm.us](mailto:other.taxes@state.nm.us)

Taxation and Revenue Department  
P.O. Box 25123  
Santa Fe, NM 87504

For other inquiries, please use the contact information below:

Tax District Field Offices and the Department's call center can provide full service and general information about the Department's taxes, taxpayer access point, programs, classes, and forms. Information specific to your filing situation, payment plans and delinquent accounts.

For forms and instructions visit the Department's web site at <http://www.tax.newmexico.gov>

**Call Center Number:**  
**1-866-285-2996**

**If faxing something to a tax district field office, please fax to:**

**TAX DISTRICT FIELD OFFICES****ALBUQUERQUE**

10500 Copper Pointe Avenue NE  
Albuquerque, NM 87123

**Call Center Fax Number:**  
**1-505-841-6327**

**If mailing information to a tax district field office, please mail to:**

**SANTA FE**

Manuel Lujan Sr. Bldg.  
1200 S. St. Francis Dr.  
Santa Fe, NM 87504

Taxation and Revenue Department  
P.O. Box 8575  
Albuquerque, NM 87198-8485

**FARMINGTON**

3501 E. Main St., Suite N  
Farmington, NM 87499

For additional contact information please visit the Department's website at  
<http://www.tax.newmexico.gov/contact-us.aspx>

**LAS CRUCES**

2540 S. El Paseo Bldg. #2  
Las Cruces, NM 88004

**ROSWELL**

400 Pennsylvania Ave., Suite 200  
Roswell, NM 8820

*This information is as accurate as possible as of the date specified on the publication. Subsequent legislation, new state regulations and case law may affect its accuracy. For the latest information please check the Taxation and Revenue Department's web site at [www.tax.newmexico.gov](http://www.tax.newmexico.gov).*

*This publication provides general information. It does not constitute a regulation, ruling, or decision issued by the Secretary of the New Mexico Taxation and Revenue Department. The Department is legally bound only by a regulation or a ruling [7-1-60, New Mexico Statutes Annotated, 1978]. In the event of a conflict between FYI and statute, regulation, case law or policy, the information in FYIs is overridden by statutes, regulations and case law. Taxpayers and preparers are responsible for being aware of New Mexico tax laws and rules. Consult the Department directly if you have questions or concerns about information provided in this FYI.*



**CITY OF RIO COMMUNITIES, NM**  
RESOLUTION 2022 - xx

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

WHEREAS, the City of Rio Communities, NM and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be 186,472.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$139,854.00

and

b. Rio Communities' proportional matching share shall be 25% or \$46,618.00

TOTAL PROJECT COST IS \$186.472.00

The City of Rio Communities shall pay all costs, which exceed the total amount of \$186,472.00.

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

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

The agreement terminates on [December 31, 2023 or June 30, 2023] and the City of Rio Communities incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Rio Communities to enter into [Cooperative Agreement] Agreement Project Number D18851, Control Number HW2-L300288 with the New Mexico Department of Transportation for LGRF Project for year 2021 – 2022 for the pavement rehabilitation/improvements, reconstruction, full construction, drainage improvements, blading & shaping miscellaneous, design, construction management within the control of the City of Rio Communities in Rio Communities/Valencia County, New Mexico.

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF MAY 2022 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

**City of Rio Communities Governing Body**

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Joshua Ramsell,  
Mayor

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Margaret R. Gutjahr, Mayor Pro-tem

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Arthur Apodaca, Councilor

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Lawrence R. Gordon, Councilor

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Jimmie Winters, Councilor

ATTEST:

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Elizabeth F. Adair, Municipal Clerk

Contract No.	<u>D18851</u>
Vendor No.	<u>00000110108</u>
Control No.	<u>HW2-L300288</u>

**FIRSTAMENDMENT TO  
LOCAL GOVERNMENT ROAD FUND  
COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **City of Rio Communities** (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

**RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. **D18851**, on **August 10, 2021**; and,

**Whereas**, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

**Whereas**, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

**Whereas**, the parties agree to modify this Agreement.

**Now, therefore**, the Department and the Public Entity agree as follows:

**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 **December-31-2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

**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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
**City of Rio Communities Clerk**

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

## STATE OF NEW MEXICO AUDIT CONTRACT

### City of Rio Communities

hereinafter referred to as the "Agency," and

### SJT Group LLC

hereinafter referred to as the "Contractor," agree:

**As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.**

#### 1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2022** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule ( Section 2.2.2.1 NMAC *et seq.*).

#### 2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.
- B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.
- D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 7 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

#### 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **\$22,761.62** including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
----------	---------

(1) Financial statement audit	\$15,6	Item 5.
(2) Federal single audit		
(3) Financial statement preparation	\$4,450.00	
(4) Other nonaudit services, such as depreciation schedule updates	\$0.00	
(5) Other (i.e., component units, specifically identified)	\$1,000.00	

Gross Receipts Tax = **\$1,661.62**

Total Compensation = **\$22,761.62** including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor. G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

#### 5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

#### 6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor 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 Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## 7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

## 8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

## 9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

## 10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

## 11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

## 12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report, if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

## 13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

## 14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

## 15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

## 16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

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

21. **EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, 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 Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. **WORKING PAPERS**

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.
- B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Jeremiah Armijo**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. **OTHER PROVISIONS**



**SIGNATURE PAGE**

Item 5.

This Contract is made effective as of the date of the latest signature.

**AGENCY**

**CONTRACTOR**

**City of Rio Communities**

**SJT Group LLC**

PRINTED  
NAME: \_\_\_\_\_  
  
SIGNATURE: \_\_\_\_\_  
  
TITLE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_

PRINTED  
NAME: \_\_\_\_\_  
  
SIGNATURE: \_\_\_\_\_  
  
TITLE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_

**City of Rio Communities**

360 Rio Communities Blvd.  
PO Box 565  
Rio Communities, NM 87002  
505-861-6803  
[www.riocommunities.net](http://www.riocommunities.net)

May 3, 2022

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

Re: 2022-2023 Application for Transportation Project Fund (TPF) funding

Dear Ms. Martinez,

The City of Rio Communities respectfully submits this application for Transportation Project Fund (TPF) funding for the Goodman Avenue Reconstruction Project Phase A. This project will reconstruct the segment of Goodman Avenue from Damon Street to Horner Street which is approximately 0.4 miles long. In addition, a multi-use path will also be included. This request is for the construction and construction management of the specified route. The City will provide the 5% matching funds and does not intend to apply for a waiver. Regarding project schedule, the City is awaiting receipt of FY 2023 Capital Outlay funds to use for the design which will be complete before the FY 2024 TPF call for projects. Therefore, the City is requesting the FY 2023 TPF funds for construction although it may take longer than three months to begin expending the funds. Finally, the project is within locally-owned right-of-way and will not include any Federal funding.

The request package includes the following:

1. Project Feasibility Form
2. Sponsorship Resolution
3. Map of Project Limits
4. Typical Section
5. Preliminary Cost Estimate

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

Sincerely,

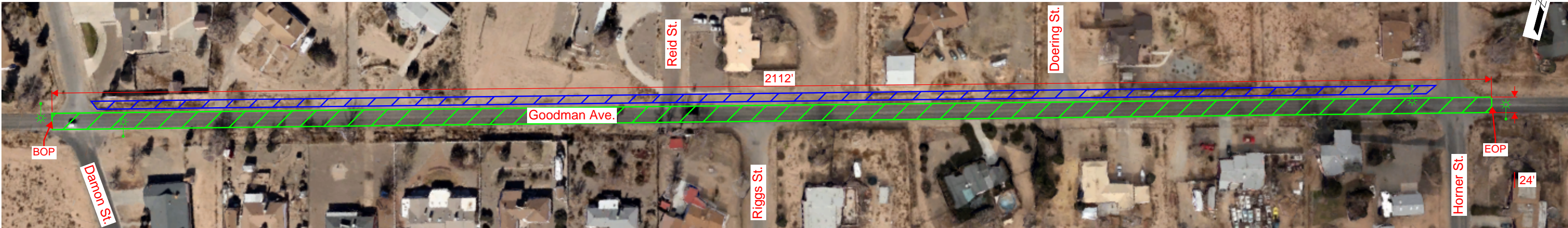
Joshua Ramsell

Mayor





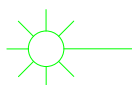
# Goodman Ave. Reconstruction Project Location

Item 6.



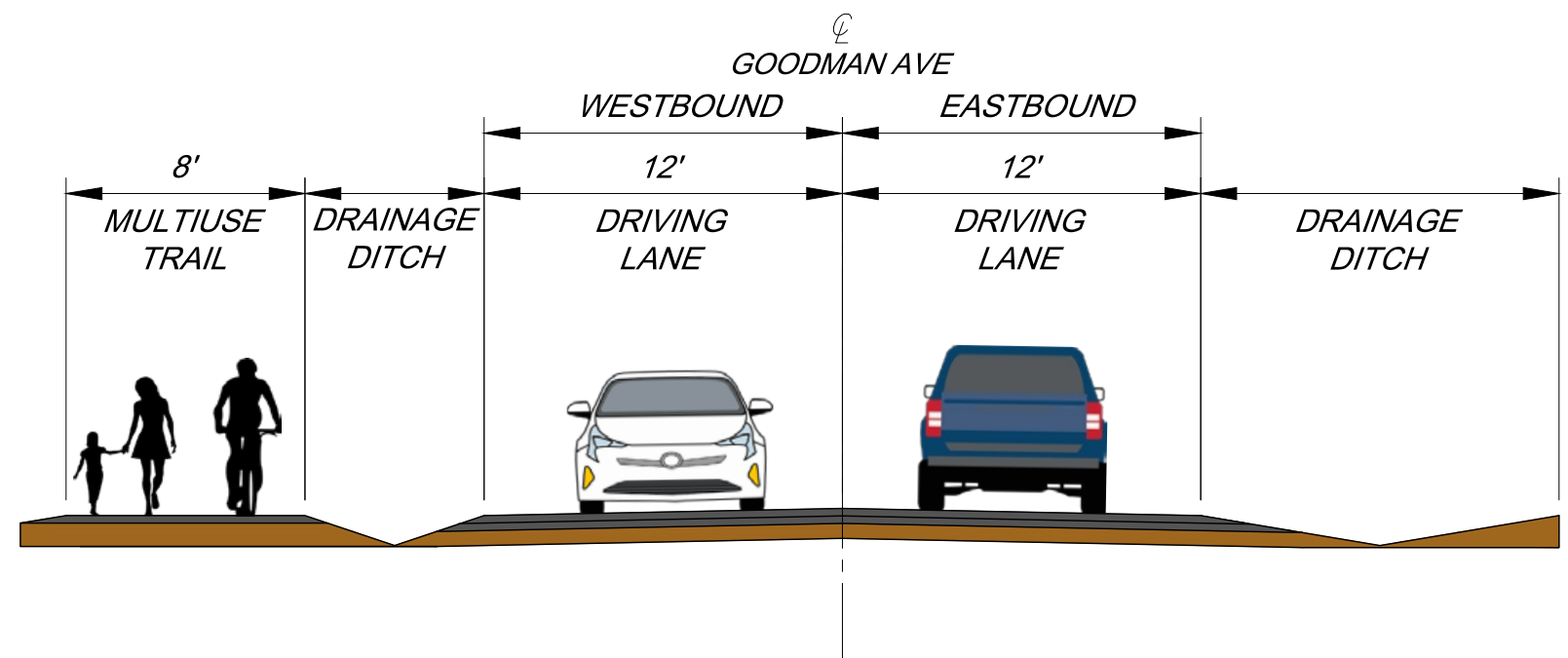
## DETAIL A

### LEGEND

-  ROAD RECONSTRUCTION
-  MULTIUSE TRAIL
-  PROPOSED LUMINAIRE



SEE  
DETAIL A



## PROPOSED TYPICAL SECTION



**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE**  
**Rio Communities: Goodman Ave. Reconstruction**

PROJECT NUMBER:

PREPARED BY: Antonio Nunez  
 DATE PREPARED: 5/3/2022



Item 6.

CATEGORY: ROADWAY

NMDOT ITEM NO.	SHORT DESCRIPTION	UNIT	ESTIMATE QUANTITY	ESTIMATE UNIT PRICE	ESTIMATE AMOUNT
201000	CLEARING AND GRUBBING	LS	1	\$37,000.00	\$37,000.00
207000	SUBGRADE PREPARATION	S.Y.	1,800	\$6.00	\$10,800.00
303000	BASE COURSE	TON	5,500	\$50.00	\$275,000.00
407000	ASPHALT MATERIAL FOR TACK COAT	TON	7	\$1,150.00	\$8,050.00
408100	PRIME COAT MATERIAL	TON	30	\$1,250.00	\$37,500.00
416117	MINOR PAVEMENT TYPE I, WMA SP-IV	TON	5,000	\$150.00	\$750,000.00
570018	18" CULVERT PIPE	L.F.	400	\$125.00	\$50,000.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$10,000.00	\$10,000.00
601110	REMOVAL OF SURFACING	S.Y.	5,400	\$8.50	\$45,900.00
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	1	\$5,000.00	\$5,000.00
621000	MOBILIZATION	LS	1	\$122,000.00	\$122,000.00

SUBTOTAL: \$1,351,250.00  
 CONTINGENCY (30.0%): \$405,375.00  
 SUBTOTAL WITH CONTINGENCY: \$1,756,625.00  
 NMGR TAX @ 7.9375%: \$139,432.11

**ROADWAY SUBTOTAL: \$1,896,057.11**

CATEGORY: CONSTRUCTION ENGINEERING

NMDOT ITEM NO.	SHORT DESCRIPTION	UNIT	ESTIMATE QUANTITY	ESTIMATE UNIT PRICE	ESTIMATE AMOUNT
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$3,000.00	\$3,000.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$37,000.00	\$37,000.00
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$25,000.00	\$25,000.00
802000	POST CONSTRUCTION PLANS	LS	1	\$2,000.00	\$2,000.00

SUBTOTAL: \$67,000.00  
 CONTINGENCY (30.0%): \$20,100.00  
 SUBTOTAL WITH CONTINGENCY: \$87,100.00  
 NMGR TAX @ 7.9375%: \$6,913.56

**CONSTRUCTION ENGINEERING SUBTOTAL: \$94,013.56**

CATEGORY: PERMANENT SIGNING & STRIPING

NMDOT ITEM NO.	SHORT DESCRIPTION	UNIT	ESTIMATE QUANTITY	ESTIMATE UNIT PRICE	ESTIMATE AMOUNT
701000	PANEL SIGNS	S.F.	100	\$25.00	\$2,500.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	110	\$10.00	\$1,100.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	4,224	\$2.50	\$10,560.00

SUBTOTAL: \$14,160.00  
 CONTINGENCY (30.0%): \$4,248.00  
 SUBTOTAL WITH CONTINGENCY: \$18,408.00  
 NMGR TAX @ 7.9375%: \$1,461.14

**PERMANENT SIGNING & STRIPING SUBTOTAL: \$19,869.14**

CATEGORY: LIGHTING

NMDOT ITEM NO.	SHORT DESCRIPTION	UNIT	ESTIMATE QUANTITY	ESTIMATE UNIT PRICE	ESTIMATE AMOUNT
502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	24	\$250.00	\$6,000.00
540060	REINFORCING BARS GRADE 60	LB	600	\$3.00	\$1,800.00
706210	METER PEDESTAL (LIGHTING)	EACH	2	\$8,500.00	\$17,000.00
706350	POWER SERVICE INSTALLATION	LS	2	\$5,000.00	\$10,000.00
707540	TYPE V STANDARD, 40'	EACH	4	\$5,000.00	\$20,000.00
709020	RIGID ELECTRICAL CONDUIT 2" (DIA.)	L.F.	935	\$15.00	\$14,025.00
710000	ELECTRICAL PULL BOX (STANDARD)	EACH	6	\$1,000.00	\$6,000.00
711110	SINGLE CONDUCTOR 10	L.F.	3,105	\$1.50	\$4,657.50
716701	LED ROADWAY LUMINAIRE	EACH	4	\$750.00	\$3,000.00

SUBTOTAL: \$82,482.50  
 CONTINGENCY (30.0%): \$24,744.75  
 SUBTOTAL WITH CONTINGENCY: \$107,227.25  
 NMGR TAX @ 7.9375%: \$8,511.16

**LIGHTING SUBTOTAL: \$115,738.41**

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE**  
**Rio Communities: Goodman Ave. Reconstruction**

PROJECT NUMBER:

PREPARED BY: Antonio Nunez

DATE PREPARED: 5/3/2022

**COST ESTIMATE SUMMARY**



Item 6.

SHORT DESCRIPTION	SUBTOTAL AMOUNT	CONTINGENCY 30%	GR TAX 7.938%	TOTAL AMOUNT
ROADWAY	\$1,351,250.00	\$405,375.00	\$139,432.11	\$1,896,057.11
CONSTRUCTION ENGINEERING	\$67,000.00	\$20,100.00	\$6,913.56	\$94,013.56
PERMANENT SIGNING & STRIPING	\$14,160.00	\$4,248.00	\$1,461.14	\$19,869.14
LIGHTING	\$82,482.50	\$24,744.75	\$8,511.16	\$115,738.41
CONSTRUCTION OBSERVATION	\$75,744.63	\$22,723.39	\$7,815.90	\$106,283.91
<b>TOTAL =</b>	<b>\$1,590,637.13</b>	<b>\$477,191.14</b>	<b>\$164,133.87</b>	<b>\$2,231,962.13</b>

## PROFESSIONAL SERVICES CONTRACT

By and Between:  
**City of Rio Communities**  
 &  
**Robles Rael & Anaya P.C.**

This contract is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Rio Communities, a municipality located and incorporated in the State of New Mexico (hereinafter referred to as “City”) and Robles, Rael & Anaya, P.C., (hereinafter referred to as “Legal Contractor”), a New Mexico Professional Corporation.

WHEREAS, the CITY wishes to retain the legal services of LEGAL CONTRACTOR to act as legal counsel on behalf of the CITY; and

WHEREAS, LEGAL CONTRACTOR agrees to provide such services under the terms and conditions of this professional services contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED UPON by and between the parties that:

1. Scope of Professional Services: LEGAL CONTRACTOR shall perform professional services on an as needed basis, as hereafter stated;
  - A. Provide legal advice and consultations, including the preparation of oral and written opinions to City Officials and Staff.
  - B. Attend City Council Meetings and periodic special meetings and/or workshops when requested.
  - C. Review and draft contracts and other legal documents as assigned.
  - D. Draft and review proposed City Ordinances, policies, rules and regulations.
  - E. Attend court and administrative hearing appearances on behalf of the City and representation of the City in Planning and Zoning, and personnel matters.
  - F. Draft letters and requests for compliance on violations of City ordinances.
  - G. Represent the City in negotiations with other municipalities, governmental agencies, state agencies, or private entities or individuals as assigned.
  - H. Submit a monthly detailed statement with Legal Contractor billing, describing in sufficient detail the professional services for which the City is invoiced.
  - I. Provide legal representation for the City, its political subdivisions, as well as individual councilors and other municipal employees who may be named as parties in

their official capacities in any and all legal actions.

J. Provide other professional legal services and work as assigned.

2. Contract Term: This contract shall be effective from \_\_\_\_\_, 2022 through until July 1, 2022, unless otherwise terminated pursuant to the termination provision herein. This contract shall not be effective until approved by the City Council and signed by the Mayor.
3. Compensation for Professional Services: the CITY shall pay LEGAL CONTRACTOR for all services under this contract an amount not to exceed \$60,000.00 per year, exclusive of New Mexico gross receipts tax, at an hourly and expense reimbursement rates as set out in detail below.

The City shall compensate the LEGAL CONTRACTOR for legal services as described herein at a rate of \$150.00 per attorney hour plus gross receipts tax and \$45.00 per paralegal hour plus gross receipts tax.

Expense Reimbursement: LEGAL CONTRACTOR shall bill the CITY for the actual cost of necessary expenses incurred for depositions, lodging, mileage, food, transcripts and the like. LEGAL CONTRACTOR will bill the CITY and the CITY agrees to pay the actual invoiced cost for photocopies and faxes done by independent contractors.

Travel: LEGAL CONTRACTOR will bill the CITY for actual travel time incurred in travel between LEGAL CONTRACTOR'S office and the CITY Offices or other assigned destinations at the rate described above.

4. Termination: This contract may be terminated at will, by either party, with or without cause, upon thirty (30) days written notice to either party. Written notice shall be hand delivered or by certified mail return receipt requested to the other party. The notice period will begin effective upon the date of receipt of notice. If LEGAL CONTRACTOR terminates the contract, notice of termination shall include LEGAL CONTRACTOR'S final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
5. Status of LEGAL CONTRACTOR: LEGAL CONTRACTOR acknowledges that it is an independent contractor and as such, neither it, its employees, agents or representatives shall be considered employees or agents of the CITY nor shall they be eligible to accrue sick leave, retirement benefits, use of CITY vehicles, or any other benefits provided to CITY employees.
6. Subcontracting: The LEGAL CONTRACTOR shall not subcontract any portion of the services to be performed under this agreement, without the prior written approval of the CITY.

7. Assignment: The LEGAL CONTRACTOR shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this agreement without the prior written approval of the CITY.
8. Attorney's Fees: Should either party to the contract be obligated to seek the enforcement of the terms of this contract through a court of law, the substantially prevailing party as determined by any Judge, mediator, arbitrator or Special Master, shall be entitled to its attorney's fees and costs incurred as a result of the breach of this agreement.
9. Entire Agreement: This agreement represents the entire agreement of the parties and all previous and subsequent oral agreements are incorporated herein. No changes of any kind to the duties of the contractor, the payment schedule by the CITY, or any other matters may be made orally. All such changes must be in writing, and authorized by the City Council and by the LEGAL CONTRACTOR.
10. Taxes-LEGAL CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipt's taxes on all monies paid to it under this contract and that the CITY shall have no liability for payment of such tax. LEGAL CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal Government(s) and/or their agencies for income and self-employment taxes required by law and that the CITY shall have no liability for payment of such taxes or amounts.
11. Indemnification-LEGAL CONTRACTOR agrees to hold harmless the CITY from all personal claims for any injury or death sustained by LEGAL CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
12. Release-LEGAL CONTRACTOR agrees that upon final payment of the amount due under this contract, LEGAL CONTRACTOR releases the CITY from all liabilities, claims and/or obligations whatsoever arising from, or under this contract.
13. Non-Agency-LEGAL CONTRACTOR agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY, unless the LEGAL CONTRACTOR has express written approval from the CITY and then only within the limits of that expressed authority.
14. Confidentiality-Any information learned, given to, or developed by LEGAL CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the CITY.
15. Conflict of Interest-LEGAL CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.



16. Non-Discrimination-LEGAL CONTRACTOR agrees that its, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
17. Amendment-This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
18. Work Product-All work and work product produced under this contract shall be and remain the exclusive property of the CITY and LEGAL CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the CITY, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13-1-123(b), NMSA (1978), as amended shall apply. Further, LEGAL CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the CITY.
19. Scope of Agreement-This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understandings(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
20. Applicable law-This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the CITY. The parties to this agreement acknowledge that the Procurement Code Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

**IN WITNESS HEREOF**, the parties have executed this agreement as of the date first written above.

ROBLES, RAEL & ANAYA, P.C.

---

MARCUS J. RAEL, JR., MANAGING PARTNER

CITY OF RIO COMMUNITIES

---

MAYOR JOSHUA RAMSELL

ATTEST:

---

CITY CLERK

## PROFESSIONAL SERVICES CONTRACT

By and Between:  
**City of Rio Communities**  
 &  
**Robles Rael & Anaya P.C.**

This contract is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Rio Communities, a municipality located and incorporated in the State of New Mexico (hereinafter referred to as “City”) and Robles, Rael & Anaya, P.C., (hereinafter referred to as “Legal Contractor”), a New Mexico Professional Corporation.

WHEREAS, the CITY wishes to retain the legal services of LEGAL CONTRACTOR to act as legal counsel on behalf of the CITY; and

WHEREAS, LEGAL CONTRACTOR agrees to provide such services under the terms and conditions of this professional services contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED UPON by and between the parties that:

1. Scope of Professional Services: LEGAL CONTRACTOR shall perform professional services on an as needed basis, as hereafter stated;
  - A. Provide legal advice and consultations, including the preparation of oral and written opinions to City Officials and Staff.
  - B. Attend City Council Meetings and periodic special meetings and/or workshops when requested.
  - C. Review and draft contracts and other legal documents as assigned.
  - D. Draft and review proposed City Ordinances, policies, rules and regulations.
  - E. Attend court and administrative hearing appearances on behalf of the City and representation of the City in Planning and Zoning, and personnel matters.
  - F. Draft letters and requests for compliance on violations of City ordinances.
  - G. Represent the City in negotiations with other municipalities, governmental agencies, state agencies, or private entities or individuals as assigned.
  - H. Submit a monthly detailed statement with Legal Contractor billing, describing in sufficient detail the professional services for which the City is invoiced.
  - I. Provide legal representation for the City, its political subdivisions, as well as individual councilors and other municipal employees who may be named as parties in

their official capacities in any and all legal actions.

J. Provide other professional legal services and work as assigned.

2. **Contract Term:** This contract shall be effective from \_\_\_\_\_, 2022 through until \_\_\_\_\_, 2023, unless otherwise terminated pursuant to the termination provision herein. This contract shall not be effective until approved by the City Council and signed by the Mayor. At a mutual desire of the parties, this contract may be extended beyond the termination date on a yearly basis for an additional two (2) years. The CITY has determined that this contract term and the extensions will serve the best interests of the CITY.
3. **Compensation for Professional Services:** the CITY shall pay LEGAL CONTRACTOR for all services under this contract an amount not to exceed \$60,000.00 per year, inclusive of New Mexico gross receipts tax, at an hourly and expense reimbursement rates as set out in detail below.

Following July 1, 2022, The City shall compensate the LEGAL CONTRACTOR for legal services as described herein at a rate of \$175.00 per attorney hour plus gross receipts tax and \$60.00 per paralegal hour plus gross receipts tax.

**Expense Reimbursement:** LEGAL CONTRACTOR shall bill the CITY for the actual cost of necessary expenses incurred for depositions, lodging, mileage, food, transcripts and the like. LEGAL CONTRACTOR will bill the CITY and the CITY agrees to pay the actual invoiced cost for photocopies and faxes done by independent contractors.

**Travel:** LEGAL CONTRACTOR will bill the CITY for actual travel time incurred in travel between LEGAL CONTRACTOR'S office and the CITY Offices or other assigned destinations at a rate described above.

4. **Termination:** This contract may be terminated at will, by either party, with or without cause, upon thirty (30) days written notice to either party. Written notice shall be hand delivered or by certified mail return receipt requested to the other party. The notice period will begin effective upon the date of receipt of notice. If LEGAL CONTRACTOR terminates the contract, notice of termination shall include LEGAL CONTRACTOR'S final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
5. **Status of LEGAL CONTRACTOR:** LEGAL CONTRACTOR acknowledges that it is an independent contractor and as such, neither it, its employees, agents or representatives shall be considered employees or agents of the CITY nor shall they be eligible to accrue sick leave, retirement benefits, use of CITY vehicles, or any other benefits provided to CITY employees.
6. **Subcontracting:** The LEGAL CONTRACTOR shall not subcontract any portion of the

services to be performed under this agreement, without the prior written approval of the CITY.

7. Assignment: The LEGAL CONTRACTOR shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this agreement without the prior written approval of the CITY.
8. Attorney's Fees: Should either party to the contract be obligated to seek the enforcement of the terms of this contract through a court of law, the substantially prevailing party as determined by any Judge, mediator, arbitrator or Special Master, shall be entitled to its attorney's fees and costs incurred as a result of the breach of this agreement.
9. Entire Agreement: This agreement represents the entire agreement of the parties and all previous and subsequent oral agreements are incorporated herein. No changes of any kind to the duties of the contractor, the payment schedule by the CITY, or any other matters may be made orally. All such changes must be in writing, and authorized by the City Council and by the LEGAL CONTRACTOR.
10. Taxes-LEGAL CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipt's taxes on all monies paid to it under this contract and that the CITY shall have no liability for payment of such tax. LEGAL CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal Government(s) and/or their agencies for income and self-employment taxes required by law and that the CITY shall have no liability for payment of such taxes or amounts.
11. Indemnification-LEGAL CONTRACTOR agrees to hold harmless the CITY from all personal claims for any injury or death sustained by LEGAL CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
12. Release-LEGAL CONTRACTOR agrees that upon final payment of the amount due under this contract, LEGAL CONTRACTOR releases the CITY from all liabilities, claims and/or obligations whatsoever arising from, or under this contract.
13. Non-Agency-LEGAL CONTRACTOR agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY, unless the LEGAL CONTRACTOR has express written approval from the CITY and then only within the limits of that expressed authority.
14. Confidentiality-Any information learned, given to, or developed by LEGAL CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the CITY.
15. Conflict of Interest-LEGAL CONTRACTOR warrants that it presently has no interest or

conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.

16. Non-Discrimination-LEGAL CONTRACTOR agrees that its, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
17. Amendment-This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
18. Work Product-All work and work product produced under this contract shall be and remain the exclusive property of the CITY and LEGAL CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the CITY, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13-1-123(b), NMSA (1978), as amended shall apply. Further, LEGAL CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the CITY.
19. Scope of Agreement-This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understandings(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
20. Applicable law-This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the CITY. The parties to this agreement acknowledge that the Procurement Code Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

**IN WITNESS HEREOF**, the parties have executed this agreement as of the date first written above.

ROBLES, RAEL & ANAYA, P.C.

\_\_\_\_\_  
MARCUS J. RAEL, JR., MANAGING PARTNER

CITY OF RIO COMMUNITIES

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MAYOR JOSHUA RAMSELL

ATTEST:

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CITY CLERK

**STATE OF NEW MEXICO  
CITY OF RIO COMMUNITIES  
RESOLUTION 2022 – (10)**

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

1. That a dangerous building located at 105 Diamante Pl., Rio Communities, New Mexico (hereinafter “Subject Property”) has excessive debris, refuse, trash and other items that constitute a safety and health hazard.
2. That the safety and health and debris located within the Subject Property is a menace to the public comfort, health, safety, and wellness of the City of Rio Communities and its citizens.

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

- A. The City will remove such ruins, rubbish, wreckage, or debris within the Subject Property at the cost and expense of the Property Owner. The cost of such removal shall be payable in full. Failure to pay within 30 days of billing shall result in a lien against the Subject Property that shall be subject to foreclosure in the manner provided by law.
- B. Should the Property Owner object to the City’s removal of such burnt down building, rubbish, wreckage or debris within the Subject Property, the Property Owner shall file a written objection within ten (10) days of the posting and publishing of this resolution to the City Clerk requesting a hearing upon this resolution before the City Council of the City of Rio Communities.
- C. If the Property Owner or his/her agents in charge of the Subject Property file a written objection with the City Council within the time frame described above, the City shall fix a date for hearing upon this resolution and all objections thereto presented by the Subject Property Owner or his/her agents and at such hearing shall determine if the resolution should be enforced or rescinded.
- D. The City’s Compliance Officer is hereby directed to serve a copy of this resolution upon the owners, occupants, or agents in charge of the Subject Property. In the event the owners, occupants, or agents in charge of the Subject Property cannot be served personally within the municipality, the City’s Compliance Officer shall post a copy of this resolution upon the premise of the Subject Property and publish a copy of this resolution one time in a newspaper of general circulation in the City of Rio Communities.



PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF MAY 2022 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

**City of Rio Communities Governing Body**

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

\_\_\_\_\_  
Margaret R. Gutjahr,  
Mayor Pro-tem

\_\_\_\_\_  
Arthur Apodaca,  
Councilor

\_\_\_\_\_  
Lawrence R. Gordon,  
Councilor

\_\_\_\_\_  
Jimmie Winters,  
Councilor

ATTEST:

\_\_\_\_\_  
Elizabeth F. Adair,  
Municipal Clerk



### EXPERIENCE OUR GREAT INVESTMENT OPPORTUNITIES!!!

#### RIO COMMUNITIES ECONOMIC DEVELOPMENT

If you are a new, expanding, relocating and expanding business, our Economic Development Commission and our elected government officials are ready to help you become successful and prosper. From site election and incentives to attract business funding and management support, our municipality is ready to discuss how to launch your business.

#### STATE-WIDE ECONOMIC DEVELOPMENT PARTNERSHIPS

The City of Rio Communities has great communication and works closely with the Albuquerque Regional Economic Alliance (AREA), the New Mexico Partnership and the State of New Mexico Economic Development towards business recruitment of Economic based companies.

#### OUR MARKETING EFFORTS

The City of Rio Communities has an aggressive marketing and recruiting plan to attract businesses. Through business announcements and press releases to the media and with a stand lone Economic Development Website and utilizing social media the City of Rio Communities is poised for Endless Opportunities!

#### OUR ECONOMIC DEVELOPMENT INCENTIVES

The state of New Mexico offers some of the most aggressive economic development incentives in the State of New Mexico to attract businesses. Further, the City of Rio Communities has created local incentives to make our community more competitive to attract new businesses.

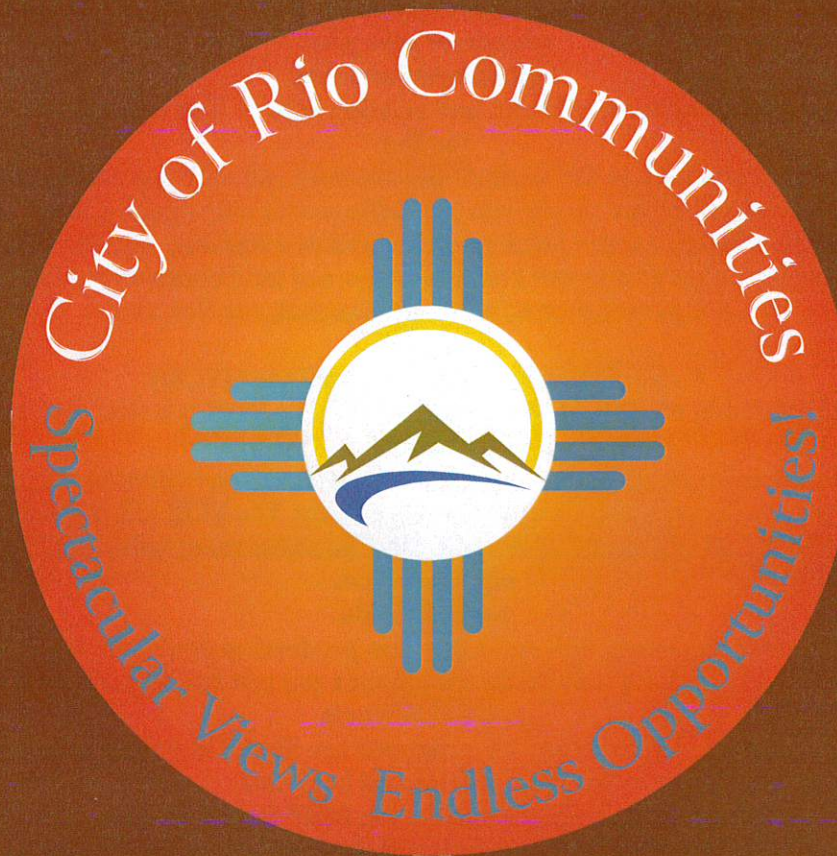
#### State

- Jon Training Incentive Program
- High Wage job Credit
- Industrial Revenue Bonds (IRB)
- Rural jobs Tax Credit
- Manufacturers Investment Tax Credit
- Local Economic Development Act (LEDA)
- (Gap Funding)
- Local Economic Development Act (LEDA) for retail attraction.

#### Local

- Impact Fee Deferral Program
- Water /Sewer Installation Program
- Fee Reduction and Waivers.
- Site Access Road Improvements

\* Not available for Retail Sector



The City of Rio Communities

480 Rio Communities Blvd

(505) 861-6803 (Office)

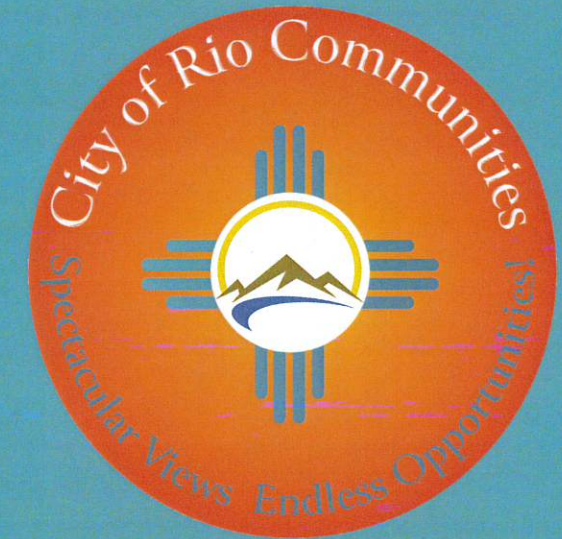
(505) 362-3193 ( cell)

[riocommunitiesedc.net](http://riocommunitiesedc.net)

**BE PART OF ENDLESS OPPORTUNITIES!**

# RIO COMMUNITIES, NEW MEXICO

## SPECTACULAR VIEWS, ENDLESS OPPORTUNITIES





# Why Rio Communities?

If you want to start, expand or relocate your business, the City of Rio Communities will help your business succeed and prosper. From site selection to local and state economic development incentives offered to businesses, Rio Communities is poised for endless opportunities. The City of Rio Communities has plenty of space being mostly in an Opportunity Zone, Rio Communities with its progressive government body is business friendly and will set down with prospective businesses so they can become successful!

## Quality of Life

- The City of Rio Communities embraces long term, history, culture, traditions with its Spectacular Views!
- Creating a safe growing community with various affordable housing options close to many state-wide attractions in the State of New Mexico.

## New Mexico

New Mexico offers a multiple of cultural, historical and outdoor attractions, including historic plazas and pueblos, national parks, skiing and the International Balloon Plaza.

## Proximity to Albuquerque

Rio Communities is located east of Interstate 25, just 30 miles south of the Albuquerque Sunport (Airport) and the Albuquerque MSA 900,000 population.

"Rio Communities is a rising star in the State of New Mexico community comprising of a stable, safe and thriving community. Rio Communities is surrounded by prime real estate making it a desirable location for development. With the support of our progressive governing body, our city is dedicated to ensuring the needs of the community by building a strong foundation for economic success"

Mayor Josh Ramsell, City of Rio Communities

### Economic Development Sectors

Rio Communities is proactively recruiting the below targeted Economic Development sectors. Our goal is to develop these economic development clusters that align with our community assets and generate high income, economic base jobs.

#### Light Manufacturing

Rio Communities has an adjacent and existing base of light manufacturing in the Rio

Grande Business Park to the south of the city with rail access to move cargo in out of the business park along with available resources, capacity, land, infrastructure, transportation, logistics and workforce training. The Rio Grande Business Park containing over 200 acres of vacant land contains the following companies such as Aristech, Clariant, Air Nov and Mesa Oil.

#### Valencia County Business Incubator (VCBI)

Headquartered in the City of Rio Communities. The VCBI is a vital resource for start-up

businesses in Valencia County. The VCBI will attract innovative start-up businesses to be located and stay in Valencia County. The VCBI offers resources such as financial assistance, business space, business mentorship and marketing assistance.

#### Digital Media

New Mexico is one of top film and television production centers in the U.S with the state making digital medial development a top priority on campuses such as UNM Valencia

Campus. A lot of movies and TV programs are filmed in Valencia County.

#### Transportation and Logistics

Easy established access to Interstate 25, the BNSF facility in Belen, the Certified BNSF Rail Park in Los Lunas and the New Mexico Rail Runner.

Access. The City of Rio Communities is well positioned to support other companies to

expand their manufacturing, warehousing, industrial and logistics operations.

#### Education

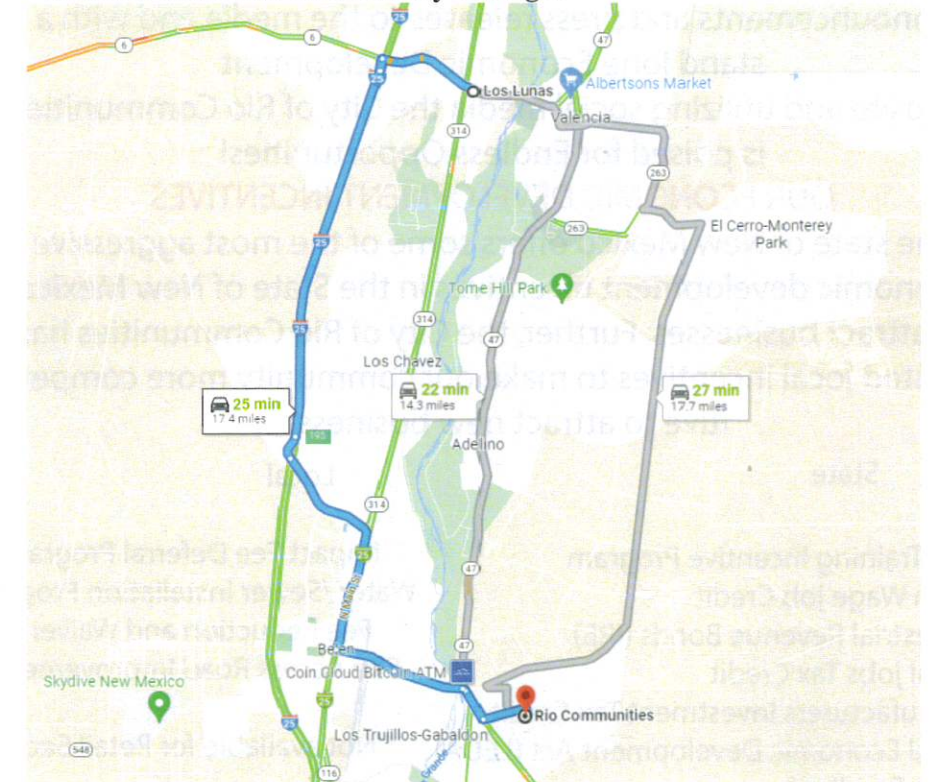
UNM Valencia Campus, the New UNM Workforce Campus (Los Lunas) with a concentration on the trades, UNM Main Campus (Albuquerque) New Mexico Tech (Socorro), Central New Mexico Community College CNM (Albuquerque), Los Lunas High School, Belen High School and the School Academy (SODA).

#### Retail

The City of Rio Communities goal is to build a thriving retail business sector. With an average daily traffic count on Highway 47 of 11,600 vehicles, Highway 304 of 12,800 vehicles and interstate 25 to the west of 50,000 vehicles the City of Rio Communities is an emerging location for retail businesses that is seeking high visibility. The retail target area is 62,000 people including Belen, Socorro, Mountainair, the unincorporated areas of Valencia County (population 82,000) and the City of Rio Communities (pop 5,700)

## At A Glance

- Population: 4,779
- Immediate Trade Area: 65,195
- Valencia County Pop: 85,000
- Albuquerque MSA: 900,000 people
- Opportunity Zone: Over 90% of the parcels in the municipality.
- Land: 3,250 acres with infrastructure
- Traffic Counts 12,800 NM 309 /Reinken East
- Traffic Counts: 11,600 Hwy 47 /Monzano South
- Traffic Counts: 3600 Hwy 304
- Interstate 25: 50,000 average daily north/south vehicles
- Airport: Albuquerque International Sunport
- Rail Transportation: BNSF Central New Mexico Rail Park and BNSF Depot in Belen.
- Commuter Rail: New Mexico Rail Runner Express (to Albuquerque and Santa Fe)
- Education: UNM Valencia Campus, UNM Workforce Campus-Los Lunas, UNM Main Campus-Albuquerque, New Mexico Tech - Socorro and CNM Community College.



The City of Rio Communities works hard to help residents and business owners become successful!







# Why Rio Communities?

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- Interstate 25: 50,000 average daily north/south vehicles
- Airport: Albuquerque International Sunport
- Rail Transportation: Rio Grande business park within opportunity zone and foreign trade zone
- Commuter Rail: New Mexico Rail Runner Express (to Albuquerque and Santa Fe)
- Education: UNM Valencia Campus, UNM Workforce Campus-Los Lunas, UNM Main Campus-Albuquerque, New Mexico Tech - Socorro and CNM Community College.

## The City of Rio Communities

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riocommunitiesdc.net

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