



City of Rio Communities Council Regular Business Meeting

City Council Chambers - 360 Rio Communities Blvd

Rio Communities, NM 87002

Monday, May 23, 2022 6:00 PM

Agenda

Please silence all electronic devices.

Mayor - Joshua Ramsell

Mayor Pro Tem - Margaret R. Gutjahr

Council - Arthur Apodaca, Lawrence R. Gordon, Jimmie Winters

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

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. City Council Workshop & Regular Business Meeting Minutes (05/09/2022)

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 4:45 PM on Monday, May 23, 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. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

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

2. a) Fire Fuels Mitigation
- b) Summer Youth Programs
- c) Planning for Grand Opening of the Library & Maker Space

Action Items

3. Discussion, Consideration, and Decision – Approval of Accounts Payable
4. Discussion, Consideration, and Decision – Resolution 2022 - XX NMDOT FTP Grant
5. Discussion, Consideration, and Decision – Resolution 2022 - XX Dangerous property
6. Discussion, Consideration, and Decision – Resolution 2022 - XX Dangerous property
7. Discussion, Consideration, and Decision – Library Policy
8. Discussion, Consideration, and Decision – MOA Rio Communities Sheriff
9. Discussion, Consideration, and Decision – PGV Proposal of contingency services

Council Discussion

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

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

Action Items - Consideration & Decision – Mayor recommendation regarding the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)

Adjourn

Council may be attending the Soft opening of the New Rio Communities Public Library May 21 1:00 pm – 3:00 pm in Rio Communities NM, the VSWCD a day of envisioning May 21, 10 am - 2 pm at the Rio Abajo Conservation Area, the VALEO Meeting held in Belen NM at Eagle Park @ Veterans Memorial Center on May 24 starting 6:00 pm, the Public Taskforce meeting held virtual in Rio Communities NM on May 31 and Economic Development Priorities Meeting held virtual in Rio Communities NM on June 1 starting 6:00 pm, the the starting 6:00 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.



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

Please silence all electronic devices.

Call to Order

- Mayor Joshua Ramsell called the regular workshop to order at 3:04 pm.

Attendees

- PRESENT: Mayor Joshua Ramsell, Mayor Pro-tem Margaret R. Gutjahr, Councilor Arthur Apodaca, Councilor Lawrence Gordon, Councilor Jimmie Winters.
 - City Manager Dr. Martin Moore, Municipal Clerk Elizabeth Adair, Finance Officer Stephanie Finch, Accounting Specialist Angela Valadez, Finance Clerk Renee Adams, Fire Chief Andrew Tabot, City Attorney Chris DeFillippo, Economic Development Consultant Ralph Mims.

Presentations

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

- ❖ Mr. Frederick Esters introduced himself as well as PGV advisor Sam Datta and informed council that Mr. Datta has over 300 employees all over several states who have helped municipalities.
- ❖ Mr. Sam Datta said about 6 - 8 weeks ago they started having discussions with Dr. Moore and Mayor Ramsell about the needs for the community, he then began his presentation on 'What a Thriving Community Look Like?' and gave an in-depth look into the meanings of each play by play.
- ❖ Mr. Datta continued with the presentation activities (roots) which support a thriving community such as Affordable Green Housing, Reviewing Municipal Policies, Encourage Job Programs, Real Estate for Small Business. He continued with "What are investors looking for?".
- ❖ Mr. Datta explained how they work with municipalities such as bringing in grant writers, housing and step by step strategies to move forward.
- ❖ Councilor Apodaca asked what would be the basic requirements that the city would need to be able to partner with your company.
- ❖ Mr. Datta explained this is a contingent base and they have not come to an agreement on the process.
- ❖ Councilor Apodaca asked but is there anything tangible that you can point out as basic requirements.
- ❖ Mr. Datta further explained we must look into what grants you have applied for, what has the city already done, because you don't want duplicates and want the investors you already have to collaborate with our business. He further explained that once he gets all this information, he needs then he can come up with a plan.
- ❖ Mr. Mims explained an IRB, which defer taxes up to 30 years, and told Mr. Datta to get a copy of the book because it has a lot of good incentives that the state has to offer.
- ❖ Mr. Datta explained for new homeowners you can get 1.25% with no down payment through USDA.
- ❖ Mr. Mims asked if we can get the realtors to advertise the 1.25% from the USDA.
- ❖ Councilor Apodaca said we as a community are really interested in economic development which is our big push right now, so this is exciting to see.

- ❖ Mr. Mims asked if there is money out there for public safety.
- ❖ Mr. Datta said yes there is, and continued by saying people equal power, the more people you have the more power you have, this led into a discussion.

Accounts payable report

- Finance Clerk Renee Adams began going over the bill list; Amazon in the amount of \$679.98; Maloy Mobile Storage in the amount of \$1,340.58; Sharp in the amount of \$515.70; Sandra Schauer in the amount of \$3,698.79; Animal Control in the amount of \$3,282.30; ULINE, INC in the amount of \$1,944.39; 2 accounts for Home Depot in the amount of \$4,358.11; Ralph T. Barnes in the amount of \$1,365.00, Woodlands in the amount of \$775.31; ULINE, INC in the amount of \$4,242.29; Code 3 Service in the amount of \$5,923.66; TLC Uniforms in the amount of \$2,990.25; Amazon in the amount of \$1,897.12; 2 accounts for TLC Plumbing in the amount of \$2,714.31; Verizon in the amount of \$2,225.52; PNM in the amount of \$882.72; WEX Bank in the amount of \$2,561.19; Amazon in the amount of \$818.04; 8 accounts for UniqueFleet, LLC in the amount of \$10,373.61; 2 accounts for Quill in the amount of \$2,155.96; Amazon in the amount of \$4,331.05; Quill in the amount of \$1,213.99; Carpet Warehouse in the amount of \$1,055.00; Sego Insulations in the amount of \$9,800.00; Home Depot in the amount of \$845.76.
- Councilor Gutjahr asked about the VOIP if that was a monthly fee.
- Finance Officer Finch said yes, and we had added phones so that's for the system and gotten rid of other expenses but have added cell phones and iPads under Verizon for the Fire Department.
- Finance Clerk Adams and continued with her report starting with, Sandra Schauer.
- Councilor Gutjahr asked about the animal control and asked why they charged twice.
- Finance Clerk Adams said we had 57 days for 21 animals at \$50 a day, then we had 14.1 hours of case activity at \$30.00 per day.
- Councilor Gutjahr asked about the uniforms for the Fire Department is this ongoing or as new people come in.
- Fire Chief explained this is as new people come in, but we are very tough on what we wear, but the shirts will last about 2 months before needing new shirts. He also explained that they are going to start wearing class B uniforms, which is lined with an extra layer of material for the firefighters protection.
- Councilor Gutjahr asked is the preventive maintenance on the vehicles a routine check or is there going to be a waiting period.
- Fire Chief Tabet explained usually every six months, but due to the fires we've had locally we had maintenance for them to be ready when the next fire happens.
- Councilor Apodaca asked for the Home Depot charge of \$845.76, what was the description since it was for the first phase of the remodel.
- Finance Clerk Adams said it was for the range in the kitchen.

Approval of FY 2023 Interim Budget

- Finance Officer Stephanie Finch asked if anyone had questions for the budget presentation.
- No questions or comments from Council.

Resolution 2022 - XX Time Extension and CO-OP Contract Funding to NM DOT

- Manager Dr. Moore began a discussion and informed Council he has talked with the finance office, the NMDOT as well as Homeland Security and their legal council as well. He told Council he talked to them about where will the grant money go to and who gets to spend what percentage of the money on what.

- Manager Dr. Moore continued by saying the recommendation from Mr. Peter Kobiak, from the Department of Transportation, to request now instead of waiting so we are not in the middle of the project and end up at risk of running out of funds. He continued by saying the resolution will allow to be able to bump it back 2023.

Approval of Fiscal Year 2022 Audit Contract between the City of Rio Communities and SJT Group LLC

- Finance Officer Finch explained this is a regular audit contract that we have to use with the state auditor's office and explained this is our 3rd year and next year will be going out for bids. She continued by explaining that she has already been in contact and has scheduled for mid-August for them to come in the office.

NMDOT Feasibility Project FTP Grant Application

- Manager Dr. Moore said the FDP Grant Application is the project that typically requires 5% match which is significantly more money than the last time we have applied for this grant.
- Mr. Antonio from HDR began by saying this project is a big step for Rio Communities, and stated the roads have seen better days and the best way to fix the roads is to do a full reconstruction as well as adding a 'multi-use path' which can be used for pedestrians, bicycles, etc. He furthered by saying his recommendation is for the City to apply for the FPT grant since funds are very short and because of the price of oil increased the new estimate is high but it can change again if the market changes.
- Manager Dr. Moore explained with a 5% match it would be approximately \$116k if the project would fall
- Mr. Antonio said talking with Mr. Kobiak this would be the best grant to go after since the match is so low, but the project can always be complete in phases.
- Manager Dr. Moore said this is a collective road so the roads would be about 5 inches of asphalt instead of the ½ inch we have now a total reconstruction of the base. He further explained that this is step one of two possibly three parts to be able to apply for this grant.
- Councilor Gutjahr asked why are we starting at Damon, is it because the intersection from 47 is DOT.
- Manager Dr. Moore said the road is not aligned with Rio Communities Way and 47 they are offset. He continued by saying this is a strong recommendation buy our engineer that we leave that particular piece of road separate for another project.
- Councilor Gutjahr asked if money is the reason we are not extending the road.
- Manager Dr. Moore said yes that is correct.
- Councilor Gutjahr said due to the roads in question being done around 2015, 2016 residents might ask why are we doing these roads instead.
- Manager Dr. Moore explained that the condition of the road is in very bad shape, and Horner from Hwy 47, to Hillandale and Manzano is part of another grant we have applied for for a total design which is called a rural arterial road. He further explained the plan initially is to have transportation for everyone in the community and making sure safety is enhanced and continued with the discussion.
- Councilor Gutjahr asked if this is sort of a template to look at roads an for the roads to have a sides for people to have an area to walk and bike, so when people see this they can see what will be coming in the future and continued with the discussion.
- Councilor Apodaca asked if the walking path would include curb and sidewalk.

- Mr. Antonio said it is better off with roadside ditches instead of curb and gutter which the gutter can be a safety issue for the residents and by using a multi-use trail instead of a sidewalk it will be more beneficial.
- Councilor Apodaca asked what is the surface made out of and how long will the trail last.
- Mr. Antonio explained it is made of 3 inches of asphalt and if the trail is well maintained then it can last about 10 to 15 years.
- Councilor Winters said in response to the previous road work on Goodman, it was a chip and seal type of work which only last 5 to 7 years, so he thinks its time for a change.

City Attorney Contract

- City Attorney DeFillipo began to explain the 2 contracts and started to explain each one. He said the first contract is a gap contract that will last till the end of the fiscal year and will be non-flat fee which is \$150 per hour per attorney, and the second contract is as stated a one-year term up to \$60k at \$175 per hour for attorney and \$60 per hour for paralegals.
- Manager Dr. Moore said we defiantly recommend the GAP contract and he then said that he has talked with the Finance Officer and Procurement Officer, and they agreed upon going out for an RFP on a permanent contact and confident that would be accomplished before bridge contract ran out.
- Councilor Gutjahr asked why are we going out for a new contract if its 10th year is next year.
- Manager Dr. Moore explained you are looking at when the first purchase order was sent out in 2013, also with the regulation right now if you are not an exception, they are encouraging RFPs after 4 years, this started a discussion.
- Councilor Gutjahr said it has changed a lot since our last meeting.
- Manager Dr. Moore said it actually changed since this afternoon when the new section of the state law was placed on my desk.

Resolution 2022 - XX Dangerous property

- Fire Chief Tabet began to explain that this piece of property looks like a hoarder house and both in fire and in health he recommends to have it cleaned for the residents surrounding it. He continued by saying that the building doesn't look like its not in structural sound and the fire danger is real, with animal feces and trash all over the property.
- Councilor Winters asked for future it would be nice to have picture evidence for city records.
- Municipal Clerk Adair said that this property has been to court several times so the court may have pictures as well.
- Councilor Apodaca asked what is the next step.
- Fire Chief Tabet began to explain instead of going to court he would like to have council deem the property as dangerous and then he would work with the city manager and public works to see what they can do to resolve the issue.
- Councilor Apodaca said would we have to hire a company to go clean the property and force the owner to pay.
- Fire Chief Tabet said yes unfortunately, if it has to go that far.
- City Attorney DeFilippo explained that according to your ordinance if a property is deemed a dangerous property what is next would be something called clean and lien and the way you can get the money back is by having a lien on the property but wouldn't be a direct payment from the homeowner. He continued by saying the only question would be if the city can collect on the lien at any point and will get the direct payment if the property is foreclosed on.

- Councilor Gutjahr said she noticed that the County is doing a lot with nuisance homes and building and noticed they are publishing them in the paper.

Personnel Policy draft

- Manager Dr. Moore began a discussion on the work that the law firm putting together the draft document and he said he encourages council to read the document and come up with any questions or comments
- Councilor Gutjahr said we should dedicate a large amount of time for this because 1 ½ hours is not enough time.
- City Attorney DeFillipo said he feels this is a strongly finished form and he feels confident that the document is structurally sound.

Public Comments

- Mayor Ramsell read into the minutes an email from Tommy Westmoreland at 459 Goddard Court, Dr. Moore, Please tell me about American Rescue Act money. What are we allowed to spend it for? The last I heard Santa Fe had not put out any guidance on what the money could be used for. Is that true? The Tillery building is being torn apart by the high winds. Insulation is all over the right of way on the North side of Manzano Parkway. I did see one homeless person come out of the building last week. Is there a time frame for its demolition? In addition to the Interim Fire chief, what are the names of the other two code enforcement officers? Looking forward to missing signs and bent signs being replaced or repaired. The two parks need to be brought in compliance with city ordinances as they are a continuing eyesore.
- No other public comments.

Manager Report

a) Supermarket letter

- Manager Dr. Moore began a discussion regarding the draft supermarket letter as Mr. Mims has been talking to investors and the letter is a way for us to get grocery stores or supermarkets attention to bring them to Rio Communities. He continued by saying that he hopes this brings in many types of services that can benefit Rio Communities.

b) Economic Development events

- Manager Dr. Moore began a discussion stating that the Valencia County Incubators have sponsored ribbon cutting events and he said there are about 3 taking place around the city and he continued by saying this is great to show we aren't just sitting here talking about change that change is taking place in Rio Communities.
- Manager Dr. Moore said he did include in the agenda the brochure and placards to be handed out at trade shows and continued by letting Council know that Belen Public Schools asked if Council, or himself will be attending the graduation.

Council General Discussion & Future Agenda Items

- Councilor Apodaca said he had an idea a couple of places in the City that are noticeable, as the sign that says, "Welcome to the City of Rio Communities" maybe adding something to the sign to dress it up or make it look more attractive. He then said the location by the triangle shaped wall with a flagpole and on windy days all you see is the cord hanging and its starting to be an eyesore, he suggested putting a fresh coat of paint and maybe calling it a Veterans Memorial and make it all inclusive and figure out a way to add a permanent flag and a light.
- Councilor Gutjahr said that is conversation with DOT and had not comments.

- Councilor Gordon said a couple of weeks ago when talking with the Finance Officer and The City Manager, he asked what could we do to get a Police Department and they explained to me that we don't have enough funds in having a 5-man team and a Chief. He continued by saying maybe we can have a Chief and a 2-man team in the future.
- Manager Dr. Moore said they have ran some budget numbers just in case this discussion was to come up but will encourage the appropriate format to be able to have that kind of discussion.
- Councilor Apodaca said for businesses they are going to be looking at it public safety and its a very big factor to consider if they want to invest in the city or not.
- Councilor Winters nothing tonight.

Adjourn

- City Council adjourned at 4:56 pm.

Respectfully submitted,

 Elizabeth F. Adair, Municipal Clerk
 (Transcribed by Cheyenne Sullivan, Assistant Clerk)

Date: _____

Approved:

 Joshua Ramsell,
 Mayor

 Margaret R. Gutjahr,
 Mayor Pro-tem/Councilor

 Arthur Apodaca,
 Councilor

 Lawrence R. Gordon,
 Councilor

 Jimmie Winters,
 Councilor



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, May 09, 2022 6:00 PM
Minutes

Please silence all electronic devices.

Call to Order

- Mayor Joshua Ramsell called to order the regular business meeting at 6:00 pm.

Pledge of Allegiance

- Arthur Apodaca led the Pledge of Allegiance.

Roll Call

- PRESENT: Mayor Joshua Ramsell, Mayor Pro-tem Margaret R. Gutjahr (arrived at 6:10 pm), Councilor Arthur Apodaca, Councilor Lawrence Gordon, (virtual) Councilor Jimmie Winters
 - City Manager Dr. Martin Moore, Municipal Clerk Elizabeth Adair, Finance Officer Stephanie Finch, Accounting Specialist Angela Valadez, Fire Chief Andrew Tabet, Valencia County News-bulletin Editor Clara Garcia.

Approval of Agenda

- Motion made by Councilor Gordon to approve the agenda as written. Seconded by Councilor Apodaca. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote the agenda for the regular business meeting was approved as presented.

Approval of Minutes for the City Council Workshop & Regular Business Meeting (04/25/2022)

- Motion made by Councilor Apodaca to approve the workshop and regular business minutes as written. Seconded by Councilor Gordon. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote the minutes for the workshop and regular business meeting held on April 25, 2022 were approved as written.

Appointment of P&Z member

- Mayor Ramsell stated Mr. Ralph Fernandez is here to answer any questions you might have for him and including in the packets is his resume to become a member of the Planning and Zoning Committee.
- Councilor Apodaca thanked Mr. Fernandez for volunteering with the city and also stated Mr. Fernandez will be a real asset for the community.
- Councilor Gordon said thank you and he is glad Mr. Fernandez will be helping on projects.
- Motion made by Councilor Apodaca to approve the appointment of Mr. Ralph Fernandez to the Planning and Zoning Commission. Seconded by Councilor Winters. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council approved the appointment of Ralph Fernandez to the Planning and Zoning Commission.

Swearing in of the Planning and Zoning member

- Municipal Clerk Adair administered the Oath of office to Mr. Ralph Fernandez as the Planning and Zoning Commission.

Public Comment

- Mr Hautzinger said they are continuing the efforts in improving what we can since the Big Hole Fire hit 900 acres and 3/4 of Whitfield was lost beautiful 100-year-old cottonwood trees. He continued by saying he wants to continue partnering with the city and invited Council to do a walk about, then also invited Council to the May 21st session to come and support Whitfield.
- Councilor Gordon asked how the cleanup is coming along.
- Mr. Hautzinger said the understory is invasive and the overstory is the cottonwood trees, which can grow to be 100 years old and trying to come up with a plan to keep them properly managed. He continued by saying no matter if he fixes the damage from the fire there are still going to be setbacks that he must figure out but informed Council within the next month or so he will be bringing paperwork and asking for support for a fire solution.
- Mr. Albert Orientos, moved here in October, questions and concerns about where he lives, had neighbors come to his house stating there was theft such as a boat, a car, as well as street cones and chain from his front lawn. He then said he does not want to live with riff raft or traffic, and he began to state other problems that were of concern such as the streetlights, pavement not being finished down his road, as well as cement trucks just dumping excess everywhere, adding no trespassing signs and continued with owners not taking care of their properties, and continued with his concerns in his neighborhood.
- Mr. Garth Tallman talked about the plan development, kicking off a new development two to three blocks south of Nancy Lopez to the east of Lee Trevino is a very nice development with landscaping, and would like to add landscaping along the curb and sidewalks and in addition to the entrance is to add a very nice high-quality sign, and he's asking Council because it would be placed on city right-of-way.
- Mr. Tallman said he has 2 questions for Council which would be to approve the sign, and for the city to take responsibility of the improvements he is asking for. He then said there is a news release on the groundbreaking for this project as well as a press conference and this would be a tremendous opportunity for good publicity for the city.

Manager Report

- Manager Dr. Moore explained the request that Mr. Tallman and will definitely follow up and bring Council a site plan on where everything will be placed. He then said we are working on a lot of issues regarding roads being fixed and he said he will be presenting a map of the roads and how it all ties together for these residents.
- Manager Dr. Moore reminded that the library is having a soft opening May 21st at 1-3pm and the library board has been working very hard and are in hopes to get the library policy ready for review next meeting. He stated with the maker space, almost all the items have been purchased as well as one of the two rooms have been tiled with commercial tile and now the second room is in progress. He then started to talk about phase 1's demolition and how it is almost complete and now where the conference room was is only one big empty space and began talking about the fully staffed Public Works Department and how they did work on Hwy 304 and continued by giving his gratitude towards the Fire Department for helping with code enforcement around the city.

Municipal Court Department Report

- See agenda packet for report.

Universal Waste Systems Quarterly Report

- Councilor Gutjahr asked about the credit holds and if they don't pay what happens.

- Municipal Clerk Adair said they will be working with the Code Compliance Office but there will be a letter stating the holds are out of compliance, then it will be handed to Code Compliance and then they will issue residents to court.
- Councilor Gutjahr said she has noticed there have been more people but asked if it has been steady.
- Municipal Clerk Adair said it has dropped quite a bit and have a steady number as of right now.

Approval of Accounts Payable

- Councilor Winters said there is extensive list for the Fire Department but its that time of they year where they start using up all the retaining money and we have caught a lot of animals this last month but I think it's just the time of the year.
- Councilor Gutjahr complemented the fire department on what they have instituted on prevented maintenance.
- Motion made by Mayor Pro-tem Gutjahr to approve accounts payable as presented. Seconded by Councilor Apodaca. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote Council approved accounts payable for payment.

FY 2023 Interim Budget

- Finance Officer Finch said they went over the budget, and nothing has changed, but then asked if there was any questions or comments and for the approval.
- Motion made by Mayor Pro-tem Gutjahr to approve the interim budget for fiscal year 2023. Seconded by Councilor Gordon. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote the interim budget for fiscal year 2023 was approved.
- **Resolution 2022 - XX Time Extension and CO-OP Contract Funding to NM DOT**
- Manager Dr. Moore said we strongly recommend the approval of this resolution request in the time extension. He stated this for the San Lucas project and have 2 sources of funding, but this is the second piece we need for improvement after we return it to pre-flood conditions.
- Motion made by Mayor Pro-tem Gutjahr to approve Resolution 2022-11 Time Extension and Co-op contract funding to NM DOT, Seconded by Councilor Apodaca. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote Resolution 2022 – 11 Time Extension and CO-OP Contract Funding to NM DOT was passed, approved, adopted, and signed.

Fiscal Year 2022 Audit Contract between the City of Rio Communities and SJT Group LLC

- Finance Officer Finch explained this will be our 3rd year with SJT, explained we are going to be doing the field work in mid-August and asked for approval.
- Councilor Gutjahr said they have done a great job
- Motion made by Councilor Apodaca to move forward with the fiscal year 2022. Seconded by Mayor Pro-tem Gutjahr. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote Council approved the audit contract between the City of Rio Communities and SJT Group LLC.

Resolution 2022 - XX Dangerous property

- Fire Chief Tabet asked if there were any further questions and then asked for the approval due to the hazardous the property is to the community.
- Councilor Apodaca stated that it will be at the cost to the city but hiring a company to go in and clean plus removal of hazardous waste.
- Fire Chief Tabet said he does not believe it will get better.
- Councilor Gutjahr said this is a great start.
- Motion made by Councilor Gordon to approved Resolution 2022-10 Dangerous Property. Seconded by Councilor Apodaca. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote Resolution 2022 – 10 Dangerous Property was passed, approved, adopted, and signed.

City Attorney Contract

- Motion made by Mayor Pro-tem Gutjahr to approve the GAP contract with the attorneys until the fiscal year. Seconded by Councilor Winters. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote Council approved the GAP Contract with Robles, Rael and Anaya PC.

Council Discussion

- Councilor Winters no report.
- Councilor Gordon nothing new to report.
- Councilor Gutjahr said she has noticed the ATV signs and reminded that ATVs are not allowed on those streets with the sign.
- Councilor Apodaca said he would like to see the beatification of signs and little bit goes a long way in showing the community we are making changes.
- Mayor Ramsell had no comment.

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

- **Motion and roll call vote to go into close session**
 - Motion made by Mayor Pro-tem Gutjahr with a roll call to go into close session For the purpose of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8). Seconded by Councilor Apodaca. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote Council went into executive session at 6:57 pm.
- **Motion and roll call vote to go back into the regular business meeting session**
 - Motion made by Mayor Pro-tem Gutjahr with a roll call vote to go back into the regular business meeting session. Seconded by Councilor Gordon. Voting Yea: Mayor Pro-tem Gutjahr, Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 4-0 vote Council went back into the regular business meeting session at 7:36 pm.
- **Welcome everyone back and statement by the Mayor**
 - Mayor Ramsell stated the Governing Body of the City of Rio Communities, New Mexico, hereby states that on May 9, 2022 a Closed Executive Session was held and the matters discussed was the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8).

Action Items - Consideration & Decision – Mayor recommendation regarding the purchase, addition or disposal of real property or water rights by the public body

- Mayor Ramsell had no recommendations at this time.

Adjourn

- Motion made by Councilor Apodaca to adjourn. Seconded by Councilor Gordon. With a 4-0 vote the regular business meeting was adjourned at 7:37 pm.

Respectfully submitted,

 Elizabeth F. Adair, Municipal Clerk
 (Transcribed by Cheyenne Sullivan, Assistant Clerk)

Date: _____

Approved:

 Joshua Ramsell,
 Mayor

 Margaret R. Gutjahr,
 Mayor Pro-tem/Councilor

 Arthur Apodaca,
 Councilor

 Lawrence R. Gordon,
 Councilor

 Jimmie Winters,
 Councilor



Rio Communities, NM

Accounts Payable Approval Report

By Fund

Item 3.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
Department: 0001 - No Department					
GSD - Administrative Services D...	INV0003102	04/01/2022	DENTAL	11000-0001-22055	284.39
GSD - Administrative Services D...	INV0003103	04/01/2022	DISABILITY	11000-0001-22075	14.82
Globe Life & Accident Insurance...	INV0003104	04/01/2022	GLOBE LIFE INSURANCE	11000-0001-22080	110.00
GSD - Administrative Services D...	INV0003105	04/01/2022	HEALTH	11000-0001-22050	4,405.79
GSD - Administrative Services D...	INV0003106	04/01/2022	VISION	11000-0001-22060	49.48
GSD - Administrative Services D...	INV0003147	04/15/2022	ADMIN FEE	11000-0001-22050	9.59
GSD - Administrative Services D...	INV0003148	04/15/2022	DENTAL	11000-0001-22055	284.39
GSD - Administrative Services D...	INV0003149	04/15/2022	DISABILITY	11000-0001-22075	14.82
Globe Life & Accident Insurance...	INV0003150	04/15/2022	GLOBE LIFE INSURANCE	11000-0001-22080	110.00
GSD - Administrative Services D...	INV0003151	04/15/2022	HEALTH	11000-0001-22050	4,405.79
GSD - Administrative Services D...	INV0003152	04/15/2022	BASIC LIFE	11000-0001-22070	35.36
GSD - Administrative Services D...	INV0003153	04/15/2022	VISION	11000-0001-22060	49.48
Department 0001 - No Department Total:					9,773.91
Department: 1001 - Governing Body					
Card Service Center	INV0003246	05/19/2022	Hotel for Councilor Gordon 4/6...	11000-1001-53010	339.60
Card Service Center	INV0003248	05/19/2022	Hotel for Councilor Apodaca 4/...	11000-1001-53010	339.60
Department 1001 - Governing Body Total:					679.20
Department: 2001 - Manager					
Card Service Center	INV0003249	05/19/2022	Supplies	11000-2001-56010	28.84
Card Service Center	INV0003249	05/19/2022	Pedestal for desk	11000-2001-56040	178.99
Department 2001 - Manager Total:					207.83
Department: 2002 - General Administration					
Robles, Rael, & Anaya	11846	05/16/2022	February 2022 Attorney Fees	11000-2002-55020	1,833.88
Robles, Rael, & Anaya	11847	05/16/2022	February 2022 Litigation Fees	11000-2002-55020	715.21
Robles, Rael, & Anaya	11902	05/16/2022	March 2022 Attorney Fees	11000-2002-55020	1,833.88
Robles, Rael, & Anaya	11903	05/16/2022	March 2022 Litigation Fees	11000-2002-55020	1,537.22
Robles, Rael, & Anaya	12139	05/16/2022	April 2022 Attorney Fees	11000-2002-55020	1,833.88
Sharp Electronics Corporation	13295923	05/16/2022	Dell 8TB 7200 RPM SATA 6Gbps...	11000-2002-56040	2,300.00
Sharp Electronics Corporation	13295924	05/16/2022	Server Upgrade Installation	11000-2002-56040	660.00
Amazon Business	1KW6-3KFC-63XX	05/16/2022	20 ft usb extension cable - Coun...	11000-2002-56020	17.99
Amazon Business	1KW6-3KFC-63XX	05/16/2022	2 pack trashcans - conference r...	11000-2002-56020	16.95
Amazon Business	1KW6-3KFC-63XX	05/16/2022	3 pack wastebaskets - council c...	11000-2002-56020	39.99
Sharp Electronics Corporation	9003793517	05/16/2022	Copies for City Hall	11000-2002-57090	260.43
Amazon Business	1KN6-CRTH-G6CH	05/17/2022	pack and roll service cart	11000-2002-56020	196.19
Amazon Business	1W99-6R76-XTFQ	05/17/2022	Adjustable key cabinet lock box	11000-2002-56020	194.99
Amazon Business	1W99-6R76-XTFQ	05/17/2022	lysol disinfectant spray	11000-2002-56020	73.00
Amazon Business	1W99-6R76-XTFQ	05/17/2022	large digital wall clock	11000-2002-56020	44.99
Amazon Business	1W99-6R76-XTFQ	05/17/2022	Lysol Disinfectant wipes	11000-2002-56020	29.91
Amazon Business	1W99-6R76-XTFQ	05/17/2022	stainless steel kitchen work table	11000-2002-56020	141.99
Rentokil North America Inc.	23116442	05/17/2022	Pest Control	11000-2002-55030	163.61
Home Depot	6829454292	05/17/2022	Items for City Hall	11000-2002-54010	221.69
Home Depot	683526370	05/17/2022	Items for City Hall	11000-2002-54010	172.09
Wells Fargo Financial Leasing	INV0003244	05/17/2022	Dell Server Lease	11000-2002-57130	2,497.73
Tyler Technologies	025-380170	05/18/2022	Yearly Maint Fee - Permitting, Li...	11000-2002-56010	12,538.55
Card Service Center	INV0003249	05/19/2022	Microsoft 365/Email Renewal	11000-2002-56010	151.13
Card Service Center	INV0003249	05/19/2022	Email Security	11000-2002-56010	168.38
Card Service Center	INV0003249	05/19/2022	Supplies	11000-2002-56999	12.00
Card Service Center	INV0003249	05/19/2022	USPS Pre Paid Mail/Express Pay	11000-2002-57080	26.95
Department 2002 - General Administration Total:					27,682.63
Department: 2004 - Finance/Budget/Accounting					
Amazon Business	1739-43HC-6CWY	05/17/2022	HP Printer - Finance Departmetn	11000-2004-56020	159.99

Accounts Payable Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Card Service Center	INV0003245	05/19/2022	Hotel for Angela & Renee 04/20...	11000-2004-53030	307.06
Department 2004 - Finance/Budget/Accounting Total:					467.05
Department: 2008 - Municipal Clerk					
Amazon Business	1KW6-3KFC-63XX	05/16/2022	phone holder - Deputy Clerk	11000-2008-56020	8.69
Amazon Business	1KW6-3KFC-63XX	05/16/2022	phone holder - Chey	11000-2008-56020	8.69
Amazon Business	1KW6-3KFC-63XX	05/16/2022	paper clips - clerks office	11000-2008-56020	13.60
Amazon Business	1KW6-3KFC-63XX	05/16/2022	monitor stand riser - Chey	11000-2008-56020	24.59
Amazon Business	1KW6-3KFC-63XX	05/16/2022	desk organizer phone stand - D...	11000-2008-56020	29.97
Amazon Business	1KW6-3KFC-63XX	05/16/2022	Desk Organizer phone stand - Li...	11000-2008-56020	29.97
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	mini retractable utility knife	11000-2008-56020	6.99
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	lined sticky notes	11000-2008-56020	7.36
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	assorted medium paper clips	11000-2008-56020	9.89
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	mini legal pads	11000-2008-56020	13.43
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	date stamp w/received - assista...	11000-2008-56020	23.95
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	Scotch tape refills x 2	11000-2008-56020	24.04
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	Office Chair - Municipal Clerk	11000-2008-56040	149.99
Albuquerque Publishing Co.	I0001542830-0407	05/16/2022	ad for deputy clerk in the news ...	11000-2008-57090	86.62
Card Service Center	INV0003247	05/19/2022	Hotel for Elizabeth Adair 4/19/...	11000-2008-53030	509.40
Card Service Center	INV0003249	05/19/2022	Supplies	11000-2008-56020	14.00
Card Service Center	INV0003249	05/19/2022	Postage Business Licenses	11000-2008-57080	5.04
Department 2008 - Municipal Clerk Total:					966.22
Department: 2014 - Economic Development					
Palmetto LLC	5	05/16/2022	Economic Development Services	11000-2014-55030	1,543.50
Card Service Center	INV0003249	05/19/2022	EDC Website Domain	11000-2014-56010	19.99
Department 2014 - Economic Development Total:					1,563.49
Department: 5101 - Public Works					
Quest Diagnostics	INV0003224	05/05/2022	Emma Sanchez drug test	11000-5101-55999	30.25
Quest Diagnostics	INV0003224	05/05/2022	Martin Abetita drug testing	11000-5101-55999	30.25
Woodlands Hardware	0083881	05/16/2022	Balnket PO-Supplies	11000-5101-54060	13.85
Woodlands Hardware	0083931	05/16/2022	Balnket PO-Supplies	11000-5101-54060	23.77
Woodlands Hardware	0084661	05/16/2022	Balnket PO-Supplies	11000-5101-54060	3.92
Home Depot	683505531	05/16/2022	Skid Steer Rental - Street Clean...	11000-5101-57130	300.00
Airgas USA LLC.	9125385229	05/16/2022	Welder Machine and accessories	11000-5101-58999	1,283.89
Home Depot	682740493	05/17/2022	Items for Public Works	11000-5101-56030	813.69
Home Depot	683802755	05/17/2022	Skid Steer Rental - Street Clean...	11000-5101-57130	123.67
Card Service Center	INV0003250	05/19/2022	Diesel fuel for equipment rental	11000-5101-56120	42.42
Department 5101 - Public Works Total:					2,665.71
Department: 5104 - Highways and Streets					
Paul W. Gallegos	227363	05/16/2022	Blanket PO Backhoe work	11000-5104-55999	1,650.00
Department 5104 - Highways and Streets Total:					1,650.00
Fund 11000 - General Operating Fund Total:					45,656.04
Fund: 20200 - Environmental					
Department: 5009 - Environmental					
Universal Waste Systems, Inc.	0001509780	05/17/2022	Dumpster Service - Clean-Up Da...	20200-5009-55999	363.80
Department 5009 - Environmental Total:					363.80
Fund 20200 - Environmental Total:					363.80
Fund: 20600 - Emergency Medical Services					
Department: 3003 - Emergency Services/Ambulance					
Boundtree Medical	84529815	05/18/2022	new AEDs for fire units	20600-3003-56070	347.28
Department 3003 - Emergency Services/Ambulance Total:					347.28
Fund 20600 - Emergency Medical Services Total:					347.28
Fund: 20900 - Fire Protection					
Department: 3002 - Fire Protection					
ABC Door Company	10221300	05/16/2022	Glass for Bay door	20900-3002-53030	225.32
Able & Willies One Stop Shop, L...	1197	05/16/2022	70 shirts	20900-3002-56110	1,555.00
Code 3 Service	INV0003239	05/16/2022	4--EF Johnson/Kenwood VP-60 ...	20900-3002-58020	11,482.60
Code 3 Service	INV0003240	05/16/2022	6-Kenwood Viking 5000	20900-3002-58020	11,359.08

Accounts Payable Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Comcast Business	INV0003241	05/16/2022	Telecommunications	20900-3002-57160	259.75
LN Curtis	INV591099	05/16/2022	x6 Bunker Gear	20900-3002-58020	1,407.00
Ray's Fire Extinguishers	12717	05/17/2022	Fire Extinguisher, ABC replacem...	20900-3002-56030	342.40
Rentokil North America Inc.	23116627	05/17/2022	Pest Control	20900-3002-55030	130.51
Rentokil North America Inc.	23116804	05/17/2022	Pest Control	20900-3002-55030	129.22
Home Depot	682953732	05/17/2022	Fire Admin Office Upgrade	20900-3002-54010	49.97
LN Curtis	inv594446	05/18/2022	x6 Bunker Gear	20900-3002-58020	1,132.00
Card Service Center	INV0003249	05/19/2022	Septic Pumping Fire Dept	20900-3002-54020	812.34
Department 3002 - Fire Protection Total:					28,885.19
Fund 20900 - Fire Protection Total:					28,885.19
 Fund: 29700 - County EMS GRT					
Department: 2002 - General Administration					
Boundtree Medical	84523387	05/16/2022	EMS Suuplies	29700-2002-56070	15.29
Boundtree Medical	84527810	05/18/2022	EMS Suuplies	29700-2002-56070	8.19
Card Service Center	INV0003249	05/19/2022	Antifreeze	29700-2002-56121	14.07
Department 2002 - General Administration Total:					37.55
Fund 29700 - County EMS GRT Total:					37.55
 Fund: 30300 - State Legislative Appropriation Project					
Department: 2002 - General Administration					
Sharp Electronics Corporation	13280197	05/17/2022	Printer	30300-2002-58020	1,364.00
Sharp Electronics Corporation	13280197	05/17/2022	Computer/Monitor	30300-2002-58020	216.00
Sharp Electronics Corporation	13280197	05/17/2022	Smartboard	30300-2002-58020	5,456.00
Department 2002 - General Administration Total:					7,036.00
Fund 30300 - State Legislative Appropriation Project Total:					7,036.00
 Fund: 39900 - Other Capital Projects					
Department: 2002 - General Administration					
Carpet Warehouse, Inc.	009895	05/16/2022	Flooring for Makerspace	39900-2002-58010	8,772.00
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	HP all in one desktop - Deputy	39900-2002-56040	791.01
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	Coolby Windows 10 pro laptop -.	39900-2002-56040	348.00
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	ASUS monitor - Deputy	39900-2002-56040	204.99
Amazon Business	1T6W-WRW9-DCR7	05/16/2022	Office Chair - deputy	39900-2002-56040	149.99
Department 2002 - General Administration Total:					10,265.99
Fund 39900 - Other Capital Projects Total:					10,265.99
Grand Total:					92,591.85

Report Summary

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	45,656.04
20200 - Environmental	363.80
20600 - Emergency Medical Services	347.28
20900 - Fire Protection	28,885.19
29700 - County EMS GRT	37.55
30300 - State Legislative Appropriation Project	7,036.00
39900 - Other Capital Projects	10,265.99
Grand Total:	92,591.85

Account Summary

Account Number	Account Name	Expense Amount
11000-0001-22050	Healthcare Insurance Pay...	8,821.17
11000-0001-22055	Dental Insurance Payable	568.78
11000-0001-22060	Vision Insurance Payable	98.96
11000-0001-22070	Life Insurance Payable	35.36
11000-0001-22075	Disability Payable	29.64
11000-0001-22080	Miscellaneous Employee ...	220.00
11000-1001-53010	Travel - Elected Officials	679.20
11000-2001-56010	Software	28.84
11000-2001-56040	Supplies-Furniture/Fixture...	178.99
11000-2002-54010	Maintenance & Repairs - ...	393.78
11000-2002-55020	Contract - Attorney Fees	7,754.07
11000-2002-55030	Contract - Professional Se...	163.61
11000-2002-56010	Software	12,858.06
11000-2002-56020	Supplies - General Office	756.00
11000-2002-56040	Supplies-Furniture/Fixture...	2,960.00
11000-2002-56999	Supplies - Other	12.00
11000-2002-57080	Postage	26.95
11000-2002-57090	Printing/Publishing/Advert..	260.43
11000-2002-57130	Rent of Equipment/Machi...	2,497.73
11000-2004-53030	Travel - Employees	307.06
11000-2004-56020	Supplies - General Office	159.99
11000-2008-53030	Travel - Employees	509.40
11000-2008-56020	Supplies - General Office	215.17
11000-2008-56040	Supplies-Furniture/Fixture...	149.99
11000-2008-57080	Postage	5.04
11000-2008-57090	Printing/Publishing/Advert..	86.62
11000-2014-55030	Contract - Professional Se...	1,543.50
11000-2014-56010	Software	19.99
11000-5101-54060	Maintenance Supplies	41.54
11000-5101-55999	Contract - Other Services	60.50
11000-5101-56030	Supplies - Field Supplies	813.69
11000-5101-56120	Supplies - Vehicle Fuel	42.42
11000-5101-57130	Rent of Equipment/Machi...	423.67
11000-5101-58999	Other Capital Purchases	1,283.89
11000-5104-55999	Contract - Other Services	1,650.00
20200-5009-55999	Contract - Other Services	363.80
20600-3003-56070	Supplies - Medical	347.28
20900-3002-53030	Travel - Employees	225.32
20900-3002-54010	Maintenance & Repairs - ...	49.97
20900-3002-54020	Maintenance & Repairs - ...	812.34
20900-3002-55030	Contract - Professional Se...	259.73
20900-3002-56030	Supplies - Field Supplies	342.40
20900-3002-56110	Supplies - Uniforms/Linen	1,555.00
20900-3002-57160	Telecommunications	259.75
20900-3002-58020	Equipment & Machinery	25,380.68
29700-2002-56070	Supplies - Medical	23.48

Account Summary

Account Number	Account Name	Expense Amount
29700-2002-56121	Supplies - Vehicle Lubrica...	14.07
30300-2002-58020	Equipment & Machinery	7,036.00
39900-2002-56040	Supplies-Furniture/Fixture...	1,493.99
39900-2002-58010	Buildings & Structures	8,772.00
	Grand Total:	92,591.85

Project Account Summary

Project Account Key	Expense Amount	
None	92,591.85	
	Grand Total:	92,591.85

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2022 - XX**

**RESOLUTION OF SPONSORSHIP FOR A TRANSPORTATION PROJECT FUND
AND PROJECT MATCH COMMITMENT FOR
IN RIO COMMUNITIES, NEW MEXICO**

WHEREAS, The City of Rio Communities, New Mexico, is a municipal corporation, and has the legal authority to apply for, receive, and administer state funds; and

WHEREAS, The City of Rio Communities is submitting an application for Fiscal Year 2023 Transportation Project Fund in the amount of Two Million Two Hundred Thirty-One Thousand Nine Hundred Sixty-Two dollars and Thirteen cents (\$2,231,962.13) to funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$2,120,364.02
- b. The City of Rio Communities proportional matching share shall be 5% or \$111,598.11

TOTAL PROJECT COST IS \$2,231,962.13

The City of Rio Communities shall pay all costs which exceed the total amount of Two Million Two Hundred Thirty-One Thousand Nine Hundred Sixty-Two dollars and Thirteen cents (\$2,231,962.13)

WHEREAS, 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, is an eligible project under the New Mexico Transportation Project Fund requirements, and;

WHEREAS, Theses streets are considered major local services streets by the City of Rio Communities and;

WHEREAS, The New Mexico Department of Transportation requests, as part of the application procedure, passage, and submittal of a local government resolution of support for the project.

NOW THEREFORE, BE IT HEREBY RESOLVED in official session that the governing body of the City of Rio Communities, State of New Mexico hereby supports the preparation and submittal of an application in accordance with the procedures established by the New Mexico Department of Transportation and the state of New Mexico, with Dr. Martin Moore, City Manager to submit the application on behalf of the City of Rio Communities.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret R. Gutjahr, Mayor Pro-tem

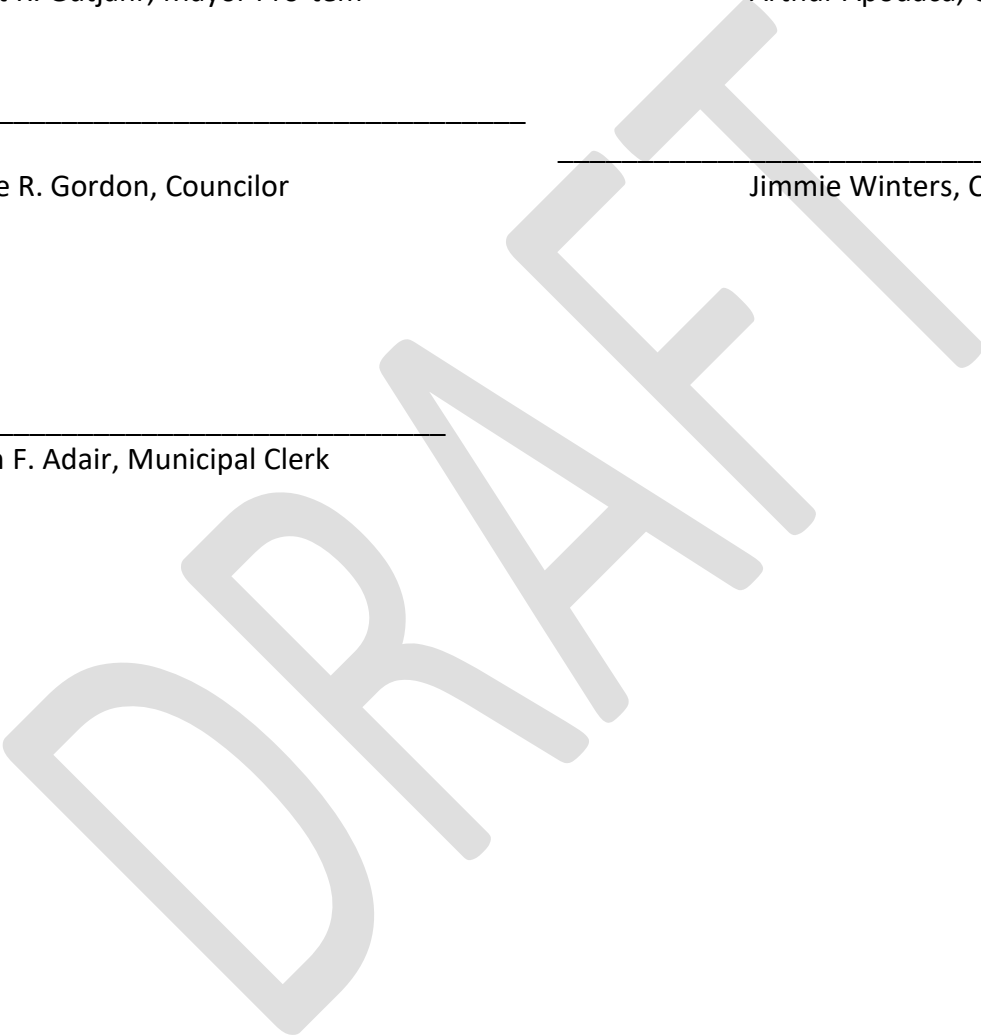
Arthur Apodaca, Councilor

Lawrence R. Gordon, Councilor

Jimmie Winters, Councilor

ATTEST:

Elizabeth F. Adair, Municipal Clerk



**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2022 - XX**

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 94 Olsen St., Rio Communities, New Mexico (hereinafter “Subject Property”) has excessive debris, refuse, trash and other items that constitute a safety and health hazard.
2. That the 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 23rd 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

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2022 - XX**

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 2292 Highway 304., 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 23rd 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



City of Rio Communities

Public Library Policies Manual

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Mission and Goal Statements

A. Mission Statement

Mission Statement: City of Rio Communities Public Library connects all Citizens to resources, technologies, and programs, that enrich personal, educational, and cultural growth.

B. The general library goals of the City of Rio Communities Public Library shall be:

1. Provide a safe environment for all patrons
2. Provide diverse and accepting atmospheres for all patrons
3. Attract all age groups, including youth and children
4. Maintain a wide variety of materials, books, and attractions
5. Establish space for meetings, programs, and events
6. Stay up to date on materials and technology
7. Raise sufficient funds to maintain smooth library operations and sufficient library hours
8. Open one evening, one half-day weekend as part of the library hours
9. Establish a friends of the Rio Communities Library (non-profit)
10. Conduct periodic outreach to expected library patrons

Who May Use the Library

A. The library will serve all residents of the community and the public library system area, which includes Valencia County and adjacent communities. Service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical condition; age; or sexual orientation.

B. The use of the library may be denied for due cause. Such cause may be destruction of library property, disturbance of other patrons, or any other illegal, disruptive, or objectionable conduct on library premises.

Patron Responsibilities and Conduct

It is a patron's responsibility to maintain necessary and proper standards of behavior in order to protect his/her individual rights and privileges of other patrons. If a patron creates a public nuisance, that patron may be restricted from the Library and from the use of the library facilities. Those who are unwilling to leave or do not leave within a

reasonable amount of time, after being instructed to do so by the staff, will be subject to the law.

Young Children:

The Rio Communities Public Library encourages visits by young children, and it is our desire to make this important visit both memorable and enjoyable for the child. Library staff is not expected to assume responsibility for the care of unsupervised children in the library.

Therefore, it is library policy that all children under age ten (10) must be accompanied by a parent or designated responsible person while in the library. Also, if the young child is attending a library program, we require the parent/responsible person to remain in the library throughout the program.

Disruptive Children:

Children of all ages are encouraged to use the library for homework, recreational reading, and program attendance. The library staff realizes that the library will be noisier at busy times and that children by nature can cause more commotion. However, children (whether with parents or not) who are being continually disruptive will be given a warning that he/she must settle down or will be asked to leave the library. If after a second warning the child continues to be disruptive, he/she will be asked to leave the library. If the child needs to contact a parent, they may do so and then wait with a staff person until the parent arrives.

Services of the Library

The library provides materials and resources for information, entertainment, intellectual development, and enrichment of the people of the community. The library should endeavor to:

1. Select, organize, and make available necessary books and materials.
2. Provide guidance and assistance to patrons.
3. Sponsor and implement programs, exhibits, displays, book lists, etc., which would appeal to children and adults.
4. Cooperate with other community agencies and organizations.
5. Secure information beyond its own resources when requested. (Using interlibrary loan and other resource sharing methods provided through the system and state.)
6. Lend to other libraries upon request.
7. Develop and provide services to patrons with special needs.
8. Maintain a balance in its services to various age groups.
9. Cooperate with, but not perform the functions of, school or other institutional

libraries.

10. Provide service during hours to the extent practicable which best meet the needs of the community, including evening and weekend hours.
11. Regularly review library services being offered.
12. Use media and other public relations mechanisms to promote the full range of available library services.

Responsibilities and Authorities of the Library Board (Ordinance 2020-75)

The Library Board shall be the Community representative for the City of Rio Communities Public Library and shall have the responsibility and obligation to:

1. receive gifts, bequests and donations of all kinds;
2. advise the Governing Body in formulating rules and regulations for the administration of the City of Rio Communities Public Library, not in conflict with the ordinances of the City of Rio Communities nor with the laws of the State of New Mexico;
3. post rules and regulations for public use of the library in appropriate places in the library for public inspection and information;
4. assist the Library Director in developing an annual library budget in sufficient time for the library budget to be included in the total budget for the City of Rio Communities;
5. notify the Mayor and Library Director of any vacancies on the Board and recommend persons to fill vacancies;
6. recommend to the City Manager of the City of Rio Communities nominees for appointment and/or employment of a Library Director
7. recommend to the Governing Body of the City of Rio Communities names for consideration in the appointment of Library Board members.
8. advise the library director in all matters pertaining to the management and operation of the library;
9. recommend to the City of Rio Communities Governing Body any action to maintain or administer the City of Rio Communities Public Library.

Volunteers and Friends

The Library Board encourages individuals and groups to volunteer their time and efforts in the service of the Rio Communities Public Library. In appreciation of volunteer services, the Library acknowledges the need to organize volunteer activities and provide for appropriate recognition befitting the benefit to the library and the communities it serves.

Annual recognition will be given based on the number of hours of service. This will include a listing of volunteer names in a newspaper release, a certificate of appreciation, and the addition of a book to the collection in each volunteer's name.

A library friends' group is a formal association of people who unite to plan and execute, in conjunction with library goals and the needs of the library director, programs and events to benefit the library. In particular, a friend's group is often heavily involved in fund-raising for the library and often oversees periodic book sales. Friends' groups always serve at the pleasure of the library board which is the only body with legal authority to set policy for the development of the library.

Personnel Policy

See Ordinance 2018-65 Personnel Policy Manual

Materials Selection/Collection Development Policy

A. Objectives

The purpose of the Rio Communities Public Library is to provide all individuals in the community with carefully selected books and other materials to aid the individual in the pursuit of education, information, research, pleasure, and the creative use of leisure time.

Because of the volume of publishing, as well as the limitations of budget and space, the library must have a selection policy with which to meet community interests and needs.

The materials selection/collection development policy is used by the library staff in the selection of materials and also serves to acquaint the general public with the principles of selection.

The Library Bill of Rights and The Freedom to Read Statement have been endorsed by the Public

Library Board and are integral parts of the policy.

The materials selection/collection development policy, like all other policies, will be reviewed and/or revised as the need arises.

B. Responsibility for Selection

The ultimate responsibility for selection of library materials rests with the library director who operates within the framework of the policies determined by the Rio Communities Public Library Board. This responsibility may be shared with other members of the library staff; however, because the director must be available to answer to the library board and the general public for actual selections made, the director has the authority to reject or select any item contrary to the recommendations of the staff.

C. Criteria for Selection

1. The main points considered in the selection of materials are:
 - a. individual merit of each item
 - b. popular appeal/demand
 - c. suitability of material for the clientele
 - d. existing library holdings
 - e. budget
2. Reviews are a major source of information about new materials. The primary source(s) of reviews is (are) at the discretion of the library director as is authorized by the library board.
3. The lack of a review or an unfavorable review shall not be the sole reason for rejecting a title which is in demand. Consideration is, therefore, given to requests from library patrons and books discussed on public media. Materials are judged on the basis of the work as a whole, not on a part taken out of context.

D. Interlibrary Loan

Because of limited budget and space, the library cannot provide all materials that are requested. Therefore, interlibrary loan is used to obtain from other libraries those materials that are beyond the scope of this library's collection.

In return for utilizing interlibrary loan to satisfy the needs of our patrons, the Rio Communities Public Library agrees to lend its materials to other libraries through the same interlibrary loan network, and to make an effort to have its current holdings listed in a tool that is accessible by other libraries throughout the state.

E. Gifts and Donations

The library accepts gifts of books and other materials with the understanding that they will be added to the collection only if appropriate and needed. If they are not needed because of duplication, condition, or dated information the director can dispose of them as he/she sees fit. The same criteria of selection which are applied to purchased materials are applied to gifts. Memorial gifts of books or money are also accepted with suitable bookplates placed in the book. Specific memorial books can be ordered for the library on request of a patron if the request meets the criteria established by the Board. It is desirable for gifts of or for specific titles to be offered after consultation with the library director. Book selection will be made by the director if no specific book is requested. The Rio Communities Public Library encourages and appreciates gifts and donations.

By law, the library is not allowed to appraise the value of donated materials, though it can provide an acknowledgment of receipt of the items if requested by the donor.

F. Weeding

An up-to-date, attractive, and useful collection is maintained through a continual withdrawal and replacement process. Replacement of worn volumes is dependent upon current demand, usefulness, more recent acquisitions, and availability of newer editions. This ongoing process of weeding is the responsibility of the library director and is authorized by the Library Board. Withdrawn materials will be handled in a similar manner and under the same authority as donated materials.

G. Potential Problems or Challenges

The Rio Communities Public Library recognizes that some materials are controversial and that any given item may offend some patrons. Selection of materials will not be made on the basis of anticipated approval or disapproval, but solely on the basis of the principles stated in this policy.

Responsibility for the reading of children rests with their parents or legal guardians. Selection of library materials will not be inhibited by the possibility that materials may come into the possession of children.

Library materials will not be marked or identified to show approval or disapproval of their contents, and no library material will be sequestered except to protect it from damage or theft.

H. Challenged Materials

Although materials are carefully selected, there can arise differences of opinion regarding suitable materials. Patrons requesting that material be withdrawn from or restricted within the collection may complete a "Statement of Concern About Library Resources" form which is available in the library. The inquiry will be placed on the agenda of the next regular meeting of the Rio Communities Board.

Circulation Policy

A. Registration

All borrowers must be registered and must have a valid local or system patron card to borrow library materials.

Patrons must fill out an application form to register for a new library card. The following statement will be printed on the registration form for the patron's information and acceptance:

I agree to be responsible for all items borrowed with the library card issued in the above name, including items borrowed with it by others with or without my consent unless I have previously reported the loss of my card. I promise to comply with all library rules and policies both present and future, and to give prompt notice of change of address or loss of library card.

Signature _____

Identification is required. A driver's license or student ID is preferred, however, any other official ID or recent nonpersonal piece of mail may be acceptable.

Applicants under 13 years of age must have a parent or guardian give their consent on the application form before a new card can be issued. This parental signature is not required for children who are renewing cards.

Materials cannot be checked out until a library card is issued.

All library cards expire after five (5) years. In order to renew a library card, patrons must produce identification and must clear all outstanding fines and bills.

B. Lost or forgotten cards

If a patron loses his/her library card, he should notify the library as soon as possible and request a replacement.

All patrons, adult, and juvenile are expected to bring their library cards with them if they intend to check out items. An individual who repeatedly ignores this expectation may be denied the privilege of checking out materials until they present their card at the library.

C. Loan periods

1. 3 weeks for books.
2. Generally, reference books do not circulate. Upon request, some reference materials may be checked out overnight.
3. Interlibrary loans are due the date indicated by the lending library.
4. Books may be renewed once if there is not a waiting list for the title.
5. Current issues of periodicals do not circulate.
6. Non-current periodicals may be checked out for one week and may not be renewed.
7. Two weeks for cassettes, audiobooks, and compact discs.
8. One week for DVD's.
9. Audio Visual materials are nonrenewable.

The director may establish the loan period for special collections, materials which are temporarily in great demand, such as for student projects, or materials added to the collection which are in a new format, e.g., computer software.

The 1st 30 days after receiving a new library card, patrons can borrow up to 3 items including 2 DVD's There is a limit of 10 items 30 days of having card including 2 DVD's a patron can borrow at one time, with one exception immediate access to all resources for a known school assignment.

D. Reserves

Reserves may be placed by patrons either in person or over the phone. Patrons will be notified by email or telephone when the materials are available. There is no charge to the patron for placing a reserve or for interlibraryloan services.

E. Fines and charges

There are no fines for overdue materials. A first notice is sent after the material is due. If the material is not returned within 7 days, a bill will be sent for the material with the cost of replacement of the material and a service charge for processing, cataloging and postage. Patrons who have been sent an overdue notice shall be denied borrowing privileges until those overdue materials are returned or paid for if lost and/or damaged.

F. Damaged materials

If materials are damaged so as to be judged by the librarian as being unsuitable for the collection, the patron must pay the replacement cost. A notice of these charges will be sent to the borrower; a sample of the notice follows:

Dear _____ At, the time a library patron borrows materials from the public library collection, the patron assumes the responsibility for the care and timely return of the materials. Recently materials checked out on your library card were returned to the library damaged beyond the point of being usable in the Library's collection. The titles and costs of these materials are listed below:

----- \$-----

Your assistance in clearing this matter promptly will be appreciated and will be necessary in order to retain your borrowing privileges.

Thank you in advance for your prompt response to this matter. Sincerely,

G. Confidentiality

New Mexico Library Privacy Act

§ 18-9-1 Short title.

This act [18-9-1 to 18-9-6 NMSA 1978] may be cited as the "Library Privacy Act".

History: Laws 1989, ch. 151, § 1.

§ 18-9-2 Purpose.

The purpose of the Library Privacy Act [18-9-1 to 18-9-6 NMSA 1978] is to preserve the intellectual freedom guaranteed by Sections 4 and 17 of Article 2 of the constitution of New Mexico by providing privacy for users of the public libraries of the state with respect to the Library materials that they wish to use. History: Laws 1989, ch. 151, § 2.

§ 18-9-3 Definitions.

As used in the Library Privacy Act [18-9-1 to 18-9-6 NMSA 1978]:

- A. "Library" includes any Library receiving public funds, any Library that is a state agency and any Library established by the state, an instrumentality of the state, a local government, district or authority, whether or not that Library is regularly open to the public; and

B. "patron record" means any document, record or other method of storing information retained by a Library that identifies, or when combined with other available information identifies, a person as a patron of the Library or that indicates use or request of materials from the Library. "Patron record" includes patron registration information and circulation information that identifies specific patrons. History: Laws 1989, ch. 151, § 3.

§ 18-9-4 Release of patron records prohibited.

Patron records shall not be disclosed or released to any person not a member of the Library staff in the performance of his duties, except upon written consent of the person identified in the record, or except upon court order issued to the Library. The Library shall have the right to be represented by counsel at any hearing on disclosure or release of its patron records. History: Laws 1989, ch. 151, § 4.

§ 18-9-5 Exceptions.

The prohibition on the release or disclosure of patron records in Section 4 [18-9-4 NMSA 1978] of the

Library Privacy Act shall not apply to overdue notices or to the release or disclosure by school libraries to the legal guardian of the patron records of unemancipated minors or legally incapacitated persons. History: Laws 1989, ch. 151, § 5.

§ 18-9-6 Violations; civil liability.

Any person who violates Section 4 [18-9-4 NMSA 1978] of the Library Privacy Act shall be subject to civil liability to the person identified in the released records for damages and costs of the action as determined by the court. History: Laws 1989, ch. 151, § 6.

The Rio Communities Public Library adhere strictly to all sections of this Statute regarding the protection of the confidentiality of its users.

Reference Service Policy

The Rio Communities Public Library:

1. will provide information in the form of short answers to specific questions and guidance in locating material for patrons who appear in person, call on the telephone, or request information through correspondence;
2. will assist patrons in the use of the Library and teach basic research methodology, when appropriate (this includes providing help in developing a research strategy and advice on whether a trip to the Library would be worthwhile for individuals who telephone);
3. will provide bibliographic verification of items both in the Library and not owned by the Library and will assist patrons in obtaining materials through interlibrary loan, when appropriate;
4. may refer library users to other agencies and libraries in pursuit of needed information;
5. may use not only the Library's resources in printed form but consult appropriate digital resources as well as the regional resource library and other agencies by

telephone in pursuit of "ready reference" information.

Programming Policy

A "program" is a planned interaction between the library staff and the program participants for the purpose of promoting library materials, facilities, or services, as well as offering the community an informational, entertaining, or cultural experience.

Programming includes such activities as story times, films and activities on no-school days, summer library program for children, speakers for young adults, and book or author discussion groups for adults.

The board, in conjunction with the library director, will establish a budget and goals for programming to facilitate the effective implementation of this service.

Public Relations Policy

- A. Public relations goals of the Rio Communities Public Library are:
to promote a good understanding of the Library's objectives and services among governing officials, civic leaders, and the general public; to promote active participation in the varied services offered by the library to people of all ages.
- B. The Board recognizes that public relations involve every person who has connection with the Library. The Board urges its own members and every staff member to realize that he or she represents the library in every public contact. Good service supports good public relations.
- C. The director will be expected to make presentations and to participate in community activities to promote library services. A reasonable amount of library time will be allowed for preparation and speaking. Materials to be used by press, radio, or television will be approved by the director.
- D. The board will establish a publications budget to cover costs related to printing, publication, supplies, and miscellaneous needs related to the public relations effort.

Equipment Use Policy

A computer is available to patrons on a first-come, first-served basis. Instructions for operating hardware are displayed near the computer. There is no charge for use of the computer; however, in order to make the service available to as many patrons as possible, a time limit for usage has been imposed. That time limit is thirty (30) minutes.

Library staff is available for general assistance in using the computer. However, staff are not expected to train patrons in the use of application programs. Tutorial manuals will be provided when available.

A multi-use copier/printer is available. Printer paper will cost \$.10 for black and white ink and \$.50 for colored per side and must be paid for at the conclusion of the session.

Copy machine users are advised that there are restrictions on copyrighted materials. Any violation of copyright is the responsibility of the copy machine user.

Internet Use Policy

The Rio Communities Public Library is providing access to the Internet as a means to enhance the information and learning opportunities for the citizens of the library's service area. The Library Board has established the Internet use policy to ensure appropriate and effective use of this resource.

Access to the Internet is available to all patrons; however, pursuant to the Child Internet Protection Act (CIPA)

https://www.fcc.gov/sites/default/files/childrens_internet_protection_act_cipa.pdf this service may be restricted at any time for use not consistent with the guidelines. Parents of minor children must assume responsibility for their children's use of the library's Internet service; prior to being granted access to the Internet, anyone under 18 years of age, along with a parent or guardian, must sign the Internet Use Agreement. All users must sign the log-in chart prior to beginning their session.

Expectations:

Users should be aware that the inappropriate use of electronic information resources can be a violation of local, state, and federal laws and can lead to prosecution. The user will be held responsible for his/her actions using the Internet. Users are expected to abide by the policies below which include generally accepted rules of network etiquette. Unacceptable uses of the service will result in the suspension or revocation of Internet use privileges.

Warnings:

The Internet is a decentralized, unmoderated global network; the Rio Communities Public Library has no control over the content found there. The library will not censor access to material nor protect users from offensive information, and it is not responsible for the availability and accuracy of information found on the Internet.

The library cannot assure that data or files downloaded by users are virus-free. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the library's Internet service.

The use of the Internet and e-mail is not guaranteed to be private. Messages relating to or in support of illegal activities will be reported to the proper authorities.

Guidelines:

- Users may use the Internet for research and the acquisition of information to address their educational, vocational, cultural, and recreational needs.
- Users may use the Internet for the receipt and transmission of electronic mail (e-mail) as long as they use a free email service which will establish and maintain an account for them; the library is unable to manage e-mail accounts for any organizations or individuals.
- Internet use is offered in thirty (30) minute sessions on a first-come, first-served basis; each user is allowed one session--if there is no patron waiting for the service at the end of a session, the user can have another session, but once having had the service for 30 minutes the user must abandon use of the Internet if another patron requests use of the service.
- Users will respect and uphold copyright laws and all other applicable laws and regulations; they will not use it for illegal purposes.
- Users will respect the rights and privacy of others by not accessing private files.
- Users agree not to incur any costs for the library through their use of the Internet service.
- Users shall not create and/or distribute computer viruses over the Internet.
- Users shall not deliberately or willfully cause damage to computer equipment, programs, or parameters.

Meeting Room Policy

The library or another room in the City Hall multi use complex shall follow the building use policy of the City.

The fact that a group is permitted to meet at the library does not in any way constitute an endorsement of the group's policies or beliefs by the library staff or Board.

The room may be reserved no more than ninety days in advance.

It is understood that library programming will have first priority in room use.

Refreshments may be served and shall be provided by the group. No smoking is allowed.

A refundable cleaning/damage deposit is required as stated in the building use policy. The people using the room shall leave it in neat, clean, orderly condition; if not, the group/individual will forfeit the deposit and may be given notice that continued offense will result in additional deposits or denied access to the meeting room.

The library is not responsible for any equipment, supplies, materials, clothing, or other items brought to the library by any group or individual attending a meeting.

The Library Board, Librarian and staff do not assume any liability for groups or individuals attending a meeting in the library.

Displays and Exhibits Policy

As an educational and cultural institution, the Rio Communities Public Library welcomes exhibits and displays of interest, information, and enlightenment to the community. Displays of handiwork, historical material, nature study, or any other material deemed of general interest may be exhibited. The librarian/director shall accept or reject material offered for display based on its suitability and availability.

The Library assumes no responsibility for the preservation or protection, and no liability for possible damage or theft of any item displayed or exhibited. All items placed in the Library are there at the owner's risk.

Areas available to the public for displays and exhibits are the glass exhibit case, the meeting room, and the general bulletin board. A release must be signed by the exhibitor before any artifact can be placed in the library. An example of the release follows:

Rio Communities Public Library Display and Exhibit Release

I, the undersigned, hereby lend the following works of art or other material to the Rio Communities Public Library for exhibit purposes only. In consideration of the privilege of exhibiting them in the Library, I hereby release said Library from responsibility for loss, damage, or destruction while they are in the possession of the Library.

*Exhibition to be held in the _____
During _____
Description of materials loaned _____*

*Signature _____ Date _____
Address _____ Telephone _____*

Public Notice Bulletin Board Policy

Bulletin board materials may be submitted for posting by nonprofit organizations for civic, educational, or cultural purposes. Such organizations may submit literature publicizing a specific event. Limited space generally allows only short-term notices. The director must approve all postings and may prohibit postings which do not meet library standards. Library staff will place and remove postings promptly.

Each item posted must be dated and signed. A request for return of items, along with name and telephone number of person to be contacted, should be printed on the back of

each article. Unless such arrangements are specified, items must be picked up the day following the date of the publicized event if the owners want them returned. Otherwise, the library will not be responsible for returning materials.

Disasters Policy

Fire

Do not panic, but do not under-estimate the potential danger to customers or staff represented by a fire. At the first indication of smoke or flame, investigate the situation to determine location and extent of the fire. If the fire can obviously be contained and extinguished quickly and safely by staff, proceed to do so. However, if there is any doubt about whether the fire can be controlled, immediately call 911 or the fire department and then clear the building.

The time to think about fires is before they happen. Familiarize yourself with the type, location, and application of the fire extinguisher(s) in the building. Orient all staff and volunteers to this information. If you share a building with another agency and it occasionally initiates fire drills, library staff should respect those training exercises and respond as they would in the case of a real fire.

Health emergencies

Staff members should exercise caution when administering first aid of even a minor nature because of the safety of the injured individual and the potential liability of the staff member. Without specialized training it is not advisable for staff to undertake more than keeping the sick or injured patron comfortable and protected from needless disturbance until medical help can be obtained. Since each case is unique, staff members should use their own judgement to do what is prudent and reasonable.

The Rescue Squad/Police (911 if available) should be called immediately in the event of any serious problem. No medication, including aspirin, should ever be dispensed to the public.

Bomb threats

Keep the caller on the line as long as possible. Ask the caller to repeat the message and try to write down every word spoken by the person. If the caller does not indicate the location of the bomb or the time of possible detonation, **ASK FOR THIS INFORMATION.**

Pay particular attention to peculiar background noises such as motors running, background music and any other sounds which may indicate where the location from which the call is originating.

Listen closely to the voice (male, female), voice quality (calm, excited), accents and speech impediments.

Immediately after the caller hangs up, call the police. Clear the building. The police will handle the actual bomb search.

Inclement Weather

The library will follow the recommendation and actions of the city (or village) between 8:30 a.m. and 5:00 p.m., Monday through Friday. Closing during other days and hours will be at the discretion of the Librarian/Library Director.

DRAFT

APPENDICES:

Library Bill of Rights (<http://www.ala.org/ala/oif/statements/pols/statementsif/librarybillrights.htm>)

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.
Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as [Interpretations of the Library Bill of Rights](#)

The Freedom to Read Statement

<http://www.ala.org/ala/oif/statementspols/ftstatement/freedomreadstatement.htm>

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the

danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can*

demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

Form: Statement of Concern About Library Resources

See Librarian for Form

Form: Library Card Application:

See Librarian for Form

DRAFT



INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN THE COUNTY OF VALENCIA AND THE CITY OF RIO COMMUNITIES FOR LAW ENFORCEMENT PROTECTION

THIS INTERGOVERNMENTAL SERVICES AGREEMENT (“Agreement”) is made by and between the County of Valencia (“County”) and the City of Rio Communities (“City”).

RECITALS

WHEREAS, NMSA 1978, Section 3-12-4 (1963) requires a municipality to maintain a “police officer” and NMSA 1978, Section 3-13-2 (1988) sets forth the duties of that municipal police officer(s); and,

WHEREAS, the County of Valencia, encompassing the City of Rio Communities, maintains and is served by a Sheriff’s Office commanded by a duly elected Sheriff who exercises those powers and duties set forth by NMSA 1978, Section 4-41-1 *et seq.*; and,

WHEREAS, the City does not have the funding capacity to staff and operate a municipal police department; and,

WHEREAS, it is in the best interest of the citizens of the City, who are also citizens of the County, for the City to contract with the County to fulfill the duties of municipal police officer; and,

WHEREAS, the Sheriff is willing to serve in the capacity of municipal police officer and the parties understand that regardless of this arrangement the Sheriff will continue to enforce State Law within the City pursuant to NMSA 1978, Section 4-42-2 (1864); and,

WHEREAS, pursuant to the New Mexico Procurement Code, Section 13-1-98A and Section 13-1-135 NMSA 1978, public agencies consisting of the City of Rio Communities, the Valencia County Sheriff’s Office, and the Valencia County Commission (fiscal agent) desire to enter into an Agreement whereby the Valencia County Sheriff’s Office will provide law enforcement protection and services to the City by and through the Valencia County Sheriff’s office.

IT IS THEREFORE AGREED as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Valencia County Sheriff's Office to provide law enforcement protection and services to the City.
2. Duties of the County. The Valencia County Sheriff's Office shall provide the following law enforcement services to the City:
 - a. Assign one full time deputy ("assigned deputy"), who will be a certified law enforcement officer, to provide standard law enforcement services for the municipality of Rio Communities as set forth by NMSA 1978, Section 3-13-2 (1978). The Sheriff will have the sole discretion of selecting the assigned deputy.
 - b. The assigned deputy shall be commissioned by the City of Rio Communities as Municipal Officer and will enforce municipal ordinances. The City of Rio Communities Municipal Court shall have jurisdiction for traffic violations and municipal ordinance citations issued by assigned deputy.
 - c. The assigned deputy will provide written documentation of criminal activities within the City limits, and will attend regularly scheduled City Council meetings as requested by the Mayor.
 - d. The assigned deputy will wear standard Sheriff's Office uniforms and comply with the County Personnel Policy, any Collective Bargaining Agreement and the Sheriff's Office policies and procedures. The City will have no authority to discipline the assigned deputy.
 - e. The assigned deputy will be responsive to requests for duty from the City however untimely requests will be subject to the Sheriff's Office chain of command including duty supervisor.
 - f. The Sheriff's Office will provide the assigned deputy standard equipment, fuel and a patrol vehicle with Rio Communities patrol identifier.
 - g. The Sheriff is not obligated by virtue of this Agreement to administer directed patrols, specific traffic enforcement, enforce municipal ordinances or provide a 24 hour presence in the City beyond the assigned deputy.
 - h. The Sheriff may, at the request of the Mayor of Rio Communities by email, assign additional Deputy (s) to attend special events. Rio Communities will pay the County the sum of \$36.00 per hour per Deputy (time and ½ pay for each Deputy as well as a reasonable administrative fee cover equipment/fuel) per assignment.
 - i. The County will invoice exact charges for any overtime, training and travel incurred by the assigned deputy.
 - j. The County will invoice the City for any overtime incurred for required detective or SWAT call outs.

3. Duties of the City.
 - a. The City shall pay to the County \$150,000.00 per Deputy annually for the services set forth above excluding those items to be specifically billed. (\$120,000.00 for the assigned deputy \$30,000.00 for coverage outside of the assigned deputy's duty time).
 - b. The City shall make the \$150,000.00 payment by lump sum no later than September 30th of any fiscal year any late payment shall bear interest at 1.5%.
 - c. The City shall pay any invoices for overtime, training, travel or overtime incurred for detective or SWAT call outs within 30 days of receipt.
 - d. In accordance with the Law Enforcement Protection Fund ("LEPF") Act—as described within New Mexico Statutes Annotated Section 29-13-1 through 29-13-9—Certain payments by the City to the County may be made with LEPF funds.
4. City Prisoners. Any persons imprisoned for violation of City Ordinances are to be considered City prisoners.
5. Administration. Administration of this Agreement shall be the sole responsibility of the Valencia County Sheriff.
6. Liability.
 - a. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
 - b. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
 - c. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.
7. Third Party Beneficiary. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

8. Property. No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
9. Term of Agreement. The term of this Agreement shall commence July 01, 2020 and terminate on June 30, 2023.
10. Termination of Agreement. Notwithstanding section 9 above, this Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 6 months prior to the intended date of termination.
11. Conflict with Continuation of Services Agreement. This agreement supersedes all previous agreements relating to the Valencia County Sheriff's Office.
12. Approval. The parties agree that this Intergovernmental Services Agreement is subject to approval of the Governing Bodies of both the City and the County and the Valencia County Sheriff.
13. Receipts. There shall be strict accountability by the parties of all funds disbursed, received, and expended under the terms of this Agreement.

COUNTY OF VALENCIA

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2022, in regular session of the Valencia County Commission, Valencia County, New Mexico.

BOARD OF COUNTY COMMISSIONERS

Gerard Sais, ~~Jhonathan Aragon~~, Chair
District I

Jhonathan Aragon, Vice -Chair
District V ~~II~~

Troy Richardson ~~Gerard Saiz~~, Commissioner
Commissioner
District II ~~I~~

David Hyder,
District III

Joseph Bizzel ~~Charles D. Eaton~~, Commissioner
District IV

VALENCIA COUNTY SHERIFF

Denise Vigil, Sheriff

Date

ATTEST BY:

Mike Milam ~~Peggy Carabajal~~, County Clerk

Date: _____

THE CITY OF RIO COMMUNITIES

PASSED, APPROVED, AND ADOPTED this ~~28th~~ day of April 2020, in a Regular Business Meeting session of the City of Rio Communities, Valencia County, New Mexico.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret ~~(Peggy)~~ R Gutjahr,
Mayor Pro-tem

~~Bill Brown~~, Arthur Apodaca
Councilor

~~Joshua Ramsell~~, Lawrence R Gordon
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth (~~Lisa~~) F.Adair,
Municipal Clerk

DRAFT

Attn:

**Mayor Joshua Ramsell
City of Rio Communities
360 Rio Communities Blvd.
Rio Communities, NM 87002**

**Proposal: Strategic Advisory Services, Revenue Enhancement,
Strategic Sourcing, Process Optimization & Change
Management Advisory Services**

Submitted: May 10, 2022

From:

**PGV Advisors, LLC
3348 Peachtree Road NE
Suite 700
Atlanta GA 30326**

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Introduction:

PGV Advisors is pleased to present this agreement to provide Revenue Enhancement, Process Improvement, Strategic Sourcing and Expense Reduction services to the City of Rio Communities, New Mexico. PGV has assembled a team of seasoned specialists who are prepared to collaboratively bring together their years of industry and government business expertise to assist the City of Rio Communities obtain an improved cost and revenue model. The improved better financial structure will allow the City to reallocate resources to fund other strategic initiatives.

Key Objectives:

- PGV will Identify areas where additional revenue can be brought for the City and develop implementation plans to realize the revenue
- PGV will perform an assessment along with benchmark for The City of Rio Communities utilizing its proprietary database to identify cost categories with the greatest potential for reduction in cost
- Identified spend categories will be evaluated, solutions developed and implemented that will provide the City of Rio Communities with significant annual cost savings

Firm Background and Focus:

PGV Advisors, with offices in Atlanta, Charlotte, Houston, Little Rock, New York, Tampa and other places, focuses on helping organizations grow profitably by improving their cost structure, enhancing revenue and improving their internal business processes. Research has shown that organizations, on average, do not effectively manage approximately 40% of their total spend leaving opportunity to deliver significant savings.

Benefits clients enjoy by working with PGV:

- **Revenue Enhancement** – Identify areas where additional revenue can be earned
- **Improved Total Cost Model** - Access to their current products and services at a lower total cost, *on average 18% lower* than their current cost structure
- **Vendor Management Program** - Stronger and better managed vendor relationships
- **Sustainability** – Access to tools and training which provide visibility and control over spend
- **Ongoing support** in data management, market research and spend category expertise
- **Flexible service delivery model** designed based upon each client’s specific requirements

City of Rio Communities, NM

Agreement

PROJECT DESCRIPTION:

PGV Advisors seeks to provide value for the City of Rio Communities, New Mexico by conducting a thorough analysis of existing revenue models and spend categories. Through this process PGV will help identify opportunities for the City to benefit from:

- 1) Improved revenue enhancement areas
- 2) Improved vendor pricing on prospective purchase of goods and services and
- 3) Recovery of vendor overpayments

Our approach considers that every organization has a different culture therefore we invest the time to understand users' needs and develop practical solutions that drive higher revenue and lower total cost model.

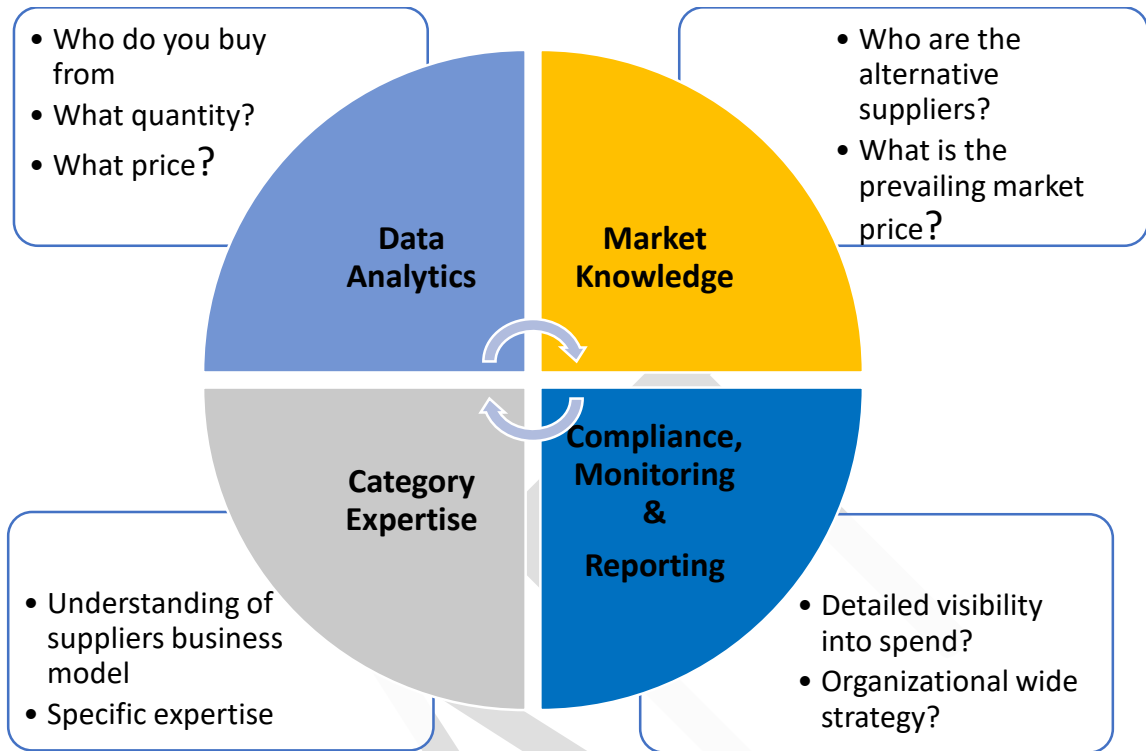
Revenue and Procurement organizations are typically not allotted the resources necessary to manage the data and market expertise required to administer the hundreds of categories under their supervision. Recognizing this, PGV has built a solution that allows our clients to tailor a solution to meet their specific resource needs in the areas of data analytics, market research, category expertise and compliance management.

Our team becomes an extension of your existing team, and you maintain control of the process.

Potential Revenue Enhancement Opportunities

- a) **Cars on the road without insurance (state implied fines)**
- b) **Increase alcohol/tobacco tax revenue**
- c) **Optimization of unused properties for alternative purposes**
- d) **Various state and federal grants**
- e) **Smart City solution grants and funds**
- f) **Grants from philanthropists and family offices**
- g) **Develop vocational training centers and attract people**
- h) **New cell tower revenue**
- i) **Solar farm incentives**
- j) **Affordable housing solution**

Components of spend management



Potential Savings Opportunities

The following highlights range of savings we have recently achieved for clients by categories of spend:

<u>Spend Category</u>	<u>Range of Savings</u>
Real Estate, Facilities and Maintenance	15% - 25%
Telecommunications	20% - 40%
IT (Hardware, Software, Services)	10% - 18%
Temporary Labor and Professional Services	8% - 15%
Insurance (Health and Non-Health)	7% - 12%
Logistics (Parcel, Road, Ocean and Air)	8% - 12%
Equipment, Vehicle Rental	9% - 17%
Office Supplies, Printing, Shop Supplies, Furniture	12% - 35%
Travel (Air, Car, Hotel, Policies)	9% - 25%
P-Card, Ghost Card, Travel Card Programs	1% - 3%
Marketing & Promotional Services	7% - 18%

City of Rio Communities, NM

Agreement

Scope of work would consist of the following:

To secure these benefits, PGV will develop a comprehensive strategy to identify, validate secure the pricing benefits and refunds of overpayments. Analysis can be conducted upon receipt of financial data by City of Rio Communities, with strategic sourcing efforts following once the strategy is developed. Strategic initiatives will be created as it relates to the category, led by our category expert advisors and technological resource tools.

Project activities will be performed in phases as follows:

- Analyze current and comprehensive yearly spend data;
- Categorize the data and develop strategic sourcing and savings initiatives which can be guided into implementation as needed;
- Provide initiative implementation and change management guidance for all areas of categorical spend;
- Negotiate new and existing vendor contracts to achieve perpetual savings;
- Provide expert advice in all realms of business (insurance, technology, facilities management, travel, marketing and exhibitions, and others.)

Identify and fully describe any work to be performed by City of Rio Communities:

- Provide requested data on timely basis
- Provide access to people to interview and meet as required
- Make necessary decisions based on facts

City of Rio Communities, NM

Agreement

PROJECT FEASIBILITY

PGV has assembled a team of advisors and consultants who are well versed in cost reduction over a broad range of expense categories as well as experienced in project management, change management and strategic solution development.

PGV will develop and present strategies and solutions that will require decision of City leaders. For the City to enjoy the full benefit of the strategies, PGV must have access to the proper stakeholders and high-level individuals with decision making authority; in addition, access to all City-wide financial reports, spend data by vendor and applicable category contracts.

PROJECT SCHEDULE

Assessment Phase: First 2 months

Implementation Phase: 3 to 5 years

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PROJECT FINANCING PLAN

Implementation Phase:

PGV has designed a “No Risk” solution for the City which will not require the allocation of financial resources for implementation phase. Instead, the project will be performed on a success fee basis and, as such, the City of Rio Communities will only be required to pay a fee when they have received enjoyment of the benefits delivered by PGV’s efforts.

PGV believes that the level of expertise and the proprietary market intelligence it has collected will yield significant financial benefit for the City. The savings delivered by PGV will be enjoyed by the City over multiple years.

PGV is proposing the following fee terms:

Prospective Cost Savings & Revenue Enhancement	25% of net improvements payable monthly for a 7 year period
Grants, Donations and Bonds	25% of gross funds received
Vendor Recoveries (Refunds/Credits/Rebates)	50% of secured recoveries payable upon receipt or credit to account
Project Based Fee Structure	6% to 10% upcharge through vendors or agreed with the City of Rio Communities

- Success fee: delivered revenue enhancement and cost savings based on value created by PGV efforts. Delivered improvement is defined as the new annual calculated cost/benefit as compared to your current cost/benefit structure which will be approved by City of Rio Communities management.
- Out of pocket expenses will be billed separately and approved by management in advance.

Out of pocket costs will be listed separately and billed at the actual amounts incurred. Normally, these amounts relate to travel related costs. Time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry or government regulatory inquiries whether made at the City of Rio Communities’ request or by subpoena, will be billed to the City of Rio Communities separately.

If the contract is cancelled for any reason by the City of Rio Communities, PGV will be eligible to receive all the projected fees based on only the benefits implemented and based on the signed contract terms by the City.

Payment Terms

City of Rio Communities will be billed monthly, and payment is due upon receipt via Automated Clearing House (ACH) transfer. City of Rio Communities will be invoiced on the 1st of each month.

PROJECT COMMUNICATIONS

Monthly, the project team will assess progress of the project and meet with management to report status and to obtain management decision where necessary. Timing of these meetings will be determined at the commencement of the project.

Management responsibilities:

We will require management's cooperation during the course of our services. Management is responsible for:

- making all management decisions and performing all management functions;
- designating an individual who possesses suitable skills, knowledge and/or experience, preferably within senior management, to oversee our services;
- providing the facts, circumstances and assumptions relevant to the specific assignment and informing us of changes in facts, circumstances, and assumptions;
- providing access to all financial records and related information and to management and personnel with information of relevance pertaining to the specific assignment;
- participating in status meetings at mutually agreeable times and being reasonably available for consultation when management decisions or further information is required; and
- Evaluating the adequacy and the results of the services performed and accepting responsibility for such results.

Change Order or Scope Change

Any new activities apart from agreed upon categories can be added by agreeing between both parties through email confirmation, with specific reference to this agreement, and will become part of this agreement. All project completion approval can be done through email confirmation, with specific reference to this agreement.

Electronic transmittals

During the course of our engagement, PGV or the City of Rio Communities may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and thus, confidentiality could be compromised. City of Rio Communities agrees to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between PGV and the City of Rio Communities and between PGV and third-party service providers or other entities engaged by either PGV or the City of Rio Communities.

Standards of performance and business risk allocations

We will perform our services in conformity with the terms expressly set forth in this AGREEMENT, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

If because of a change in the City of Rio Communities' status or due to any other reason, any provision in this agreement would be prohibited by, or would impair our independence under, laws, regulations, or published interpretations by governmental bodies, commissions, or other regulatory agencies, such

City of Rio Communities, NM Agreement

provision shall, to that extent, be of no further force and effect and the agreement shall consist of the remaining portions.

City of Rio Communities hereby authorizes PGV to pursue cost savings identified above without impacting the City of Rio Communities' operations. While PGV, with the prior permission of City of Rio Communities, may pursue changing providers, City of Rio Communities is not required under any circumstances to change vendors. Any recommendations used by City of Rio Communities to implement changes within twenty-four months of submission or during the PGV's review shall be deemed accepted by City of Rio Communities. The corresponding fee as set forth in this Agreement shall be due and payable to PGV. In addition, recommendations for one location are applicable to all locations. Upon notification that implementation of approved changes has been completed, City of Rio Communities agrees to provide PGV with a copy of the subsequent two months of invoices in order to validate that implementation has correctly occurred.

BUSINESS CASE STATEMENT

- (i) PGV Advisors aim to increase and grow value, perpetual savings, and increase internal employee productivity for City of Rio Communities. Our analysis will provide the basis of all recommendations and proper engagement with internal individuals at City of Rio Communities will help us to present all strategic plans for the best interest of City of Rio Communities.
- (ii) The benefits of working with PGV Advisors will be tangible and proven prior to execution. We base all recommendations on facts and proper analysis of such facts, matched with industry expertise and marketplace surveys, will support any strategic plan drafted and presented by PGV. Our strategic efforts will help internal employees by streamlining workflows with efficient tools, addressing costly work dynamics and possibly in other avenues. We would seek to provide guidance on strategic plans which can affect those in the surrounding area of City of Rio Communities and New Mexico on many levels.
- (iii) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project. N/A
- (iv) In the event that we are awarded the project, we would capture projected changes.
- (v) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project: N/A
- (vi) Specify the strategies or actions to mitigate known impacts of the project. N/A
- (vii) The key benefit of the project is that it will create additional capital that will allow the City of Rio Communities to invest in social, environmental and growth capital projects.
- (viii) Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government-spending plan: N/A
- (ix) Provide relevant proposer cost, quality, methodology, and process for identifying the project and time frame data. N/A

City of Rio Communities, NM

Agreement

CONTACTS

(i) Primary Contacts:

Sam Datta, Principal and Co-Founder
Direct dial: (678)571-3895
Email: sdatta@pgvadvisors.com.

(ii) PGV is legally formed as a Delaware LLC by its two founders, Sam Datta of Atlanta and Christopher Clabby of Tampa.

(iii) PGV was formed in 2015 as an independent company; however, it was operated by the current principals as a division of a larger consulting firm for a number of years prior to being spun off from its parent.

(v) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater for project proposals over \$20 Million.

N/A

(vi) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to any State of New Mexico and/or City of Rio Communities, New Mexico conflict of interest laws.

N/A

City of Rio Communities, NM

Agreement

Authorization

The terms in this agreement shall survive its completion or termination by either party. If any portion of this agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this agreement by signing below and returning one copy to us. We appreciate the opportunity to work with the City of Rio Communities and assure you that this engagement will be given our closest attention.

Very truly yours,

PGV Advisors, LLC

Date: _____

Sam Datta
Principal
PGV Advisors, LLC
3348 Peachtree Road NE
Suite 700
Atlanta GA 30326

Agreed and Accepted by:

Date: _____

Mayor Joshua Ramsell
City of Rio Communities
360 Rio Communities Blvd.
Rio Communities, NM 87002

RESUMES

Sam Datta, Co-Founder & Principal



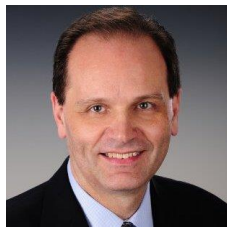
As a Principal of PGV, Sam co- leads our national team of professionals as well as developing our Atlanta and Houston market segment. Sam faces every challenge with sheer tenacity and conviction to succeed. As a Senior Executive and Board Member Sam builds enterprise value by reducing operating cost, finding new revenue streams through new channels, new markets, new products, and expanding the global footprint.

Sam’s ability to drive cost down and improve revenue span a 25-year career with Fortune 100 companies and small to midsized companies whose yearly revenue ranging from \$10m to \$20 billion. Cumulatively Sam has delivered over \$2 billion in cost reduction through various initiatives. Sam

managed over 15 acquisitions, quadrupled companies’ revenue through globalization and doubled EBITDA in three years.

Sam’s Specialties: Private Equity, Turnarounds, EBITDA Improvement, Cost Reduction, Revenue Acceleration, Margin Enhancement, P&L Responsibility, Multiple Expansion, Portfolio Company, Strategic Planning, Transportation & Logistics, Aviation, Manufacturing, Distribution, Professional Services, Technology, and International Business.

Christopher Clabby, Co-Founder & Principal



As a Principal of PGV, Chris co-leads our national team of professionals as well as developing our New York and Florida market segment. Chris expertise is working with business owners and corporate executives to identify business challenges and leading the development and implementation of cross functional finance, tax and operational solutions that deliver measurable value.

While most advisors are subject matter experts in a narrow area, Chris broad base of experience in tax, finance, operations and M&A has allowed him to deliver a higher level of value to each of his clients. With the ability to lead teams focused on profit improvement, Chris has helped deliver hundreds of millions of dollars of value to organizations ranging from privately owned middle market businesses to Fortune 25 companies. With nearly 30 years of experience in professional services, the last 15 in various leadership roles, Chris has served as a managing partner and practice leader for an international accounting and consulting firms as well as having previously developed and led a successful financial advisory practice focused on delivering finance, operation and tax solutions.

Chris has served clients in a wide variety of industries and sizes from start up to Fortune 50. In each situation, he has helped them to achieve their financial and operational goals by first understanding their finance and operational challenges and then developing a solution customized to help their organization capitalize on the opportunities.

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Paul Marchena, Managing Director - Insurance



As a Managing Director of PGV, Paul leads our national Risk Management and Insurance practice. Paul has over 19 years of experience in the risk management consulting and insurance placement arena. His industry specialization areas are manufacturing, distribution, and public entities. In his role Paul provides executives with general risk management and insurance placement advice, business continuity, crisis management, risk control, and other operational risk management issues. He

brings a wealth of experience in both the risk management consulting and insurance placement markets.

Paul's team focuses on bringing their clients a customized Risk Management Solution which addresses their complete needs from supply chain risks to employee benefits and privacy and data security liability. Paul and team have extensive experience in manufacturing, distribution and restaurant industries.

He began his career as an underwriter trainee at Royal Sun Alliance and proceeded to work for PricewaterhouseCoopers as a risk consultant working on domestic and international clients. Subsequently, Paul was asked to become manager of the retail insurance practice for Marsh & McLennan in their Grand Cayman office. In this role he provided day-to-day client management services for a wide spectrum of regional clients. During Paul's tenure his team assisted several large organizations respond to and mitigate their large claims in the aftermath of hurricane Ivan in 2004.

In 2006 Paul was recruited by Willis where he continued to assist several Caribbean regional executives with advisory services similar to his current role with Atlas. He has co-lead situational role playing and helped critique and design business continuity solutions.

Paul obtained his degree in Risk Management & Insurance from the prestigious Terry College of Business at the University of Georgia. He holds the Chartered Property & Casualty Underwriter (CPCU) and Associate in Risk Management (ARM) designations. He is also actively involved on a board level with several non for profit community organizations.

Frederick Esters, Director



Frederick is a Client Advisor with 30 years of industry experience.

Specialty includes: Relationship Development, Business Solutions, Sales and Marketing.

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Attachment: PGV Advisors General Business Terms and Conditions

PGV Advisors, LLC

GENERAL BUSINESS TERMS AND CONDITIONS

1. **Services.** It is understood and agreed that PGV Advisors, LLC (“PGV”) services (“Services”) may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. References herein to Client shall refer collectively to City of Rio Communities, New Mexico.
2. **Payment of Invoices.** Client agrees to pay properly submitted invoices within thirty (30) days of the invoice date, or such other date as may be specified in the Engagement Letter to which these General Business Terms and Conditions are attached (the “MSA”). Capitalized terms not defined herein shall bear the meanings ascribed to them in the MSA. Payments not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) 1 % per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, PGV shall have the right to halt or terminate entirely its Services until payment is received on past due invoices. If Client objects to all or any portion of any invoice, Client shall notify PGV, stating the reasons for the objection. Client shall be entitled to withhold payment of any amounts in dispute or for cause including, but not limited to (1) nonconforming Services not remedied, (2) damage caused by PGV, its subcontractors or agents during the performance of the Services to the property of Client, another contractor or other third party, (3) a breach of any provisions of this engagement, or (4) for claims made by PGV’s subcontractors or agents for amounts due but not paid by PGV, or for which a lien has been filed against Client’s property. The parties shall immediately make good faith efforts to settle any disputed portion of the invoice. Upon removal or cure of such cause, sums withheld shall be paid to PGV. Final payment of any amount due shall be made following completion or termination of the Services, completion of the actions set forth in Section 3(a)-(d) below, and receipt by Client of PGV’s invoice covering such final payment.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party (i) not less than sixty (60) calendar days before the effective date of termination or (ii) immediately, by giving written notice of such termination to the other party if such other party shall be adjudicated bankrupt, become insolvent, have a supervisor, conservator, or receiver of its assets or property appointed or make a general assignment for the benefit of creditors, or institute or cause to be instituted any proceeding in a bankruptcy or reorganization or rearrangement of its affairs. In the event of such termination, Client agrees to pay PGV for time charges at standard hourly rates and expenses incurred to the date of termination to the extent the amount so computed exceeds payments previously made by Client for the engagement; provided, however, that such Services had previously been approved by Client. Client also agrees to pay PGV all projected benefits for the original period of the signed vendor contracts. Upon expiration or termination of the agreement for any reason, or at any other time upon the Client's written request, PGV shall within five (5) business days after such expiration or termination:
 - a) deliver to the Client all Deliverables (as defined in paragraph 4(b)) (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for PGV’s use by the Client;

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- b) deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the confidential information;
- c) permanently erase all the Confidential Information (defined below) from PGV's computer systems; and
- d) Certify in writing to the Client that PGV has complied with the requirements of this section.

4. Contract Cancellation Fees.

If this contract is cancelled without any cause, City will be liable to pay all incurred cost and projected fees to PGV based on realized revenue and future revenue of implemented programs during the terms of this contract.

5. Ownership.

- a) PGV Technology. PGV has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, models; templates; the generalized features of the structure, sequence and organization of software; user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems) (collectively, the "PGV Technology").
- b) Ownership of Deliverables. Except as provided below, upon full payment of the respective Services provided to PGV hereunder up to the date of termination, whether such Services were terminated upon completion of the Services or if the Services were earlier terminated by Client, the Client is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under the AGREEMENT (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") therein. PGV agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for the Client. If, for any reason, any of the Deliverables do not constitute a "work made for hire," PGV hereby irrevocably assigns to the Client, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Any assignment of copyrights under the AGREEMENT includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). PGV hereby irrevocably waives, to the extent permitted by applicable law, all claims PGV may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables. To the extent that any PGV Technology is contained in any of the Deliverables, PGV hereby grants Client, upon full and final payment to PGV hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such PGV Technology in connection with the Deliverables.

6. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. PGV WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN A PROFESSIONAL MANNER, IN GOOD FAITH AND IN CONFORMANCE WITH ALL APPLICABLE LAWS AND CODES. PGV DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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7. Indemnity.

- a) Generally. PGV agrees to indemnify, hold harmless and defend Client, its shareholders, directors, officers employees and agents from and against any action, claim, demands, causes of actions, requests, lawsuits, judgments, or damages, costs, expenses, or losses (collectively, "Claims") including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to: (i) personal injury or property damage to the extent such claims or liabilities arise out of acts of omissions of PGV and/or its employees or agents in connection with their duties and responsibilities under the agreement, (ii) PGV's breach of the agreement, (iii) the alleged or actual misappropriation by PGV of Confidential Information, (iv) PGV's violation of applicable laws, and (v) allegations that the Deliverables, Services and/or any intellectual property furnished by PGV violate any third party's patent, trade secret or copyright within any jurisdiction (collectively, the "Indemnity Claims").
- b) Settlement of Claims. Client shall permit PGV to defend or settle any such Indemnity Claims, provided, however that (i) PGV shall not enter into any settlement agreement that would result in any admission by Client or payment by Client without Client's prior written consent, and (ii) Client may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense. Client agrees to provide PGV all reasonable assistance (at the expense of PGV) in connection with the defense or settlement of any such Indemnity Claim.
- c) Limitation on Damages. In no event shall either party or their respective employees, officers, directors and agents be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to the agreement, provided however, the limitations of such damages shall not apply in the case of PGV's (i) fraud or statements made fraudulently, willful misconduct or gross negligence; (ii) any Indemnity Claim; and/or (iii) any acts or omissions for which the governing law prohibits the exclusion or limitation of liability. In furtherance and not in limitation of the foregoing, PGV will not be liable in respect of any decisions made by Client because of the performance by PGV of its Services hereunder. The foregoing provisions shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

7. Insurance. During the Term, PGV shall maintain in force (i) at least \$1,000,000 coverage for the following insurance policies: workers' compensation, commercial general liability, errors and omissions, and (ii) other forms of insurance, in each case with insurers reasonably acceptable to Client, with policy limits sufficient to protect and indemnify Client and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from PGV's or PGV's agents, contractors, servants or employees conduct, acts, or omissions.

8. Confidentiality. PGV recognizes and acknowledges that it will have access to certain of Client's and/or its affiliates' and/or subsidiaries' confidential information and unique property. Additionally, PGV understands that all information relating to and/or generated as a result of the work performed under this engagement is to be considered Confidential Information. PGV will not, during or after the term of this engagement, use (except for the purpose of providing the Services which are the subject of this

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engagement) or disclose (except to PGV's employees and contract employees, as set forth below) any of Confidential Information to any person, firm, corporation, association, governmental entity, or other entity, except to authorized representatives of Client, for any reason or purpose whatsoever, without the express written consent of Client. PGV represents that it has entered into agreements with all of its employees and applicable subcontractors or agents requiring them not to disclose any Confidential Information. PGV shall limit internal dissemination of Client's and/or its affiliates and/or subsidiaries Confidential Information to those PGV employees and contract employees needing to know the information for the purpose of providing the Services which are the subject of this engagement, and then only if there is a clear understanding by such individuals of their obligation to maintain the confidential status of such Confidential Information and to restrict its use solely to performing professional Services for Client and/or its affiliates and/or subsidiaries pursuant to this engagement. Where the individual is a contract employee of PGV, Client reserves the right to request such contract employee enter into a confidentiality agreement directly with Client in a form acceptable to Client and containing terms not less strict than required hereunder. No right or license, express or implied, under any patent, patent application, technical information or other intellectual property of Client is granted herein. In the event that PGV is served with any legal process, administrative request for information, or any other third party request for Confidential Information, PGV further agrees that it will immediately notify Client, and that it will not disclose or release any such Confidential Information to any third party, including a governmental entity, until such time as Client has had the opportunity to review the request for information and either provide its written permission for PGV to respond and/or for Client to take efforts to protect its interests in said information by seeking a protective order or similar relief. The provisions of this Article shall survive the expiration or earlier termination of this engagement.

The obligations of this Section 8 do not apply to information which:

- i) is or becomes part of the public domain without the breach of any obligation of confidentiality owed to Client; or
 - ii) is required to be publicly disclosed under law, subject to the requirements and provision of this Section 8; or
 - iii) PGV can demonstrate by written documentation was in its possession before receipt from Client; or
 - iv) is covered by a written release from an authorized representative of Client.
9. Confidential Information. "Confidential information" shall mean all information relating to and/or generated as a result of the work performed under this engagement. Confidential information may include but shall not be limited to: technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawing, specifications, demonstration or test scripts, content under development, unpublished patent applications, techniques, processes, models, data, documentation, diagrams, flow charts, research, development, business plans or opportunities, business strategies, future projects, products or services, projects, products or services under consideration, procedures, trade secrets, purchasing information, business ideas or concepts, computer systems information, computer software, strategy, marketing methods, information related to finances, costs, pricing, vendors, customers, employees, account transactions, owner, renter or purchaser information; to include personal information, owner, renter or purchaser prospect lists, including but not limited to any lists of persons provided to PGV or any other information to which PGV gains access during the performance of the AGREEMENT whether

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before, on, or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other party or any of its employees or agents.

10. **Publicity.** No publicity releases (including news releases and advertising) relating to this engagement and the Services hereunder shall be issued by PGV without the prior written approval of Client. Any technical paper, article, publication, or announcement of advances generated in connection with the Services under this engagement, during the period of performance of the engagement or in the future, shall require Client's prior written approval. PGV shall not use the name or trademarks of Client or any of its or their subsidiaries, licensees, divisions or affiliated companies, as a reference in any sales materials, presentations, or on sales calls, or in any of PGV's customer lists or in any publicity, news release, Client biography or advertisement, or in any other written materials or any promotion or other activity of any kind, without Client's prior written consent. Client specifically prohibits the photographing of any portion of the Services or other Client property by PGV without the written permission of Client.
11. **Cooperation.**
 - a) Client shall reasonably cooperate with PGV in the performance by PGV of its Services under the Engagement Letter, including, without limitation, providing PGV with reasonable facilities and timely access to data, information and personnel of Client.
 - b) Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to PGV for purposes of the performance by PGV of its Services hereunder. PGV will base its conclusions on the facts and assumptions that Client submits and will not independently verify this information. Inaccuracy or incompleteness of the information Client provides could have a material effect on PGV's conclusions.
 - c) PGV will not update its advice for subsequent changes or modifications to the law and regulations, or to judicial and administrative interpretations thereof, unless Client separately engages PGV to do so in writing after such changes or modifications.
12. **Force Majeure.** No party shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
13. **Independent Contractor.** It is understood and agreed that PGV is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, partner or representative of the other. As such, PGV shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this engagement for its employees, subcontractors and agents as may be applicable. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
14. **Personnel.** PGV shall provide Client a list of personnel assigned to perform any Services. Any changes to personnel on any given project must be approved by Client in writing. During the term of this engagement, and for a period of twelve (12) months following the expiration or termination thereof, neither party will actively solicit the employment, or encourage the separation of, the personnel of the other party involved directly with providing Services hereunder. If a party breaches this section 14, such party will pay the non-breaching party 100% of the total compensation (including salary and bonus) paid or payable to the solicited, employed or retained employee during the twelve (12) months

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before the breach occurred.

15. **Survival.** Unless otherwise explicitly stated, all provisions of these General Terms and Conditions shall survive the expiration or termination of this engagement.
16. **Assignment.** Client may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of PGV. PGV may not assign or subcontract its rights and obligations hereunder without the prior written consent of Client.
17. **Entire Engagement.** These terms, and the Proposal or Engagement Letter to which these terms are appended, including the exhibits and any subsequent Addenda agreed to in writing by the parties, constitutes the entire agreement between PGV and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.
18. **Governing Law and Severability.** These terms, and the AGREEMENT, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of Florida (without giving effect to the choice of law principles thereof). If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
19. **Alternative Dispute Resolution.** Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to non-binding mediation upon the written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the American Arbitration Association. The mediation shall be exclusively conducted in Hillsborough City, Florida in accordance with Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. Costs of any mediation proceeding shall be shared equally by both parties. Exclusive jurisdiction for any lawsuit or proceeding shall be brought in the federal or state courts located in Hillsborough City, Florida.
20. **Notices.** Any notice provided for in herein shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to the parties at the address set forth in the MSA, or at such address or to the attention of such other person as either party has specified by prior written notice to the other party. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid)
21. **Non-Disparagement.** The parties covenant and agree that, both during the term of this engagement and from and after the termination of this engagement, no party will, either directly or indirectly, in any individual or representative capacity, make any statement, either oral or written, nor perform any other act or omission to act that is or could be detrimental to the goodwill of the other party, including, but not limited to, statements concerning either Client or PGV regarding their method of practice or the quality of Services, unless and until ordered otherwise by a court or administrative agency or compelled by judicial process or by action of an administrative agency.
22. **Counterparts.** The agreement may be executed in any number of counterparts, each of which shall be considered to be all original but all of which together shall constitute one and the same instrument.