



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, June 28, 2021 6:00 PM
Agenda

Please silence all electronic devices.

Mayor - Mark Gwinn

Mayor Pro Tem - Peggy Gutjahr

Council - Bill Brown, Joshua Ramsell, Jim Winters

ATTENTION: In an effort to curb the spread of COVID-19 by practicing social distancing and limiting public gatherings, 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. Special Workshop of 5/27/2021 Workshop Minutes 06/14/2021 & City Council Minutes 6/14/2021

Presentations

Public Comment: The Council will take public comments on *this meeting's specific agenda items*. These should be in written form via email or faxed through 4:45 PM on June 28, 2021. Hard copies can be faxed to 505-861-6804 or emailed to admin@riocommunities.net. 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. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

Manager Report

Action Items

2. Discussion, Consideration, and Decision – Approval of Accounts Payable
3. Discussion, Consideration, and Decision – Approval of Rio Communities City Complex Master Plan Including Phase I and/or II
4. Discussion, Consideration, and Decision – Contract for ITB #2021-0104
5. Discussion, Consideration, and Decision – Appointment of Library Board Members
6. Discussion, Consideration, and Decision – Approval of Streetlight Placement

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

Council Discussion

Executive Session - Executive Session regarding Workforce Solution Complaint possible threatening or pending litigation pursuant to NMSA 10-15-1(H)(7)

- * 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 Pro-tem**

Adjourn

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

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- Mayor Pro tem Peggy Gutjahr called to order the city council workshop at 6:02 pm.
- Present: Mayor Pro tem Peggy Gutjahr, Councilor Winters, Councilor Ramsell.
Present: P&Z Commission Thomas Scroggins, LE Rubin, Scott Adair, John Thompson, and Lawrence Gordon.
Present: City Manager Dr. Martin Moore and Municipal Clerk Lisa Adair

Abatement Ordinance – Discussion

- Mayor Pro tem Gutjahr gave a brief description of the history of the ordinance and began a discussion.
- John Thompson said the commission recommend adding a definition section to the abatement ordinance and began a discussion.
- John Thompson said on section 11-6-2 should include lettering for each type of violation/issue to show as sub-paragraphs for easier readability for the public.
- Manager Dr. Moore explained there needs to be consistency in the ordinances and explained the definition of Municode or codification.
- LE Rubin asked when ordinances are codified will be on a search engine to make it easier to find items pertaining to the ordinance they are trying to find.
- Mayor Pro tem Gutjahr said we have put this in this year's budget for Municode to come and codify our ordinances, after the attorney looks at them, and then people can search for what they need on the website. The discussion continued.
- John Thompson asked to keep 11-6-6 C of the posting and began a discussion.
- Tom Scroggins said asked to redefine smells rather than using words like rank or noxious.
- Councilor Winters said thank you to the Commission for their work on the ordinance and for trying to make it where the public can understand it, but we have to keep it defensible in court.
- Scott Adair suggested putting an article in the newsletter to explain the ordinance and began a discussion.
- Mayor Pro tem Gutjahr said attorney said the broader you make it, the more defensible it is, and although it may be hard to read, it might be better to leave it broad.
- Scott Adair said we want to make sure the definitions are words in the document.
- Mayor Pro tem Gutjahr said if Scott would put together a definition list and bring back to Council and we will have attorney look at it and continued the discussion.
- LE Rubin said in a previous draft we had an appendix A that outlines a lot of what the State says abatement and asked if it is something we would to have back in there.
- Councilor Winters said there was a reason for it to be there, but the lawyer said it was redundant because it is a state statute.
- LE Rubin asked if we are bound by the state statute and was told yes.
- Mayor Pro Tem Gutjahr said what we have in here is what we should have.

Animal survey – Discussion

- Manager Dr. Moore began the discussion on the animal survey and said the attorney really liked the way it is laid out and it is a matter of the planning commission placing their stamp of approval on it and start stuffing envelopes.
- John Thompson said would there be hesitancy to filling this out if they have unregistered pets. He then said we may have to do two surveys if we find holes in the data from the first survey and began a discussion.
- Mayor Pro tem Gutjahr explained we have we had an interruption with the computer and are back live.
- Councilor Winters said he like the preface on the survey and said the commission might consider a hearing on the ordinance if COVID allows and began a discussion.
- LE Rubin said all responses will be anonymous.

Training – Discussion

- Manager Dr. Moore said he received a save the date from the Council of Governments for June 25, 2021 which deals with the upcoming legalization of recreational marijuana and the impact it will have on land use and zoning policies. He continued to explain is seems they will be walking us through what to expect before it hits and began a discussion.
- Mayor Pro tem Gutjahr asked what the training covers.
- Manger Dr. Moore said it would be training for all Council and Planning and Zoning.
- Mayor Pro tem Gutjahr said this would help us to determine where we want it to be sold or not want it to be sold and continued the discussion.
- Councilor Winters said the first training regarding medical marijuana was very helpful. He explained we were not allowed to deny the sale of marijuana, but we could control where it was sold and so we tailored our ordinance for that.
- L E Rubin asked what time the training was on June 25th and was told it started virtually at 9:30 and is an all-day training.
- Manager Dr. Moore said he is working on trying to get specialized training for planning and zoning from the Council of Governments, something geared specifically toward the Commission and began a discussion.

Zoning Grid – Discussion

- Tom Scroggins said we have discussed where we would put it, as an appendix to our zoning ordinance or separate, this is not official and should have a disclaimer saying it is not a binding legal document.
- John Thompson said he does not know why we can't make this part of our ordinances as an appendix and make it official and began a discussion.
- LE Rubin asked it can be changed without going with a public hearing.
- Manager Dr. Moore explained if you do update an ordinance then yes, then they can change by a resolution and continued a discussion.
- Mayor Pro tem Gutjahr said it has come to their attention that it is difficult for some if they want to move into our City to find what they are looking for and they would like to be able to easily find things in our ordinances.

- LE Rubin asked when you are look at how this is classified is this looking at business but also residential as well.
- Councilor Winters said it includes residential and explained how he looked over the document, going through R-1 and looked at all the special use and conditional use and marked them and what is really important is where it is regular use and them knowing that if it is special use that it will take more time and effort.
- John Thompson said if you were building a complex that is considered a business but what if you are a renter/landlord are you a business and what should be required.
- Councilor Winters said going through the zoning grid it logically should be in C2 or C3 that is in C1 and all we have there is what is there today.
- LE Rubin asked if what is in C1, can it also be in C2 and C3.
- Councilor Winters said it was not included when we created the ordinance.
- Mayor Pro tem Gutjahr asked should this be given back to P&Z to see if they match and asked what a reasonable time frame would be to complete the Zoning Grid.
- Tom Scroggins said they would have to work on it and continued the discussion.

General/open Discussion

- John Thompson began a discussion on neighborhoods, going over names and recommended the lots around sawtooth are smaller than enchanted mesa and suggested not allowing the larger animals.
- Mayor Pro tem said there are areas that enchanted mesa can also be named differently and continued the discussion.
- Councilor Winters said let the houses in that area name themselves by sending mailer to just those houses and continued the discussion.
- John Thompson said he would like to see it included formally so that we can implement that into other areas.
- Mayor Pro tem Gutjahr said she likes the concept but does not know how to go about making the neighborhoods.
- Councilor Ramsell said maybe talk to people within the different neighborhoods and get their input, and like the idea of having larger animals in the larger lots and continued the discussion.
- Manager Dr. Moore said if you have local people that are willing to take the bull by the horns and communicate with their neighbors it would work best, they could shape the neighborhood into something special, banning together against crime, volunteering to clean, etc.
- Mayor Pro tem Gutjahr explained the citizen patrol/crime watch defined areas, but within 6 months, they could not get anyone to help.
- Councilor Ramsell said they will have to be in for the long haul, go to the meetings, and stick with it.
- John Thompson said what if the City has the say so for putting the neighborhoods names and sending out neighborhoods information on setting up their own neighborhood watches.

- Lawrence Gordon said the main reason why the neighborhoods were brought up so we can have lot sizes because of the animal ordinance and to help identify where people might want to move to, to be within an area where certain animals are permitted.
- John Thompson said Code Enforcer is the bad cop, but the City could be the good cop that goes and gives certificated to the houses that have the best yard or maintained street, comparing yards only to their neighborhood homes.
- Mayor Pro tem Gutjahr said this would be good for a future newsletter, letting the public know that is something we are considering, we should get feedback from the residents.
- Councilor Ramsell said maybe a 501c3 can do this, but the City cannot give out prizes because of the anti-donation laws and continued the discussion.
- Councilor Winters said the history of the City is we were divided into neighborhoods and the VIA condoned the competitions and continued the discussion.
- John Thompson said he can setup a draft regarding neighborhoods and continued the discussion.
- Lawrence Gordon asked about the lights on Horner and Kaghan because there is eventually going to be an accident there. He then asked how it is decided where streetlights will be placed.
- Manager Dr. Moore said we just received by email an amendment agreement for the utilization of the \$65,000 appropriated for lights, and each light is approximately \$2,000, there will be a meeting set up with Public Works and if the Planning & Zoning Commission wants to join us, you would be welcome. He then said the timing is going to be based on City Council and paperwork being processed, then we will get areas identified and the work can begin.
- Mayor Pro tem Gutjahr explained Council has picked areas for the lights to be installed and there was also a concern about the lights shining down rather than up. The discussion continued.
- Scott Adair said there are also lights that can be motion censored.
- Councilor Winters asked if there was any carryover money for lights and began a discussion.
- Manager Dr. Moore said we will have to do a budget adjustment partway through the year if Council feels like there is more money that can be spent out of the General Fund for lights.
- Councilor Winters asked for an update on the drainage plan, there are a lot of interesting things happening with NMDOT.
- LE Rubin asked about the big hole on Chamartin.
- Manager Dr. Moore explained the hole has been filled in with milling, those have settled a little and we might have to add more, San Lucas and Chamartin have been added to the drainage plan, including the repair of the hole, and if the DOT approves that we will be able to have that fixed, and the fence will remain as a precaution. He then explained the engineers have determined that area will be removed and replaced. The discussion continued.

- Councilor Winters said the parks study is almost final and we have a park committee, there was a \$250,000 grant for parks this year, and asked if the acquisition of land is part of that grant.
- Manager Dr. Moore said the acquisition is not part of that grant and began a discussion.
- Lawrence Gordon said as almost everything that was suggested to become a park had to be acquired.
- LE Rubin asked if people used the parks on the north and south of the building.
- Mayor Pro tem Gutjahr said there are people out there occasionally. She then said the design original for this building was for the other side to be used as offices and this side to be used as recreation. She continued to explain we are in the processes of moving all personnel over to the other side and the next phase will move everything to help this side become recreation and the library. She continued to explain the Mercer group is working to help us find qualified candidates for the paid Chief, and we are moving into the process of hiring, then we will be hiring two paid EMTs that will be working mostly days, we have a new tinder truck is here and we have more money to begin looking at another truck and continued the discussion.
- Councilor Winters said we are currently we are working on 13 grants, so we are finally getting money in and there will be three or four paving projects this summer and continued the discussion.
- Clerk Adair said the next special workshop with P&Z will be August 26, 2021.

***Public input/questions**

- No public comments.
- The City Council workshop was adjourned at 8:07 p.m.

Respectfully submitted,

 Lisa Adair, Municipal Clerk
 (Transcribed by Amy L. Lopez, Deputy Clerk)

Date: _____

Approved:

 Mark Gwinn,
 Mayor

Margaret (Peggy) Gutjahr,
Mayor Pro-tem/Councilor

Bill Brown,
Councilor

Joshua Ramsell,
Councilor

Jim Winters,
Councilor

Special Workshop w/P&Z DRAFT Minutes 05/27/2021



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, June 14, 2021 3:00 PM
Minutes

Please silence all electronic devices.

Call to Order

- Call to Order by Mayor Pro tem Peggy Gutjahr at 3:05 pm.
- Present: Mayor Pro tem Peggy Gutjahr, Councilor Bill Brown, Councilor Joshua Ramsell, Councilor Jim Winters (Virtual).
 Present: City Manager Dr. Marty Moore, Municipal Clerk Lisa Adair, Finance Officer/Treasurer Stephanie Finch (virtual) and Finance Clerk/CPO Angela Valadez (virtual).

Park Presentation (MRWM)

- ❖ Park Presentation (MRWM) - Robert Loftus began a quick overview of the parks presentation, explaining the types of parks to Council. He explained pocket parks and the sawtooth area for consideration for the first pocket park and further said as the community grows the City should consider developing the other areas for larger parks.
- ❖ Mr. Loftus recommended the first phase begin with site 7 with available money, starting with shade structures, a playground and some parking. He then said you should consider acquiring more property in the next phase and recommended Timan and Del Fuego properties and looking for funding to develop them and once you have parks established you need to start looking at placing your trail systems, having open spaces and developing site 9. He began presenting costs for various sites and potential funding.
- ❖ Councilor Ramsell said he likes the way included site 7 to be finished in phases because we do not have enough money to do it all at once and also likes the idea to acquire more land and began a discussion.
- ❖ Councilor Winters said the plan put together with some input in the committee but some from the Community, and he thinks this is a good plan with the funding we have.
- ❖ Councilor Brown said this basically what he would have recommended.
- ❖ Mayor Pro tem Gutjahr said she like the idea of #7 and thinks it gives a visual and like the location being close to City Hall and would be a good starting place. She then asked how we will get water to site #7.
- ❖ Robert Loftus said they would look at where the utilities are located, and it would have service from the water company and suggested planting a few trees but design the park to be water efficient. He then said there are pros and cons to all the sites but the visibility and central location, being close to City Hall will help with the maintenance and explained there were a lot of reasons site #7 would be best to start with.
- ❖ Manager Dr. Moore explained finding a starting place, making a first visible step, and treating the parks study as a living document that we can use to move forward is how we are going to get something accomplished.
- ❖ Mayor Pro tem Gutjahr asked about fencing around site #7 for safety.
- ❖ Mr. Loftus stated that there are large DOT rights-of-way and is suggesting fencing around at least the section of park next to the road.

- ❖ Councilor Ramsell said he noticed a few park in a densely populated part of Albuquerque that were just tucked into very small lots but were spaced close together and began a discussion.
- ❖ Robert Loftus suggested whatever you start, make phase one look finished and add on to it later if you need to.

Accounts payable report (Finance Officer)

- Finance Office Stephanie Finch and Finance Clerk Angela Valadez went over accounts payable with council: Two charges for Tyler Technologies in the amount of \$4,826.25 for the maintenance of Incode for the Municipal Court and those charges are reimbursable; Robles, Rael and Anaya for monthly attorney fees in the amount of \$1,833.88; Cooperative Educational Service for the park study in the amount of \$1,885.90; Tyler Technologies for the setup of permitting, licensing, and code enforcement in the amount of \$7,676.65; Tyler Technologies for MyCivic maintenance in the amount of \$3,937.50; Robles, Rael and Anaya for attorney fees in the amount of \$1,833.88; Sandra Schauer for the production of the Rio Communities Newsletter in the amount of \$3,763.87; Accustripe for the restriping of City Hall parking lot in the amount of \$861.50; Valencia County Fire Dept. for the Hazard Mitigation Plan Update in the amount of \$1,391.65; Amazon Business for office supplies including a monitor and docking station for the clerk in the amount of \$773.79; HD Supply White Cap for tools and cleaning equipment for public works in the amount of \$2,421.65; PNM for Rio Grande Estate fire department in the amount of \$849.23; Craig Independent Tire Co for replacement tires for the Tahoe in the amount of \$545.02; Quill for fire cabinets in the amount of \$2,874.98.
- Council began a discussion on some of the items such as the PNM from the fire department.

Resolution 2021-xx First Amendment to Capital Appropriation Project (Manager, Finance Officer)

- Finance Officer Finch explained Resolution 2021-xx First Amendment to Capital Appropriation Project is to allow a change in wording for street lighting that allow us to use lights other than LED.
- Council began a discussion on the different sites that were plotted.

SB-37 Junior Bill Community & Youth Programs for Rio Communities (Council, City Manager, Finance Officer)

- SB-37 Junior Bill Community & Youth Programs for Rio Communities - Finance Officer Stephanie Finch said it is very vague and we need to come up with a plan to spend the money.
- Council began a discussion regarding how to spend the \$75,000 that has to be spent by June 2022.
- Mayor Pro tem Gutjahr suggested to have a workshop in August and suggested finding other partnerships and the discussion continued.
- Finance Officer Finch said DFA would know ASAP with brief explanation of who will be handling the agreements and we need to have an idea of what we are going to do.
- Manager Dr. Moore said his recommendation would be to have the City as a fiscal agent and working together with community partners to develop the program and continued the discussion.
- Finance Officer Finch agreed with what the City Manager suggested and that would be sufficient for now to get the ball rolling.

Ordinance 2021-xx Fireworks Control (Council)

- Mayor Pro tem Gutjahr explained this will be on the agenda tonight for public hearing and final approval.
- Councilor Brown said this is almost hand and glove with the 2013 ordinance and is a good thing.
- Mayor Pro tem Gutjahr said she noticed there is already issues with people setting off fireworks and explained the fire department needs to have their members, who are going to be handing out citations, certified and ready.
- Clerk Adair explained we can either have them come to the court house or she can swear them in and continued the discussion.

Electrical Sign - scope of work

- Manager Dr. Moore said he has spoken with the Code Enforcer, and we are being careful to follow procurement code and explained the size and type of sign which would be around \$50,000 without labor and explained labor cost would be nearly \$2,500. He then explained we have some decorative boulders and will use gravel in the middle of the boulders so that it is easy to maintain.
- Councilor Brown said all the message boards sale people all do free transport, no taxes and don't do installation.
- Manager Dr. Moore said we can use more than one company if we need to.
- Councilor Brown began a discussion regarding letter size.
- Councilor Winters said the scope of work looks good and we should go forward with the project.
- Councilor Ramsell said he has no objections to the sign.

EMS Job Description

- EMS Job Description - City Manager Dr. Moore explained that there was a couple of areas he corrected on the description and then stated he was looking at the market areas around us to see what they have for salary ranges, explained what other areas qualifications are, and would be getting a job announcement out tomorrow.
- Councilor Brown said preferred qualifications should be under experience and began a discussion.

Library

- Library - Manager Dr. Moore explained almost all of the faux stone panels are almost all up, brought a temp 1099 to help and he has installed the built in shelves, carpet in going in this week, and closer to the front windows we are installing a half door so that until we get a librarian the deputy clerk can check out books, we have decided to not install the librarian station due to its unsafe location in front of the window and allows us more room. He continued to explain the electrical, the supports for the computer counter are being built and six computers are going to be going, described the bookshelves that will be installed and began a discussion.

Rio Communities Master Drainage Plan

- ❖ Rio Communities Master Drainage Plan – Jordon Chavez from HDR began his presentation giving an overall project area. He then explained project 1 involving culvert replacement and repair on NM 309 and Hillandale crossings; Project 2 involving culvert

- repair and channel restoration on NM-47 arroyo and explained the need for rip rap; Project 3 involving roadway improvement of curb and gutter, valley gutter and traffic guardrail Horner and Goodman; Project 4 Storm Drain Improvements on Chamartín involving installation of median drop inlets, pipe and manholes as well as the replacement of concrete rundown, curb and gutter and valley gutter installation; Project 5 Navajo Loop Channel involving the construction of detention ponds, new channel with riprap, installation of riprap and storm drain pipe and construction of CBCs at street crossings; Project 6 Pond and Roadside Ditch involving a new detention pond and construction of new ditch; Project 7 Riggs Street Improvement involving ditch restoration and valley gutter; Project 8 Country Club Lane Draining Improvements involving the installation of riprap and ditch restoration; Project 9 OM involving general maintenance of existing infrastructure.
- ❖ Jordon Chavez continued the presentation by reviewing the detention pond analysis for projects 5 and six which determines potential locations and pond sizes and proposed locations. He then
 - ❖ Council asked a couple of questions on the drainage plan regarding how the ponds could be incorporated with parks and continued the discussion.
 - ❖ Jordon explained Detention Pond 8 and Roadside Ditch and said he will be replacing a few updated sheets in the Master Plan so that it has the most current information. The discussion continued.

Council General Discussion & Future Agenda Items

- Councilor Brown asked what we can and cannot spend that money on.
- Manager Dr. Moore explained a lot of ties to direct fiscal economic impact to the City and they split the money into two pieces, HUD communities and State, we are under the State, and they are pointing towards us spending it on programs such as fire, EMS and rescue and direct impact to core functions and continued the discussion.
- Mayor Pro tem Gutjahr said as she understood we can use some of that to finish something for recreation in the building but that may not be possible.
- Manager Dr. Moore said monies you may have been looking at core services or health and safety items, you have some funds that were not expended can be redirected, but the way he sees it, it will indirectly benefit the City and continued the discussion.
- Councilor Brown said it seems like it is a catch 44, to be able to spend the money we are given, we would have to purchase land using City funds and continued the discussion.
- Councilor Winters had no report.
- Mayor Pro tem Gutjahr explained the items she is wanting to have on the magnet such as utilities contacts and began a discussion.
- Councilor Ramsell said there are 3 handouts and began to go over a pie chart to show people how much of residents property tax actually come to the City and where we spend our money and tax dollars vs grants, the other handouts concern a residential property and a commercial properties and the two different tax rates, explained debt tax, and wants people to think about agreeing to having two different tax rates and possibly raise residential tax to provide more services for the City.
- Mayor Pro tem Gutjahr asked if a discussion on putting on the election ballot should take place in a workshop and continued the discussion.

- Council agreed to have a special workshop on June 29 @ 10:00 am on taxes and financial issues and continued with the discussion

Adjourn

- The City Council workshop was adjourned at 5:10 pm.

Respectfully submitted,

Elizabeth (Lisa) Adair, Municipal Clerk
(Taken and Transcribed by Amy L. Lopez, Deputy Clerk)

Date: _____

Approved:

Mark Gwinn,
Mayor

Margaret (Peggy) Gutjahr,
Mayor Pro-tem/Councilor

Bill Brown,
Councilor

Joshua Ramsell,
Councilor

Jim Winters,
Councilor



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Monday, June 14, 2021 6:00 PM
Minutes

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Call to Order

- Mayor Pro tem Gutjahr called to order the meeting at 6:00 pm.

Pledge of Allegiance

- Councilor Winters led the pledge of allegiance.

Roll Call

- Present: Mayor Pro Tem Peggy Gutjahr, Councilor Bill Brown, Councilor Joshua Ramsell, Councilor Jim Winters.
 Present: City Manager Dr. Martin Moore, Municipal Clerk Lisa Adair, Finance Officer Stephanie Finch (virtual), Finance Clerk Angela Valadez (virtual) and Valencia County News-bulletin Editor Clara Garcia.

Approval of Agenda

- Councilor Brown made a motion to approve the agenda as presented. The motion was second by Councilor Ramsell. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote the agenda for the City Council regular business meeting of June 14, 2021 was approved as presented.

Approval of Minutes of the City Council Regular Workshop minutes and the City Council Regular Business meeting minutes 5/24/2021 and the City Council Special Business meeting minutes 6/2/2021

- Councilor Brown moved to approve the Regular Workshop minutes and the City Council Regular Business meeting minutes 5/24/2021 and the City Council Special Business meeting minutes 6/2/2021. The motion was second by Councilor Winters. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters with a 4-0 vote the minutes for the City Council Workshop and Regular business meeting of 5/24/2021 and the City Council Special business meeting of 6/2/2021 was approved as written.

Public Hearing

- **Motion & roll call vote to recess Regular Business Meeting session and to go into Public Hearing**
 - Councilor Winters moved with a roll call vote to recess Regular Business Meeting session and to go into Public Hearing. The motion was second by Councilor Ramsell. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote the regular business meeting was recessed and the public hearing began at 6:08 pm
- **Consideration of the proposed:** Ordinance 2021-XX Chapter 11 Article 1 Fireworks Control
 - Councilor Brown said this was heavily discussed at our workshop.
 - Councilor Winters said he had nothing to add as we have discussed this thoroughly.
 - Councilor Ramsell said we have seen over the last few days the situation locally and throughout the State with the dry conditions and we have discussed this thoroughly.

- **Motion and roll call to go back into Regular Business Meeting session and roll call vote to recess Regular Business Meeting session and to go into Public Hearing**
 - Councilor Winters moved with a roll call to go back into Regular Business Meeting session and roll call vote to recess Regular Business Meeting session and to go into Public Hearing. The motion was second by Councilor Ramsell. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote Council returned to the regular business meeting at 6:10 pm.

Discussion, Consideration, and Decision – Ordinance 2021-xx Fireworks Control

- Councilor Brown moved to approve Ordinance 2021-79 Fireworks control ordinance. The motion was second by Councilor Ramsell. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote Ordinance 2021-79 Chapter 11 Article 1 Fireworks Control was passed, approved, and signed.

Mayoral Proclamation - Fireworks

- Mayor Pro tem Peggy Gutjahr read the proclamation into the minutes.
- Clerk Adair mentioned there was a correction to the proclamation and needs to say 2021-79 at the second therefore on the State Statute and Ordinance and began a discussion.
- Mayor Pro tem Peggy Gutjahr stated the proclamation is available to reviewed online to find out what is and is not permissible.

Manager Report

- City Manager Dr. Moore gave his report: the drywall in the library is almost complete, carpet is going in this week, the stone facing is almost complete, the electrical is almost complete. He then explained we are closing on one of the road projects on Hillandale and are close to being finished with the drainages plan and are looking to be finished soon with the City Hall Phase Two plan, and we are working with Planning and Zoning to update some ordinances.
- Manager Dr. Moore said we are working on the personnel policy, have a few good candidates for the fire chief and appreciate the Mercer Groups help with that and will be interviewing soon. He then said this Saturday, the fire department is going to have an open house to see the new doors and new trucks and equipment.
- Manager Dr. Moore stated that we reviewed the job description going out this week for 2 emergency personnel to help primarily with daytime during the week calls and they would be EMT/Fire with EMT basic training.

Economic Development Report

- EDC - Vice Chair Loedi Silva gave the Economic Development report to Council: We focused on social media presences and we have voted to spotlight businesses within the community, where we will interview a business and this time that business was also in our newsletter; we have had one business reach out to be spotlighted and we will be putting spotlights on the EDC website, with a new business every 6-8 weeks; we will be featuring positive stories from our communities and would appreciate ideas and pictures from events such as the fire department open house; branding and logo has been tabled until it is coming to fruition; she has been meeting with Belen and Los Lunas EDC to establish a positive relationship; Fran Rossberg is working on Welcome Wagon bags and needs items from businesses for those; Kuan asked to

have a meeting with Mayor Pro tem and City Manager for a grant to help repair low income homes with a deadline on July 19th.

- Mayor Pro tem Gutjahr said we are working on revising the magnets that will be going out to individuals and continued the discussion.

Planning and Zoning

- Chair Thomas Scroggins gave the Planning and Zoning report to Council: We have decided to revisit the Master Plan because it has been over six years; we have the finalized version of the animal welfare survey and will begin getting those out the public; we are going to revisit RV storage because it is a subject that comes up often; we have talking about an unofficial sectioning of the city based on lot sizes because that affects what types of animals should be allowed where.
- Mayor Pro tem Gutjahr said as a Council we have been doing a checklist on the Comprehensive Plan in the last two year and will have to locate that information and began a discussion.

Municipal Clerk Department

- Clerk Adair gave her report: For the month of May we received our final MyCivic app training, we are waiting for the developer to give us so final information so that we can input that on our workflow system, and the workflow system is where from the app, they will send the work order to the Public Works Director and from there the Public Works Director will determine who will take care of that situation. That is why we have to have a workflow, workorders will be broken down into categories like signs and graffiti and from there the workorders will be delegated. I have been manually changing addresses on google maps to show Rio Communities because she is not getting help from them, I have been trying to work with google to let them know that we are a government entity, but I am not getting any response, but they are approving the edits. We do have a lot of sections that do say Rio Communities, but homes and businesses do not. We are working on Incode, we have a training this month and two next month and by the end of July we should be going live with licenses and permits, we did our final training on Municode agenda and minutes, we are still changing some items, and we should be going live next month with the Commissions.
- Mayor Pro tem Gutjahr asked if once we get MyCivic ready, will we be notifying the public that it is available and how to use it.
- Clerk Adair said either we could put it in the newsletter, or we could do a special thing on social media explaining it, we could do some thing special once we go live, but the idea was to put it on the website and social media.
- Mayor Pro tem Gutjahr said we could add it to our magnet as well.
- Clerk Adair said I have worked with the City Manager with the City Hall renovation and have helped the procurement officer to get some bids to the newspaper, coordinated with the County to be an early election site, we are looking at using our current offices for early voting site once we have moved to the other side of the building, early voting starts October 16, with elections taking place November 2. She then said she is sending a letter to the County Clerk announcing the position and continued to read the letter.

Finance Department

- Finance Officer Stephanie Finch gave the report for the Finance Department: The finance department has submitted the interim budget and received interim budget approval from DFA; worked with HDR Engineers and Chief Procurement Officer on bid package for NMDOT Grant #D18398 for Golf Course Lane/ Country Club Lane; on June 3, 2021 Invitation to Bid was published and released for Golf Course Lane Improvements; Accounts Payable, reconciliation of bank accounts, biweekly payroll/payroll reporting and taxes; submitted request for reimbursement on Drainage Plan grant and close-out documents for L300249 – NMDOT Grant; grant management and monthly reporting; worked on NMFA loan for fire truck; help pre-bid conference for invitation to bid #2021-0103; worked on end of year adjustments and are preparing for end of year and FY 2021 audit; attended trainings with Bidnet Direct and signed the City up for their website which is a free procurement service; and working on the finishing touches for the final budget.

Code Enforcement Department/Public Works Department

- Code enforcer/public works director Gordon Reeves gave the report for both the code enforcement and public works: **Code Enforcement:** Field work has identified weed and vehicle violations, storing of RV's & boats violations, and accessory building violations. The occupants of a dozen properties have been notified and are working with code enforcement to correct violations. **Public Works:** Public workers have mowed city hall grass and performed weed control on city property; Public workers have cleaned approximately a dozen illegal dumping areas around the city; In preparation for using the legislative appropriation grant for streetlights, I am completing a Labor and Material cost analysis for Rio Communities Blvd (Hwy 47) LED streetlight fixture up-grade; Highway 304 light fixtures have been installed; Both the vacant full time and soon to be vacant part time Public Works positions are being advertised for Hire. Our part time worker has resigned effective June 19th from the part time position; Potholes: list given to Contractor to Bid in May; The City now has a stockpile of 250 waste tires set to be sent to recycle in JUNE. In addition, we have stockpiled mattresses, furniture, and appliances for removal. **Street Paving:** Cities roads: The 2020/ 2021 Road contract work with Universal Constructors to chip seal and fog seal Hillandale and surrounding streets is completed. Please note that the purpose of this project was to extend the life of the existing pavement on these streets. **Library:** Carpet is being installed the week of June 14, 2021; We expect to complete installation of the book shelves the last week of June, depending on the availability of shelving material; Countertops for the library computers are ready to be installed.
- Code enforcer/public works director Gordon Reeves gave a report of things not on the submitted report: completed stripping of the city hall parking lot as well as two emergency parking stalls for the fire department in the back of the building, there is a tree on Golf Course Road that needs to be removed, and we need to fill the two positions of public workers. He then said we have some RV situations coming up with people parking RVs in front of there homes and we are beginning to cite those and weeds over 20 inches tall
- Councilor Brown said we are going to ask for his assistance to enforce illegal fireworks for the City.

Fire Department

- Fire Chief - City Manager Dr. Moore gave the report for the Fire Department: Our new Fire Tender (Tanker) truck has already been on numerous calls and operated well! On June 19th,

from 11 a.m. to 3 p.m., the Fire Department is hosting an open house for the public. We cordially invite city staff and city council as well as the city manager to come by. Please also bring your family members with you. Free food and drinks will be provided! We are continuing to replace outdated tools and gear. We want to take a minute to thank City Council and the city manager and city staff for all their hard work and Support to the Fire Dept. Monthly statistics for April calls: 2 Alarm calls, 1 brush fire call, 2 disturbance calls, 2 domestic violence calls, 1 illegal burn call, 2 information calls, and 74 medical calls, with a total of 84 calls. They are getting ready to do another round of training as well.

- Councilor Brown asked if there is a way to find out how many of the medical calls that we actually responded to, because he would like to see the before and after of hiring the two new EMTs and began a discussion.

Municipal Court Department

- Court Clerk Lisa Adair gave the report for the month of May to Council: 14 traffic violation(s) were filed; Amounts collected are: Correction fees \$60; Court Automation fees \$18; Judicial Education fees \$9; Court Fines of \$120; giving a total of \$207.00 were collected in the courts.

Public Comment

- No public comments.

Discussion, Consideration, and Decision – Approval of Accounts Payable

- Councilor Ramsell said there were several charges for Tyler tech, and they include MyCivic and maintenance fees that we usually don't see.
- Mayor Pro tem Gutjahr said there were 2 file cabinets for the fire department that are fireproof that were ordered. She explained the accounts payable report is online for public viewing.
- Councilor Ramsell motioned to approve the accounts payable as presented. The motion was second by Councilor Winters. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote accounts payable was approved to be paid.

Discussion, Consideration, and Decision - Resolution 2021-xx First Amendment to Capital

Appropriation Project - street lights

- Mayor Pro tem Gutjahr said we had originally in the 2020 capital outlay streetlights that would be solar only, but we have asked for the wording to be changed to provided us more options.
- Clerk Adair read into the minutes Resolution 2021-13 First Amendment to Capital Appropriations Project.
- Councilor Winters moved to approve Resolution 2021-13 First Amendment to Capital Appropriations Project. The motion was second by Councilor Ramsell. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote Resolution 2021-13 First Amendment to Capital Appropriation Project Streetlights was passed, approved, and signed.

Discussion, Consideration, and Decision - Approval Electrical Sign - scope of work

- Mayor Pro tem Gutjahr explained this project has gone on for a while and we are looking to add an electric sign to our parking lot and described the scope of work.

- Councilor Winters moved to approve the Electrical Sign - scope of work. The motion was second by Councilor Ramsell. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote, the scope of work for the electric sign was approved.

Discussion, Consideration, and Decision – Approval of Rio Communities Park Master Plan

- Mayor Pro tem Gutjahr said we had an excellent presentation today and began a discussion.
- Councilor Winters thanked the members of the Committee from the Community, they have provided very good information and opinions and some of those have been incorporated into the design, and he hopes to work with them in the future.
- Councilor Ramsell said getting to watch the presentation was great, it basically laid out a multi-year plan and it shows what is possible.
- Councilor Brown said kudos to those that prepared it, it was a good presentation.
- Mayor Pro tem Gutjahr said she liked the layout, and agrees that although it will take time, it will be worth it.
- Councilor Ramsell moved to approve the Rio Communities Park Master Plan. The motion was second by Councilor Winters. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote the Rio Communities Park Master Plan was approved.

Discussion, Consideration, and Decision – Approval of Rio Communities Master Drainage Plan

- Mayor Pro tem Gutjahr said another outstanding presentation that has been in the making for a while now and explained some of the problems the City has with drainage.
- Councilor Brown said this a very good plan that will serve us well and was well presented.
- Councilor Winters said in the zoning ordinance left room for the drainage plan because if you are building next to a drainage area it takes planning and these guys did a great job.
- Councilor Ramsell added that some did not understand that there has never been a drainage study done in this area, not by the State or County, and this will be really good information that we can share and it is really good for us to have this.
- Councilor Ramsell moved to approved Rio Communities Master Drainage Plan. The motion was second by Councilor Brown. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote, the Rio Communities Master Drainage Plan was approved.

Council Discussion

- Councilor Ramsell said Council has been really busy during COVID, parks, streetlights, drainage for the future of this community.
- Councilor Winters said it occurred to him that we have been able to do the most with the fewest of employees in the County, we would love to have more employees but the ones we have, have all come through.
- Councilor Brown had no report.
- Mayor Pro tem Gutjahr agreed that when we looked at the very beginning, things have been laid out to be built on and we didn't have the money when we started but we have been able to get Capital Outlay and get a lot accomplished.

Executive Session - regarding the discussion of the purchase, acquisition 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

- Councilor Ramsell motioned with a roll call vote to go into close session regarding the discussion of the purchase, acquisition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8). The motion was second by Councilor Winters. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote Council went into executive session at 7:13 pm.

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

- Councilor Winters made a motion with a roll call vote to go back into the regular business meeting session. The motion was second by Councilor Ramsell. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote Council went back into the regular business meeting session at 7:45 pm.

Welcome everyone back and statement by the Mayor Pro-tem

- Mayor Pro-tem Gutjahr welcomed everyone back in the City of Rio Communities, and explained an executive session was held to speak only of the matter concerning regarding the discussion of the purchase, acquisition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8).

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

- Mayor Pro tem Gutjahr stated there is an action item and asked for a recommendation to be made to purchase the land south of the Rio Grande Fire Station, identified as Tract 2B 1.00AC and Tract 2C, land of Horizon Corporation for \$95,000 plus 1/2 of the closing cost and to give Margaret R. Gutjahr authority to execute and sign the contract.
- Councilor Ramsell motioned to grant Mayor Pro tem Margaret R. Gutjahr the authority to execute and sign the contract. The motion was second by Councilor Winters. Voting Yea: Mayor Pro Tem Gutjahr, Councilor Brown, Councilor Ramsell, Councilor Winters. With a 4-0 vote the motion to purchase land south of the Rio Grande Fire Station, identified as Tract 2B 1.00AC and Tract 2C, land of Horizon Corporation for \$95,000 plus 1/2 of the closing cost and to give Margaret R. Gutjahr authority to execute and sign the contract was approved.

Adjourn

- Councilor Winters moved to adjourn. The motion was second by Councilor Ramsell. With a 4-0 vote the City Council regular business meeting was adjourned at 7:48 pm.

Respectfully submitted,

Elizabeth (Lisa) Adair, Municipal Clerk
(Transcribed by Amy L. Lopez, Deputy Clerk)

Date: _____

Approved:

Mark Gwinn,
Mayor

Margaret (Peggy) Gutjahr,
Mayor Pro-tem/Councilor

Bill Brown,
Councilor

Joshua Ramsell,
Councilor

Jim Winters,
Councilor



Rio Communities, NM

Accounts Payable Approval Report

By Fund

Item 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
Department: 2002 - General Administration					
Ralph T. Barnes	105	06/22/2021	Not to exceed \$2500 Skilled la...	11000-2002-55999	675.00
Quill	17218195	06/22/2021	Quill renewal	11000-2002-55999	49.99
Wells Fargo Financial Leasing	5015371577	06/22/2021	Dell Server Lease-City Hall	11000-2002-57130	2,497.73
Wells Fargo Financial Leasing	5015537419	06/22/2021	Sharp Copier Lease	11000-2002-55999	138.42
Home Depot	621790633	06/22/2021	Blanket PO for City Hall Purchas...	11000-2002-54010	23.82
Card Service Center	INV0002601	06/23/2021	GoToMeeting Subscription	11000-2002-56010	10.77
Card Service Center	INV0002601	06/23/2021	Water	11000-2002-56999	26.44
Las Cruces Sun News	0003916271	06/24/2021	Invitation to Bid #2021-0102	11000-2002-57090	204.40
Kalamazoo Flag Company	21189	06/24/2021	American and state flag	11000-2002-54999	220.70
Department 2002 - General Administration Total:					3,847.27
Department: 3004 - Animal Control					
Valencia County Fiscal Office	AC2021-54	06/22/2021	Animal Control-May 2021	11000-3004-55999	763.20
Department 3004 - Animal Control Total:					763.20
Department: 3005 - Dispatch/E911					
Village of Los Lunas	304	06/22/2021	E-911 Dispatch	11000-3005-55999	7,546.75
Department 3005 - Dispatch/E911 Total:					7,546.75
Department: 4004 - Library					
Home Depot	H3511-92922	06/22/2021	Materials for Library book shelv...	11000-4004-54050	1,960.02
Department 4004 - Library Total:					1,960.02
Department: 5101 - Public Works					
ASAP Glass, LLC.	284067	06/22/2021	Windshield replacement-F250	11000-5101-54040	156.86
ASAP Glass, LLC.	284068	06/22/2021	Windshield replacement-Tahoe	11000-5101-54040	143.68
Dova Inc	3733	06/23/2021	Fleet Vehicle cleaning	11000-5101-55999	90.00
WEX Bank	72109005	06/23/2021	Fuel for City Vehicles	11000-5101-56120	98.74
Home Depot	622129880	06/24/2021	Blanketed PO # not to exceed \$...	11000-5101-56040	23.49
Department 5101 - Public Works Total:					512.77
Department: 5104 - Highways and Streets					
Universal Constructors, Inc.	9000	06/28/2021	Back fill hole	11000-5104-55999	1,723.00
Department 5104 - Highways and Streets Total:					1,723.00
Fund 11000 - General Operating Fund Total:					16,353.01
Fund: 20900 - Fire Protection					
Department: 3002 - Fire Protection					
Sharp Electronics Corporation	9003342292	06/22/2021	FD- Copies	20900-3002-55999	2.43
Century Link	INV0002600	06/22/2021	FD Substation	20900-3002-57160	70.45
WEX Bank	72109005	06/23/2021	Fuel for Fire Department Vehicl...	20900-3002-56120	834.46
Department 3002 - Fire Protection Total:					907.34
Fund 20900 - Fire Protection Total:					907.34
Fund: 21100 - Law Enforcement Protection					
Department: 3001 - Law Enforcement					
Card Service Center	INV0002601	06/23/2021	Kustom Signals	21100-3001-58020	10,959.00
Department 3001 - Law Enforcement Total:					10,959.00
Fund 21100 - Law Enforcement Protection Total:					10,959.00
Fund: 29700 - County EMS GRT					
Department: 2002 - General Administration					
WEX Bank	72109005	06/23/2021	Fuel for EMS Vehicles	29700-2002-56120	52.21
TLC Uniforms	237957	06/24/2021	shirts and uniforms	29700-2002-56110	362.75
Department 2002 - General Administration Total:					414.96
Fund 29700 - County EMS GRT Total:					414.96

Accounts Payable Approval Report

Item 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 39900 - Other Capital Projects					
Department: 2002 - General Administration					
First American Title Insurance C...	INV0002603	06/28/2021	Purchase of Property - Earnest ...	39900-2002-58050	5,000.00
First American Title Insurance C...	INV0002604	06/28/2021	Purchase of Property	39900-2002-58050	96,222.38
Department 2002 - General Administration Total:					101,222.38
Fund 39900 - Other Capital Projects Total:					101,222.38
Grand Total:					129,856.69

Report Summary

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	16,353.01
20900 - Fire Protection	907.34
21100 - Law Enforcement Protection	10,959.00
29700 - County EMS GRT	414.96
39900 - Other Capital Projects	101,222.38
Grand Total:	129,856.69

Account Summary

Account Number	Account Name	Expense Amount
11000-2002-54010	Maintenance & Repairs - ...	23.82
11000-2002-54999	Other Maintenance	220.70
11000-2002-55999	Contract - Other Services	863.41
11000-2002-56010	Software	10.77
11000-2002-56999	Supplies - Other	26.44
11000-2002-57090	Printing/Publishing/Advert..	204.40
11000-2002-57130	Rent of Equipment/Machi...	2,497.73
11000-3004-55999	Contract - Other Services	763.20
11000-3005-55999	Contract - Other Services	7,546.75
11000-4004-54050	Maintenance & Repair - F...	1,960.02
11000-5101-54040	Maintenance & Repairs - ...	300.54
11000-5101-55999	Contract - Other Services	90.00
11000-5101-56040	Supplies-Furniture/Fixture...	23.49
11000-5101-56120	Supplies - Vehicle Fuel	98.74
11000-5104-55999	Contract - Other Services	1,723.00
20900-3002-55999	Contract - Other Services	2.43
20900-3002-56120	Supplies - Vehicle Fuel	834.46
20900-3002-57160	Telecommunications	70.45
21100-3001-58020	Equipment & Machinery	10,959.00
29700-2002-56110	Supplies - Uniforms/Linen	362.75
29700-2002-56120	Supplies - Vehicle Fuel	52.21
39900-2002-58050	Land Acquisition	101,222.38
Grand Total:		129,856.69

Project Account Summary

Project Account Key	Expense Amount
None	129,856.69
Grand Total:	129,856.69

Authorization Signatures

MAYOR & COUNCILORS

MARK GWINN, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM/COUNCILOR

BILL BROWN, COUNCILOR

JOSHUA RAMSELL, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK



Rio Communities, NM

Accounts Payable Approval Report

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Department 2002 - General Administration Total:					3,847.27
Department: 3004 - Animal Control					
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Department 4004 - Library Total:					1,960.02
Department: 5101 - Public Works					
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Home Depot	622129880	06/24/2021	Blanketed PO # not to exceed \$...	11000-5101-56040	23.49
Department 5101 - Public Works Total:					512.77
Fund 11000 - General Operating Fund Total:					14,630.01
Fund: 20900 - Fire Protection					
Department: 3002 - Fire Protection					
Sharp Electronics Corporation	9003342292	06/22/2021	FD- Copies	20900-3002-55999	2.43
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Fund 20900 - Fire Protection Total:					907.34
Fund: 21100 - Law Enforcement Protection					
Department: 3001 - Law Enforcement					
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Department 3001 - Law Enforcement Total:					10,959.00
Fund 21100 - Law Enforcement Protection Total:					10,959.00
Fund: 29700 - County EMS GRT					
Department: 2002 - General Administration					
WEX Bank	72109005	06/23/2021	Fuel for EMS Vehicles	29700-2002-56120	52.21
TLC Uniforms	237957	06/24/2021	shirts and uniforms	29700-2002-56110	362.75
Department 2002 - General Administration Total:					414.96
Fund 29700 - County EMS GRT Total:					414.96
Grand Total:					26,911.31

Report Summary

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	14,630.01
20900 - Fire Protection	907.34
21100 - Law Enforcement Protection	10,959.00
29700 - County EMS GRT	414.96
Grand Total:	26,911.31

Account Summary

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11000-2002-54999	Other Maintenance	220.70
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11000-3005-55999	Contract - Other Services	7,546.75
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20900-3002-55999	Contract - Other Services	2.43
20900-3002-56120	Supplies - Vehicle Fuel	834.46
20900-3002-57160	Telecommunications	70.45
21100-3001-58020	Equipment & Machinery	10,959.00
29700-2002-56110	Supplies - Uniforms/Linen	362.75
29700-2002-56120	Supplies - Vehicle Fuel	52.21
Grand Total:		26,911.31

Project Account Summary

Project Account Key	Expense Amount
None	26,911.31
Grand Total:	26,911.31

Authorization Signatures

MAYOR & COUNCILORS

MARK GWINN, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM/COUNCILOR

BILL BROWN, COUNCILOR

JOSHUA RAMSELL, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK

PURCHASE AGREEMENT CONTRACT

CITY OF RIO COMMUNITIES

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Rio Communities, State of New Mexico, hereinafter referred to as the "City" and Universal Constructors, Inc., hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Governing Body.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall deliver products or perform the work outlined on the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference. Product(s) shall be delivered or work performed only upon receipt of a valid Purchase Order issued by the City that specifically identifies the products or services to be provided by the Contractor.

2. Compensation.

A. The City shall pay to the Contractor in full payment for product(s) accepted or services satisfactorily performed based on the price(s) found in the Bid Form at **Attachment 1**.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. The Contractor shall submit an accurate invoice for each purchase. Any reimbursement of taxes due to the Contractor shall be shown as a separate item. Invoices shall refer to the Purchase Order Number and shall be itemized unless otherwise specified by the City. Invoices are to be mailed to: City of Rio Communities Accounts Payable, 360 Rio Communities Blvd. Rio Communities, NM 87002

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall terminate upon acceptance by the City and payment for the specified product(s) or services.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for product(s) delivered and accepted or work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for product(s) delivered or such work performed within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Governing Body, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Insurance.

The Contractor agrees to obtain and maintain, at the Contractor's expense, such insurance as will protect the Contractor from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the

City and the Contractor from all claims for bodily injury, death, or property damage which may arise from the performance by the Contractor, or by the Contractor employees, for the Contractor's functions and services required under this Agreement. Such insurance shall be in an amount not less than **\$1,000,000.00** for injury to any one person and **\$1,000,000.00** on account of any one accident and in the amount of not less than **\$1,000,000.00** for property damage. The comprehensive liability insurance shall name the City an additional insured with specific endorsements so naming the City for any claims against the City arising from the work performed by the Contractor under this Agreement. The Contractor further agrees to procure and maintain professional liability (errors and omissions, or "E&O") insurance in an amount not less than \$2,000,000.00 per claim and in the aggregate. Prior to commencement of any work, the Contractor shall furnish to the City a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least thirty (30) calendar days prior written notice shall have been given to the City. Contractor shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement. The failure to have valid policies of insurance in full force and effect at any time during the term of this agreements shall constitute a material breach of this agreement.

Employer's liability coverage will be required of the Contractor and any subcontractor for any class of employee engaged in work under this agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the City and authorized to do business in the state of New Mexico, and who are rated A,A- (A.M. Best Ratings) or AA+/- (S&P). Except as provided below, coverage shall be on an occurrence basis. All insurance policies shall contain a waiver of subrogation against the City. All insurance policies shall be primary. Coverage shall be on ISO coverage forms. Deductibles in excess of \$10,000 per claim may only be approved by the City. Coverage shall be as broad as that provided in ISO CG 20 01 04 13. Self-insured retentions must be declared and approved by the City. Automobile coverage shall be ISO Form CA 001 covering Code 1 (any auto) with the limits of **\$2,000,000** per accident for bodily injury a property damage. If an E&O policy is on a claim made basis, then the date of the policy must be shown and must be before the date of the Contract or the beginning of the scope of work under the Contract, be maintained and evidence for such coverage to be provided for at least five (5) years after completion of the work under the Contract. If such coverage is cancelled or not renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Contract, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under the Contract.

7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors providing product(s) or performing services for the City and are not employees of the City of Rio Communities. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Rio Communities as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax

purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Rio Communities unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

9. Subcontracting.

Not applicable.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Rio Communities from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Rio Communities and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement

any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

14. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in City of Rio Communities. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of product(s) delivered, or services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Disclaimer and Hold Harmless.

City of Rio Communities shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City of Rio Communities harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City of Rio Communities in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Rio Communities from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Rio Communities and the New Mexico Association of Counties by certified mail.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. Non-Collusion.

In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

28. Survival.

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance, and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

29. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Force Majeure.

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Governing Body after voting on the Contract at a public meeting or

unless it is executed by the City of Rio Communities City Manager, if the amount of the Contract is \$20,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully executed copy of the Agreement and one or more valid Purchase Orders issued by the City.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

This Invitation for Bids and the Contractor's Bid Form are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any Contract amendment(s), in reverse chronological order; then
2. this Contract itself; then
3. the Invitation for Bids; then
4. the Contractor's Bid Form; then
5. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the City of Rio Communities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Rio Communities based upon the Contractor's trade secret infringement relating to any product or service provided under this Agreement, the Contractor agrees to reimburse the City of Rio Communities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Rio Communities shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and

- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
 - i. provide a procuring agency of the City the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing;
- or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

37. Escalation Clause.

Price escalation due to increased cost to the Contractor is not allowed.

38. Warranties.

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

39. Commercial Warranty.

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

40. Inspection.

Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

41. Inspection of Plant.

The City may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

42. Late Payment Charges.

Except as otherwise agreed to: late payment charges may be assessed against the user agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

43. Overcharge Resulting from Antitrust Violations.

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

44. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

45. Notices.

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

To the City: Angela R. Valadez, City of Rio Communities Procurement Officer
360 Rio Communities Blvd.
Rio Communities, NM 87002

To the Contractor: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature of all parties.

CONTRACTOR

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

DRAFT

CITY OF RIO COMMUNITIES

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2021.

GOVERNING BODY OF THE CITY OF RIO COMMUNITIES

MARK GWINN, MAYOR

MARGARET "PEGGY" GUTJAHR
MAYOR PRO-TEM

BILL BROWN
COUNCILOR

JOSHUA RAMSELL
COUNCILOR

JIM WINTERS
COUNCILOR

ATTEST BY:

ELIZABETH "LISA" ADAIR, CITY CLERK

By: _____ Date: _____
City of Rio Communities Procurement Officer

Attachment 1

Scope of Work

The CONTRACTOR shall deliver products and services to a Procuring Agency which issues a valid Purchase Order at prices not to exceed those shown in the Contractor's Bid Form (ITB 2021-0104 Appendix A). Procuring Agencies reserve the right to negotiate lower pricing upon mutual agreement of the parties.

DRAFT

APPENDIX A

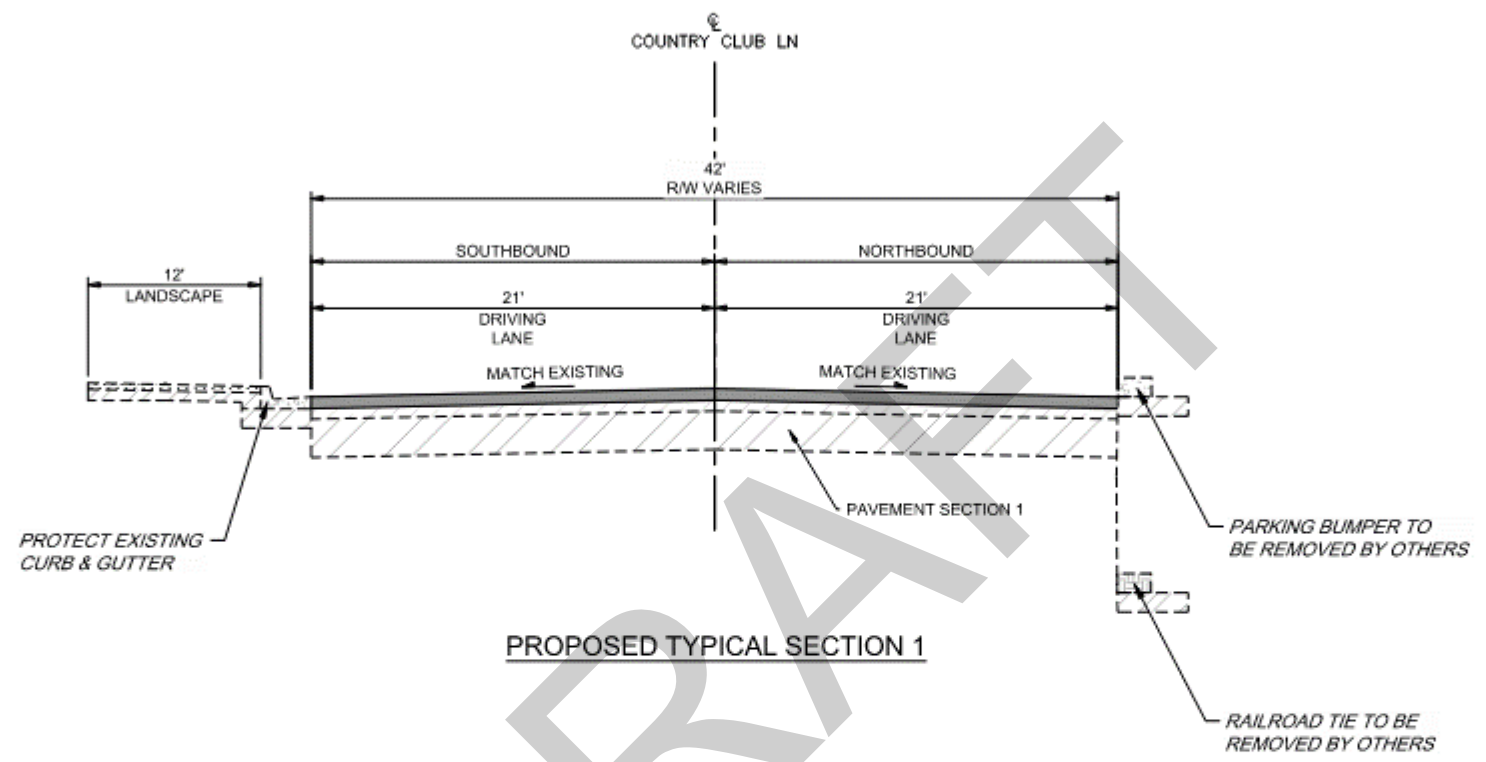
A. Scope of Work

DESCRIPTION

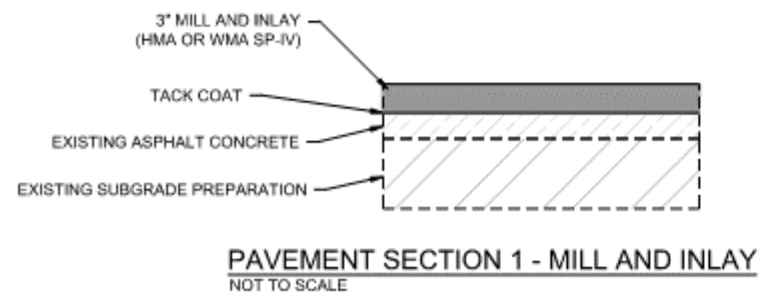
PARTICIPATING

The project consists of milling 3 inches on Country Club Ln and placing 3 inches of HMA OR WMA SP-IV for top mat. The proposed top mat shall match the existing profile. The project limits will be defined by The Beginning of Project (BOP) and End of Project (EOP). The BOP is the intersection of Country Club Ln with Golf Course Rd and the EOP is 1-ft offset from Tierra del Sol Golf Course parking lot gate.

Estimated Quantities for Contractor Information Only		
Item Description	UNIT	QUANTITY
COLD MILLING (ASPHALT) (3")	SY	245
HMA OR WMA SP-IV (3")	SY	245
ASPHALT MATERIAL FOR TACK COAT	SY	245
RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	800
RETROREFLECTORIZED PAINTED MARKINGS 12"	LF	25

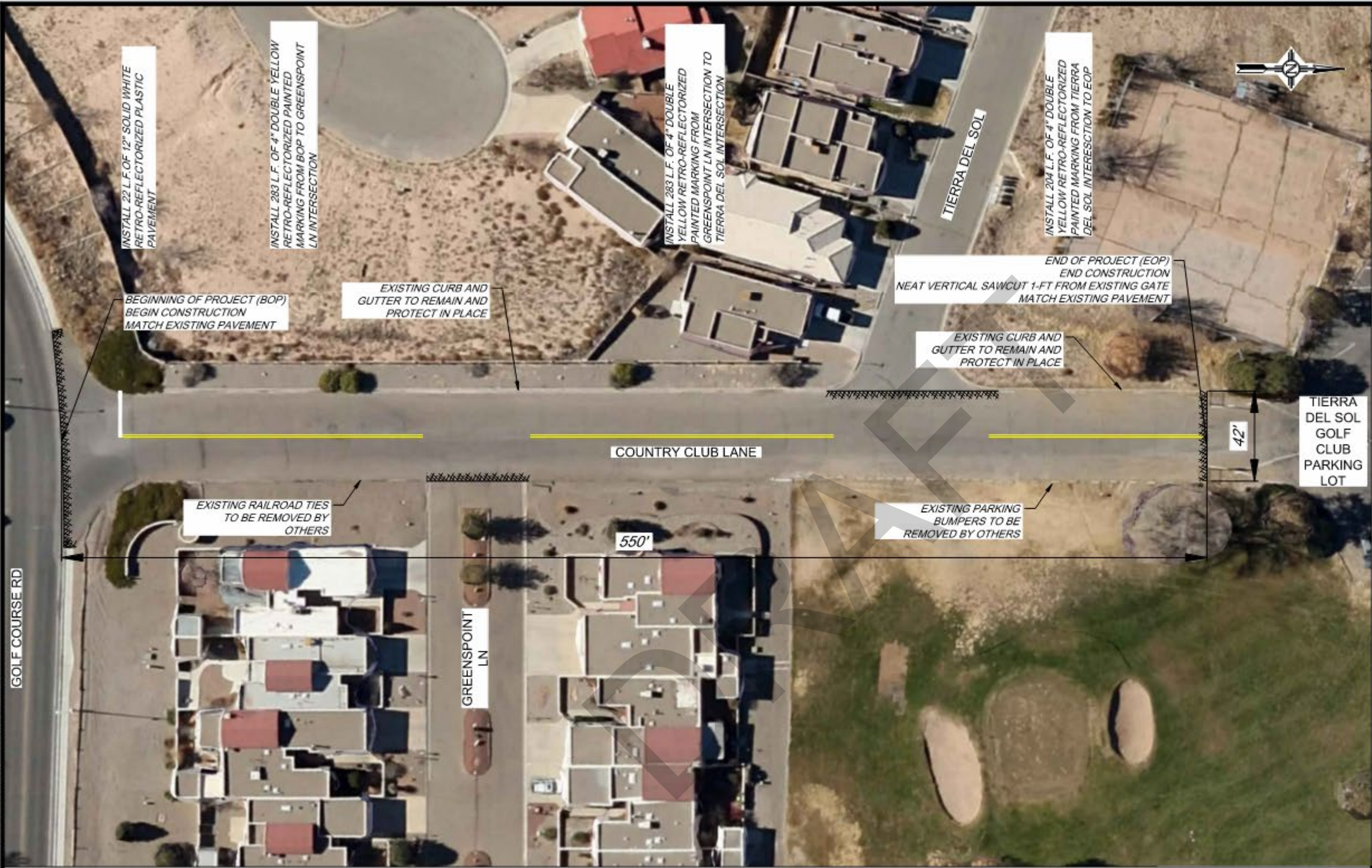


PROPOSED TYPICAL SECTION 1



ANTONIO NUNEZ-TOVAR
NEW MEXICO
25774
PROFESSIONAL ENGINEER
MAY 28, 2021

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
RIO COMMUNITIES			
COUNTRY CLUB LANE IMPROVEMENTS			
EXISTING TYPICAL SECTION			



2155 LOUISIANA BLVD N
SUITE 9500
ALBUQUERQUE, NM 87110
(505) 830-5400

LEGEND

NEAT VERTICAL SAWCUT EXISTING PAVEMENT.



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			

RIO COMMUNITIES

COUNTRY CLUB LANE IMPROVEMENTS

PLAN VIEW



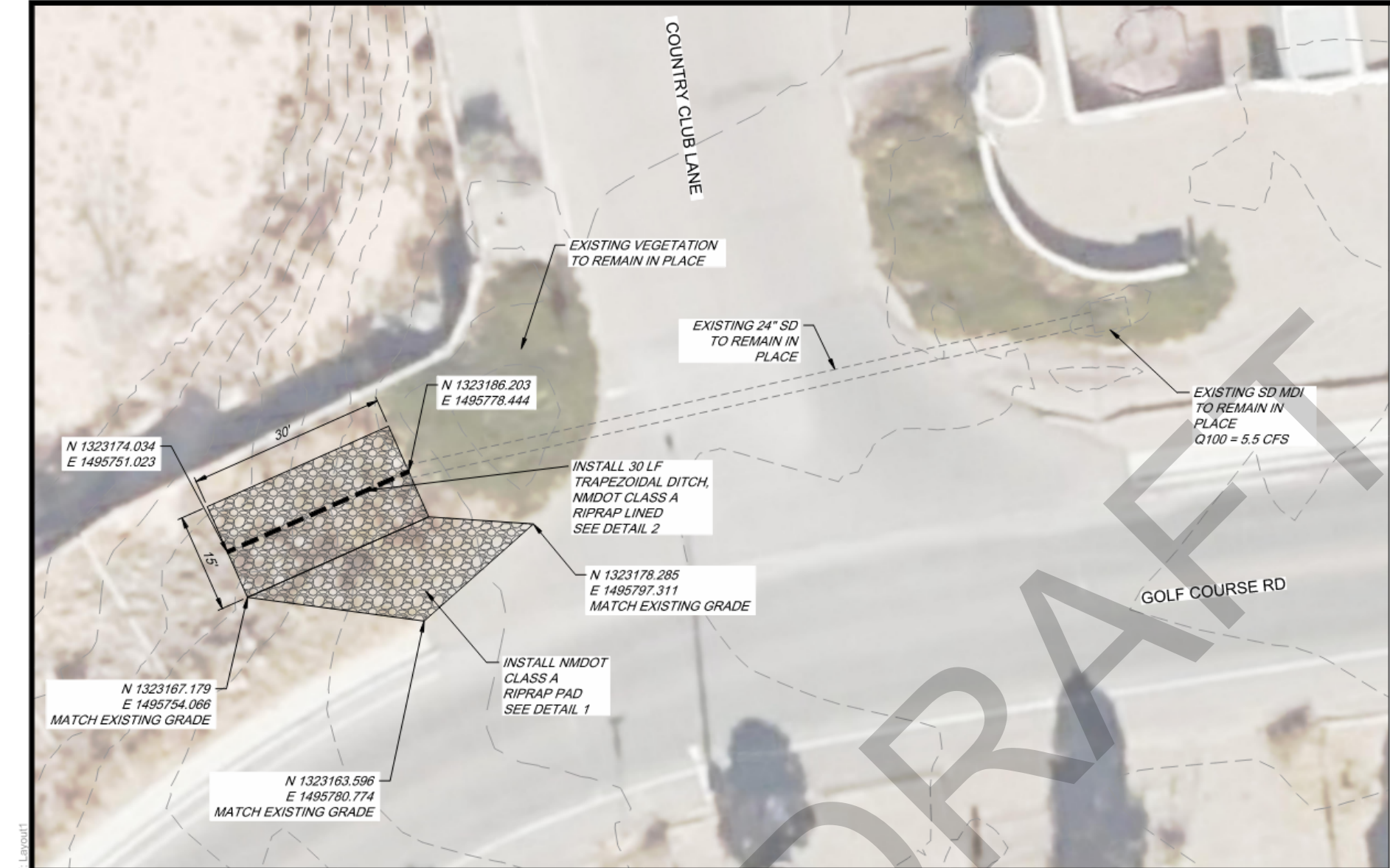
MAY 28, 2021

NON-PARTICIPATING

The project consists of installing riprap protection at the outlet location of the existing culvert located to the west of the Country Club Lane and Golf Course Road intersection. A typical trapezoidal ditch cross-section will need to be restored prior to the installation of riprap. This typical trapezoidal channel will have a 5' bottom and 2:1 side slope until daylighting into existing ground elevation. In addition, a riprap swale will be installed beginning from the edge of the Golf Course Road roadway surface and ending at the bottom of the restored drainage ditch.

Estimated Drainage Quantities			
NMDOT Item No.	Item Description	UNIT	QUANTITY
602000	Riprap Class A	C.Y.	30

DRAFT



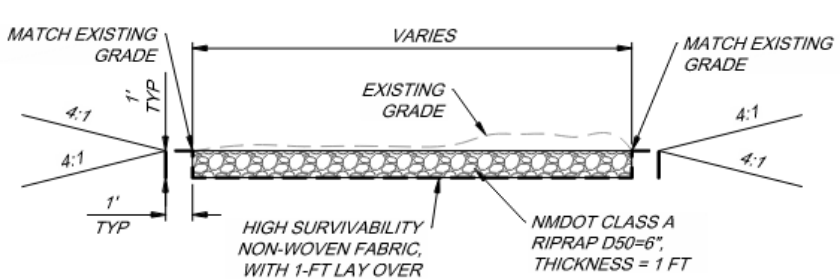
2155 LOUISIANA BLVD NE,
SUITE 9500
ALBUQUERQUE, NM 87110
(505) 830-5400

GENERAL NOTES

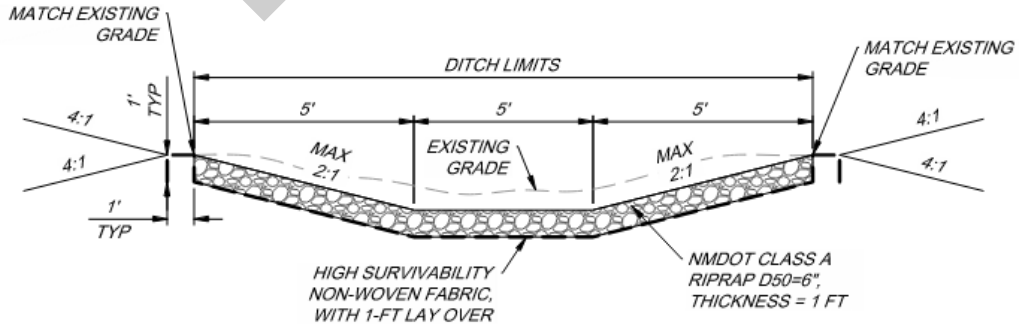
- 1. BEGIN TRAPEZOIDAL DITCH AT FIELD VERIFIED ELEVATION OF EXISTING PIPE CULVERT. LONGITUDINAL SLOPE TO MATCH EXISTING CONDITIONS AS DETERMINED IN THE FIELD AND APPROVED BY THE CITY OF RIO COMMUNITIES.

LEGEND

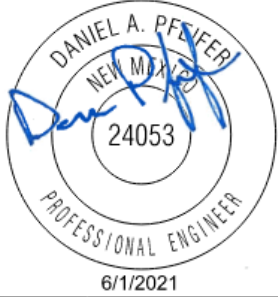
 NMDOT CLASS A RIPRAP



1 V-NOTCH SWALE SECTION DETAIL
NOT TO SCALE



2 TRAPEZOIDAL DITCH SECTION DETAIL
NOT TO SCALE



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			

RIO COMMUNITIES

COUNTRY CLUB LANE IMPROVEMENTS
DRAINAGE PLAN VIEW

SHEET NO.

DATE: 1 Jun 2021 - 11:25am USER: JCHAVEZ
DRAWING FILE: 102938316.0_CAD_BIM62_WPWATER.BG.CADD.R 01.dwg LAYOUT: Layout1

#####

INTENT OF CONTRACT

The intent of the contract is to provide for the construction and completion in every detail of the work described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

The City reserves the right to make, in writing, at any time during the work, such modifications in quantities and such alterations to the work as are necessary to satisfactorily complete the project. Such modifications in quantities and alterations to the work shall not invalidate the contract nor release the surety, and the Contractor shall agree to perform the work as altered.

If the alterations to the work or modifications in quantities significantly change the character of the work under the contract whether such alterations or modifications are in themselves significant changes to the character of the work or because by affecting other work, they cause such other work to become significantly different in character an adjustment, excluding anticipated profit, shall be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment shall be made either for or against the Contractor in such amount as the City may determine to be fair and equitable.

If the alterations to the work or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only to the following circumstances:

A. When the character of the work as changed differs materially in kind or nature from that involved or included in the original proposed construction; or

B. When a major item of work as defined elsewhere in the contract is increased in excess of 125% or decreased below 75% of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original contract item quantity, or in the case of a decrease below 75%, to the actual amount of work performed.

C. When the change affects work performed under a subcontract agreement approved by the City, adjustments will be made if prior to doing the work the prime Contractor can show the City that the initiated change adversely affected the subcontractor or the subcontractor's work or payment. No consideration will be given to customary increases/decreases in quantities necessary to complete the work that were changed by the Contractor's schedule of operations, by his or her planning of the work, or for unscheduled mobilizations. No consideration will be made after subcontractor work is completed and claims for additional compensation are received.

DIFFERING SITE CONDITIONS

During the progress of work, if subsurface or latent physical conditions differing materially from those indicated in the contract are encountered at the site or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site the party discovering such conditions shall promptly notify the other party in the contract in writing of the specific differing conditions before they are disturbed, or as soon as practicable thereafter, and before the affected work continues.

A. Upon written notification, the City shall, within a reasonable time, investigate the conditions. If the City determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment that excludes anticipated profits but includes cost of delays will be made, and the contract will be modified in writing accordingly.

B. In the event the Contractor fails to provide the written notification in a timely fashion and the City's costs are increased as a result, the damage that could have been mitigated by timely notice will be calculated and the contract adjustment will be reduced accordingly.

MAINTENANCE OF TRAFFIC

The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and pilot cars in accordance with the MUTCD, the Traffic Control Plan, and the requirements of Division 700, Traffic Control Devices. Flaggers shall be provided with equipment and training pursuant to requirements of the MUTCD. The equipment used by the flaggers shall be kept clean and in good repair by the Contractor at the Contractor's expense. The Contractor shall take all steps necessary to either keep the existing roadway open with a minimum of inconvenience to the traveling public or provide an approved alternate route.

The Contractor's equipment shall enter and leave the traveled way only in the direction of public traffic. All movements on or across the traveled way shall be performed in a manner that will not endanger the traveling public.

The City will be responsible for snow removal on all sections of roadway open to the traveling public. The Contractor shall be responsible for snow removal as required for the protection of the work on all sections of the project not open to the traveling public.

The Contractor shall be liable and agrees to pay the City for additional costs and expenses incurred by the City in correcting the defect(s).

The Contractor shall provide ingress and egress to local businesses and residences for the duration of the contract. The Contractor shall advise and schedule access modifications with local business owners, residences, and the Engineer at least twenty-four (24) hours in advance.

FINAL CLEANUP

Before final acceptance, the roadway, all pit sites used by the Contractor, and all ground occupied or used by the Contractor in connection with the work shall be cleaned of all rubbish including but not limited to concrete and asphalt chunks, loose rock, excess materials, and temporary structures. All parts of the work shall be left in an acceptable condition. If appropriate arrangements have been made with private property owners, removal of equipment from private property shall not be required prior to final acceptance.

Borrow pits, surfacing pits, haul roads, and all ground occupied by the Contractor in connection with the work shall be revegetated in accordance with the requirements of NMDOT Standard Specifications for Highway and Bridge Construction Section 632. Haul roads or other areas may be excepted from these requirements when a letter of intent from the landowner for future use has been accepted by the City.

STANDARD SPECIFICATIONS FOR COUNTRY CLUB LANE IMPROVEMENTS

The "New Mexico Department of Transportation 2019 Standard Specifications for Highway and Bridge Construction", and the New Mexico Standard Specifications for Public Works Construction are incorporated by reference, the same as if fully rewritten herein, in the contract, proposal, bond, and other contract documents for work to be performed under this contract for the CITY OF RIO COMMUNITIES. Said "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," Current Edition, are for the purpose of the contract, proposal, bond, and other contract documents, supplemented, modified, and amended as follows, and as may be hereinbefore and hereinafter provided.

Whenever, in the Supplemental General Provisions, Special Conditions and Technical Specifications the word "Section" is followed by a number and a caption (such as "Section 102.4 - Rejection of Proposals") reference is made to that specific section of the "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," Current Edition and the New Mexico Standard Specifications for Public Works Construction. The Supplemental General Provisions, Special Conditions, Supplemental Technical Specifications, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

SPECIAL PROVISIONS TO BE USED

TABLE OF CONTENTS

<i>Section</i>	<i>Description</i>
1	PAVEMENT SURFACE RESTORATION
2	RIPRAP CLASS A
3	TRAFFIC CONTROL

DRAFT

SECTION 1

PAVEMENT SURFACE RESTORATION

Refer to the “New Mexico Department of Transportation 2019 Standard Specifications for Highway and Bridge Construction” Section 415: Pavement Surface Restoration **Option B**.

All milled surfaces shall have the new lift of HMA placed the next calendar day.

DRAFT

SECTION 2

RIPRAP CLASS A

Refer to the “New Mexico Department of Transportation 2019 Standard Specifications for Highway and Bridge Construction” Section 602: Slope and Erosion Protection Structures.

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SECTION 3

TRAFFIC CONTROL

1. SCOPE

The work shall consist of establishing traffic control and maintaining safe, convenient use of public roads and rights-of-way. A traffic control plan approved by the Project Manager will be required before any work commences.

2. TRAFFIC AND ACCESS

The contractor's operations shall cause no unnecessary inconvenience to the public. The public rights-of-way shall be maintained at all times unless interruption is authorized by proper local authority. Contractor's authorized closing or detour plans shall be provided to the engineer for approval.

Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility control locations. Facility access shall be continuous and unobstructed unless otherwise approved.

3. STORAGE OF EQUIPMENT AND MATERIAL IN PUBLIC STREETS

Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the contractor.

Excavated material, including suitable material that is intended for adjacent trench backfill or other earth backfill as specified in section 5 of this specification, shall not be stored on public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways before they are used by the public.

4. STREET CLOSURES, DETOURS, AND BARRICADES

The contractor shall comply with the requirements of all applicable responsible units of government for closure of any street, road, or highway. The contractor shall provide the required barriers, guards, lights, signs, temporary bridges, and flaggers together with informing the public of any detours and construction hazards by the most suitable means available, such as local newspapers or radio stations. The contractor is also responsible for compliance with additional public safety requirements that may arise during construction. The contractor shall furnish, install, and, upon completion of the work, promptly remove all signs, warning devices, and other materials used in the performance of this work.

Unless otherwise specified, the contractor shall notify, in writing, the fire chief, police chief, county sheriff, state patrol, schools that operate school buses, or any other government official as may be appropriate no less than 7 days before closing, partly closing, or reopening any street, road, or highway.

Unless otherwise specified, the contractor shall furnish to the engineer a written plan showing the proposed method of signing, barricading for traffic control, and safety for street detours and closures.

All temporary detours will be maintained to ensure use of public rights-of-way is provided in a safe manner. This

may include dust control, grading, and graveling as required in section 7 of this specification.

5. GENERAL AND SPECIFIC REFERENCES

All signs, signals, barricades, use of flaggers, and other traffic control and public safety devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and the latest edition of The New Mexico Department of Transportation Standard Drawings and Specifications unless otherwise specified in the contract.

6. MEASUREMENT AND PAYMENT

Payment will constitute full compensation for all flaggers, labor, materials, equipment, and all other items necessary and incidental to completion of the work. Progress payments will be made based upon the percentage of estimated total time that traffic control will be required.

7. PAY ITEM

Traffic Control

PAY UNIT

Lump Sum

Estimated Quantities for Contractor Information Only		
Item Description	UNIT	QUANTITY
COLD MILLING (ASPHALT) (3")	SY	2680
HMA OR WMA SP-IV (3")	SY	2680
ASPHALT MATERIAL FOR TACK COAT	TON	2
RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	800
RETROREFLECTORIZED PAINTED MARKINGS 12"	LF	25

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**COUNTRY CLUB LANE IMPROVEMENTS
BID PROPOSAL
BASE BID**

BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	AMOUNT
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BASE BID LOT

1	Pavement Surface Restoration (Option B)	S.Y.	2680	25.80	69,144.00
2	Retro-reflectorized Painted Markings 4"	L.F.	800	1.70	1,360.00
3	Retro-reflectorized Painted Markings 12"	L.F.	25	28.00	700.00
4	Mobilization	L.S.	L.S.		5,500.00
5	Traffic Control	L.S.	L.S.		3,750.00

Write out Base Bid Amount:

Eighty Thousand, Four Hundred Fifty Four and No/100 Dollars

a) Base Bid – Subtotal of Bid Items No. 1 through 5	\$ 80,454.00
b) Allowances:	\$ 0.00
Total Allowances:	\$ 0.00
c) Subtotal –Base Bid subtotal plus Allowances:	\$ 80,454.00
d) New Mexico Gross Receipts Tax (NMGRT) on amount online c) Subtotal at 7.6875%:	\$ 6,184.90
e) BASE BID TOTAL – Line c) Subtotal plus Line d) NMGRT:	\$ 86,638.90

Eighty Six Thousand, Six Hundred Thirty Eight and 90/100 Dollars

____ Dollars
(Total amount written in words)

**COUNTRY CLUB LANE IMPROVEMENTS
BID PROPOSAL
NON-PARTICIPATING BID**

BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	AMOUNT
NON-PARTICIPATING BID LOT					
1	Riprap Class A	C.Y.	30	394.00	11,820.00

Write out Non-participating Bid Amount:

Eleven Thousand, Eight Hundred Twenty and No/100 Dollars

a) Non-participating Bid – Subtotal of Bid Items No. 1	\$ 11,820.00
b) Allowances:	\$ 0.00
Total Allowances:	\$ 0.00
c) Subtotal –Non-participating Bid subtotal plus Allowances:	\$ 11,820.00
d) New Mexico Gross Receipts Tax (NMGRT) on amount online c) Subtotal at 7.6875%:	\$ 908.66
e) NON-PARTICIPATING BID TOTAL – Line c) Subtotal plus Line d) NMGRT:	\$ 12,728.66

Twelve Thousand, Seven Hundred Twenty Eight and 66/100 Dollars

(Total amount written in words) Dollars

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principals are named herein; that no other persons or firms have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Contractor agrees that should he fail to complete the project in 15 calendar days, he agrees to pay as liquidated damages the amount of three hundred dollars (\$300.00) per calendar day for each day exceeding the contract substantial completion date, representing monetary damage and risk to property or life. The Contractor further agrees that any extensions in the contract time shall apply only to the date of completion for the entire contract.

Attached hereto is the required proposal guarantee described as follows:

Five Percent (5%) Bid Bond

The proposal guarantee shall be 5% of the total amount bid. The receipt of Addenda is acknowledged below:

Addendum No. 1 Date 6-17-21

Addendum No. 2 Date 6-17-21

Addendum No. _____ Date _____

Dated: June 22, 20 21.

(SEAL) if Bid is by a
Corporation

SIGNATURE OF BIDDER

By: Gilbert A. Luna

(Print Name)

Title: PresidentCompany: Universal Constructors, Inc.Date: June 22, 2021Address: P.O. Box 6008Albuquerque, NM 87197New Mexico Contractor's Classification and
License No. 17512 GA98, GB98, GF98Resident Bidder Preference Certification
No. L1840679344
(if applicable)