



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, January 24, 2022 3:00 PM
Agenda

Please silence all electronic devices.

ATTENTION: In an abundance of caution, due to a COVID issue the Council Workshop on Monday January 24, 2022 may be virtual and/or limited to in-person attendance by the City Council, Administrative Staff, City Attorney, and credentialed members of the press. you can participate in the Workshop from the comfort and safety of your own home by entering the following link: @ <https://www.facebook.com/riocommunities>

Call to Order

Attendees

Agenda items for discussion

- [1.](#) **Accounts payable report** (Finance Officer)
- [2.](#) **Purchase of 2021 Ferrara Pumper Truck** (Manager/Finance Officer)
3. **Administrative Calendar** (Manager/Clerk)
3. **Resolution 2022 - XX Open Meetings Act** (Manager/Clerk)
- [4.](#) **Valencia County Business Incubator Proposal (space)** (Manager)
- [5.](#) **Sunny505 Proposal for Services - Public Communications**

Public Comment: The Council will take public comments in written form emailed to admin@riocommunities.net through 2:00 PM on Monday, January 24, 2022. These comments will be distributed to all Councilors for review. ***If you wish to speak during the public comment session***, please contact the clerk for a **virtual link**. The Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

Manager Report

6. **Electrical Sign Update**

Council Discussion & Future Agenda Items

Adjourn

Thank you - Joshua Ramsell - Mayor of Rio Communities

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

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



Rio Communities, NM

Accounts Payable Approval Report

By Fund

Item 1.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operating Fund					
Department: 1009 - Municipal Court					
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	11000-1009-56040	106.17
Department 1009 - Municipal Court Total:					106.17
Department: 2001 - Manager					
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	11000-2001-56040	186.28
Department 2001 - Manager Total:					186.28
Department: 2002 - General Administration					
Sharp Electronics Corporation	13042800	01/18/2022	Voice Over IP Phone System	11000-2002-57160	1,375.00
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	11000-2002-56040	908.14
TLC Plumbing & Utility Commer...	157188	01/23/2022	Yearly HVAC Maintenance - City	11000-2002-55999	1,307.20
Wells Fargo Financial Leasing	5018393675	01/23/2022	Dell Server Lease	11000-2002-57130	2,497.74
Wells Fargo Financial Leasing	5018516412	01/23/2022	Sharp Copier Lease	11000-2002-57130	138.42
Home Depot	661041921	01/23/2022	Items for City Hall	11000-2002-54010	125.65
Home Depot	662008440	01/23/2022	Items for City Hall	11000-2002-54010	91.12
Sharp Electronics Corporation	9003624759	01/23/2022	Copies for City Hall	11000-2002-57090	421.95
Department 2002 - General Administration Total:					6,865.22
Department: 2004 - Finance/Budget/Accounting					
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	11000-2004-56040	558.53
Quest Diagnostics	9196379676	01/23/2022	pre-employment drug screening	11000-2004-55999	33.50
Department 2004 - Finance/Budget/Accounting Total:					592.03
Department: 2008 - Municipal Clerk					
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	11000-2008-56040	569.59
Department 2008 - Municipal Clerk Total:					569.59
Department: 3001 - Law Enforcement					
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	11000-3001-56040	186.28
Department 3001 - Law Enforcement Total:					186.28
Department: 3004 - Animal Control					
Valencia County Fiscal Office	AC2022-29	01/23/2022	Animal Control	11000-3004-55999	294.80
Department 3004 - Animal Control Total:					294.80
Department: 5101 - Public Works					
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	11000-5101-56040	186.28
Department 5101 - Public Works Total:					186.28
Fund 11000 - General Operating Fund Total:					8,986.65
Fund: 20900 - Fire Protection					
Department: 3002 - Fire Protection					
Comcast Business	8497950810007269	01/10/2022	Telecommunications	20900-3002-57160	529.28
Napa Auto Parts	445317	01/12/2022	supplies	20900-3002-54060	31.98
Napa Auto Parts	445318	01/12/2022	supplies	20900-3002-54060	14.49
Napa Auto Parts	446732	01/12/2022	supplies	20900-3002-54060	126.59
Napa Auto Parts	446750	01/12/2022	supplies	20900-3002-54060	430.45
Sharp Electronics Corporation	13071010	01/18/2022	Equipment for Voice Over IP (V...	20900-3002-56040	288.73
TLC Plumbing & Utility Commer...	SM53700502	01/20/2022	Repair HVAC Units - Fire Depar...	20900-3002-54050	1,393.96
TLC Plumbing & Utility Commer...	157210	01/23/2022	Yearly HVAC Maintenance - Fire...	20900-3002-55999	677.70
Department 3002 - Fire Protection Total:					3,493.18
Fund 20900 - Fire Protection Total:					3,493.18
Grand Total:					12,479.83

Report Summary

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	8,986.65
20900 - Fire Protection	3,493.18
Grand Total:	12,479.83

Account Summary

Account Number	Account Name	Expense Amount
11000-1009-56040	Supplies-Furniture/Fixture...	106.17
11000-2001-56040	Supplies-Furniture/Fixture...	186.28
11000-2002-54010	Maintenance & Repairs - ...	216.77
11000-2002-55999	Contract - Other Services	1,307.20
11000-2002-56040	Supplies-Furniture/Fixture...	908.14
11000-2002-57090	Printing/Publishing/Advert..	421.95
11000-2002-57130	Rent of Equipment/Machi...	2,636.16
11000-2002-57160	Telecommunications	1,375.00
11000-2004-55999	Contract - Other Services	33.50
11000-2004-56040	Supplies-Furniture/Fixture...	558.53
11000-2008-56040	Supplies-Furniture/Fixture...	569.59
11000-3001-56040	Supplies-Furniture/Fixture...	186.28
11000-3004-55999	Contract - Other Services	294.80
11000-5101-56040	Supplies-Furniture/Fixture...	186.28
20900-3002-54050	Maintenance & Repair - F...	1,393.96
20900-3002-54060	Maintenance Supplies	603.51
20900-3002-55999	Contract - Other Services	677.70
20900-3002-56040	Supplies-Furniture/Fixture...	288.73
20900-3002-57160	Telecommunications	529.28
Grand Total:		12,479.83

Project Account Summary

Project Account Key	Expense Amount
None	12,479.83
Grand Total:	12,479.83

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK



CITY OF RIO COMMUNITIES

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

January 24, 2022

Dear Mayor Ramsell & City Council,

We are respectfully requesting your approval to purchase a 2021 Ferrara Pumper Truck for the Fire Department. This truck has been procured through a CES Price Agreement. Below is a breakdown of the funding we are going to use to make the purchase:

Grant 21-F4091	\$220,000.00
Grant 21-F2948	\$204,000.00
EMS GRT Funds	\$40,348.00
Grand Total Cost	\$464,348.00

Sincerely,

Stephanie Finch
Finance Officer/Treasurer

Angela Valadez
Chief Procurement Officer

Martin D. Moore
City Manager

Andrew Tabet
Interim Fire Chief



Equipment, LLC

1815 4th Street NW, Albuquerque, NM 87102
(505) 280-9143 Phone

Item 2.

November 12, 2021

Rio Communities
Fire Chief
Andrew Tabet

Dear Chief Tabet:

I would like to offer the fire department a new 2021 NFPA 1901 Compliant Custom Ferrara Pumper via my CES Contract #2020-31B-411. The price for this unit as specified on the attached specifications would be \$464,348.00. The calculation is below.

CES-13 Base Price	\$431,615.00
Total of Published Options	<u>42,209.00</u>
Subtotal	\$473,824.00
CES 2% Discount	<u>(9,476.00)</u>
Total Price	\$464,348.00

This price includes delivery and training.

The attached options price schedule has the option features highlighted. A copy of the contract and price schedules have been attached. The \$2,000 CES fee will be paid by 411 Equipment LLC.

Please give me a call if you have any questions. This truck is in stock and available for immediate delivery.

Thank you for the opportunity,

Digitally signed by Pete Marquez, Jr
DN: cn=Pete Marquez, Jr, ou=411 Equipment LLC,
email=jrmarquez@411equipment.com, c=US
Date: 2021.11.12 14:51:08 -07'00'

Pete Marquez, Jr.
Owner/GM

Administrative Procedures Yearly Calendar 2022

• January

- January 10th Consider BAR (Budget Adjustment Resolution) as necessary present to Governing Body
- January 10th 2nd Quarter Financial Report to DFA
- January 13th deadline, Capital Outlay requests to Legislature, online application, must be congruent with ICIP that was filed in September
- January 18 Legislative Session Starts
 - Present Capital Outlay Requests to Legislators Deadline January 13, 2022
- January 24th Open Meetings Resolution
- Compile and average revenue predictions for FY 2023 Budget
- First payment on Mill Levy for Municipal Operational from Valencia County Treasurer
- (CPMS) Capital Project Monitoring System, online report to DFA due last day of the month each and every month
- Track GRT revenue reports
 - GRT funding monthly
 - 455 Reports every 2 months

• February

- February 1st Valencia County Administrators Group (VCAG) – Bosque Farms
- February 4th (registration open) NMML Municipal Day, Santa Fe, La Fonda Hotel
- February 8th (online registration by February 1st) (virtual) NMML Self Insurers' Fund Defensive Driving Course (DDC)
- February 14th Budget Calendar to Council
- February 14th establish Transportation Committees, Albuquerque Metropolitan Transportation Plan, (MRCOG) Mid Region Council of Governments, managing fiscal agent
 - TCC Transportation Coordinating Committee 1st Friday monthly
 - MTB Metropolitan Transportation Board 3rd Friday monthly
 - RMRTD Rio Metro Regional Transit District 3rd Friday Monthly
 - NMDOT every other month Belen City Hall
- February 15th VALEO Valencia Association of Local Officials, 6:00 pm, TBD
- February 17th Department head meeting on Budget request
- February 17th Legislative Session Adjourns
- February TBD LEPP Application sent out to municipality
- February TBD Deadline for DFA determination of CDBG Compliance
- NMDOT Commission meeting
- Review year end Valencia Regional Emergency Control Center (VRECC) reports
- Meeting to start the NMDOT Co-op, LGRF and MAP grant(s) – City Manager to arrange
- Compile and average revenue predictions for next FY 2023 Budget
- February 28th Personnel/evaluations, to Manager for yearly reviews for FY Budget consideration in July

• March

- March 1st Department heads consolidate and submit budget requests
 - Finance
 - Clerk

- Administrative/Manager
- Public Works
- Rio Communities Fire Department
- Municipal Court
- VRECC Contract
- Valencia County Sheriff
- Valencia County Continuation of Services Agreement
- March TBD Submit completed NMDOT CO-OP Road Improvement, LGRF, Map grant(s) application
- CDBG Grant Application Workshop (TBD)
- Submit CDBG Grant application (TBD)
- March 24-25 MOLI & Newly Elected Officials Training, Drury Plaza Hotel, Santa Fe
- March 31 Submit Law Enforcement Protection Fund (LEPF) Application
- Negotiate and sign Valencia County Continuation of Services Agreement
 - Animal Control
 - Addressing
- Negotiate VC Sheriff's Agreement and sign prior to LEPF application
- Small Cities Assistance Fund revenue is dispersed to municipalities
- **April**
 - April 5th Valencia County Administrators Group (VCAG) – Rio Communities (TBA)
 - Set dates and hold initial Interim Budget Public Hearings
 - Present Rough Draft FY Budget to Council/Mayor
 - April 19-22 CFOA Spring Meeting – Drury Plaza Hotel, Santa Fe
 - TBD Districts Meeting – All Districts (8)
 - TBD NMML District Elections – Odd Numbered Districts
 - TBD Budget hearing
 - TBD Budget hearing (if needed)
 - April - canceled Family Health Fair
 - 3rd Quarter Reports to DFA
- **May**
 - May TBD Municipal Judges Conference
 - May 17 VALEO Valencia Association of Local Officials, 6:00 pm TBD
 - May 22-25 IIMC (municipal Clerk) Annual Conference, Little Rock, Arkansas
 - TBD MOLI Advanced Program
 - TBD MOLI Education Program
 - TBD NM City Management Association Conference
 - FY 2023 Budget and approval by Governing Body
 - Approve final BAR, Budget Adjustment Resolutions for current FY 2023 as needed
 - TBD – Library Opening
- **June**
 - June 1 Interim FY 2023 Budget to DFA/LGD - deadline
 - June 7 Valencia County Administrators Group (VCAG) – Belen (TBA)
 - June 5-8 116th Annual National GFOA Conference – Neal Kocurek Memorial Austin Convention Center, Austin TX TBD Municipal Court Staff Conference

- TBD Municipal Court Staff Conference
- June 28 Letter Declaring candidacy for NMML Board Must be received at the NMML office
- June 30 Report of Declared NMML Board Candidates sent to all members
- June 30 In absence of any NMML Nomination/Declaration of candidacy the League President appoints a Nominating Committee
- TBD Policy Committee Meeting
- Governing Body approve end-of-year budget adjustments current year
- Final FY 2023 Budget approval to DFA/LGD by June 30th

• July

- TBD NM City Management Association Conference
- TBD Resolutions Committee Meeting
- Finance submits end-of-year budget adjustments before July 31st to DFA/LGD (if needed)
- 4th Quarter Reports to DFA
- Final FY 2023 Budget review and approval by DFA/LGD
- Begin Infrastructure Capital Improvement Plan (ICIP) Public Hearings
 - Use Comprehensive Plan as outline

• August

- August 2 Valencia County Administrators Group (VCAG) – Los Lunas – TBD
- August 16 VALEO Valencia Association of Local Officials, TBD 6:00 pm
- “Meet Your Legislator Day” Rio Communities (3rd Wednesday of September – notification letters go out to legislators)
- Hold remaining 2024 -2028 ICIP Public Hearings and compile for September 01 submittal deadline
(note for 2022* approve ICIP resolution last meeting of the month)
- Finance Department compile paperwork for upcoming annual audit
- August 22 ICIP resolution
- TBD NMML Annual Conference

• September

- DFA/LGD Final FY 2023 Budget approval 1st Monday
- Certification of tax rates to County through DFA/LGD
- Prior FY 2022 Audit begins
- TBD NMML Governance Program – La Posada Hotel, Santa Fe
- September 17-21 ICMA (manager) 108th Annual Conference – Columbus, OH
- September 21st “Meet Your Legislator Day” Rio Communities

• October

- October 4 Valencia County Administrators Group (VCAG) – Bosque Farms (TBA)
- TBD Adult Health Fair
- TBD Clerks Certification Institute
- TBD Master Municipal Clerks Academy
- TBD NM Library Association Annual Conference – Albuquerque Marriott Pyramid North
- TBD Infrastructure Conference
- Consider BAR (Budget Adjustment Resolution) as necessary present to Governing Body
- 1st Quarter Reports to DFA

- **November**

- November 15th VALEO Valencia Association of Local Officials, 6:00 pm TBD
- CDBG Public Hearings (set dates) for project input Dec. – Jan (3 minimum)
- TBD MOLI Leadership Program
- TBD DFA/LGD Budget Workshop
- P & Z Present Comprehensive Plan and adjustments to the Governing Body

- **December**

- December 6th Valencia County Administrators Group (VCAG) – Rio Communities (TBD)
- December 15th Business License renewal letters go out (clerks office) with Jan. 01 tax rate specified
TBD NM City Management Association Conference
- TBD NMGFOA Winter Conference
- Set monthly cleanup dates 2023
- Approve 2023 Official holidays

CITY OF RIO COMMUNITIES, NEW MEXICO

OPEN MEETINGS ACT RESOLUTION 2022 - 03

A RESOLUTION CONCERNING GOVERNING BODY MEETINGS AND THE PUBLIC NOTICE REQUIRED

WHEREAS, the Governing Body of the City of Rio Communities met in regular session at the City Council Chambers, 360 Rio Communities Blvd., Rio Communities, NM on January 24, 2022 at 6:00 p.m. as required by law; and

WHEREAS, Section 10-15-1 (B) NMSA 1978 provides that "All meetings of a quorum of members of any board, commission, administrative adjudicatory body or other policymaking body of any state agency or authority of any county, municipality, district or any political subdivision held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of such body, are declared to be public meetings open to the public at all times, except as otherwise provided in the Constitution of New Mexico or the provision of the Open Meetings Act"; and

WHEREAS, Section 10-15-3 (A), NMSA 1978 provides that "No resolution, rule, regulation, ordinance or action of any board, commission, committee or other policymaking body shall be valid unless taken or made at a meeting held in accordance with the requirements of Section 10-15-1 NMSA 1978"; and

WHEREAS, Section 10-15-4, NMSA 1978 provides that "Any person violating any of the provisions of Section 10-15-1 or 10-15-2 NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500) for each offense"; and

WHEREAS, Section 10-15-19 (D) requires that "Any meetings at which the discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs, and at which a majority or quorum of the body is in attendance and any closed meetings, shall be held only after reasonable notice to the public. The affected body shall determine at least annually in a public meeting what notice for a public meeting shall be reasonable when applied to that body."

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Rio Communities, New Mexico that:

1. Notice shall be given at least six (6) days in advance of any regular meeting of a quorum of the members of the governing body or any board, commission, committee, agency, authority, or other policy-making body held for the purpose of discussion public business or taking any formal action within the authority of

such body.

2. The regularly scheduled meetings of the governing body will be held at 6:00 P.M. on the second and fourth Monday each month in the City Council Chambers located at 360 Rio Communities Blvd, Rio Communities, New Mexico. In the event that the regular meeting date falls on a legal holiday, the governing body shall designate an alternate meeting date and/or time to be published as provided in this Resolution. In the event that a regular meeting of the governing body is changed to a different location, advance notice of the meeting location shall be published as provided in this Resolution.

A member of the governing body may participate in a meeting of the governing body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the governing body who speaks during the meeting.

3. Notice shall be given at least three (3) days in advance of any special meeting of a quorum of the members of the governing body, board, commission, committee, agency, authority, or other policy-making body held for the purpose of discussing public business or taking any formal action within the authority of such body.
4. The notice requirements of Section 1, 2 and 3 of this Resolution are complied with if notice of the date, time, place, and subject matter of any regular or special meeting are published. Additionally, the notice shall contain information on how the public may obtain a copy of the meeting agenda, said agenda to be available at least six (6) days in advance of any regular meeting and a final agenda, if needed, at least seventy-two (72) hours prior to the meeting. "Publish" means printing in a newspaper which maintains an office in the municipality and is of general circulation within the municipality. If such newspaper is a non-daily paper which will not be circulated to the public in time to meet publication requirements, or, if no such newspaper exists, "publish" shall mean posting in at least six (6) public places within the municipality, website and one of the public places where posting shall be made is the office of the municipal clerk, who shall maintain posting for public inspection
5. *Within the time limits specified. That at least six (6) of the eight (8) public places listed below a notice shall be posted:*

Rio Communities City Hall
New Mexico Water Department
United Business Bank

Oasis Cafe
Chamesa

The Clerk may, in addition to posting, publish one or more times in a newspaper of general circulation within the municipality, even though it does not maintain an office within the municipality. In addition, written notice of such meetings shall be mailed or faxed to federally licensed broadcast stations and newspapers of general circulation in the municipality, which have provided a written request for such notice.

6. Notwithstanding any other provisions of sections 1 through 4 of this Resolution, governing body may establish such additional notice requirements as may be deemed proper and advisable to comply with the provisions of the Open Meetings Act.
7. The governing body of the City of Rio Communities may close a meeting to the public only pursuant to exclusions contained in Section 10-15-1, Subsection H, NMSA 1978. If a meeting is closed during an open meeting, such disclosure shall be approved by a majority vote taken during the open meeting. The authority for the closed meeting and subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting. If a closed meeting is called when the governing body of the City or Rio Communities is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and the general public. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure. Except as provided in Section 10-15-1 (H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by a vote of the governing body of the City of Rio Communities in an open meeting.
8. Notwithstanding any other provision of sections 1 through 7 of this Resolution, the governing body of the City of Rio Communities may call emergency meetings of the governing body, any board, commission, committee or other policymaking body of the municipality. Emergency meetings will be called only under unforeseen circumstances, which demand immediate action to protect the health, safety, and property of the citizens or to protect the municipality from substantial financial loss. The City of Rio Communities will avoid emergency meetings whenever possible. Emergency meetings may be called upon twenty-four (24) hours' notice unless threats of personal injury or property damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

**PASSED, APPROVED AND ADOPTED THIS 24th DAY OF JANUARY 2022 BY THE GOVERNING
BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret (Peggy) Gutjahr,
Councilor Mayor Pro-tem

Arthur (Art) Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth F. Adair,
Municipal Clerk

**AGREEMENT FOR LEASE OF
CITY OF RIO COMMUNITIES' PROPERTY**

LEASE AGREEMENT ("Lease") between the Valencia County Business Incubator ("User" or "VCIB"), as lessee, and the City of Rio Communities, a New Mexico municipal corporation ("City"), as lessor.

WHEREAS, User is a 501(c)(3) organization which provides a support system of mentorship, consulting, training, and finding lending sources to help clients successfully strengthen and grow their new/existing businesses through sustainable sales, financial knowledge, and job creation through the creation of a business incubator; and

WHEREAS, VCIB provides a valuable service to the residents of the City of Rio Communities; and

WHEREAS, the VCIB, requires the use of a facility from which it can provide a home to potential entrepreneurs within the City of Rio Communities; and

WHEREAS, the City of Rio Communities owns certain real property and a building located at **360 Rio Communities Blvd., New Mexico, 87002** ("Subject Property") which it desires to lease use of the front entryway on the northwest corner of the Subject Property along with the reception office immediately behind this entrance, the restrooms in the hallway immediately east of the library, and the office in the far northwest corner of the Subject Property (the portion of the Subject Property leased to VCIB shall hereafter be referred to as the "Premises") for the purpose of providing a business incubator within the City of Rio Communities under the terms and provisions of this Agreement.

WHEREAS, Upon request by VCIB and approval by the City Manager, the City may provide partial use of the cupboards in the hallway immediately between the Premises and the municipal courtroom and may allow VCIB the opportunity to schedule use of available conference room space for meetings to attract incubator businesses into the City; and

WHEREAS, VCIB, desires to utilize the City of Rio Communities' property and building under the terms and conditions of this Agreement.

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

1. Lease of Premises.

A. The City hereby leases to VCIB the Premise for the uses and purposes and subject to the terms, conditions, and limitations set forth in this Agreement.

B. The leasehold interest granted by this Agreement shall be subject and subordinate to the right of the City and other owners of public utilities to operate, maintain, repair, modify, realign, replace, and reconstruct, all public utilities in, under, across and upon the Premises and to all easements, licenses and restrictions now or hereafter granted by the City to third parties in the Premises.

2. Term. The term of the Agreement shall be for one (1) calendar year, commencing on the date of the final signature located below ("Effective Date") and ending on June 30, 2023. The term may be extended for additional one (1) year terms upon written approval by the Governing Body and is subject to modifications of this original lease.

3. Rent. As rent for the use of the Premises, VCIB shall pay to the City the sum of One Dollar (\$1.00) for the initial one (1) calendar year period. As additional rent, the City will receive a service in the form of a business incubator for entrepreneurs within the City of Rio Communities. The parties hereto agree that the value of this service exceeds the value of the leased Premises. Both parties acknowledge this is adequately consideration. Both parties further acknowledge that the consideration received is for the provision of care and maintenance for indigent persons, and that no constitutional or statutory requirements prohibit the City from making such provisions.

4. Use of the Premises.

A. The City hereby grants to the User the right to use and occupy the Premises for the lease term solely for the purpose of creating a business incubator within the City of Rio Communities.

B. In addition to the use of the Premises, the City hereby grants to the User the right to use and access the following portions of the Subject Property:

1. Access to the Receptionist Area;
2. Access to the Bathrooms; and
3. Access to the parking Lot.

C. The Premises and Subject Property shall not be used by VCIB for any other purpose without prior written consent of the City. This includes any temporary or other uses, regardless of whether such use is collateral to the intended purpose, provided such purposes are not specifically required or necessary in order to carry out the stated purpose of creating a business incubator within the City of Rio Communities.

D. The User shall maintain the Premises, Subject Property, and all improvements located thereon in a safe and sanitary condition.

E. The User shall observe all governing laws, including any ordinances enacted by the City, or which the City enacts during the term of this Agreement. This includes, but is not limited to, the restriction on the use of tobacco products in or near all property owned by the City, which the User acknowledges is applicable to the Premises.

F. Under no circumstances shall the Premises be used as a residence, dwelling, or for any type of lodging, regardless of duration of such use.

G. The User will not use or permit the Premises to be used for any purposes prohibited by law. The User shall not suffer or permit any nuisance or health hazard in or upon the Premises, nor do or permit anything to be done to cause the cancellation of any insurance policy required under this Agreement, nor shall the User sell, or permit to be kept, used, or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policies. The User shall comply with

reasonable requirements, pertaining to the Premises and imposed by an insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance.

5. Alterations/Improvements. User will not make any alterations, modifications, and/or improvements to the Premises without the prior written approval of the Mayor of Rio Communities (“Mayor”). If permitted by the Mayor, all construction, whether new or renovation work, shall be done in a professional manner and meet all building requirements and codes as determined by the appropriate official/department of any governmental unit having jurisdiction, as well as any standards required by the City. Any improvements shall become affixed to the property and shall be owned by the City.

6. Maintenance. In addition to the requirements in Paragraph 4 of this Agreement, User shall, at Users sole cost and expense, maintain and replace when necessary, all minor plumbing, wiring, glass, heating, lighting and lighting fixtures located on, in or attached to any portion of the Premises. The City agrees to provide maintenance for major repairs, exceeding a total cost of \$200.00, to the Premises on a reasonably timely basis. If User undertakes the maintenance of major repairs, with the City’s prior written permission, the User will be reimbursed by the City for the reasonable cost of said repairs.

7. Liability, Hold Harmless, Defense and Indemnification. The City and User acknowledge that each will be solely responsible for claims or damages arising from personal injury or damage to persons or property to the extent such injury or damage is caused by the negligence of such party’s employees or agents. The City will not be liable to the User or to the User’s employees, agents, contractors, or invitees or to any other person whomsoever, for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the User, its employees, customers, contractors and invitees or of any other person entering the Premises under the express or implied invitation of the User or arising out of the use of the Premises by the User and the conduct of their business therein or arising out of any breach or default by the User in the performance of its obligations hereunder. The User agrees to defend, indemnify and hold harmless the City and its elected officials, officers and employees from and against all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses (including but not limited to consultants’ fees, reasonable fees of attorneys, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against the City because of any injury, including death at any time resulting from bodily injury, damages for care and loss of services, or damage received or sustained by any person, persons or property arising out of or resulting from any negligent act, error, or omission of the User, its agents, contractors, and employees arising out of the use and operation of the Premises by the User’s performance, purported performance, or non-performance of this Agreement.

8. Insurance Requirements

A. General Requirements.

i. The User will procure and maintain in full force and effect such insurance as is required by this Paragraph. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

ii. The User shall not violate the terms or prohibitions of insurance policies required to be furnished by the User. The User shall promptly notify the City of any claim or loss exceeding the

amount of the deductible under the insurance policies and certify that proper notice has been given the appropriate insurance carrier.

iii. The User shall furnish certificates of insurance to the City and shall deliver the certificates to the Municipal Clerk, 360 Rio Communities Blvd., Rio Communities, New Mexico, 87002.

iv. All insurance certificates will provide that thirty (30) days written notice be given to the City before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. A certificate of policy which states that failure to give City notice imposes no liability or obligation on the insurer is not in compliance with this Paragraph. For instance, certificates or policies stating that the insurance company will endeavor to notify and that failure to give such notice imposes no obligation on the insurance company are unacceptable to the City. The insurance policies will not be written on a claims made form.

B. Approval of Insurance. The User shall not begin any activities on the Premises pursuant to this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the User of full responsibility to maintain the required insurance in full force and effect.

C. Liability Insurance. The User will obtain the following insurance policies prior to the commencement of any activities on the Premises:

i. Commercial General Liability. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows (requirements are shown as listed on a standard form certificate of insurance):

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

The policy of insurance must include coverage for all activities performed by the User on the Premises, and contractual liability coverage will specifically insure the hold harmless provisions of this Agreement. THE CITY SHALL BE NAMED AN ADDITIONAL INSURED and the coverage afforded will be primary with respect to activities provided. Showing the City as a certificate holder is not the same as naming the City as an additional insured and is not an acceptable substitute. If equivalent coverage's are provided and the form is approved by the City, the User may provide a general liability policy in a form different from that described above.

ii. Workers' Compensation Insurance. The User will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The User covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by its failure

to comply with the provisions of this Paragraph and that the indemnification provision of this Lease will apply to this Paragraph. It is expressly agreed that the employees of the User are not City employees for any purpose.

iii. Increased Limits. During the term of this Agreement, the City may require User to increase the maximum limits of any insurance required herein.

9. Inspection. The City reserves the right to enter the Premises for the purpose of inspection, maintenance, or for other reasonable grounds. The City will attempt, where reasonably feasible, to advise User at least twenty-four (24) hours prior to entry.

10. Termination. Either party, with or without cause may terminate the Agreement by providing written notice to the other party at least thirty (30) calendar days prior to the effective date of termination. Termination shall be by written notice that shall be delivered or mailed (certified mail, return receipt) to the other party. If notice by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) days from the date of the postmark. If notice is hand delivered, termination is effective as of the time of delivery to User.

11. Judicial Enforcement. This Contract is governed by and construed and enforced in accordance with the laws of the State of New Mexico. Any legal proceeding, arising out of this Agreement shall be brought before the Thirteenth Judicial District Court, Valencia County, New Mexico.

12. Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

13. Amendment. The City and the User may, from time to time, agree to changes in this Agreement which will be incorporated into written amendments to this Agreement. No oral agreements will be binding unless reduced to written form and approved by authorized agents for the respective parties.

14. Discrimination. The User will not illegally discriminate against any person.

15. Attorney's Fees. Should either party to this Agreement be obligated to seek enforcement of the terms of this contract through a court of law, the breaching party as determined by any judge, mediator, arbitrator, or special master shall be responsible for all reasonable attorney's fees and costs incurred by the non-breaching party as a result of the breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

SIGNATURES ON FOLLOWING PAGE

VALENCIA COUNTY BUSINESS INCUBATOR

By: _____
Ben Romero

Date: _____, 2022

CITY OF RIO COMMUNITIES

By: _____
Joshua Ramsell, Mayor Pro Tem

Date: _____, 2022

Martin Moore, City Manager

Date: _____, 2022

ATTEST:

Elizabeth F. Adair, Municipal Clerk

INDEPENDENT CONTRACTOR AGREEMENT

By and Between:
City of Rio Communities
and Sunny505.

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this 24th day of January, 2022, by and between the City of Rio Communities, New Mexico, a municipal corporation (hereinafter referred to as the “City”), and Sunny505, an independent contractor (hereinafter referred to as “Contractor”), in consideration of the mutual promises made herein, as follows:

I. Term of Agreement

This Agreement will become effective on the 24th day of January, 2022 and will continue in effect until the 23rd day of January, 2023. The term may be extended for additional one (1) year terms upon written approval by the Governing Body and is subject to modifications of this original lease.

II. Services to be Rendered by Contractor

Contractor agrees to provide :

- An updated Economic Development Website; and
- Ongoing strategic public relations and media relations outreach.

III. Ownership of Work

Contractor hereby assigns to the City the Contractor’s entire right, title and interest in and to all discoveries and improvements, patentable or otherwise, trade secrets and ideas, writings and copyrightable material, which may be conceived by the Contractor or developed or acquired by the Contractor during the Term of this Agreement, which may pertain directly or indirectly to the services to be rendered by Contractor as described within Section II or any of its subsidiaries, parent company, or affiliates (the “Work Product”). The Contractor agrees to disclose fully all such developments to the City upon its request, which disclosure shall be made in writing promptly following any such request. The Contractor shall, upon the City’s request, execute, acknowledge and deliver to the City all instruments and do all other acts which are necessary or desirable to enable the City or any of its subsidiaries to file and prosecute applications for, and to acquire, maintain and enforce, all patents, trademarks and copyrights in all countries in connection with any component of the Work Product.

IV. Method of Performing Services:

Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring of assistants at the Contractor's own expense. The City may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

V. Compensation:

In consideration for the services to be performed by Contractor, the City agrees to pay Contractor five-thousand dollars (\$5,000.00) for the development of an updated Economic Development Website, and ten-thousand dollars (\$10,000.00) for ongoing strategic public relations and media relations outreach plus applicable New Mexico Gross Receipt taxes.

VI. Tools and Instruments:

Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

VII. Workers Compensation:

Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

VIII. Insurance:

Contractor agrees to maintain a policy of insurance in the minimum amount of one-million Dollars (\$ 1,000,000) to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold the City free and harmless from any and all claims arising from any such negligent act or omission.

IX. Obligations of the City

the City agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

X. Assignment:

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the City or Contractor without the prior written consent of Contractor and the City.

XI. Termination of Agreement:

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

XII. General Provisions

Notices:

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

the City:

Dr. Martin (Marty) Moore
City of Rio Communities City Manager
360 Rio Communities Blvd,
Rio Communities, NM 87002
mmoore@riocommunities.net

and:

Samuel Chris DeFillippo, Esq.
Robles, Rael & Anaya, P.C.
City of Rio Communities' Attorney
500 Marquette Ave. NW, Suite 700
Albuquerque, NM 87102
(505) 242-2228
Chris@roblesrael.com

Contractor:

Joan Griffin
CEO of Sunny505
119 Dartmouth St. SE
Albuquerque, NM 87106

Each party may change the above address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for the City, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by

any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and the parties agree that proper venue for any altercations regarding the substance of this Agreement is within Valencia County, New Mexico.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above:

CITY OF RIO COMMUNITIES:

By: _____

Martin Moore, City Manager


SUNNY505.:



By: _____

Joan Griffin, Sunny505 CEO

APPROVED AS TO FORM:

By: 
Samuel C. DeFillippo, City Attorney

DRAFT