



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, February 14, 2022 3:00 PM
Agenda

Please silence all electronic devices.

ATTENTION: In an abundance of caution, due to COVID issues the Council Workshop on Monday February 14, 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

Presentations

1. **NMEDD - Max Gruner - LEDA funding**

Agenda Items

2. **Accounts payable report** (Finance Officer)
3. **Expenditures for Grant #20-E2799 information technology and infrastrucutor improvement for a library** (Finance Officer/Manager)
4. **Budget Calendar for FY 2023** (Manager/Finance Officer)
5. **Resolution 2022 - XX 506 Hermosa Street** (Manager)
6. **Purchase of Public Works vehicle with a lift gate** (Manager/Finance Officer/Public Works Director)
7. **Purchase of Public Works heavy equipment** (Manager/Finance Officer/Public Works Director)
8. **MRGOC Boards and Committees -** (Manager/Council)
9. **LEDA Ordinance** (Manager/Council)
10. **Uniform Traffic Ordinance amending city wide speed limits** (Manager/Council)
11. **Assistant to the City Manager** (Manager)

Public Comment: The Council will take public comments in written form emailed to admin@riocommunities.net through 2:00 PM on Monday, February 14, 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

12. **a) Update on Covid Situations**
b) Sign Inventory update
13. **Universal Waste System quarterly report** (Municipal Clerk)

Council General Discussion & Future Agenda Items

Adjourn

Thank you - Joshua Ramsell - Mayor of Rio Communities

Council may be attending the Rio Communities Economic Development Priorities meeting held virtually in Rio Communities, NM on February 16, 2022 starting at 6:00 pm a possible quorum may be in attendance.

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



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: 0001 - No Department					
Globe Life & Accident Insurance...	INV0002896	12/10/2021	GLOBE LIFE INSURANCE	11000-0001-22080	110.00
Globe Life & Accident Insurance...	INV0002926	12/24/2021	GLOBE LIFE INSURANCE	11000-0001-22080	110.00
GSD - Administrative Services D...	GSD-088879	01/07/2022	HEALTH	11000-0001-22050	4,405.79
GSD - Administrative Services D...	INV0002946	01/07/2022	DENTAL	11000-0001-22055	284.39
GSD - Administrative Services D...	INV0002947	01/07/2022	DISABILITY	11000-0001-22075	14.82
Globe Life & Accident Insurance...	INV0002948	01/07/2022	GLOBE LIFE INSURANCE	11000-0001-22080	110.00
GSD - Administrative Services D...	INV0002950	01/07/2022	VISION	11000-0001-22060	49.48
GSD - Administrative Services D...	GSD-088743	01/21/2022	BASIC LIFE	11000-0001-22070	35.36
GSD - Administrative Services D...	INV0002965	01/21/2022	ADMIN FEE	11000-0001-22050	9.59
GSD - Administrative Services D...	INV0002966	01/21/2022	DENTAL	11000-0001-22055	284.39
GSD - Administrative Services D...	INV0002967	01/21/2022	DISABILITY	11000-0001-22075	14.82
Globe Life & Accident Insurance...	INV0002968	01/21/2022	GLOBE LIFE INSURANCE	11000-0001-22080	110.00
GSD - Administrative Services D...	INV0002969	01/21/2022	HEALTH	11000-0001-22050	4,405.79
GSD - Administrative Services D...	INV0002971	01/21/2022	VISION	11000-0001-22060	49.48
GSD - Administrative Services D...	INV0002979	02/04/2022	DENTAL	11000-0001-22055	284.39
GSD - Administrative Services D...	INV0002980	02/04/2022	DISABILITY	11000-0001-22075	14.82
Globe Life & Accident Insurance...	INV0002981	02/04/2022	GLOBE LIFE INSURANCE	11000-0001-22080	110.00
GSD - Administrative Services D...	INV0002982	02/04/2022	HEALTH	11000-0001-22050	4,405.79
GSD - Administrative Services D...	INV0002983	02/04/2022	VISION	11000-0001-22060	49.48
Department 0001 - No Department Total:					14,858.39
Department: 1001 - Governing Body					
NEOSAN LABS, Inc.	127	01/31/2022	Disinfection #1 a - b	11000-1001-56050	166.00
Amazon Business	1X9C-T16D-7TNV	02/07/2022	name plate - Councilor Apodaca	11000-1001-56020	22.82
Amazon Business	1X9C-T16D-7TNV	02/07/2022	name plate & stand - Councilor...	11000-1001-56020	12.49
Card Service Center	INV0003013	02/10/2022	Summit on City Infrastructure - P...	11000-1001-57050	50.00
Department 1001 - Governing Body Total:					251.31
Department: 2001 - Manager					
Verizon Wireless	9897739173	01/31/2022	Telecommunications-Phones	11000-2001-57160	439.44
Department 2001 - Manager Total:					439.44
Department: 2002 - General Administration					
TLC Plumbing & Utility Commer...	SM53597301	01/23/2022	new HVAC blower motor in new...	11000-2002-54010	2,790.11
TLC Plumbing & Utility Commer...	SM53693402	01/23/2022	Repair HVAC units 1 and 2 City ...	11000-2002-54050	1,419.86
Able & Willies One Stop Shop, L...	1128	01/31/2022	Vinyl letters	11000-2002-56999	196.50
Rentokil North America Inc.	13126796	01/31/2022	Pest Control	11000-2002-55030	144.79
EAM Distribution	192190	01/31/2022	26 Magnetic Logos for City Vehi...	11000-2002-56999	300.24
Amazon Business	1NRW-CHJY-1CH4	01/31/2022	KN95 Face Masks	11000-2002-56090	180.51
Sharp Electronics Corporation	9003645354	01/31/2022	Voice Over IP Phone System	11000-2002-57160	435.30
NM Gas Co	INV0002992	01/31/2022	Natural Gas	11000-2002-57171	1,863.42
PNM	INV0002994	01/31/2022	Electricity	11000-2002-57170	109.67
PNM	INV0002995	01/31/2022	Electricity	11000-2002-57170	398.56
Kaufman's West	V9 2020-0306	02/02/2022	Flags USA Not to exceed \$300.00	11000-2002-56999	239.94
Amazon Business	1CN4-QJ1M-3XCG	02/07/2022	3M Aura 9205	11000-2002-56090	27.90
Amazon Business	1CN4-QJ1M-3XCG	02/07/2022	KF94 Face Masks	11000-2002-56090	23.79
Amazon Business	1X9C-T16D-7TNV	02/07/2022	8 gallon trash bags	11000-2002-56020	25.99
Pitney Bowes	3315144608	02/07/2022	Postage Machine Lease	11000-2002-57130	169.44
Comcast Business	INV0003006	02/07/2022	Telecommunications	11000-2002-57160	521.27
NM Water Service Company	INV0003011	02/07/2022	Water	11000-2002-57173	244.78
Sharp Electronics Corporation	9003659961	02/10/2022	Desktop Managerment	11000-2002-55030	285.00
Sharp Electronics Corporation	9003659962	02/10/2022	Desktop Managerment	11000-2002-55030	285.00
Card Service Center	INV0003013	02/10/2022	Locks for City Hall	11000-2002-54010	63.90

Accounts Payable Approval Report

Item 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Card Service Center	INV0003013	02/10/2022	GoToMeeting Subscription	11000-2002-56010	10.79
Department 2002 - General Administration Total:					9,736.76
Department: 2004 - Finance/Budget/Accounting					
Verizon Wireless	9897739173	01/31/2022	Telecommunications - Phones	11000-2004-57160	80.15
Card Service Center	2969422	02/10/2022	CPO Recertification Class	11000-2004-57050	150.00
Department 2004 - Finance/Budget/Accounting Total:					230.15
Department: 2008 - Municipal Clerk					
Verizon Wireless	9897739173	01/31/2022	Telecommunications - Phones	11000-2008-57160	40.01
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	notebook computer sleeve - Ch...	11000-2008-56020	10.99
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	Sticky notes	11000-2008-56020	15.55
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	laptop backpack - Chey	11000-2008-56020	29.99
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	post-it sticky notes	11000-2008-56020	19.99
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	Post-it pop-up notes	11000-2008-56020	19.99
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	Post-it notes pop-up	11000-2008-56020	19.99
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	ultra-slim wireless keyboard & ...	11000-2008-56020	15.99
Amazon Business	1L9G-WCKQ-KRQN	02/07/2022	HP 14-inch laptop - Chey	11000-2008-56040	256.99
Card Service Center	INV0003014	02/10/2022	Dog Tags	11000-2008-56020	86.50
Department 2008 - Municipal Clerk Total:					515.99
Department: 2014 - Economic Development					
UKUU Creative	223	02/07/2022	EDC Social Media & Website Ma..	11000-2014-55999	161.81
Department 2014 - Economic Development Total:					161.81
Department: 3001 - Law Enforcement					
Verizon Wireless	9897739173	01/31/2022	Telecommunications - Phones	11000-3001-57160	40.33
Card Service Center	INV0003013	02/10/2022	Office Supplies - Code Enforce...	11000-3001-56020	37.17
Department 3001 - Law Enforcement Total:					77.50
Department: 5101 - Public Works					
Verizon Wireless	9897739173	01/31/2022	Telecommunications - Phones	11000-5101-57160	543.19
Marty's Muffler Shop Inc.	INV0002988	01/31/2022	Not to exceed \$1000	11000-5101-54040	600.00
Department 5101 - Public Works Total:					1,143.19
Department: 5104 - Highways and Streets					
PNM	INV0002996	01/31/2022	Electricity	11000-5104-57170	50.74
PNM	INV0002997	01/31/2022	Electricity	11000-5104-57170	91.38
PNM	INV0002998	01/31/2022	Electricity	11000-5104-57170	103.36
PNM	INV0002999	01/31/2022	Electricity	11000-5104-57170	38.74
PNM	INV0003000	01/31/2022	Electricity	11000-5104-57170	114.85
PNM	INV0003001	01/31/2022	Electricity	11000-5104-57170	185.38
Woodlands Hardware	007900/1	02/10/2022	Supplies for Street Lights	11000-5104-54060	4.57
Department 5104 - Highways and Streets Total:					589.02
Fund 11000 - General Operating Fund Total:					28,003.56
Fund: 20200 - Environmental					
Department: 5009 - Environmental					
Universal Waste Systems, Inc.	0001377059	02/07/2022	Dumpster Service - Clean-Up Da...	20200-5009-55999	363.80
Department 5009 - Environmental Total:					363.80
Fund 20200 - Environmental Total:					363.80
Fund: 20600 - Emergency Medical Services					
Department: 3003 - Emergency Services/Ambulance					
Boundtree Medical	84380734	01/31/2022	bound tree med supplies	20600-3003-56070	200.00
Boundtree Medical	84384440	01/31/2022	bound tree med supplies	20600-3003-56070	48.54
Boundtree Medical	84397508	02/09/2022	new AEDs for fire units	20600-3003-56070	2,424.28
Boundtree Medical	84399278	02/10/2022	new AEDs for fire units	20600-3003-56070	336.47
Department 3003 - Emergency Services/Ambulance Total:					3,009.29
Fund 20600 - Emergency Medical Services Total:					3,009.29
Fund: 20900 - Fire Protection					
Department: 3002 - Fire Protection					
Woodlands Hardware	007465/1	01/31/2022	Blanket PO-Supplies	20900-3002-54060	158.62
Woodlands Hardware	007633/1	01/31/2022	Blanket PO-Supplies	20900-3002-54060	11.75

Accounts Payable Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Woodlands Hardware	007712/1	01/31/2022	Blanket PO-Supplies	20900-3002-54060	86.21
Woodlands Hardware	007732/1	01/31/2022	Blanket PO-Supplies	20900-3002-54060	21.81
Woodlands Hardware	007755/1	01/31/2022	Blanket PO-Supplies	20900-3002-54060	33.27
Ortega and Son's Propane Servi...	037079	01/31/2022	Propane - FD Substation	20900-3002-57172	508.29
Ray's Fire Extinguishers	12488	01/31/2022	Fire systems update for 2022	20900-3002-56030	743.99
Rentokil North America Inc.	13126992	01/31/2022	Pest Control	20900-3002-55030	115.49
Rentokil North America Inc.	13127197	01/31/2022	Pest Control	20900-3002-55030	114.36
Napa Auto Parts	447992	01/31/2022	supplies	20900-3002-54060	19.28
Verizon Wireless	9897739173	01/31/2022	Telecommunications - Phone	20900-3002-57160	461.87
NM Gas Co	INV0002993	01/31/2022	Natural Gas	20900-3002-57171	1,302.28
PNM	INV0003002	01/31/2022	Electricity	20900-3002-57170	232.45
PNM	INV0003003	01/31/2022	Electricity	20900-3002-57170	840.92
Sharp Electronics Corporation	9003642484	02/07/2022	Copies for Fire Department	20900-3002-57090	5.45
Andrew Tabet	INV0003005	02/07/2022	Cemetary Fire Reimbursment	20900-3002-53030	80.22
NM Water Service Company	INV0003012	02/07/2022	Water	20900-3002-57173	65.74
411 Equipment, LLC	0001784	02/09/2022	White Fire Hose	20900-3002-58020	7,855.68
411 Equipment, LLC	0001784	02/09/2022	2 Nozzles	20900-3002-58020	1,350.00
WEX Bank	78061738	02/10/2022	Fuel - Fire Department	20900-3002-56120	796.76
Card Service Center	INV0003013	02/10/2022	Fuel - Generator Fire Departme...	20900-3002-56120	10.00
Wagner Equipment Co.	S15W0781833	02/10/2022	work done on fire generator	20900-3002-54050	2,186.81
Department 2002 - Fire Protection Total:					17,001.25
Fund 20900 - Fire Protection Total:					17,001.25

Fund: 29700 - County EMS GRT

Department: 2002 - General Administration

Verizon Wireless	9897739173	01/31/2022	Telecommunications - Phone	29700-2002-57160	690.26
Penguin Management, INC	68340	02/07/2022	E Dispatch System for Fire/EMS	29700-2002-55999	1,667.00
Andrew Tabet	INV0003004	02/07/2022	N.M. Board of Pharmacy Reimb...	29700-2002-57150	99.00
Boundtree Medical	84397507	02/09/2022	EMS Suuplies	29700-2002-56070	1,376.37
WEX Bank	78061738	02/10/2022	Fuel - EMS	29700-2002-56120	222.51
Boundtree Medical	84399277	02/10/2022	EMS Suuplies	29700-2002-56070	264.48
Card Service Center	INV0003013	02/10/2022	EMS Training Materials	29700-2002-56100	321.30

Department 2002 - General Administration Total: 4,640.92

Fund 29700 - County EMS GRT Total: 4,640.92

Fund: 39900 - Other Capital Projects

Department: 2002 - General Administration

HEI, Inc	srvce007573	02/10/2022	Run power to bottom of messa...	39900-2002-58040	1,748.59
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Department 2002 - General Administration Total: 1,748.59

Fund 39900 - Other Capital Projects Total: 1,748.59

Grand Total: 54,767.41

Report Summary

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	28,003.56
20200 - Environmental	363.80
20600 - Emergency Medical Services	3,009.29
20900 - Fire Protection	17,001.25
29700 - County EMS GRT	4,640.92
39900 - Other Capital Projects	1,748.59
Grand Total:	54,767.41

Account Summary

Account Number	Account Name	Expense Amount
11000-0001-22050	Healthcare Insurance Pay...	13,226.96
11000-0001-22055	Dental Insurance Payable	853.17
11000-0001-22060	Vision Insurance Payable	148.44
11000-0001-22070	Life Insurance Payable	35.36
11000-0001-22075	Disability Payable	44.46
11000-0001-22080	Miscellaneous Employee ...	550.00
11000-1001-56020	Supplies - General Office	35.31
11000-1001-56050	Supplies - Janitorial/Main...	166.00
11000-1001-57050	Employee Training	50.00
11000-2001-57160	Telecommunications	439.44
11000-2002-54010	Maintenance & Repairs - ...	2,854.01
11000-2002-54050	Maintenance & Repair - F...	1,419.86
11000-2002-55030	Contract - Professional Se...	714.79
11000-2002-56010	Software	10.79
11000-2002-56020	Supplies - General Office	25.99
11000-2002-56090	Supplies - Safety	232.20
11000-2002-56999	Supplies - Other	736.68
11000-2002-57130	Rent of Equipment/Machi...	169.44
11000-2002-57160	Telecommunications	956.57
11000-2002-57170	Utilities - Electricity	508.23
11000-2002-57171	Utilities - Natural Gas	1,863.42
11000-2002-57173	Utilities - Water	244.78
11000-2004-57050	Employee Training	150.00
11000-2004-57160	Telecommunications	80.15
11000-2008-56020	Supplies - General Office	218.99
11000-2008-56040	Supplies-Furniture/Fixture...	256.99
11000-2008-57160	Telecommunications	40.01
11000-2014-55999	Contract - Other Services	161.81
11000-3001-56020	Supplies - General Office	37.17
11000-3001-57160	Telecommunications	40.33
11000-5101-54040	Maintenance & Repairs - ...	600.00
11000-5101-57160	Telecommunications	543.19
11000-5104-54060	Maintenance Supplies	4.57
11000-5104-57170	Utilities - Electricity	584.45
20200-5009-55999	Contract - Other Services	363.80
20600-3003-56070	Supplies - Medical	3,009.29
20900-3002-53030	Travel - Employees	80.22
20900-3002-54050	Maintenance & Repair - F...	2,186.81
20900-3002-54060	Maintenance Supplies	330.94
20900-3002-55030	Contract - Professional Se...	229.85
20900-3002-56030	Supplies - Field Supplies	743.99
20900-3002-56120	Supplies - Vehicle Fuel	806.76
20900-3002-57090	Printing/Publishing/Advert..	5.45
20900-3002-57160	Telecommunications	461.87
20900-3002-57170	Utilities - Electricity	1,073.37
20900-3002-57171	Utilities - Natural Gas	1,302.28
20900-3002-57172	Utilities - Propane/Butane	508.29

Account Summary

Account Number	Account Name	Expense Amount
20900-3002-57173	Utilities - Water	65.74
20900-3002-58020	Equipment & Machinery	9,205.68
29700-2002-55999	Contract - Other Services	1,667.00
29700-2002-56070	Supplies - Medical	1,640.85
29700-2002-56100	Supplies - Training	321.30
29700-2002-56120	Supplies - Vehicle Fuel	222.51
29700-2002-57150	Subscriptions & Dues	99.00
29700-2002-57160	Telecommunications	690.26
39900-2002-58040	Infrastructure	1,748.59
Grand Total:		54,767.41

Project Account Summary

Project Account Key	Expense Amount
None	54,767.41
Grand Total:	54,767.41

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 9th day of Aug, 2021, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Rio Communities, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 455, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2799 \$10,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Paragraph 455, Ten Thousand Dollars (\$10,000.00) to plan, design, purchase and equip information technology and infrastructure improvements for a library in Rio Communities in Valencia County.

The Grantee's total reimbursements shall not exceed Ten Thousand Dollars (\$10,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (\$0.00), which equals Ten Thousand Dollars (\$10,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including

terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Rio Communities
 Name: Margaret Gutjahr
 Title: Mayor Pro-Tem
 Address: 360 Rio Communities Blvd., Rio Communities, NM 87002
 Email: pгутjahr@riocommunities.net
 Telephone: 505-869-6908

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Rio Communities
 Name: Margaret Gutjahr
 Title: Mayor Pro-Tem
 Address: 360 Rio Communities Blvd., Rio Communities, NM 87002
 Email: pгутjahr@riocommunities.net
 Telephone: 505-869-6908

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
 Name: Ms. Maria Urban
 Title: Project Manager
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501
 Email: maria.urban@state.nm.us
 Telephone: 505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Rio Communities** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Rio Communities**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Rio Communities**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Rio Communities** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Rio Communities** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Rio Communities's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Rio Communities
Entity Name

By: MARGARET "Peggy" GUTSAR
(Type or Print Name)

Its: MAYOR PRO TEM
(Type or Print Title)

Margaret 'Peggy' Gutsar
Signature of Official with Authority to Bind Grantee

07/26/2021
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

[Signature]
Signature

9 AUG 2021
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

Item 3.

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, If applicable)

City, State, Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. Reporting Certification:** ☒ I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. Compliance Certification:** ☒ Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Item 3.

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: **\$ 0.00** _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

SHARP®

SHARP BUSINESS SYSTEMS



11/29/2021

Prepared For: City of Rio Communities

Stephanie Finch

Finance Office/Treasurer

Prepared By:

Mike Hurula

Sharp Business Systems

505-222-5809 Desk

505-307-4749 Cell

Michael.hurula@SharpUSA.com

Sharp Business Systems | 3901 Singer Blvd. N.E., Albuquerque, NM 87109

SHARP Business Systems Proposal

PROPOSED SOLUTION

Library Printer

We can put in a new **Sharp MX-C357** a 35ppm Color copier, scanner, printer, fax with a 250-sheet drawer and a cabinet.

Your purchase price based on NASPO is only \$2,054.27

New NASPO price is \$2,153.15

Service

Includes all parts, labor and toner for 200 Black and 200 Color images per month. (we could measure this quarterly)

\$22.56

Black overages at 0.0189 and Color Overages at .0939

New PC for Amy

We can put in a new **Dynabook Portege X40-J1431**,
14" Laptop Model includes Core i5-1135G7, Windows 10 Pro,
8GB RAM, 256 GB SSD,
14.0" 1920 x 1080 (Full HD),
Intel Iris® Xe Graphics,
+Care Service Warranty 3-Year with On-Site
We will also include a docking station and a 27-inch monitor.

Your purchase price based on NASPO is only \$1,814.98

New NASPO Price \$1,670.98

SHARP®

SHARP BUSINESS SYSTEMS



Rio Communities

Date: 11/30/21

Prepared For:

Stephanie Finch

Finance Officer/Treasurer

Account Manager:

Mike Hurula

Sharp Business Systems

505-222-5809

Michael.Hurula@sharpUSA.com

Sharp Business Systems | 3901 Singer Blvd. NE Suite C, Albuquerque, NM 87109 | 505-924-9700

Proposal for 70-inch AQUOS Board With 5-year warranty rolling cart

Item	Description	Qty.	Price
PN-CE701H	Value priced 4K Ultra-HD 70" class (69 - 1/2" diagonal) AQUOS BOARD interactive display system with 10-point multi-touch screen, built-in SoC controller, wireless connectivity, and OPS Expansion slot. PN-SPCI5W10C PC sold separately.	1	\$ 3,168.95
DH310-I5-WIN10	Shuttle PC DH310 8GB RAM Wireless AC + WLANKIT-0012	1	\$ 1,369.32
PNSR780M	Rolling Cart Floor Stand	1	\$ 705.25
GKM552RB	IOGEAR Long range Wireless Keyboard/Mouse set	1	\$ 29.96
F3U134B03	Belkin PRO Series USB extension cable - 3 ft	1	\$ 4.49
PTWEBCAM80	PTZOptics Webcam 80 V2	1	\$ 73.50
EWC2WB3R1T5	2 year extended warranty	1	\$ 315.00
SSG-BASIC-60-70	BASIC (Limited) Aquods Board Installation 60" or 70"	1	\$ 480.00
		Total:	\$ 6,146.47

Bundled Total: \$ 6,146.47ea

Pricing based off on CES contract # 2020-37-C102-ALL

*All digital display boards include training for life of the product.

Pricing does not include applicable taxes

Valid for 30 days

Budget Calendar For Fiscal Year 2023

- **February**

- February 17th, Compile and average revenue predictions for next FY 2022 Budget
- February 17th, Department head meeting on Budget request
- February 24th - March 3rd, Budget request from Department heads

- **March**

- March 3rd, Deadline for Department heads consolidate and submit budget requests
- March 8 – 10th, Individual meetings with department heads

- **April**

- April 4th, Budget draft presentation ready
- April 7th, Special Workshop Budget ____ pm. City Council Chambers
- April 18th, Budget Hearing ____ pm. City Council Chambers
- April 25th, Extra budget hearing (if Needed)

- **May**

- May 9th, Council Approval of interim budget (tentative)
- May 19th, Interim Budget submittal to DFA (tentative)

- **June**

- June 1 Interim FY 2022 Budget to DFA/LGD - deadline

- **July**

- July 25th, BAR, Final Quarter and Budget Resolutions Council approval
- July 28th Final Quarter Reports FY 22 and Final Budget submitted to DFA
- July 31st Deadline to submit to DFA/LGD
- Final FY 2023 Budget review and approval by DFA/LGD

**CITY OF RIO COMMUNITIES**

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

February 10, 2022

Dear Mayor & City Council Members,

Below is a truck and options that we would like to purchase for the Public Works Department. We feel that these options are beneficial to the City.

Items	Cost
¾ Ton Chevrolet Silverado – Long Bed, Crew Cab, 4WD	\$30,467.00
Diesel Engine Upgrade	\$12,980.00
All Weather Floor Mats	\$240.00
Bed Liner – Spray on	\$545.00
Gooseneck Hitch	\$1,235.00
LED Light Bar – Flashes Orange	\$1,595.00
Snow Plow Attachment 8'	\$6,660.00
Snow Plow Prep Package	\$300.00
Towing Package	\$565.00
Tommy Lift Gate	\$4,000.00
Total	\$58,587.00

City of Rio Communities, New Mexico

Ordinance No: 2018-61

CHAPTER 10 ECONOMIC DEVELOPMENT

PART A LOCAL ECONOMIC DEVELOPMENT ACT (LEDA)

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CHAPTER 10 ECONOMIC DEVELOPMENT

PART A LOCAL ECONOMIC DEVELOPMENT ACT (LEDA)

10-A-1 IN GENERAL

10-A-1-1 Short Title

This chapter and part, and all articles sections within may be referenced or cited as the city's Local Economic Development Act or simply LEDA.

10-A--1-2 Authority

The Local Economic Development Act is enacted pursuant to the statutory authority conferred upon municipalities to allow public support of economic development projects, per NMSA 1978, Section 5, Article 10, identified as the State of New Mexico Local Economic Development Act. This Ordinance is adopted as part of the City of Rio Communities Economic Development Plan.

10-A-1-3 Purpose

The purpose of the Local Economic Development Act is to allow public support of economic projects that foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of the Ordinance is to allow the City to provide direct or indirect assistance to qualifying businesses for furthering or implementing economic development strategy, plans and/or projects.

10-A-1-4 Economic Development Plan

The Local Economic Development Act is intended to assist the City in implementing and planning its economic development and priorities as identified in the City of Rio Communities Economic Development Plan, as adopted by the Rio Communities City Council. This Ordinance is intended as an instrument to facilitate the City's provision of assistance to Economic Development Projects in any legally permissible manner, including, but not limited to, provisions of land, buildings and infrastructure, provided that all the requirements of this Ordinance are met. The City may provide land, buildings or infrastructure it already owns, or it may build, purchase or lease the facilities needed for an economic development project. The City, at its discretion, may bear the full cost or contribute a portion of the costs, including the waiver of applicable fees. The City, at its discretion, may also contribute to the payment of costs for professional service contracts such as industry feasibility studies and planning and design services needed to implement a project.

The Governing Body may consider offering all forms of assistance allowed under this Ordinance and any other legally permissible forms of assistance; however, this does not establish any obligation on the City's part to offer any specific type or level of assistance.

10-A-1-5 Economic Development Commission

The Economic Development Commission shall oversee the review of all Economic Development Project Applications and shall provide the Rio Communities City Council with recommendations on funding and assistance for these applications, as well as recommendations on Project Participation Agreements with Qualifying Entities.

10-A-1-6 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

a. Economic Development Project

The provision of direct or indirect assistance to a qualifying entity by a local or regional government and includes the purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance of land, buildings or other infrastructure; public works improvements essential to the location or expansion of a qualifying entity; payments for professional services contracts necessary for local or regional governments to implement a plan or project; the provision of direct loans or grants for land, buildings or infrastructure; technical assistance to cultural facilities; loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived from the municipal infrastructure gross receipts tax or the county infrastructure gross receipts tax; grants for public works infrastructure improvements essential to the location or expansion of a qualifying entity; grants or subsidies to cultural facilities; purchase of land for a publicly held industrial park or a publicly owned cultural facility; and the construction of a building for use by a qualifying entity.

b. Project Participation Agreement

An agreement between a qualifying entity and the City whereby the City provides assistance to an economic development project in exchange for the benefits received as set forth in this Chapter.

c. Qualifying Entity

A corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two or more of the following:

- 1) An industry for the manufacturing, processing or assembling of agricultural or manufactured products;
- 2) A commercial enterprise for storing, warehousing, distributing or selling products of agriculture, mining or industry, but, other than as provided in Paragraph (5) or (6) of this subsection, not including any enterprise for sale of

- goods or commodities at retail or for distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
- 3) A business in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than as provided in Paragraph (5) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;
 - 4) An Indian nation, tribe or pueblo or a federally chartered tribal corporation;
 - 5) A telecommunications sales enterprise that makes the majority of its sales to persons outside New Mexico;
 - 6) A facility for the direct sales by growers of agricultural products, commonly known as farmers' markets;
 - 7) A business that is the developer of a metropolitan redevelopment project; or
 - 8) A cultural facility.

10-A-2 PROJECT GOALS

10-A-2-1 Economic Development Goals

The City of Rio Communities has identified the following economic development goals for the City that are intended to guide economic development planning efforts and participation in economic development projects throughout the City, as well as those regional projects that may benefit economic development within Rio Communities:

- a. Enhance the economic sustainability of the Rio Communities community by increasing the gross receipts tax base, supporting the retention and expansion of existing non-retail businesses, and encouraging the development of new non-retail businesses and entrepreneurs within the City.
- b. Improve the economic viability of the Rio Communities community by promoting development that enhances the quality of life in Rio Communities and that increases the community's economic competitiveness.
- c. Promote the renovation, redevelopment and beautification of existing commercial properties within the City.
- d. Attract and assist businesses that are community leaders that invest in the community by engaging in positive community partnerships and contribute to enhancing Rio Communities quality of life.

10-A-3 PROJECT APPLICATION PROCESS

10-A-3-1 Application

Any qualifying entity meeting the definition set forth in Sec. 10-1-6 may propose and submit an economic development project to the City. Meeting the definition of a qualifying entity does not create any obligation on the part of the City of Rio Communities. Applications from qualifying entities shall be submitted to the City of Rio Communities Economic Development Commission on forms provided by the City Manager.

10-A-3-2 Cost Benefit Analysis

All applications for economic development projects requesting economic or in-kind assistance from the City shall submit a cost benefit analysis. Preparing a cost benefit analysis shall be the responsibility of the applicant. The City retains the right to specify a format and methodology for the cost benefit analysis. The cost benefit analysis shall show that the City will recoup the value of its contribution within a period of ten (10) years.

All applicants for economic development projects requesting economic assistance from the City shall clearly demonstrate the benefits which will accrue to the community as a result of the contribution of public resources. The City has considerable flexibility in determining what is considered a community benefit. Benefits such as providing production capabilities which enhance a targeted industry cluster or addressing critical deficiencies in the regional economy may be recognized. Other benefits, such as providing childcare or fitness facilities for their employees or involvement in a local community organization, may also be considered a community benefit. However, it is the intent of this Ordinance to be flexible in the evaluation of these benefits and to recognize the qualitative as well as quantitative impacts of the economic development project.

10-A-3-3 Review and Approval

The City of Rio Communities Economic Development Commission will review all economic development project applications.

Completed economic development project applications must be submitted to the Economic Development Commission within a minimum of fourteen (14) business days before any regularly scheduled Economic Development Commission meeting.

Failure to submit a completed application may result in an economic development project application being removed from the review process.

The City of Rio Communities may request additional information from the applicant and/or may request an interview with the applicant prior to finalizing their review of the economic development project application.

Economic development project applications requesting economic assistance from the City, which meet the economic development goals and objectives of the City's Local Economic Development Act (this Ordinance), shall receive priority consideration.

Following review by the Economic Development Commission, the Board may recommend a project for consideration by the Rio Communities City Council. The Rio Communities City Council may choose to approve the project for assistance from the City by enacting an Ordinance approving the project and the project participation agreement, as determined by the City.

10-A-4 PROJECT IMPLEMENTATION

10-A-4-1 Project Participation Agreement

The qualifying entity shall prepare with the City a project participation agreement. This agreement is the formal document which states the contribution and obligation of all parties involved in the economic development project. The agreement must state the following items:

- a. The economic development goals of the project;
- b. The contribution of the City and the qualifying entity;
- c. The specific measurable objectives which will be assessed during the annual performance review;
- d. A schedule for project development and goal attainment;
- e. The security being offered for the City's investment;
- f. The procedures by which a project may be terminated, and the City's investment recovered; and
- g. The time period for which the City shall retain an interest in the project. Each project participation agreement shall have a "sunset" clause, after which the City shall relinquish interest in and oversight of the project.
- h. Detail projected employment and payroll of the project. For additions to existing business, detail the increase in employment and payroll for the new project and for the existing business.
- i. List projected positions and salaries for each new employee generated by the LEDA project.

10-A-4-2 Project Monies

All project monies shall be kept in a separate account by the entity and the City, with such accounts clearly identified. These accounts shall be subject to an annual independent audit.

10-A-4-3 Public Safeguards

All economic development projects receiving assistance from the City shall be subject to an annual performance review conducted by the Economic Development Commission or a city designate. This review shall evaluate the project participation agreement and whether the project is attaining the goals and objectives set forth in the project participation agreement. This review shall be presented to the Rio Communities City Council for their consideration. The City Council, at a public hearing, may terminate assistance to the economic development project by provisions set forth in the project participation agreement, which terminates the agreement and specifies the disposition of all assets and obligations of the project.

The City shall retain a security interest, which shall be specific in the project participation agreement. The type of security given shall depend upon the nature of the economic development project and the assistance provided by the City. Types of security may include, but are not limited to:

- a. Letter of credit in the City's name;
- b. Performance bond equal to the City's contribution;
- c. A mortgage or lien on the property or equipment;
- d. Pro-rated reimbursement of the City's contribution if the qualifying entity fails to create the number of jobs specified, reduces workforce, or leaves the community before the term agreed to;
- e. Other security agreeable to both parties.

Should a qualifying entity move, sell, lease or transfer a majority interest in the economic development project before the expiration of the project participation agreement, the City retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee or lessee. At its discretion, the City may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the City may reclaim the facility and enter into an agreement with a new qualifying entity.

Any qualifying entity seeking assistance from public resources shall commit to operate in accordance with its project participation agreement for a minimum of five (5) years from the date the Ordinance is adopted, and the City Council passes the project participation agreement.

10-A-5 PROJECT FUND TERMINATION

10-A-5-1 Termination

The Rio Communities City Council may terminate this Ordinance and any and all project participation agreements undertaken under its authority. Termination shall be by Ordinance at a public hearing in accordance with the terms of the project participation agreement(s). If an Ordinance or a project participation agreement is terminated, all contract provisions of the project participation agreement regarding termination shall be satisfied. Upon termination of the Ordinance or any project participation agreement, any City monies remaining in the City project accounts shall be transferred to the City's general fund.

10-A--5-2 Severability

If any section, paragraph, sentence, clause or word or phrase of this Ordinance is for any reason held to be invalid or unenforceable, by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY 2018 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Mark Gwinn
Mayor

Margaret (Peggy) Gutjahr,
Councilor Mayor pro-tem

William Brown,
Councilor

Arturo R. Sais,
Councilor

Thomas Scoggins,
Councilor

ATTEST:

Elizabeth (Lisa) Adair,
Municipal Clerk

City of Rio Communities, New Mexico

Ordinance No: 2018-62

CHAPTER 10 ECONOMIC DEVELOPMENT

PART B ECONOMIC DEVELOPMENT PLAN

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CHAPTER 10 ECONOMIC DEVELOPMENT**PART B ECONOMIC DEVELOPMENT PLAN****10-B-1 OVERVIEW**

Rio Communities is a new municipality located in the far southeastern part of Valencia County, New Mexico. The county is one of the 5 counties in New Mexico that is projected to grow by the year of 2040. All others project stagnant or declining growth numbers by the year 2040. The rapid growth of Los Lunas, in the northwestern part of the county, has been underway over the last year. The addition of a Facebook data storage facility has stimulated housing, retail and business development for Valencia County. This growth is a natural expansion of the Albuquerque metropolitan area, which has limitations on the north, west and east side due to existing Native American reservations and natural barriers. The natural expansion is either west or south. The southern expansion appears to be the front-runner because of the expansion of Los Lunas itself.

Economic development plans are intermixed with all the planning elements of Rio Communities. They are so intertwined as to be difficult to totally separate into stand-alone elements. Relationships between the Comprehensive, Land Use, Zoning and Transportation Plans are the heart and soul of the future economic vitality of this city. The perception of transportation plans satisfying rail, highway and air elements strongly suggest that larger employers are more inclined to locate in areas that provide those building blocks. The relationship of housing elements in the area directly impacts the needs of employers to have appropriate places to live. The number of homes also relates directly to the tax base within the city and frequently to amenities such as restaurants and appropriate retail stores. Future economic development is also dependent on infrastructure elements, like easy access to appropriate levels of water, wastewater systems and tele-communication services. Without these being present, new employers are resistant to locating in an area. This economic development plan will discuss Rio Communities existing and future

challenges as well as the existing economic opportunities – both tapped and untapped.

10-B-2 WEAKNESSES

10-B-2-1 Economy

Rio Communities has a limited, but diverse economy for a small community of 5,189 residents. A strong and diverse housing base is at the heart of the cities vitality. Available inventory is currently very low and additional units are needed. Construction of housing units is at the core of our plans. All housing segments are involved in this shortage. Single family lower end dwellings have shown limited expansion to meet these needs. Low-end multi-family dwellings within 3/8 mile of city hall is an area that needs special attention. Space within the two manufactured housing parks in Rio Communities is also expanding to meet the demand due to new ownership. High-end dwellings are the most significant shortage at present. In spite of these shortages, the city continues to grow. Distaste for passing additional Mill Levy taxes on real estate causes some constraints to the tax base.

Housing Distribution				
Unit in Structure	Estimate	Margin of Error	Percent	Percent Margin
Total Housing Units	2,212	+/-118	—	—
1-Unit Detached	1,629	+/-163	73.6%	+/-6.6
1-Unit Attached	228	+/-96	10.3%	+/-4.3
2-Units	0	+/-16	0.0%	+/-1.3
3 - 4 Units	40	+/-41	1.8%	+/-1.9
5 - 9 Units	0	+/-16	0.0%	+/-1.3
10 - 19 Units	39	+/-62	1.8%	+/-2.8
20 or More Units	36	+/-23	1.6%	+/-1.0
Mobile Home	240	+/-108	10.8%	+/-4.8
Boat, RV, Van	0	+/-16	0.0%	+/-1.3

10-B-2-2 Manufacturing and Commercial

Limited manufacturing and commercial/retail units are at the core of the weaknesses of the city. This limited success with commercial/retail is one of the most significant problems and is the primary focus of needed growth. The Economic Development Commission is tasked with pursuing a grocery store, pharmacy, clinic and full-time restaurant as their initial retail goals. A plan to accomplish these goals has been discussed and one for attracting grocery stores has been implemented. Limited retail stores are the most serious of the city's problems.

10-B-2-3 Gross Receipt Taxes

Citizens are reluctant to pass any additional Gross Receipt Taxes, so finding a way to extend this base is imperative. As a means to boost retail and commercial activity, the city has joined the Albuquerque Economic Development organization. Plans are in place to join both Los Lunas and Belen Chambers of Commerce to give more visibility to the city's commercial/retail needs.

10-B-3 STRENGTHS**10-B-3-1 Property Taxes**

Based on New Mexico Tax and Revenue data, Net Taxable Values have dramatically increased since the city's incorporation in 2014. The values are up 17.61% over the last 3 years (no data available for a longer period of time). This makes Rio Communities the fastest growing municipality in Valencia County.

10-B-3-2 Solar Power Generation

Major increases are due to a Solar Electrical Generation unit and increasing housing values. Additional solar generation units are part of the city's plans.

10-B-3-3 Golf Course

Having the only golf course in the county has added to our visibility and property value increases. The golf course is now under single ownership. This allows a business oriented financial plan for the operation. The business is improved from an emerging housing market.

10-B-3-4 Gross Receipt Taxes

Rio Communities has a Gross Receipt Tax rate of 7.4375, which is the lowest of all municipalities in Valencia County. This rate is only slightly higher than the unincorporated areas of the county.

10-B-4 WORKFORCE

Rio Communities is a bedroom community with close proximity to several others, making pin-pointing workforce distribution difficult. Most workers travel outside the city for work, preferring instead the slower pace of daily life and lower cost of living. There are 286 jobs in Rio Communities, excluding home based businesses. There are also approximately 800 good paying jobs adjacent to the city at BNSF Rail Yard (< 3 miles from the city limits). The school systems close to Rio Communities employ approximately 350 people. For a variety of reasons, many commute to the city of Rio Communities to work. Jobs that are near the city limits are represented by attached data. There are also about 350 good paying jobs within the adjacent Industrial Park. This is projected to grow to near 500 within 1 year, with large upside potential from future expansion within the Park.

10-B-4-1 Local Employment (inside city limits) by Type**Table 1: Employment by Rio Communities Residents by Type**

Distribution of Employment by Type				
Industry	Estimate	Margin	Percent Margin	Margin of Error
Civilian Employed 16 Years and Over	1,654	+/-266	—	—
Agriculture, Forestry, Fishing, Hunting & Mining	40	+/-50	2.4%	+/-2.9
Construction	205	+/-117	12.4%	+/-6.3
Manufacturing	111	+/-135	6.7%	+/-8.1
Wholesale Trade	6	+/-10	.4%	+/- .7
Retail Sales	234	+/-103	14.1%	+/-5.7
Transportation, Warehousing & Utilities	150	+/-69	9.1%	+/-4.1
Information	42	+/-54	2.5%	+/-3.1
Finance, Insurance, Real Estate, & Rental	70	+/-45	4.2%	+/-2.7
Professional, Scientific, & Management	67	+/-68	4.1%	+/-3.8
Education, Health Care & Social	386	+/-160	23.3%	+/-9.1
Arts, Entertainment & Recreation	153	+/-95	9.3%	+/-5.8
Other except Public Administration	48	+/-41	2.9%	+/-2.5
Public Administration	142	+/-90	8.6%	+/-5.7
Class of Worker				
Civilian Employed 16 Years and Over	1,654	+/-266	—	—
Private Wage & Salary Worker	1,284	+/-275	77.6%	+/-8.6
Government Workers	292	+/-130	17.7%	+/-7.8
Self-employed (not incorporated business)	31	+/-32	1.9%	+/-2.0
Unpaid Family Worker	47	+/-70	2.8%	+/-4.2
Source; American Community Survey (2011 - 2015)				

10-B-4-2 City Limit Jobs (within current city limits)

Jobs in Rio Communities		
Type	# Jobs	% Total
Auto/Fuel/Convenience	15	5.2%
Beauty Shop	4	1.4%
Contractors	6	2.1%
Financial	27	9.4%
Food	9	3.1%
General Sales	10	3.5%
General Services	14	4.9%
Auto/Cycle Repair/Towing	21	7.3%
Medical	23	8.0%
Recreation	15	5.2%
Real Estate/Housing	16	5.6%
Safety	20	7.0%
School/Public Groups	76	23.6%
Solar	9	3.1%
Storage	3	1.0%
Utilities	18	6.3%
Total	286	100%

10-B-4-3 Jobs Near Rio Communities

Impactful Jobs Near Rio Communities		
Type	# Job	% Total
BNS Rail Terminal	800	48.80%
Hydrocut	3	0.20%
Mesa Oil	9	0.50%
Aristech	43	2.60%
Valencia Power LLC	4	0.20%
Clariant	250	15.30%
Keter (projected 2018)	175	10.70%
Schools (UNM/VC, Family School, Tome Elementary, Valencia Middle and High Schools)	354	21.60%
Total	1638	100%

10-B-4-4 UNM-VC Small Business Department

University of New Mexico Valencia Campus is adjacent to Rio Communities. This university offers education, resources, and counseling and library resources to both emerging and existing small business owners. It is an integral part for any business that needs help. Rio Communities supports the efforts of their program.

10-B-4-5 Health Care Facilities

Rio Communities is in the southern part of the Los Lunas Metropolitan Planning Area, which is part of the greater Albuquerque Metropolitan area. Because of this location, access to the health care facilities in Belen, Los Lunas and Albuquerque are adequate and available for all citizens to use. Future projections for a clinic within the city limits of Rio Communities are part of the city's plans.

10-B-4-6 Main Street Renovation

The main business district of Rio Communities includes stretches of Highway 47, Highway 304 and Highway 309 (Manzano Expressway). Most buildings are either metal or stucco and were built in the 1980's. Major renovation is needed to improve the appearance and set a style for the city. Most are in need of architectural identity. The center of the city is the city hall complex, which is under major renovation. Additional modifications to the zoning code for new buildings are expected. These changes should help the city in establishing a clear identity.

10-B- 5 CHALLENGES TO CITY

Despite the current improving economy, several interconnected obstacles are holding back growth in some key areas of Rio Communities

10-B-5-1 Housing

This is a lack of affordable housing for new people who want to live close to the Industrial Park and BNSF Belen Railyard.

10-B-5-2 Earnings and Poverty Level

The level of real earnings and the percentage of residents at or near the poverty level pose problems for Federal Grants. A good strategy needs to be developed.

10-B-5-3 Private sector amenities

Lack of sufficient private sector amenities such as restaurants, retail and entertainment is a very important challenge. Current and potential residents have cited the lack of more retail, entertainment, and restaurants, and even sufficient child day care as drawbacks to living in Rio Communities. The most critical shortage has been a grocery store, clinic and full-service restaurant. Although a small shortage of affordable housing plays a minor part in this problem, sufficient housing exists within

15 minutes of the city to make up any differences. This helps reduce any difficulty for employers in hiring staff for their businesses. The town has only 1 national outlet and has had little luck in attracting other national outlets for both retail and restaurants. This could partly be due to Rio Communities lack of concerted efforts, smaller size and lack of cohesive strategy. Rio Communities does have the only golf course in Valencia County. This was the largest accomplishment of the original developers of the city. For the first time in many years, the course is in single private hands. For several years, the course was owned by a number of partners and had a loss of direction. The course is open to the public now and is in the best shape in many years. Rio Communities has a Senior Center for adult population. Also present is a Moose Lodge and a bank.

10-B-5-4 Economy

The historically cyclical nature of the economy poses issues frequently beyond the control of cities. Keeping the city on a level budgetary process will remain imperative.

10-B-5-5 Housing Affordability

As discussed in section 10-2-1, housing units in Rio Communities, particularly multi-family, have not kept pace with the demand. There are insufficient apartments or other multi-family units (either for rent and sale) that exist at all price levels. The lower-end units are critical because of the salary range of employers in the Industrial Park. This poses problems for families working in or near the city. This has resulted in new employees moving to nearby cities, such as Belen or Los Lunas. The choice location is often Rio Communities, which is closer to the emerging jobs both within the city and nearby. Continued expansion of available housing in Rio Communities is in the city's best interest

10-B-5-6 Summary of Real Earnings

The US Census Bureau, 2011-2015 American Community Survey, shows a Median Household Income of \$38,633 for Rio Communities, \$52,166 for Los Lunas, \$29,486 for Belen and \$47,030 for Albuquerque. This places Rio Communities below the poverty level and open for Federal Grants. This is an important funding mechanism for the city.

10-B-5-7 Population Growth

Rio Communities is an ideal geographic location to continually grow. Although U.S. Census data is not particularly useful in predicting future growth of Rio Communities because the city incorporated in 2013 and the last census was in 2010. American Community Surveys, commissioned by the US Census through MRCOG, is the best tool to estimate population growth. The data available shows the city to be continually growing at a steady pace.

Area Population Distribution			
	2010	2015	Change (+/-)
Rio Communities	4,723	5,189	+9.9%
Belen	7,269	7,110	-2.2%
Los Lunas	14,835	15,104	+1.8%
Peralta	3,660	3,625	-1.0%
Bosque Farms	3,904	3,864	-1.0%
Valencia County	76,569	75,737	-1.1%
New Mexico	2,059,181	2,085,109	+1.3%

10-B-5-8 Economic Cycles

Rio Communities is indirectly affected by the oil/gas economy that almost totally controls the rest of New Mexico. The indirect effect is the lack of overall investment in the area and lack of funds available for Grants that normally are available to municipalities. Rio Communities was significantly affected by the 2008 crash and is only now, in 2017, starting to come out of the slump. The addition of Facebook and Keter Plastics seems to be the primary reason for this significant change. The housing market has shown very significant growth during the 2nd Quarter of 2017. There are very few housing units available. The 3 primary builders/developers are all showing signs of startups. There are significant labor shortages in 3 of the largest manufacturers in the Rio Grande Industrial Park, which is contiguous to Rio Communities. Steps are being made to rectify this problem.

10-B-5-9 Local Economic Development Organizations

Rio Communities does not have the commercial base to support its own Chamber of Commerce organization. We are joining the ones in neighboring Los Lunas and Belen to give us exposure to business and help recruit them into the city. We belong to the Albuquerque Economic Development organization to give us exposure to new companies that wish to move to New Mexico or people within the state that wish to move here.

10-B-6 FUTURE OPPORTUNITIES

10-B-6-1 Rio Grande Industrial Park

Rio Grande Industrial Park was built as the Rio Communities Industrial Park for the city of Rio Communities by the Horizon Corporation. Horizon Corporation was a land development company that also designed and build the city of Rio Communities. The park has been part of unincorporated Valencia County since it was built. It lies contiguous to the southern border of Rio Communities.

The Rio Grande Industrial Park is currently occupied by 8 businesses, three are in plastic manufacturing and 5 are service businesses. The companies include water supply, chemical-lime, water jet cutting, electric power generation, environmental reclamation, and an empty county building. There are 8 parcels that are occupied and total 122.22 acres. There are 15 unoccupied parcels that totals 188.64 acres. The unoccupied land has nearby electricity, water and sewer. Water is supplied by New Mexico Water, a private water and sewer company located in Rio Communities. There are several owners of the unoccupied land. PNM is the electricity supplier for the area. They also buy electricity from a supplier that has a gas fired generator inside the park. Solar facilities are located inside the city of Rio Communities that is also owned by PNM.

Employment in the park is projected to reach 494 during 2018. The park has a railroad spur owned and operated by BNSF Railroad, with frequent service to park companies. Active development of the remaining parcels is underway.

10-B-6-2 Airports

Rio Communities does not have any official airports within the city limits. There is a small airport about 15 miles away in Belen. Los Lunas has a very small airport about 14 miles away. There is a major International Airport (Sunport) in Albuquerque about 35 miles away. This airport handles airfreight, passenger and commercial activities. Rio Communities does not any current plans to construct an airport, but land is available on the eastern border of the city for such purposes.

10-B-7 ECONOMIC DEVELOPMENT GOALS

10-B-7-1 Single Family Housing

Facilitate construction of 100 Single Family Housing units for all income ranges.

Strategy: Enlist existing and potential new builders to start construction within the year to meet existing demand.

Strategy: Target areas with infrastructure either in place or near to sites.

Strategy: Establish a list of items the city can offer to make construction easier.

Strategy: Target in-fill areas within existing R-1 zones for building sites.

10-B-7-2 Multi-Family or Manufactured Housing

Facilitate the construction of 100 additional Multi-Family or Manufactured Housing units to provide more access to lower income people.

Strategy: Target potential new builders to start construction within the year to meet existing demand.

Strategy: Establish a list of items the city can offer to make construction easier.

Strategy: Target in-fill areas within existing R-2, MH-1, MH-2, and C-2 zones.

10-B-7-3 New Amenities

Work to attract more retail, restaurants and entertainment to Rio Communities to increase GRT base and develop more local jobs.

Strategy: Continue to pursue Economic Development Commission initiatives.

Strategy: Continue initiatives through Albuquerque Economic Development, Los Lunas Chamber of Commerce and Belen Chamber of Commerce.

Strategy: Continue to pursue all leads that come to the city through any channels.

10-B-7-4 Expand and Convert Businesses

Work to expand existing businesses and convert home based businesses to store front operations.

Strategy: Explore options city can initiate to make these conversions.

Strategy: Explore grants, loans, training and marketing initiatives to help make these conversions.

Strategy: Explore local training and marketing options available through UNM-VC.

10-B-7-5 Rio Grande Industrial Park

Expand Rio Grande Industrial Park through annexation and marketing for the benefit of Rio Communities.

Strategy: Accelerate annexation plans.

Strategy: Consolidate fire, EMT, evacuation and police protection plans.

Strategy: Create a marketing plan for the Park.

Strategy: Develop a plan to upgrade roads.

10-B-7-6 City Hall Complex

Complete the City Hall complex to promote downtown activities in the city.

Strategy: Continue to explore city complex completion, street repair, lighting, public spaces, sidewalks and landscaping to maintain and further enhance components of downtown attitude.

Strategy: Finish the Transit Oriented Development (TOD) concept to better define downtown in Rio Communities.

Strategy: Establish a festival approach to defining downtown.

10-B-7-7 Manufacturing training program

Work to establish a manufacturing training program to assist the Industrial Park in recruiting qualified workers.

Strategy: Work with UNM-VC to establish a program within city hall complex.

Strategy: Team with major manufacturers within the Industrial Park and nearby businesses to start training at an early age.

**PASSED, APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY 2018 BY THE GOVERNING
BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

City of Rio Communities Governing Body

Mark Gwinn
Mayor

Margaret (Peggy) Gutjahr,
Councilor Mayor pro-tem

William (Bill) Brown,
Councilor

Arturo R. Sais,
Councilor

Thomas Scoggins,
Councilor

ATTEST:

Elizabeth (Lisa) Adair,
Municipal Clerk

CAPITAL OUTLAY/GRANTS/NMDOT/OTHER SPECIAL FUNDING STATUS															
Grant # / Appropriation ID	FUNDING SOURCE	ADM THRU	PROJECT	APPROPRIATION YEAR	REVERSION YEAR	APPROPRIATION /GRANT AMOUNT	CITY MATCH	TOTAL EXPENDED	EXPENDED %	TOTAL REVERTED	BALANCE	BALANCE %	Resolution	Approved	Information
A16A2538	CAP OUT	STB/DFA	MUNICIPAL COMPLEX	2016	2020	\$ 200,000.00	\$ -	\$ 200,000.00	100.0%	\$ -	\$ -	0.0%	Completed		Completed & Closed Out
C2589	CAP OUT	DFA	CITY HALL RENOVATION	2018	6/30/2022	\$ 25,000.00	\$ -	\$ 25,000.00	100.0%	\$ -	\$ -	0.0%	Completed		Completed & Closed Out
A18C2595	CAP OUT	STB/DFA	MUNICIPAL COMPLEX PH4	2018	2022	\$ 175,000.00	\$ -	\$ 175,000.00	100.0%	\$ -	\$ -	0.0%	Completed		Completed & Closed Out
A19D3248	CAP OUT	GF/DFA	SAFETY FIRE TRUCK	2019	2021	\$ 150,000.00	\$ -	\$ 150,000.00	0.0%	\$ -	\$ -	0.0%	Completed		Completed & Closed Out
D18259/1	CAP OUT	DFA	DRAINAGE PLAN	2019	6/30/2023	\$ 115,000.00	\$ -	\$ 114,889.74	99.9%	\$ 110.26	\$ -	0.0%	Completed		Completed & Closed Out
D18398/LP30008	ECON DEV	NMDOT	ROAD REPAIR/Country Club Lane	2019	6/30/2022	\$ 245,054.40	\$ 12,897.60	\$ 91,960.15	37.5%	\$ 157,692.26	\$ -	0.0%	Completed		Completed & Closed Out
D18333	NMDOT	NMDOT	ROAD REPAIR	2019	12/31/20	\$ 166,500.00	\$ 93,292.87	\$ 259,792.87	156.0%	\$ -	\$ -	0.0%	Completed		Completed & Closed Out
E2798	CAP OUT	DFA	CITY HALL RENOVATION	2020		\$ 321,750.00	\$ -	\$ -	0.0%	\$ -	\$ 321,750.00	100%	In Progress		NOO/PO Issued to FBT Architects for Architectural Design
ZD9217	JR BILL	DFA	LIBRARY	2019	2020	\$ 50,000.00	\$ -	\$ 48,185.05	96.4%	\$ 1,814.95	\$ -	0.0%	Completed		Completed & Closed Out
E2799	CAP OUT	DFA	LIBRARY	2020		\$ 10,000.00	\$ -	\$ -	0.0%	\$ -	\$ 10,000.00	100%			Have received quotes for Library IT, awaiting approval from City to move forward
E2800	CAP OUT	DFA	PUBLIC SAFETY EQUIPMENT	2020		\$ 220,000.00	\$ -	\$ 220,000.00	100.0%	\$ -	\$ -	0%	Completed		Completed & Closed Out
D18581/L300260	NMDOT	NMDOT	ROAD REPAIR	2020	12/31/2021	\$ 120,000.00	\$ 40,000.00	\$ 157,507.80	0.0%	\$ 1,869.15	\$ 2,492.20	2%	Completed		Completed & Closed Out
F4092/D3421	CAP OUT	DFA	SAFETY STREET LIGHTING	2021		\$ 60,000.00	\$ 8,860.92	\$ 7,348.80	12.2%	\$ -	\$ 52,651.20	88%	In Progress		NOO/PO Issued to HDR Engineering
F2947	CAP OUT	DFA	CITY HALL COMPLEX	2021	TBD	\$ 300,000.00	\$ -	\$ -	0.0%	\$ -	\$ 300,000.00	100%			Received Fully Executed Grant Agreement
F2948	CAP OUT	DFA	FIRE TRUCK PURCHASE	2021	TBD	\$ 204,000.00	\$ -	\$ 204,000.00	100.0%	\$ -	\$ -	0%	Completed		Completed & Closed Out
F2949	CAP OUT	NMDOT	TRAILS, PARKS & OPEN SPACES CONSTRUCTION	2021	TBD	\$ 250,000.00	\$ -	\$ -	0.0%	\$ -	\$ 250,000.00	100%			City Manager working with Developers. Seeking Park Land
FRF-RIOCOM-075	FEDERAL	DFA	AMERICAN RECOVERY PLAN ACT	2021	12/31/2026	\$ 1,122,193.00	\$ -	\$ -	0.0%	\$ -	\$ 1,122,193.00	100%			First Half Funding Received / Projects being decided
PW #1	FEDERAL	DHSEM	CITY HALL FLOODING	2021		\$ 16,500.00	\$ 4,125.00	\$ -	0.0%	\$ -	\$ 16,500.00	100%	In Progress		Sent in items for reimbursement. Insurance covered everything. May <u>not be needed</u>
PW #2	FEDERAL	DHSEM	CHAMARTIN DRAINAGE, Avienda Del Fuego, Other Misc. Streets	2021		\$ 400,000.00	\$ 100,000.00	\$ -	0.0%	\$ -	\$ 400,000.00	100%	In Progress		Engineer to begin work on planning & bid documents
PW #3	FEDERAL	DHSEM	DEBRIS REMOVAL	2021		\$ 65,000.00	\$ 16,250.00	\$ -	0.0%	\$ -	\$ 65,000.00	100%	In Progress		Sent in items for reimbursement
D18851/L300288	NMDOT	NMDOT	PAVEMENT REHABILITATION SAN LUCAS/CHAMARTIN	2021	12/31/2022	\$ 139,854.00	\$ 46,618.00	\$ -	0.0%	\$ -	\$ 186,472.00	100%	In Progress		Engineer to begin work on certifications & Bid documents
21-ZF9166	JR BILL	DFA	YOUTH AND COMMUNITY PROGRAMS	2021	2024	\$ 75,000.00	\$ -	\$ -	0.0%	\$ -	\$ 75,000.00	100.0%	In Progress		Council approved plan, purchasing items

CAPITAL OUTLAY/GRANTS/NMDOT/OTHER SPECIAL FUNDING INFORMATION

#	FUND	PROJECT	ISSUED	EXPIRES	TOTAL
1	CAPITAL OUTLAY	CITY HALL RENOVATION	2018		
2	CAPITAL OUTLAY	CITY HALL RENOVATION	2018		\$200,000
3	NMDOT	ROAD REPAIR	2019		
4	ECONOMIC DEV GRANT	ROAD REPAIR	2019		
5	CAPITAL OUTLAY	DRAINAGE PLAN	2019		\$115,000
6	CAPITAL OUTLAY	SOLAR STREET LIGHTING	2019		\$60,000
7	CAPITAL OUTLAY	BRUSH TRUCK	2019		
8	JR BILL	LIBRARY	2019		\$50,000
9	CAPITAL OUTLAY	CITY HALL ROOF REPAIR	2020		\$325,000
10	CAPITAL OUTLAY	LIBRARY	2020		\$10,000
11	CAPITAL OUTLAY	TRAINING TOWER	2020		\$220,000
12	NMDOT	ROAD REPAIR	2020	NOT ISSUED YET	
13					
14					
15					
16					

AMOUNT LEFT

\$175,000
\$25,000
\$115,000
\$60,000
\$50,000
\$325,000
\$10,000
\$220,000

From: [Martin Moore](#)
To: [Amy Lopez](#)
Cc: [Lisa Adair](#); [Stephanie Finch](#); [Gordon Reeves](#)
Subject: Re: Plastic Recycling Equipment
Date: Thursday, February 10, 2022 10:21:41 AM
Attachments: [image001.png](#)
[image002.png](#)
[image001.png](#)
[image002.png](#)

Can do.

Sent from my iPhone

On Feb 10, 2022, at 9:52 AM, Amy Lopez <alopez@riocommunities.net> wrote:

Good morning Marty,

I would like you to know I am having a great amount of difficulty obtaining a vendor for the plastic recycling equipment. There are very few vendors within the US and those that I have found will not accept a purchase order. Another problem is the likelihood the companies will not be able to manufacture the product in time to satisfy grant requirements. There is a shortage of materials used to build the machines. I have not been able to find any that are in our price range that have already been manufactured. I have located other companies, but they are out of budget and overseas, meaning the machines would still not arrive in time and the shipping would be outrageous.

I hate to scrap the recycling idea because I believe it is a worthwhile project, but with the limited time we have to get items ordered, I think we might need to consider implementing that kind of program with future funding.

In lieu of the plastic recycling, I could order a better quality laser cutter, a resin 3d printer, and furniture actually designed for a makerspace that is sturdy, lockable, and long lasting. I believe the furniture and better quality laser cutter would be a smart investment to making the makerspace a success for the City.

Can you please present my findings to Council? I will be looking into the cost of what I am asking for and let you know as soon as I find out so that you can give Council the alternative.

Thank you,

Amy Lopez
City of Rio Communities, Deputy Clerk



505-861-6803

360 Rio Communities Blvd.

Rio Communities, NM 87002

<http://www.riocommunities.net>

Universal Waste Systems of New Mexico
 5520 Broadway Blvd SE
 Albuquerque, New Mexico 87105
 Phone (505) 377-8833
 www.uwsnm.com



January 25, 2022

**CITY OF RIO COMMUNITIES
 FINANCE DEPARTMENT**

RECEIVED FEB 07 2022

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

Re: Solid Waste Quarterly Report; 4th Quarter 2021

Dear Dr. Moore

Universal Waste Systems of New Mexico is pleased to submit our quarterly report to the City of Rio Communities for solid waste collection and disposal services for the fourth quarter of 2021.

The following information includes a summary of pertinent service information:

4th Quarter Franchise Fees Collected

Total:	\$4,087.15
Residential:	\$3,518.41
Commercial:	\$ 408.74
Roll Off:	\$ 160.00

Accounts as of December 31, 2021

Residential

Active:	1,933
Credit Hold:	112; \$36,385 outstanding payments
Vacant:	36
Addl. Carts:	399

Commercial

Active:	40
Credit Hold:	2; \$3,553 outstanding payments

Discounts

Total:	484; 25% of active residential accounts
Senior Citizen (10%):	400
Low Income 1 (15%):	10
Low Income 2 (10%):	5
Veteran (10%):	69

Recycling

109 recycling subscriptions

Bulky Item Collections

Total: 46
October: 18
November: 19
December: 9

Driver Notes

Total: 794
Container Not Out: 789
Container Blocked: 5

All supporting documentation is on file. Please don't hesitate to contact me should you have any questions.

Best regards,



Rheganne Vaughn
Governmental Affairs and Contract Compliance