

VILLAGE OF ANGEL FIRE

Angel Fire NM 87710

(575) 377-3232

PUBLIC NOTICE

Council Meeting

Tuesday, July 28th, 2020 at 5:30pm

Please note that in an effort to continue to provide open meetings and to comply with the new rules governing open meetings, this meeting can be accessed by using GoToWebinar using the information at the bottom of the Agenda.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

- 1. Approval of the July 14th Regular Council Meeting Minutes**

Requests and Responses from the Audience (Limited to 3 minutes)

Announcements and Proclamations

Reports

- 1. Governing Body Report**
- 2. Manager's Report**
- 3. Staff Report**
- 4. Committee Reports**

Old Business:

- A. Discussion /Approval of an Ordinance Amending Section Eleven, Chapter Three of Title Four of the Village Code (2nd Reading) (Public Hearing)**

New Business:

- A. Discussion/ Approval of Resolution 2020-26 a Resolution Approving the Final Budget for Fiscal Year 2020-2021**
- B. Discussion/ Approval of an Ordinance Amending Ordinance 5-3A-2, Animals Running at Large (1st Reading) (Public Hearing)**
- C. Discussion/ Approval of an Ordinance Amending Ordinance 5-2D-3, Unlawful Possession of Marijuana (1st Reading) (Public Hearing)**
- D. Discussion/ Approval of an Ordinance Amending Ordinance 5-2D-4 , Unlawful Possession of Drug Paraphernalia (1st Reading) (Public Hearing)**
- E. Discussion/ Approval of an Intergovernmental Agreement for EMS**
- F. Discussion/Approval to Apply for a Grant from the Angel Fire Community Foundation to Assist Eagle Nest EMS With Staffing for 90 Days**
- G. Discussion/Approval to Apply for the FY21 NM Fire Protection Grant**
- H. Discussion / Approval of Resolution 2020-27 a Resolution Authorizing the Assignment of Authorized Officers and Agents and Accept the Grant Agreement With New Mexico Department of Environment Capital Appropriation Project**
- I. Discussion/ Approval of Task Order #2020-01 With Dennis Engineering for the Camino Grande Phase III Project**
- J. Discussion/ Approval of Change Order #1 With Abraham Construction for the TAP Sidewalk Project**

Terry Cordova, Village Clerk
Post: 07/23/2020

Jo Mixon, Mayor

THE PUBLIC IS INVITED TO ATTEND

Subject to Change Until Friday July 24th 2020 at 5:30pm

Next Council Meeting August 11th, 2020

AGENDA MAY BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV

IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.

Please register for Village of Angel Fire, Village Council Meeting 7-28-2020 on Jul 28, 2020 5:30 PM MDT at:

<https://attendee.gotowebinar.com/register/4874094772452945932>

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VILLAGE OF ANGEL FIRE
Regular Council Meeting Minutes
Tuesday July 14th, 2020
DRAFT

This meeting was conducted via GoToWebinar in compliance with the NM Open Meetings Act

Call to Order

Mayor Mixon called the meeting to order at 5:30pm

Pledge of Allegiance

Mayor Mixon called for the Pledge of Allegiance.

Roll Call

Present were Mayor Mixon, Mayor Pro-tem Lanon, Councilor Billingsley, Councilor Trom, Councilor Peterson. Also, present were Manager Mitchell and Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

Mayor Pro-tem Lanon made the motion to approve the agenda. Councilor Trom seconded. Motion carried 4-0

Approval of Consent Agenda

1. Approval of the June 23rd Regular Council Meeting Minutes

Mayor Pro-tem Lanon made the motion to approve the consent agenda. Councilor Billingsley seconded. Motion carried 4-0

Request and Responses from the Audience (Limited to 3 minutes)

Jackie Boyd asked if there were any plans to do something permanent to take care of the curve on San Mateo road by Olympic park. Manager Mitchell stated that the village had looked at that earlier this year to be one of our summer projects, but as you know, a lot of road funds got cut back from the state. It is actually our next priority on the GO Bond. It will not be done this year due to funding but is very high on the list because of the infrastructure problem underneath that road.

Announcements and Proclamations -None

Reports

1. Governing Body Report

Mayor Mixon reported that over the past two weeks the village and the Chamber has partnered together and has given away a thousand masks to our Ange Fire businesses to give away to their employees and customers . We have also teamed up with our businesses and came up with a sign that reads, "Mask Up Angel Fire "so that we have a universal message to display in our windows, entryways, websites, email to clients to show compliance with the State Public Health order. We also have several businesses now that either have become or are going to through the program be to certified as Safe Businesses by the State Tourism Department. These are things that I think that bring business together, working together as one team.

2. Manager's Report

Manager Mitchell reported that there were a couple of things that Councilor Trom talked to the Mayor and I about and one of them about having a broader discussion hopefully with audience participation ,Village participation on just what some of these public health orders and executive orders boil down to and mean . There has been so many put out obviously since March. Councilor Trom suggested a possible council work session so that we can have a discussion without action items to look at. I am actually in favor of this, as the Mayor said any additional signage we can use to educate and what resources are available for us to make sure Angel Fire is doing its part. I would ask that this week we pay attention to whatever the Governor is going to come out with on her weekly report as we are expecting modifications to the public health orders. If it is agreeable with the Council, we can look at doing something next Tuesday as a work session and be able to discuss with the public health orders and what is going on in New Mexico, with the Municipal League and various Chamber of Commerce. We can use it to educate the public on some of the things that the government, local government are allowed to do and not allowed to do, where our responsibilities start and end. He also reported that as for the wells parts have been ordered and

1 being assembled and brought in. It does look like our permanent solution will be installed on time
2 before the end of the month.

3 **3. Staff Report**

4 John Murtagh, Fire Chief gave an update on the fire department. (see attached)

5 Brad McCaslin, Police Chief gave an update on the police department (see attached)

6 **Committee Report-None**

7 **Old Business:**

8 **A. Discussion/ Approval of an Ordinance Authorizing the Issuance and Sale of Village of**
9 **Angel Fire Go Bond Series 2020 (2nd Reading) (Public Hearing)**

10 Mayor Mixon opened the public hearing up at 5:44pm. Daniel Alsup, Bond Counsel with
11 Modrall Sperling explained that the ordinance before you for action tonight is the same
12 ordinance that was introduced on June 9th, and we had a little discussion there. This
13 ordinance authorizing the issuance of general obligation bonds. It approves a bond purchase
14 agreement between the village and the New Mexico Finance Authority, who will purchase
15 the bonds and provide the funds. We are looking at issuing \$2 million in bonds authorized at
16 the election last November one million dollars for road projects, and one million dollars for
17 water and wastewater projects. The final interest rate has been set by RBC, Capital Markets,
18 the Village's, Financial Advisor, with the New Mexico Finance Authority, and Regina , I
19 understand is on the call and will cover the terms of the bonds. If the council is inclined to
20 adopt the ordinance tonight, we will close on August 28th, and that is when funds will be
21 available. Regina Gaysina with RBC Capital went on to explain that they did set the final
22 interest rates with New Mexico Finance authority for the issuance of two million dollars last
23 week, the closing date of the bond is anticipated to be August 28th and the funds will be
24 available then . The village is on a requisition basis, the maturity dates for the loan are 2021
25 to 2032, and the bonds have an optional call date of August 8, 2030, which is a standard 10-
26 year par call for New Mexico Finance Authority. The true interest cost to the village is 1.8%,
27 and the total interest that will be paid over the life of the loan is \$135,818. In the book
28 provided to you at the last council meeting there is a history of the true interest cost of your
29 past GO Bond sale, the cost has been the lowest since the borrowings between the 2017 and
30 2020. The interest rates are still very low, and you are borrowing at an interest rate of 1.08
31 currently. Mayor Pro-tem Lanon asked that until we use the money we are going to put it
32 back into an interest bearing account. Regina stated that the money will be held by New
33 Mexico Finance Authority by Bank of Albuquerque. So whenever you actually need to use
34 the money you will be requisitioning from them. Daniel added the interest would not be
35 great because under federal tax law you cannot invest it at a rate higher than the yield on the
36 bonds, which is around 1%. Councilor Peterson asked what the rate if interest would be.
37 Daniel stated he would look into that and would get back to Council. Councilor Peterson
38 added it is going be a lot less, just because of where everything is out right now. I am just
39 curious to see what the net effect is going to be. With no further input, Mayor Mixon closed
40 the public hearing at 5:51 pm. Mayor Ro-tem Lanon made the motion to approve an
41 ordinance authorizing the issuance and sale of Village of Angel Fire GO Bond series 2020
42 ,2nd reading, public hearing. Councilor Peterson seconded. With no further discussion, the
43 motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor
44 Trom-aye, Councilor Peterson –aye.

45 **B. Discussion /Approval of an Ordinance Amending Section Eleven ,Chapter Three of**
46 **Title Four of the Village Code (Supplemental 1st Reading) (Public Hearing)**

47 Mayor Mixon opened the public hearing for a supplemental 1st reading at 5:52pm. Manager
48 Mitchell explained that he would go through the changes much like he did the first time. If
49 we go down to 3011 item B we have changed the dates because of the winter season ,which
50 has been an impact with us in the past trying to get the slash picked up before the first snow
51 fall. Therefore, we moved the date back two weeks to October 1st. So the program will run
52 April 1st to October 1st. Moving down to item F, we have had problems down in the
53 drainage areas and in the roads. Worked with the streets department and solid waste

1 department to go out and survey the places that place slash that is not on public property. So
2 we will no longer be doing encroachment permits to include deposit fees, we will establish
3 areas on their property or require that slash to be brought in prior to stacking. Moving down
4 to page two there are actually new paragraphs in items N, O and P . Item O goes through the
5 issues I just covered, suitable location for slash placement cannot be determined. When this
6 occurs the property owner or the private contractor must transport slash. In addition, a lot of
7 this is due to our grappling system that is on our trucks, they have a limited reach. The trucks also
8 are top heavy so they cannot get over into the ditches for safety purposes. So if we cannot reach
9 the slash in an area that cannot be picked up with the truck, we need it transported and we just
10 cannot get it with the truck. It's as simple as that. On the slash pickup from contractors, as
11 discussed earlier, we had cut off contracting slash pickup altogether, and in further discussions
12 with solid waste we are looking at ways to lower our costs on our disposal. If we can lower cost
13 on the disposal, without having to raise costs to homeowners in the billing program, we will then
14 have more sufficient means to either re-invest an additional slash pickup capability or be able to
15 fund additional slash pickup capability further than what we can fund at this time. So we will
16 work with the contractors on an annual basis to establish the policy before March 1st and before
17 April 1st slash pick up the dates, and ensure that they are fully aware of the policies that we're
18 going into the season with, and therefore can set their contracting price and their contracting
19 responsibilities accordingly. If we have any changes during the season and meeting with a few of
20 the contractors, if we give them a 45 day notice prior to any implementation and enforcement, on
21 those policy changes, they feel that they can deal with those in their contracts. What we do not
22 want to do is put them at a disadvantage with new policies going into a season or making changes
23 during the season that impacts their business and their means to make, their ends meet. And with
24 contractors transporting slash is similar to owners transporting slash as long as we have proof of
25 property ownership, a contract that shows that the slash was removed from property within the
26 village limits, we will take that for disposal without cost, if it does come from outside the village
27 limits, at this time, we're just not taking it and we haven't established other costs to do so. We feel
28 we have enough in the village. Producing our own slash right now, we don't need to work with
29 unincorporated areas to remove those. That could change in the future, but at this time, we are
30 just overwhelmed with what we already have. So, with that, I'll close on the changes to the slash
31 program. Mayor Pro-tem Lanon asked with the contractors picking up slash and taking it to the
32 recycle center and as you well know, in real estate, we're having to do COVID sign offs and a lot
33 of new contractors are doing COVID sign offs, do we need to do something like that and
34 implement it? Manager Mitchell stated that, I hadn't looked into that, at all, to tell you the truth
35 counselor, and I don't know if any other villages have. That has not come up in any of my
36 managerial discussions on their public works, doing any type of releases of sign offs. Let me
37 check with a few other managers to see if anyone is doing that. Frankly, I had not even thought
38 about it, but since we were an essential business for health and safety, no different from our fire
39 department, police department. They do not ask patients or to the people they pull over, to fill out
40 anything. So I had not even thought about it, and let me look into that, and I will get back to you
41 on it. At this time, I would think not because we are still a public service. Mayor Pro-tem Lanon
42 added I just want to make sure we are covering ourselves because I have to do buyers and sellers.
43 I have to do the home inspector. I have to do any repairmen that go in and to do the septic. So I
44 do not know where our responsibility or liability is. Manager Mitchell added that's a good
45 question, Counselor and frankly, I had not considered it. So, let me look into it a little deeper and
46 see if we do have liability out there that we are not covered. Ron Glazer asked pointed out that
47 the dates on item B and the dates on item K were not the same. Manager Mitchell stated he would
48 correct that. Councilor Trom asked about item H, I understand stamps are not part of the slash
49 program, but what do people do with stumps over 10 inches in diameter. For example, I was on
50 Elk Meadows the other day on and there was one freshly cut stump that was obviously dumped
51 there because it was over, you know, there's quite a bit over 10 inches. We certainly don't want
52 mass dumping of these around the village. Manager Mitchell added what I have done with mine
53 on my property is bury them. Now. What other people are doing? I am not sure we just can't take
54 and we have no way to dispose of them. We can't dispose of them at the landfill. They will not fit
55 into our current chipper capacity and as Chief Murtagh will tell you, they do not burn. It is a
56 property owner's responsibility, but I don't have a solution for what we can do. Councilor Trom

1 added I just saw there's one dumped over in Elk Meadows and see the ordinance here I just see a
2 problem and that could be in the making. Something we should watch for and discuss with the
3 contractors to see what their solutions might be. Mayor Mixon added that some people use them
4 for art projects, they use them for outside seating. There's different things that you can do
5 creatively with stumps until you get to a point to where it's not so thick and you can you can split
6 it. With no further input, Mayor Mixon closed the public hearing at 6:02pm. Mayor Pro-tem
7 Lanon made the motion to approve an ordinance amending section 11, chapter 3 of title 4 of the
8 village code, supplemental 1st reading and public hearing. Councilor Trom seconded. With no
9 further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-
10 aye, Councilor Trom-aye, Councilor Peterson-aye.

11 **New Business:**

12 **A. Discussion/ Approval of Resolution 2020-22 a Resolution Authorizing the Drilling of a Well**
13 **With-in the Service Area on Lot 9, Tierra Del Cielo Subdivision**

14 Mayor Pro-tem Lanon made the motion to approve resolution 2020-22 a resolution authorizing the
15 drilling of a well within the service area on lot 9 Tierra Del Cielo subdivision. Councilor
16 Billingsley seconded. Christine Breault, Planning and Zoning Coordinator explained that the
17 Ulibarri's own a lot in the Terra Del Cielo subdivision and intend to build a home. Currently the
18 Village does not have any water lines in the area. They are asking permission to drill a well. With
19 no further discussion the motion carried 4-0 with Mayor Pro-tem Lanon –aye, Councilor
20 Billingsley-aye, Councilor Trom-aye, Councilor Peterson-aye.

21 **B. Discussion/ Approval of Resolution 2020-23 a Resolution Granting a Temporary Down Lit**
22 **Signs for Attached Signage at the Elkhorn Lodge**

23 Mayor Pro-tem Lanon made the motion to approve resolution 2020-23 a resolution granting a
24 temporary down lit signs for attached signage at the Elkhorn Lodge. Councilor Trom seconded.
25 Christine Breault, Planning and Zoning Coordinator explained that the new owners of the Elkhorn
26 Lodge are requesting a variance to replace the rotted signs that had to be removed for safety. This
27 request is temporary until they can design and install new backlit signage, Planning and Zoning
28 send a positive recommendation. With no further discussion, the motion carried 4-0 with Mayor
29 Pro-tem Lanon –aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson –aye.

30 **C. Discussion/ Approval of Resolution 2020-24 a Resolution Granting a Rear Setback of Twelve**
31 **(12) Feet on Tract E of Country Club 1 and 2 Reamended and a Variance from the**
32 **Minimum lot size of 21,000 Square Feet for Tracts E1 and E2**

33 Mayor Pro-tem Lanon made the motion to approve resolution 2020-24 a resolution granting a rear
34 setback of 12 feet on tract E of country club 1 and 2 reamended and a variance from the minimum
35 lot size of 21,000 square feet for tracts E1 and E2. Councilor Trom seconded. Christine Breault
36 Planning and Zoning Coordinator explained that the Angel Fire Hacienda LLC is requesting
37 variances to the existing structure to divide this lot into three separate lots with the structure being
38 separated into two lots with a zero lot line. With no further discussion, the motion carried 4-0 with
39 Mayor Pro-tem Lanon –aye, Councilor Billingsley –aye, Councilor Trom –aye, Councilor
40 Peterson –aye.

41 **D. Discussion /Approval of the FY20-21 Agreement for Inmate Confinement Between the**
42 **County of Colfax and the Village of Angel Fire**

43 Mayor Pro-tem Lanon made the motion to approve of the FY20-21 agreement for inmate
44 confinement between the County of Colfax and the Village of Angel Fire. Councilor Peterson
45 seconded. Brad McCaslin , Police Chief explained that before you is the agreement between the
46 Village of Angel Fire and Colfax County to house prisoners in the detention center that have been
47 charged with municipal crimes here in the village. This agreement has been used for several years
48 and has already been approved by the County Commission. Councilor Billingsley asked do we
49 have facilities to hold people long-term here. Brad stated that no we do not, that we have two
50 holding cells at the police department, however that are temporary cells. They are used to allow
51 our officers to hold prisoners while they complete their booking paperwork and then they are
52 transported to Raton. With no further discussion, the motion carried 4-0.

53 **E. Discussion / Approval of Resolution 2020-25 a Resolution Authorizing the Assignment of**
54 **Authorized Officer and Agent**

55 Mayor Pro-tem Lanon made the motion to approve resolution 2020-25 a resolution authorizing the
56 assignment of authorized officer and agent. Councilor Trom seconded. Sandy Garcia, Grants

1 explained that the Village of Angel Fire has entered into an agreement with the New Mexico
2 Department of Environment Capital Appropriation Project in March, 2017. This project was to
3 plan, design, contract and repair existing water storage tanks in the village. The original agreement
4 was for \$190,000. We have done a dive study on existing tanks, completed plan and design of
5 necessary repairs and completed repairs on one (1) tank. This new agreement is for a time
6 extension of the original agreement allowing the Village until June 30, 2022 to use the remaining
7 funds of \$115,000. We will repair/coat the interior and exterior of as many of our tanks as possible
8 with the remaining available funds. With no further discussion, the motion carried 4-0 with Mayor
9 Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson-aye.
10

11 Mayor Mixon adjourned the meeting at 6:24pm

12 **Passed, Approved and Adopted on this 28th day in July, 2020**
13

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17
18 Jo Mixon, Mayor

19 **ATTEST:**

20
21 Terry Cordova, Village Clerk
22
23
24



July 14, 2020

Village of Angel Fire Council Meeting, AFFD Staff Report

-221 calls YTD in 2020.

-45 calls for service in June

EMS		Fire	
Sick Call	4	Gas Leak	1
Traumatic Injury	4	Carbon Monoxide	0
Vehicle/Bike Accidents	10	Smoke Check	2
Fall	3	Fire Alarm	2
Chest Pain	4	Structure Fire	0
Abdominal Pain	1	Brush Fire	6
Unconscious	4	Haz Mat	1
Seizure			
Suicidal			
Respiratory	2		
Alcohol/Drug Related			
Allergic reaction			
Public Assist	1		

Public Relations Events

No PR events due to Covid-19

Training

Regular Wednesday FD Training has been postponed due to Covid-19, but personnel are reviewing training videos thru our online training program.

General Information/Updates

- AFFD is working with all State, County, and Regional partners on Covid-19. Tracking Covid-19 updates daily, tracking positive cases in the area, working with MV Health Clinic. Our supply of PPE is good. Slash pile burning has been postponed and our wildland team is now on deployment. Fire Inspections are ongoing. We passed out PRC Inspection and Pharmacy Inspection.

John Murtagh
Chief of Fire/EMS
jmurtagh@angelfirenm.gov

575-377-3347 (Station)
575-377-6098 (Fax)



ANGEL FIRE POLICE DEPARTMENT

27 Halo Pines Terrace
ANGEL FIRE, NM. 87710

Date : 07/13/2020
Page : 1
Agency : All

Calls For Service Totals By Call Type

06/01/2020 to 06/30/2020

Call Type	Totals
911 CALL 911 Call	1
AB VEH Abandoned Vehicle	1
AN COMP Animal Complaint	8
AOA Assist Other Agency	4
B ALARM Business Alarm	3
CIVSTBY Civil Standby	4
CODE VOI Code Violation	1
COMPOL Community Policing Activity	3
COWS OUT Cattle Out	3
DIST Disturbance	2
DOMESTIC Domestic	4
DWI DWI	4
ENC VIOL Encroachment Violation	3
FINGERPR Fingerprints	1
H R ACC Hit and Run Accident	1
INFORMAT Informational	6
L/F PROP Lost / Found Property	1
OHV COMP Off Highway Vehicle Complaint	2
PRACC Private Property Accident	2
PROP ACC Property Accident	2
PUBASS Public Assist	1
R ALARM Residential Alarm	2
SHOT FIR Shots Fired	2
SLASH Slash Complaint	6
STL VEH Stolen Vehicle	1
SUICI SU Suicidal Subject	1
SUS ACT Suspicious Activity	1
THEFT Theft	2
TRAF HAZ Traffic Hazard	2
TRES NOT Trespass Notice	2
VEHCOMP Vehicle Complaint	5
WAN PERS Wanted Person	1
WEL CHEC Welfare Check	3
Grand Total for all calls	85



**ANGEL FIRE
POLICE DEPARTMENT**

27 Halo Pines Terrace
ANGEL FIRE, NM. 87710

Date : 07/13/2020
Page : 1
Agency : AFPD

Citation Totals By Violation

06/01/2020 to 06/30/2020

Violation		Total
12-10-4.1 (C)	EXPIRED REGISTRATION	2
12-4-2	ACCIDENTS INVOLVING DAMAGE TO VEHIC	1
12-4-6	IMMEDIATE NOTICE OF ACCIDENTS	1
12-6-1	SPEED REGULATIONS	15
12-6-4.3 (D)	STOP SIGN VIOLATION	5
12-6-6.3	PARKED VEHICLE INTERFERED W/TRAFFIC	1
66-8-102	DRIVING UNDER THE INFLUENCE (D.W.I	1
Grand Total		26



**ANGEL FIRE
POLICE DEPARTMENT**
27 Halo Pines Terrace
ANGEL FIRE, NM. 87710

Individual Arrest & Booking Report

06/01/2020 to 06/30/2020

Incident #	Booking #	Subject Name	D.O.B.	Pgrm	Class Role	Location-City	Officer	Date
20-000347	20-000347	[REDACTED]	[REDACTED]	1985	PAT... F... ARRESTED	ANGEL FIRE	0566	06/09/2020
20-000355	20-000355	[REDACTED]	[REDACTED]	1980	INVE... MI... ARRESTED 30-3-16 - AGG BATTERY ON HOUSEHOLD MEMBER 30-22-1 - RESISTING	ANGEL FIRE	0572	06/12/2020
20-000356	20-000356	[REDACTED]	[REDACTED]	1994	PAT... MI... ARRESTED	ANGEL FIRE	0572	06/13/2020
20-000376	20-000376	[REDACTED]	[REDACTED]	1967	PAT... MI... ARRESTED	ANGEL FIRE	0572	06/20/2020
20-000228	20-000228	[REDACTED]	[REDACTED]	1952	PAT... F... WARRANT 30-3-5 - AGGRAVATED BATTERY 30-16-3B - BURGLARY OF A VEHICLE	ANGEL FIRE	0461	06/29/2020

ORDINANCE NO 2020-02

AN ORDINANCE AMENDING SECTION ELEVEN OF CHAPTER THREE OF TITLE FOUR OF THE VILLAGE CODE

WHEREAS the Solid Waste Department is trying to handle more waste and dealing with slash; and

WHEREAS the Solid Waste ordinance was amended as Ordinance 2019-11 in order to deal with the slash issues being found;

WHEREAS the Solid Waste Department has continued to have numerous questions raised by the residents of Angel Fire and seeks greater clarifying language in the Village Ordinance;

NOW THEREFORE BE IT ORDINANCED by the Angel Fire Village Council that the following amendments be adopted.

4-3-11: SLASH PROGRAM:

Objective: The primary objective of the slash disposal program is to assist Village property owners in their wildfire preparedness. The Village is committed to becoming a Fire Adapted Community and taking action to reduce wildfire risks throughout the community before a wildfire occurs.

- A. The slash program is for Angel Fire residents only. No slash will be accepted from outside the Village limits
- B. The program for slash pickup goes from April 1st until October 15th [1st].
- C. All persons thinning a lot inside the Village of Angel Fire are required to have a slash permit.
- D. Any slash over 4 inches in diameter must be de-limbed and cut into lengths of no more than six foot (6') long. Also, any slash over 5 inches in diameter must be piled separately from the smaller slash for pick up. No slash over 6 feet in length or piled higher than 8 feet will be picked up.
- E. Slash for pickup should be placed where the driver can safely pick it up. [Spacing between piles should be no less than 2 feet.] Slash put out for pickup should not be placed under or on top of exposed wires and not closer than 4 feet from water meters, fire hydrants, and/or cable, telephone, broadband or electric pedestals. Piles should be a minimum of fifteen feet from any intersection.
- F. Slash piles must be placed in front of the lot of origin and cannot be placed in front of or on other properties not owned by the person clearing the lot. No slash shall be placed in the road [or drainage area.] ~~without a prior approved encroachment permit to include deposit fees.~~
- G. Pine needles are not part of the slash program. Pine needles should be brought into the transfer station and paid for.

- H. Stumps are NOT part of the slash program. Stumps should be brought into the transfer station and a fee paid, no stumps over 10 inches in diameter will be accepted at the transfer station.
- I. Rocks and dirt will not be accepted as part of the slash program. Contaminated loads brought into transfer station will be charged for the full load not just the contamination in the load.
- J. Any material too small for the grapple to pick up will be the property owner or his contractor's responsibility to clean up.
- K. Any thinning before or after the beginning and shut off dates must be kept inside the lot or brought into the transfer station. All thinning that is being called in for Village pick up should be completed and called in before October 15th [1st] anything placed in the right of way after that will be considered a violation.
- L. Contaminated slash WILL NOT be picked up by the Village of Angel Fire.
- M. All contractors doing slash removal or thinning in the Village limits are required to have a charge account with the transfer station.
- N. [If a suitable location for slash placement cannot be determined by the Solid Waste Department or by the Village of Angel Fire Community Service Officer, the slash must be transported by the property owner or a private contractor to the transfer station.
- O. Slash pickup of slash resultant from property owners contracting for slash removal, wildfire fuel reduction or other such thinning projects will be set by an annual policy originating with the Superintendent of Solid Waste and approved by the Village Manager. The policy shall be published no later than March 1st of each year. Amendments to the policy shall be published a minimum of 45 days prior to implementation and enforcement.
- P. Contractors transporting slash to the transfer station shall provide proof of contract with the property owner which includes the location/address of work performed.]

PASSED, APPROVED AND ADOPTED this 28th Day of July , 2020

Mayor Jo Mixon

Attest: _____
Terry Cordova, Village Clerk

**VILLAGE OF ANGEL FIRE, NEW MEXICO
RESOLUTION NO. 2020-26**

**A RESOLUTION OF THE VILLAGE COUNCIL ESTABLISHING, APPROVING THE
FINAL BUDGET FOR FISCAL YEAR 2020/21 FOR THE VILLAGE OF ANGEL FIRE**

WHEREAS, the Governing Body in and for the Village of Angel Fire, State of New Mexico has developed a budget for the year 2020/2021: and

WHEREAS, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and appropriate department heads: and

WHEREAS, the official meetings for the review of said documents were duly posted through out the village, in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of the council, the Final Budget meets the requirements as currently determined for FY 2020/2021.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Village of Angel Fire, State of New Mexico, hereby adopts the Budget herein above described and respectfully request approval from Local Government Division of the Department of Finance and Administration.

RESOLVED, in session this 28th day of July 2020, at the Regular Meeting of the Village Council, with ____ Council Members voting in the affirmative and with ____ voting in the negative.

PASSED, ADOPTED AND APPROVED this 28th day of July, 2020

JO MIXON, MAYOR

ROGERS LANON, MAYOR PRO TEM

SUSAN PETERSON, COUNCILOR

MATT BILLINGSLEY, COUNCILOR

LARRY TROM, COUNCILOR

Attest:

Terry Cordova, MMC Village Clerk

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 28, 2020

TO: Mayor / Council and Village Manager

FROM: Chief Brad McCaslin

SUBJECT: Ordinance Amendment changing Village of Angel Fire Ordinance 5-3A-2, Animals Running At Large

Background/Facts : The Angel Fire Police Department has begun the process of reviewing the Village Criminal Ordinances. As a result, This specific ordinance is in need of updating. In 2017 SB349 took effect changing the law of running at large to a crime of intent. These changes have been reviewed and approved by the Village Attorney.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: No

Budgeted Item: __ yes no

Funding Source: *5/6*

Finance Department Comments and Review:


Finance Directors Signature

2) **Attached Documents:**

3) **Staff's Recommended Motion:** To approve the amendments.

4) **Village Manager's Recommendation:**

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Signature: 

ORDINANCE NO 2020-

AN ORDINANCE AMENDING 5-3A-2: RUNNING AT LARGE; TETHERING OR HERDING ANIMALS OF THE VILLAGE CODE

WHEREAS SB349 took effect in 2017 changing the law of running at large to a crime of intent. and

WHEREAS the Chief of Police has reviewed this amendment and recommends that Council approve it. and

NOW THEREFORE BE IT ORDAINED by the Angel Fire Village Council that the following amendments be adopted.

5-3A-2: RUNNING AT LARGE; TETHERING OR HERDING ANIMALS:

A. Prohibitions:

- ~~1. It is unlawful for any domestic livestock, including, but not limited to, meat cattle, horses, mules, donkeys, burros, swine, goats, sheep, fowl, cats, dogs or other animals, to be turned loose, abandoned or to run at large within the village limits or to trespass upon cultivated fields and gardens of any person or for any such animal to be tethered that it may roam across or into any street or public place in the village limits; and it is unlawful for any person to herd or detain such animals in any street, avenue, alley or other public place in the village limits. The owner of any livestock allowing the livestock to run at large within the limits of the village or to trespass upon the property of another is guilty of a petty misdemeanor and shall be sentenced in accordance with the provisions of the village and may be liable for treble the damage occasioned by the trespass.~~
1. It is unlawful for any domestic livestock, including, but not limited to, meat cattle, horses, mules, donkeys, burros, swine, goats, sheep, fowl, cats, dogs or other animals, to be turned loose, abandoned or to willfully be allowed to run at large within the village limits or to trespass upon cultivated fields and gardens of any person or for any such animal to be tethered that it may roam across or into any street or public place in the village limits; and it is unlawful for any person to herd or detain such animals in any street, avenue, alley or other public place in the village limits. The owner of any livestock willfully allowing the livestock to run at large within the limits of the village or to trespass upon the property of another is guilty of a misdemeanor and shall be sentenced in accordance with the provisions of section 1-4-1 the village code and may be liable for the damage occasioned by the trespass. (amd. 77-14-7 NMSA 1978)
2. No owners of any property trespassed upon as mentioned in this section shall be liable for the injury, death or loss of any livestock resulting during the expulsion from or impounding upon his property of the livestock actually trespassing.

B. Nuisance Declared: Any animal found running at large in violation of this section is declared to be a nuisance and a menace to the public health and safety and, if

observed by the village animal control officer or police officer, may be impounded.
(Ord. 2004-08, 11-4-2004)

PASSED, APPROVED AND ADOPTED this Day of , 2020

Mayor Jo Mixon

Attest:

Terry Cordova, Village Clerk

Approved as to form:

COPPLER LAW FIRM, P.C.

Frank R. Coppler

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 28, 2020

TO: Mayor / Council and Village Manager

FROM: Chief Brad McCaslin

SUBJECT: Ordinance Amendment changing Village of Angel Fire Ordinance 5-2D-3, Unlawful Possession of Marijuana

Background/Facts : The Angel Fire Police Department has begun the process of reviewing the Village Criminal Ordinances. As a result, This specific ordinance is in need of updating. In 2019 SB323 took effect on July 1, 2019 decreasing penalties for possession of marijuana, and created a non-criminal penalty assessment for this offense. These changes have been reviewed and approved by the Village Attorney.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: No

Budgeted Item: ___yes no

Funding Source: *2/10*

Finance Department Comments and Review:

[Signature]

Finance Directors Signature

2) **Attached Documents:**

3) **Staff's Recommended Motion:** To approve the amendments.

4) **Village Manager's Recommendation:**

Approval: *[Signature]* Disapproval: _____ other: _____

Manager's Comments:

Signature: *[Signature]*

ORDINANCE NO 2020-

AN ORDINANCE AMENDING 5-2D-3 UNLAWFUL POSSESSION OF MARIJUANA; AMENDING DEFINITIONS; DECREASING PENALTIES FOR POSSESSION OF MARIJUANA; CREATING A PENALTY ASSESSMENT FOR THE VILLAGE CRIMINAL CODE.

WHEREAS SB-323 took effect July 1st, 2019 decreasing penalties for possession of marijuana, and created a non-criminal penalty assessment for this offense. and

WHEREAS the Chief of Police has reviewed this amendment and recommends that Council approve it.

NOW THEREFORE BE IT ORDAINED by the Angel Fire Village Council that the following amendments be adopted.

5-2D-3 Unlawful Possession of Marijuana:

A. Definition: For the purposes of this section, the following words shall have the meanings ascribed to them in this section:

~~MARIJUANA: All parts of the plant Cannabis sativa L., whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds. It does not include the mature stalks of the plant, hashish, tetrahydrocannabinols extracted or isolated from marijuana, fiber produced from the stalks, oil or cake made from the seeds of the plant, and other preparation of the mature stalks, fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.~~

MARIJUANA: All parts of the plant cannabis, including any and all varieties, species and subspecies of the genus Cannabis, whether growing or not, the seeds thereof and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds. It does not include the mature stalks of the plant, hashish, tetrahydrocannabinols extracted or isolated from marijuana, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination; or the plant Cannabis sativa L. and any part of the plant, whether growing or not, containing a delta-9-tetrahydrocannabinol concentration of no more than three-tenths percent on a dry weight basis.

~~PRACTITIONER: A physician, doctor of oriental medicine, dentist, physician assistant, certified nurse practitioner, clinical nurse specialist, certified nurse midwife, veterinarian, pharmacist, pharmacist clinician or other person licensed or certified to prescribe and administer drugs that are subject to the controlled substances act.~~

PRACTITIONER: A physician, certified advance practice chiropractic physician, doctor of oriental medicine, dentist, physician assistant, certified nurse practitioner, clinical nurse specialist, certified nurse-midwife, prescribing psychologist, veterinarian, euthanasia technician, pharmacist, pharmacist clinician or other person licensed or certified to prescribe and administer drugs that are subject to the controlled substances act.

~~B. Unlawful Possession Of Marijuana: "Unlawful possession of marijuana" consists of — the possession of one ounce or less of marijuana, which was not obtained directly — from, or pursuant to, a valid prescription or order of a practitioner while acting in the — course of his professional practice, or as otherwise authorized by law.~~

B. It is unlawful for a person intentionally to possess a controlled substance unless the substance was obtained pursuant to a valid prescription or order of a practitioner while acting in the course of professional practice or except as otherwise authorized by the Controlled Substances Act. It is unlawful for a person intentionally to possess a controlled substance analog.

~~C. Penalties: Whoever unlawfully possesses one ounce or less of marijuana is guilty of violating this chapter and shall be punished by a fine of not less than fifty dollars (\$50.00) or imprisonment not exceeding fifteen (15) days for the first offense and not more than five hundred dollars (\$500.00) or imprisonment not exceeding ninety (90) days for the second, and subsequent offenses will be handled in magistrate court. (Ord.1992-02, 6-22-1992; amd. 2003 Code)~~

C. A person who violates this section with respect to:

- (1) Possession of up to one-half ounce of marijuana shall be issued a penalty assessment, and is subject to a fine of fifty dollars (\$50.00);
- (2) Possession of more than one-half ounce but up to and including one ounce of marijuana is, for the first offense, guilty of a petty misdemeanor and shall be punished by a fine of not less than fifty dollars (\$50.00) or more than one hundred dollars (\$100.00) and by imprisonment for not more than fifteen (15) days.
- (3) For a second or subsequent offense, is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00) or by imprisonment for a definite term of less than ninety (90) days, or both.

(Ord. 1992-02, 6-22-1992; amd. 2003 Code; SB-323 2019; amd. 30-31-23 NMSA 1978)

PASSED, APPROVED AND ADOPTED this Day of , 2020.

Mayor Jo Mixon

Attest:

Terry Cordova, Village Clerk

Approved as to form:

COPPLER LAW FIRM, P.C.

Frank R. Coppler

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 28, 2020

TO: Mayor / Council and Village Manager

FROM: Chief Brad McCaslin

SUBJECT: Ordinance Amendment changing Village of Angel Fire Ordinance 5-2D-4, Unlawful Possession of Drug Paraphernalia

Background/Facts : The Angel Fire Police Department has begun the process of reviewing the Village Criminal Ordinances. As a result, This specific ordinance is in need of updating. In 2019 SB323 took effect on July 1, 2019 decreasing penalties for possession of drug paraphernalia, and created a non-criminal penalty assessment for this offense. These changes have been reviewed and approved by the Village Attorney.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: No

Budgeted Item: __ yes no

Funding Source: nd/40

Finance Department Comments and Review:


Finance Directors Signature

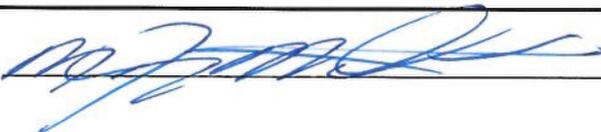
2) **Attached Documents:**

3) **Staff's Recommended Motion:** To approve the amendments.

4) **Village Manager's Recommendation:**

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Signature: 

ORDINANCE NO 2020-

AN ORDINANCE AMENDING 5-2D-4 UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA; DEFINING TERMS; DECREASING PENALTIES FOR POSSESSION OF DRUG PARAPHERNALIA; CREATING A PENALTY ASSESSMENT FOR THE CRIMINAL CODE.

WHEREAS SB-323 took effect July 1st, 2019 decreasing penalties for possession of drug paraphernalia, and created a non-criminal penalty assessment for this offense. and

WHEREAS the Chief of Police has reviewed this amendment and recommends that Council approve it.

NOW THEREFORE BE IT ORDAINED by the Angel Fire Village Council that following amendments be adopted.

5-2D-4 POSSESSION, DELIVERY OR MANUFACTURE OF DRUG PARAPHERNALIA PROHIBITED -- EXCEPTIONS:

A. Definitions:

~~CONTROLLED SUBSTANCE ANALOG: A substance, other than a controlled substance, that has a chemical structure substantially similar to that of a controlled substance in schedule I, II, III, IV or V or that was specifically designed to produce effects substantially similar to that of controlled substances in schedule I, II, III, IV or V. Examples of chemical classes in which controlled substance analogs are found include the following:~~

- ~~1. Phenethylamines;~~
- ~~2. N-substituted piperidines;~~
- ~~3. Morphinans;~~
- ~~4. Ecgonines;~~
- ~~5. Quinazolinones;~~
- ~~6. Substituted indoles; and~~
- ~~7. Arylethylalkylamines.~~

~~Specifically excluded from the definition of "controlled substance analog" are those substances that are generally recognized as safe and effective within the meaning of the federal food, drug and cosmetic act or have been manufactured, distributed or possessed in conformance with the provisions of an approved new drug application or an exemption for investigational use within the meaning of section 505 of the federal food, drug and cosmetic act.~~

A. Definitions:

CONTROLLED SUBSTANCE ANALOG:

Controlled substance analog means a substance, other than a controlled substance, that has a chemical structure substantially similar to that of a controlled substance in schedule I, II, III, IV or V or that was specifically designed to produce effects substantially similar to that of controlled substances in schedule I, II, III, IV or V. Examples of chemical classes in which controlled substance analogs are found include the following:

1. Phenethylamines;
2. N-substituted piperidines;
3. Morphinans;
4. Ecgonines;
5. Quinazolinones;
6. Substituted indoles; and
7. Arylcycloalkylamines.

Specifically excluded from the definition of "controlled substance analog" are those substances that are generally recognized as safe and effective within the meaning of the federal food, drug and cosmetic act or have been manufactured, distributed or possessed in conformance with the provisions of an approved new drug application or an exemption for investigational use within the meaning of section 505 of the federal food, drug and cosmetic act.

DRUG PARAPHERNALIA:

1. All equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packing, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of this chapter and the state controlled substances act, New Mexico Statutes Annotated section 30-31-2 et seq. It includes, but is not limited to:
 - a. Kits used, intended for use, or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance for which a controlled substance or controlled substance analog can be derived;
 - b. Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing a controlled substance or controlled substance analog;

- c. Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant which is a controlled substance or controlled substance analog;
 - d. Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness or purity of a controlled substance or controlled substance analog;
 - e. Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances or controlled substance analogs;
 - f. Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite dextrose and lactose, used, intended for use, or designed for use in cutting controlled substances or controlled substance analogs;
 - g. Separation gins and sifters used, intended for use, or designed for use in removing seeds from or in otherwise cleaning or refining marijuana;
 - h. Blenders, bowls, containers, spoons, mixing devices and screens or sifting devices used, intended for use, or designed for use in compounding a controlled substance or controlled substance analog;
 - i. Capsules, balloons, envelopes, plastic bags, and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances or controlled substance analogs;
 - j. Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances or controlled substance analogs;
 - k. Hypodermic syringes, needles and other objects used or intended for use in parenterally injecting controlled substances or controlled substance analogs into the human body.
2. Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, such as:
 - a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls.
 - b. Water pipes.
 - c. Carburetion tubes and devices.

- d. Smoking and carburetion masks.
- e. Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand.
- f. Miniature cocaine spoons and cocaine vials.
- g. Chamber pipes.
- h. Carburetor pipes.
- i. Electric pipes.
- j. Air-driven pipes.
- k. Chillums.
- l. Bongs.
- m. Ice pipes or chillers.

B. Relevant Factors In Determining Drug Paraphernalia: In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

1. Statements by an owner or by anyone in control of the object concerning its use.
2. The proximity of the object, in time and space, to a direct violation of this section or the state controlled substances act.
3. The proximity of the object to controlled substances or controlled substance analogs.
4. The existence of any residue of controlled substance or controlled substance analog on the object.
5. Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons who he knows, or should reasonably know, intend to use the object to facilitate a violation of this section or the state controlled substances act; the innocence of an owner, or of anyone in control of the objects, and to a direct violation of this section or the

state controlled substances act should not prevent a finding that the object is intended for use, or designed for use as a drug paraphernalia.

6. Instructions, oral or written, provided with the object concerning its use.
7. Descriptive materials accompanying the object which explain or depict its use.
8. National and local advertising concerning its use.
9. The manner in which the object is displayed for sale.
10. Whether the owner, or anyone else in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.
11. Direct or circumstantial evidence of the ratio of sales of the objects to the total sales of the business enterprise.
12. The existence and scope of legitimate uses for the object in the community.
13. Expert testimony concerning its use.

~~C. Delivery Of Drug Paraphernalia: It is unlawful for any person to deliver or possess with intent to deliver drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of this section or the state controlled substances act. Any person who violates this subsection is guilty of a crime and, upon conviction, may be punishable as provided in section 5-2A-5 of this chapter. (Ord. 1992-02, 6-22-1992; amd. 2003 Code)~~

- C. It is unlawful for a person to use or possess with intent to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the Controlled Substances Act. The provisions of this subsection do not apply to a person who is in possession of hypodermic syringes or needles at the time the person is directly and immediately engaged in a harm reduction program, as provided in the Harm Reduction Act.
- D. It is unlawful for a person to deliver, possess with intent to deliver or manufacture with the intent to deliver drug paraphernalia with knowledge, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce,

process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the Controlled Substances Act. The provisions of this subsection do not apply to:

(1) department of health employees or their designees while they are directly and immediately engaged in activities related to the harm reduction program authorized by the Harm Reduction Act; or

(2) the sale or distribution of hypodermic syringes and needles by pharmacists licensed pursuant to the Pharmacy Act.

E. A person who violates the provisions of Subsection C of this section shall be issued a penalty assessment and is subject to a fine of fifty dollars (\$50.00). A person who violates the provisions of Subsection D of this section is guilty of a misdemeanor and, upon conviction, may be punishable as provided in section 5-2A-5 of this chapter. (Ord. 1992-02, 6-22-1992; amd. 2003 Code) (Ord. 1992-02, 6-22-1992; amd. 2003 Code; SB-323 2019; amd. 30-31-25.1 NMSA 1978)

PASSED, APPROVED AND ADOPTED this Day of , 2020

Mayor Jo Mixon

Attest:

Terry Cordova, Village Clerk

Approved as to form:

COPPLER LAW FIRM, P.C.

Frank R. Coppler

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 28, 2020

TO: Mayor / Council

FROM: Fire Department

SUBJECT: Request to Approve Intergovernmental Agreement for EMS

Background/Facts: As of August 1, 2020 the Village of Eagle Nest EMS service will not be in a position to effectively respond to 911 emergency medical calls. Their Director, Cindy Coss, is retiring and one of their primary EMT's, Stacey Ewing, is also resigning soon. I was informed by Mayor Richard Cordova that their Medical Director is opting out of his contract. Eagle Nest EMS met with the PRC to discuss relinquishing their Certificate of Transport. These events will have a significant and negative impact on the Community.

To help lessen the impact on the Village of Eagle Nest, the Village of Angel Fire is willing to provide 1 Firefighter/EMT to staff the Ambulance Monday-Friday, from 9am-5pm, in order to supplement their response and provide emergency care as needed until additional personnel from Angel Fire can respond (15-20 minutes) to assist as needed. AFFD is working with the Medical Director and Consulting Pharmacist for their remaining EMT's and their service. The Village of Eagle Nest will maintain liability insurance, volunteer fire insurance, continue to pay the debt service on their new ambulance, and any other costs associated with supplies, equipment, and maintenance/fuel through other grants from the State and Colfax County.

During the 90 days, we will continue to work on a Nurse to EMT bridge class to allow others in the community the time to obtain an EMT license, select a new Director, and develop a plan to re-organize the service and hopefully resume providing emergency care with as little interruption as possible. AFFD will provide training as needed, assist with development of a coverage schedule, and help with any PRC, EMS Bureau, Board of Pharmacy paperwork necessary to keep them in good standings with these regulatory agencies.

This is a temporary fix to an otherwise adverse situation and my hope is that the Village of Eagle Nest will take advantage of this time to develop a long-term plan for their Ambulance service.

Alternatives: N/A

1) Financial Impact and Review:

Financial Impact: No

Budgeted Item: ___yes no

Funding Source:

Finance Department Comments and Review:

No Financial Impact


Finance Director's Signature

2) Attached Documents:

3) Staff's Recommended Motion: Motion and Second to approve.

4) Village Manager's Recommendation:

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Signature: 

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective the 1st day of August, 2020, by and between two state governmental entities: Village of Angel Fire, New Mexico, hereinafter referred to as "VAF", and Village of Eagle Nest, New Mexico, hereinafter referred to as "VEN".

WHEREAS, the VEN operates Eagle Nest EMS and Ambulance service, hereinafter as "Eagle Nest EMS" which provides emergency medical treatment and transport of sick and injured persons; and,

WHEREAS, the VEN wishes to contract with VAF to supplement staffing of Eagle Nest EMS for a period of 90 days, Monday through Friday from 9am to 5pm, to respond to reports of sick and injured persons while utilizing all equipment, supplies, medications, vehicles provided by VEN necessary, while following New Mexico EMS Bureau approved treatment guidelines and VAF approved protocols; and,

WHEREAS, the VAF and VEN provide mutually beneficial services, as hereinafter enumerated, which they wish to continue as they work together for the community; and,

WHEREAS, the VAF and VEN desire to set forth the terms, conditions, and payment of the exchange of services.

In consideration of the mutual obligations incurred and benefits received by the parties, the receipt and sufficiency of which is hereby acknowledged,

THE PARTIES AGREE AS FOLLOWS:

Services Provided by VAF:

A. Pursuant to 7-27-2 NMAC, VAF agrees to provide one (1) Emergency Medical Technician from Monday through Friday, each week, for the weeks within a ninety (90) day period from 09:00 am to 5:00 pm, beginning August 1, 2020 and ending October 30, 2020. This includes payment of all salaries, related employment taxes, benefits, PERA, and workman's compensation insurance.

B. The VAF personnel shall be responsible for the treatment and transport, when necessary, individuals reported to be sick or injured by guideline and protocol as contained within the VAF Fire/EMS approved protocols provided by the Medical Director through the UNM EMS Consortium (Dr. Doug Dixon).

C. The VAF also agrees to make a good faith effort to assist in the re-organization, training, scheduling, and guidance to assist Eagle Nest EMS to meet all requirements set forth by various Regulatory Agencies such as the New Mexico Public Regulation Committee, the New Mexico EMS Bureau, the New Mexico Board of Pharmacy, and the Federal Drug Enforcement Agency (DEA).

Services Provided by VEN:

A. The VEN shall provide unobstructed access to all equipment, radios, computers (hardware and software) vehicles, offices, stations, supplies, medications, fuel, maintenance, etc.. necessary to perform services related to EMS care and transport.

B. VEN and/or Eagle Nest EMS will retain all licenses, certificates, consultants, insurances, and registrations from all regulatory agencies and personnel currently active with Eagle Nest EMS to remain in good standing and current and agrees to provide all information and data necessary to VAF upon request to ensure that no violations or negative action be taken against the VAF personnel. If such negative action were to occur, the VEN will provide any and all remedies necessary to correct such action.

C. VEN will continue to provide medical billing services and receive all payments from medical billing services.

D. VEN will abide by Article 6, 65-6, of the Motor Carrier Act with respect to Ambulance standards and will remedy any deficiencies to the act to maintain good standing with the New Mexico Public Regulation Commission, to include any maintenance or repairs necessary.

E. VEN shall provide adequate facilities and a comfortable environment for VAF personnel and agrees to remedy any deficiency within twenty-four (24) hours.

Payments and Expenses by the VEN:

The VEN agrees to pay the VAF for the full term of this agreement in one lump sum by August 3, 2020 in the amount of \$2,000.00 recognizing that the Angel Fire Community Foundation is providing \$10,000.00 in support of this agreement, and both the VAF and the VEN agree to hold harmless the Angel Fire Community Foundation in any negative action.

The payment shall be payable upon approval and execution of

this Intergovernmental Services Agreement by the Village of Eagle Nest Council and the Village of Angel Fire Council.

Term:

A. The Agreement shall begin August 1, 2020 and extend for ninety (90) days ending October 30, 2020.

Miscellaneous:

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

Modification:

This Agreement may not be modified or amended, except in writing approved by both parties.

Severability:

In the event that any portion of this Agreement is determined to be void, unconstitutional,

or otherwise unenforceable, this Agreement shall terminate and be of no further force and effect.

Reports:

Each party agrees to provide the other all necessary and reasonable records of receipts and disbursements relating to the subject matter of this Intergovernmental Services Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

VILLAGE OF EAGLE NEST, NEW MEXICO

ATTEST:

By: _____

RICHARD CORDOVA, MAYOR

MARY BERGLAND, Village of Eagle Nest Clerk

Date:

VILLAGE OF ANGEL FIRE, NEW MEXICO

ATTEST:

By: _____

JO MIXON, MAYOR

TERRY CODOVA, VILLAGE OF ANGEL FIRE Clerk

Date:

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 28, 2020

TO: Mayor / Council

FROM: Fire Department

SUBJECT: Request to Apply for Grant from the Angel Fire Community Foundation to assist Eagle Nest EMS with staffing for 90 days.

Background/Facts: Request Mayor and Council approval to apply for a funding grant from the Angel Fire Community Foundation for \$10,000.00 For Angel Fire FD to supplement Eagle Nest EMS with staffing for 90 days while they re-organize and determine how to maintain their service in the future.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: ___yes no

Funding Source:

Finance Department Comments and Review:


Finance Directors Signature

2) **Attached Documents:**

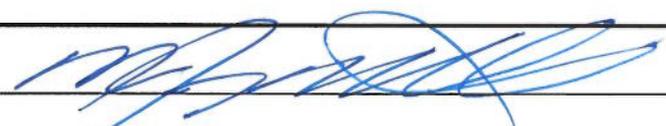
3) **Staff's Recommended Motion:** Motion and Second to approve.

4) **Village Manager's Recommendation:**

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Interim solution for Eagle Nest EMS service.

Signature: 



Grant Application Cover Sheet

The Angel Fire Community Foundation provides grants to non-profit community-based organizations for projects in Moreno Valley communities. Grant applicants must have an IRS status as a non-profit organization and submit the following:

- 1. Grant Request Form**
- 2. Funding Request Summary**
- 3. Current Year Operating Budget**
- 4. A copy of the IRS designation as non-profit**

Once the above forms are complete, please submit them by fax to (575)377-7279 or email to board@angelfirecommunityfoundation.org. Only **completed** submissions will be considered.

The Angel Fire Community Foundation strives to encourage community non-profits by offering financial and substantial support for the benefit of all Moreno Valley communities.

We look forward to hearing about your project!



Grant Request Form

Angel Fire Fire Dept.

Name of Organization

Address

City, State, Zip

Phone

Fax

Website

Contact Person's Name

Contact Person's Title

Contact Person's Email

Type of Organization

501(c)3 Organization (attach IRS designation)

Exempt government unit

Amount requested

\$ 10,000.00

Town/Community
Served by Grant

Village of Eagle Nest

Signature

Chief of Fire/EMS

Title

07/15/2020

Date

Also attach completed Application for Funding, Current Year Operating Budget and copy of IRS designation letter.



CURRENT YEAR OPERATING BUDGET

Application for Funding

Organization Name	Angel Fire Fire Dept.
Fiscal Year Ending	FY21

INCOME	\$
TOTAL	

EXPENSES	\$
TOTAL	
NET	



FUNDING REQUEST SUMMARY

Application for Funding

Organization Name:	Angel Fire Fire Dept.
Physical Address:	11 N. Angel Fire Rd.
Amount of Request:	10,000.00
Budget Total:	12,000.00

Summary Statement of Funding Request:

This request is to help the Village of Eagle Nest EMS maintain an Ambulance for 90 days while they re-organize after the retirement of their Director, Cindy Coss. The funds would help pay the salary of 1 Firefighter/EMT from AFFD to supplement the organization and provide rapid and effective response to medical emergencies.

Discussion of Need, How Funding will be Used to Meet That Need and Planned Outcomes:

As of August 1, 2020 the Village of Eagle Nest EMS service will not be in a position to effectively respond to 911 emergency medical calls. Their Director, Cindy Coss, is retiring and as of today one of their EMT's, Stacey Ewing, is also resigning soon. I was informed by Mayor Richard Cordova that their Medical Director is opting out of his contract. Eagle Nest EMS met with the PRC today to discuss relinquishing their Certificate of Transport. These events will have a significant and negative impact on the Community.

To help lessen the impact on the Village of Eagle Nest, the Village of Angel Fire is willing to provide 1 Firefighter/EMT to staff the Ambulance Monday-Friday, from 9am-5pm, in order to supplement their response and provide emergency care as needed until additional personnel from Angel Fire can respond (15-20 minutes) to assist as needed. AFFD is willing to cover the cost of the Medical Director and Consulting Pharmacist for their remaining EMT's and their service. The Village of Eagle Nest will maintain liability insurance, volunteer fire insurance, continue to pay the debt service on their new ambulance, and any other costs associated with supplies, equipment, and maintenance/fuel through other grants from the State and Colfax County. The 2 Villages will sign a joint-powers agreement to this effect.

During the 90 days, we will continue to work on a Nurse to EMT bridge class to allow others in the community the time to obtain an EMT license, select a new Director, and develop a plan to re-organize the service and hopefully resume providing emergency care with as little interruption as possible. AFFD will provide training as needed, assist with development of a coverage schedule, and help with any PRC, EMS Bureau, Board of Pharmacy paperwork necessary to keep them in good standings with these regulatory agencies.

This is a temporary fix to an otherwise adverse situation and my hope is that the Village of Eagle Nest will take advantage of this time to develop a long term plan for their Ambulance service.

Discussion of Need, How Funding Will be Used to Meet That Need and Planned Outcomes, Continued:

Evaluation of Project Outcomes:

During this period of 90 days, the Village of Eagle Nest will need to develop a solution to maintain their Ambulance service. Angel Fire FD will assist in any way possible for this plan to be successful.

Future Funding Needs:

After 90 days, the Village of Eagle Nest Ambulance service will either return to an all-volunteer program with a new Director or the Village leadership will need to secure funding to maintain a similar staffing plan.

Governing Board Members (including city of residence):

Mayor Richard Cordova , Eagle Nest
Village of Eagle Nest Council, Eagle Nest

Purpose of Organization:

The Village of Eagle Nest EMS service provides an Ambulance staffed with certified EMT's to respond to 911 calls and provide emergency treatment for the sick and injured. They also provide emergency transport to the hospital as needed.

Concise Historical Sketch:

Organizational Objectives:

To maintain a stable program that can provide EMS services when needed.

Geographic Area Served:

The Village of Eagle Nest, Eagle Nest Lake State Park, and parts of the unincorporated areas of Colfax County.

Organizations Offering the Same or Similar Services:

Angel Fire FD, Red River FD, Cimarron EMS, Taos County EMS.

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 28, 2020

TO: Mayor / Council

FROM: Fire Department

SUBJECT: Request to Apply for FY21 NM Fire Protection Grant

Background/Facts: Request Mayor and Council approval to apply for the FY21 Annual NM Fire Protection Grant. The annual grant is for either \$100,000.00 or the \$200,000.00 max award and both have a 20% match, of which fire protection distribution funds can be used for the match. This year, I will be applying for the max award again to improve Fire Station 1.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: No

Budgeted Item: __ _yes y _no

Funding Source:

Finance Department Comments and Review:


Finance Directors Signature

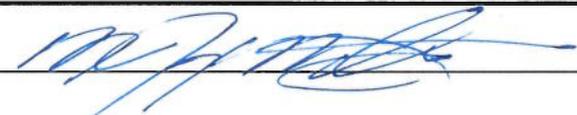
2) **Attached Documents:**

3) **Staff's Recommended Motion:** Motion and Second to approve.

4) **Village Manager's Recommendation:**

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Signature: 

The New Mexico Fire Protection Grant Council has made the following changes to the FY 21 grant process:

Two types of Grant Applications:

- Individual Department Grant**
- County-Wide Project Grant**

Eligibility:

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an ***Individual Department Grant***.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a ***County-wide Project Grant*** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an ***Individual Department Grant***.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. Any fire department that is awarded a grant and subsequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.

Maximum Award

1. The maximum amount awarded to a single applicant (either an ***Individual Department Grant*** or a ***County-wide Project Grant***) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
 - Single large infrastructure project
 - Apparatus
2. The maximum amount awarded to a single applicant (either an ***Individual Department Grant*** or a ***County-wide Project Grant***) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Minimum matching funds

- Grant requests of \$10,000 or less require no matching commitment;
- Grant requests of \$10,001 to \$50,000 require a 5% commitment;
- Grant requests of \$50,001 to \$100,000 require a 10% commitment; and
- Grant requests of \$100,001 to \$200,000 require a 20% commitment.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. **Applications submitted without all signatures will not be considered.**

MINIMUM REQUIREMENTS

NFIRS Reporting

All applicants **shall be** in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with delinquent NFIRS reports for the period of **July 2019 to June 2020, will not be eligible to participate in the grant application cycle .**

Pump Testing

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.
- **A notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, with the exception of newly acquired pumps, and are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible on the electronic application. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment.
- Apparatus intended for use in the urban/wildland interface.
- PPE (structural, wildland, SCBA, ballistic protection).
- Communications.
- Facility Construction/Improvement.
- Training.
- Water.
- Need that will clearly will have significant impact on ISO Public Protection Classification.

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.
2. All the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

This portion left blank intentionally

SELECTION CRITERIA

Applications will be placed in consideration categories meeting specific criteria as follows:

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application).
- 4) ISO Class 10, 9.

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) ISO Class 8, 7, 6, 5.

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application).
- 4) ISO Class 4, 3, 2, 1.

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need.

Category E

- 5) Non-compliant (will not be considered for a grant).

CRITICAL NEEDS

- Fire apparatus/equipment.
- Wildland apparatus which support wildland/urban interface areas.
- PPE (structural, wildland, SCBA, ballistic protection).
- Communications.
- Facility Construction/Improvement.
- Training.
- Water.
- Need that will clearly have significant impact on ISO Public Protection Classification.

Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

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COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: June 28, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Request to Accept Grant Agreement with the State of New Mexico Department of Environment Capital Appropriation Project Angel Fire Water Tank Replacement and required Resolution 2020-~~25~~ 27

Background/Facts : The Village of Angel Fire applied for funding through the ICIP (Infrastructure Capital Improvements Plan) for the Plan, Design, Construction and Replacement of a Water Tank in the Village. At the legislative session the Village of Angel was awarded \$158,000.00. This is the agreement with required resolution to accept that funding.

Alternatives: - None

1) **Financial Impact and Review:**

Financial Impact: ~~Yes~~ *no*

Budgeted Item: ~~Yes~~ *no - not required*

Funding Source: State of NM Department of Environment Capital Appropriation Project

Finance Department Comments and Review:

Request to accept grant agreement - not a law thing

[Signature]

Finance Directors Signature

2) **Staff's Recommended Motion:** Requesting that the council accept and sign the agreement with the New Mexico Department of Environment along with Resolution # 2020-28.

3) **Village Manager's Recommendation:**

Approval: *[Signature]* Disapproval: _____ other: _____

Manager's Comments:

Signature: *[Signature]*

Resolution 2020-27

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Whereas, the Council of The Village of Angel Fire of Colfax County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP 20-E2113-STB

NOW THEREFORE, BE IT RESOLVED that:

Jo Mixon, Mayor, or successor is authorized to sign the Grant Agreement and Promissory Note for this project,

And

M. Jay Mitchell, Village Manager or successor is the OFFICIAL REPRESENTATIVE or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description - To Plan, Design, Construct and Replace a Water Tank in Angel Fire in Colfax County, Disbursements and Notice of Obligations (NOO)) and to act as the project contact,

PASSED, APPROVED, AND ADOPTED: This 28th day of July, 2020

Jo Mixon, Mayor

(SEAL)

ATTEST:

Terry Cordova, Village Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
CAPITAL APPROPRIATION PROJECT
ANGEL FIRE WATER TANK REPLACE
SAP 20-E2113-STB**

THIS AGREEMENT is made and entered into as of this [] day of [], 20[], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and Village of Angel Fire 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 26, Paragraph 14, 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, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

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:

**SAP 20-E2113-STB (\$158,000.00) APPROPRIATION REVERSION DATE: June 30, 2024
Laws of 2020 Chapter 81, Section 26, Paragraph 14, One Hundred Fifty Eight Thousand Dollars (\$158,000.00):**

to plan, design, construct and replace a water tank in Angel Fire in Colfax county

The Grantee's total reimbursements shall not exceed One Hundred Fifty Eight Thousand Dollars (\$158,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals One Hundred Fifty Eight Thousand Dollars (\$158,000.00) (the "Adjusted Appropriation Amount").

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.

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." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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 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 State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures.

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.

- incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (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: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

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: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

Department: New Mexico Environment Department
Name: Paulette Ortiz
Title: Project Administrator
Address: Construction Program Bureau
NMED, Harold Runnels Building
P.O. Box 5469
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us
Telephone: 505-670-3583

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 Grantee 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 I. 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 are 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 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 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 expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from 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, the "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, repaired, 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 a 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 sub awards, 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 six (6) 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 Village of Angel Vire may immediately terminate this Agreement by giving Contractor written notice of such termination. The Village of Angel Vire'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 Village of Angel Vire or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Angel Vire 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 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 a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the Village of Angel Vire may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Village of Angel Vire’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 AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

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 the 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.

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Authorization Page

ANGEL FIRE WATER TANK REPLACE SAP 20-E2113-STB

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Village of Angel Fire

Entity Name

By: Jo Mixion
(Type or Print Name)

Its: Mayor
(Type or Print Title)

July 28, 2020

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

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

I. Grantee Information	II. Payment Computation
A. Grantee: Village of Angel Vire	A. Payment Request No.
B. Address:	B. Grant Amount: \$158,000.00
	C. AIPP Amount (if Applicable): \$0.00
	D. Funds Requested to Date:
C. Phone No:	E. Amount Requested this Payment:
D. Grant No: SAP 20-E2113-STB	F. Reversion Amount (if Applicable):
E. Project Title: ANGEL FIRE WATER TANK REPLACE	G. Grant Balance:
F. Grant Expiration Date: 6/30/2024	H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)
	I. <input type="checkbox"/> Final Request for Payment (if Applicable)
III. Fiscal Year:	
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>	
IV. <input type="checkbox"/>	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. <input type="checkbox"/>	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:	Printed Name:
Date:	Date:
(State Agency Use Only)	
Vendor Code	
I certify that the State Agency financial and vendor file information agree with the above submitted information.	
Division (SAP/PA) Fiscal Officer/ Date:	Division (CPB) Project Manager/Date:

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: Andrea Telmo

FROM: Grantee: Village of Angel Vire

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 20-E2113-STB

Grant Termination Date: June 30, 2024

As the designated representative of the Department for Grant Agreement number SAP 20-E2113-STB 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: [_____]

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: [_____]

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: [_____]

† 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.

NMED ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

Name of Grantee: Village of Angel Fire
Project Number: SAP 20-E2113-STB

To Plan, Design, Construct and Replace a Water Tank in Angel Fire
in Colfax County.

X **X**

Official Representative/Date **NMED Project Manager Approval/Date**

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-2] et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

viii. A written consent of the surety, if any, to final payment; and

ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 20-E2113-STB
Grantee Village of Angel Vire

Project Manager: Andrea Telmo
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-469-2687
Email: andrea.telmo@state.nm.us

Project Administration: Paulette Ortiz
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-670-3583
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for "Special Appropriations" or email:
NMENV-cpbsap@state.nm.us

**NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY _____

C. DISBURSEMENT REQUEST NUMBER _____

B. PROJECT NUMBER _____

D. GRANT AMOUNT _____

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX-A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; 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.

Article IX-A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Signature of Authorized Official: _____ Typed or Printed Name: _____ Phone: _____

Date: _____

X

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 20-E2113-STB
Grantee Village of Angel Fire
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Name of Borrower: The Village of Angel Fire Project Number: SAP 20-E2113-STB

Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement

Name	Jo Mixon	Name	
Title	Mayor	Title	
Signature		Signature	
Address	3388 Mountain View Blvd	Address	
	Angel Fire, NM 87710		
Email	jmixon@angelfirenm.gov	Email	
Phone	575-377-3232 x 123	Phone	

All Other Documents

Name	M Jay Mitchell	Name	
Title	Village Manager	Title	
Signature		Signature	
Address	3388 Mountain View Blvd	Address	
	Angel Fire, NM 87710		
Email	jmittchell@angelfirenm.gov	Email	
Phone	575-377-3232 x 114	Phone	

Disbursements Only

Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 28,, 2020

TO: Mayor / Council and Manager

FROM: Sandy Garcia, Grants Administrator

SUBJECT: Consideration and approval of Task Order #2020-01 with Dennis Engineering Inc. For Engineering Service during Design Phase and Construction Phase of Camino Grande Phase III.

Background/Facts: The Village of Angel Fire was awarded funding from NMDOT \$940,000.00 to complete Phase III of Camino Grande. This Task Order is to allow Dennis Engineering, Inc. to provide Engineering Services During the Design Phase and Engineering Services During the Construction Phase of the project.

2) **Financial Impact and Review:**

Financial impact: To be paid from NMDOT Local Road Fund Award \$940,000.00

Budgeted Item: Yes Design Phase \$75,000.00 / Construction Phase \$65,000.00 /
Additional Services \$6,000.00 exclusive of NMGRT

Finance Department Comments and Review: will require Gen fund

REVENUE line item

Finance Managers Signature



3) **Attached Documents:**

Task order #2020-001

Insurance

Attachment II – Engineering Service Design Phase

Attachment IV – Engineering Services Construction Phase

4) **Staff's Recommended Motion:** Motion and Second to approve Task Order 2020-01 with Dennis Engineering Inc. for Engineering Services During Design & Construction Phases of Camino Grande Phase III

5) **Village Administrator Recommendation:**

Approval:  Disapproval: _____ other: _____

Signature: 

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

between the Village of Angel Fire and

DENNIS ENGINEERING COMPANY

TASK ORDER NO. 2020-01

TASK DESCRIPTION: Camino Grande Improvements - Phase III

TASK FUNDING: Local Government Transportation Project Fund: LP40009

I. SCOPE OF SERVICES TO BE PROVIDED:

ATTACHMENTS applicable to this Task.

- Attachment I – Insurance
- Attachment II - Engineering Services During the Planning Phase
- Attachment III - Engineering Services During the Design Phase
- Attachment IV - Engineering Services During the Construction Phase
- Attachment V - Engineering Services During the Operation Phase

I. SCOPE OF BASIC SERVICES:

Design Phase Service as provided in Attachment III.

Construction Phase Services as provided in Attachment IV.

Ia. PAYMENT TO ENGINEER – COMPENSATION FOR BASIC SERVICES:

Design Phase Services, \$75,000.00 Lump Sum Method of Payment, exclusive of NMGR, as provided in Attachment III.

Construction Phase Services, \$65,000.00 Lump Sum Method of Payment, exclusive of NMGR, as provided in Attachment IV.

II. SCOPE OF ADDITIONAL SERVICES TO BE PROVIDED (IF ANY):

Additional Services as provided in Attachment V.

Iib. PAYMENT TO ENGINEER – COMPENSATION FOR ADDITIONAL SERVICES:

Additional Services, \$6,000.00, Lump Sum Method of Payment, exclusive of NMGR, as provided in Attachment V.

III. ANTICIPATED SCHEDULE OF EVENTS:

All other articles of the June 9, 2020 AGREEMENT FOR ENGINEERING SERVICES remain the same.

IV. SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS TASK ORDER:

Special Provisions or Modifications applicable to this Task Order.

None

OWNER and ENGINEER have caused this Agreement to be amended through this task order by representatives duly authorized to act, all as of the effective date of _____, _____ 20 20.

OWNER:

Village of Angel Fire

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST

BY: _____

ENGINEER:

DENNIS ENGINEERING COMPANY

BY: Tappan J. Mahoney, PE, PDES.

NAME: Tappan J. Mahoney

TITLE: President

DATE: July 20, 2020

ATTEST

BY: [Signature]

This is ATTACHMENT III, part of the Task Order 2020-01 between Village of Angel Fire (OWNER) and DENNIS ENGINEERING COMPANY (ENGINEER) for Professional Services dated _____

Upon this Agreement becoming effective, ENGINEER shall perform the services described below:

Project Background and Scope:

The project includes reconstruction of Camino Grande including earthwork, curb and gutter, and pavement section commencing approximately 1,900 feet east of NMSR 344, easterly to the Louise Trammel Way intersection. The project will additionally include geotechnical investigations and plans to resurface Camino Grande, commencing at NMSR 434, easterly 1,900 feet.

Design Phase

A. General

1. Prepare for incorporation in the Contract Documents final Drawings and Specifications (which will be prepared, where appropriate, in general conformance with the New Mexico Department of Transportation, 2019 Ed.) showing the scope, extent and character of the work to be performed and furnished by Contractor.
2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
3. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.
4. Furnish one (1) copies of the above documents, Drawings and Specifications and review them with OWNER.
5. ENGINEER's services under the Design Phase will be considered complete as the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portion of the Project designed or specified by ENGINEER, in such approval is to be obtained during the Design Phase.

B. Camino Grande Improvements - Phase III

1. Prepare technical specifications based on the New Mexico Department of Transportation, 2019 Ed., incorporating changes or additions to the standard specifications through supplemental specifications.
2. Develop final design drawings. The major activities under this task will be to develop final design documents for the Camino Grande Improvements - Phase III and will include the following items.
 - a. Submit request for line spots to NM one call for purposes of identifying location of existing utilities. Thereafter, perform a topographic and existing features survey of Camino Grande commencing approximately 1,900 feet east of NMSR 434, easterly to the Louise Trammel Way intersection, for a width of 60-feet or fence to fence.
 - b. Through geotechnical investigations (Additional Services Attachment), develop plans and sections for resurfacing Camino Grande from NMSR 434, easterly 1,900 feet.
 - c. Develop final design drawings to be used to obtain comments from the OWNER and for the ENGINEER's quality control review prior to developing a set of bidding documents for the Camino Grande Improvements - Phase III and for development of a final opinion of probable construction cost.

Plan Sheet Identification and Description	Sheets Est.
General Information Plans (1-Series): Cover page, vicinity map, general and environmental notes, sheet index and legends, summary of quantities, surfacing schedules	6
Typical Sections (2-Series): Road Sections- 4 sections estimated.	2
Plan and Profiles (3-Series): Roadway Plan and Profiles at scale not less than 1"=50' Hor., and 1"=10' Vert., including annotation and notes for construction.	4
Signage and Striping Plans (7-Series): Signage and Striping Plans, including annotation and notes for construction.	4
Details (12-Series): Utility collar adjustment, concrete curb return and curb sections, sign and posts,	2
Cross Sections (13-Series): Roadway cross sections at intervals of 50' at scale not less than 1"=50' Hor., and 1"=10' Vert., including annotation and notes for construction.	2
Total Plan Sheets Estimated By Phase:	20

- d. Design team meetings with engineer, principal and project manager.
 - e. Conduct a final design team meeting with Engineer and Project Manager
 - f. Conduct a progress meeting at Owner's office to review design prior to request for advertisement for bids.
 - g. Prepare and submit state wage rate request to NM Department of Work Force Solutions for inclusion in contract documents.
 - h. Provide quality control review of contract documents, specifications and drawings.
 - i. Prepare Opinion of Probable Construction Costs, for review by Owner.
 - j. Prepare documents to assist Owner in submission to request clearances for environmental, utility, right of way, railroad, ITS certification. The environmental will include submittals requesting the environmental "Programmatic Categorical Exclusion" (PCE) for the project.
3. Assumptions
- a. All utility relocations, if any, will be required by others.
 - b. Land acquisition will be responsibility of the Owner.
 - c. Full size drawings (paper dimensions) will measure 24-inch by 36-inch with half-size as 12-inch by 18-inch. All drawings prepared for OWNER's review will be made on half-size drawings.
 - d. All environmental and/or archaeological documentation efforts will be coordinated and completed by others.
 - e. The project will qualify for a Programmatic Categorical Exclusion from NMDOT.

C. Compensation for Engineer's Services

- a. Owner shall pay Engineer for Basic Services set forth above for the Design Phase \$75,000.00, Lump Sum Method of Payment, exclusive of NMGRS.

Bidding and Negotiations Phase

- A. Upon OWNER's acceptance of ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent opinion of probable construction cost), and upon written authorization to proceed, ENGINEER shall.
 - a. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents.
 - b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - c. Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
 - d. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals.
 - e. Attend the preconstruction construction conference, prepare minutes and assist OWNER with compiling contract for execution and in assembling and awarding contracts for construction.
 - f. The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon completion of the pre-construction meeting or upon cessation of negotiations with prospective Contractors.

Construction Phase

- A. General Administration of Construction Contract
 1. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard Form of Agreement between Owner and Engineer for Professional Services. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor shall be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with contractor to extent provided in the Agreement except as otherwise provided in writing.
- B. Visits to Site and Observation of Construction

In connection with observation of the work of Contractor while in progress:

 1. ENGINEER shall make site visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in Construction Phase Services. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgement as assisted by the Resident Project Representative. Based on information obtained during such visits and such

observations, ENGINEER shall endeavor to determine in general if such work is proceeding with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the next paragraph and other express or general limitations in this Agreement and elsewhere.

2. The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not during such visits or as a result of such observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinance, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

C. Defective Work

1. During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

D. Clarifications and Interpretations: Field Orders

1. ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarification and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

E. Change Orders and Work Change Directives

1. ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

F. Shop Drawings

1. ENGINEER shall review Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

G. Substitutes

1. ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

H. Inspections and Tests

1. ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

I. Disagreement between Owner and Contractor

1. ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

J. Applications for Payment

1. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:
 - a. ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the next paragraph and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

K. Contractor's Completion Documents

1. ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph F. above and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

L. Substantial Completion

1. Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by CONTRACTOR, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

M. Final Notice of Acceptability of the Work

1. ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph J above) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

N. Limitation of Responsibility

1. ENGINEER shall not be responsible for the acts or omission of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

O. Duration of Construction Phase

1. Assumed duration of construction is ninety (90)-calendar days, for contractor to achieve substantial completion and one hundred five (105)-calendar days, for contractor to achieve final completion from the contract notice to proceed.

P. Compensation for Engineer's Services

- a. Owner shall pay Engineer for Basic Services set forth in Bidding and Negotiations and Construction Phase \$65,000.00, Lump Sum Method of Payment, exclusive of NMGRT.

This is ATTACHMENT V, part of the Task Order 2020-01 between Village of Angel Fire (OWNER) and DENNIS ENGINEERING COMPANY (ENGINEER) Professional Services dated _____.

Additional Services Scope of Work, Cost Proposal and Compensation for Additional Services

Upon this Agreement becoming effective, ENGINEER shall perform the additional services described below:

ENGINEER'S SERVICES

A.1.02 Additional Services

A. Scope of Work: Geotechnical Investigations and Report

1. Coordinate geotechnical investigations and provide an on-site representative during the borings.
2. Conduct subsurface exploration to include geotechnical borings; log of the borings; and obtain undisturbed representative samples of soils encountered.
3. Examination of field logs by a geotechnical engineer and conduct laboratory tests.
4. Preparation of a report containing an exploration location diagram, boring logs, test results, conclusions and recommendations from the geotechnical engineer.
5. Assumptions
 - a. Geotechnical investigations will be conducted by Western Technologies, Inc. (WTI) of Albuquerque, NM.
 - b. Geotechnical borings will not exceed Five (5) and a depth not to exceed Five (5) feet per hole, or to auger refusal.
 - c. Borings will be used for geotechnical exploration and sampling only. No environmental information or data will be gathered or generated.
 - d. Service marks will be provided by the respective utilities following contact from the New Mexico One-Call.

B. Compensation for Additional Services

1. Owner shall pay Engineer for Additional Services, Six Thousand and No/100 Dollars \$6,000.00, Lump Sum Method of Payment, exclusive of NMGRT.

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: June 28, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Request to Accept Change Order # 1 with Abraham's Construction for the TAP Sidewalk Project CN: 4101570.

Background/Facts : The Village of Angel Fire has entered into a contract with Abraham's Construction to construct the Sidewalks on Highway 434. The original contract was in the amount of \$539,020.00 plus NMGRT dated 11/12/2019. Project was scheduled to begin on June 15th. There were some initial project delays that were outside of the Contractor's control. The delays included utilities not being marked on time and not allowing the contractor to start construction on time. Contractor has asked for an additional three (3) weeks be added. There was also a delay with project testing that NMDOT was going to provide. Due to their project load NMDOT did not have anyone to do the testing. As a result Abraham's Construction needed to hire a subcontractor to do the required testing. This will increase the contract amount by \$36,103.22 which includes the NMGRT. Total Construction Contract with Change Order will be \$617,009.38.

Alternatives: - None

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: Yes

Funding Source: NMDOT CN: 4101570

Finance Department Comments and Review:

Requesting decrease in match funds due to NMDOT related increases


Finance Directors Signature

2) **Staff's Recommended Motion:** Requesting that the council approve and sign change order # 1 in the amount of \$36,103.22 and the addition of three (3) weeks to the contract time making final completion date of October 3, 2020.

3) **Village Manager's Recommendation:**

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Signature: 

NEW MEXICO DEPARTMENT OF TRANSPORTATION
 T/LPA CHANGE ORDER COVER SHEET

Contractor: ACI Date: 07/13/20
 Federal Participation: Participating T/LPA: _____ NMDOT District: _____
 Change Order Type: Supplemental Agreement Control Number (CN): 4101570 Change Order Number: 1

DESCRIPTION OF CHANGE:

1. Extend contract time by 21 calendar days.
2. Include construction testing in construction construction contract.

REASON FOR CHANGE:

1. Delays in getting utility locates and delays in changing project construction testing to contractor from NMDOT (see attached letters from ACI).
2. NMDOT is unable to do construction testing due to its work load.

(Attachments): 3 letters from ACI, Proposal from Billingsley

ATTACHMENT(S):

Factor Sheet: N/A Prior Approval (Form A-1090a): N/A Independent Analysis: N/A
 Other: N/A If Yes, List All:

TIME EXTENSION: 21 Working Days TOTAL AMOUNT OF CHANGE ORDER: ~~\$0.00~~ 316,103.22

All other provisions of the original contract and of the contract bond, including those related to the time, manner and scope of work and payment shall continue unaltered. This document constitutes a binding contractual amendment to the above parent contract, although it is mutually understood that the quantities and total costs herein are estimates only. By approving this change order the Contractor acknowledges and certifies that the compensation provided herein properly and adequately compensates the Contractor for the additional work described in this change order, and the Contractor hereby waives any claim under the Contract for additional compensation for such work.

APPROVALS:

Print Name Signature Date

Contractor: Abraham's Construction, Inc. _____

T/LPA Person in Responsible Charge: _____

T/LPA Project Manager: _____

NMDOT District Coordinator: Chris Urioste _____

Project
 NMDOT District Engineer: Lawrence A. Ortega _____ 7/30/20

Owner
 NMDOT-CLE: Village of Angel Fire _____



ABRAHAM'S CONSTRUCTION, INC.
EQUAL OPPORTUNITY EMPLOYER

July 8, 2020

Lawrence A Ortega & Associates
PO Box 2025
Taos, NM 87571

RE: NM 434 Sidewalks and C/G Project (CN 4101570)
Additional Time Request

Mr. Ortega,

This letter is to formally request an additional week added onto our contract with the Village of Angel Fire following the first request for a two-week extension. Unfortunately, we could not make any progress the week of July 6, 2020 due to the unresolved issue with the NMDOT and the testing lab for this project.

As I stated in my last letter, once this is resolved, the order of our scheduled work should look very similar to the schedule presented at the Pre-Construction Meeting but now four weeks delayed.

Please let me know if you have any questions or need further information.

Respectfully,

Cynthia Jaquez
Project Coordinator

CC: Sandra Garcia
Village of Angel Fire



ABRAHAM'S CONSTRUCTION, INC.
EQUAL OPPORTUNITY EMPLOYER

June 30, 2020

Lawrence A Ortega & Associates
PO Box 2025
Taos, NM 87571

RE: NM 434 Sidewalks and C/G Project (CN 4101570)
Additional Time Request

Mr. Ortega,

This letter is to formally request two weeks added onto our contract with the Village of Angel Fire. These two weeks would be compensation for the lost first two weeks due to the unforeseeable circumstances that arose. Our first scheduled week on June 15, 2020, was slow due to the unmarked line spots. The original NM811 request was sent on June 11, 2020. By the morning of June 15, 2020, NM811 had closed those tickets due to excessive time but the lines remained unmarked by Kit Carson Electric for electric and the Village of Angel Fire for water and sewer. A warning request was sent out the afternoon of June 16, 2020. The line spots were then marked by the following day.

On the week of June 22, 2020, the delayed response from the NMDOT in turn, delayed our work. We made several calls and sent emails to the NMDOT, but we did not receive the precise information or contact we were looking for. The proctor and concrete testing, base course information and driveway stations were not addressed by the NMDOT until the beginning of the following week, June 29, 2020.

After the results from the proctor test come back this week, the order of our scheduled work should look very similar to the schedule presented at the Pre-Construction Meeting but three weeks delayed.

I have attached the NM811 requests to this letter as well as the emails to the NMDOT.

Please let me know if you have any questions or need further information.

Respectfully,

Cynthia Jaquez
Project Coordinator

NM811 LOCATE REQUEST

TICKET NUMBER: 20JN100739
 Ticket Type: Standard Locate
 Creation Date: 06/10/20 AT 15:47

Update of:

Excavator Information

Company:	Abraham's Construction, Inc.	Main Contact Phone:	(505) 506-9245
Address:	7707 Broadway Blvd SE	Secondary Phone:	5052635839
City, St, Zip:	Albuquerque, NM 87105	Main Contact Email:	abrahamsconstruction.aj@gmail.com
Company Phone:	5058303820	Alternate Contact:	
Company Fax:		Alternate Contact Phone:	
Main Contact:	HECTOR RAMOS	Alternate Contact Email:	

Work Information

State:	NM	Work To Begin:	06/12/20 AT 15:45
County:	COLFAX	Expire Date:	07/06/20 AT 15:45
Place:	ANGEL FIRE		
Address:	3433 NM-434		
Intersection:	SAGE LN		
Latitude:	36.395755	Longitude:	-105.288997
Secondary Lat:	36.401726	Secondary Long:	-105.286569
Work Type:	Install - Curbs & Gutters	Working For:	VILLAGE OF ANGEL FIRE
Pre-marked:	YES	Mechanical Boring:	NO
Contact Prior to Locating:	NO	Contact After Locating:	NO

Location Information (Driving Directions)

ON NM-434 IN VILLAGE OF ANGEL FIRE, NM.

Location Information (Spotting Instructions)

BEGIN AT SOUTHBOUND LANE ALONG NM 434 IN FRONT OF 3433 NM-434, ANGEL FIRE, NM 87710 TO SAGE LN ON NM-434. PRE-MARKED IN WHITE.

Location Information (Remarks)

SAW CUT ON ASPHALT. EXCAVATION, INSTALLING NEW CURB AND GUTTERS WITH NEW SIDEWALKS. NO HAZARDS - OPEN ACCESS.

TRSQ: [W8T25NR16ES18NW] [W8T25NR16ES18SW]

Utilities Notified:

Code	Name	Added Manually?
QLNA	CENTURYLINK LOCAL NETWORK NORTH	False
KITCE	KIT CARSON ELECTRIC CO-OP	False
VOAF	VILLAGE OF ANGEL FIRE	False

Response Status As Of Tuesday, June 30, 2020 3:19 PM

Status	Code	Name	Facilities
Closed	QLNA	CENTURYLINK LOCAL NETWORK NORTH	Phone, Cable, Fiber
		<ul style="list-style-type: none"> June 16, 2020 4:01 PM by CLINK: UFO Cleared June 12, 2020 3:48 PM by AutoClose: No Response Provided Closed by the system process for excessive age. 	
Closed	KITCE	KIT CARSON ELECTRIC CO-OP	Electric
		<ul style="list-style-type: none"> June 11, 2020 2:58 PM by locates@kitcarson.com: Site Marked 	
Closed	VOAF	VILLAGE OF ANGEL FIRE	Water, Waste Water - Sewer
		<ul style="list-style-type: none"> June 12, 2020 3:47 PM by AutoClose: No Response Provided Closed by the system process for excessive age. 	

NM811 LOCATE REQUEST

TICKET NUMBER: 20JN110024
 Ticket Type: Standard Locate
 Creation Date: 06/11/20 AT 07:10

Update of:

Excavator Information

Company:	Abraham's Construction, Inc.	Main Contact Phone:	(505) 506-9245
Address:	7707 Broadway Blvd SE	Secondary Phone:	5052635839
City, St, Zip:	Albuquerque, NM 87105	Main Contact Email:	abrahamsconstruction.aj@gmail.com
Company Phone:	5058303820	Alternate Contact:	
Company Fax:		Alternate Contact Phone:	
Main Contact:	HECTOR RAMOS	Alternate Contact Email:	

Work Information

State:	NM	Work To Begin:	06/15/20 AT 07:15
County:	COLFAX	Expire Date:	07/07/20 AT 07:15
Place:	ANGEL FIRE		
Address:	NM-434		
Intersection:	COUNTRY CLUB DR		
Latitude:	36.370139	Longitude:	-105.284203
Secondary Lat:	36.37422	Secondary Long:	-105.283249
Work Type:	Install - Signs	Working For:	VILLAGE OF ANGEL FIRE
Pre-marked:	YES	Mechanical Boring:	NO
Contact Prior to Locating:	NO	Contact After Locating:	NO

Location Information (Driving Directions)

FROM NM-434 AND COUNTRY CLUB DR, S ON 434 TO FIRST GPS APPROXIMATELY 2,600 FT.

Location Information (Spotting Instructions)

FROM POINT (36.3742329,-105.2832618) TO (36.370223, -105.2841805) ALONG NM-434. FROM DRIVING LANE TO PROPERTY RIGHT OF WAY OR STATE RIGHT OF WAY MARKS. BOTH NORTHBOUND AND SOUTHBOUND. PRE MARKED IN WHITE.

Location Information (Remarks)

Type of work - INSTALLING PROJECT SIGNS. NO HAZARDS - OPEN ACCESS

TRSQ: [W8T25NR16ES30NW] [W8T25NR16ES30SW]

Utilities Notified:

Code	Name	Added Manually?
QLNA	CENTURYLINK LOCAL NETWORK NORTH	False
KITCE	KIT CARSON ELECTRIC CO-OP	False
VOAF	VILLAGE OF ANGEL FIRE	False

Response Status As Of Tuesday, June 30, 2020 3:19 PM

Status	Code	Name	Facilities
Closed	QLNA	CENTURYLINK LOCAL NETWORK NORTH	Phone, Cable, Fiber
		<ul style="list-style-type: none"> June 15, 2020 7:11 AM by CLINK: UFO Cleared 	
Closed	KITCE	KIT CARSON ELECTRIC CO-OP	Electric
		<ul style="list-style-type: none"> June 15, 2020 2:52 PM by locates@kitcarson.com: Site Marked June 15, 2020 7:11 AM by AutoClose: No Response Provided Closed by the system process for excessive age.	
Closed	VOAF	VILLAGE OF ANGEL FIRE	Water, Waste Water - Sewer
		<ul style="list-style-type: none"> June 12, 2020 12:23 PM by avasquez@angelfirenm.gov: UFO Cleared No water in the area where signs are being installed	

NM811 LOCATE REQUEST

TICKET NUMBER: 20JN110062
 Ticket Type: Standard Locate
 Creation Date: 06/11/20 AT 07:24

Update of:

Excavator Information

Company:	Abraham's Construction, Inc.	Main Contact Phone:	(505) 506-9245
Address:	7707 Broadway Blvd SE	Secondary Phone:	5052635839
City, St, Zip:	Albuquerque, NM 87105	Main-Contact Email:	abrahamsconstruction.aj@gmail.com
Company Phone:	5058303820	Alternate Contact:	
Company Fax:		Alternate Contact Phone:	
Main Contact:	HECTOR RAMOS	Alternate Contact Email:	

Work Information

State:	NM	Work To Begin:	06/15/20 AT 07:30
County:	COLFAX	Expire Date:	07/07/20 AT 07:30
Place:	ANGEL FIRE		
Address:	3525 NM-434		
Intersection:	AGUA RD		
Latitude:	36.394754	Longitude:	-105.29497
Secondary Lat:	36.416203	Secondary Long:	-105.286087
Work Type:	Install - Signs	Working For:	VILLAGE OF ANGEL FIRE
Pre-marked:	YES	Mechanical Boring:	NO
Contact Prior to Locating:	NO	Contact After Locating:	NO

Location Information (Driving Directions)

Location Information (Spotting Instructions)

FROM IN FRONT OF 3525 NM-434 ALONG NM-434. HEADING NORTH TO GPS COORDINATE (36.4159170, -105.2947186) FROM DRIVING LANE TO PROPERTY RIGHT OF WAY OR STATE RIGHT OF WAY MARKS. NORTH AND SOUTHBOUND LANES. PRE-MARKED IN WHITE.

Location Information (Remarks)

TYPE OF WORK - INSTALLING PROJECT SIGNS. NO HAZARDS - OPEN ACCESS.

TRSQ: [W8T25NR15ES12NE] [W8T25NR15ES12SE] [W8T25NR1GES07SW] [W8T25NR1GES18NW] [W8T25NR1GES18SW]

Utilities Notified:

Code	Name	Added Manually?
QLNA	CENTURYLINK LOCAL NETWORK NORTH	False
KITCE	KIT CARSON ELECTRIC CO-OP	False
VOAF	VILLAGE OF ANGEL FIRE	False

Response Status As Of Tuesday, June 30, 2020 3:18 PM

Status	Code	Name	Facilities
Closed	QLNA	CENTURYLINK LOCAL NETWORK NORTH	Phone, Cable, Fiber
Closed	KITCE	KIT CARSON ELECTRIC CO-OP	Electric
Closed	VOAF	VILLAGE OF ANGEL FIRE	Water, Waste Water - Sewer

- June 15, 2020 7:11 AM by CLINK: UFO Cleared
- June 15, 2020 2:52 PM by locates@kitcarson.com: UFO Cleared
- June 15, 2020 7:26 AM by AutoClose: No Response Provided
Closed by the system process for excessive age.
- June 17, 2020 12:45 PM by avasquez@angelfiren.m.gov: Site Marked
- June 17, 2020 12:41 PM by avasquez@angelfiren.m.gov: Site Marked
- June 15, 2020 7:27 AM by AutoClose: No Response Provided
Closed by the system process for excessive age.

NM811 LOCATE REQUEST

TICKET NUMBER: 20JN160770
 Ticket Type: Warning
 Creation Date: 06/16/20 AT 15:51

Update of: 20JN110062

Excavator Information

Company:	Abraham's Construction, Inc.	Main Contact Phone:	(505) 506-9245
Address:	7707 Broadway Blvd SE	Secondary Phone:	5052635839
City, St, Zip:	Albuquerque, NM 87105	Main Contact Email:	abrahamsconstruction.aj@gmail.com
Company Phone:	5058303820	Alternate Contact:	
Company Fax:		Alternate Contact Phone:	
Main Contact:	HECTOR RAMOS	Alternate Contact Email:	

Work Information

State:	NM	Work To Begin:	06/16/20 AT 18:00
County:	COLFAX	Expire Date:	
Place:	ANGEL FIRE		
Address:	3525 NM-434		
Intersection:	AGUA RD		
Latitude:	36.394754	Longitude:	-105.29497
Secondary Lat:	36.416203	Secondary Long:	-105.286087
Work Type:	Install - Signs	Working For:	VILLAGE OF ANGEL FIRE
Pre-marked:	YES	Mechanical Boring:	NO
Contact Prior to Locating:	NO	Contact After Locating:	NO

Driving Directions

Spotting Instructions

The two working days to respond to ticket 20JN110062 have expired. You have not provided positive response. Positive response is required in the state of NM. You should respond immediately! Please make sure you respond on the Original Ticket.

Remarks

TRSQ: [W8T25NR15ES12NE] [W8T25NR15ES12SE] [W8T25NR16ES07SW] [W8T25NR16ES18NW] [W8T25NR16ES18SW]

Utilities Notified:

Code	Name	Added Manually?
ONMPSO	NEW MEXICO PIPELINE SAFETY BUREAU - NORTH	True
VOAF	VILLAGE OF ANGEL FIRE	False

Response Status As Of Tuesday, June 30, 2020 3:17 PM

Status	Code	Name	Facilities
Closed	VOAF	VILLAGE OF ANGEL FIRE	Water, Waste Water - Sewer
		* June 17, 2020 12:45 PM by avasquez@angelfirenm.gov: Site Marked	



Abraham's Construction Inc. <abrahamsconstruction.aj@gmail.com>

CN 4101570 NM 434 Angel Fire

4 messages

Abraham's Construction Inc. <abrahamsconstruction.aj@gmail.com>

Thu, Jun 25, 2020 at 12:03 PM

To: JohnA.Herrera@state.nm.us, lao@taosnet.com, Hector Ramos GMail <hector.aci18@gmail.com>

Good morning Mr. Herrera,

We have been unable to reach Chris Urioste who is our contact at NMDOT for this project. We did get your information from Mr. Ortega. We need to schedule our concrete testing for next week. Could you please let me know if this would be yourself or if you have another contact number or email for Mr. Urioste?

Thank you for your help!

Cindy

Abraham's Construction, Inc.

7707 Broadway Blvd SE

Albuquerque, NM 87105

505-830-3820 Office

505-881-1666 Fax

Herrera, John, NMDOT <JohnA.Herrera@state.nm.us>

Thu, Jun 25, 2020 at 12:08 PM

To: "Abraham's Construction Inc." <abrahamsconstruction.aj@gmail.com>, "Ortega, Lawrence" <lao@taosnet.com>, Hector Ramos GMail <hector.aci18@gmail.com>

Cc: "Urioste, Chris, NMDOT" <Chris.Urioste@state.nm.us>

Good Afternoon Cindy,

Below please find Chris contact information I have also cc him on this email.

Chris Urioste, P.E.

Chris.Urioste@state.nm.us

District Four A.D.E. Construction

505-617-0806

Thanks and have a great day,

John A. Herrera

NMDOT-District 4

Construction Audit Supervisor

(505)-652-8059

JohnA.Herrera@state.nm.us



[Quoted text hidden]

Abraham's Construction Inc. <abrahamsconstruction.aj@gmail.com>

Thu, Jun 25, 2020 at 12:09 PM

To: "Herrera, John, NMDOT" <JohnA.Herrera@state.nm.us>

Cc: "Ortega, Lawrence" <lao@taosnet.com>, Hector Ramos GMail <hector.aci18@gmail.com>, "Urioste, Chris, NMDOT" <Chris.Urioste@state.nm.us>

Thank you very much!

Cindy

Abraham's Construction, Inc.

7707 Broadway Blvd SE
Albuquerque, NM 87105
505-830-3820 Office
505-881-1666 Fax

[Quoted text hidden]

Abraham's Construction Inc. <abrahamsconstruction.aj@gmail.com>

Thu, Jun 25, 2020 at 12:19 PM

To: "Urioste, Chris, NMDOT" <Chris.Urioste@state.nm.us>

Cc: "Ortega, Lawrence" <lao@taosnet.com>, Hector Ramos GMail <hector.aci18@gmail.com>

Good afternoon Mr. Urioste,

We are needing to schedule testing for next week on the NM 434 Project in Angel Fire. Our contact in Angel Fire is Hector Ramos and his number is 505-506-9245. Could you please contact Hector to go over details regarding this project?

Hector may occasionally have interrupted phone service in Angel Fire so please let me know if you have trouble reaching him, our office number is 505-830-3820.

Thank you very much!

Cindy

Abraham's Construction, Inc.

7707 Broadway Blvd SE
Albuquerque, NM 87105
505-830-3820 Office
505-881-1666 Fax

On Thu, Jun 25, 2020 at 12:08 PM Herrera, John, NMDOT <JohnA.Herrera@state.nm.us> wrote:

[Quoted text hidden]



ABRAHAM'S CONSTRUCTION, INC.
EQUAL OPPORTUNITY EMPLOYER

July 10, 2020

Lawrence A Ortega & Associates
PO Box 2025
Taos, NM 87571

RE: NM 434 Sidewalks and C/G Project (CN 4101570)
Construction Progress July 10, 2020

Mr. Ortega,

Please review our following progress on this project. We've summarized each week into as much detail as possible for all parties to comprehend.

- June 15, 2020:
- Started project with mobilization and taking Traffic Control to Angel Fire.
 - Waited most of the week for the lines to be marked 6 days after original call went out.
 - Called emergency locates for unmarked line spots.
 - Set up a few project signs.
- June 22, 2020:
- Set TC drums on site.
 - Placed final construction signs on site after lines were finally marked.
 - Met with local businesses to advise of construction
 - Start saw cutting asphalt.
 - Questioned Ortega/NMDOT regarding proctor testing. No response from NMDOT.
 - Stopped cutting due to NMDOT unaware of construction.
- June 29, 2020:
- Had meeting with NMDOT.
 - Delivered proctor to Las Vegas, NM to test with NMDOT.
 - Became aware the NMDOT would not test.
 - Still questioning if concrete mix design submittals are approved.
 - C/O request for time extension on project due to unresolved issues between Ortega and NMDOT regarding testing.
- July 6, 2020:
- No progress made due to disputing testing companies.
 - Waiting on Ortega/NMDOT to update on testing company.
 - C/O2 request for time extension on project due to continuing issues with Ortega/NMDOT for lack of testing company
 - ACI was made aware Billingsley Engineering would test
 - Ortega gave us permission to proceed with construction after Billingsley submitted a quote to Village. Village needs to approve quote.
 - Billingsley took samples of bedding material for proctor

ABRAHAM'S CONSTRUCTION, INC.

EQUAL OPPORTUNITY EMPLOYER

-Submitted C/O3 request for testing. Item was not included in original bid and ACI cannot test without signed C/O.

Lack of communication regarding this project has delayed our work. We expect that once the Village of Angel Fire approves the testing change order we have submitted and our submittals are approved by the NMDOT, our work pace should really pick up here on after.

If you have any questions or concerns regarding this monthly update, please feel free to contact me directly or Hector Ramos.

Respectfully,



Cynthia Jaquez
Project Coordinator



ABRAHAM'S CONSTRUCTION, INC.
EQUAL OPPORTUNITY EMPLOYER

July 10, 2020

Lawrence A Ortega & Associates
PO Box 2025
Taos, NM 87571

RE: NM 434 Sidewalks and C/G Project (CN 4101570)
Testing Change order

Mr. Ortega,

This letter is to formally request a change order for testing. This item was not originally included in the bid documents at bid letting. Our proposed CO includes the increase in bonding, management and coordinating testing between ACI and Billingsley Engineering for the entire course of the project. Also included in this CO is the time already spent trying to coordinate testing with the NMDOT.

Please let me know if you have any questions or need further information.

Respectfully,

Cynthia Jaquez
Project Coordinator

ABRAHAM'S CONSTRUCTION, INC.

7605 MORROW AVE NE
 ALBUQUERQUE, NM 87110
 (505) 830-3820
 (505) 881-1666

Proposal/Estimate

DATE	ESTIMATE NO.
7/10/2020	1123

NAME / ADDRESS
Village of Angel Fire 3388 Mountain View Boulevard Angel Fire, NM 87710 Attn: Lawrence Ortega

PROJECT				
Village of Angel Fire NM 434 CN: 4101570 Change Order				
DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	TOTAL
Construction Testing (Billingsly Engineering)	1	28,000.00	LS	28,000.00
Time and Bond (To and Forth Las Vegas, NM, Time Coordinating/ Setting Up Proctor with NMDOT/ Billingsly Engineering, ACI Testing Management, and bond Increase due to Added Testing Item)	1	5,500.00	LS	5,500.00
Sales Tax- Angel Fire 09-600		7.7708%		2,603.22
TOTAL				\$36,103.22

Billingsley Engineering Inc.



July 8, 2020

Village of Angel Fire
P.O. Box 610
Angel Fire, NM 87710

RE: NM 434 Mountain View Blvd. Sidewalk/Curb and Gutter Improvement Project, CN 4101570 Quality Control Materials Testing Proposal

Attention: Village Manager

We propose to provide Soil, Aggregate, and Concrete Quality Control (QC) Construction Materials Testing Laboratory/Field for the above referenced project for a quote of:
QC Materials Testing - Estimated Quote: \$ 28,000

The Material Testing quote is an Estimated quote for the project QC Material testing. Actual QC Materials Testing charges will be based on actual project Mobilizations, Field and Lab testing conducted for the project. The actual charges will be invoiced monthly based on current Billingsley Engineering Standard Rates.

The following is included in the QC Materials Testing scope of work:

1. All Materials testing will be in accordance with the project plans and specifications in accordance with requirements for a private testing laboratory.
2. Soil Proctors for Subgrade Unclassified Subgrade/Borrow, Bedding Backfill and Base Course Compaction testing.
3. Minimum Sampling and Testing Frequencies for Foundation/Subgrade, Backfill, Bedding/Base Course, and Concrete as per the plans and specifications.

The following has not been included in the QC Materials Testing scope of work:

1. Mix Designs.
2. Material testing more than minimum sampling and testing as per the plans and specifications for this project.
3. Stand by time or additional testing time due to any unforeseen circumstances such as retesting due to failing tests, defective material, scheduling, and delayed material delivery.
4. Quality Control Plan
5. Performance and Payment bonds.

No extra work will be performed without direction from the Village of Angel Fire. Payment for any extra work ordered by the Village of Angel Fire will be due upon billing. Village of Angel Fire will not delay payment due to funding delay from NMDOT and/or any other funding Agency. Partial payments will be issued as a percentage of completed work without any retained amount being withheld. Payment will be due by the 15th day of the month following the month when services were rendered. Gross Receipts Tax is not included. We will accept a NTTC for the project. We will furnish a certificate of professional liability insurance of \$1.0 million for the work to be performed for this proposal.

If you have any questions or if you need any assistance on another project, please feel free to contact us.

Sincerely,

Bill Johnson FOR:

Rod Billingsley, P.E. and P.S.
Billingsley Engineering, Inc.

Construction Staking

Materials Testing

Mail: P.O. Box 1120
Shipping: 901 6th Street
Las Vegas, NM 87701
(505)454-9592
Fax (505)454-9593
john@billingsleyengineering.com

Billingsley Engineering Inc.

P.O. Box 1120 - 901 6th Street - Las Vegas, NM 87701
Phone 505.454.9592 - Fax 505.454.9593
rod@billingsleyengineering.com
www.billingsleyengineering.com

Professional Services Contract

Project Title: NM-434-Sidewalk Curb & Gutter Project

Project #: CN 4100570

Company/City: Abrahams Construction Inc.

Contact Person: Hector Ramos

Address: 7707 Broadway Blvd. Albuquerque, NM 87105

Phone: 505-830-3820/ **Fax:** **E-Mail:** hector.ac18@gmail.com/abrahamsconstruction.ag@gmail.com

Scope of services that Billingsley Engineering Inc. will perform under this contract:

QC Materials testing - Soil/Aggregate and Concrete Testing-See Attached Proposal

Payment for Professional Services:

- Billingsley Engineering Company shall be reimbursed: \$ on a fixed fee basis.
- Billingsley Engineering Company shall be reimbursed in accordance with our Standard Rate Chart for Material testing.
- Special Conditions: In accordance with the scope of services attached

This Contract shall be considered notice to proceed when signed by both parties.

Billingsley Engineering Inc.

Accepted by: John McElroy

Signature: [Signature]

Title: PE

Date:

7/20/20

Client: Abraham's Construction Inc.

Accepted by: Abraham Jaquez

Signature: [Signature]

Title: President

Date: 7/19/2020

Terms and Conditions

Billingsley Engineering Inc. Payment Terms:

Prices quoted in this proposal are firm for a period of 60 days. Billingsley Engineering shall invoice the client on a monthly basis. Payment is due by the 15th of the month following the month in which services were rendered. Objection to an invoice must be made within 10 days of the date of the invoice; otherwise, it will be deemed proper and acceptable. If the amount due is not paid as agreed, the net amount shall have a finance charge of 1.5% per month added to it each month until paid in full. Billingsley Engineering reserves the right to suspend the work if an invoice remains unpaid for over 30 days from the date of issuance.

Other Term and Conditions:

We can accept a NITC for construction staking work. The client agrees to comply with applicable statutes and regulations regarding the use of these certificates.

This Contract shall be interpreted in accordance with the laws of New Mexico and any action arising out of this contract shall be brought in the District Court for San Miguel County, New Mexico. Any dispute between Billingsley Engineering Inc. and the Client relative to the provisions of this contract shall be subject to arbitration in accordance with the rules of the American Arbitration Association. The Parties agree that the professional liability of Billingsley Engineering Company is limited to the greater of the amount of its fee or \$50,000.

Insurance:

Billingsley Engineering Inc. will furnish on request, original certificates of insurance to the client for professional liability (errors and omissions), general liability, automobile and worker's compensation coverage.

Billingsley Engineering Inc.



July 6, 2020

Abraham's Construction Inc.
7707 Broadway Blvd. SW
Albuquerque, NM 87105

RE: NM 434 Mountain View Blvd. Sidewalk/Curb and Gutter Improvement Project, CN 4101570 QC Testing Proposal

Attention: Abraham Const.

We propose to provide Soil, Aggregate, and Concrete Quality Control (QC) Construction Materials Testing Laboratory/Field for the above referenced project for a quote of:
QC Materials Testing - Estimated Quote: \$ 28,000

The Material Testing quote is a Estimated quote for the project QC Material testing. Actual QC Materials testing charges will be based on actual project Mobilizations, Field and Lab testing conducted for the project. The actual charges will be invoiced monthly based on current Billingsley Engineering Standard Rates.

The following is included in the QC Materials Testing scope of work:

1. All Materials testing will be in accordance with the project plans and specifications in accordance with requirements for a private testing laboratory.
2. Soil Proctors for Subgrade Unclassified Excavation/Borrow, Bedding Backfill and Base Course Compaction testing.
3. Minimum Sampling and Testing Frequencies for, Excavation, Backfill, Bedding/Base Course, and Concrete as per the plans and specifications.

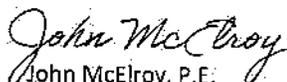
The following has not been included in the QC Materials Testing scope of work:

1. Mix Designs.
2. Material testing more than minimum sampling and testing as per the plans and specifications for this project.
3. Stand by time or additional testing time due to any unforeseen circumstances such as retesting due to failing tests, defective material, scheduling, and delayed material delivery.
4. Quality Control Plan
5. Performance and Payment bonds.

No extra work will be performed without direction from the contractor. Payment for any extra work ordered by the contractor will be due upon billing. Negotiations by the contractor with the owner for authorization of payment will not be a basis for contractor to delay payment to the subcontractor. Partial payments will be issued as a percentage of completed work without any retained amount being withheld. Payment will be due by the 15th day of the month following the month when services were rendered. Gross Receipts Tax is not included. We will accept a NTTC for the project. We will furnish a certificate of professional liability insurance of \$1.0 million for the work to be performed for this proposal.

If you have any questions or if you need any assistance on another project, please feel free to contact us.

Sincerely,


John McElroy, P.E.
Billingsley Engineering, Inc.

Construction Staking

Materials Testing

Mail: P.O. Box 1120
Shipping: 901 6th Street
Las Vegas, NM 87701
(505)454-9592
Fax (505)454-9593
john@billingsleyengineering.com