APPROVED

VILLAGE OF ANGEL FIRE
Council Regular Meeting Minutes
Tuesday November 7th, 2017 at the Village Hall

Call to Order
Mayor Cottam called the meeting to order at 5:30 PM
Pledge of Allegiance
Mayor Cottam called for the Pledge of Allegiance.
Roll Call
Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Lanon, Councilor Larson. Also present were Manager Rick Tafoya, Village Clerk Terry Cordova. A quorum was present.
Approval of Agenda
Mayor Pro-tem Howe made the motion to approve the agenda with the removal of item D. Councilor Lanon seconded. Village Clerk stated that is was too soon for the resolution calling for an election to be approved and that it would be on the November 28th meeting. Motion carried 3-0
Approval of Consent Agenda
1. Approval of October 10th Regular Council Meeting Minutes
Mayor Pro-tem Howe made the motion to approve the consent agenda, Councilor Larson seconded. Motion carried 3-0
Requests and Responses from the Audience (Limited to 3 minutes)
Dave Pritchard – Past Council Actions
June Rau- Concerned about early warning of forest fires.
Announcements and Proclamations-None
Reports:

a. **Governing Body Report**
   Mayor Pro-tem Howe reported that Kit Carson was accepting applications from anyone interested in being on the board.
b. **Manager's Report**
   Manager Tafoya reported on extending the street cut period. (see attached)
c. **Staff Reports**
   Brad McCaslin, Police Chief gave a report on the police department (see attached)
   John Murtagh, Fire Chief gave a report on the fire department (see attached)
d. **Committee Reports-None**

Old Business-None

New Business

A. **Discussion/Approval to Appoint William Humbert to Village Council to Replace Councilor Brinn Colenda**
   Mayor Pro-tem Howe made the motion to approve the appointment of William Humbert to village council to replace Brinn Colenda. Councilor Larson seconded. With no further discussion the motion carried 3-0 with Mayor Pro-tem Howe-aye, Councilor Larson – aye, Councilor Lanon-aye. Village Clerk Terry Cordova administered the oath of office.
B. **Presentation of Excellence in the Line of Duty Awards**
   John Murtagh, Fire Chief explained why he was giving these Line of Duty Awards. Mayor Cottam gave the following people awards: John W. Murtagh, Jarred Johnson, John Perryman, and Dale Jackson. Not present was Chuck Verry.

C. Discussion/Approval of Resolution 2017-43 a Resolution Approving First Quarter Budget Adjustments

Rick Tafoya, Village Manage stated that he would answer any questions in the absence of Bret Wier, Finance Director. With no question asked Mayor Pro-tem Howe made the motion approve resolution 2017-43 a resolution approving the budget adjustment requests for the first quarter of the 2018 fiscal year. Councilor Lanon seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Larson –aye, Councilor Lanon-aye, Councilor Humbert –aye.

D. Discussion/Approval of Resolution 2017-45 a Resolution Authorizing Sale and /or Disposal of Certain Village Owned Property

Rick Tafoya, Village Manager stated that this was something we did periodically. Mayor Pro-tem Howe made the motion to approve resolution 2017-45 a resolution authorizing the sale and or disposal of certain village owned property. Councilor Larson seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe-aye, Councilor Larson –aye, Councilor Lanon-aye, Councilor Humbert –aye.

E. Discussion/ Approval of Resolution 2017-46 a Resolution to Transfer Outdated and/or Items no Longer in use to the Eagle Nest Fire Department and Colfax County Fire Department

John Murtagh , Fire Chief stood for questions , there being none , Mayor Pro-tem Howe made the motion to approve resolution 2017-46 a resolution to transfer outdated or items no longer in use by the Angel Fire Fire Department to Eagle Nest Fire Department and Colfax County Fire Department . Councilor Larson seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe-aye, Councilor Larson –aye, Councilor Lanon-aye, Councilor Humbert-aye.

F. Discussion/ Approval to Apply and Receive Annual EMS Fund Act for FY 2019

John Murtagh, Fire Chief stood for questions, there being none, Mayor Pro-tem Howe made the motion to approve an application for and receipt of annual EMS Fund Act money for FY 2019. Councilor Larson seconded. With no further discussion the motion carried 4-0

G. Discussion/Approval to Apply and Receive EMS Fund Act Special Project Grant

John Murtagh, Fire Chief stood for questions, there being none, Mayor Pro-tem Howe made the motion approve the request for and receive EMS Fund Act Special Project Grant. Councilor Lanon seconded. With no further discussion the motion carried 4-0

H. Discussion/Approval of a Cooperative Agreement with South Central Mountain R,C, and D

John Murtagh, Fire Chief stood for questions, there being none, Mayor Pro-tem Howe made the motion to approve a cooperative agreement with the South Central Mountain Resource, Conservation and Development Council .Councilor Lanon seconded. With no further discussion the motion carried 4-0

Adjournment

Mayor Cottam adjourned the meeting at 5:56 PM

Passed, Approved and Adopted on this 28th day in November, 2017

Barbara Cottam, Mayor

ATTEST:

Terry Cordova, Village Clerk

Village of Angel Fire
P.O. Box 610
Angel Fire, New Mexico 87710
(575) 377-1389; FAX: (575) 377-3280

VILLAGE OF ANGEL FIRE NEW MEXICO

Memorandum

Date: November 6, 2017

From: Rick Tafoya
Subject: Right of Way- No street cut

The Village of Angel Fire has decided to extend the street cut period from November 1 to November 30 for the calendar year 2017. If freezing conditions change this could be revoked at any time. Please contact Richard Cordova, streets superintendent, at 575-377-2305 with any questions.

Richard Tafoya
Village Manager

ANGEL FIRE
POLICE DEPARTMENT
3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Calls For Service Totals By Call Type

10/01/2017 to 10/31/2017

Call Type		Totals
10-44	Property Accident	2
10-47	DWI	1
10-54	Traffic Contact	2
10-57	Drunk Person	1
911	911 Call	1
AOA	Assist Other Agency	2
COWS OUT	Cattle Out	5
DRTEST	Driving Test	4
FINGERPR	Fingerprints	1
INFORMAT	Informational	1
MA	Motorist Assist	1
PRISTRAN	Prisoner Transport	1
R ALARM	Residential Alarm	7
S13A	Suspicious Activity	2
S21	Burglary	1
S21V	Burglary of Vehicle	1
S22	Disturbance	1
S22D	Domestic	1
S22N	Noise Complaint	1
S31	Sexual Assault	1
S34	Criminal Damage	1
S37	Suspicious Incident	1
S42	Trespassing	1
S42N	Trespass Notice	1
S45	Shots Fired	2
S48	Animal Complaint	7
S49	Harassment	1
S52	Assault	1
S66	Lost / Found Property	1
VEHCOMP	Vehicle Complaint	1
	Grand Total for all calls	54

ANGEL FIRE
POLICE DEPARTMENT
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Citation Totals By Violation

10/01/2017 to 10/31/2017

Violation		Total
12-10-4	Display of Current Valid Registrati	4
12-10-4(C)	EXPIRED REGISTRATION	1
12-10-6(B)	UNINSURED MOTOR VEHICLE	2
12-6-1.1	SPEEDING	5
12-6-12.5	DRIVERS TO BE LICENSED	2
12-6-12.6(A)(6)	DRIVING ON A SUSPENDED LICENSE	1
12-6-12.6(A)(7)	DRIVING ON A REVOKED LICENSE	3
12-6-13.12	Child Restraint	1
12-6-13.13(A)	MANDATORY USE OF SEATBELTS	2
12-6-13.14	OPEN CONTAINER	1
12-6-4.3(D)	STOP SIGN VIOLATION	6
5-2B-9	Carrying Deadly Weapon	1
	Grand Total	29

ANGEL FIRE
POLICE DEPARTMENT
3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Arrest Totals By Violation

10/01/2017 TO 10/31/2017

Violation		Total
12-6-12.6(A)…	DRIVING ON A REVOKED LICENSE	1
5-2B-9(1)	Negligent Use of a Weapon…	1
66-5-39	DRIVING ON SUSPENDED OR REVOKED	2
66-8-102	DRIVING UNDER THE INFLUENCE (D.W.I.)	1
66-8-102D1	AGG. DWI	1
	Grand Total	6

November 7, 2017 Staff Report; Fire Department

-Since the last Staff Report on 8/29/19, AFFD has run 123 calls for service. 90% are EMS, 10% Fire. Members of the Public seem very pleased with the service and notably fast Response

-Continue Training every Wednesday, and the 4th Wednesday of the month is Multi-Company with surrounding agencies.

-Continue attending ECRFPG and ECEMS meetings and build relationships with area departments

-Hosted the Hazardous Materials Awareness and Operations Course; 16 attendees, 5 from AFFD and 2 from AFPD, this is a pre-requisite of IFSAC FF I

-4 personnel went through the IFSAC Emergency Vehicle Driver course, which is a pre-requisite for IFSAC Pump Operations

- We passed our Board of Pharmacy inspection, and rec'd our new DEA license

-We have started with our New Medical Director/UNM EMS Consortium and are working on New Medical Protocols, including some Special Skills for Rural Providers

-Engineering for Station 3 is moving along nicely, next Council meeting will be the Invitation to Bid packet for Construction

-1 FF currently enrolled in EMT-B class, and 1 FF is enrolling in the EMT-I class for the spring semester

-Fire Inspections are on-going, with 80% paying the fee without issue

-We have 2 grants before the Council this evening and 1 cooperative agreement with a sub-contractor of USFS.

-Continuing to improve the Wildland program. Finished the wildland refresher course and pack test so we can participate in the upcoming Rx burns

-Awaiting equipment for the new Fire Engine, so it can be placed in service

-We received the Grant from FEMA after much paperwork for $461,900. This paperwork included writing a preventative maintenance/maintenance policy, a driver/operator policy, vehicle inspection policy, and an Inventory Control policy

-We have completed the annual mandatory Pump testing and Hose Testing

-Completed 3 CPR courses for Businesses/citizens in the Area

-We continue to receive equipment for cold Wx season

-The code Enforcement Officer has now moved under the FD, and will be trained/dual-role as a fire inspector. For now, he will be performing his current code enforcement duties and following up on the completed Inspection's.

The annual Halloween party was very successful. There were over 100 attendees, and we would like to thank Cindy and Bob Coss for providing the food/drinks/plates/cups/and cooking appliances. The high school created a haunted house, and was able to earn over $400 for the Inter-Act club.

Village of Angel Fire, New Mexico
Regular Municipal Election Resolution
Resolution No. 2017-44

Be it resolved by the governing body of the Village of Angel Fire that:

A. A regular municipal election for the election of municipal officers shall be held on March 6, 2018. Polls will open at 7:00 A.M. and close at 7:00 P.M.

B. At the regular municipal election, persons shall be elected to fill the following elective offices:

ONE Councilor for a four-year term.

ONE Councilor for a four-year term.

ONE Councilor for a two-year term

C. The following locations are designated as polling places for the conduct of the regular municipal election:

Angel Fire Community Center
15 CS Ranch Road
Angel Fire NM 87710

D. Absentee Voting. Any qualified elector of the Village of Angel Fire shall obtain an application for an absentee ballot, only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., March 2nd, 2018. After 5:00 p.m. on March 2nd, 2018 all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voter's immediate family or the caregiver to the voter, until 7:00 p.m. on March 6, 2018.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, January 30th, 2018 and closing at 5:00 p.m. on Friday, March 2nd, 2018.

Early Voting. Early voting on paper ballots will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 14, 2018 and closing at 5:00 p.m. on Friday, March 2nd, 2018.

E. Persons desiring to register to vote at the regular municipal election must register with the County Clerk of Colfax County no later than Tuesday, February 6th, 2018 at 5:00 P.M., the date on which the County Clerk will close registration books.

F. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 9th, 2018 between the hours of 8:00 A.M. and 5:00 P.M.

G. The casting of votes by qualified municipal electors shall be recorded on ICP Electronic Vote Tabulators.

Village of Angel Fire, NM
Resolución de Eleccion 2017-44

Sea resuelto por el cuerpo gobernante de la Aldea de Angel Fire que:

A. Una elección municipal regular para la eleccion de oficiales municipales se llevará a cabo el 6 de Marzo de 2018. Lugares de votación estarán abiertas al público entre las horas de las 7:00 A.M. y las 7:00 P.M.

B. En la elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electívos:

UN Consejal por un término de cuatro años

UN Consejal por un término de cuatro años

UN Consejal por un término de dos años

C. Las siguientes localidades son designadas como locales para votar para llevar a cabo la elección municipal regular:

Angel Fire Community Center
15 CS Ranch Road
Angel Fire NM 87710

D. Votación en Ausencia. Solicitudes para obetener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la (del) Escribana(o) de la Municipalidad. La(El) Escribana(o) de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. el 2 de marzo de 2018. A partir de las 5:00 p.m. el 2 de marzo de 2018, la(el) Escribana(o) de la Municipalidad públicamente destruirá todas las balotas no utilizadas. La (El) Escribana(o) de la Municipalidad aceptará las balotas completadas por la (el) votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona, de un miembro de la familia inmediata de la (del) votante, o del conserje al votante hasta las 7:00 p.m. el 6 de marzo de 2018.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la (del) Escribana(o) de la Municipalidad, durante las horas y días hábiles, empezando el martes, 30 de enero y terminando a las 5:00 p.m. el viernes, 2 de marzo de 2018.

Votación por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevará a cabo por un tabulador electrónico (ICP) en la oficina de la (del) Escribana(o) de la Municipalidad, durante las horas y días hábiles, empezando el miércoles, 14 de febrero de 2018 y terminando a las 5:00 p.m. el viernes, 2 de marzo de 2018.

E. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del condado de Colfax a más tardar el Martes, 6 de Febrero de 2018 a las 5:00 P.M., la fecha en que la Escribana del Condado cerrara los libros del registro.

F. Se archivará todas las Declaraciones de Candidatura con la (el) Escribana(o) Municipal el martes, 9 de enero de 2018 entre las horas de las 8:00 A.M. y las 5:00 P.M.

G. Se hará un record de los votos de los electores municipales calificados en papeletas de las cuales se hara un recuento por tabuladores electronicos ICP.

Passed, Approved and Adopted this 28th day of November, 2017
Adoptada y aprobada este día 28th de Noviembre de 2017

Barbara Cottam, Mayor (Alcalde)

Attest (Da fe):

Terry Cordova, Village Clerk (Escribana Municipal)

cc: County Clerk
Secretary of State

VILLAGE OF ANGEL FIRE, NEW MEXICO
RESOLUTION NO. 2017-47

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF ANGEL FIRE, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), IN THE PRINCIPAL AMOUNT OF $367,938 FOR THE PURPOSE OF PURCHASING A MOTOR GRADER AND RELATED EQUIPMENT FOR THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF $367,938, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE FIRST AND SECOND ONE-SIXTEENTH OF ONE PERCENT INCREMENTS (FOR A TOTAL OF ONE-EIGHTH OF ONE PERCENT) OF MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the first and second one-sixteenth of one percent increments (total of 0.125%) of Municipal Capital Outlay Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit, which provides for the Pledged Revenues; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Section 3-31-1 through 3-31-12, NMSA 1978, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Village Clerk this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF ANGEL FIRE, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise

(such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Section 7-19D-12, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, Finance Director and Village Clerk.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet attached as Exhibit "A" to the Loan Agreement, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expenses" means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the Village Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means Village of Angel Fire, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means the Intercept Agreement, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on Exhibit "A" to the Loan Agreement.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit, funded from the proceeds of the Loan Agreement, and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit "A" to the Loan Agreement, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Parity Obligations" means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit "A" to the Loan Agreement.

"Pledged Revenues" means the first and second one-sixteenth of one percent (0.125%) increments of Municipal Capital Outlay Gross Receipts Tax enacted pursuant to Section 7-19D-12, NMSA 1978, as amended, and the Tax Ordinance and distributed to the Governmental Unit, which

is utilizing the Project and benefiting from the Loan Agreement, which distribution is made monthly by the Distributing State Agency.

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on Exhibit "A" to the Loan Agreement.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project described in Exhibit "A" to the Loan Agreement.

"Resolution" means this Resolution No. 2017-47 adopted by the Governing Body on November 28, 2017 approving the Loan Agreement and the Intercept Agreement as amended from time to time.

"State" means the State of New Mexico.

"Tax Ordinance" means Ordinance No. 2001-12 passed and approved by the Governmental Unit pursuant to the Act on October 18, 2001, which imposes the first and second one-sixteenth of one percent (0.125%) increments of the Municipal Capital Outlay Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

"Trustee" means the BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the costs of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of and the public served by the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in Exhibit "A" to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-12, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes the first and second one-sixteenth of one percent (0.125%) increments of Municipal Capital Outlay Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

J. Pursuant to Section 7-1-6.12, NMSA 1978, as amended, the Governmental Unit receives Pledged Revenues from the Distributing State Agency.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of $367,938, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) fund the Loan Agreement Reserve Account; and (iii) pay the Processing Fee. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of $367,938, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on May 1, 2018 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted, are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Village Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and the Loan Agreement Reserve Account, to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account; and (iii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, the Loan Agreement Reserve Account and the Finance Authority Debt Service Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities

set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by Resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Village Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

PASSED, APPROVED AND ADOPTED THIS 28th day of November, 2017.

VILLAGE OF ANGEL FIRE, NEW MEXICO

By _____
Barbara Cottam, Mayor

[SEAL]

ATTEST:

By _____
Terry Cordova, Village Clerk

Councilor Howe then moved adoption of the foregoing Resolution, duly seconded by Councilor Lanoue.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: Mayor Pro Tem Howe
Councilor Lanoue
Councilor Hunkut
Councilor Larson - By Phone

Those Voting Nay: NONE

Those Absent: NONE

4 (__) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and Village Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

VILLAGE OF ANGEL FIRE, NEW MEXICO

By _____
Barbara Cottam, Mayor

[SEAL]

ATTEST:

By _____
Terry Cordova, Village Clerk

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STATE OF NEW MEXICO
VILLAGE OF ANGEL FIRE
COLFAX COUNTY

I, Terry Cordova, the duly qualified and acting Village Clerk of the Village of Angel Fire, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Village of Angel Fire, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called special meeting held at 3388 Mountain View Boulevard, Angel Fire, New Mexico, on November 28, 2017, at the hour of 5:30 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of November, 2017

VILLAGE OF ANGEL FIRE, NEW MEXICO

By: _____
Terry Cordova, Village Clerk

[SEAL]

STATE OF NEW MEXICO
VILLAGE OF ANGEL FIRE
COLFAX COUNTY

The Village Council (the "Governing Body") of Village of Angel Fire, New Mexico, met in special session in full conformity with law and the rules and regulations of the Governing Body at 3388 Mountain View Boulevard, in Angel Fire, New Mexico being the meeting place of the Governing Body for the special meeting held on the 28th day of November, 2017, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

Present: Barbara A Colton
Mayor Pro Tem Howe
Councilor Larson
Councilor Humbert
Councilor Larsson - By Phone

Absent: ~~0~~

Also Present: Manager Lafayette
Terry Gordon - Village Clerk

Thereupon, there was officially filed with the Village Clerk a copy of a proposed resolution in final form.