

VILLAGE OF ANGEL FIRE

Angel Fire NM 87710

(575) 377-3232

PUBLIC NOTICE

Council Meeting

Tuesday September 10th, 2013 at 5:30pm at Village Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

1. Approval of August 27th Council Work Session Minutes

2. Approval of August 27th 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

Business

1) Old Business

2) New Business

- A. Discussion/ Approval of a Liquor License Application for Hatcha's Grill of Angel Fire Appl. # 856268 (Public Hearing)**
- B. Discussion / Approval of Resolution 2013-34 Accepting the Recycling and Illegal Dumping Grant in the Amount of \$9,854**
- C. Discussion / Approval of Resolution 2013-35 Accepting the New Mexico Clean and Beautiful Grant in the Amount of \$3, 300**
- D. Discussion / Approval of Resolution 2013-36 Adopting the 2015/2019 Infrastructure Capital Improvement Plan (ICIP)**
- E. Discussion/ Approval to Submit an Application for the Volunteer Fire Assistance (VAF) Grant in the amount of \$20,000**

Terry Cordova, Village Clerk

Barbara Cottam, Mayor

Post: 9/5/2013

THE PUBLIC IS INVITED TO ATTEND

Next Regular Council meeting will be: October 1st, 2013

The September 24th, 2013 meeting has been cancelled

Subject to Change Until: Friday September 6th, 2013 at 5:30pm

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL

3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710

AGENDA MAY ALSO 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 .

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VILLAGE OF ANGEL FIRE
Council Work Session Minutes
Tuesday August 27, 2013 at the Village Hall
DRAFT

Call to Order

Mayor Cottam called the meeting to order at 3:30PM

Pledge of Allegiance

Mayor Cottam called for the Pledge of Allegiance

Roll Call

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Germscheid, Councilor Colenda, Councilor Welker was absent. Also present Village Manager Jay Mitchell and Village Clerk Terry Cordova. A full quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda, Councilor Germscheid seconded. Motion carried 3-0

Council Work Session:

1. Review of the 2015/2019 ICIP – Mark Rivera

Mark Rivera, Community Development Director explained that this is an annual event. The state has made some changes to the ICIP format and we will no longer have the top five legislative priorities. If there is something that is of importance it does matter if it first or last on the list. We had 25 projects last year, this year we have 23. It is a five year plan, but the village is going out for three years. Manager Mitchell further explained the priority list. Please see attached.

2. Financials – Lupita De Herrera

Lupita De Herrera, Finance Director went over the financials. She also stated that there were some transfers in the enterprise fund that she was researching but that most of them were for debt service payments. She went over a fax she received from the Office of the State Auditors stating that the audit that was sent in for 2011 by Hashwall was rejected. She added that the State Auditors office is looking at the audits in more detail. She has talked with the auditors that are doing the 2012 and 2013 audits and they feel that this will not hold them up on getting both done. Lupita went over the fourth quarter report that she would be presenting to council that evening.

Mayor Cottam announced that Karen Nichols who has been working with finance would be leaving at the end of September. Officer John Perkins is also retiring in September and a potluck is scheduled for both, date and time to be determined later.

Mayor Cottam went over some changes to the meeting dates. Please see attached.

Adjournment

Mayor Pro-tem Howe made the motion to adjourn at 4:18 pm, Councilor Colenda seconded. Motion carried 3-0

Passed, Approved and Adopted on this 10th day in September, 2013

Barbara Cottam, Mayor

ATTEST:

Terry Cordova, Village Clerk

September 10 and 24th

24th will be cancelled, both Mayor and Mayor Pro-tem will be gone

October 8th and 22nd

Change to 1st and 29th

November 12th and 26th

26th will be cancelled

December 10th and 24th

24th will be cancelled

Infrastructure Capital Improvement Plan FY 2015-2019

Angel Fire Project Summary

ID	Year	Rank	Project Title	Category	Funded to date					Total Project Cost	Amount Not Yet Funded	Phases	
					2015	2016	2017	2018	2019				
23959	2015	001	Wastewater Plant Upgrade	Wastewater	0	610,000	0	0	0	610,000	610,000	No	
15919	2015	002	Village Water Tank Repair	Water Supply	0	850,000	0	900,000	0	1,750,000	1,750,000	Yes	
15829	2015	003	Extend Sewer System	Wastewater	0	3,350,000	0	0	0	3,350,000	3,350,000	No	
15057	2015	004	SCADA (Supervisory Control And Data Acquisition)	Water Supply	0	300,000	0	0	0	300,000	300,000	No	
15950	2015	005	Storm Drain Master Plan	Storm/Surface Water Control	0	130,000	500,000	500,000	0	1,130,000	1,130,000	No	
10995	2015	006	Regional Recycle Center Addition / Repair	Solid Waste	0	60,000	800,000	0	0	860,000	860,000	No	
12964	2015	007	Street Improvements	Highways/Roads/Streets/Bridges	0	200,000	200,000	200,000	200,000	1,000,000	1,000,000	No	
15927	2015	008	Water Rights Acquisition	Water Rights	0	500,000	0	0	0	500,000	500,000	No	
20965	2015	009	MUTCD Sign Replacement Program	Highways/Roads/Streets/Bridges	0	20,000	10,000	10,000	0	40,000	40,000	Yes	
27828	2015	023	Pedestrian Trails	Economic Development	0	27,000	50,000	0	0	77,000	77,000	No	
12928	2016	001	Replace Gym Floor	Cultural Facilities	0	0	50,000	0	0	50,000	50,000	No	
17325	2016	011	Drill New NW Well/Storage Tank	Water Supply	0	0	50,000	30,000	1,250,000	0	1,330,000	1,330,000	Yes
26276	2016	012	Workforce Housing	Housing-Related Cap Infra	0	0	195,000	1,000,000	1,000,000	0	2,195,000	2,195,000	No
11342	2016	013	Completion of Sports Complex, Phase One	Economic Development	1,600,000	0	300,000	0	0	1,900,000	300,000	No	
10958	2016	014	Replace Type 6 Wildland Truck	Fire	0	0	200,000	0	0	200,000	200,000	No	

Thursday, August 22, 2013

Angel Fire/CIP 09600

Infrastructure Capital Improvement Plan FY 2015-2019

10957	2016	685	Replace Rescue Vehicle	Public Safety Equipment/Bldgs	0	0	430,000	0	0	420,000	850,000	850,000	No
10321	2016	7	Wireless Communication System, Phase 1	Public Safety Equipment/Bldgs	0	0	80,000	0	0	0	80,000	80,000	No
10442	2017	17	Plaza del Sol	Highways/Roads/Streets/Bridges	0	0	0	1,100,000	0	0	1,100,000	1,100,000	No
12962	2017	18	Angel Fire Sports Complex / Phase 2	Public Parks (local)	0	0	0	75,000	1,800,000	0	1,875,000	1,875,000	Yes
11369	2017	96	Public Safety Building / Plaza del Sol	Public Safety Equipment/Bldgs	0	0	0	4,000,000	0	0	4,000,000	4,000,000	No
20961	2017	10	West Side Country Club Area Water Well	Water Supply	0	0	0	110,000	1,000,000	50,000	1,160,000	1,160,000	No
22114	2017	5	Water Re-Use Project	Wastewater	0	0	0	2,055,000	0	0	2,055,000	2,055,000	Yes
19269	2017	28	Mobile Home Estates Sewer Line	Wastewater	0	0	0	207,000	0	0	207,000	207,000	No

Number of projects: 23

Grand Totals	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
1,600,000	6,047,000	2,865,000	10,187,000	5,250,000	670,000	26,619,000	25,019,000	

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	
Construction	No	0	90,000	0	0	0	90,000	
Furnishing/Equipment	No	0	520,000	0	0	0	520,000	
TOTALS		0	610,000	0	0	0	610,000	
Amount Not Yet Funded			610,000					

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category:

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Future Potential Funding Sources you will seek to complete this project

Potential Funding Sources	Amount	Applied for?
F1	RCGRANT	
F2	NMED	No
F3	LGRANT	Yes
F4	SLOAN	No
F5	LFUNDS	No
Other	LFUNDS	No

Will this project promote economic development? Yes

If yes, will it:

- No Create Jobs
- Yes Retain Jobs
- No Attract New Business

List the number of direct project beneficiaries: 8000

Is this a Regional or Statewide project? Neither If Regional, areas affected or that will benefit: Village of Angel Fire

The local government that will own and administer this project:

Village of Angel Fire

Has your local government/agency agreed to administer, maintain and operate this capital project? Yes

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes

If not, reason why not:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,000	3,000	0	0	3,000	9,000
Annual Operating Revenues	0	0	0	0	0	0
Will the project produce operating savings or efficiencies resulting in a reduction in net operating costs?			N/A			
If yes, approximate estimated savings per year in \$			0			
House District: 40-Salazar	Senate District: 8-	County: 05-Collax				
Legislators that are in support of this project: Nick Salazar Pete Campos						

Infrastructure Capital Improvement Plan FY 2015-2019

ICIP Capital Project Description

Year/Rank 2015 002 **ID:15919**
Project Title: Village Water Tank Repair **Project Type:** New **Category:** Water Supply **Colonias?** No
Legislative Language: Repair and refurbish existing water storage tanks. These water tanks are part of the water system transferred to the Village by the Angel Fire Resort. All of these tanks are in need of being refurbished. This project will refurbish the interior of all of the tanks. Any unused funds will be applied to the purchase of SCADA equipment.
Description: Repair water storage tanks. Phase 1: tanks #1, 2, 3, 4, and 8. Phase 2: 5, 7, 9, & 10 water tank. These are all old tanks, 20 years or older and are in need of repair and refurbishing. These tanks have been inspected with underwater remote cameras. Tanks have developed pockets of oxidation that have to be removed. Tanks have to be emptied, walls scraped, filled with epoxy and completely recoated. Repairs have to occur in warm summer months.
Does the project have 10 or more years of actual use? Yes No **Is the project necessary to address population growth?** Yes No
Has the land and all necessary easement or rights of way been acquired to complete the project? Yes No **Is the project necessary to address population growth?** Yes No
Street/Waterline Project (Name the streets, if applicable, and/or specific areas that will be affected.) N/A
Location: All of the subject water tanks are not located away from public streets, sitting on easements on the back portion of lots generally located above 10,000 ft. elevation Village of Angel Fire. There are ten tanks that need to be repaired and refurbished. They **Latitude:** 36220382N **Longitude:** 105161516W
Is the project necessary to eliminate potential or actual issue(s) in: Health? Yes Safety? Yes Liability? No Other? No
Is this project required by Federal, State or Judicial mandate? No Issued by Funding source: Year Funded Amount Funded Secured Funds?
Is this project tied to another funding source as a match component? No Year Funded Amount Funded Secured Funds?
Has this project received previous legislative funding? No Year Funded Amount Funded Secured Funds?

Funded to Date:	Sources	Amount	Secured Funds?
		0	No
	Other	0	No
	Total Funded To Date	0	

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					2019	Total Project Cost
			2015	2016	2017	2018	2019		
Water Rights	N/A	0	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	0	
Planning	Yes	0	0	0	0	0	0	0	
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	
Construction	No	0	850,000	0	0	0	0	1,750,000	
Furnishing/Equipment	N/A	0	0	0	0	0	0	0	
TOTALS		0	850,000	0	900,000	0	0	1,750,000	
		Amount Not Yet Funded		1,750,000					

Can this project be phased? Yes

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	850,000	No	No	No	Yes	No	5
2	900,000	No	No	No	Yes	No	5
3	0	No	No	No	Yes	No	0
4	0	No	No	No	Yes	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Future Potential Funding Sources you will seek to complete this project

Potential Funding Sources	Amount	Applied for?
F1 FCGRANT	0	No
F2 SGRANT	850,000	Yes
F3 LGRANT	0	No
F4 SLOAN	0	No
F5 LFUNDS	0	No
Other LFUNDS	0	No

Will this project promote economic development? No If yes, will it: No Create Jobs

No Retain Jobs
No Attract New Business

List the number of direct project beneficiaries: 8000

Is this a Regional or Statewide project? Neither If Regional, areas affected or that will benefit:
Village of Angel Fire

Has your local government/agency agreed to administer, maintain and operate this capital project? Yes

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes

If not, reason why not:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	1,500	1,500	1,500	1,800	1,800	8,100
Annual Operating Revenues	0	0	0	0	0	0
With the project produce operating savings or efficiencies resulting in a reduction in net operating costs?	N/A					
If yes, approximate estimated savings per year in \$	0					
House District: 40-Salazar	Senate District: 8-		County: 05-Colfax			
Legislators that are in support of this project:	Nick Salazar Pete Campos					

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					2019 Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	N/A	0	100,000	0	0	0	100,000	
Construction	N/A	0	3,250,000	0	0	0	3,250,000	
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		0	3,350,000	0	0	0	3,350,000	
			Amount Not Yet Funded					
			3,350,000					

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category:

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	4
2	0	No	No	No	No	No	6
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Future Potential Funding Sources you will seek to complete this project

Potential Funding Sources	Amount	Applied for?
F1 FLOAN	0	No
F2 FGRANT	0	No
F3 SGRANT	0	No
F4 LGRANT	0	No
F5 LFUNDS	0	No
Other LFUNDS	0	No

Will this project promote economic development? Yes No Create Jobs Retain Jobs Attract New Business

List the number of direct project beneficiaries:

Is this a Regional or Statewide project? Neither If Regional, areas affected or that will benefit: Village of Angel Fire

The local government that will own and administer this project? Yes No

Has your local government/agency agreed to administer, maintain and operate this capital project? Yes No

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes No

If not, reason why not:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	1,000	1,000	1,000	1,000	1,000	5,000
Annual Operating Revenues	0	0	0	0	0	0
Will the project produce operating savings or efficiencies resulting in a reduction in net operating costs?	N/A					0

If yes, approximate estimated savings per year in \$

House District: 40-Salazar Senate District: 8- County: 05-Colfax

Legislators that are in support of this project: Nick Salazar Pete Cumops

Infrastructure Capital Improvement Plan FY 2015-2019

ICIP Capital Project Description

Year/Rank 2015 004

ID:15057

Project Title: SCADA (Supervisory Control And Data Acquisition) Project Type: New

Category: Water Supply

Colombas? No

Legislative Language: To plan, design and install a Supervisory Control and Data Acquisition system.

Description:

Establish remote control and automation and improve telemetry and security to monitoring water pumping and storage facilities with the use of a Supervisory Control and Data Acquisition system. Currently a staff person from the Utilities Dept. must visit each water tank, pump station, and specific control valves each day to monitor. In the winter this is a challenging job. With the SCADA system, this can be handled from a single location and with more accurate records.

Does the project have 10 or more years of actual use? Yes

Is the project necessary to address population growth? Yes

Has the land and all necessary easement or rights of way been acquired to complete the project? N/A

Street/Waterline Project (Name the streets, if applicable, and/or specific areas that will be affected.)

Location:

Village of Angel Fire, 70 Services Road, Angel Fire

Latitude: 36251104N

Longitude: 105164670W

Is the project necessary to eliminate potential or actual issue(s) in:

Health? Yes

Safety? Yes

Liability? No

Other? No

Is this project required by Federal, State or Judicial mandate? No

Issued by

Date of Order:

Is this project tied to another funding source as a match component? No

Funding source:

Has this project received previous legislative funding? No

Year Funded

Amount Funded

0
0
0
0

Funded to Date:	Sources	Amount	Secured Funds?
		0	No
	Other	0	No
	Total Funded To Date	0	

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	300,000	0	0	0	0	300,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	300,000	0	0	0	0	300,000
Amount Not Yet Funded			300,000					

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project Phases: Unfunded amounts broken down by phase and category:

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mths to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Future Potential Funding Sources you will seek to complete this project

Potential Funding Sources	Amount	Applied for?
F1 FGGRANT	0	No
F2 SGRANT	0	No
F3 IGRANT	0	No
F4 SLOAN	0	No
F5 LFUNDS	0	No
Other LFUNDS	0	No

Will this project promote economic development? Yes If yes, will it: No Create Jobs

Yes Retain Jobs
No Attract New Business

List the number of direct project beneficiaries: 8000

Is this a Regional or Statewide project? Neither If Regional, areas affected or that will benefit:

Village of Angel Fire

The local government that will own and administer this project? Yes

Has your local government/agency agreed to administer, maintain and operate this capital project? Yes

Yes

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes

Yes

If not, reason why not:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	1,000	1,000	1,300	1,300	1,300	5,900
Annual Operating Revenues	0	0	0	0	0	0
Will the project produce operating savings or efficiencies resulting in a reduction in net operating costs?	N/A					0

If yes, approximate estimated savings per year in \$ 0

House District: 40-Salazar Senate District: 8- County: 05-Colfax

Legislators that are in support of this project: Nick Salazar Pete Campos

Infrastructure Capital Improvement Plan FY 2015-2019

ICIP Capital Project Description

Year/Rank 2015 005

ID:15950

Project Title: Storm Drain Master Plan

Project Type: New

Category: Storm/Surface Water Control

Colonias? No

Legislative Language:

Plan, design and construct a storm water collection network within the Village Core watershed area. Any unspent funds will be applied to the extension of interceptor wastewater lines.

Description:

Develop a storm water management plan in the Village Core area where there is a concentration of multi-family, multi-story structures and the Angel Fire Ski Area. The Angel Fire Creek is being stressed by unchecked run-off. This project will plan, design, and construct a storm drainage collection network.

Does the project have 10 or more years of actual use?

Yes

Is the project necessary to address population growth?

Yes

Has the land and all necessary easement or rights of way been acquired to complete the project?

Yes

Street/Waterline Project (Name the streets, if applicable, and/or specific areas that will be affected.)

Location: Within the core area, bounded by Five Springs Road to the north, Miller Lane to the east, South Angel Fire Road to the south and Mountain View to the west.
Village of Angel Fire Desirable Latitude: 36 23' 17.9 Longitude: 105 16' 27.9

Is the project necessary to eliminate potential or actual issue(s) in:

Health? No

Safety? Yes

Liability? Yes

Other? No

Is this project required by Federal, State or Judicial mandate?

No

Issued by

Funding source:

Date of Order:

Is this project tied to another funding source as a match component?

No

Has this project received previous legislative funding?

No

Year Funded

Amount Funded

0

0

0

0

Funded to Date:

Sources	Amount	Secured Funds?
EGRANT	0	No
SGRANT	0	No
FLOAN	0	No
SGRANT	0	No
Other	0	No
Total Funded To Date	0	

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	30,000	0	0	0	0	30,000
Construction	N/A	0	100,000	0	0	0	0	100,000
Furnishing/Equipment	N/A	0	0	500,000	500,000	0	0	1,000,000
TOTALS		0	130,000	500,000	500,000	0	0	1,130,000
			Amount Not Yet Funded					
			1,130,000					

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	3,000	Yes	No	No	No	No	6
2	100,000	No	Yes	No	No	No	6
3	500,000	No	No	Yes	No	No	6
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

VILLAGE OF ANGEL FIRE
Council Regular Meeting Minutes
Tuesday July 23rd, 2013 at the Village Hall
DRAFT

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 Colenda, Councilor Germscheid, Councilor Welker was absent. Also present Village Manager Jay Mitchell, Village Clerk Terry Cordova. A full quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda, Councilor Colenda seconded. Motion carried 3-0

Approval of Consent Agenda

1. Approval of August 13th Regular Council Meeting Minutes

Mayor Pro-tem Howe made the motion to approve the consent agenda, Councilor Germscheid seconded. Motion carried 3-0

Requests and Responses from Audience (Limited to 3 minutes)

Don Borgeson Gave his support to the resolution that was going before council supporting the veteran's cemetery.

Announcements and Proclamations

Mayor Pro-tem Howe announced that on Saturday August 31st at the veteran's memorial they would be laying over 450 bricks and would also be celebrating Doc. Westphall's 100th birthday.

Reports

a. Governing Body Report

Councilor Germscheid reported that the notes for the sustainability meeting would be distributed soon.

Mayor Pro-tem Howe reported that the Angel Fire Proud fall cleanup day would be September 21st and that the committee has raised over \$10,000 dollars selling the decorations and banners for the light poles going up north Angel Fire road.

b. Manager's Report

Manager Mitchell reported that he would be out of the office Wednesday and Thursday to attend the New Mexico Municipal Leagues annual conference in Taos. He also reported that he would be in Raton on Friday for the foreclosure sale of the Omer May property. On his return he will be meeting with water master Buster Chavez and the state engineer to discuss water rights.

c. Staff Report

Mark Rivera, Community Development Director reported on a Wild land --Urban Interface workshop he attended on August 12. Please see attached.

Old Business --None

New Business

A. Peter Hofstetter, CEO of Holy Cross Hospital ,Update on Changes Affecting Health Care and the Hospital

Peter Hofstetter, CEO of Holy Cross Hospital gave a presentation on the changes in health care. Please see attached.

B. Discussion / Approval of Resolution 2013-32 to Approve the Fourth and Final Quarterly Financial Report

Mayor Pro-tem Howe made the motion to approve resolution 2013-32 to approve the fourth and final quarterly financial report submitted to Department of Finance and Administration.

Councilor Germscheid seconded. With no discussion the motion carried 3-0 with Mayor Pro-tem --aye, Councilor Germscheid --aye, Councilor Colenda-aye.

1 **C. Discussion/ Approval of Resolution 2013-33 Supporting the Veterans Cemetery**

2 Mayor Pro-tem Howe made the motion to approve resolution 2013-33, a resolution in support
3 of a veteran's cemetery to be located adjacent to the Vietnam Veterans Memorial. Councilor
4 Germscheid seconded. Mayor Pro-tem Howe asked that the last now, therefore should be
5 changed to read adjacent. Councilor Colenda made the motion to amend the first motion to
6 change the now therefore to read veterans cemetery program at a proposed location adjacent to
7 the Vietnam Veterans Memorial. Mayor Pro-tem Howe seconded. With no further discussion
8 the motion carried 3-0 with Mayor Pro-tem Howe -aye, Councilor Colenda -aye, Councilor
9 Germscheid -aye. The first motion did not carry 0-3 with Mayor Pro-tem -nay, Councilor
10 Germscheid -nay, Councilor Colenda -nay.

11 **D. Discussion / Approval to Submit an Application for the FY 2014 State Fire Protection**
12 **Grant in the Amount of \$78,444**

13 Andy Bertges, Fire Chief explained that this grant would be used to complete the training
14 tower. Training is very important and having a training tower will positively impact the ISO
15 rating not only for angel Fire, but the Moreno Valley and Eagle Nest as well. This year Kit
16 Carson donated 6 long poles along with installation to the areas local fire departments for this
17 tower. The grant will provide the material to finish the tower and fire department personnel
18 would do the construction of the tower. Along with the proposed materials for the training
19 tower, we will be requesting equipment for our 2011 type 3 engine which has been equipped
20 primarily for wildland use. After recommendations from the State Fire Marshall's office, the
21 addition of the requested equipment will upgrade its status to a structural engine company. This
22 will increase our current ISO engine capacity rating by a third. The fire fund would pay the
23 match as not to burden the general fund. Mayor Pro-tem Howe made the motion to approve the
24 submission of an application for the completion of a training tower and required equipment for
25 vehicle 3573 to fulfill the requirements as an engine company under the ISO. Councilor
26 Colenda seconded. With no discussion the motion carried 3-0.

27 **E. Discussion / Approval of an Ordinance Amending Title 7 of the Village Code (1st Reading)**
28 **(Public Hearing)**

29 Mayor Cottam opened the public hearing at 6:55pm. With no input the hearing was closed at
30 6:55pm. Mayor Pro-tem Howe made the motion to approve the first reading of an ordinance
31 amending chapters 3 and 4 of title 7, public ways and property. Councilor Germscheid
32 seconded. Manager Mitchell explained that recently council approved CPI rate adjustments and
33 noted that that there is a likelihood that some annual CPI adjustments may not always result in
34 rate increases. The current wording is in conflict with approved language used in subsequent
35 CPI adjustments sections of the village code. Amending the two chapters regarding water and
36 sewer rate adjustments provides consistent language. With no further discussion the motion
37 carried 3-0 with Mayor Pro-tem Howe -aye, Councilor Germscheid -aye, Councilor Colenda -
38 aye.

39 **Adjournment**

40 Mayor Pro-tem Howe made the motion to adjourn at 6:57pm, Councilor Colenda seconded. Motion
41 carried 3-0

42 **Passed, Approved and Adopted on this 10th, day in September, 2013**

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Barbara Cottam, Mayor

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52 **ATTEST:**

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Terry Cordova, Village Clerk

Wildland-Urban Interface Workshop – Ruidoso Aug. 12-13

- NM Resource Conservation & Development Councils
- International Code Council

Divided into two tracts, one on Firewise Communities and one on Reviewing the International Wildland-Urban Interface Code. I attended the WUI Code tract

While driving to the workshop, I was thinking about how the local paper was questioning the wisdom of the Wildfire Protection Fee, how long it would be need to be in place. How some on the Council are questioning who should be paying the fee.

The following comments are from my meeting notes with some quotes from an abstract by Dan Bailey, who was a key presenter at the workshop.

- 20 years ago, US Forest Service Dept. allocated 11% of Budget to Wildland Fire Fighting
- Its 2012 Budget allocation was 56%, most of which is spent on defending homes within the W-U Interface, places just like Angel Fire.
- Last Week, the Forest Service announced it has spent 1.2 billion on wildfires this fire season, putting them in the red to the tune of 400 million. That figure only addresses the fire suppression cost. It does not include replacement costs of structures and infrastructure, impacts to human, livestock, and wildlife or watershed restoration. Sequester Budgeting is hurting, not helping and we have yet to hit the peak of wildfire season. The Forest Service will continue to fight wildfires by moving money around within its budget at the expense of other FS programs, like maintaining recreation areas and facilities, forest restoration and conservation programs.
- This budgetary shift and the focus of defending expensive primary and second home while letting the rest of forest burn is creating a big push back by other special interest group and the general citizenry who can't afford to live in the WUI and whose only access is National Forest recreation areas. Where many of these areas are being burned or at best not being maintained.
- The Fed. Govt. has been listening and started revisiting its roll and obligations to WUI in 2006 based on the 1995 Congressional directive to allow wildland fire "as nearly as possible to function in its natural ecological role to reduce hazardous fuels in the wildlands." Protecting homes is to be primarily a state and local responsibility, with federal help determined by "the relative values to be protected and the cost of protection."
- That same year, a USDA audit was released advising federal agencies "assigning more financial responsibility to state and local government for WUI wildfire protection is critical because federal agencies do not have the power to regulate WUI development. Zoning and planning authority rests entirely with state and local governments, not federal agencies."
- In a Congressional hearing on Energy and National Resources, the Ag. Dept. Inspector General explained to the Committee, "federal fire suppression cost will not go down, they will continue to rise, unless something is done to regulate development

in the WUI.” If a fire starts within the Angel Fire municipal limits and we want an air tanker drop, it will be on the Village’s dime.

- **Air Tankers.** Twenty years ago the Forest Service had a fleet of 50. Several years ago, two C-5 Cargo planes literally fell apart while fighting fires. Those WW2 era planes have been retired. The fleet now consists of 25 planes, mostly aging DC 10s. Currently we have 32 active wildfires, including the Rim Fire that could threaten the water supply of San Francisco. On the evening news you will see Boeing 737s and even Jumbo Jet tankers dropping fire retardant. At a very high cost, we have privatized the Fire tanker industry and on occasion, the FS is a legal victim of price gouging. To schedule a Private Sector Tanker drop from Tucson to Angel Fire will cost the Village 1.2 million dollars. And today, the public expects to see aerial assets attacking every fire.
- **There is a potential weak link in the WUI fire suppression strategy.** Firefighters across America have a storied history of fighting structural fires which occur everywhere, all the time, thus justifying retaining a full time, permanent department. Wildland firefighters are not the same as structural fire fighters, their tools, their skill sets, their strategies are different, but what really separates them from traditional structural firefighter is their job is seasonal, it is part time work. Every national forest has at least one Hot Shot Crew, made of full time Forest Service employees who have other responsibilities. The bulk of the crew is flushed out with the seasonal employees. The number of seasonal workers available has a correlation to the strength of the national economy.
- **Insurance Companies Response.** In certain areas of California State Farm is not issuing new policies and not renewing policies. Across the West, State Farm has established command centers to monitor weather and wildfire activities. At the Workshop we told that State Farm has thrown a wrench in the Incident Command structure by sending in their own fire crews to protect specific policy holder homes and even sending in helicopters for targeted water drops in recent California fires. It is cheaper than paying out some claims. While other bewildered homeowners whated to know why their homes are not getting the same attention. In talking with Dave Fiala of Colorado Timber Resources last week, he witnessed the same at the Black Forest fire last year outside of Colorado Springs. Last weekend A reporter on the Beaver Creek fire in Idaho reported several insurance companies were doing the same. Locally, this summer State Farm did on-site inspections of policy holder homes. We have had two individual inquiring about thinning procedures because they got a follow up letter from State Farm on actions they need to take to keep their policy. Chief Bertges received a call from a home owner on Back Basin Road that he was being dropped by his insurance company. He had thinned his ignition zone around his house, but the Insurance company had probably determined that based on the fuel loads and that the road is a five mile long cul-de-sac, the home would probably be declared defensible by an Incident Commander. Additionally, the insurance industry is shifting their policy criteria to include WUI codes in addition to ISO ratings.

What I have been describing here is a paradigm change in the way the government and the private sector insurance are looking at how wildfires will be dealt with and by whom. It will be a political fight of epic proportions because it comes down to federal and state land management agencies arguing with municipalities and private land owners, where WUI development will be located and who will be paying the fire bill. This paradigm shift is creating a new alliance of various natural resource and development interests, of which Angel Fire should become a part of.

So what do we do? We are on the right track, but still well behind the curve. Across America, there are 70,000 communities identified as being in the Wildland Urban interface, of those approximately 11,000 have adopted a Community Wildfire Protection Plan. Angel Fire is in that minority. The best thing the Council has done is to create the Wildfire Protection Fee as an Enterprise Fund.

As I mentioned there have already been discussions about when that fee can be retired. The answer is easy, 'never'. That fee will be used to acquire equipment for thinning, processing slash, wildland fire vehicles and equipment, retaining professional foresters, and establishing fuel breaks as defined in the CWPP. We should also develop a wildland firefighting training regime for our paid and volunteer fire fighters. We need to maintain a cash reserve within the fund for the cost of fire prevention and education as well as the cost of fighting a fire. We should consider contracting with a private air tanker company to assist on initial attack on any fires that start within the Village using what are oversized crop dusters. We should establish on-call contracts with area private wildland fire fighters who maintain their own wildland firefighting rigs. We need to set aside part of the fund for the aftermath of a fire to restore our watersheds. We will need to lay down straw and reseed burnt areas to slow soil erosion, prevent contamination of our water resources and rebuild damaged infrastructure.

Finally, we need to study the ICC Wildland-Urban Interface Code. It is a boiler plate code that is not entirely applicable to Angel Fire. But through our Building Official position, the Village is a member of the International Code Council. As such we can adopt and incorporate the most appropriate sections of the WUI Code into the Village Code.

In dealing with and talking about our wildland interface, it is better to be preoccupied with precautions than to be optimistic.

As I said, we are on the right track, unfortunately that light at the end of the tunnel could be the headlamp of an oncoming locomotive.

Overall it was an excellent workshop and as part of it, I have a dropbox full of useful information. If anyone would like to have access to the dropbox via your e-mail, just let me know. That's all I got, I'm done, any questions?

Healthy Solutions **NOT** Harmful Cuts

Hospitals have already been subjected to more than **\$250 billion in reductions** since 2010, including **more than \$14 billion** in the recently enacted American Taxpayer Relief Act, and **cannot sustain** any additional cuts.

Further cuts will only **increase hospitals' challenges**. Take this opportunity to **contact your legislators' staff** and drive home that more cuts will **negatively impact Taos' rural economy**, and **could potentially limit people's access to care**.

What You Can Do Now?

Contact your Member of Congress and urge them to:

REJECT arbitrary cuts to Medicare and Medicaid funding for hospital services, and support real solutions as Congress looks for ways to reduce the nation's deficit.

DELAY the disproportionate share hospital (DSH) payment cuts in the Patient Protection and Affordable Care Act to allow for coverage expansions to be more fully realized and better data to become available.

SUPPORT the passage of the Medicare Audit Improvement Act of 2013, which would improve auditor performance, increase transparency and permit hospitals to rebill denied claims without unreasonable restrictions.

www.ContactingTheCongress.org

Also consider contacting their local offices

If you haven't offered health insurance before,

NOW you can!

New Mexico Health Insurance Alliance
www.nmhia.com

The NM insurance exchanges are scheduled to begin January 1, 2014

Medicaid Expansion in New Mexico:

Centennial Care
www.CentennialCare.net

Centennial Care is the new name of New Mexico's Medicaid program. It is a single, comprehensive delivery system through four managed care plans, allowing for greater simplicity. It emphasizes care coordination so that recipients will receive the right care, in the right place, at the right time, leading to better health outcomes.

- Existing Medicaid recipients can begin selecting their new MCO starting October 2013.
- The newly eligible population under Medicaid expansion will begin enrollment January 2014.



Disproportionate Share Hospital (DSH) payment cuts

Under the Patient Protection and Affordable Care Act (PPACA), DSH payment cuts totaling more than \$22 billion for Medicare and \$18.1 billion for Medicaid over 10 years are scheduled to take effect beginning federal fiscal year 2014. The nation's safety net hospitals are concerned that the proposed cuts to DSH are:

- Not on the same timetable as the expansion of health insurance coverage.
- Will then be implemented before reimbursements from the insurance exchange and Medicaid expansion programs are fully operational, which, theoretically, will cover the cost of these cuts.

Another unsettling reality is that these cuts to DSH payments are certain across all providers while the projected decrease in indigent patients may vary drastically from one hospital or provider to another, once again creating unintended winners and losers in the realm of healthcare payment systems.

We are asking Congress to instruct CMS to delay the DSH implementation until the state-based healthcare coverage programs are fully functioning to support the additional 50 million Americans who are currently uninsured. This delay will allow for the programs to be implemented and time to collect data, particularly in rural communities, as to the impact of this healthcare expansion.

Medicare Audit Improvement Act of 2013

We are asking Congress to pass this bill, which would amend the *Medicare Modernization Act of 2003* to rectify problems identified since the creation of the Recovery Audit Contractor (RAC) program as a part of that law. Specifically, the *Medicare Audit Improvement Act* would reinstate a hard cap on Additional Document Requests (ADRs) on the part of Medicare auditors to two percent of hospital claims with a maximum of 500 ADRs per 45 days. Smaller hospitals in particular have expressed deep concern over the administrative burdens being placed on them by Medicare audit contractors, including large increases in the number of documents being requested.

"While I believe we must continue to identify and correct verifiable fraud, hospitals have been buried in the administrative burdens put on them by Medicare audit contractors," said Congressman Graves (R-MO). "Doctors and nurses should be focused on caring for patients, not trying to comply with the ever-increasing requests for documents. My bill would put in place common-sense reforms allowing auditors to still conduct adequate oversight of billing problems without an open-ended invitation from CMS to continually bombard hospitals. Our smaller, rural hospitals are especially ill-equipped to deal with this increased administrative burden."

"I am proud to cosponsor the *Medicare Audit Improvement Act of 2013* along with my colleague, Congressman Graves," said Congressman Schiff (D-CA). "This bill addresses critical operational problems in the Recovery Audit Contractor program, which directly contribute to the skyrocketing cost of healthcare. Ensuring the accuracy of audits allows us to continue to recoup improper Medicare payments fairly and efficiently, and strengthen the fiscal integrity of Medicare."

The *Medicare Audit Improvement Act* also seeks to improve auditor performance by assessing penalties for auditors that do not comply with basic program requirements such as deadline and issuance of "demand letters." The American Health Information Management Association (AHIMA) and the American Hospital Association (AHA) support the legislation, which was originally introduced last Congress in October 2012.

www.contactingthecongress.org

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: September 10th , 2013

TO: Mayor / Council and Village Manager

FROM: Terry Cordova

SUBJECT: Approval of an application for a Liquor License for Hatcha's Grill of Angel Fire , Appl. # 856268

Background/Facts : The Village received the application from the NM Regulation and Licensing Department , Alcohol and Gaming Division for a request for a liquor license for Hatcha's Grill of Angel Fire . This item serves as public hearing and council's approval or disapproval of issuance of the license.

Alternatives: - None

1) **Financial Impact and Review:**

Financial Impact:

Budgeted Item: N/A **no:** N/A

Funding Source: N/A

Finance Department Comments and Review:

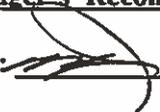


Finance Directors Signature

2) **Attached Documents:** Resolution 2013-33

3) **Staff's Recommended Motion:** Motion and Second to approve the liquor license for Hatcha's Grill of Angel Fire

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

Approval:  **Disapproval:** _____ **other:** _____

Manager's Comments:



Signature: 

Village of Angel Fire

P.O. Box 610
ANGEL FIRE, NEW MEXICO 87710
(575) 377-3232 FAX (575) 377-3280



August 14, 2013

Hatcha's Grill of Angel Fire
P.O. Box 2113
Angel Fire, NM 87710

Certified Mail No. 70062150000323035834

RE: Public Hearing

Dear Sir or Madam:

A public hearing for your application requesting a Liquor License will be September 10th, 2013 at 5:30 PM. The public hearing will be held at the Village Hall Meeting Room located at 3388 Mountain View Blvd, Angel Fire NM 87710. Enclosed you will find a copy of the notice for the public hearing.

Village Code, Chapter 3, Section 3-4-2, states that any business that holds a Liquor License is required to pay the Village of Angel Fire an annual tax of \$200.00. This fee is due prior to approval by Council for a license permit. Thereafter, the tax fee will be due annually on July 1st.

Fees must be paid prior to the date of the Public Hearing.

If you have any questions please call me at 505-377-3232x122

Sincerely,

Terry Cordova, Village Clerk

Enclosures

**VILLAGE OF ANGEL FIRE
PUBLIC NOTICE**

Be advised that the Governing Body of the Village of Angel Fire has received a request for the Application of a Restaurant Liquor License by Martin Dominic Serna doing business as Hacha's Grill of Angel Fire. The establishment is located at 3453 Mountain View Blvd. Suite D, Angel Fire NM 87710.

The Governing Body has scheduled a public hearing to be held on September 10th, 2013 at 5:30 P.M. at the Angel Fire Village Hall Meeting Room. Residents will be given the opportunity to comment on the above during the hearing.

Terry Cordova, Village Clerk

Barbara Cottam, Mayor

Post: 08/14/2013

Pub: 08/22/2013 & 08/29/2013



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87505
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/agd

August 1, 2013

Suzanna Martinez
GOVERNOR

J. Dec Dennis, Jr.
SUPERINTENDENT

Jennifer M. Anderson
DIRECTOR

Certified Mail No: 7009 2250 0000 9386 7266

Village of Angel Fire
Terry Cordova, Village Clerk
PO Box 610
Angel Fire, NM 87710

Re: Lic./App. No. 856268
Applicant Name: Hatcha's Grill of Angel Fire, LLC
Doing Business As: Hatcha's Grill of Angel Fire
Proposed Location: 3453 Mountain View Blvd., Suite D, Angel Fire, NM

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses. *(Please review the revised instructions for approval or disapproval below.)

Greetings:

The Director of the Alcohol and Gaming Division has granted Preliminary Approval for the referenced application and is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Within forty-five days after receipt of a notice of preliminary approval from the Alcohol and Gaming Division, the governing body shall hold a public hearing in the question of whether the department should approve the proposed issuance or transfer. Notice of the public hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time and place of the hearing at least once a week for two consecutive weeks in a newspaper of general circulation within the territorial limits of the governing body, which requires that two weeks of publication must be satisfied before a hearing can be conducted. The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the applicant of the date, time and place of the public hearing. The governing body may designate a hearing officer to conduct the hearing. A record shall be made of the hearing.

The applicant is requesting a Restaurant Liquor License:

The governing body may disapprove the issuance or transfer of the license if:

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the applicant/licensee has obtained a waiver from the local option district governing body for the proposed licensed premises.)

The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a zoning statement from the governing body, this is not a basis for disapproval.

The issuance would be detrimental to the public health, safety or morals of the residents of the local option district. Disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

***Within thirty (30) days after the public hearing, the governing body shall notify the Alcohol and Gaming Division *in writing* as to whether the local governing body has approved or disapproved the issuance of transfer of the license *and* by signing the enclosed original Page 1 of the application. The letter of approval/disapproval and the Page 1 must be returned together with the notice of publication(s). If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director will give final approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (page 1 of the application page noting disapproval).

Sincerely,


Annette R. Brumley
Hearing Officer

ENCLOSURES: Original Page 1 of Liquor License Application
Copy of page 2 Premises, Location, Ownership & Description of Premises



Randy Shell's

New Mexico Regulation and Licensing Department - Alcohol and Gaming Division
2550 Cerrillos Road - Santa Fe, New Mexico 87505 • (505) 476-4675 • Fax (505) 476-4595 • www.rld.state.nm.us

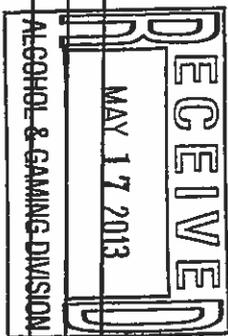
\$200.00
QC# 1505

LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

State Liquor License # 954 268
Application Number _____
Local option (AGD use) _____

Record Owner of Existing License _____
Current D/B/A Name _____
Current Premises Address _____



Application is for: Change of Stock _____ Change of Officer/Director _____ Transfer Ownership of Existing License _____ Transfer Ownership and Location _____ Transfer Location _____ Other _____

Issue New License Type of License being applied for _____
Application is: Individual _____ Corporation _____ Partnership (General or Limited) _____ Limited Liability Company _____

NAME OF APPLICANT (company or individual) Hatcha's Grill of Angel Fire LLC ADDRESS (including city, state, zip) P.O. Box 294 Mora NM 87710 TELEPHONE NUMBER 575-377-7011

D/B/A name to be used: Hatcha's Grill of Angel Fire, LLC Physical location where license is to be used: 3453 Mountain View Blvd Angel Fire, NM 87710

Mailing address: P.O. Box 2113 Angel Fire, NM 87710 (Include street number / highway number / state road, city and county, state, and zip code)

Are alcoholic beverages currently being dispensed at the proposed location? Yes _____ No If yes, give license number and type _____

I, (print name) Martin Dominic Seana, as (title) owner, being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the contents therein contained and true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time. *we must sign and date this form in the presence of a notary public.*

Signature of Applicant [Signature] Date 5/15/13

SUBSCRIBED AND SWORN TO before me this 15th day of May 2013 by Martin Dominic Seana
Notary Public Andy R Seana, Stanley R. Seana's My Commission Expires April 18th 2014

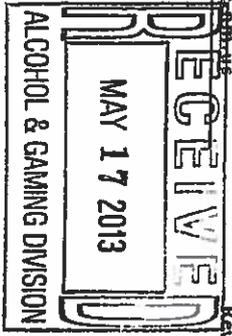
Local Governing Body of: _____ (City or County). Hearing held on _____ 20____
Check one: Approved _____ Disapproved _____ City/County Official _____ (Signature & Title)

For Alcohol and Gaming Division Use Only
Approved _____ Disapproved _____ Director Approval _____ Date _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

SS-60-6B-10



The land and building which is proposed to be the licensed premises is (check one):
 Leased by Applicant (attach copy of deed or lease) Other (provide details) _____
 the land and building are not owned by Applicant, indicate the following:

A. Owner(s) Pine Wood Plaza Associates, Scott Hasday

B. Date and term of lease Term of lease will Run Thru August 2014

premises location is zoned (example C-1) Commercial
 premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at
 used location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

Distance from nearest church *(Property line of church to licensed premises—shortest distance).

s/feet 5 miles Name of church Christ Our Savior Lutheran Address/location of church 13 Elliott Backer Ln

 Distance from nearest school *(Property line of school to licensed premises—shortest distance).

s/feet 1.5 miles Name of school Moscow Valley High School Address/location of school St Camillo Grande Rd, Angel Fire, NM

Distance from military installation *(Property line of military installation to licensed premises—shortest distance).
220 miles Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior
 openings. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

The distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.
 Type of Operation:

Restaurant Package Grocery _____ Racetrack _____ Hotel _____ Other (specify) _____

Return this form to the Alcohol and Gaming Division, 2550 Cerrillos Road, Santa Fe, New Mexico 87505.

ALCOHOL & GAMING DIVISION
2550 CERRILLOS ROAD 87505
P.O. BOX 25101
SANTA FE, NEW MEXICO 87504-5101



POSTING CERTIFICATE
(ISSUANCE OF NEW LIQUOR LICENSES)

RESTAURANT (BEER/WINE ONLY) WHOLESALER: _____
 MASTER WINEGROWER WINEGROWER OFF-SITE: 1 2 3 (Circle)
 MASTER SMALL BREWER SMALL BREWER OFF-SITE: 1 2 (Circle)
 OTHER: _____

APPLICATION NUMBER: A-856268

APPLICANT NAME: HATCHA'S GRILL OF ANGEL FIRE, LLC

PROPOSED NAME: HATCHA'S GRILL OF ANGEL FIRE

PROPOSED LOCATION: 3453 MOUNTAIN VIEW BLVD., SUITE C & D, ANGEL FIRE, NM

I CERTIFY THAT I HAVE POSTED THE REQUIRED NOTICE OF LIQUOR LICENSE PURSUANT TO SECTION 60-6B-2, NMSA, AND FURTHER CERTIFY AS FOLLOWS:

1. LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: Angel Fire
2. LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: _____
3. DISTANCE FROM NEAREST CHURCH IS APPROXIMATELY: 3696 ft
NAME OF CHURCH IS: Angel Fire Baptist Church
4. DISTANCE FROM NEAREST SCHOOL IS APPROXIMATELY: 4752
NAME OF SCHOOL IS: Moreno Valley HS
5. DISTANCE FROM NEAREST MILITARY INSTALLATION IS: 161 miles

MILES

NAME OF INSTALLATION IS:

- KIRTLAND AIR FORCE BASE (ALBUQUERQUE)
 WHITE SANDS MISSILE RANGE (LAS CRUCES)
 HOLLOWMAN AIR FORCE BASE (ALAMOGORDO)
 CANNON AIR FORCE BASE (CLOVIS)

NOTICE POSTED ON: BUILDING BILLBOARD OTHER: _____

DATE POSTED: 6-25-13

EXPIRATION DATE: 6-14-13

[Signature]
APPLICANT'S SIGNATURE

[Signature]
S.I.D. SPECIAL AGENT

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: September 10, 2013

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve Resolution 2013-34, a Resolution to accept the Recycling and Illegal Dumping Grant in the amount of \$9,854 for a Used Oil Heater and an OCC & Paper Storage unit.

Background/Facts : The Village of Angel Fire and the Sustainability Committee applied for a grant to purchase a Used Oil Heater and purchase materials to build a carport with three sides to increase storage capacity for OCC & paper. The addition of this carport will protect the bales and used cooking oil containers from windblown rain, snow and birds. The heater will protect the workers and the machinery from bitter cold winter temperatures. Cost of the Used Oil Heater is \$6,339 with a \$1,000 in-kind from the Village and the storage area is \$3,515 plus \$800 in-kind from the Village. Cost of the heater and storage together is \$9,854 and total in-kind is \$1,800.

Alternatives: N/A

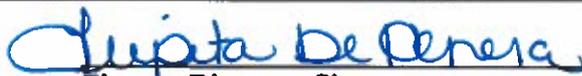
1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: yes no: N/A

Funding Source: Solid Waste Department

Finance Department Comments and Review:


Finance Directors Signature

2) **Attached Documents:** Resolution 2013-34 and copy of the Recycling and Illegal Dumping Grant

~~3)~~

4) **Staff's Recommended Motion:** Motion and Second to Approve Resolution 2013-34 for a Recycling and Illegal Dumping Grant in the amount of \$9,854 with in-kind in the amount of \$1,800.

5) Village Manager's Recommendation:

Approval: 3 Disapproval: _____ other: _____

Manager's Comments:

Signature: 

RESOLUTION NO. 2013-34

A Resolution to Accept the Recycling and Illegal Dumping Grant in the amount of \$9,854.

WHEREAS, the Village of Angel Fire and the New Mexico Environment Department, Solid Waste Bureau shall enter into a formal Grant Agreement;

WHEREAS, the total cost of the project will be \$11,654 to be funded in the following share by the parties hereto as follows:

A. New Mexico Environment Department \$9,854

and

B. The Village of Angel Fire's matching share \$1,800

TOTAL PROJECT COST IS \$11,654

The Village of Angel Fire shall pay all costs, which exceed the total amount of \$9,854.

WHEREAS, The Village of Angel Fire shall use the funds to purchase Used Oil Heater for the purpose of protecting employees and customers as well as machinery in the Solid Waste Building from bitter cold winter temperatures. Cost of this project will be \$6,339 plus \$1,000 in-kind.

WHEREAS, the Village of Angel Fire will use grant funds to build a carport with three sides to increase storage capacity for OCC and paper and to protect the bales and used cooking oil containers from windblown rain, snow and birds. Cost of this project will be \$3,515 plus \$800 in-kind.

Now therefore, be it resolved that the Village of Angel Fire determines, resolves, and orders as follows:

- A. That the project for this Grant Agreement is adopted and has a priority standing.
- B. The agreement terminates on June 30, 2014 and the Village of Angel Fire incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.
- C. The Village of Angel Fire shall enter into a Grant Agreement with the New Mexico Environment Department for fiscal year 2013-2014 for a Used Oil Heater and a OCC and Paper Storage Unit.

Barbara Cottam, Mayor

DATE

Terry Cordova, Village Clerk

DATE

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The parties agree that:

- A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.
- B. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after execution of this grant agreement and after a purchase order from NMED has been received by the GRANTEE.

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the project may exceed \$9,854 and, in such event, the GRANTEE shall contribute the difference between the total cost of the project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5(B) of this grant agreement.

ARTICLE 5 SCOPE OF WORK

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit "A", the Budget, attached as Exhibit "B", the Work Plan and Schedule, attached as Exhibit "C", if applicable, the Mechanism for Non-recurrence, attached as Exhibit "D", and the Work / Reimbursement Schedule, attached as Exhibit "E".

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) amendment of the grant agreement if necessary.

The GRANTEE shall submit quarterly reports to NMED. Quarterly reports shall:

1. be in narrative form and adequately summarize the quarter's project activities;
2. summarize the project's progress, status, and milestones;
3. include revised work plans or timelines as necessary;
4. include a description of any issues that may hinder timely completion of the project and proposed solutions;
5. include a discussion of future project activities;
6. Quarterly reports shall include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents.
7. Quarterly reports must include all reimbursement requests and written support documentation for purchases of services, goods and/or equipment received in each quarter.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this grant agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

A. Copies of all executed contracts that the GRANTEE entered into prior to this grant agreement and that are related to this project shall be submitted to NMED for review. If NMED determines that any such contract is invalid this grant agreement may be terminated by NMED upon written notification.

B. All purchases made using grant funds shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-21 thru 13-1-199 et al. The Grantee shall submit Procurement policy or ordinance documentation compliance must accompany all reimbursement requests. As allowed under section 13-1-98 (K), communities that have adopted a home rule charter may follow that specific local procurement policy. A copy of Grantee's local procurement policy shall be provided to NMED upon signature of the Grant Agreement. In the event that the Grantee's local procurement policy does not contain specifics of bidding procedures or source selection for procurement guidelines, the New Mexico Procurement Code shall prevail

C. Request for Proposals (RFP) for professional services and/or other services shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-21 et al., if applicable. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the hiring process used or that will be used and a copy of the RFP, if applicable, to NMED for review and approval prior to selecting professional services. If, for any one circumstance, professional fees will exceed \$50,000, excluding gross receipt taxes, the GRANTEE shall contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 881-1257, fax (505) 830-1670, and e-mail ptab@acecnm.org.)

D. Any pre-existing agreements for professional services that the GRANTEE proposes for use on the project shall be submitted to NMED for approval prior to any performance or expenditure, if deemed necessary by NMED.

E. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared by a registered New Mexico Professional Engineer.

F. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED's decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

G. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation

must be submitted during the same fiscal year as the costs are incurred (fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED no later than July 5, or as instructed by the grant administrator.

H. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for this project.

I. The project will not be considered complete until the work as defined in this grant agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted as any warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the project. Approval by NMED does not relieve the GRANTEE of any legal responsibilities.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

NMED shall have the right to inspect and audit all quote sheets, bids, proposals and contracts for compliance before any services, work or goods are received.

ARTICLE 8 OPERATIONS AND MAINTENANCE

The GRANTEE shall perform all operation and maintenance of the project.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this grant agreement is authorized prior to execution of this grant agreement.

B. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this grant agreement is authorized prior to receipt by NMED of a State Purchase Order.

C. For satisfactory performance of all work and services required under the terms of this grant agreement, NMED shall reimburse the GRANTEE for actual costs incurred, up to the limit set forth in Article 1. NMED shall reimburse the GRANTEE when NMED determines, at its sole discretion, that expenditures have been properly documented. Copies of all applicable paid vouchers shall be submitted to NMED with requests for reimbursement. All requests for

reimbursement shall be submitted using forms provided by NMED and shall be accompanied by appropriate supporting documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B). Failure to provide timely, periodic requests for reimbursement may result in forfeiture of grant funds or significant delay in payment. Payment will not be authorized for any reimbursement request submitted after the date specified in ARTICLE 6 – G of this grant agreement.

D. Interim payments will be made as the work progresses for properly prepared reimbursement requests. The GRANTEE shall prepare and certify requests for reimbursement for interim payments in the quarter that the services, goods or equipment was completed and received. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the signatory authority as designated in Article 21. A transmittal letter shall be included with each reimbursement request. All reimbursement requests shall be prepared and submitted using the NMED-approved format.

E. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion, which the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

F. When multiple funding sources are used to complete the project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

G. Any grant funds which remain unexpended after all conditions of this grant agreement have been satisfied will revert to the Recycling and Illegal Dumping Fund.

H. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

I. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the project is at least 90% complete. This amount may be withheld by NMED pending final project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the project by NMED. Final project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The project will not be considered complete until the work as defined in this grant agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

J. If grant funds are used for the purchase of used equipment, final payment will be made after approval by NMED of appraisal reports and equipment title for used equipment, if deemed necessary by NMED.

K. Upon project completion, final payment shall be made after the final inspection has been conducted by NMED and, if the GRANTEE has contracted or subcontracted with others, the following, unless waived by NMED, have been reviewed and approved by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority.
2. A certification of project acceptance prepared by the GRANTEE stating that work has been satisfactorily completed and all contractors have fulfilled all of the obligations required under the contract documents with the GRANTEE.
3. For contracts that exceed \$60,000 for contractor or subcontractor costs, a certification letter by the GRANTEE that the Labor Standards Contract Provisions have been met.
4. Complete and legally effective release or waivers (satisfactory to the GRANTEE), of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu of, and as approved by the GRANTEE, contractor(s) may furnish receipt or releases in full, and 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.
5. A written consent of the surety, if any, to final payment.
6. 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 is processed by NMED.

L. Upon project completion, final payment shall be made after a final report has been submitted to NMED. The final report shall include at least the following:

1. A narrative description of the project including photographs of the project, including before and after photographs if applicable.
2. A list of all major equipment and the cost of such equipment purchased under the terms of this grant agreement.
3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this grant agreement.
4. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this grant agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses, (including grant application preparation), costs of GRANTEE employees not directly employed in the Tire

Recycling Program, late fees, interest or penalties, and in accordance with Article 23, Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this grant agreement. The project site and GRANTEE facilities that are in any part the subject of this grant agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the agreement period and for a period of six (6) years from date of final payment. If, upon expiration or termination of this agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this grant agreement until such questions are resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts let by the GRANTEE and costs that are to be claimed for reimbursement.

ARTICLE 13 CERTIFICATION

By signing this grant agreement the GRANTEE gives assurance and certifies that:

- A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement.
- B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this grant agreement. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed grant agreement.
- C. The GRANTEE will provide all necessary qualified personnel, material, and facilities to implement the project described in this grant agreement.
- D. The GRANTEE will comply with federal, State and local regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this project.

- E. When real property, easement, or other right to use 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 title pertaining to such property, easement, or rights-of-way to NMED.
- F. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project assisted under this agreement. The GRANTEE will incorporate in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- G. Assistance from the State of New Mexico will be acknowledged on all project signs that acknowledge project funding sources. The project signs will include the name of the project, the name of the GRANTEE, total cost of the project and a listing of the financial participation by dollar amount from all sources.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE covenants that it will take affirmative action to ensure that the project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract entered into by the GRANTEE and its contractors.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this grant agreement. If GRANTEE is not in compliance with these requirements during the life of this grant agreement, GRANTEE agrees to take appropriate steps to correct any deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This grant agreement constitutes the entire and exclusive agreement between the GRANTEE and NMED with respect to the Project. This grant agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The

ARTICLE 19

GENERAL: LIABILITY

As between NMED and the Grantee, each party shall be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this grant agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 et seq., and any amendments thereto.

ARTICLE 20

NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s). The NMED Representative(s) are hereby authorized to sign and approve or deny any modification to exhibits "C" and "E" to this grant agreement. All other modifications to this grant agreement must be approved by the NMED Cabinet Secretary.

NMED REPRESENTATIVE(s)

Name: Tim Gray Phone: (505) 827-0129 E-mail address: tim.gray@state.nm.us
Address: 1190 Saint Francis Dr. # S2050, PO Box 5469, Santa Fe, New Mexico 87502-5469

NMED SIGNATORY AUTHORITY(s)

Name: Ryan Flynn, Cabinet Secretary Phone: (505) 827-2885
Address: 1190 Saint Francis Dr. # S2050, PO Box 5469, Santa Fe, New Mexico 87502

GRANTEE SIGNATORY AUTHORITY:

Name (Print)

Title (Print)

Signature

Date

GRANTEE Responsible Finance Officer:

Name (Print)

Title (Print)

Signature

Date

NMED: Chief Financial Officer

Vince Lithgow

Date

NMED: General Counsel

Jeffrey M. Kendall

Date

NMED: Cabinet Secretary

Ryan Flynn

Date

**EXHIBIT A
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - NON-TIRE GRANT #14NT-02

NAME OF GRANTEE: VILLAGE OF ANGEL FIRE

The New Mexico Environment Department shall use Recycling and Illegal Dumping Funds to reimburse the Village of Angel Fire for expenditures incurred for the purchase of a used oil heater and for a metal carport for storage of finished bales.

**EXHIBIT B
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - TIRE GRANT #14NT-02

NAME OF GRANTEE: VILLAGE OF ANGEL FIRE

CLASSIFICATION	NMED FUNDS	OTHER SOURCES	TOTAL
Professional Services			
Contractual Services			
Construction Costs		\$1,800	\$1,800
Transportation			
Equipment	\$9,854		\$9,854
Other Costs (Specify)			
Contingency			
TOTAL:	\$9,854	\$1,800	\$11,654

Specify Other Costs Noted Above	
Identify Sources of Other Funds or Services Including In-Kind Match	In-Kind provided by the Village of Angel Fire for the construction and installation needed.

**EXHIBIT C
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - TIRE GRANT #14NT-02

NAME OF GRANTEE: VILLAGE OF ANGEL FIRE

ITEM	YEAR 2013												YEAR 2014											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Get Quotes for used oil heater and for carport										X														
Purchase used oil heater												X												
Purchase carport for bale storage												X												

**EXHIBIT D
MECHANISMS FOR NON-RECURRENCE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - TIRE GRANT #14NT-02

NAME OF GRANTEE: VILLAGE OF ANGEL FIRE

N/A

**EXHIBIT E
WORK / REIMBURSEMENT REQUEST SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - TIRE GRANT #14NT-02

NAME OF GRANTEE: VILLAGE OF ANGEL FIRE

3 MONTH REPORTING PERIOD	1st THREE MONTH PERIOD	2nd THREE MONTH PERIOD	3rd THREE MONTH PERIOD	4th THREE MONTH PERIOD
	July-Sept	Oct-Dec	Jan-March	April-June
TASKS EXPECTED TO BE COMPLETED DURING PERIOD	-Finalize contract -Get quotes for purchases	-Get Quotes for purchases -Purchase used oil heater -Purchase carport for bale storage		
EXPECTED STATUS OF TASKS PROPOSED TO BE IN PROGRESS DURING PERIOD (list all applicable)				
AMOUNT OF FUNDS ESTIMATED TO BE EXPENDED DURING PERIOD	\$0	\$9,854		

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: September 10, 2013

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve Resolution 2013-35, a Resolution to accept the New Mexico Clean & Beautiful Grant in the amount of \$3,300 for FY 2013-2014 to be used for beautification and litter eradication.

Background/Facts : The Village of Angel Fire applied for the NM Clean & Beautiful grant and received \$3,300 to be used for beautification of Village Hall, the median on North Angel Fire Road, Fire Station 1 and the Community Center as well as for a spring and fall clean-up day. The grant requires a 25% match, \$825, which can be in-kind.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: X yes no

Funding Source: New Mexico Clean & Beautiful

Finance Department Comments and Review:


Finance Directors Signature

2) **Attached Documents:** Two Litter Control and Beautification Grant Agreements

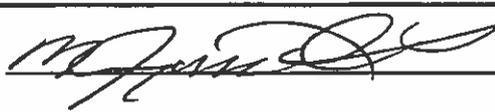
3) **Staff's Recommended Motion:** Motion and Second to approve the New Mexico Clean & Beautiful Grant in the amount of \$3,300 with an in-kind match of \$825.

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

Approval:  **Disapproval:** _____ **other:** _____

Manager's Comments:

In-kind match will be labor & equipment -

Signature: 

RESOLUTION NO. 2013-35

A Resolution to Participate in the FY 2013-2014 New Mexico Clean & Beautiful Grant Program to be used for Litter Eradication and Beautification.

WHEREAS, the Village of Angel Fire and New Mexico Clean & Beautiful shall enter into a Grant Agreement;

WHEREAS, the total cost of the project will not exceed **\$4,125** to be funded in proportional share by the parties hereto as follows:

A. New Mexico Clean & Beautiful's share shall be **\$3,300**

and

B. The Village of Angel Fire's matching share of 25% shall be **\$825**

TOTAL PROJECT COST IS **\$4,125**

The Village of Angel Fire shall pay all costs, which exceed the total amount of **\$4,125**

WHEREAS, the match for the Village of Angel Fire can be an in-kind match.

WHEREAS, the Village of Angel Fire will use the funds for litter eradication (clean-up days) and beautification of Village properties.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Village of Angel Fire determines, resolves, and orders as follows:

- A. That the Grant Agreement is adopted for Fiscal Year 2013/2014.
- B. The agreement terminates on June 30, 2014 and the Village of Angel Fire incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.
- C. The Village of Angel Fire shall enter into a Grant Agreement with the New Mexico Clean & Beautiful for Fiscal Year 2013-2014 for litter eradication and beautification of Village properties.

PASSED, ADOPTED AND APPROVED THIS 10th day of September, 2013.

Barbara Cottam, Mayor

DATE

Attest:

Terry Cordova, Village Clerk

DATE

**LITTER CONTROL & BEAUTIFICATION
GRANT AGREEMENT**

THIS AGREEMENT made and entered into the date of last signature by a party below by and between the STATE OF NEW MEXICO, NEW MEXICO TOURISM DEPARTMENT, hereinafter referred to as "Department" and the Village of Angel Fire, hereinafter referred to as "Public Entity".

RECITALS

WHEREAS, the purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, §§ 67-16-1 to -14 (1985, as amended through 2001), hereinafter referred to as the "Act," is to control litter by authorizing Department to eliminate litter from the State to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

WHEREAS, Section 67-16-12(B)(3) of the Act provides that Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local keep America beautiful system programs;

WHEREAS, Section 67-16-12(B)(4) of the Act provides that Department may allocate up to sixty percent (60%) of fees generated annual to local governments to establish a youth employment program to aid in litter control and beautification projects;

WHEREAS, Public Entity is a local government; and

WHEREAS, the parties hereto intend to dedicate funds generated by the Act as described in this Agreement to fulfill the requirements of the Act.

NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to the Act, the parties agree as follows:

SECTION ONE - DEPARTMENT AGREES:

Upon its approval of Public Entity's grant application for program resources funds and/or youth employment funds:

1. To allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of \$ \$3,300.00 for Public Entity to establish or sustain a local keep America beautiful system program, pursuant to Section 67-16-12(B)(3) of the Act; and/or to fund a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12(B)(4) of the Act; and as stipulated by the attached Exhibit 1, Grant Award Distribution, which is incorporated herein. The Department shall accomplish its responsibilities under this SECTION ONE and SECTION THREE and the

Public Entity shall accomplish its responsibilities under SECTION TWO and SECTION THREE as provided in Exhibit 1 attached hereto.

2. To reimburse funds on a quarterly basis. For the purpose of this Agreement, quarters are designated as: July through September; October through December; January through March; and April through June.

3. To review the Public Entity's written requests to reallocate funds from the program resources allocation to the youth employment allocation, based on the need to support local youth interests.

4. To review the Public Entity's written requests to reallocate funds from the youth employment allocation to the program resources allocation, based on the need to implement programs and projects.

5. To affect the funds reallocations and budget adjustments permitted by this SECTION ONE to Exhibit 1 pursuant to SECTION TWO administratively and to confirm such reallocations in writing or electronically

SECTION TWO - PUBLIC ENTITY AGREES:

1. To perform and complete the Litter Control, Graffiti, Beautification, Recycling, and related community programs and tasks as agreed upon by both parties, in furtherance of the statewide keep America beautiful system programs, pursuant to the Act, as agreed upon by both parties, and as further set forth in Exhibit 1 attached hereto, which is hereby incorporated herein by this reference and made a part of this Agreement as though set forth herein in full.

2. To perform the Litter Control, Beautification programs, or youth employment program specified in Exhibit 1, in substantial compliance as specified herein and according to instructions provided by Department.

3. To commence performance of Litter Control, Graffiti, Beautification, Recycling, and related community programs and to continue performing the same with due diligence and progress as to each of all components of the comprehensive program and described tasks.

4. To spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Department.

5. To request reimbursement on or before the fifteenth (15th) calendar day after the end of each quarter, except for the fourth quarter ending June thirtieth (30th). Public Entity must submit its final requests for reimbursement for the fourth quarter no later than the tenth (10th) day after the end of that quarter, July tenth (10th).

6. To include *at least* the following in its requests for reimbursement to Department:

- a. A detailed accounting of expenditures of all funds allocated and paid herein by line item;
 - b. Copies of detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any) necessary to perform the programs;
 - c. Copies of the payroll for youth employees; and
 - d. Such other information as may be required by Department.
7. To expend funds allocated under this agreement on items of equipment, projects, promotional programs, services, and other matters, only if they are related to litter prevention, elimination, control programs, and beautification.
8. To make reallocation requests in writing to Department.
9. To keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to Department on or before the tenth (10th) day after the end of the fourth quarter.
10. To include at least the following in its performance report:
- a. An accounting of expenditures of all funds allocated and paid herein by line item;
 - b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement under the Act and for no other purpose;
 - c. A detailed summary of accomplishments towards the objectives and goals of the program;
 - d. Any other information necessary to explain the program accomplishments; and
 - e. Such other information as may be required by Department.
11. To use equipment purchased in whole or part with funds allocated and paid under this Agreement only for the anti-litter and beautification purposes required by the Act.
12. That it shall not assign or transfer any interest in this Agreement and shall not assign any claims or money due or that may become due under this Agreement.
13. That it shall not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of Department.
14. To maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken and understands that these records shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor. Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive illegal payment.

15. That it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or service required of it under this Agreement.

16. To release Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement upon final payment of the amount due under this Agreement.

17. To never purport to bind the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

SECTION THREE – BOTH PARTIES AGREE:

1. To strictly adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule (as amended) for grant approval, allocation, and reporting.

2. That Department will not disburse grant monies until Public Entity submits proper written documentation of its expenditures.

3. That Public Entity's requests for reallocation of funds are not valid without Department's prior written approval and that reallocations of funds are not a formal amendment to this Agreement, provided Department does not increase Public Entity's allocation.

4. That Public Entity's illegal or unauthorized expenditures under this agreement shall constitute a debt to the State of New Mexico, owed by Public Entity, its successors, or assigns. In the case of such debt, parties agree that Department may elect to withhold or recover allocations from Public Entity, its successors, or assignees by appropriate legal action.

5. That direct costs of travel or per diem incurred by Public Entity shall be the sole responsibility of Public Entity, unless Public Entity proposes and requests direct and separate travel reimbursement and Department gives advance approval in writing.

6. That equipment purchased through the grants described in this Agreement that has a service life longer than this Agreement shall be used for agreement purposes for length of that service life. Before Department reimburses Public Entity's expenses for such equipment, the parties shall agree and specify its expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

7. That Public Entity's failure to adhere to these requirements will result in a

penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter.

8. That Public Entity's records, detailing date, time, and nature of services rendered and the progress of programs undertaken shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor and that Department shall have the right to audit billings both before and after payment.

9. That payment under this Agreement shall not foreclose the right of Department to recover excessive illegal payment.

SECTION FOUR – AMENDMENT:

This Agreement shall not be altered, changed or amended except by a written instrument, executed by both parties.

SECTION FIVE–DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

Department reserves the right to expend funds under this Agreement until such time as they are budgeted, appropriated by the legislature, and approved for expenditure by Department. Department's decision as to whether funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – INDEPENDENT CONTRACTOR:

Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

SECTION SEVEN – TERM and TERMINATION:

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on June 30, 2014, unless terminated pursuant to the following paragraphs of this SECTION.

2. Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or if Public Entity does not comply with restrictions on its expenditures.

3. Either party may cancel this Agreement with thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION EIGHT – INTEGRATION:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION NINE – PUBLIC ENTITY’S ACQUIRED PROPERTY:

If upon termination or expiration of this Agreement Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall account for the same and dispose of it as directed by Department.

SECTION TEN – CONTROLLING LAW:

The laws of the State of New Mexico shall govern this Agreement. The parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

SECTION ELEVEN – UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance allocated by Department under this Agreement shall revert to Department.

SECTION TWELVE – INTENT OF AGREEMENT:

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION THIRTEEN – NEW MEXICO TORT CLAIMS ACT:

By entering into this Agreement, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -14 (1985, as amended through 2002). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties’ liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its “public employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto.

SECTION FIFTEEN – EQUAL OPPORTUNITY COMPLIANCE:

Public Entity agrees to abide by all federal and state laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION SIXTEEN – CIVIL RIGHTS LAWS AND REGULATION COMPLIANCE:

Department and Public Entity shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Department and Public Entity further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act. IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below specified.

New Mexico Tourism Department
"DEPARTMENT"

By: _____
Monique Jacobson, Cabinet Secretary

Date: _____

"Public Entity"

By: _____

Date: _____

Title: _____

As to form and legal sufficiency

By: _____
Erin K. McSherry, Legal Counsel

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: 10 September 2013
TO: Mayor & Council
FROM: Mark Rivera, Community Development Director
SUBJECT: 2015-2019 ICIP

Background/Facts: The ICIP (Infrastructure Capital Improvement Plan) is a volunteer program administered by the Local Government Division of the NM Department of Finance and Administration to assist municipalities, counties, and other local governments in forecasting their future capital needs. The Local Government Division has been encouraging the legislature and the governor to use the ICIP as a reference when allocating their discretionary funds and responding to funding requests.

1. **Alternatives:**
A. Modify this resolution.
B. Adopt this resolution as presented.
C. Reject this resolution.

2. **Financial Impact and Review:**

Financial Impact: no fiscal impact 
Budgeted Item: yes: X no: Funding Source: Future Fiscal Budgets

Finance Department Comments and Review: _____

3. **Attached Documents:**
a. Resolution
b. ICIP Summary
c. ICIP Project Descriptions

4. **Staff's Recommended Motion:** Move and second to adopt this resolution to approve the 2015-2019 ICIP.

5. **Village Administrator Recommendation:**

Approval:  Disapproval: _____ other: _____



Village Administrator Signature

RESOLUTION NO. 2013-36

A RESOLUTION ADOPTING THE 2015-2019 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE VILLAGE OF ANGEL FIRE, NM

WHEREAS, the Village of Angel Fire recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW THEREFORE BE IT RESOLVED by the Village of Angel Fire that:

1. The Village of Angel Fire has adopted the attached Infrastructure Capital Improvements Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED AND ADOPTED by the Angel Fire Village Council on the 10th day of September, 2013.

Mayor Barbara Cottam

ATTEST:

Terry Cordova, Village Clerk

Infrastructure Capital Improvement Plan FY 2015-2019

ICIP for Angel Fire

Contact:	Mark Rivera P.O. Box 610 Angel Fire, NM 87710	Telephone No.:	505-377-1389
COG District:	2	Fax:	505-377-3280
Entity Type:	MU	Email Address:	mriviera@angelfiren.m.gov
Is entity required to report to the NM State Auditor's Office?:			Yes
Current Audit opinion:	Qualified	Fiscal year for opinion:	2010
Tiered System Reporting?:	N/A	Tiered Number:	
Findings for Tiers 3-6:		FY for these findings:	2010
Is entity required to submit budgets/quarterly reports to LGD?:			Yes
Fiscal Year for the most current budget approved by LGD:			2014
Current report to LGD /Year:	2013	Current report to LGD / Qtr:	4
Does entity have an asset management plan/inventory listing?:			N/A

Project Priority Process

Priority process is done every five years with the Angel Fire Comprehensive Plan Update and supported with Village Council work sessions held each summer with public input to go over the previous year's ICIP to update it by removing completed projects, re-prioritize ongoing projects and add new projects. This is done in the context of the Comprehensive Plan goals.

Capital Improvement Goals

The Village's primary Economic Development Goal is to make the Village a four-season destination. Promote alternative clean energy sources to take advantage of our abundant, high altitude sunshine and consistent winds. One of the impediments that the Village continues to face is workforce housing.

Nature/Effect/Options/Recommendations of Trends

Angel Fire, as a recreation and second home community is still struggling with the recession. Municipal workforce has shrunk 33% from 75 employees in 2008 to 50 in 2012 via attrition and the elimination of positions. New, second home construction is down significantly. We are seeing an increase of remodels and additions. Climate change is also of concern as Angel Fire depends on snow to drive the winter economy. Drought also threatens the forest health. It is recommended that Angel Fire partner with the State of New Mexico to make Angel Fire a premier recreation destination.

Infrastructure Capital Improvement Plan FY 2015-2019

Angel Fire Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2015	2016	2017	2018	2019	Total Project Cost	Amount Not Yet Funded	Phases
23959	2015	001	Wastewater Plant Upgrade	Wastewater	0	610,000	0	0	0	0	610,000	610,000	No
15919	2015	002	Village Water Tank Repair	Water Supply	100,000	850,000	0	900,000	0	0	1,850,000	1,750,000	Yes
15829	2015	003	Extend Sewer System	Wastewater	0	3,350,000	0	0	0	0	3,350,000	3,350,000	No
15057	2015	004	SCADA (Supervisory Control And Data Acquisition)	Water Supply	0	300,000	0	0	0	0	300,000	300,000	No
15950	2015	005	Storm Drain Master Plan	Storm/Surface Water Control	0	130,000	500,000	500,000	0	0	1,130,000	1,130,000	No
10995	2015	006	Regional Recycle Center Addition / Repair	Solid Waste	0	60,000	800,000	0	0	0	860,000	860,000	No
12964	2015	007	Street Improvements	Highways/Roads/Streets/Bridges	0	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	No
15927	2015	008	Water Rights Acquisition	Water Rights	0	500,000	0	0	0	0	500,000	500,000	No
20965	2015	009	MUTCD Sign Replacement Program	Highways/Roads/Streets/Bridges	0	20,000	10,000	10,000	0	0	40,000	40,000	Yes
27828	2015	010	Pedestrian Trails	Economic Development	0	27,000	50,000	0	0	0	77,000	77,000	No
12928	2016	001	Replace Gym Floor	Cultural Facilities	0	0	50,000	0	0	0	50,000	50,000	No
17325	2016	002	Drill New NW Well/Storage Tank	Water Supply	0	0	50,000	30,000	1,250,000	0	1,330,000	1,330,000	Yes
26276	2016	003	Workforce Housing	Housing-Related Cap Infra	0	0	195,000	1,000,000	1,000,000	0	2,195,000	2,195,000	No
11342	2016	004	Completion of Sports Complex, Phase One	Economic Development	1,600,000	0	300,000	0	0	0	1,900,000	300,000	No
10958	2016	005	Replace Type 6 Wildland Truck	Fus	0	0	200,000	0	0	0	200,000	200,000	No

Infrastructure Capital Improvement Plan FY 2015-2019

Year	Project ID	Project Name	Category	2015	2016	2017	2018	2019	Total	Funded	Not Funded
2016	006	Replace Rescue Vehicle	Public Safety Equipment/Bldgs	0	430,000	0	0	0	430,000	430,000	0
2016	007	Wireless Communication System, Phase 1	Public Safety Equipment/Bldgs	0	80,000	0	0	0	80,000	80,000	0
2017	001	Plaza del Sol	Highways/Roads/Streets/Bridges	0	0	1,100,000	0	0	1,100,000	1,100,000	0
2017	002	Angel Fire Sports Complex / Phase 2	Public Parks (local)	0	0	75,000	1,800,000	0	1,875,000	1,875,000	0
2017	003	Public Safety Building / Plaza del Sol	Public Safety Equipment/Bldgs	0	0	4,000,000	0	0	4,000,000	4,000,000	0
2017	004	West Side Country Club Area Water Well Water Supply	Water	0	0	110,000	1,000,000	50,000	1,160,000	1,160,000	0
2017	005	Water Re-Use Project	Wastewater	0	0	2,055,000	0	0	2,055,000	2,055,000	0
2017	006	Mobile Home Estates Sewer Line	Wastewater	0	0	207,000	0	0	207,000	207,000	0

Number of projects:	23	Year 1:	6,047,000	Year 2:	2,865,000	Year 3:	10,187,000	Year 4:	5,250,000	Year 5:	250,000	Total Project Cost:	26,299,000	Total Not Yet Funded:	24,599,000
Funded to date:	1,700,000														

Infrastructure Capital Improvement Plan FY 2015-2019

ICIP Capital Project Description

Year/Rank: 2015 001 **ID:** 23959
Project Title: Wastewater Plant Upgrade **Colonias?** No
Legislative Language: To renovate and equip and construct improvements to the wastewater treatment plant in Angel Fire, NM. **Category:** Wastewater
Description: The EPA is tightening the rules regarding the discharge of nitrates and phosphorus levels that will be beyond the Village's ability to finance upgrades. Upgrades include wall mounted basin
 submersible mixers, mixer controls and new system controls. Budget equipment cost is \$180k and \$40k for electrical services. Upgrade of Ultra violet Disinfection \$220k. Cold climate bar screen
 replacement \$175k. To date, no equipment has been purchased to meet the new EPA standards. **Date of Order:** 1/10/2010
Does the project have 10 or more years of actual use? Yes **Is the project necessary to address population growth?** Yes
Has the land and all necessary easement or rights of way been acquired to complete the project? Yes
Street/Waterline Project (Name the streets, if applicable, and/or specific areas that will be affected.) Yes
Location: 70 Darrell Benjamin Drive Angel Fire NM 87710 **Longitude:** 105170834W
Is the project necessary to eliminate potential or actual issue(s) in: **Liability?** No **Other?** No
Is this project required by Federal, State or Judicial mandate? Yes **Date of Order:** 1/10/2010
Is this project tied to another funding source as a match component? No
Has this project received previous legislative funding? No

Amount Funded
 0
 0
 0
 0

Funded to Date:	Sources	Amount	Secured Funds?
		0	No
	Other	0	No
Total Funded To Date		0	

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2015	2016	2017	2018	
Water Rights	N/A	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0
Construction	No	0	90,000	0	0	0	90,000
Furnishing/Equipment	No	0	520,000	0	0	0	520,000
TOTALS		0	610,000	0	0	0	610,000
			Amount Not Yet Funded				
			610,000				

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wir Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Future Potential Funding Sources you will seek to complete this project
 Potential Funding Sources

	Amount	Applied for?
F1	0	No
F2	550,000	Yes
F3	0	No
F4	0	No
F5	0	No
Other	0	No

Will this project promote economic development? Yes If yes, will it: No Create Jobs
 Yes Retain Jobs
 No Attract New Business

List the number of direct project beneficiaries: 8000
 Is this a Regional or Statewide project? Neither If Regional, areas affected or that will benefit:
 The entities who will assume the following responsibilities related to this project: Own: Village of Angel Fire
 Operate: Village of Angel Fire
 Fiscal Agent: Village of Angel Fire

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes
 If not, reason why not:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,000	3,000	0	0	3,000	9,000
Annual Operating Revenues	0	0	0	0	0	0
Will the project produce operating savings or efficiencies resulting in a reduction in net operating costs? If yes, approximate estimated savings per year in \$			N/A			

If yes, approximate estimated savings per year in \$ 0
 House District: 40-Salazar Senate District: 8- County: 05-Colfax
 Legislators that are in support of this project: Nick Salazar Pete Campus

Infrastructure Capital Improvement Plan FY 2015-2019

ICIP Capital Project Description

Year/Rank 2015 002 **ID:**15919
Project Title: Village Water Tank Repair **Project Type:** Renovate/Repair **Category:** Water Supply **Colonias?** No
Legislative Language: Repair and refurbish existing water storage tanks in Angel Fire, NM.
Description: Repair water storage tanks. Phase 1: tanks #1, 2, 3, 4, 6, and B. Phase 2: 5, 7, 9, & 10 water tank. These are all old tanks, 20 years or older and are in need of repair and refurbishing. These tanks have been inspected with underwater remote cameras. Tanks have developed pockets of oxidation that have to be removed. Tanks have to be emptied, walls scraped, filled with epoxy and completely recoated. Repairs have to occur in warm summer months.

Does the project have 10 or more years of actual use? Yes **Is the project necessary to address population growth?** Yes
Has the land and all necessary easement or rights of way been acquired to complete the project? N/A
Street/Waterline Project (Name the streets, if applicable, and/or specific areas that will be affected.)

Location: All of the subject water tanks are not located away from public streets, sitting on easements on the back portion of lots generally located above 10,000 ft. elevation
 3388 Mountain View Angel Fire NM 87710 **Latitude:** 36220382N **Longitude:** 105161516W
Is the project necessary to eliminate potential or actual issue(s) in: **Health?** Yes **Safety?** Yes **Liability?** No **Other?** No
Is this project required by Federal, State or Judicial mandate? No **Issued by** **Date of Order:**
Is this project tied to another funding source as a match component? No **Funding source:**
Has this project received previous legislative funding? No **Year Funded** **Amount Funded**
 0
 0
 0
 0

Funded to Date:		Amount	Secured Funds?
Sources	LFUNDS	100,000	Yes
		0	No
	Other	0	No
Total Funded To Date		100,000	

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					2019 Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	Yes	100,000	0	0	0	0	0	100,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	850,000	0	0	900,000	0	1,750,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		100,000	850,000	0	900,000	0	0	1,850,000
		Amount Not Yet Funded	1,750,000					

Can this project be phased? **Yes**

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wr Rights, Easements, Acq)	# Nos to Complete
1	850,000	No	No	No	Yes	No	5
2	900,000	No	No	No	Yes	No	5
3	0	No	No	No	Yes	No	0
4	0	No	No	No	Yes	No	0
5	0	No	No	No	No	No	0
TOTAL	1,750,000						

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Future Potential Funding Sources you will seek to complete this project
 Potential Funding Sources

	Amount	Applied for?
F1	0	No
F2	850,000	Yes
F3	0	No
F4	0	No
F5	0	No
Other	0	No

SGRANT

Will this project promote economic development? No If yes, will it:
 No Create Jobs
 No Retain Jobs
 No Attract New Business

List the number of direct project beneficiaries: 8000
 Is this a Regional or Statewide project? Neither If Regional, areas affected or that will benefit:
 The entities who will assume the following responsibilities related to this project:

Own: Village of Angel Fire
 Operate: Village of Angel Fire
 Fiscal Agent: Village of Angel Fire

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes
 If not, reason why not:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	1,500	1,500	1,500	1,800	1,800	8,100
Annual Operating Revenues	0	0	0	0	0	0
Will the project produce operating savings or efficiencies resulting in a reduction in net operating costs? If yes, approximate estimated savings per year in \$			N/A			

House District: 40-Salazar Senate District: 8- County: 05-Colfax
 Legislators that are in support of this project: Nick Salazar Pete Compos

Infrastructure Capital Improvement Plan FY 2015-2019

ICIP Capital Project Description

Year/Rank 2015 003 ID:15829
Project Title: Extend Sewer System Category: Wastewater
Legislative Language: To design and construct extension of a primary interceptor sewer line in Angel Fire, NM Colonias? No
Description: To extend a major wastewater interceptor approximately two and one half miles. This interceptor will connect an existing subdivision, Valley of the Utes to the existing wastewater system.
Does the project have 10 or more years of actual use? Yes Is the project necessary to address population growth? Yes
Has the land and all necessary easement or rights of way been acquired to complete the project? Yes
Street/Waterline Project (Name the streets, if applicable, and/or specific areas that will be affected.)
Location: 3388 Mountain View Angel Fire NM 87710 Latitude: 36230338N Longitude: 105170834W
Is the project necessary to eliminate potential or actual issue(s) in: **Health? Yes** Safety? No Liability? No Other? No
Is this project required by Federal, State or Judicial mandate? No Date of Order:
Is this project tied to another funding source as a match component? No Amount Funded
Has this project received previous legislative funding? No 0
0
0
0

Funded to Date:	Sources	Amount	Secured Funds?
		0	No
	Other	0	No
Total Funded To Date		0	

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	100,000	0	0	0	0	100,000
Construction	No	0	3,250,000	0	0	0	0	3,250,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	3,350,000	0	0	0	0	3,350,000

Amount Not Yet Funded: 3,350,000

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wr Rights, Easements, Acq)	# Mas to Complete
1	0	No	No	No	No	No	4
2	0	No	No	No	No	No	6
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr/Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	300,000	0	0	0	0	300,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	300,000	0	0	0	0	300,000

Amount Not Yet Funded 300,000

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category:

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wir Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0	No	No	No	No	No	0

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Future Potential Funding Sources you will seek to complete this project
 Potential Funding Sources

	Amount	Applied for?
F1 CAP	300,000	No
F2	0	No
F3	0	No
F4	0	No
F5	0	No
Other	0	No

Will this project promote economic development? Yes If yes, will it:
 Yes Create Jobs
 No Retain Jobs
 Yes Attract New Business

List the number of direct project beneficiaries: 8000

is this a Regional or Statewide project? Neither

The entities who will assume the following responsibilities related to this project:
 Own: Villages of Angel Fire
 Operate: Villages of Angel Fire
 Fiscal Agent: Villages of Angel Fire

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes
 If not, reason why not:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	1,000	1,000	1,300	1,300	1,300	5,900
Annual Operating Revenues	0	0	0	0	0	0
Will the project produce operating savings or efficiencies resulting in a reduction in net operating costs? If yes, approximate estimated savings per year in \$			N/A			

House District: 40-Salazar Senate District: 8- County: 05-Colfax
 Legislators that are in support of this project: Nick Salazar Pat Campos

Infrastructure Capital Improvement Plan FY 2015-2019

Capital Outlay Project Information

Project Budget	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2015	2016	2017	2018	2019	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	30,000	0	0	0	0	30,000
Design (Engr-/Arch.)	No	0	100,000	0	0	0	0	100,000
Construction	No	0	0	500,000	500,000	0	0	1,000,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		0	130,000	500,000	500,000	0	0	1,130,000
			Amount Not Yet Funded					
			1,130,000					

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	30,000	Yes	No	No	No	No	6
2	100,000	No	Yes	No	No	No	6
3	500,000	No	No	Yes	No	No	6
4	500,000	No	No	Yes	No	No	0
5	0	No	No	No	No	No	0
TOTAL	1,130,000						

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: September 10, 2013

TO: Mayor / Council and Village Administrator

FROM: Fire Department

SUBJECT: Approval to submit an application for the Volunteer Fire Assistance (VFA) grant for the purchase of Personal Protective equipment (PPE) and wildland fire suppression equipment. This grant is in the amount of \$17,796.23 with a \$1,866.25 match for a total of \$18,662.48.

Background/Facts : The New Mexico Energy, Minerals and Natural Resources Department is providing up to \$20,000(a 10% match is required) for equipment projects for wildland fire fighting. AFFD is in need of PPE (clothing) and equipment such as hose, tools and fire shelter shelters.

Alternatives: Purchase the required materials and equipment over time with County excise tax money or Fire Funds.

1) **Financial Impact and Review:**

Financial Impact: Will alleviate financial burden to our funding sources while replacing worn equipment and providing proper protective equipment.

Budgeted Item: yes no: Currently not

Funding Source: Fire fund

Finance Department Comments and Review:


Finance Directors Signature

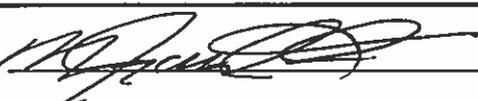
2) **Attached Documents:** Grant Application. Material lists

3) **Staff's Recommended Motion:** Motion and Second

4) **Village Administrator Recommendation:**

Approval:  Disapproval: _____ other: _____

Administrator's Comments:

Signature: 

APPLICATION PACKET

Cooperative Fire Assistance through support from the USDA Forest Service

Volunteer Fire Assistance Application Guidelines

I. General Description

The New Mexico Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Division) is now accepting Applications (Attachment 1) for the Volunteer Fire Assistance Program (VFA). This VFA grant is provided through emergency funds made available by the U.S. Department of Agriculture, Forest Service (Forest Service) to protect communities from catastrophic wildland fire. Grant funding focuses primarily on wildland fire objectives including: 1) wildland fire training; 2) equipping with wildland fire equipment; 3) organizing rural fire departments for wildland fire response; and 4) wildland fire prevention. Structural firefighting objectives are a lower priority, but EMNRD may consider them if benefit from these projects will carry over into wildland objectives.

EMNRD will give higher priority to projects that enhance local governmental entities' capabilities to safely respond to and manage wildland fires through the response of their rural/volunteer fire departments; focusing on the wildland objectives described above. EMNRD may also give consideration to structural fire objectives showcasing a regional benefit, though this will be given a lower priority.

II. VFA Eligibility

Eligible Applicants are municipalities, counties, or tribes or pueblos that service rural communities with less than 10,000 people and who can provide 10% cost-share match. Each Application must include a narrative of the proposed project's wildland objective and how this project will benefit these communities. Applicants who follow the National Incident Management System – Incident Command System (NIMS ICS) in day-to-day operations will receive higher scores than those who do not.

III. VFA Agreements and Cost-Sharing

Each VFA grant recipient must provide a cost-share of 10 percent. In-kind contributions are accepted by VFA program guidelines at a general rate of \$21.60 per hour. All projects must be completed by December 31, 2014. Federal funds cannot be used as the 10 percent match. The VFA recipient is required to use state or local funds for the required match.

IV. Uses of VFA Grant

The primary focus of VFA funding is to strengthen a local government's capability to organize and respond to wildland fire. Examples include:

- funding fire prevention projects that reduce the number of human caused fires and protect the public. Possible prevention projects include defensible space workshops, development of debris burning permit system, or adoption of wildland urban-interface ordinances;

- projects that provide for the purchase of wildland fire equipment;
- wildland fire training; and
- hiring of a wildland coordinator to work with departments to set up wildland fire training, track wildland fire qualifications, and develop interagency agreements such as the New Mexico Resource Mobilization Plan.

VFA cost-share rates may vary depending on allotted funding from the Forest Service. The maximum grant amount for equipment projects is \$20,000 and the maximum grant amount for prevention and organizational projects is \$24,999.

V. Criteria and Contract Award

The Forestry Division shall rate Applications based on the criteria contained in Attachment 1. Successful Applicants shall enter into either a Grant Award Agreement (Attachment 2), or Governmental Services Agreement (Attachment 3), depending on project type, for the expenditure of the VFA funds.

VI. Response Contents and Due Date

Potential Applicants shall submit one original and four copies of the completed Application to the address below, no later than 5 p.m., September 20, 2013. Applications sent by mail must be physically received at EMNRD by 5 p.m. on September 20, 2013. Applications sent by e-mail or fax will not be accepted

Xavier Anderson
EMNRD - Forestry Division
1220 S. St. Francis Drive, Santa Fe, N.M., 87505
Telephone: (505) 476-3348.

Note: Attachments 2 and 3 are provided as examples only; Applicants do not need to fill in or return Attachments 2 or 3.

**Attachment 1
Assistance (VFA) Grant Application
Federal Fiscal Year 2013**

Applicant Name (Municipality, County, Tribe, or Pueblo): Angel Fire Fire Department		County: Colfax	
Applicant Mailing Address: PO Box 610 Angel Fire, NM 87710			
Telephone: 575-377-3347	Fax: 575-377-6098	E-mail: abertges@angelfiren.m.gov	
Local Government Federal Tax Identification Number: 85-0346751			
Local Government State Identification Number (CRS): 02-059436-004-4			
Fire Department's DUNS#: 8327221195 (Required of all federal financial assistance applicants effective Oct. 2003. Obtain at http://smallbusiness.dnb.com/ or by calling 800-333-0505)			
Is your fire department or your fiscal representative registered at Central Contractor's Registration (CCR)? <input checked="" type="checkbox"/> Yes (Registrations <i>MUST</i> be updated through the website every year or you become inactive. Please check your status.) <input type="checkbox"/> No (If no, please go to www.ccr.gov to complete required registration. No assistance can be provided without CCR registration.)			
Rural Fire Department Name: Angel Fire Fire Department			
Mailing Address: PO Box 610 Angel Fire, NM 87710		Contact Person: Andrew Bertges	
Telephone: 575-377-3347	Fax: 575-377-6098	E-mail: abertges@angelfiren.m.gov	
Grant Amount Requested		\$ 17,796.23	
Local Government Match		\$ 1866.25	
Total Project Costs		\$ 18,662.48	
1. Is your community population under 10,000? (Check one) Yes <input checked="" type="checkbox"/> (proceed to item 2 below) No <input type="checkbox"/> (Applicant does not qualify for VFA)			
2. Which category best describes your project? (Check one)			
A. Training <input type="checkbox"/>	B. Equipment <input checked="" type="checkbox"/>	C. Organizing <input type="checkbox"/>	D. Prevention (VFA only) <input type="checkbox"/>
3. Do you currently have a cooperative agreement with the Energy, Minerals and Natural Resources Department, Forestry Division? (Check One) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
If No, do you have an agreement with a federal agency? Which one?			

4. What is your fire department's classification by the State Fire Marshal's Division?
 ISO Class 7 For how long? 4.5

5. Is your fire department adjacent to federal land? (Check one)
 Yes X
 No

Does your fire department use NIMS (ICS) in day-to-day operations?
 Yes X
 No

6. Does your fire department initial attack or fight wildland fires on or near federal land?
 (Check one) Name of federal Fire Manager you work with: Clay Farro
 Yes X
 No

7. If you answered yes to question 6, Check (✓) agency below.

Bureau of Land Management <input type="checkbox"/>	National Park Service <input type="checkbox"/>
Bureau of Reclamation <input type="checkbox"/>	Fish and Wildlife Service <input type="checkbox"/>
Bureau of Indian Affairs <input checked="" type="checkbox"/> X	U.S. Forest Service <input type="checkbox"/>

8. Wildland fire training? (indicate number of people who have completed each course)

Basic wildland training (S-130, S-190)? <u>21</u>	Advanced wildland training (S-205, S-290)? <u>15</u>
--	---

9. How many engines does your fire department have?
 Wildland? 4 Structural? 3

10. Project description, objectives and benefits - **IF REQUESTING EQUIPMENT, ATTACH AN ITEMIZED LIST INCLUDING COST/ITEM**
 Personnel protective equipment (PPE) and equipment replacement project. See attached for description, objectives, benefits and itemized list.

11. Please describe proposed project budget, by item.

1. Item	2. Federal Grant Amount*	3. Applicant Match**	4. Total Item Cost
Example: Wildland coordinator	\$20,000.00	\$2,000.00	\$22,000.00
20,000 x 1.10 = Total with Match (column 4)			
Grand Total	\$ 17,796.23	\$1,866.25	\$ 18,662.48

* The grant award amount (Column 2) will be 90 percent of total project cost (Column 4)

** Applicant match (Column 3) must be 10 percent of total project cost to be eligible for funding.

As a suggestion from program managers, when you draft your budget, list all items for which you are applying funding for and enter the total cost for each item in Column 4, then calculate the Grand Total. Applicants have the option to apply local match to each item. The grand total for local match MUST equal 10 percent.

Hint: To calculate applicant match of 10% for any grant amount, use this formula as an example.

- A) Grant Amount (Column 2) x 1.10= Total Cost with Match Included (Column 4)
 $\$10,000 \times 1.10 = \$11,000.00$ - Total Cost with Match Included
- B) Total Cost for item (Column 4) /1.10 = Federal Grant Amount (Column 2)
 $(\$11,000 / 1.1) = \$10,000$ - Federal Grant Amount (Column 2)

OFFICIAL REPRESENTATIVES

The VFA program manager designates the people listed below as the official representatives responsible for overall fiscal and programmatic supervision of the grant and may contact them during the application review process. Please print legibly.

FISCAL REPRESENTATIVE	PROGRAM REPRESENTATIVE
Name: Lupita de Herrera	Name: Andrew Bertges
Title: Finance Director	Title: Chief
Mailing Address: PO Box 610 Angel Fire, NM 87710	Mailing Address: PO Box 610 Angel Fire, NM 87710
Telephone: 575-377-3232	Work Telephone: 575-377-3347 Cellular Number 505-603-0416
Fax: 575-377- 3280	Fax: 575-377-6098
Email: Ideherrera@angelfirenm.gov	E-mail: abertges@angelfirenm.gov
Other Contact Information:	Other Contact Information:

This application for VFA funding is hereby approved for submittal.

Signature of Authorized Local Government Representative

Print Name

Title

Date Application Submitted

Description:

Angel Fire Fire Department (AFFD) has a first response area that is categorized as "high risk" for a catastrophic wildland urban interface fire. The area includes the communities of Angel Fire, Black Lake, Lakeview Pines, Rio Fernando (Taos Canyon) and Idlewild, all of which are surrounded by heavily forested mountains. We have experienced more aggressive fire behavior than seen in the past due to the drought conditions of the past years. We require assistance in replenishing worn personnel protective equipment (PPE) and equipment.

Objectives:

We would like to outfit our new personnel with proper ppe and provide them with new equipment to be used in wildland fire suppression. The required PPE is essential in keeping our personnel safe. The new equipment will replace damaged equipment and replenish our supplies that have expired or worn out over time.

Benefits:

AFFD responds all over the state and country. Proper and updated PPE and equipment is essential for fire fighter safety. The apparatus and personnel we provide for our community as well as other communities needs to be fully functional to provide safe, fast and efficient fire suppression.

Angel Fire Department Itemized List

1. **Rogue Triple Edged Hoe – 29.99 x 4= 119.96**
2. **NUPLA® Pulaski – 47.99 x 4= 191.96**
3. **NUPLA® McLeod – 44.99 x 4= 179.96**
4. **Combi Tool – 96.00 x 4= 384.00**
5. **True North Single Radio Universal Chest Harness – 42.99 x 5= 214.95**
6. **Practice Fire Shelter – 139.99 x 2= 279.98**
7. **Standard New Generation Fire Shelter – 359.99 x 5= 1,799.95**
8. **Elite Pant- 6.0 oz Twill Nomex Tri-Certified, Navy, CrewBoss – 204.50 x 5= 1,022.50**
9. **Brush Pant-7 oz Advance, Navy, CrewBoss – 257.75 x 5= 1,288.75**
10. **Tecasafe Plus Yellow Brush Shirt, Topps – 85.50 x 10= 855.00**
11. **StrikeForce Gear "Belt Weather" Kit – 117.00 x 3= 351.00**
12. **Kestrel 4000 Pocket Weather Tracker – 283.99 x 2= 567.98**
13. **Class A Foam – 79.00 x 10= 790.00**
14. **Fire Boss Forestry Hose 1" – 1.34 per foot over 1,000 feet – 2,000 feet= 2,680.00**
15. **Fire Boss Forestry Hose 1 1/2" – 1.66 per foot over 1,000 feet – 2,000 feet= 3,320.00**
16. **3/4" Myti-Flo Hose – 44.90 per 50 foot section – 1,500 feet= 1347.00**
17. **Mainline FR Jacket – 199.95 x 7= 1,399.65**
18. **Command 20 - Fire Headlamp – 96.99 x 8= 775.92**
19. **Princeton Tec EOS headlamp – 37.99 x 8= 303.92**
20. **In-Line "T" w/Shutoff Valve – 79.00 x 10= 790.00**

18,662.48