VILLAGE OF ANGEL FIRE
Angel Fire NM 87710
(575) 377-3232
PUBLIC NOTICE
Council Meeting
Tuesday July 12th, 2016 at 5:30pm at Village Hall

Call to Order
Pledge of Allegiance
Roll Call
Approval of Agenda
Approval of Consent Agenda
1. **Approval of the June 28th Regular Council Meeting Minute**

Requests and Responses from the Audience (Limited to 3 minutes)
Announcements and Proclamation
Reports
1. **Governing Body Report**
2. **Manager's Report**
3. **Staff Report**
4. **Committee Reports**

Old Business

A. **Discussion/ Approval of an Ordinance Amending Title 9,Chapter 11, Article C The North Corridor Overlay District (2nd Reading)(Public Hearing)**

New Business

A. **Discussion/Approval of a Contract with Northern New Mexico Security for Alarm Monitoring of the Police Department**
B. **Discussion /Approval of a Contract with Tele-Gard for Alarm Monitoring of the Municipal Courts**
C. **Discussion / Approval of 2016-03 Request for Proposal (RFP) for an Integrated Municipal Finance Software System**
D. **Discussion/Approval of Resolution 2016-29 a Resolution Approving a FY 2016-2017 Cooperative Agreement with NMDOT for Road Repairs on Panorama Way North**
E. **Discussion/ Approval of Resolution 2016-30 a Resolution for Participation in the Local Government Road Fund Hardship Match Waiver Program Though NMDOT**
F. **Discussion/ Approval of Resolution 2016-31 a Resolution for Authorization to Refinance RUS Water and Wastewater Revenue Bonds , Series 1998,1999 and 2007**

Terry Cordova, Village Clerk **Barbara Cottam, Mayor**

Post: 07/7/2016

THE PUBLIC IS INVITED TO ATTEND
Next Regular Council meeting will be: July 26th, 2016 at 5:30 pm
Subject to Change Until: Friday July 8th, 2016 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 .

VILLAGE OF ANGEL FIRE
Council Regular Meeting Minutes
Tuesday June 28th, 2016 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 Lanon, Councilor Colenda, Councilor Larson. Also present were Village Manager Richard Tafoya, and Village Clerk Terry Cordova. A quorum was present.
Approval of Agenda
Mayor Pro-tem Howe made the motion to approve the agenda. Councilor Larson seconded. Motion carried 4-0
Approval of Consent Agenda
1. Approval of June 14th Regular Council Meeting Minutes
Mayor Pro-tem Howe made the motion to approve the consent agenda, Councilor Larson seconded. Motion carried 4-0
Requests and Responses from the Audience (Limited to 3 minutes)
Jack Fuehr – Expressed his concerns with the GO Bond
Announcements and Proclamations
Reports:

a. **Governing Body Report**
Mayor Pro-tem Howe reported on the Wellness retreat that is going on this week and also invited everyone to a Veteran Golf Event to be held July 1, 2, and 3.

b. **Manager's Report-** Manager Tafoya reported that Angel Fire will be hosting NERTPO tomorrow at the community center. He also stated that he would not be attending the next council meeting as he will be on vacation.

c. **Staff Reports**
Bret Wier – reported on the finance department (see attached)
Before the next report Mike Davey Public Works committee member expressed his frustration with the Village and staff. Manager Tafoya addressed Mike's concerns. Johnny Morton Public Works committee member added that he would like to see the bond election postponed.
Burl Smith – Building Inspector gave an update on the Family Dollar saying that they should start building mid- July.

d. **Committee Reports**
Tim Herfel – Sustainability Committee gave an update on the art project that is being donated to the village by Brice Adams. (see attached)

Old Business-None

New Business

A. **Discussion/Approval of the Appointment of Andy Bertges as Fire Chief**
Mayor Cottam explained that is was an oversight and should have been done four years ago but that it was being corrected. Mayor Pro-tem Howe made the motion to appoint Andy Bertges as Angel Fire Fire Chief. Councilor Lanon seconded. With no further discussion the motion carried 4-0 Terry Cordova, Village Clerk swore in Andy Bertges.

B. Discussion /Approval of Resolution 2016-27 a Resolution Establishing the FY 2016-2017 Holiday Schedule

Terry Cordova, Village Clerk explained that each year the Village Council approves the holiday schedule. The only change to this year's schedule is the addition of Martin Luther King day in January. Mayor Pro-tem Howe made the motion to approve 2016-27 a resolution establishing the FY 2016-2017 holiday schedule. Councilor Colenda seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Larson –aye, Councilor Lanon-aye, Councilor Colenda –aye.

C. Discussion/Approval of Resolution 2016-28 a Resolution Approving the Finance Department Policies ,Procedures and Controls

Bret Wier, Finance Manager explained that historically the Village of Angel Fire has not had properly documented policies and procedures for many functions of the finance department. Although the village staff have been following these policies, procedures and controls since last July our auditors require that these policies, procedures and controls be documented and approved by council. Mayor Pro-tem Howe made the motion to approve resolution 2016-28 a resolution adopting finance department policies, procedures and control. Councilor Larson seconded. Mayor Pro-tem Howe added that these were impressive. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Larson-aye, Councilor Lanon-aye, Councilor Colenda –aye.

D. Discussion/ Approval to Accept the New Mexico Clean and Beautiful FY 2016-2017 Contract for Grant Funds

Tracy Orr, Grants and Projects explained that the Village of Angel Fire applied for the New Mexico Clean and Beautiful grant to assist us with clean up days and beautification of village hall, the community center, the median on N. Angel Fire Rd. and the fire department. We were awarded $3,000 for FY2016-2017, which is $500 more than last year. Tracy added that Angel Fire was one of seven communities that received the funds. Mayor Pro-tem Howe made the motion to accept New Mexico Clean and Beautiful FY 2016-2017 contract for grant funds in the amount of $3,000.Councilor Lanon seconded. With no further discussion the motion carried 4-0

E. Discussion / Approval of an Ordinance Amending Title 9, Chapter 11,Article C The North Corridor Overlay District (1st Reading) (Public Hearing)

Mayor Cottam opened the public hearing at 6:13pm. With no input Mayor Cottam closed the public hearing at 6:13pm. Councilor Colenda asked what happens going forward to the older buildings and if they are sold. Burl Smith , Building Inspector stated that according to the ICC code once they start to do any work on the building they will be required to bring it up to code at that time . Because we have already accepted the code it will be required. This is for both commercial and residential properties. Mayor Pro-tem Howe made the motion to approve first reading of title 9, chapter 11, article C overlay district. Councilor Lanon seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Larson-aye, Councilor Lanon-aye, Councilor Colenda –aye.

F. Discussion/ Approval to Enter into a Contract With PI Properties to Lease Real Property at 48 and 53 Flamingo Road

Andy Bertges, Fire Chief explained that the fire department and water department require additional storage for water and fire equipment. The water department currently leases 48 Flamingo Rd. and would like to continue the lease. The fire department was required to move station 3 to a location further from the main station 1 to meet State Fire Marshal's criteria for funding. Councilor Colenda added that whoever negotiated the lease did a very good job. Andy stated that he only had a hand in the negotiations. This location does provide the additional space needed for the equipment. Mayor Pro-tem Howe made the motion to approve a contract with Pi Properties to lease real property at 48 and 53 Flamingo Road for the purpose of storing water and fire department equipment. Councilor Larson seconded. With no further discussion the motion carried 4-0.

Adjournment

Mayor Cottam adjourned the meeting at 6:19PM

Passed, Approved and Adopted on this 12th day in July, 2016

_____

Barbara Cottam, Mayor

ATTEST:

_____

Terry Cordova, Village Clerk

Village of Angel Fire
Council Meeting
June 28, 2016

Finance Department Report

The council was informed as of July 24th the Village had paid off 6 outstanding long term debt obligations. In the amount $291,866.23. In addition, the accounts payable that was in arrears for insurance was paid current.

In response to public comments the council was informed that the September 13th date was not a date taken lightly. It is understood that this is an aggressive date but due to election law requirements the next available election date after September 13th would be in the spring. Waiting until the spring to have the election would result in not being able to start the improvements until the summer of 2018. This delay would only prolong the issues with the roads, water and wastewater systems. It was determined after great consideration that the roads were in such significant need that using the more aggressive date would best serve the community.

The council was thanked for their support and hours of worked that went into preparing the GO Bond questions.

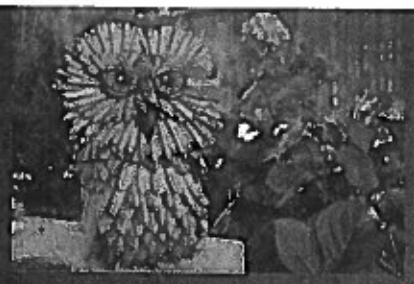
Angel Fire Sustainability Committee

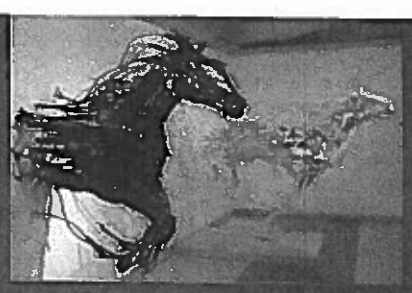
Let's ALL Keep AF Beautiful!

Angel Fire Sustainability Committee

Angel Fire Sustainability Committee

SparePart Art Fundraiser Venue
September 3, 2016





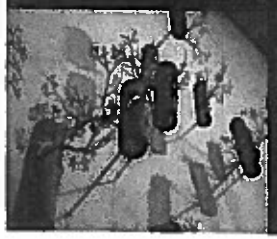
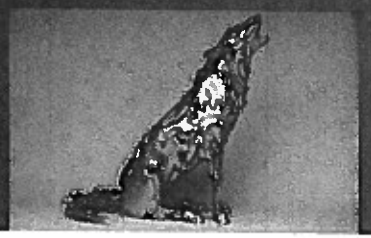
SPARE PART ART

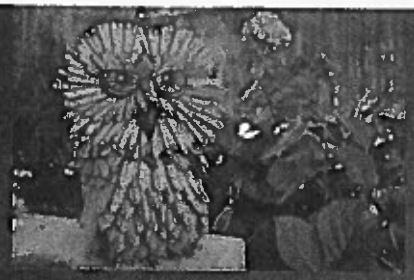
Be part of the 2nd Annual Spare Part Art fundraiser & silent auction art benefitting Angel Fire's Sustainability Committee.

When: September 3, 2016

3:00 pm – 5:30 pm

Where: By Angel Fired Pizza in Plaza



SPARE PART ART

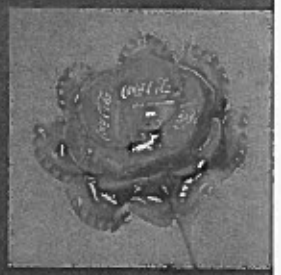
Silent Auction

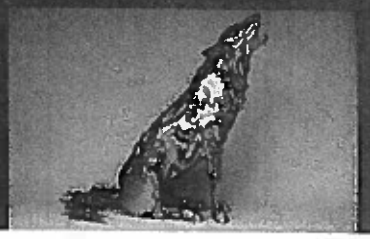
Unique One of Kind Art Pieces

Music

Food

Join us after the Parade of Homes

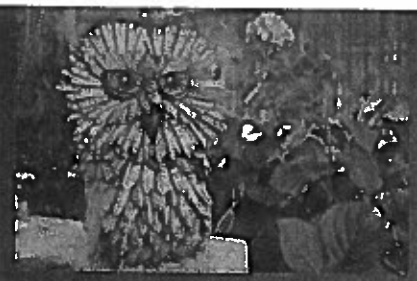


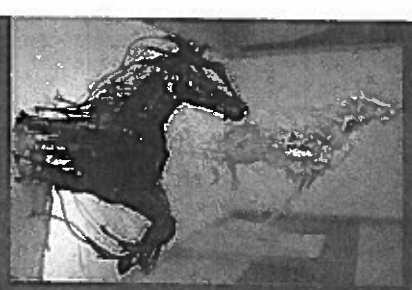


Public Art Bicycle Parts
Work in Progress

Public Art Bicycle
Work in Progress

Brice Adams Public Artist's Bicycle Creation in Progress





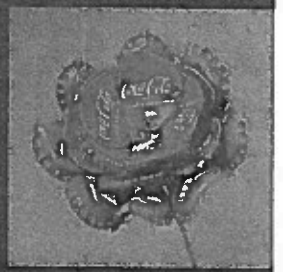
SPARE PART ART

Funds raised will benefit...

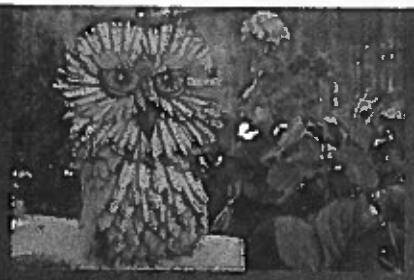
*Creation of Public Art Pieces for the Village of Angel Fire

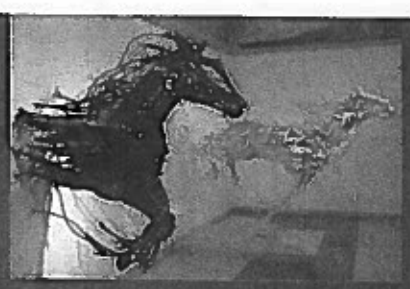
*Moreno Valley Arts Council

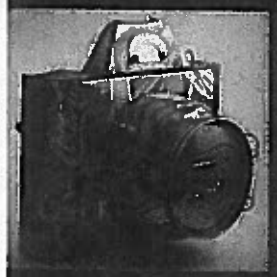
* AF Chamber of Commerce



Old Fire Extinguishers to Wind Bells

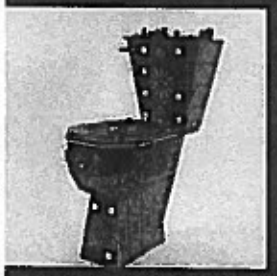


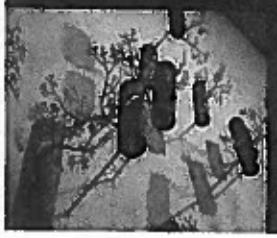
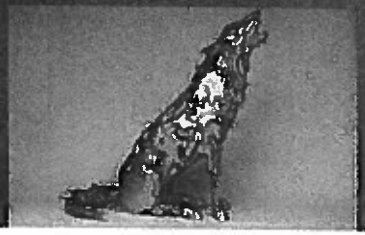




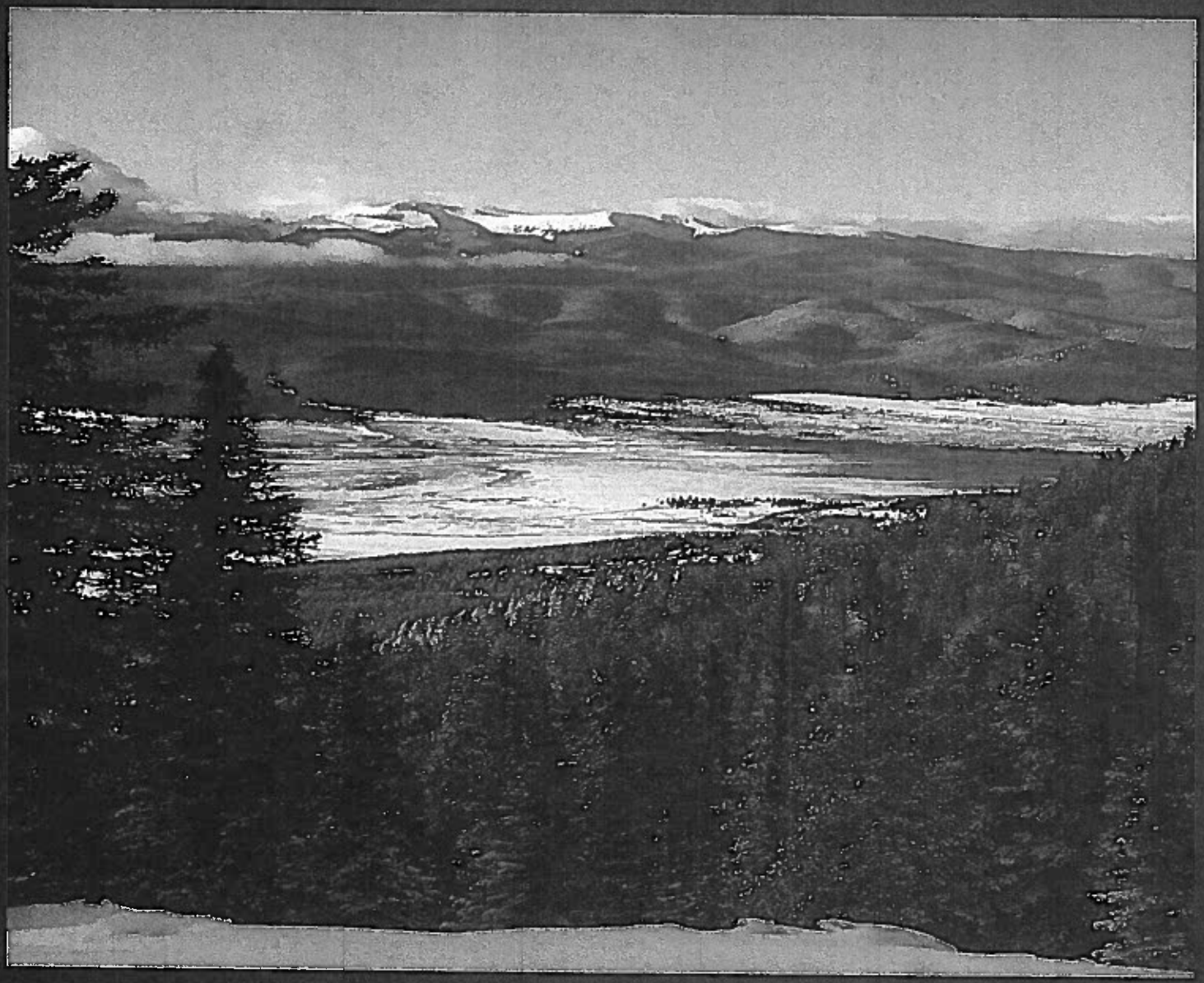
SPARE PART ART

Recycling old junk not only benefits the environment, it breathes new life into old objects that were once destined for the landfill. Roll up your sleeves and make one person's trash into another person's treasure.



Angel Fire Sustainability Committee



COUNCIL AGENDA ITEM

ACTUAL EXPENSES

MEETING DATE: July 6, 2016
TO: Village Council
FROM: Police Department
SUBJECT: REQUEST APPROVAL NORTHERN NEW MEXICO SECURITY

Background/Facts:

The Police Department is requesting council approval of the alarm monitoring and notification contract with Northern New Mexico Security for services from July 1, 2016 until June 30, 2019.

Alternatives:

A. Police Department would not have a security system for the building.

Financial Impact and Review:

Financial Impact: __Yes___ No ____X__
Budgeted Item: yes:_X___ no: ____Funding Source:_____
Finance Department Comments and Review:

Attached Documents:

Northern New Mexico Security Contract

Village Manager Recommendation:

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

_____
Rick Tafoya, Village Manager Signature

Northern New Mexico Security
PO Box 212
Angel Fire, NM 87710
575 377-2204

1. This Agreement consisting of three pages is made by and between Northern New Mexico Security Corporation, hereinafter called **NNMSC**, and Village of Angel Fire, **Police Dept**, hereinafter known as **SUBSCRIBER**.
2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT: NNMSC is a licensed, insured and bonded private security company registered with the State of New Mexico. Security Officers employed by NNMSC shall likewise be registered, insured and trained and may be armed.
3. NNMSC as an independent Contractor, will provide SUBSCRIBER with the below designated service(s):

Yes A. **Alarm Monitoring** - NNMSC, or designee, will provide MONITORING of SUBSCRIBER'S Alarm System on a 24 hour a day basis. NNMSC or its designee agrees to make every reasonable effort to verify and transmit notification of emergency signals promptly to police, fire or other authority or SUBSCRIBER'S DESIGNEE upon receiving signal of an alarm condition.
Yes B. **Alarm Notification** – NNMSC, or designee, will telephonically contact SUBSCRIBER'S premise for verification upon receiving an alarm signal on a 24 hour a day basis. If an answer at the premise is not received, NNMSC will notify appropriate Police or Fire.

_No__C. **Patrol Service/Home Watch** - NNMSC personnel, consisting of licensed, trained and insured Security Officer(s), in uniform or identifiable clothing, radio equipped and with vehicle will make a physical inspection of Subscriber's property as follows:
_____.

_Yes_D. **Other Security Included with above Alarm Monitoring is cellular service for transmittal of signals due to incompatibility with VOIP phone systems**

4. That for Services to be provided under this agreement (as indicated above), the SUBSCRIBER hereby agrees to pay the sum of **$105.00 per quarter.** Said amount shall be due and payable in advance unless otherwise approved by NNMSC.
5. **LOCATION** of security services: **3465 Mountain View Blvd #3&4 Angel Fire, NM 87710**
6. **DATE** services to begin: This service to begin **7/1/16 until 6/30/19** at which time the service may be extended for an additional year by mutual consent of the parties.
7. It is understood that employees of NNMSC, while engaged in the performance of services under this agreement, will also be providing Security Services under other independent contracts. NNMSC reserves the right to determine priorities with respect to security related decisions regarding two or more concurrent occurrences and/or emergencies.
8. NNMSC reserves the right to sub-contract Monitoring and/or Dispatch Services with qualified outside agencies, companies or persons, at the sole discretion of NNMSC.
9. The Alarm System equipment at SUBSCRIBER'S premises was not installed by NNMSC and is not under the control of NNMSC. The function, control and maintenance of said system is the sole responsibility of the SUBSCRIBER or SUBSCRIBER'S DESIGNEE. NNMSC shall not be held responsible at any time for the Alarm System's failure or the failure of signals to be transmitted.

10. **FALSE ALARMS**. Subscriber acknowledges a nuisance factor of multiple false alarms. SUBSCRIBER therefore agrees to make reasonable efforts to minimize accidental or false alarm activations caused by SUBSCRIBER or SUBSCRIBER'S DESIGNEES including, but not limited to caretakers, guests, tenants, real estate agents, and/or malfunctions in the system itself. A maximum of 6 accidental activations that required a physical response by NNMSC will be allowed each year. Excess false or accidental activations may be charged at the rate of N/A per response, at the sole discretion of NNMS.
11. This agreement may be cancelled by NNMSC at any time, upon notice, if false alarms continue to occur.
12. This agreement may be cancelled without previous notice or liability at the sole option of NNMSC in the event NNMSC's monitoring facility, equipment, wires or telephone lines becomes non functional or damaged by any means so as to make it impractical to continue service. This agreement may likewise be cancelled at the option of SUBSCRIBER in the event that the SUBSCRIBER'S premises are so damaged or destroyed.
13. NOTICE TO CANCEL. This agreement shall continue in force for the term defined in paragraph 6. In the event that SUBSCRIBER fails or refuses to make payment for services as agreed, this agreement and all of Tele-Gard responsibilities hereunder shall come to an end without further notice, and neither party hereto shall have any claim against the other except for payment by subscriber for the remainder of the contract period.
14. RUNAWAY DIALER: Subscriber shall be responsible for runaway dialers or excessive dial outs due to malfunction by the equipment's dialing mechanisms. Runaway dialer and or excessive dial outs may require a service call and potential service fees.
15. Should there arise a conflict of terms or conditions between this agreement and any previous agreement, it is agreed that this contract shall be supreme and binding.
16. NNMSC shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall NNMSC incur any liability for any delay in response time or the failure to respond by police, fire, or other authorities, institutions, or individuals notified by NNMSC.
17. NNMSC shall not be obligated to perform any monitoring or dispatch service hereunder during any time when electrical lines, telephone or telephone equipment shall not be working since signals are received by means of telephone communication and electric power.
18. EXCULPATORY CLAUSE. It is agreed that NNMSC is not an insurer and that the payments herein are based solely on the value of services set forth herein and are unrelated to the value of subscriber's property, or the value of others that may be at the property. It is not the intention of the parties that NNMSC assume responsibility or liability for any loss or damage sustained through burglary, fire, theft, robbery, or other cause by virtue of this Agreement or because of the relation hereby established. Subscriber hereby releases, discharges, and agrees to hold NNMSC harmless from all claims, liabilities and expenses arising from damages sustained by the above causes.
19. LIQUIDATED DAMAGES. It is agreed that any such liability, irrespective of cause or origin, shall be limited to an amount equal to $300.00 or one half of the annual service charge provided herein, whichever is greater.

20. This agreement is made and shall be governed by the laws of the State of New Mexico.

Northern New Mexico Security
PO Box 212
Angel Fire, NM 87710
575 377-2204

19. LIQUIDATED DAMAGES. It is agreed that any such liability, irrespective of cause or origin, shall be limited to an amount equal to $300.00 or one half of the annual service charge provided herein, whichever is greater.

20. This agreement is made and shall be governed by the laws of the State of New Mexico.
21. All parties must sign any additions or amendments. No verbal agreement shall alter the above order.
22. SUBSCRIBER acknowledges that he/she has read and fully understands the Contents of this Agreement.

Signed _____

NORTHERN NEW MEXICO SECURITY
Richard Hill (President)

Date 6/30/K

For Village of Angel Fire:

Signed _____

Subscriber Name: Barbara Cottam, Mayor

Mailing Address: PO Box 610

City, State & Zip: Angel Fire, NM 87710

Per Resolution of Council Dated ____/____/_____

Attest: _____
Terry Cordova, Village Clerk

COUNCIL AGENDA ITEM

ACTUAL EXPENSES

MEETING DATE: July 6, 2016
TO: Village Council
FROM: Municipal Court
SUBJECT: REQUEST APPROVAL TELEGARD CONTRACT

Background/Facts:

The Municipal Court is requesting council approval of the alarm monitoring and notification contract with Tele-Gard for services from July 1, 2016 until June 30, 2019.

Alternatives:

A. Municipal Court would not have a security system for the building.

Financial Impact and Review:

Financial Impact: __Yes___ No ____X__
Budgeted Item: yes:_X___ no: ____Funding Source:_____
Finance Department Comments and Review:

Attached Documents:

Tele-Gard Protection Contract

Village Manager Recommendation:

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

_____
Rick Tafoya, Village Manager Signature

Tele-Gard Protection
PO Box 124
Angel Fire, NM 87710
575 377-2909

1. This Agreement consisting of three pages is made by and between R&S Hill LLC dba Tele-Gard, hereinafter called **Tele-Gard**, and Village of Angel Fire **Municipal Court**, hereinafter known as **SUBSCRIBER**.
2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT: Tele-Gard is a licensed and insured private security company registered with the State of New Mexico.
3. Tele-Gard, as an independent Contractor, will provide SUBSCRIBER with the below designated service(s):

Yes A. **Alarm Monitoring** – Tele-Gard, or designee, will provide MONITORING of SUBSCRIBER'S Alarm System on a 24 hour a day basis. Tele-Gard or its designee agrees to make every reasonable effort to verify and transmit notification of emergency signals promptly to police, fire or other authority or SUBSCRIBER'S DESIGNEE upon receiving signal of an alarm condition.
Yes B. **Alarm Notification** – Tele-Gard, or designee, will telephonically contact SUBSCRIBER'S premise for verification upon receiving an alarm signal on a 24 hour a day basis. If an answer at the premise is not received, Tele-Gard will notify appropriate Police or Fire.
_No__C. **Patrol Service/Home Watch** - Personnel, consisting of licensed, trained and insured Security Officer(s), in uniform or identifiable clothing, radio equipped and with vehicle will make a physical inspection of Subscriber's property as follows:

_____

_Yes_D. **Other Security – Included with above Alarm Monitoring is cellular service for transmittal of signals due to incompatibility with VOIP phone systems**

4. That for Services to be provided under this agreement (as indicated above), the SUBSCRIBER hereby agrees to pay the sum of **$105.00 per quarter.** Said amount shall be due and payable in advance unless otherwise approved by Tele-Gard.
5. **LOCATION** of security services: **3465 Mountain View Blvd #5 Angel Fire, NM 87710**
6. **DATE** services to begin: This service to begin **7/1/16 until 6/30/19** at which time the service may be extended for an additional year by mutual consent of the parties.
7. It is understood that employees of Tele-Gard, while engaged in the performance of services under this agreement, will also be providing Security Services under other independent contracts. Tele-Gard reserves the right to determine priorities with respect to security related decisions regarding two or more concurrent occurrences and/or emergencies.
8. Tele-Gard reserves the right to sub-contract Monitoring and/or Dispatch Services with qualified outside agencies, companies or persons, at the sole discretion of Tele-Gard.
9. The Alarm System equipment at SUBSCRIBER'S premises may or may not have been installed byTele-Gard but is not under the control of Tele=Gard. The function, control and maintenance of said system is the sole responsibility of the SUBSCRIBER or SUBSCRIBER'S DESIGNEE. Tele-Gard shall not be held responsible at any time for the Alarm System's failure or the failure of signals to be transmitted.

10. **FALSE ALARMS**. Subscriber acknowledges a nuisance factor of multiple false alarms. SUBSCRIBER therefore agrees to make reasonable efforts to minimize accidental or false alarm activations caused by SUBSCRIBER or SUBSCRIBER'S DESIGNEES including, but not limited to caretakers, guests, tenants, real estate agents, and/or malfunctions in the system itself.
11. This agreement may be cancelled without previous notice or liability at the sole option of Tele-Gard in the event Tele-Gard's monitoring facility, equipment, wires or telephone lines becomes non functional or damaged by any means so as to make it impractical to continue service. This agreement may likewise be cancelled at the option of SUBSCRIBER in the event that the SUBSCRIBER'S premises are so damaged or destroyed.
12. NOTICE TO CANCEL. This agreement shall continue in force for the term defined in paragraph 6. In the event that SUBSCRIBER fails or refuses to make payment for services as agreed, this agreement and all of Tele-Gard responsibilities hereunder shall come to an end without further notice, and neither party hereto shall have any claim against the other except for payment by subscriber for the remainder of the contract period.
13. RUNAWAY DIALER: Subscriber shall be responsible for runaway dialers or excessive dial outs due to malfunction by the equipment's dialing mechanisms. Runaway dialer and or excessive dial outs may require a service call and potential service fees.
14. Should there arise a conflict of terms or conditions between this agreement and any previous agreement, it is agreed that this contract shall be supreme and binding.
15. Tele-Gard shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall Tele-Gard incur any liability for any delay in response time or the failure to respond by police, fire, or other authorities, institutions, or individuals notified by Tele-Gard.
16. Tele-Gard shall not be obligated to perform any monitoring or dispatch service hereunder during any time when electrical lines, telephone or telephone equipment shall not be working since signals are received by means of telephone communication and electric power.
17. EXCULPATORY CLAUSE. It is agreed that Tele-Gard is not an insurer and that the payments herein are based solely on the value of services set forth herein and are unrelated to the value of subscriber's property, or the value of others that may be at the property. It is not the intention of the parties that Tele-Gard assume responsibility or liability for any loss or damage sustained through burglary, fire, theft, robbery, or other cause by virtue of this Agreement or because of the relation hereby established. Subscriber hereby releases, discharges, and agrees to hold Tele-Gard harmless from all claims, liabilities and expenses arising from damages sustained by the above causes.
18. LIQUIDATED DAMAGES. It is agreed that any such liability, irrespective of cause or origin, shall be limited to an amount equal to $300.00 or one half of the annual service charge provided herein, whichever is greater.
19. This agreement is made and shall be governed by the laws of the State of New Mexico.
20. All parties must sign any additions or amendments. No verbal agreement shall alter the above order.
21. SUBSCRIBER acknowledges that he/she has read and fully understands the Contents of this Agreement.

Tele-Gard Protection
PO Box 124
Angel Fire, NM 87710
575 377-2909

20. All parties must sign any additions or amendments. No verbal agreement shall alter the above order.
21. SUBSCRIBER acknowledges that he/she has read and fully understands the Contents of this Agreement.

For Village of Angel Fire:

Signed _____

Signed _____

TELE-GARD PROTECTION
R. Spencer Hill (Managing Partner)

Subscriber Name: Barbara Cottam, Mayor

Mailing Address: PO Box 610

City, State & Zip: Angel Fire, NM 87710

Per Resolution of Council Dated ____/____/_____

Date 6/30/16

Attest: _____
Terry Cordova, Village Clerk

July 5, 2016-07-05

To Whom It May Concern,

Please be advised that Richard S. Hill DOB 06/22/44, does not have any involvement in the financials of Tele-Gard Protection Systems including accounts payable, accounts receivable and profit sharing.

Tele-Gard is owned and managed by Richard Spencer Hill (DOB 03/07/76).

Thank you,

Richard S Hill
PO Box 212
Angel Fire, NM 87710
575 377-2204

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE 07/12/206

TO: Mayor / Council and Village Manager

FROM: Fabian Mascarenas

SUBJECT: Request for Proposal 2016-003, Integrated Municipal Finance Software System

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Background/Facts : The Village is requesting competitive qualification based sealed proposals for the selection of an Accounting Software System. The system should include all of the following comprehensive, fully integrated applications: General Ledger, Check Reconciliation, Budget Preparation, Utility Billing, Electronic Meter Reading Interface, Service Orders, Utility Direct Pay, Cash Receipting, Miscellaneous Accounts Receivable, Courts, Business License, Building Permits, Improvements Districts (Assessments) and Paperless Workflow (including the ability to utilize mobile devices).

Alternatives: - None

1) **Financial Impact and Review**:
   Financial Impact:
   Budgeted Item: : YES
   Funding Source: N/A

   Finance Department Comments and Review:

Once fully implemented this should result in an increas in productivity.

Finance Directors Signature

2) **Attached Documents: RFP**

3) **Staff's Recommended Motion: MOTION TO APPROVE RFP REQUEST**

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

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

Manager's Comments:

Signature: _____

REQUEST FOR PROPOSALS

FOR

INTEGRATED MUNICIPAL FINANCE SOFTWARE SYSTEM

RFP No. 2016-03

Project Name: Integrated Municipal Finance Software System

Contracting Agency: Village of Angel Fire

Address: PO Box 610, 3388 Mountain View Blvd.

Angel Fire, NM 87710

Telephone: 575-377-3232

Open Date: July, 13th ,2016

Closing Date: July 27th, 2016

REQUEST FOR PROPOSAL
Integrated Municipal Finance Software System

Overview

(Village of Angel Fire) is requesting proposals for an integrated municipal finance software system. The system should include all of the following comprehensive, fully integrated applications:

General Ledger, Check Reconciliation, Budget Preparation,
Utility Billing, Electronic Meter Reading Interface, Service Orders, Utility Direct Pay,
Cash Receipting, Miscellaneous Accounts Receivable, Accounts Payable,
Purchase Orders/Requisitions, Payroll-HR/Benefits, Timekeeping, Courts, Business License,
Building Permits, Improvement Districts (Assessments) and Paperless Workflow (including the ability to utilize mobile devices).

This will be a competitive negotiation process. (Village of Angel Fire) reserves the right to reject any or all bids and/or issue another Request for Proposal (RFP). (Village of Angel Fire) will not reimburse vendors for proposal submission costs. Price is an important consideration in this process, but not the only consideration. Other factors include track record of successes at other municipalities or utilities, identification and understanding of (Village of Angel Fire) requirements as embodied in the following list of questions, and experience and qualifications of key personnel.

(Village of Angel Fire) is a general-purpose municipal government that provides improvement and general administrative services. In addition, (Village of Angel Fire) owns and operates water and sewer utility systems.

Deadline: The deadline for submitting a proposal in response to this Request for Proposal is (July, 27th, 2016 & 3:00PM) All proposals must be postmarked by this deadline.

Proposal Instructions: All of the stated questions must be answered as instructed. If additional pages are necessary, please feel free to attach them to your proposal. Please feel free to include pre-printed product literature regarding your system(s) should you desire. **Please provide one price quote for the entire system with a breakdown of software, training, setup and conversion, and one (1) year's Software Assurance.** Please indicate the length of time over which your price quote applies.

Proposals should be mailed to:

Chief Procurement Officer Fabian Mascarenas
Village of Angel Fire
3388 Mountain View Blvd. P.O. Box 610 Angel Fire, New Mexico, 87710
Phone Number 575-377-3232 ex, 131
Fax Number 575-377-3280
E-Mail fmascarenas@angelfirenm.gov

Response Format

Offeror shall present their responses to the Request for Proposal in the manner and format listed below, identifying each response by its respective tab numeral. The number of submittals required is one (1) original with five (5) copies.

Item

Management Summary: Provide a cover letter indicating the underlying philosophy of the firm (General Offeror) in providing the updates and service.

Corporate Experience: The Offeror shall state the size of the firm, the size of the firm's technical staff and their qualifications, the location of the office from which this service is to be performed and experience with similar entities.

References: Provide at least three references including sites of similar size and scope. Include the name of the organization and the name, email and telephone number of a contact person.

Acceptance of Conditions: Indicate exceptions, if any, to the system requirement section.

Additional Data: Offeror shall provide detailed information for the software proposed. Information shall include, but is not limited to, sales literature and technical specifications and warranty details. Provide any additional data that will aid in evaluation of your firm's response.

Price: The Offeror shall provide detailed pricing information relative to providing the software and services as described in this Request for Proposal. The total lump-sum price shall include all costs for one year.

Pricing shall include the following information:

a. Name of firm.
b. Certification that the person signing the proposal is entitled to represent the firm, authorized to submit the proposal and cost data, and authorized to sign a contract.
c. A total lump-sum amount for the software and services specified in this RFP.
d. Payment terms including any payment plans that may be available.
e. A detailed cost breakdown for each module included in the total lump-sum.
f. Hourly rate for tasks not outlined in the Request for Proposal.
g. Monthly or annual maintenance or Software Assurance costs. Include, if any, how many months of "free" maintenance is provided after installation.

General Provisions

These general provisions apply in like force to this inquiry and to any subsequent contract resulting there from.

(Village of Angel Fire) reserves the right to reject any or all proposals received, and to accept the proposal deemed most advantageous to the best interest of (Village of Angel Fire).

Assignment

The Offeror shall not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title or interest therein, without the prior consent of (Village of Angel Fire).

Applicable Law

The contract shall be governed in all respects by the laws of the State of New Mexico and any litigation with respect thereto shall be brought in the courts of the State of New Mexico.

Offer Certification

The Offeror agrees that submission of the signed proposal is certification that the Offeror will accept an award made to his/her respective firm as a result of the submission.

Proposal Clarifications and Additional Information

Offerors are cautioned that any statements made by the contact person that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. No contract or technical questions will be accepted after five (5) calendar days prior to the date set for proposal opening. (Village of Angel Fire) shall not be responsible for explanations or interpretations of Request for Proposal documents except as issued in accordance herewith.

Offeror Investigations

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by (Village of Angel Fire) upon which the Offeror will rely. If the Offeror receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Offeror for additional compensation.

Proposal Envelopes

Envelopes containing proposals should be sealed and marked in the lower left hand corner with Request for Proposal, Integrated Municipal Finance Software System and the date of closing of proposals. Failure to do so will cause the proposal not to be considered. Express mail envelopes containing a sealed proposal shall also be sealed and marked in the lower left hand corner with the information above.

Proposal Receipt and Opening

(Village of Angel Fire) will receive sealed proposals until date and time indicated on the RFP cover. Proposals must be delivered, by hand or mail where they will be opened with only the name of the Offeror being read at that time. Proposals must be date stamped in the Finance Department before or on the date indicated on the RFP cover for the proposal closing. Proposals received after the date and time of the proposal closing will be received, date stamped and returned to the Offeror unopened. It is the responsibility of the Offeror to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery will not be considered adequate reason for consideration of late proposals.

Proposal Acceptance Period

Any proposal submitted as a result of the solicitation shall be binding on the Offeror for ninety (90) calendar days following the proposal opening date. Any proposal for which the Offeror specifies a shorter acceptance period may be rejected.

Brand Names

Any catalog, brand name or manufacturer's reference used in the specifications or statement of work is intended to be descriptive and not restrictive and is used only to indicate type and quality desired.

Changes in Scope of Work

(Village of Angel Fire) may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the Offeror that the scope of the project or services has been changed thus requiring changes to the amount of compensation to the Offeror or the adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by (Village of Angel Fire) and the contractor.

If the Offeror believes that any particular work is not within the scope of the project, is a material change or will otherwise require more compensation to the Offeror, the Offeror must immediately notify (Village of Angel Fire) in writing of this belief. If (Village of Angel Fire) believes that the particular work is within the scope of the contract as written, the Offeror will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Certification of Independent Price Determination

The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and, without for the purpose of restricting competition, any consultation, communication or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal or the methods or factors used to calculate the prices proposed.

Collusion among Offerors

Each Offeror, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of applicable Antitrust Statutes. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the Offerors. (Village of Angel Fire) may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

More than one proposal from an individual, firm, partnership, cooperation or association under the same or different names will be rejected. Reasonable grounds for believing that an Offeror has interest in more than one proposal for the work being proposed may result in rejection of all proposals in which the Offeror is believed to have interest.

Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency.

Ethics in Public Procurement

The Offeror certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-Offeror in connection with the proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of value.

Expenses Incurred in Preparing Proposals

(Village of Angel Fire) accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Offeror.

Errors in Extensions

If the unit price and the extension price are at variance, the unit price shall prevail.

Force Majeure

The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

Failure to Deliver

In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, (Village of Angel Fire), after due oral or written notice, may procure the services from other sources and hold the Proposer responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that (Village of Angel Fire) may have.

Failure to Enforce

Failure by (Village of Angel Fire) at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of (Village of Angel Fire) to enforce any provision at any time in accordance with its terms.

Fair Labor Standards

By submission of proposal, the Offeror certifies that the Offeror'(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in the Statutes of the State of New Mexico.

Independent Offeror

The Offeror shall be legally considered an independent Offeror and neither the Offeror nor its employees shall, under any circumstances, be considered servants or agents of (Village of Angel Fire); and (Village of Angel Fire) shall be at no time legally responsible for any negligence or other wrongdoing by the Proposer, its servants or agents. (Village of Angel Fire) shall not withhold from the Offeror any federal or state unemployment taxes, federal or state income taxes, Social Security tax or any other amounts for benefits to the Offeror. Further, (Village of Angel Fire) shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by (Village of Angel Fire) for its employees.

Insurance Requirements

Successful firm must agree to carry professional liability insurance in an amount not less than $1,000,000 and shall upon request, deliver Certificates of Insurance to (Village of Angel Fire) specifying such limits and such certificate shall become part of the contract. In addition, the insurer shall agree to give a minimum of thirty (30) days notice, prior to decision to cancel coverage. The name of the Offeror shall be on the certificate(s) of insurance submitted. Certificates must show the expiration date of each applicable policy. The title and closing date of this RFP must appear on the certificate(s) of insurance, thus identifying the nature of the work the insurance is expected to cover.

Informalities and Irregularities

(Village of Angel Fire) has the right to waive minor defects or variations of the proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by an Offeror with the proposal for (Village of Angel Fire) to properly evaluate the proposal, (Village of Angel Fire) has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery or performance time for the services being procured.

Indemnification

The Offeror covenants to save, defend, keep harmless and indemnify (Village of Angel Fire) and all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost—including court costs and attorney's fees, charges, liability and exposure, however, caused—resulting from, arising out of, or in any way connected with the Offeror's negligent performance or nonperformance of the terms of the contract.

Nonconforming Terms and Conditions

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. (Village of Angel Fire) reserves the right to permit the Offeror to withdraw non-conforming terms and conditions from its proposal response prior to a determination by (Village of Angel Fire) of non-responsiveness based on the submission of non-conforming terms and conditions.

Nondiscrimination

By submission of proposal, Offeror certifies that the Offeror(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, conditions or privileges of employment, because of his/her race, color, religion, sex, disability or national origin, as applicable to State and Federal Regulations.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, scope of work or specifications stated in this contract. (Village of Angel Fire) must make all modifications to the contract in writing.

Patents and Royalties

The Offeror covenants to save, defend, keep harmless and indemnify (Village of Angel Fire) and all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost—including court costs and attorney's fees, charges, liability and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by (Village of Angel Fire). If the Offeror uses any design, device or

materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device or materials in any way in the work.

Termination for Default

The contract shall remain in force for the full period specified and until (Village of Angel Fire) determines that all requirements and conditions have been satisfactorily met and (Village of Angel Fire) has accepted the work. Thereafter, applicable provisions of the contract shall remain in force until (Village of Angel Fire) has determined that the Offeror has met all requirements and conditions such as guarantees and warranties that relate to the work following the contract term. (Village of Angel Fire) shall have the right to terminate the contract sooner if (Village of Angel Fire) determines that the Offeror has failed to perform satisfactorily the work required, as determined by (Village of Angel Fire). In the event (Village of Angel Fire) decides to terminate the contract for failure to perform satisfactorily, (Village of Angel Fire) shall give to the Offeror at least fifteen (15) days' written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of the notice by (Village of Angel Fire).

If the Offeror fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to provide satisfactory performance, the Offeror shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the Offeror up to the date of termination that were accepted by (Village of Angel Fire) prior to termination. In the event (Village of Angel Fire) terminates the contract because of the default of the Offeror, the Proposer shall be liable for all excess costs that (Village of Angel Fire) is required to expend to complete the work covered by the contract.

After receipt of the notice of termination, except as otherwise directed, the Offeror shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; and settle all outstanding liabilities and claims.

Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Offeror is considered by (Village of Angel Fire) to create a condition that threatens the health, safety or welfare of the community, the Offeror shall, on being notified by (Village of Angel Fire), immediately correct such deficient service or work.

In the event the Offeror fails, after notice, to correct the deficient service or work immediately, (Village of Angel Fire) shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Proposer.

Warranty

Vendor shall provide on an attached sheet detailing software warranty, service facilities, and support included with purchase and a price schedule detailing all support levels and options. Minimum requirements shall include, but not limited to:

a. Software upgrades including all revisions, system enhancements and training for new or changed features and functions of the software application.
b. Telephone support during normal work hours, Monday through Friday, excluding holidays with 1-800 service.
c. Maximum of one (1) hour or less telephone support response time.

The obligations contained herein apply to products provided by the Offeror/Supplier in the creation of the products to be delivered to (Village of Angel Fire) availing itself of all its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty or limitation of the Offeror's/Supplier's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

Statement of Work

Introduction and Project Overview

(Village of Angel Fire) invites proposals for the provision of software and implementation to provide a complete and integrated financial system. (Village of Angel Fire) is seeking to retain the service of a firm experienced with implementation of integrated systems which can function on a local area network (LAN) and Internet capabilities, as needed.

(Village of Angel Fire) will receive proposals from firms having specific experience and qualifications in the area identified in the Request for Proposal. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by (Village of Angel Fire) may be included elsewhere in the Request for Proposal. All proposers shall provide:

Company information:

a. How long has the company been in business?
b. What is the organizational structure?
c. How many installations does the company currently support?
d. How many new clients were installed in the past 12 months?
e. How many government clients are using your software?
f. Profiles and resumes of the staff to be assigned to the project

Background

(Village of Angel Fire) is currently running on a LAN with two network servers, (Twenty) workstations and (fifteen) printers within the Finance Department. The Finance Department is using General Ledger, Budgeting, Bank Reconciliation, Payroll, Accounts Payable, Accounts Receivable, Utility Billing, Electronic Meter Reading, Cash Receipting and Improvement District Billing, purchase orders.

The Finance Department expects the new financial software to be Windows based allowing at least one user in a read-only access to some financial information on the proposed system.

Objective

The intent of the request is to select software, installation services, data conversion services and necessary training for the replacement and integration of (Village of Angel Fire)'s Financial System. The system must be cost-effective and appropriate for the Finance Department to improve user productivity and customer support. Expectations are:

a. Using windows-based processes to improve automated work flow, which shall reduce processing time, paper and redundancy.
b. Allow standard desktop software applications to access and disseminate data.
c. Provide appropriate data reports and services to internal and external customers via hard copy, web or system access.

d. Ability to maintain unlimited history information on accounts with active and inactive customers, employees

Scope of Work

1. Deliver a fully integrated Windows-based Fund Accounting Financial software package.
2 Vendor shall configure all related files to make the system one hundred (100%) percent operational.
3. Vendor shall provide comprehensive education for system operations and configuration. Education for users shall be provided in a hands-on environment with complete and necessary documentation.
4. Vendor shall provide the conversion labor to convert existing data into the vendor's application. Vendor shall work with (Village of Angel Fire) staff to provide a one hundred (100%) percent successful data conversion.
5. Financial and Payroll modules shall be completed, tested and ready for one hundred (100%) percent operation when training is complete.
6. Vendor shall have the ability to provide follow up training, if required, and dedicated support after the initial training and implementation of the system.

System Requirements:

The intent of this specification is to describe a software package for (Village of Angel Fire's primary accounting software. Package must include:

- Fund General Ledger
- Budgeting
- Bank Reconciliation
- Payroll/HR Benefits
- Time Keeping
- Accounts Payable
- Purchase Orders / Requisitions
- Accounts Receivable
- Utility Billing
- Electronic Meter Reading Interface
- Utility Direct Pay
- Service Orders
- Cash Receipting
- Business License
- Improvement Districts
- Building Permitting
- GIS integration
- Paperless Workflow
- Mobile Device integration
- Web-based and automatic credit card transactions
- Cloud-based capabilities

EVALUATION CRITERION

	General System Features:	Yes	No	Suggested Alternative	Score 0-5
1	Software shall be operated and managed on a 100% IBM compatible personal computer with ad hoc reporting for all modules?				
2	Proposed software package shall be Windows Server compatible and must support Windows 7 workstations?				
3	Software and upgrades shall be standard Windows install and uninstall?				
4	Software shall be capable of importing and exporting data in ASCII format?				
5	Do you currently sponsor regular user group conferences?				
6	True Window interface for data entry, editing, inquiry and reporting?				
7	The systems must be real time, with batch posting among applications?				
8	Display multiple forms at one time without minimizing?				
9	Financial applications integrate with General Ledger module?				
10	View balances and details on-screen?				
11	Specify user access with security for all modules?				
12	View user defined history levels by software application?				
13	Export to or import data using a wide variety of applications from ODBC drivers?				
14	Do you provide user documentation manuals for each subsystem?				
15	Check that entries balance when data is imported?				
16	Users can import, export data?				
17	Guarantee a support-call response time of 1 working hour or less during normal business hours?				
18	Data configuration can be setup to the Municipality's guidelines without customization of application source code (all modules)?				
19	The system must be easy to use and learn. A windows environment is required.				
20	Please identify if any of the outlined packages are provided by a third party?				
21	Are GASB 34 reporting requirements in place as of today?				
22	Please provide staff hourly rates for additional work outside the scope of the contract.				
23	Internal report writer within each application? Identify if it is provided by another entity?				

24	Product testing: Beta test group to ensure each package is ready?				
25	User defined security should cover various levels, by applications and by Menu Items?				
26	Does the system use a 64-bit GUI interface?				
27	Does system have an internal repair and compression utility?				
28	Does each application have step by step processing lists, which include a daily, weekly and month-end checklist?				
29	Does each application provide a user defined steps checklist for a cross training tool in each application?				
30	Does each database support real-time processes?				
31	Is the system available via web services for remote users?				
	Max score for this category: 155				
	Fund General Ledger Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Are GASB 34 reporting requirements met by your system?				
2	Does the system provide forecast reports which present year-end balances based on year-to-date actual plus budget data for the remainder of the year?				
3	G/L Software shall have unlimited multi-fund capabilities which interface for budget capabilities?				
4	Will the system allow an account number to be changed?				
5	Does the system provide a minimum of 19 digits in account number structure?				
6	Does the system allow control accounts that reflect revenue, expenditure, and encumbrance activity totals from subsidiary ledgers?				
7	G/L software shall have budgetary account structure to allow for fund, department, activity, object and sub-object, of expenditure with options to retrieve information on any of the above-referenced levels?				
8	G/L software shall have range and sort options for all periods on screens for all reports and inquiries?				
9	G/L software shall have optional accrual or cash basis, and /or modified accrual accounting by fund?				
10	G/L software shall have the ability to post to future months while current month is open and retrieve reports on all posted information?				
11	Are departments restricted from access of line items not within their authority?				
12	G/L software shall have the ability to post to next fiscal year while current year is open and retrieve reports on all posted information?				

13	G/L software shall have a detail listing of posting journal entries?				
14	Enter transactions to any year and date with message window indicating prior or future years?				
15	G/L software shall have a detail listing of posting journal entries?				
16	G/L software shall have budgetary expenditure and revenue reports to include month-to-date and year-to-date actuals as well as, budget comparisons. Software must also specify funds expended to date, as well as funds remaining in the account?				
17	G/L software shall have the ability to transfer between revenue and expenditure accounts?				
18	G/L software shall have a last account number retrieval for posting assistance. Memorize transactions for later recall?				
19	G/L software shall be capable of tracking previous and current year's expenditures by listed categories. Software shall have capabilities to add, delete or revise categories with user defined accounting periods?				
20	Does the system allow at least 13 periods per year?				
21	G/L software shall provide for project accounting over multiple fiscal years?				
22	Allow user defined number of years of detail information?				
23	G/L software shall provide for cash management and debt management?				
24	Does the system provide real time maintenance of account status and balance?				
25	Does the system provide the following reports:				
	Trial balance?				
	Detail of transactions by account/object code for any date range?				
	Revenue and expense detail by account for any date range?				
	Revenue and expense summary by account for any date range?				
26	Does the system provide a field for entering journal entry explanation/descriptions to satisfy auditors?				
27	Is selectivity for accounting information available:				
	By Account?				
	By Period?				
	By Date Range?				
	By Transaction Reference Number?				
	By Amount?				
	By User?				
	By Entity?				

28	Can reports be rerun for all periods, not just current periods?				
29	Does the system assign a unique reference number to each journal entry?				
30	On-line screen inquiry including history?				
31	Can the previous year be "locked" after year-end closure?				
32	Can the year be reopened and beginning balances recomputed?				
33	Will the application allow on-line notes to accounts?				
34	Will the system allow accounting periods other than the Municipality's fiscal year for tracking projects and grants?				
35	Is the system written specifically for fund accounting?				
36	Is there an exception report to identify out-of-balance funds?				
37	Does the system actively warn the user if an entry or posting will cause a fund to be out of balance?				
38	Can Microsoft Excel be used for interactive, real time data entry and reporting?				
	Maximum score for this category: 190				
	Budget Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Budgetary modeling, presentation and maintenance of information for a min. period of five (5) years consisting of current fiscal year and the three (3) previous completed fiscal years and one (1) future year?				
2	Create custom worksheets with user defined specifications?				
3	Create revision worksheets with existing budget data, adjustments & revised budget columns?				
4	Budget for any account segment level for any timeframe and accommodate multiple year projects?				
5	Easy additions and modifications of budgets by line item or globally with custom criteria or manually?				
6	Ability to review only selected portions of budget on screen?				
7	Ability to develop custom comparative budget reports and view on screen or print?				
8	Forecast (using different methods) current year ending balances based on current YTD data?				
9	Allow for budget amendments and maintain the original budget and the amended budget?				
10	Modify a single line item, ranges of items, or entire file based on user-defined parameters?				
11	Multi-level budget amendment changes within a fiscal year?				

12	Can multi-year project budgets be integrated into the annual budget?				
	Maximum score for this category: 60				
	Bank Reconciliation Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Unlimited separate accounts with easy transfer between accounts?				
2	Complete accounting for audit trail?				
3	Easy to use process for balancing to bank statement?				
4	Capability to create ad-hoc reports?				
5	Does the system allow reconciliation of multiple accounts at multiple banks?				
6	Does the system import outstanding check data from Accounts Payable and Payroll? Does the system generate a bank reconciliation report?				
7	Warning or exception report at month end if Bank Reconciliation out of balance?				
8	Choice or clearing ranges of deposits or range of checks at the same time?				
	Maximum score for this category: 40				
	Utility Billing Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Database is real time system – not batch processing?				
2	Menus have drill-down capabilities for detail?				
3	ALL screens in a GUI format?				
4	Handle an unlimited number of accounts?				
5	Does the system support multiple billing cycles?				
	Monthly billing?				
	Bi-monthly billing?				
	Mixture of monthly and bi-monthly?				
	Quarterly billing/mixture of quarterly and monthly?				
	Semi-Annual?				
6	Does the system interface with:				
	General Ledger?				
	Cash Receipting?				
	GIS System?				
	Service Orders?				
7	Unlimited number of rates per service?				
8	Does the system have a meter change-out program?				
9	Can the system generate service orders?				
	Connection?				
	Disconnect?				

	Meter rereads?				
	Service?				
10	Does the system support hand-held meter reading devices and other automated meter reading systems?				
	What kind(s)?				
	Support multiple routes?				
11	Does the system support user-defined bill calculations?				
12	Does the system provide user-defined penalty options?				
13	Does the system have a meter inventory?				
	Locations?				
	Type?				
	Class?				
14	Can the system prorate billings?				
15	Are grace/tolerance days user-definable?				
16	Unlimited number of years of billing information?				
17	Can the system automatically generate credit refunds?				
18	Does the system produce:				
	Dunning letters?				
	Door hangers?				
	Rate changes?				
	Reminders?				
19	Does the system have ad-hoc report writing capabilities?				
20	Does the system include a built-in utility for consumption and revenue summary by rate class?				
21	Allow special charges and lien charges?				
22	Unlimited notes per account?				
23	Is there a separate lot screen listing at least:				
	Service location?				
	Lot number?				
	Parcel number?				
	Inside/outside Water District code?				
	Lot size?				
	Buildable/impervious/developed lot size?				
24	Does the system allow for "unbundling" of charges and show them separately on the customer's utility bill?				
	How many?				
25	Does the system provide billing for water conservation?				
26	Does the system accommodate average payment plans?				
	Low income or other discounts?				
27	Does the system accommodate Internet bill delivery and payment?				
28	Does the system print user defined shut-off notices?				

29	Will the system print bills on either a dot matrix printer or a laser printer?				
30	Does "Meter Screen" list:				
	Route number?				
	Sequence number?				
	Meter serial number?				
	Installation date?				
	Manufacturer code?				
	Meter size?				
	Number of digits?				
	EDU's, status code, type of meter?				
	Radio read capability (MXU-ID, Reg-ID, longitude, and latitude)?				
	How many user defined meter fields?				
31	How many services per customer?				
32	How many user-defined fields?				
33	How many name/address sections (i.e. master, owner, "bill-to")?				
34	Does the system support water utility billing?				
35	Does the system support sewer utility billing?				
36	Does the system support refuse utility billing?				
37	Does the system support electric utility billing?				
38	How many demand meters and multipliers are available?				
39	Will the application print billing exception reports?				
40	How many charges can be shown on the bill?				
41	How many additional electric utilities systems do you currently provide and support this application?				
42	How many systems do you currently provide and support for water, sewer & refuse utilities?				
43	Is there a bill stub for customer receipt?				
44	If the printer jams, can the bills be stopped and continued where you left off (Same with audit trail)?				
45	Can duplicate bills be sent to some customers? (Some Federal government offices would like copies of the bills sent to them locally.)				
46	Does the system keep track of security deposit information?				
47	Does the system provide a collection process for past due accounts?				
48	Does it have the ability to generate specific reports using data from both location & customer maintenance files?				
49	Do reports show the number of customers, the amount of revenue, the usage, and amount billed for each class?				
50	Is there a report that assures all customers are being billed?				

51	Does the application support multiple meters per account?				
52	Will the application report multiple meters on one bill?				
53	Will application print usage graphic on bills?				
	Maximum score for this category: 265				
	Utility Electronic Read Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Provide interface from meter reading equipment to Utility Billing program?				
2	Software will automate meter entry?				
3	Provide high / low usage customer checks?				
4	Enable meter reading resequencing by sequence number and increment?				
5	Create export file routine with defaults?				
6	Import file routine with defaults?				
7	Provide custom programming if needed?				
8	System support file layout for easy editing of exported and imported files?				
9	Software provide imported file reports?				
10	Allow auto resequencing of meters by time read?				
11	Have default high / low limits with manual override?				
12	Current interfacing with _____ meter reading system?				
13	Order of meter reading by either customer number or meter read route sequence?				
14	System can be filtered by the following:				
	Customer Number?				
	Read route Sequence?				
	Billing Cycle?				
	Group?				
	Customer Type?				
15	Option of including disconnected and or terminated customers in meter reading?				
	Maximum score for this category: 75				
	Utility Direct Pay Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Automatically withdraw enrolled customer's utility bill amounts form his/her bank account. By enrollment – optional service to customers?				
2	Create an automatic clearing house file for your bank?				
3	System provides route to import payments and post to customer accounts?				
4	Software will allow multiple accounts for individual customers?				

5	Accounts can be checking or savings, system flags account types chosen?				
6	Screen for layout of bank header file layout in format requested by bank?				
7	Report confirming detail of automatic clearing house file?				
8	Pre-notification for initial testing as new customer request service?				
9	Unique message printed on utility bills for direct pay participants?				
10	Utility bills can be printed together with participants and non-participants?				
11	Utility bills of participants can be run separately from non-participants?				
12	Payment withdrawals can be from savings and checking based on the following:				
	Percentage?				
	Fixed Amount?				
	Combination?				
	Maximum score for this category: 60				
	Service Orders Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Software provides departmental tracking of either utility billing interfaced orders or internal orders?				
2	Customer service order forms (formatted as user defined)?				
3	Supports user defined action codes and entry screens?				
4	Allows user authorization, assignment, review and completion process separately or in any combination?				
5	Reports service order status?				
6	Is real time interfaced with utility billing program?				
7	Software allows search by any of the following fields:				
	Service Order Number?				
	Location Address?				
	Customer Number?				
	Customer Name?				
	Action Code?				
	Department Code?				
	Project Code?				
	Status?				
	Due Date?				
	Assigned To?				
	Creation Date?				
8	Application will create batch service order creation for account shutoffs?				

	Maximum score for this category: 40				
	Accounts Payable Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Can you cancel invoices in the system?				
2	Can you adjust balances with audit trail?				
3	Can you void checks in the system?				
4	Monitor budget amounts when posting transactions to warn if budget is exceeded?				
5	Will the same screen allow you to close invoice balance when voiding a check?				
6	Can the system generate single checks on demand?				
7	Will voiding and adjusting entries update to general ledger and bank reconciliation?				
8	Can purchases be allocated to multiple expense accounts on either a flat amount or a percentage basis?				
9	Does the system allow an unlimited number of vendors?				
10	Does the system allow unlimited years of history?				
11	Will the system allow you to work in both current and future periods?				
12	Vendor account records should include:				
	Vendor Number?				
	Name?				
	Contact Person?				
	Address?				
	2nd Address?				
	Remit to Address (unlimited number)?				
	Phone Number?				
	2nd Phone Number?				
	Fax Number?				
	E-mail Address?				
	Tax ID Number or SSN?				
	Payment and Discount Terms?				
	Account Status?				
	Miscellaneous Notes?				
13	Does the system allow funds to be encumbered for purchases?				
14	Are encumbrances shown on expenditure report?				
15	Does the system support both check and voucher printing?				
16	Do transactions directly affect the general ledger accounts in:				
	Income?				
	Expenses?				

	Budget?				
17	Does the system support recurring entries (bi-weekly, monthly)?				
18	Are duplicate payments prevented?				
19	Can the system generate a payment approval list, with signature lines for the Water District council?				
20	Does the system provide user-defined payment terms?				
21	Access vendor history by vendor name, number, invoice date, invoice number, check date, check number?				
22	Does the system provide the use of clearing funds for accounts payable and payroll to disburse cash?				
23	Does the system verify budget status prior to accepting a transaction?				
24	How many digits are available for assigning vendor ID numbers?				
25	Maintain vendor file with name, addresses including email, street & mailing, web site url, invoice detail and history of all info. For current and past years?				
26	Does the system support temporary vendors?				
27	Easy ad hoc reporting including vendor invoice inquiry and open invoice listing by fund?				
28	Add vendors on the fly with easy vendor file set-up and maintenance?				
29	Will the system track vendor products/service codes?				
30	Support vendor note fields?				
31	Unlimited number of payable accounts?				
32	Tie each payable account to a separate cash account?				
33	Generate checks for multiple funds from the same cash account, in the same check run?				
34	Post one invoice to several account numbers?				
35	Ability to post-manual checks and post manual checks to multiple invoices and multiple accounts?				
36	Default G/L account number assignable for vendors?				
37	Support payment by vendor priority (date)?				
38	Separate transactions between 1099 & non-1099 amounts, print 1099's and reports (before or after year-end closing)?				
39	A/P software integrates to check reconciliation and outstanding check register report?				
40	Software shall have a customized invoice audit report for each pre-check run.				
41	Automatically calculates discounts owing to Water District per vendor?				
42	Ability to make modifications to open invoices with audit trail of modifications?				

43	Ability to void checks and reset system to print again?				
44	Software shall have multi-fund capability with interface to the G/L?				
45	Ability to charge current and/or prior period?				
46	Does system automatically enter next check number when printing checks?				
47	Multiple overlays for checking accounts using blank check stock?				
	Maximum score for this category: 235				
	Purchase Orders and Requisitions Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	System can provide full-automated encumbrance accounting?				
2	Requisitions and purchase orders can be by line item with multiple general ledger distributions?				
3	Acceptance is controllable on requisitions and purchase orders by both percentage and fixed dollar amount?				
4	System auto-interfaces to material management to create PO's and receiving of inventory items?				
5	Users can track open and closed PO's?				
6	Software provides simple routine to close open PO's and encumbrance G/L entries?				
7	Will allow multiple shipping addressees?				
8	System provides for multiple general ledger distributions of single item?				
9	Purchase orders have receiving entry procedure?				
10	Software will create and support blanket PO's?				
11	Application can be searched by the following fields:				
	Requisition Number?				
	Purchase Order Number?				
	Vendor Number?				
	Vendor Name?				
12	System will provide the follow standard reports:				
	Requisitions (in custom format as user defines)?				
	Requisition Register?				
	Requisitions Vs. Budget?				
	Requisition Status?				
	Purchase Orders (in custom format as user defines)?				
	Purchase Orders Register?				
	Purchase Order Audit Trail?				
	Purchase Order Exception?				
	Purchase Order Receiving?				

13	System interfaces with Accounts Payable, General Ledger, Materials Management, and Project Management?				
14	Routine for easy error correction?				
15	Requisitions process will provide a user defined, on screen, approval process by the following levels:				
	Amount?				
	Department Head?				
	Administration?				
	Maximum score for this category: 75				
	Accounts Receivable Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Maintain customer file with name, addresses including email, street & mailing, invoice detail and history of all information for current and past years?				
2	Easy ad hoc reporting including customer invoice inquiry and open invoice listing by fund?				
3	Add vendors on the fly with easy customer file set-up and maintenance?				
4	Support customer note fields?				
5	Unlimited number of active accounts receivable?				
6	Create charge codes containing rate structure and descriptions?				
7	Provide cash distribution and billing/invoicing?				
8	Process and print billings at one time or in multiple sessions?				
9	Process one-time charges for any customer?				
10	Apply payments or credits to specific invoices allowing credit balances in customer accounts?				
11	Print customer statements sorted by any alphanumeric choice, name, address, zip, email, etc.?				
12	Post single billings to multiple account segments?				
13	Create billing/invoice groups to process automated and recurring customer billings on pre-determined billing periods (multiple cycles)?				
14	Print customized sub ledger reports including aging?				
15	Post payments to customer account and G/L with one entry?				
16	A/R software shall have interface to G/L with multi-fund capabilities?				
17	System is real time system not batch processing?				
18	Menus have drop-down or pop-up capabilities for detail?				
19	ALL screens in a GUI format?				
20	System has complete on-line help function?				

21	Report writer for ad-hoc reporting?				
22	Does the system allow user-defined delinquent account penalties (flat fee or percentage)?				
23	Does the system allow partial payment of invoices with detailed tracking?				
24	Does the system allow for entry and generation of:				
	Invoices?				
	Statements?				
	Delinquent Notices?				
25	Customer account records should include:				
	Customer Number?				
	Name?				
	Contact Person?				
	"Bill To" Address?				
	"Ship To" (or alternative) Address?				
	Phone Number?				
	Fax Number?				
	Account Status (active, inactive, delinquent)?				
	Miscellaneous Notes?				
26	Does the system interface with:				
	General Ledger?				
	Cash Receipting?				
27	Access customer history by customer name, customer number, invoice date, and invoice number?				
28	Does the system provide the following reports:				
	Customer Listing?				
	Accounts Receivable Aging?				
	Delinquent Accounts Listing by Customer?				
	Customer Statement Summaries?				
	Maximum score for this category: 140				
	Payroll/Benefits Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Payroll software shall accommodate a minimum of thirty (30) user definable pay codes?				
2	Payroll software shall accommodate a minimum of fifty (50) user-definable deduction codes?				
3	Handle unlimited number of employees?				
4	Ability to define leave accrual rates? Software shall report accrued compensated absences for all employees of each fund tracking by user specific date: 1. Vacation time due, showing hours and cash value; 2. Sick leave hours, showing hours and cash value and 3. Compensatory Time, showing hours and cash value?				

5	Software shall have the ability to accrual Federal Withholding, PERA, Medicare and/or FICA on any given record separately; i.e., apply one or all?				
6	Software shall have the ability to define employer paid and employee paid PERA and incorporate into one deduction distribution? User-definable payee source of PERA if employer is paying both contributions?				
7	Ability to track "floating holidays" which are holidays accrued leave time, but taken at different user-defined time, as well as track standard holidays?				
8	Payroll software shall allow and set parameters for deduction codes to be based on gross base, with overtime, or may be based on gross, without overtime, or a combination of multiple earning codes?				
9	Software shall have unlimited years of history online?				
10	Payroll shall allow employee master files to be placed in an inactive status without deleting labor distribution history?				
11	Software supports FLSA pay rules and accommodates rule changes in law?				
12	Payroll software shall have the ability to track and report worker's compensation wages with all overtime reported separately. Software shall have the ability to calculate multiple class codes to split hours for one employee?				
13	Software shall have the ability to identify employees by status, i.e. full time, seasonal, temporary, part time, permanent-part time, salary, and hourly?				
14	Software shall have the ability to accommodate a minimum of bi-weekly, monthly and quarterly payroll?				
15	Software shall have multi-fund capabilities in order to report all payroll costs by fund and allocate payroll taxes and employer cost on a G/L account(s) basis?				
16	Payroll software shall have the ability to monitor the limits of accruals for vacation, sick, compensation hours, donated sick hours, holiday hours not used, and others as needed?				
17	Software shall have the ability to setup automatic accrual changes for employee benefit increases?				
18	Software shall have tax rate tables easily changed by user. Ability to change the W-2 formats and produce W-2 reports?				
19	Software shall have the ability to produce federal and State quarterly formats and reports?				
20	Software shall be table driven with the ability to allow user to generate reports and/or customer reports with ease including a preliminary payroll register?				

21	Payroll software shall have a check clearing process and be compatible with system bank reconciliation module?				
22	Payroll software shall have the ability for Labor Distribution of payroll costs, including but not limited to: by employee; by fund; 350 project codes, and 250 costs centers?				
23	Software shall have the ability to distribute payroll costs to a minimum of 20 cost centers per individual time card?				
24	Payroll software shall provide concise individual employee year-to-date reports?				
25	Payroll software shall be integrated with the General Ledger module of the proposed system?				
26	Software shall allow unused benefits to be carried forward into the next year with various limits applied to sick leave and vacation accruals?				
27	Software shall have the ability to generate information for direct deposit, federal, state, & SSA reporting through electronic file transfer and/or internet access?				
28	Software shall allow for direct deposit to multiple bank accounts?				
29	Payroll check output shall be capable of sorting in user-defined order; i.e., department, special attachment, etc?				
30	Payroll software shall provide for manual check entry and automated check issuance in the same pay period?				
31	Software shall allow for manual adjustments of all employee benefits and deductions?				
32	Software shall produce reports that comply with EEOC reporting?				
33	Payroll software shall have the ability to generate payroll for multiple companies?				
34	System is real time system not batch processing?				
35	Menus have drop-down or pop-up capabilities for detail?				
36	ALL screens in a GUI format?				
37	System has complete on-line help function?				
38	Report writer for ad-hoc reporting?				
39	Handle an unlimited number of accounts?				
40	Does the system support standard user-defined salary tables?				
41	Allow unlimited salary tables?				
42	Does the system support part-time and hourly employees, with pro-rated benefits?				
43	Does the system accommodate employees with unusual shifts (i.e., police)?				
44	Can the system support multiple positions for a single employee?				

45	Does the system automatically account for and distribute overtime pay in accordance with the Fair Labor Standards Act (FLSA)?				
46	Does the system track accrued time earned?				
	Vacation?				
	Sick Time?				
	Comp Time?				
	How many user defined accruals?				
47	Does the system support multiple pay periods?				
48	Does the system support payroll draws?				
49	Allow an unlimited number of pay types?				
50	Will the system generate all Federal and State reporting requirements?				
51	Can the system generate:				
	W2 statements?				
	1099R statements?				
	941 and other quarterly reports?				
52	Can the system file State reports electronically?				
53	Can the system track job or project costing information?				
54	Unlimited number of employees allowed?				
55	Can the system support labor union or other:				
	Deduction calculations?				
	Reporting?				
	Deferred compensation plus employer match?				
	Payroll contributions such as state employment security payments?				
	Flexible spending (Section 125) plan?				
56	Can tax tables be maintained and updated by the user?				
57	Can the system provide daily time entry?				
58	Support other methods of time entry such as electronic time clocks?				
59	Is an automatic payroll deposit provided?				
60	Does the payroll system allow for remote data entry of timesheets?				
61	Is all pertinent payroll information on one or two screens?				
62	Does the application provide standard pay and or pay by exception routines?				
	Maximum score for this category: 310				
	Payroll Timekeeping Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Tracks hours worked by each department or on each project?				

2	Interfaces with general ledger, payroll, and project management applications?				
3	Creates reports for department heads?				
4	Will import hours from electronic time clocks, ID scanners, finger print, palm, etc. (fixed length or comma delimited files)?				
5	Provides complete time reporting?				
6	Allows manual hours entry?				
7	Track and bill multiple rates?				
8	Supports employee defaults for time allocations?				
9	System tracks equipment time entry?				
10	Allows quick default overrides?				
11	Software can apply labor overheads by account or by job?				
12	System links payroll pay codes to specific actives?				
13	Provides split time expense over multiple months?				
14	Inquiry information by week or day using following fields:				
	Detail?				
	Summary?				
	Activity?				
	Task?				
	General Ledger Account?				
15	System standard reports:				
	Time?				
	Hours?				
	Balancing reports?				
	Timesheet register?				
	Task /activity reports?				
	Equipment charges / hours report?				
	Overheads applied report?				
	Maximum score for this category: 75				
	Cash Receipting Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Receipting software shall have the ability to interface with General Ledger, Utility Billing, Accounts Receivable, Business License, Court and Improvement District modules and access these packages for inquiries (onscreen and printable)?				
2	Software shall have menu-driven capabilities with on-line inquires into accounts?				
3	Software shall have easy error correction and recovery?				

4	Software shall manage daily accounting during billing period closing and have specifiable cut-offs for control of payment dates and time?				
5	Ability to have pre-assigned GL numbers and user-definable revenue types?				
6	Software shall have the ability to separate payment types; i.e. cash, check, credit card, etc. and display on reports?				
7	Software shall provide multiple cash drawers with capabilities of entries being tracked by individual operators?				
8	Ability to provide change calculations and automatically displaying account balances (if configured)?				
9	Ability to categorize revenue and provide internal control tracking capabilities?				
10	Software shall have audit trail and control with security protection?				
11	Software shall have the ability to create quick data entry for mail-in and drop box payments?				
12	Software supports import of payments from internet/telephone?				
13	Will print detailed receipts at point of payment?				
14	Reports system should generate as follows:				
	Receipt registers by date, receipt number, or revenue type?				
	Payment registers by date, receipt number or revenue type?				
	Payment register with listing of check numbers, customer names, and amounts for bank deposit?				
	Un-updated payments?				
	General ledger and updated payments report to other systems?				
	General ledger detail?				
15	Does application provide ability to void bad receipts with an audit trail?				
	Maximum score for this category: 75				
	Asset Management Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Interfaces with general ledger and project management applications?				
2	Create asset codes grouped by type, category, department, depreciation, etc. for inventory control?				
3	Assign and track asset tag numbers to each asset?				
4	Generate and print bar codes tag for asset labeling?				
5	Software shall have the ability to provide calculations by department, category or transaction?				

6	Software shall have the ability to control tag numbers, serial numbers, model numbers and location?				
7	Ability to provide single line report capabilities (on-screen or printed) by fund, department, valuation, classifications, date acquired, date disposed, etc.?				
8	Categorize assets by user-definable groups- equipment, vehicles, furniture, etc.?				
9	Create custom depreciation schedules and assets based on depreciation method?				
10	Maintain a minimum of five (5) years of history for assets status, depreciation and disposal?				
11	Software provides gain on sale schedule?				
12	Interfaces with general ledger accounts for:				
	Acquisition of asset?				
	To capitalize asset?				
	Annual depreciation?				
	Sale of asset?				
13	Will support straight line, declining balance or custom methods of depreciation?				
14	Reporting in standard format:				
	Depreciation Schedule?				
	Asset lists / labels?				
	Inventory / verification?				
	Acquisition?				
	Disposition?				
	Transfer?				
	General Ledger Detail?				
15	Software shall have the ability to print customized asset register?				
	Maximum score for this category: 75				
	Improvement Districts Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	System fully interfaces with cash receipting and general ledger applications?				
2	Program allows inquiry (view only) of information displaying the following:				
	Account activity?				
	Property assessment payment schedules?				
	Payoff amounts?				
	Specific details about accounts, districts, properties, and owners?				
3	Software provides amortization schedules with the ability to do manual override if wanted?				

4	System will create payment schedules with manual override if wanted?				
5	Software has capability to allow interest rate changes by period?				
6	System security provides password access limited at the following levels:				
	Application?				
	Menus?				
	Authorizations?				
7	Payment allocation method is user defined?				
8	Provides for accounts to be set-up using the following options:				
	As a batch?				
	Single accounts?				
	Splitting of existing accounts?				
9	Will allow extra payments and payment allocation by user?				
10	System can provide user defined prepayment grace period?				
11	Interest calculation methods or options include:				
	Simple, Full period?				
	Simple, Daily?				
	Fixed Payment?				
12	Prepayment tracking feature recording history, and ability in software to recalculate assessment receivables?				
13	Software has the ability to create a user defined reserve fund and track balance and allocation of fund?				
14	Software can provide on-the-fly account payoff calculations for owner?				
15	System has built-in routine to export information to Tax roll?				
16	System will allow for multiple districts to stand alone pertaining to:				
	Due dates?				
	Grace periods?				
	Notification procedures?				
	Length of period billing?				
17	Provide routine for multiple property divisions and calculates new amortization schedules?				
18	Property divisions may be allocated by manual or percentage amounts?				
19	Software will search accounts by the following fields:				
	Account number?				
	District?				
	Location Address?				

	Owner Name?				
	Owner Number?				
	Property Number?				
20	Software has the capability to track for multiple:				
	Accounts?				
	Bond Agencies?				
	Districts?				
	Owners?				
21	System can measure financial benefits of proposed districts?				
22	Software shall have the ability to view without printing standard and user defined reports?				
23	System will provide the follow standard reports:				
	Account History?				
	Account Payoff?				
	Assessment Receivable?				
	Delinquent Account List & Notices?				
	Delinquent Aging?				
	Disputed items?				
	District List?				
	Payment Register?				
	Statement?				
	Transaction Allocation?				
	Transaction Register & Summary?				
24	Does application provide bond payment tracking?				
	Maximum score for this category: 120				
	Material Management Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Currently complies with GASB 34 requirements?				
2	Interfaces with accounts payable/PO's, accounts receivable, general ledger, and project management applications?				
3	Reorder points limits can create requisitions?				
4	Invoices can create new materials?				
5	Allow selling of inventory and create invoices in accounts receivable application?				
6	Software will provide for bar coding of inventory?				
7	Filter inventory items by:				
	Department?				
	Description?				
	Location?				
	Category?				
8	Track vendors by last purchase date and price?				

9	System supports digital image of inventory item?				
10	Inventory can be reserved for future projects?				
11	Cost of inventory items can be based on average cost, FIFO, or LIFO?				
12	Overhead and stores clearing cost program calculated?				
13	System generated pick lists to issue inventory automatically?				
14	Inventory reporting by multiple locations?				
15	Detail inventory change, tracking and history by system?				
16	Software supports vendor part numbers?				
	Maximum score for this category: 80				
	Project Management Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Interfaces with material management, payroll, accounts payable, general ledger, asset management, timekeeping and accounts receivable?				
2	Software provides project estimation?				
3	Project control and authorization?				
4	System accumulates costs of labor, equipment and materials for specific projects?				
5	At close of job system will create a fixed asset?				
6	Software calculates fixed cost of mass units based on actual cost?				
7	System will enable direct cost for labor, equipment and material cost?				
8	Software allows job order types?				
9	Creation of standard assembly units?				
10	Will reserve and release materials?				
11	System creates material pull list for warehouse?				
12	Routine for Project closing?				
13	Reporting on project variance?				
14	Software supports drill down for details?				
15	Long range capital planning and fixed asset management?				
16	Supports GASB 34 implementation requirements?				
17	Will forecast cost for customer contributions in aid to construction?				
18	Provides financial reporting in detailed information and accuracy?				
	Maximum score for this category: 90				
	Business License Requirements:	**Yes**	**No**	**Suggested Alternative**	**Score 0-5**
1	Software fully interfaces with cash receipting application?				
2	Can tie a business to multiple licenses?				

3	Can tie an owner to multiple businesses?				
4	Will system track renewal information?				
5	Software information will cross reference to sales tax?				
6	Software provides fields for following information types:				
	Owner information?				
	Manager information?				
	Location information?				
	Business nature?				
	Business code?				
	License approval?				
7	Reporting and forms provided:				
	Business License (custom formatted)?				
	Expired Licenses Report?				
	Renewal Licenses Reminder?				
	Renewal Notices?				
8	Information searchable by the following:				
	Owner's Name?				
	Business Name?				
	Location?				
	License Number?				
	Business Code?				
	Maximum score for this category: 40				

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 12, 2016

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve Resolution 2016-29 approving a FY2016-2017 Cooperative Agreement with NMDOT for road repair on Panorama Way North

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Background/Facts : The Village of Angel Fire applied for a Cooperative grant with NMDOT for road repairs to Panorama Way North. We received notification that our grant request was selected for funding. The total grant amount is for $49,092. NMDOT's portion is $36,819 and the Village is responsible for $12,273. We will apply for a match waiver for this amount.

Alternatives: N/A

1) **Financial Impact and Review**:

Financial Impact: Yes
Budgeted Item: X yes ____no
Funding Source: Streets Department

Finance Department Comments and Review:

Finance Directors Signature

2) **Attached Documents: Resolution 2016-29**

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3) **Staff's Recommended Motion: Motion and Second to approve Resolution 2016-29 for NMDOT's Cooperative Agreement for road repairs to Panorama Way North in the amount of $49,092.**

---

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

Approval: ✓ Disapproval: _____ other: _____

Manager's Comments:

Signature:

RESOLUTION 2016-29

A RESOLUTION 2016-29 AUTHORIZING EXECUTION OF THE NMDOT FY2016-2017 COOPERATIVE AGREEMENT FOR FUNDS IN THE AMOUNT OF $49,092, FOR THE RECONSTRUCTION OF PANORAMA WAY NORTH

WHEREAS, the Village of Angel Fire received an agreement from New Mexico Department of Transportation in the amount of $49,092 to reconstruct one mile of roadway on Panorama Way North; and

WHEREAS, NMDOT is responsible for 75% percent of the total grant amount, which is $36,819; and

WHEREAS, the Village of Angel Fire agrees to pay 25% of the total grant amount, which is $12,273; and

WHEREAS, the Village of Angel Fire will apply for a match waiver for this project: and

WHEREAS, the Village of Angel Fire believes it is in the best interest of all of its Citizens to participate in this agreement; and

WHEREAS, the Village of Angel Fire has agreed to assume ownership, liability and continued maintenance responsibility for these roads.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Angel Fire that the Mayor of said Village is authorized to sign the agreement to request these funds.

PASSED, ADOPTED AND APPROVED THIS 12th DAY OF JULY, 2016.

_____
Barbara Cottam, Mayor

ATTEST:

_____
Terry Cordova, Village Clerk

Contract No. _____
Vendor No. 48993
Project No. SP-4-17(963)
Control No. L400277

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2016 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **VILLAGE OF ANGEL FIRE,** ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various entity streets,** as described in Project No. **SP-4-17(963)**, Control No. **L400277,** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Forty Nine Thousand, Ninety Two Dollars ($49,092.00)** to be funded in proportional share by the parties hereto as follows:
   a. **Department's** share shall be **75%** **$36,819.00**

      Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various entity streets.

b. The **Public Entity's** required proportional matching Share shall be **25%** For purpose stated above **$12,273.00**

c. **Total Project Cost** **$49,092.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Forty Nine Thousand, Ninety Two Dollars ($49,092.00).**

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 17 below to ensure timely processing.
4. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
5. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
6. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
7. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors'

construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

8. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
    a. Utility Certification,
    b. Drainage and storm drain design,
    c. Geotechnical design,
    d. Pavement design,
    e. Environmental and archaeological clearances Certification,
    f. Right of-way acquisition Certification,
    g. Hazardous substance/waste site(s) contamination,
    h. Railroad Certification,
    i. Intelligent Transportation System (ITS) Certification
9. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
10. Obtain all required written agreements or permits, when applicable, from all public and private entities.
11. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
12. Complete the project within 18 months of approval of funding by the State Transportation Commission.
13. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
14. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of

Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost," form,** which is attached as Exhibit A.

15. Within thirty (30) days of completion, furnish the Department an **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **"Project Certification of Design, Construction, and Cost"** form.
16. Failure to provide the **"Project Certification of Design, Construction, and Cost"** form and an **"AS BUILT Summary of Costs and Quantities"** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
17. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978

Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statues, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on **December 31, 2017**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – SCOPE OF AGREEMENT:

This Agreement 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 this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY-ONE – APPLICABLE LAW:

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____

Cabinet Secretary or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By:_____ Date: _____

Assistant General Counsel

VILLAGE OF ANGEL FIRE

By:_____ Date: _____

Mayor

ATTESTED

By:_____ Date: _____

Village Clerk

EXHIBIT A
PROJECT CERTIFICATION OF DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____
   And completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 12, 2016

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve Resolution 2016-30 for participation in the Local Government Road Fund Hardship Match Waiver Program through NMDOT

Background/Facts : The Village of Angel Fire has received an COOP grant in the amount of $49,092. NMDOT's portion is 75% or $36,819 and the Village's portion is 25% or $12,273. The Village wishes to apply for LGRF Hardship Match Waiver in the amount of $12,273 to help alleviate the financial burden the match would place on the Village.

1) **Financial Impact and Review:**

Financial Impact: Yes
Budgeted Item: Yes
Funding Source: Streets Department
Finance Department Comments and Review:

Finance Directors Signature

2) **Attached Documents: Resolution 2016-30**

3) **Staff's Recommended Motion: Motion and Second to Approve Resolution 2016-30**

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

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

Manager's Comments:

Signature: _____

RESOLUTION 2016-30

VILLAGE OF ANGEL FIRE

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND HARDSHIP MATCH WAIVER PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Angel Fire and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be ***$49,092*** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or ***$36,819***

and

b. ***The Village of Angel Fire's*** proportional matching share shall be 25% or ***$12,273***

TOTAL PROJECT COST IS ***$49,092***

Village of Angel Fire shall pay all costs, which exceed the total amount of **$49,092**.

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

WHEREAS, the **Village of Angel Fire** qualifies for the Match Waiver because the Village has had a number of financial setbacks recently which has resulted in a lack of funds available for road projects such as this one. In addition, the Village of Angel Fire has sustained recent infrastructure failures such as the failure of Coffey Well 2 as well as needing to use available funds for significant improvements to our water/waste water treatment plant and road infrastructure.

Now therefore, be it resolved in official session that **Village of Angel Fire** determines, resolves, and orders as follows:

That ***Village of Angel Fire*** requests a Match Waiver in the amount of ***$12,273*** for LGRF Project for year 2016 – 2017 to plan, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various entity streets within the control of the ***Village of Angel Fire*** in **Angel Fire/Colfax**, New Mexico.

_____ _____

Barbara Cottam, Mayor July 12, 2016

Attest:

_____ _____

(Terry Cordova, Village Clerk July 12, 2016

VILLAGE OF ANGEL FIRE
P.O. Box 610
ANGEL FIRE, NEW MEXICO 87710
www.angelfirenm.gov
575.377-3232 EXT. 112 FAX 575.377-3280

July 12, 2016

John Herrera
New Mexico Depart of Transportation
District 4 Office
PO Box 10
Las Vegas, NM 87701

Dear John,

The Village of Angel Fire is interested in applying for the Local Government Road Fund Match Waiver Program per New Mexico Administrative Code 18.27.3.8 for our FY 2016/2017 Project No. SP-4-17(963) and Control No. L400277 as follows:

Total Project:	$49,092
State Share:	$36,819
Municipality or County Share:	$12,273

We have included a Resolution for analysis by the Department of Finance and Administration in consideration of this Match Waiver request.

If you have question you can contact Tracy Orr at 575-377-3232.

Sincerely,

Barbara Cottam, Mayor

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 12, 2016

TO: Mayor / Council and Village Manager

FROM: Finance Department

SUBJECT: Resolution 2016-31 - The authorization to refinance RUS Water & Waste Water Revenue Bonds, Series 1998, 1999 and 2007.

Background/Facts: To take advantage of record low interest rates and reduce the cost of debt service for the Village the Finance Department is recommending that the Village submit to the New Mexico Finance Authority an infrastructure loan application to refinance existing RUS loans. The refinance will result in a savings of approximately $1.2 million in debt service expense over the life of the loans and reduce the payoff period by 10 years.

Alternatives: Continue paying off the debt under the current RUS loans.

1) **Financial Impact and Review**:
   Financial Impact: Yes
   Budgeted Item: Not currently but if approved the FY17 budget will be adjusted to reflect the savings.
   Funding Source: NMFA
   Finance Department Comments and Review:
   This is an important step in our plan to restructure overall Village debt.

   _____
   Finance Manager's Signature

2) **Attached Documents: Resolution 2016-31, NMFA Loan Application, Debt Overview**

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

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

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

Manager's Comments:

Signature: _____

VILLAGE OF ANGEL FIRE, NEW MEXICO
RESOLUTION NO. 2016-31

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE FOR REFUNDING PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Village of Angel Fire, New Mexico ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Village of Angel Fire Council ("Governing Body") is authorized to issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Finance Authority for public projects; and

WHEREAS, the Governing Body intends to issue bonds for purchase by the Finance Authority or enter into a loan agreement with the Finance Authority to refund RUS Water & Wastewater Revenue Bonds, Series 1998, Series 1999 & RUS Series 2007 (the "Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

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

Section 1. That all action (not inconsistent with the provisions hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Finance Authority for its review, and are further authorized to take such other action as may be requested by the Finance Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

PASSED, APPROVED AND ADOPTED this 12 day of July, 2016.

VILLAGE OF ANGEL FIRE, NEW MEXICO

[SEAL]

By_____
Barbara Cottam, Mayor

ATTEST:

By_____
Terry Cordova, Village Clerk

NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND INFRASTRUCTURE APPLICATION

I. GENERAL INFORMATION

A. APPLICANT/ENTITY

Application Date: 6/6/2016

Applicant/Entity: Village of Angel Fire

Address: P.O. Box 610, Angel Fire, NM 87710

County: Colfax Colfax Colfax

Federal Employer Identification Number (EIN) as issued by the IRS:

Legislative District: Senate: House:

Phone: 575-377-3232 Fax: 575-377-3280 Email Address: bwier@angelfirenm.gov

Individual Completing Application: Regina Gaysina

Address: 6301 Uptown Blvd. NE Suite 110 Albuquerque NM 87110

Phone: 505-872-5993 Fax: 505-872-5979 Email Address: Regina.gaysina@rbccm.com

B. CONSULTING PROFESSIONALS (Bond/Legal Counsel, Architect, Engineer, etc.), if available:

Firm: RBC Capital Markets

Contact: Paul Cassidy

Address: 6301 Uptown Blvd. NE Suite 110 Albuquerque NM 87110

Phone: 505-872-5999 Fax: 505-872-5979 Email Address: Paul.cassidy@rbccm.com

B. BOND COUNSEL PRIMARY CONTACT PERSON:

Name:

Contact:

Address:

Phone: **Fax:** **Email Address:**

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of the project. Provide Funds to refund the City's outstanding RUS Loan Series 1998, RUS Loan Series 1999, RUS Loan Series 2007

2. Proposed Project Start Date: August 2016 Proposed Project Completion Date: August 2017

   When do you need NMFA funds available? August 2016

3. How will the ongoing maintenance, operation, and replacement of this project be funded?
   By the Village of Angel Fire

4. Provide a detailed drawdown schedule for project payments. The schedule may reflect monthly or quarterly payments.

B. Total Project Cost & Sources of Funds Detail.

Construction Activities	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Planning and Design	$	$	$	$
Construction	$	$	$	$
Equipment	$	$	$	$
Infrastructure Activities				
Facility Acquisition	$	$	$	$

Land Acquisition	$	$	$	$
Utilities (Electric, Gas, Water, etc.)	$	$	$	$
Engineering and Architectural	$	$	$	$
Contingencies	$	$	$	$
Project Administration/Legal Fees	$	$	$	$
Project Proceeds	$			$
Deposit to Refunding Fund	**$6,890,000.00**	$	$	**$6,890,000.00**
Cost of Issuance	**$70,000.00**			**$70,000.00**
Total Cost:	**$6,960,000.00**	$	$	**$6,960,000.00**

*Specify any other public funds, and amounts and terms of these funds, i.e. FmHA, CDBG, EPA, etc.

Source	**Amount**	**Terms / # of Years**
	$	
	$	
	$	
Total:$	$	

Attach a letter verifying that each non-NMFA funding source has been approved, or is in the process of being approved for this project. Explain any exceptions.

C. Will this project require right-of –way acquisition? Yes☐ No☒

If yes, specify any right-of-way needs, and whether acquisition may or may not delay beginning of project.

D. Who will hold title to the land where the project is to be located? Village of Angel Fire

If this is land owned by the Bureau of Land Management, State Land Office, or Tribal Land, please attach lease agreements. (If there is no clear title, attach an explanation of ownership arrangements).

E. Does this project require a Joint Powers Agreement (JPA)? Yes☐ No☒

If yes, provide a copy of (attach) the JPA, which should include a list of the current membership

III. FINANCING

A. 1. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

☐ Municipal Local Option GRT – please specify: _____

☐ County Option GRT – please specify: _____

☐ Other Tax-Based Revenue: _____

☐ State-Shared GRT
☐ Law Enforcement Funds
☐ Fire Protection Funds
☒ Net System Revenues: Series 1998 & Series 1999 Sewer System
Series 2007 50% Sewer System / 50% Water System

☐ Other Revenue: _____

2. Is there an alternative revenue source available to pledge to pay debt service in the event that the primary pledged revenue is unavailable or insufficient? Yes ☐ No ☒ If yes, specify:

3. Preferred financing term: 32 years (Final Maturity in 2048).

B. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☒ ☐

The City has additional Series of Water & Wastewater Revenue Bonds (not including RUS Loans Series 1998,1999 & 2007) 2010 WTB Loan & 2010 WTB Loan II. The attached schedule details the Water & Wastewater Debt for the Village of Angel Fire.
If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

☐ Equipment cost breakdown (if applicable)
☐ Three most recently completed fiscal year audit reports
☐ Current unaudited financials
☐ Current fiscal year budget
☐ Verification of ownership of land where project will be located
☐ Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
☐ Joint Powers Agreement (if applicable)

B. In addition, complete the following information, using additional paper as necessary. **These items will be required prior to disbursement of NMFA proceeds:**

☐ Provide a detailed drawdown schedule for project payments
☐ Final technical information for the project, stamped and approved by a registered engineer
☐ Cost breakdown of the project, certifiable by either an engineer or architect
☐ Area map, site map, and floor map (if applicable)
☐ Verification of ownership of land where project will be located
☐ Documentation that each Non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)

- [ ] Documentation showing status of right-of-way acquisition (if applicable)
- [ ] Explanation of land ownership arrangements (if applicable)

☐ List all required permits and licenses necessary to complete this project. Detail the status of each item, a plan of action, and time frame for completing incomplete permits and licenses. Also provide a copy of all permits and licenses.

☐ Is there litigation pending which would have a bearing on this project or applicant? Yes ☐ No ☐
If yes, provide a complete summary of all circumstances relating to such litigation.

☐ Indicate the regular meeting dates for your authorizing body: _____

V.CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature: _____ **Title:** _____
(highest elected official)

Jurisdiction: _____

Print Name: _____ **Date:** _____

Signature: _____ **Date:** _____

Finance Officer/Director: _____

Refunding RUS Loan Series 1998/1999/2007 – One Issue Overview – Refunding Recommended

Refunding Series 1998,1999, 2007	
Sources:	
Bond Proceeds:	
Par Amount	$6,960,000.00
	$6,960,000.00
Uses:	
Refunding Escrow Deposits:	
Cash Deposit	$4,714,328.76
SLGS Purchases	1,704,816.00
	$6,419,144.76
Debt Service Reserve Fund:	$415,584.50
Delivery Date Expenses:	$70,000.00
Cost of Issuance	52,200.00
NMFA Fee	$122,200.00
Other Uses of Funds:	$3,070.74
Additional Proceeds	$6,960,000.00

Dated Date		10/17/2016
Arbitrage yield		2.765%
Escrow yield		0.253%
Value of Negative Arbitrage	$	8,713.15
Bond Par Amount	$	6,960,000.00
True Interest Cost		2.835%
Net Interest Cost		2.867%
Average Coupon		2.811%
Average Life		13.3349
Par amount of refunded bonds	$	6,353,042.00
Average coupon of refunded bonds		0.045833315
Average life of refunded bonds		15.2377
PV of prior debt	$	7,780,990.32
Net PV Savings	$	1,239,645.56
Percentage savings of refunded bonds		19.51%
Refunding Efficiency		99.30%

NMFA Rates as of 6/27/2016 + 25bps

Refunding RUS Loan Series 1998/1999/2007 – One Issue Overview – Refunding Recommended

Bond Debt Service

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2017	$150,000.00	0.920%	$89,794.84	$239,794.84
09/01/2018	250,000.00	0.960%	165,196.00	415,196.00
09/01/2019	250,000.00	1.040%	162,862.67	412,862.67
09/01/2020	255,000.00	1.100%	160,331.00	415,331.00
09/01/2021	255,000.00	1.200%	157,611.00	412,611.00
09/01/2022	260,000.00	1.350%	154,701.00	414,701.00
09/01/2023	260,000.00	1.440%	151,269.00	411,269.00
09/01/2024	265,000.00	1.520%	147,619.67	412,619.67
09/01/2025	270,000.00	1.600%	143,689.00	413,689.00
09/01/2026	275,000.00	1.760%	139,542.33	414,542.33
09/01/2027	275,000.00	2.120%	135,032.33	410,032.33
09/01/2028	285,000.00	2.380%	129,520.00	414,520.00
09/01/2029	290,000.00	2.570%	122,960.33	412,960.33
09/01/2030	295,000.00	2.720%	115,697.67	410,697.67
09/01/2031	305,000.00	2.840%	107,886.33	412,886.33
09/01/2032	315,000.00	2.940%	99,424.00	414,424.00
09/01/2033	320,000.00	3.020%	90,297.33	410,297.33
09/01/2034	330,000.00	3.080%	80,800.00	410,800.00
09/01/2035	340,000.00	3.140%	70,806.67	410,806.67
09/01/2036	350,000.00	3.180%	60,282.00	410,282.00
09/01/2037	365,000.00	3.240%	49,384.00	414,384.00
09/01/2038	375,000.00	3.310%	37,753.50	412,753.50
09/01/2039	390,000.00	3.370%	25,584.50	415,584.50
09/01/2040	235,000.00	3.430%	10,747.33	245,747.33
	$6,960,000.00		$2,608,792.50	$9,568,792.50

Savings Summary

PV of savings from cash flow	$820,990.32
Plus: Refunding funds on hand	418,655.24
Net PV Savings	**$1,239,645.56**

Savings

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value
09/01/2017	$259,781.24	$239,794.84	$19,986.40	$21,514.16
09/01/2018	434,632.75	415,196.00	19,436.75	23,090.08
09/01/2019	434,740.42	412,862.67	21,877.75	24,765.06
09/01/2020	434,707.25	415,331.00	19,376.25	21,888.39
09/01/2021	434,952.20	412,611.00	22,341.20	23,947.87
09/01/2022	434,034.87	414,701.00	19,333.87	20,775.19
09/01/2023	433,790.05	411,269.00	22,521.05	22,892.23
09/01/2024	434,296.80	412,619.67	21,677.13	21,669.25
09/01/2025	433,088.08	413,689.00	19,399.08	19,329.91
09/01/2026	433,630.92	414,542.33	19,088.59	18,642.16
09/01/2027	432,729.85	410,032.33	22,697.52	20,866.82
09/01/2028	433,538.67	414,520.00	19,018.67	17,727.23
09/01/2029	433,504.30	412,960.33	20,543.97	18,414.27
09/01/2030	433,134.65	410,697.67	22,436.98	19,290.49
09/01/2031	433,228.75	412,886.33	20,342.42	17,473.47
09/01/2032	432,894.89	414,424.00	18,470.89	15,886.59
09/01/2033	432,736.94	410,297.33	22,439.61	18,049.36
09/01/2034	433,079.79	410,800.00	22,279.79	17,571.24
09/01/2035	432,767.64	410,806.67	21,960.97	17,009.38
09/01/2036	431,907.38	410,282.00	21,625.38	16,454.55
09/01/2037	432,157.27	414,384.00	17,773.27	13,948.96
09/01/2038	431,766.37	412,753.50	19,012.87	14,360.58
09/01/2039	433,604.39	415,584.50	18,019.89	13,566.35
09/01/2040	264,584.61	245,747.33	18,837.28	13,265.98
09/01/2041	97,682.94	0.00	97,682.94	50,521.98
09/01/2042	97,602.21	0.00	97,602.21	49,123.58
09/01/2043	97,393.98	0.00	97,393.98	47,701.76
09/01/2044	97,100.29	0.00	97,100.29	46,280.29
09/01/2045	96,595.03	0.00	96,595.03	44,803.54
09/01/2046	96,983.23	0.00	96,983.23	43,776.62
09/01/2047	97,201.43	0.00	97,201.43	42,698.27
09/01/2048	102,185.37	0.00	102,185.37	43,684.70
	$10,842,034.56	$9,568,792.50	$1,273,242.06	$820,990.32