Call to Order
Pledge of Allegiance
Roll Call
Approval of Agenda
Approval of Consent Agenda
  1. Approval of the June 9th Regular Council Meeting Minutes
Requests and Responses from the Audience (Limited to 3 minutes)
Announcements and Proclamations
Reports
  1. Governing Body Report
  2. Manager's Report
  3. Staff Report
  4. Committee Reports
Old Business:
  A. Discussion / Approval of an Ordinance Amending Section Eleven of Chapter Three of Title Four of the Village Code (2nd Reading) (Public Hearing)

New Business:
  A. Discussion/ Approval of Resolution 2020-20 a Resolution Authorizing Execution of the NMDOT FY21 Cooperative Agreement L400506
  B. Discussion/Approval of Resolution 2020-21 a Resolution Approving Participation in the Local Government Road Fund Program and Requesting a Match Waiver
  C. Discussion / Approval of a Contract Amendment #2 with Lawrence Ortega and Associates for the TAP Sidewalk Project

Terry Cordova, Village Clerk
Post: 06/18/2020

Jo Mixon, Mayor

THE PUBLIC IS INVITED TO ATTEND
Subject to Change Until Friday June 19th 2020 at 5:30pm
Next Council Meeting July 14th 2020
AGENDA MAY BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV
IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.

Please register for Village of Angel Fire, Village Council Meeting 6-23-2020 on Jun 23, 2020 5:30 PM MDT at:
https://attendee.gotowebinar.com/register/58365943701191708477
After registering, you will receive a confirmation email containing information about joining the webinar.
Brought to you by GoToWebinar®
Webinars Made Easy®
VILLAGE OF ANGEL FIRE
Regular Council Meeting Minutes
Tuesday June 9th, 2020
DRAFT
This meeting was conducted via GoToWebinar in compliance with the NM Open Meetings Act

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

Pledge of Allegiance
Mayor Mixon called for the Pledge of Allegiance.

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

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

Approval of Consent Agenda
1. Approval of the May 26th Regular Council Meeting Minutes
Mayor Pro-tem Lanon made the motion to approve the consent agenda. Councilor Billingsley seconded. Motion carried 4-0

Request and Responses from the Audience (Limited to 3 minutes)-None
Announcements and Proclamations -None

Reports
1. Governing Body Report
   Manager’s Report
   Manager Mitchell reported that the budget was submitted on time and has been accepted by DFA. He also reported that we have been seeing an increase in leaks to our water system but we are working on them at this time.

2. Staff Report
   Brad McCaslin, Police Chief gave an update on the police department. (see attached)

Committee Report-

Old Business: None

New Business:
A. Presentation /Update of the Enchanted Circle Trail Association Plan
Carl Colonius with Enchanted Circle Trails gave an update on their plan (see attached)

B. Discussion /Approval of Resolution 2020-15 a Resolution Approving Budget Adjustments for Fiscal Year 2020
Mayor Pro-tem Lanon made the motion to approve resolution 2020-15 a resolution approving budget adjustments for fiscal year 2020. Councilor Peterson seconded. Michael Steininger with DFA explained that once we were able to get your quarterly reports done and get you back in compliance with DFA, requirements was to run a comparison between the budget that was in the state system, to the budget that is in your cause, your Caselle system. In theory, the budgets should always match. They don't sometimes due to timing issues, but by and large, they should always match. In this case, we have 4 to 5 pages of line-by-line adjustments. I am not going to go through them in detail, because I think most of them are self-explanatory. However, we have 4 to 5 pages of differences between the Caselle system, such as the one that you as the governing body make your budget decisions on your operational decisions and the state system, which is what the state and the legislators judge you by. and, again, we need to get those into alignment. Therefore, after we got your quarterly reports done, I went through, starting with your fiscal year budget, I went through its entirety and compared it line by line back to what is being reported to the State. Total budget, in some cases, than not, the amounts were not significant, but they still did not agree and in other cases, there were significant variances between what you are operating on versus what is in the state system. Therefore, this bar is to get your two systems back into alignment. I still
believe that there are going to be a couple of things that are going to be slightly out of balance, which we can address when we do the final budget and budget adjustment in July. They were across the board, and since you are obviously more familiar with your budget than I am, if you look at the individual line items, they run the spectrum of individual line items. They are not focused like in payroll, or capital outlay, or supplies, they run the entire spectrum of your budgeting process. In my opinion, it is not worth your staff’s time or my time to go through and try to figure out where these went wrong, why there is the variance. So, I would rather focus on just getting this back into balance, not worrying about how it got there and then moving on starting July first with a new budget that I know is in agreement. Mayor Pro-tem Lanon asked how many findings we are looking at possibly in this year on the audit. Michael stated that question I really cannot answer specifically having not been involved in prior ones. Concern right now, and I hope I’m not speaking out of turn here is when Caselle was installed, it wasn’t installed completely and that did not pose a problem for your former finance director who felt more comfortable extracting the data out into Excel and doing his work in that. I do not know how to do that, and I do not advise people to do that. Your financial statements should be able to come right out of your system, as of right now, they do not, and what is in there is not accurate. The fact that you have no balance sheets that balance, you have no funds, that have a positive profit and loss, and you’re not making any money on any of your funds. I already know that the system cannot be relied on. Now, the report that apparently is being used by management to keep track of revenues and expenses runs off a different section of the database and that statement is usable. Most auditors do not look at that level of detail, but in this case, they may address it simply due to the sheer number of individual accounts that are involved. Councilor Peterson asked wouldn’t that be a mitigation in the audit finding that if they do find the findings, all of the adjustments is the mitigation to get it corrected. Michael answered yes that is correct. Manager Mitchell added that was part of the real discussions about bringing Mr. Steininger on and then continuing with getting an accountant to do the pre audit, to dig down deep enough to find all of this stuff. Motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson-aye.

C. Discussion/Approval of Resolution 2020-16 a Resolution Approving Budget Adjustments for Fiscal Year 2020

Mayor Pro-tem Lanon made the motion to approve resolution 2020-16 a resolution approving budget adjustments for fiscal year 2020. Councilor Trom seconded. Michael Steininger with DFA explained this Budget adjustment addresses the funds, in the case of the clean and beautiful. You received money this year that did not have a budget for it. Apparently, it was anticipated ultimate last year. While I am not overly concerned about receiving revenue that was not budgeted, as the concern was expressed, it could result in an audit finding, because technically, every revenue and every expense is supposed to be budgeted. So this budget adjustment addresses either items like that or you had a couple of funds where you have overspent year to date. We had a case of where money was transferred to cover the debt service payment on fire station number two; the transfer was a little bit more than the budget, only $1387. The fire protection fund itself is still well within budget. However, to make sure that we do not receive a finding for transferring more than was authorized, this addresses that. So at least as of the date this was done on June 2nd, all of your expenditures are now within their budgetary authority. Manager Mitchell added that the $700,000 was the GO bond payment of GO Bond 19, and as I discussed in previous meetings, this is the GO bond that will also have the payoff this coming year in August of 600,000 plus interest. Councilor Peterson asked, you are saying we might get a finding because of the clean and beautiful, which we usually get from New Mexico. Wouldn’t it be considered like the grant? We do not know what grants amount is. Michael stated that the clean and beautiful grant is a reimbursable grant. You have to spend the money out of that account and in our case; we did it out of general fund. The grant was approved, but the reimbursement did not come until this fiscal year. So, we had prior year expenses for fiscal year 19. We transfer that to the general fund account. We received the reimbursement during our current fiscal year and what they did not do was program the reimbursement. With no further questions, the motion carried 4-0 with Mayor Pro-tem Lanon -aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson aye.
D. Discussion/Approval of Resolution 2020-17 a Resolution Approving the Fiscal Year 2020/2021 Holiday Schedule
Mayor Pro-tem Lanon made the motion to approve resolution 2020-17 a resolution approving the fiscal year 2020/2021 holiday schedule. Councilor Trom seconded. Terry Cordova Village Clerk explained that each year the Village Council approve the holiday schedule for the upcoming fiscal year. This item fulfills this requirement. Manager Mitchell added we went back to the 10 holidays that are federal level and at the state government level, you will notice that we did put in the one day following Thanksgiving that has been allowable for years. They have that holiday put in there as long as it is the observance of another holiday. In this case, it's the observance holiday of Martin Luther King Day in January; we put that in for the day following Thanksgiving. With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson-aye.

E. Discussion/Approval of Resolution 2020-18 a Resolution Granting a Forty Nine Foot Encroachment for an Egress Walkway Deck/Stairs
Mayor Pro-tem Lanon made the motion to approve resolution 2020-18 a resolution granting a forty nine foot encroachment for an egress walkway, deck and stairs. Councilor Peterson seconded. Christine Breault, Planning and Zoning Coordinator explained that the roadway was built prior to the village annexation. The Cul-de-sac is not where it belongs. I have spoken with Mr. Cordova Sheets Superintendent. The Village has no intention of trying to fill in and bring this into compliance with our right of way. Therefore, he is for granting the stairway in a parking area off the street. In addition, the commission has sent a positive recommendation. With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson-aye.

F. Discussion/Approval of Resolution 2020-19 a Resolution Authorizing and Approving Submission of a Completed Application to the New Mexico Finance Authority
Mayor Pro-tem Lanon made the motion to approve resolution 2020-19 a resolution authorizing and approving submission of a completed application to the New Mexico Finance Authority. Councilor Peterson seconded. Regina Gaysina with RBC Capital went over villages current GO Bond plan of finance, and update on the upcoming bond issuance. (see attached). Motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson-aye.

G. Discussion/Approval of an Agreement for On-Call Engineering Services with Dennis Engineering Company
Mayor Pro-tem Lanon made the motion to approve an agreement for on-call engineering services with Dennis Engineering Company. Councilor Billingsley seconded. Fabian Mascarenas, Procurement Officer explained that the procurement department issued a request for proposal for on-call engineering services for the village of Angel Fire. We have negotiated an agreement with the highest scoring bidder, which is Dennis Engineering Company Incorporated. We would like to move forward in presenting this agreement to the Council for approval and execution to engage Dennis Engineering Company Incorporated as our village, on-call engineering service. With no further discussion, the motion carried 4-0.

H. Discussion/Approval of a Purchase Agreement With the Angle Fire Community Foundation and the Village of Angel Fire to Purchase the Stromberg Center, Also Known as Fire Station #1
Mayor Pro-tem Lanon made the motion to approve the purchase agreement with the Angel Fire Community foundation and the Village of Angel Fire to purchase the Stromberg Center, also known as Fire Station #1. Councilor Trom seconded. John Murtagh, Fire Chief explained that last calendar year we had the opportunity to apply for a grant award from the State Fire marshal's office, which we were awarded, as you all know. The decision was made to purchase the Stromberg Center so that we could add on, improve to it the Community Foundation agreed to this contract, and agree to the purchase. They realized the building was in need of repair and did not necessarily have the funds, they will not commit to making all those repairs. Therefore, we are able to use this grant and fire funds to make this purchase, and I would defer to Manager Mitchell about the rest of the contract. Manager, Mitchell stated that the contract was provided from the foundation, was reviewed through by myself and then send it over to legal counsel for review. Legal counsel completely reviewed, it came back, and their recommendations were minor.
recommendations. We did make that change, and the contract before you has been approved by legal, as well as myself. Councillor Trom asked if purchased the building, are we paying the entire sum outright. John stated that there was some talk as I recall about the Angel Community Foundation allowing us to postpone some of the payments so we could take some of that money and start making repairs. We may have to postpone repairs until we get additional funding from the state. We have this funding right now $250 that most must be executed towards the purchase. There is the possibility of the foundation providing us an interest free loan over a two year period so that we can begin more of the refurbishment. With an interest free loan and being able to use that for the fire department where you would then be eligible to use the fire funds that uh to court law has to repay that interest free loan. That is the method by which we were going to handle that so it's not part of the actual purchase contract. With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councillor Billingsley-aye, Councillor Trom-aye, Councillor Peterson -aye.

I. Discussion/Approval of an Ordinance Authorizing the Issuance and Sale of Village of Angel Fire GO Bond Series 2020 (1st Reading) (Public Hearing).

Mayor Mixon opened the public hearing at 6:75pm. Daniel Alsip Bond Counsel with Modrall Sperling explained the ordinance before you for introduction would authorize the issuance of the bonds. The ordinance is substantially similar to ordinances that were approved for issuance of the three previous series. It provides that one million dollars of funds would be for road projects, and one million dollars would be for water and wastewater projects out of the 4 million for each, that were approved by voters last November. This, again, is the first issue and out of that approval. The Ordinance provides certain bookkeeping details of the bonds. It provides for a form of the bonds, provides that the bond be paid from an ad valorem property taxes provides that the bonds will be tax exempt. Federal level meaning that the bondholders pay federal income tax on the interest. It authorizes that doing other things that are necessary to issue bonds. In addition, it authorizes the publication of a notice of adoption of the ordinance. Again, this is an introduction. We anticipate that if the council is inclined to move forward tonight, then we would bring this ordinance to the council for action at the July meeting. And as, Regina described, in her presentation, closing is expected to be in late August. With that, I am happy to elaborate on any of that or explain some more detail and answer any questions. Councillor Trom asked if these are issued in August, do we have projects in mind that we can go to engineering with. As soon as soon as we receive the funds from the sale? Manager Mitchell stated on these particular ones, we do not have the full two million, because it is one million roads, one million. Sewer, under current planning. We do have some minor plans and designs that we are working with right now, to close off. Most of them with a couple of our wells, a couple of tanks and road raising to deal with some of leaks that we're currently doing. However, because this funding would be used for next spring's projects primarily and we just, as of tonight got our new engineering firm so to completely answer your question is no, we're going to have to sit down with engineering company, with public input, with counselor input and go through the planning cycle prior to the building construction season. With no further input, Mayor Mixon closed the public hearing at 7:02pm. Mayor Pro-tem Lanon made the motion to approve an ordinance authorizing the issuance and sale of the Village of Angel Fire GO Bond series 2020 1st reading public hearing. Councillor Billingsley seconded. With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councillor Billingsley -aye, Councillor Trom-aye, Councillor Peterson -aye.

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

Mayor Mixon opened the public hearing at 7:03pm. Manager Mitchell explained what this is, is some slight amendments to the current ordinance, a couple of things that I will go through, for clarifying issues. We are changing the slash program date, from the 15th, to close out to October 1st. This gives the folks picking up slash a little bit longer before the first seasonal snows come in and make it near impossible. Also for the road crew to clean up the ditches. We will continue to pick up after the 1st of course, but this gives a deadline for the folks that are calling for the slash pickup. Moving down to item F. Because we have had contamination in the ditches and roads that have in place, especially with needles or stuff like that, we no longer need prior approval for an encroachment permit or deposit fees to be able to place slash in the road or drainage area. We are going to have to get a property area or have it hauled off. We did clarify the spacing that was on a
policy sheet, but the spacing between the piles be no less than two feet, it was in policy, we are
now putting it in ordinance. Moving down to item K again is the date change, asking for call in for
an application prior to October 1st. Moving down to item N, because we are no longer allowing
for encroachment permits and deposits we had to state if you could not find a suitable location on
the property that, the solid waste department, the length of the arms, everything else could not be
picked up. Then, we would have to have the slash hauled then prior to it being stacked. Item O has
been added. It was a policy issue when I was the former manager and when the program was set
up, that is how it was set up with the current fees that it had to do with capability and capacity.
That we did not remove contractor slash for those first two years to include builder slash clearing
lots. In the subsequent years, policy and procedure had changed under previous management and
the solid waste department without any written guidance put out to the public or anything on it.
And what we did this last year has go back to the original policy guidance that we utilize, Contract
or clearing, must be hauled by the contractor. Again, this goes back the capability and capacity.
We know it is hard to track a little bit right now, because the solid waste funding. However, we do
not charge enough on the fees to be able to run a slash program that is picking up literally
hundreds of cubic yards of slash it should be part of the contractor responsibility of their contract
as it was previously. The problem becomes the amount of slash that we see yards, where those are
the remains out on the roads, rather, because we do not have the capability and capacity and was
never built for the capability and capacity to be able to pick up that much slash. The fees that we
charge on the wildfire protection are the disposal fee, even when a contractor delivers properly
contracted slash or you are still responsible for this, but we do not charge the contractors any
different, we do not charge the homeowners any different. The largest cost of that program
sustains the disposal cost, and if we were to do additional pickups of that, much less that is
produced by the contractors. We would then be subsidizing the slash program through the Solid
Waste program and utilizing the possibility of general fund transfers in order to keep the program
afloat. The proposals that we are doing internally for accounting processes, it is going to break that
fee back out. I have talked to our superintendent down at solid wastes about tracking cost
separately for the slash program so that we can look at those costs on an annual basis so we can
develop better programs and try to go out and get it better systems and methods, reduction of slash
itself, without having to hauling it out. So we will be looking at things like high efficiency curtain
burner, a chipper/shredder that uses good waste, usable waste to make landscape quality slash that
can be used by local landscapers and residents better than current stuff we have right now. So what
we are looking at is better and more efficient disposal programs to reduce that cost. We can
readdress the pickup using those slash trucks later. I will stand by for questions. Mayor Pro-tem
Lanen thanked Manager Mitchell for his work on this. He also stated that this was something that
has to be done to keep our forests clean. Don Clark asked about item D the 5 inch diameter must
be picked separately. I suggest that you make that 4 inches. He also mentioned item G concerning
pine needles and asked why it did not include pinecones. Ben Gulley, Solid Waste Superintendent
stated that the did not really take that into account but right now, I am not charging people to bring
in pinecones. So we are just counting that as part of the slash program. Don Clark added that
certainly, pinecones add to ground fuel, and can you place them in the containers. Ben stated if
you only have a small amount, we would prefer you bring them in to the transfer station, sir.
Please do not put any green waste into the dumpsters, does that help? Gay Woods asked if all of
the estimated $30,000 that is received, if it stayed in the Solid Waste department or are they
moved over into the general fund, as has happened in previous administrations. Manager Mitchell
asked if I may answer that, I can tell you right now that we do not transfer that funding away from
a solid waste. At least, it has not been done so this year, nor at the beginning of this program. It
was not done back in 14 and 13, before any interim years. But that funding will not be transferred
outside of the Enterprise Fund, stay with solid waste for management. The only piece of that is
transferred out at times supplement the payroll, or some of Chief Murtha’s folks come in, and we
bring in the part-time employees to do disposal through burning, we pay those folks and we use
that funding to pay them overtime, and it goes outside of solid waste. Daniel Turner, I agree that it:
is a big cost on the village during these small jobs, especially with a half a truckload. Recently,
I’ve been hauling in my small loads which is helping me a lot, because I don’t have to return to
clean for the customer.
especially working side-by-side with, uh, Chief Murtagh. There is a 22-acre property that we are
working on, to help the village. Well, within that property, there is going to be a lot of material.
And, I mean, if I have to take it on I will, I would like a little bit help from the Village how we
could do some kind of a fee for per yard or per truck. The contractors actually subbing out or not
subbing out, but hiring the village to help us with these bigger projects. I know that we also have a
lot of sales tax that is going towards the village. In my company, I know we have done a
tremendous amount of sales, which the village also benefits from the sales tax. I would like to see
if we could do have more discussions on helping, not only the top the contractors but also the
village. I know Ben's overwhelmed over there. At the transfer station I always ask them if can help
them out. It would make it easier on you guys in the village make it easier on Chief Murtagh and
make it easier on us so that we can help our customers here in the city limits. I am open to ideas
and to discussion and you guys are welcome to call me at any time. Manger Mitchell added that
yes he would open to meet with Daniel. He also stated unfortunately, as I just told Mr. Woods, not
only do we not transfer funding out of the Enterprise Fund, we try our hardest not to transfer any
funding out of general fund towards that and the GRT are part of the general fund budget. So they
don't subsidize the solid waste program. Ben and I have discussed various fees services. Ben and I
have started looking at this one of our largest problem is right now is this tracking the cost for
what we're doing with the current two trucks. And how often we can run those and if we could run
those trucks longer, we could probably look at a fee schedule that may help us offset the
manpower. The other thing is, as I mentioned, you know, as we get the disposal rates down, that
will give us more revenues that are more discretionary that we can look at. Possibly lifting that
and doing other things. Chief Murtagh and I have discussed the current ordinates, and how
impracticable it is and so, manners and methods to expect so much to be done in the first 1 to 3
years within the village. Chief Murtagh and I are going back and looking at the wildfire protection
plan, looking at our highest threat areas for the enforcement schedule on those and doing a
modification. We have already brought that up to the planning and zoning commission because
that's part of their ordinance oversight to look at that schedule that we have in there. It is table A of
the ordinance and possibly rework it a little bit. I know that Councillor Lanon vote no on this. All
of the primary reasons you voted against this were the timelines and the expectations were not
really achievable or realistic, especially for enforcement, we are going to follow this up. Daniel,
thank you for your input, and we will look at that. And as I said, as we separate the actual
expenditures for normal solid waste, we may find that we have more discretionary funding to be
available and do things like a scale for the solid waste department, quit estimating cubic yards that
type of thing. So that we can be more exact so that we can work better with our local contractors.
Mayor Pro-tem Lanon added I voted against it, because as you and I have talked many times, once
we produce the product, we have to deal with it. And right now, I can give you two roads. I do not
know if we have created a problem. It is just frustrating, but I want to make sure we do it right.
With no further input, Mayor Mixon closed the public hearing at 7:21 pm. Mayor Pro-tem Lanon
made the motion to approve an ordinance amending section 11, chapter 3 of title 4 of the village
code, first reading, and public hearing. Councillor Trom seconded. With no further discussion, the
motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councillor Billingsley-aye, Councillor Trom-
aye, Councillor Peterson -aye:

Mayor Mixon adjourned the meeting at 7:22 pm

Passed, Approved and Adopted on this 23th day in June, 2020

ATTEST:

Jo Mixon, Mayor

Terry Cordova, Village Clerk
### Calls For Service Totals By Call Type

#### 05/01/2020 to 05/31/2020

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>911 CALL</td>
<td>1</td>
</tr>
<tr>
<td>AN COMP</td>
<td>5</td>
</tr>
<tr>
<td>AOA</td>
<td>10</td>
</tr>
<tr>
<td>B ALARM</td>
<td>2</td>
</tr>
<tr>
<td>B&amp;E</td>
<td>1</td>
</tr>
<tr>
<td>BATTERY</td>
<td>1</td>
</tr>
<tr>
<td>CIVSTBY</td>
<td>1</td>
</tr>
<tr>
<td>CLO PATR</td>
<td>1</td>
</tr>
<tr>
<td>CODE VOI</td>
<td>1</td>
</tr>
<tr>
<td>COMPOL</td>
<td>3</td>
</tr>
<tr>
<td>CRIM DAM</td>
<td>1</td>
</tr>
<tr>
<td>DIST</td>
<td>4</td>
</tr>
<tr>
<td>DOMESTIC</td>
<td>2</td>
</tr>
<tr>
<td>ENC VIOL</td>
<td>4</td>
</tr>
<tr>
<td>FIRE</td>
<td>1</td>
</tr>
<tr>
<td>HARASS</td>
<td>3</td>
</tr>
<tr>
<td>HW</td>
<td>1</td>
</tr>
<tr>
<td>INFORMAT</td>
<td>2</td>
</tr>
<tr>
<td>L/F PROP</td>
<td>3</td>
</tr>
<tr>
<td>LARCENY</td>
<td>1</td>
</tr>
<tr>
<td>LITTER</td>
<td>1</td>
</tr>
<tr>
<td>MA</td>
<td>1</td>
</tr>
<tr>
<td>NOIS COM</td>
<td>1</td>
</tr>
<tr>
<td>OHV COMP</td>
<td>1</td>
</tr>
<tr>
<td>R ALARM</td>
<td>4</td>
</tr>
<tr>
<td>SHOPLIFT</td>
<td>1</td>
</tr>
<tr>
<td>SHOT FIR</td>
<td>1</td>
</tr>
<tr>
<td>SLASH</td>
<td>10</td>
</tr>
<tr>
<td>STL VEH</td>
<td>1</td>
</tr>
<tr>
<td>SUS ACT</td>
<td>2</td>
</tr>
<tr>
<td>TRAFCON</td>
<td>1</td>
</tr>
<tr>
<td>VEHCOMP</td>
<td>3</td>
</tr>
<tr>
<td>WAN PERS</td>
<td>3</td>
</tr>
<tr>
<td>WEL CHEC</td>
<td>1</td>
</tr>
<tr>
<td>WTR VIOL</td>
<td>1</td>
</tr>
</tbody>
</table>

**Grand Total for all calls**: 81
<table>
<thead>
<tr>
<th>Violation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>.2-6-1</td>
<td>14</td>
</tr>
<tr>
<td>.2-6-12.23</td>
<td>1</td>
</tr>
<tr>
<td>.2-6-12.5</td>
<td>1</td>
</tr>
<tr>
<td>.2-6-12.6</td>
<td>1</td>
</tr>
<tr>
<td>.2-6-13.2</td>
<td>1</td>
</tr>
<tr>
<td>1-2C-12</td>
<td>1</td>
</tr>
<tr>
<td>56-5-39</td>
<td>2</td>
</tr>
</tbody>
</table>

**Grand Total**  
21
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Officer</th>
<th>Violation/Charge</th>
<th>Booking #</th>
<th>Incident #</th>
<th>Name</th>
<th>Subject Name</th>
<th>Booking #</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2020</td>
<td>05/09/2020</td>
<td>05/31/2020</td>
<td>20:00-02:00</td>
<td>06/00-0000</td>
<td>05/00-0000</td>
<td>06/00-0000</td>
<td>20:00-02:00</td>
<td>06/00-0000</td>
</tr>
<tr>
<td>05/02/2020</td>
<td>06/01/2020</td>
<td>06/31/2020</td>
<td>20:00-02:00</td>
<td>07/00-0000</td>
<td>07/00-0000</td>
<td>07/00-0000</td>
<td>20:00-02:00</td>
<td>07/00-0000</td>
</tr>
<tr>
<td>05/03/2020</td>
<td>07/01/2020</td>
<td>08/31/2020</td>
<td>20:00-02:00</td>
<td>08/00-0000</td>
<td>08/00-0000</td>
<td>08/00-0000</td>
<td>20:00-02:00</td>
<td>08/00-0000</td>
</tr>
<tr>
<td>05/04/2020</td>
<td>08/01/2020</td>
<td>09/31/2020</td>
<td>20:00-02:00</td>
<td>09/00-0000</td>
<td>09/00-0000</td>
<td>09/00-0000</td>
<td>20:00-02:00</td>
<td>09/00-0000</td>
</tr>
<tr>
<td>05/05/2020</td>
<td>09/01/2020</td>
<td>10/31/2020</td>
<td>20:00-02:00</td>
<td>10/00-0000</td>
<td>10/00-0000</td>
<td>10/00-0000</td>
<td>20:00-02:00</td>
<td>10/00-0000</td>
</tr>
<tr>
<td>05/06/2020</td>
<td>10/01/2020</td>
<td>11/31/2020</td>
<td>20:00-02:00</td>
<td>11/00-0000</td>
<td>11/00-0000</td>
<td>11/00-0000</td>
<td>20:00-02:00</td>
<td>11/00-0000</td>
</tr>
<tr>
<td>05/07/2020</td>
<td>11/01/2020</td>
<td>12/31/2020</td>
<td>20:00-02:00</td>
<td>12/00-0000</td>
<td>12/00-0000</td>
<td>12/00-0000</td>
<td>20:00-02:00</td>
<td>12/00-0000</td>
</tr>
</tbody>
</table>
Enchanted Circle Trails Association
Objectives Review

Develop ECTP Tier 1 priority trails
- Confirm alignment and collect GIS data for mapping
- Prepare for engineering and NEPA
- Generate resources to proceed

Maintain Trails
- Community training
- Community stewardship days
- Adopt a Trail

Promote trail system
- Hard copy brochures and maps
- Web based maps and condition reports
- Map kiosks, trailhead signage and system branding
Outdoor recreation is economic driver

- Nationally, $887 Billion annual consumer spending and 7.6 million jobs generating $125 billion in fed, state and local taxes
- New Mexico:
  - $9.9 Billion in consumer spending
  - $623 Million in state and local taxes
  - 99,000 direct jobs
  - $2.8 Billion in wages and salaries
Tier 1 Project Status 2019

- NM 150 Bike Path
- Taos Valley Overlook: https://drive.google.com/open?id=1VGt1y_qCnY2ms1BxwB6Cm4G6l0En2fbx
- Talpa Ridge Conceptual Trail Plan: https://drive.google.com/open?id=1UO7iYEykwU08EFiDU3s_AgYpABqUZkVK
- Horsethief Mesa Conceptual Trail Plan: https://drive.google.com/open?id=1Ln4dW9qcmxvTh_Nad6LAEDmUMJlVohnE
- Bull of the Woods to Upper Red River Trail
- Questa to Red River Trail: https://arcgis.is/1PWuee
NM 150 Bike Path

Working with Taos Pueblo Warchief to pass Tribal Council Resolution to allow for easement negotiation within current right of way allotted for NM 150.
Taos Valley Overlook

Completed survey and recommendations for route refinement and new trail head for map preparations.

Presented TVO Conceptual Trail Plan to the BLM in June, 2019.
Talpa Ridge Trail System

Study area
ENCHANTED CIRCLE TRAIL PLAN
Talpa Ridge - Existing Trails

- Easy
Talpa Ridge - Proposed and Current Trails
Horsethief Mesa (and Rio Grande Trail segments)
Horsethief Mesa Proposed Trails

- Miles of new trail: BLM (Forest Service)
  - Green 5.28 mi  
    (0.42 mi)
  - Blue 13.10 mi  
    (0.65 mi)
  - Black 3.90 mi  
    (1.20 mi)
Horsethief Mesa Trails
- proposed trailhead
Bull of the Woods to Upper Red River
Bull of the Woods to Upper Red River
Questa to Red River Trail (Q2RRT)
Questa to Red River Trail (Q2RRT)

https://arcg.is/1PWuee
2020 Trail Development line-up

- VTSV
  - Amizette Trail at VTSV
  - BOTW to Kachina Vista Park

- Angel Fire
  - Motorized connection to CNF

- CNF
  - Miranda Canyon
Trail Maintenance

1. Trail Master Training
   - Growing by 20% each year
   - 22 grads in 2019
   - Good partnership with CNF

2. Trail Stewardship events
   - Public Lands Day and National Trails Day events
   - Volunteer group use (TMBA, Cottonwood Gulch...)

3. Adopt a Trail Program
   - Manual developed
   - Present to FLT in March
   - Roll-out summer 2020
Promotion of trail system

WEBSITE
We are working to develop map based searchable website: search by geography, user group, length, challenge... find your preference, directions to trailhead. Local app for mobile use. Regional branding effort.

HARD COPY BROCHURES
Four versions of a glossy tri-fold brochure with trail recommendations for 1. motorized, 2. equestrian, 3. cycling and 4. hiking trail brochures in design phase. Placed in public as trail appetizer.

TRAIL SIGNAGE
Working on site location and layout of 1) map kiosks, 2) trail head arrow signs, 3) trailhead signage, and 4) system trail signage throughout region.
ECTA 2019 Financials

- Local Government
- Foundations/Donors
- Carson National Forest
- BLM

Income of $82,750

- Contractors
- Advertising
- Convenings and meetings
- Insurance
- Equipment and tools

Expense of $50,102
Next moves

- Moving forward with several trail system developments (CNF, BLM)
  - Engineering for Q2RRT - $75,000+/-
  - Third party NEPA for Carson National Forest projects - $75,000 +/-
    - Q2RRT, Talpa Ridge, BOTW, AF Moto access
- Regional branding - $50,000
  - Map kiosks, roadside TH signage, TH signage
- Local convening for trail public funding discussion...
Village of Angel Fire

GO Bond Planning and Issuance Discussion

June 09, 2020

STRICTLY PRIVATE AND CONFIDENTIAL
## Historical Assessed Value

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Residential</th>
<th>Centrally Assessed</th>
<th>Non-Residential</th>
<th>Total Assessed Value</th>
<th>Growth Over Previous Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$197,828,958</td>
<td>$2,668,089</td>
<td>$69,961,245</td>
<td>$270,658,292</td>
<td>1.61%</td>
</tr>
<tr>
<td>2016</td>
<td>200,102,615</td>
<td>3,073,242</td>
<td>68,734,023</td>
<td>271,909,880</td>
<td>0.48%</td>
</tr>
<tr>
<td>2017</td>
<td>202,985,800</td>
<td>2,943,740</td>
<td>63,196,950</td>
<td>269,126,490</td>
<td>-1.02%</td>
</tr>
<tr>
<td>2018</td>
<td>207,338,293</td>
<td>2,957,118</td>
<td>53,757,804</td>
<td>264,053,215</td>
<td>-1.89%</td>
</tr>
<tr>
<td>2019</td>
<td>212,251,566</td>
<td>2,632,440</td>
<td>53,444,476</td>
<td>268,328,512</td>
<td>1.62%</td>
</tr>
</tbody>
</table>

*5 Year Average Growth Rate: 0.15%*

*Source: Colfax County Assessor's Office*

---

RBC Capital Markets
### Residential Tax Rates - per $1,000 Assessed Valuation

**Within 20 Mill Limit for General Purposes**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of New Mexico</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Colfax County</td>
<td>10.951</td>
<td>8.927</td>
<td>7.274</td>
<td>7.213</td>
<td>7.205</td>
</tr>
<tr>
<td>Village of Angel Fire</td>
<td>6.413</td>
<td>5.096</td>
<td>4.966</td>
<td>4.908</td>
<td>4.906</td>
</tr>
<tr>
<td>Cimarron Schools</td>
<td>0.363</td>
<td>0.352</td>
<td>0.346</td>
<td>0.342</td>
<td>0.343</td>
</tr>
<tr>
<td>General Hospital</td>
<td>4.250</td>
<td>4.250</td>
<td>4.250</td>
<td>4.250</td>
<td>4.250</td>
</tr>
</tbody>
</table>

**Over 20 Mill Limit - Interest, Principal, Judgments, etc.**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of New Mexico</td>
<td>$1.360</td>
<td>$1.360</td>
<td>$1.360</td>
<td>$1.360</td>
<td>$1.360</td>
</tr>
<tr>
<td>Colfax County</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>Village of Angel Fire</td>
<td>3.557</td>
<td>3.560</td>
<td>3.566</td>
<td>3.548</td>
<td>0.000</td>
</tr>
<tr>
<td>Cimarron Schools</td>
<td>4.489</td>
<td>4.489</td>
<td>4.498</td>
<td>4.496</td>
<td>4.437</td>
</tr>
<tr>
<td>General Hospital</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
</tbody>
</table>

**Total Levy**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of New Mexico</td>
<td>$1.360</td>
<td>$1.360</td>
<td>$1.360</td>
<td>$1.360</td>
<td>$1.360</td>
</tr>
<tr>
<td>Colfax County</td>
<td>10.951</td>
<td>8.927</td>
<td>7.274</td>
<td>7.213</td>
<td>7.205</td>
</tr>
<tr>
<td>Village of Angel Fire</td>
<td>8.970</td>
<td>8.656</td>
<td>8.532</td>
<td>8.456</td>
<td>4.906</td>
</tr>
<tr>
<td>Cimarron Schools</td>
<td>4.852</td>
<td>4.841</td>
<td>4.844</td>
<td>4.838</td>
<td>4.780</td>
</tr>
<tr>
<td>General Hospital</td>
<td>4.250</td>
<td>4.250</td>
<td>4.250</td>
<td>4.250</td>
<td>4.250</td>
</tr>
<tr>
<td><strong>Total Non-Residential</strong></td>
<td>33.644</td>
<td>33.659</td>
<td>32.174</td>
<td>32.154</td>
<td>$28.547</td>
</tr>
</tbody>
</table>

*Source: State of New Mexico, Department of Finance & Administration*
Voters approved $8 million in GO Bonds in November of 2019.

- Tax rate increase from $3.56 to $4.20 starting in tax year 2020 to support $8 million GO Election

- 12-year final maturity (20 years is State Law limit)

- Growth in assessed valuation will affect capacity and future election size

- Declining debt service to permit new bonds in future without an additional tax increase

- Create capacity by retiring debt as quickly as cash flow from tax levy will permit
# Current Debt Service Requirements

<table>
<thead>
<tr>
<th>Year</th>
<th>Series 2017</th>
<th>Series 2018</th>
<th>Series 2019</th>
<th>Total Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>115,753</td>
<td>69,985</td>
<td>607,800</td>
<td>793,538</td>
</tr>
<tr>
<td>2021</td>
<td>114,065</td>
<td>73,917</td>
<td></td>
<td>187,982</td>
</tr>
<tr>
<td>2022</td>
<td>112,176</td>
<td>72,668</td>
<td></td>
<td>184,845</td>
</tr>
<tr>
<td>2023</td>
<td>110,120</td>
<td>71,322</td>
<td></td>
<td>181,442</td>
</tr>
<tr>
<td>2024</td>
<td>107,891</td>
<td>69,857</td>
<td></td>
<td>177,748</td>
</tr>
<tr>
<td>2025</td>
<td>105,481</td>
<td>68,326</td>
<td></td>
<td>173,807</td>
</tr>
<tr>
<td>2026</td>
<td>102,939</td>
<td>66,711</td>
<td></td>
<td>169,649</td>
</tr>
<tr>
<td>2027</td>
<td>100,244</td>
<td>65,035</td>
<td></td>
<td>165,279</td>
</tr>
<tr>
<td>2028</td>
<td>97,727</td>
<td>63,294</td>
<td></td>
<td>161,021</td>
</tr>
<tr>
<td>2029</td>
<td></td>
<td>61,704</td>
<td></td>
<td>61,704</td>
</tr>
</tbody>
</table>

Total: $2,257,014
Tax Rate Setting Timeline - Example

April 1
Notice of values sent out by County Assessor

August 1
DFA begins tax rate setting process

September 1
Tax Rates adopted by Governing Body

November/December
1st portion of property taxes due

Year 1

July 1
Preliminary Assessed Value distributed net of Protested Property (Preliminary Tax Rates Set)

October 1
Final Assessed Value Set

Year 2

November 1
Property tax bills sent by County Treasurer

May/June
2nd portion of property taxes due

RBC Capital Markets
## Draft Bond Sale Time Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 29, 2020</td>
<td>Submit Application to NMFA</td>
</tr>
<tr>
<td>June 9, 2020</td>
<td>Introduction of Bond Ordinance; Adoption of NMFA Application Resolution</td>
</tr>
<tr>
<td>June 25, 2020</td>
<td>NMFA Board Meeting</td>
</tr>
<tr>
<td>June 25, 2020</td>
<td>Publication of Notice of Intent to Adopt Ordinance</td>
</tr>
<tr>
<td>July 7, 2020</td>
<td>Set Interest Rates</td>
</tr>
<tr>
<td>July 14, 2020</td>
<td>Adoption of Bond Ordinance by Village Council</td>
</tr>
<tr>
<td>July 23, 2020</td>
<td>Publication of Notice of Adoption of Ordinance</td>
</tr>
<tr>
<td>August 24, 2020</td>
<td>30 Day Challenge Period Expires</td>
</tr>
<tr>
<td>August 28, 2020</td>
<td>Bonds Closing</td>
</tr>
</tbody>
</table>
Economic Overview

Equity Market Performance vs. Global Confirmed Coronavirus Cases

Source: Bloomberg, as of market close May 29, 2020

Volatility is Diminishing, but Remains above Pre-COVID Levels

Investors Bracing for a Recession

Source: RBC Economics

March 16: VIX closes at 83, surpassing the financial crisis peak level

New claims were 2.1 million last week

Source: Bloomberg, latest data for week ending May 22, 2020

Source: RBC Economics
Coronavirus Impacting All Asset Classes

Commentary

- Equity markets benefited from a risk-on sentiment early in the week as more encouraging news on the Covid-19 vaccine front and optimism over the reopening of the US economy pushed prices notably higher on Tuesday and Wednesday.
  - US equities advanced last week, pushing the DJIA, S&P, and Nasdaq higher by 3.8%, 3.0%, and 1.8%, respectively.
- Fixed income markets were generally stable throughout the week.
  - Municipals continued to outperform Treasuries as a modest new issue calendar met solid demand.
- Durable goods orders tumbled 17.2% in April; initial jobless claims topped 2.1mm last week, while continuing claims fell from 25mm to 21mm.
- The May employment report will be released on Friday; non-farm payrolls are expected to fall by 8mm with 19.6% unemployment.
- Additional economic highlights this week include ISM, ADP, factory orders, and jobless claims.

Source: Bloomberg, RBC Capital Markets as of May 29, 2020. For more sources, see disclaimer slide.
Interest Rate Movements
Relative Performance of Municipal Yields Versus Treasuries

5 Year MMD(1) and 5 Year UST

10 Year MMD and 10 Year UST

30 Year MMD and 30 Year UST

<table>
<thead>
<tr>
<th>Change in MMD</th>
<th>01/02/2019</th>
<th>05/29/2020</th>
<th>Δ (bps)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3yr MMD</td>
<td>1.790</td>
<td>0.230</td>
<td>-156</td>
</tr>
<tr>
<td>5yr MMD</td>
<td>1.920</td>
<td>0.380</td>
<td>-154</td>
</tr>
<tr>
<td>7yr MMD</td>
<td>2.040</td>
<td>0.610</td>
<td>-143</td>
</tr>
<tr>
<td>10yr MMD</td>
<td>2.270</td>
<td>0.840</td>
<td>-143</td>
</tr>
<tr>
<td>30yr MMD</td>
<td>2.990</td>
<td>1.650</td>
<td>-134</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Change in Treasuries</th>
<th>01/02/2019</th>
<th>05/29/2020</th>
<th>Δ (bps)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3yr UST</td>
<td>2.470</td>
<td>0.190</td>
<td>-228</td>
</tr>
<tr>
<td>5yr UST</td>
<td>2.490</td>
<td>0.300</td>
<td>-219</td>
</tr>
<tr>
<td>7yr UST</td>
<td>2.560</td>
<td>0.500</td>
<td>-206</td>
</tr>
<tr>
<td>10yr UST</td>
<td>2.880</td>
<td>0.650</td>
<td>-201</td>
</tr>
<tr>
<td>30yr UST</td>
<td>2.970</td>
<td>1.410</td>
<td>-156</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Change in MMD/UST Ratio</th>
<th>01/02/2019</th>
<th>05/29/2020</th>
<th>Δ (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3yr Ratio</td>
<td>72%</td>
<td>121%</td>
<td>49%</td>
</tr>
<tr>
<td>5yr Ratio</td>
<td>77%</td>
<td>127%</td>
<td>50%</td>
</tr>
<tr>
<td>7yr Ratio</td>
<td>80%</td>
<td>122%</td>
<td>42%</td>
</tr>
<tr>
<td>10yr Ratio</td>
<td>85%</td>
<td>129%</td>
<td>44%</td>
</tr>
<tr>
<td>30yr Ratio</td>
<td>101%</td>
<td>117%</td>
<td>16%</td>
</tr>
</tbody>
</table>

(1) MMD stands for Municipal Market Data, which is the daily index off of which all municipal bonds are priced.
Source: Thomson Reuters

RBC Capital Markets
Current Municipal Market Conditions: “AAA” MMD

After closing at 1.65% the previous week, the 30-year “AAA” MMD remained unchanged from May 22 – May 29 closing at the current rate of 1.65%

“AAA” MMD January 1, 2009 to Present

Shift in “AAA” MMD Since May 2019

<table>
<thead>
<tr>
<th>May 1, 2019 to Present</th>
<th>10 Year</th>
<th>20 Year</th>
<th>30 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum</td>
<td>2.79%</td>
<td>3.18%</td>
<td>3.37%</td>
</tr>
<tr>
<td>Minimum</td>
<td>0.78%</td>
<td>1.19%</td>
<td>1.38%</td>
</tr>
<tr>
<td>Average</td>
<td>1.41%</td>
<td>1.89%</td>
<td>2.08%</td>
</tr>
</tbody>
</table>

Source: TM3, Thomson Reuters
10, 20, and 30 year “AAA” MMD shown to represent different average lives of municipal transactions
Rates as of May 29, 2020

RBC Capital Markets
Municipal Bond Fund Flows

- According to data from Lipper, for the week ended May 27, 2020, weekly municipal bond funds reported $1.092 billion of inflows, after the previous week's $1.840 million of inflows.
Disclaimer

- This presentation was prepared exclusively for the benefit of and internal use by the recipient for the purpose of considering the transaction or transactions contemplated herein. This presentation is confidential and proprietary to RBC Capital Markets Corporation ("RBCCM") and may not be disclosed, reproduced, distributed or used for any other purpose by the recipient without RBCCM’s express written consent.
- By acceptance of these materials, and notwithstanding any other express or implied agreement, arrangement, or understanding to the contrary, RBCCM, its affiliates and the recipient agree that the recipient (and its employees, representatives, and other agents) may disclose to any and all persons, without limitation of any kind from the commencement of discussions, the tax treatment, structure or strategy of the transaction and any fact that may be relevant to understanding such treatment, structure or strategy, and all materials of any kind (including opinions or other tax analyses) that are provided to the recipient relating to such tax treatment, structure, or strategy.
- The information and any analyses contained in this presentation are taken from, or based upon, information obtained from the recipient or from publicly available sources. The completeness and accuracy of which has not been independently verified, and cannot be assured by RBCCM.
- The information and any analyses in these materials reflect prevailing conditions and RBCCM’s views as of this date, all of which are subject to change.
- To the extent projections and financial analyses are set forth herein, they may be based on estimated financial performance prepared by or in consultation with the recipient and are intended only to suggest reasonable ranges of results. The printed presentation is incomplete without reference to the oral presentation or other written materials that supplement it.
- Employees of RBCCM are expressly prohibited from directly or indirectly: (a) offering any company favorable research coverage as an inducement for the receipt of investment banking business, or (b) threatening to retaliate with adverse coverage or comments if such business is not awarded. All recommendations, ratings, price targets and opinions regarding a company are determined independently by RBCCM’s Research Department.
- IRS Circular 230 Disclosure: RBCCM and its affiliates do not provide tax advice and nothing contained herein should be construed as tax advice. Any discussion of U.S. tax matters contained herein (including any attachments) (i) was not intended or written to be used, and cannot be used, by you for the purpose of avoiding tax penalties, and (ii) was written in connection with the promotion or marketing of the matters addressed herein. Accordingly, you should seek advice based upon your particular circumstances from an independent tax advisor.
ORDINANCE NO 2020-01

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

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

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

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

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

4-3-11: SLASH PROGRAM:
Objective: The primary objective of the slash disposal program is to assist Village property owners in their wildfire preparedness. The Village is committed to becoming a Fire Adapted Community and taking action to reduce wildfire risks throughout the community before a wildfire occurs.

A. The slash program is for Angel Fire residents only. No slash will be accepted from outside the Village limits.

B. The program for slash pickup goes from April 1st until October 15th [1st].

C. All persons thinning a lot inside the Village of Angel Fire are required to have a slash permit.

D. Any slash over 4 inches in diameter must be de-limbed and cut into lengths of no more than six foot (6') long. Also, any slash over 5 inches in diameter must be piled separately from the smaller slash for pick up. No slash over 6 feet in length or piled higher than 8 feet will be picked up.

E. Slash for pickup should be placed where the driver can safely pick it up. [Spacing between piles should be no less than 2 feet.] Slash put out for pickup should not be placed under or on top of exposed wires and not closer than 4 feet from water meters, fire hydrants, and/or cable, telephone, broadband or electric pedestals. Piles should be a minimum of fifteen feet from any intersection.

F. Slash piles must be placed in front of the lot of origin and cannot be placed in front of or on other properties not owned by the person clearing the lot. No slash shall be placed in the road [or drainage area] without a prior approved encroachment permit to include deposit fees.

G. Pine needles are not part of the slash program. Pine needles should be brought into the transfer station and paid for.
H. Stumps are NOT part of the slash program. Stumps should be brought into the transfer station and a fee paid, no stumps over 10 inches in diameter will be accepted at the transfer station.

I. Rocks and dirt will not be accepted as part of the slash program. Contaminated loads brought into transfer station will be charged for the full load not just the contamination in the load.

J. Any material too small for the grapple to pick up will be the property owner or his contractor’s responsibility to clean up.

K. Any thinning before or after the beginning and shut off dates must be kept inside the lot or brought into the transfer station. All thinning that is being called in for Village pick up should be completed and called in before October 15th [1st] anything placed in the right of way after that will be considered a violation.

L. Contaminated slash WILL NOT be picked up by the Village of Angel Fire.

M. All contractors doing slash removal or thinning in the Village limits are required to have a charge account with the transfer station.

N. [If a suitable location for slash placement cannot be determined by the Solid Waste Department or by the Village of Angel Fire Community Service Officer, the slash must be transported by the property owner or a private contractor to the transfer station.

O. All property owners contracting for slash removal, wildfire fuel reduction or other such thinning projects are required to have the slash transported by the property owner or a private contractor to the transfer station along with proof of contract which includes the location/address of work performed.]

PASSED, APPROVED AND ADOPTED this 23rd Day June of, 2020

Mayor Jo Mixon

Attest: ______________________________________
Terry Cordova, Village Clerk
COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: June 24, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Request to Accept Municipal Cooperative Agreement with the New Mexico Department of Transportation for Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehab, Drainage Improvements and Miscellaneous Construction to Various Village Streets

Background/Facts: The Village of Angel Fire has been awarded the Municipal Cooperative Agreement for FY2021 in the amount of $23,557.00. NMDOT share is $17,668.00 with local match of $5,889.00.

1) Financial Impact and Review:
   Financial Impact: Yes
   Budgeted Item: Yes: N/A
   Funding Source: New Mexico Department of Transportation

Finance Department Comments and Review:

____________________________________
Finance Directors Signature

2) Staff’s Recommended Motion: Approve and Sign Cooperative Agreement L400506 from New Mexico Department of Transportation in the amount of $23,557.00 and Resolution # 2020-20.

3) Village Manager’s Recommendation:
   Approval: ☐ Disapproval: ☐ other: ☐
   Manager’s Comments: less than requested, saved cut from Stals

Signature: __________________________

Revision #1 12/2/2013
RESOLUTION 2020-20

A RESOLUTION 2020-20 AUTHORIZING EXECUTION OF THE NMDOT FY21 COOPERATIVE AGREEMENT CN: L480506 FOR FUNDS IN THE AMOUNT OF $23,557.00 FOR PLAN DESIGN, CONSTRUCTION MANAGEMENT, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHAB, DRAINAGE IMPROVEMENTS AND MISCELLANEOUS CONSTRUCTION TO VARIOUS VILLAGE STREETS

WHEREAS, the Village of Angel Fire received an agreement from New Mexico Department of Transportation in the amount of $23,557.00 for plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various village streets; and

WHEREAS, NMDOT is responsible for 75% percent of the total grant amount, which is $17,668.00; and

WHEREAS, the Village of Angel Fire agrees to pay 25% of the total grant amount, which is $5,889.00; 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.


Jo Mixon, Mayor

ATTEST:

Terry Cordova, Village Clerk
June 3, 2020

Ms. Sandy Garcia, Grant Administrator
Village of Angel Fire
P.O. Box 610
Angel Fire, NM 87710

Dear Ms. Garcia,

Attached are four original Municipal Cooperative Agreements to be entered between the New Mexico Department of Transportation and the Village of Angel Fire #L400506 for your review and signature. Please return all four agreements along with an updated Estimated Summary, and a Formal Resolution that shall list the scope of work, termini and reference the project amounts. Execution of these Agreements will not occur without the submittal of the Resolution and Estimate Summary. Counties and municipalities participating in the Local Government Road Fund Program may request waivers of their required match funding for their individual projects. The requests will be reviewed by the Department of Finance and Administration (DFA) to determine whether you are eligible for the match waiver based on financial hardship. In general, DFA will determine if you have sufficient non-earmarked balances in your funds to cover the required twenty-five percent (25%) match of your proposed projects. For municipalities DFA will analyze your general, street, and water/sewer funds and for counties will analyze your general and road funds.

The New Mexico Administrative Code 18 NMAC 27.3.8 is still in effect for the Match Waiver Program and may be used as a guideline for you to determine whether you will be requesting any waivers.

If your county or municipality is interested in applying for a match waiver based on the above DFA criteria and the noted Administrative Code, please provide a written response from your governing bodies and resolution including all project details to our office ASAP.

As always the NMDOT is here to help the entities if help is needed. Should you have any questions, please do not hesitate to contact my office at 505-398-6748.

Sincerely,

Samantha Sandoval

Samantha Sandoval
LGRF Coordinator

xc: LGRF Files
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and Village of Angel Fire (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various village streets, as described in Control No. L400506 and the Public Entity’s resolution attached as Exhibit 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 specifies and delineates the rights and duties of the parties.

2. Project Funding.
   a. The estimated total cost for the Project is Twenty Three Thousand, Five Hundred Fifty Seven Dollars ($23,557.00) to be funded in proportional share by the parties as follows:

   1. Department’s share shall be 75%  
      Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various village streets  
      $17,668.00

   2. The Public Entity’s required proportional matching  
      Share shall be 25%  
      For purpose stated above  
      $5,889.00

   3. Total Project Cost  
      $23,557.00
b. The Public Entity shall pay all Project costs, which exceed the total amount of Twenty Three Thousand, Five Hundred Fifty Seven Dollars ($23,557.00).

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:
Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:
   a. Receipt of a Notice of Award and Notice to Proceed; and,
   b. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section 2, Paragraph a2.
   c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:
   a. Act in the capacity of lead agency for the purpose as described in Section 1.
   b. 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.
   c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
   d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
   e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
   f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
      1. Utility Certification,
      2. Drainage and storm drain design,
      3. Geotechnical design,
      4. Pavement design,
      5. Environmental and archaeological clearances Certification,
      6. Right-of-way acquisition Certification,
      7. Hazardous substance/waste site(s) contamination,
      8. Railroad Certification,
      9. Intelligent Transportation System (ITS) Certification
   g. 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.
   h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
i. 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, will result in termination, for default, including without limitation the Public Entity’s costs for funding, labor, equipment and materials.

j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.

k. 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.

l. 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.

m. 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.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:
   a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
   b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
   c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
   d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
   e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.
6. Term.
This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.
   a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
   b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
   c. 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.
   d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq.

The Public Entity shall require contractors and subcontractors hired for the Project 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 contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the
performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. 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 will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. 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. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

The parties agree to abide by all 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 parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. 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 must be reimbursed to the Department within thirty (30) days.

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

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

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.
In witness whereof, each party is signing this Agreement on the date stated opposite that party’s signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: ____________________________ Date: ___________
   Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation’s Office of General Counsel

By: ____________________________ Date: ___________
   Assistant General Counsel

Village of Angel Fire

By: ____________________________ Date: ___________
   Title: __________________________

Attest: __________________________
   Village Clerk
EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO:    New Mexico Department of Transportation
       District ___ LGFR Coordinator

Cooperative Agreement No. ___________________  Control No. ___________________
Joint Powers Agreement No. ___________________  Control No. ___________________

Entity: ________________________________

Scope of Work (Including Routes and Terminals):

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

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 ___________________________

LGFR Agreement Rev 2/2019  Page 8 of 10  FY2020
EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY:

PROJECT:
No.:

TERMINI:

SCOPE OF WORK:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>FINAL QUANTITY</th>
<th>UNIT COST</th>
<th>FINAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: June 24, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia, Grant Administrator

SUBJECT: Request to apply for Match Waiver with Resolution # 2020-21 for Cooperative Agreement CN L400506 from NMDOT

Background/Facts: The Village of Angel Fire would like to apply for the Hardship Match Waiver Program with NMDOT for Cooperative Agreement CN L400506 in the amount of $5,889.00. If awarded the Village will be able to use the budgeted matching funds for other roadway needs.

1) Financial Impact and Review:
   Financial Impact: Yes
   Budgeted Item: Yes
   Funding Source: NMDOT Match Waiver Program

   Finance Department Comments and Review:


Finance Director's Signature

2) Staff's Recommended Motion: Requesting to Apply for the Hardship Match Waiver Program for Cooperative Agreement L400506 in the amount of $5,889.00 with Resolution # 2020-21.

3) Village Manager's Recommendation:

   Approval: __________ Disapproval: __________ other: __________

   Manager's Comments: Section all access to improve Village Fiscal Position

   Signature: ____________________________

Revision #1 12/2/2013
RESOLUTION # 2020-21
VILLAGE OF ANGEL FIRE

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

WHEREAS, the Village of Angel Fire and the New Mexico Department of Transportation enter into a Cooperative Agreement:

WHEREAS, the total cost of the project will be $23,557.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or 17,668.00
   and
b. The Village of Angel Fire's proportional matching share shall be 5% or $5,889.00 if Hardship for Match Waiver is not deemed to be present by Department of Finance and Administration and the Department of Transportation

TOTAL PROJECT COST IS $23,557.00

The Village of Angel Fire shall pay all costs which exceed the total amount of $23,557.00.

WHEREAS, the Village of Angel Fire has a limited tax base, which limits the funding for meeting the proportional matching share:

WHEREAS, with the Covid 19 pandemic, resources have been taxed even further:

WHEREAS, the safety of our senior community must be of the upmost concern. Therefore, improving and maintaining, our roadway system must be addressed, and a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money and the Village of Angel Fire requests participation in this Match Waiver Program in the amount of $5,889.00.

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

That the project for this Cooperative agreement is adopted and has a priority standing.

The Village of Angel Fire incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the Village of Angel Fire to enter into Cooperative Agreement for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehab, Drainage Improvements and Miscellaneous Construction to various village streets with the New Mexico Department of Transportation for the FY 2021 Projects within the control of the Village of Angel Fire in Colfax County, New Mexico.
Passed, Approved, Adopted this 23rd day of June, 2020

Jo Mixon, Mayor

ATTEST:
Terry Cordova, Clerk
COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: June 24, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Contract Amendment # Two – Lawrence Ortega & Associates – TAP Sidewalk Project CN 4101570

Background/Facts: Lawrence Ortega was contracted as our Engineer for the TAP Sidewalk Project CN 4101570, a Federally Funded Project. The original contract dated 3/5/2019, was in the amount of $ 29,250.00 for Plan & Design work. Amendment # One, dated 7/30/2019, in the amount of $ 3,575.00, was for Bid Letting and Issuance of Notice to Proceed. Amendment # Two is to provide Professional Services for Construction Engineering to include Construction Observation in an amount not to exceed $25,000 plus reimbursables & NMGRT.

1) Financial Impact and Review:
   Financial Impact: Yes
   Budgeted Item: Yes: N/A
   Funding Source: New Mexico Department of Transportation Federal Highway Funds

Finance Department Comments and Review:

[Signature]

Finance Directors Signature

2) Staff’s Recommended Motion: Requesting to approve and sign Amendment # Two to Lawrence Ortega & Associates Contract Dated March 5, 2019, for Professional Services for Construction Engineering Services and Construction Observation for the TAP Sidewalk Project.

3) Village Manager’s Recommendation:
   Approval: Disapproval: other:
   Manager’s Comments:

[Signature]

Signature:

Revision #1 12/2/2013
Contract Amendment No. Two

Contract: Angel Fire (NM 434 Sidewalks/Curb & Gutter- CN 4101570)
LAO Project No 04-19

This Contract Amendment to contract dated March 5, 2019 is for the project engineer (LAO & Associates) to provide professional services for construction engineering services (to include Construction Observation).

Compensation for these additional services will be on a time and materials basis (hourly) with a not-to-exceed limit of $25,000 plus reimbursables & NMGRT.

Please sign and return a copy to Lawrence A. Ortega and Associates as soon as possible.

/s/
Lawrence A. Ortega, P.E. 

Village of Angel Fire

June 4, 2020
Date

Date