

VILLAGE OF ANGEL FIRE

Angel Fire NM 87710

(575) 377-3232

PUBLIC NOTICE

Council Meeting

Tuesday, June 23rd, 2020 at 5:30pm

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

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

- 1. Approval of the 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 ,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/5836943701191704077>

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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, Councilor Billingsley, Councilor Trom, Councilor Peterson. Also, present were Manager Mitchell and Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

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

Approval of Consent Agenda

1. Approval of the 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-None

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-None

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

1 believe that there are going to be a couple of things that are going to be slightly out of balance,
2 which we can address when we do the final budget and budget adjustment in July. They were
3 across the board, and since you are obviously more familiar with your budget than I am, if you
4 look at the individual line items, they run the spectrum of individual line items. They are not
5 focused like in payroll, or capital outlay, or supplies, they run the entire spectrum of your
6 budgeting process. In my opinion, it is not worth your staff's time or my time to go through and
7 try to figure out where these went wrong, why there is the variance. So, I would rather focus on
8 just getting this back into balance, not worrying about how it got there and then moving on
9 starting July first with a new budget that I know is in agreement. Mayor Pro-tem Lanon asked
10 how many findings we are looking at possibly in this year on the audit. Michael stated that
11 question I really cannot answer specifically having not been involved in prior ones. concern right
12 now, and I hope I'm not speaking out of turn here is when Caselle was installed, it wasn't installed
13 completely and that did not pose a problem for your former finance director who felt more
14 comfortable extracting the data out into Excel and doing his work in that. I do not know how to
15 do that, and I do not advise people to do that. Your financial statements should be able to come
16 right out of your system, as of right now, they do not, and what is in there is not accurate. The fact
17 that you have no balance sheets that balance, you have no funds, that have a positive profit and
18 loss, and you're not making any money on any of your funds. I already know that the system
19 cannot be relied on. Now, the report that apparently is being used by management to keep track of
20 revenues and expenses runs off a different section of the database and that statement is usable.
21 Most auditors do not look at that level of detail, but in this case, they may address it simply due to
22 the sheer number of individual accounts that are involved. Councilor Peterson asked wouldn't that
23 be a mitigation in the audit finding that if they do find the findings, all of the adjustments is the
24 mitigation to get it corrected. Michael answered yes that is correct. Manager Mitchell added that
25 was part of the real discussions about bringing Mr. Steinger on and then continuing with getting
26 an accountant to do the pre audit, to dig down deep enough to find all of this stuff. Motion carried
27 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor
28 Peterson -aye.

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

31 Mayor Pro-tem Lanon made the motion to approve resolution 2020-16 a resolution approving
32 budget adjustments for fiscal year 2020. Councilor Trom seconded. Michael Steinger with DFA
33 explained this Budget adjustment addresses the funds, in the case of the clean and beautiful. You
34 received money this year that did not have a budget for it. Apparently, it was anticipated ultimate
35 last year. While I am not overly concerned about receiving revenue that was not budgeted, as the
36 concern was expressed, it could result in an audit finding, because technically, every revenue and
37 every expense is supposed to be budgeted. So this budget adjustment addresses either items like
38 that or you had a couple of funds where you have overspent year to date. We had a case of where
39 money was transferred to cover the debt service payment on fire station number two; the transfer
40 was a little bit more than the budget, only \$1387. The fire protection fund itself is still well within
41 budget. However, to make sure that we do not receive a finding for transferring more than was
42 authorized, this addresses that. So at least as of the date this was done on June 2nd, all of your
43 expenditures are now within their budgetary authority. Manager Mitchell added that the \$700,000
44 was the GO bond payment of GO Bond 19, and as I discussed in previous meetings, this is the GO
45 bond that will also have the payoff this coming year in August of 600,000 plus interest. Councilor
46 Peterson asked, you are saying we might get a finding because of the clean and beautiful, which
47 we usually get from New Mexico. Wouldn't it be considered like the grant? We do not know what
48 grants amount is. Michael stated that the clean and beautiful grant is a reimbursable grant. You
49 have to spend the money out of that account and in our case; we do it out of general fund. The
50 grant was approved, but the reimbursement did not come until this fiscal year. So, we had prior
51 year expenses for fiscal year 19. We transfer that to the general fund account. We received the
52 reimbursement during our current fiscal year and what they did not do was program the
53 reimbursement. With no further questions, the motion carried 4-0 with Mayor Pro-tem Lanon -
54 aye, Councilor Billingsley-aye, Councilor Trom -aye, Councilor Peterson aye.
55

1 **D. Discussion/ Approval of Resolution 2020-17 a Resolution Approving the Fiscal Year**
2 **2020/2021 Holiday Schedule**

3 Mayor Pro-tem Lanon made the motion to approve resolution 2020-17 a resolution approving the
4 fiscal year 2020/2021 holiday schedule. Councilor Trom seconded. Terry Cordova Village Clerk
5 explained that each year the Village Council approve the holiday schedule for the upcoming fiscal
6 year. This item fulfills this requirement. Manager Mitchell added we went back to the 10 holidays
7 that are federal level and at the state government level, you will notice that we did put in the one
8 day following Thanksgiving that has been allowable for years. They have that holiday put in there
9 as long as it is the observance of another holiday. In this case, it's the observance holiday of
10 Martin Luther King Day in January; we put that in for the day following Thanksgiving. With no
11 further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley -
12 aye, Councilor Trom-aye, Councilor Peterson -aye.

13 **E. Discussion/Approval of Resolution 2020-18 a Resolution Granting a Forty Nine Foot**
14 **Encroachment for an Egress Walkway Deck /Stairs**

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

24 **F. Discussion/Approval of Resolution 2020-19 a Resolution Authorizing and Approving**
25 **Submission of a Completed Application to the New Mexico Finance Authority**

26 Mayor Pro-tem Lanon made the motion to approve resolution 2020-19 a resolution authorizing
27 and approving submission of a completed application to the New Mexico Finance Authority.
28 Councilor Peterson seconded. Regina Gaysina with RBC Capital went over villages current GO
29 Bond plan of finance, and update on the upcoming bond issuance. (see attached). Motion carried
30 4-0 with Mayor Pro-tem Lanon -aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor
31 Peterson -aye.

32 **G. Discussion/Approval of an Agreement for On-Call Engineering Services with Dennis**
33 **Engineering Company**

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

42 **H. Discussion/ Approval of a Purchase Agreement With the Angle Fire Community Foundation**
43 **and the Village of Angel Fire to Purchase the Stromberg Center, Also Known as Fire Station**
44 **#1**

45 Mayor Pro-tem Lanon made the motion to approve the purchase agreement with the Angel Fire
46 Community foundation and the Village of Angel Fire to purchase the Stromberg Center, also
47 known as Fire Station #1. Councilor Trom seconded. John Murtagh , Fire Chief explained that last
48 calendar year we had the opportunity to apply for a grant award from the State Fire marshal's
49 office, which we were awarded, as you all know. The decision was made to purchase the
50 Stromberg Center so that we could add on, improve to it the Community Foundation agreed to this
51 contract, and agree to the purchase. They realized the building was in need of repair and did not
52 necessarily have the funds, they will not commit to making all those repairs. Therefore, we are
53 able to use this grant and fire funds to make this purchase, and I would defer to Manager Mitchell
54 about the rest of the contract. Manager, Mitchell stated that the contract was provided from the
55 foundation, was reviewed through by myself and then send it over to legal counsel for review.
56 Legal counsel completely reviewed, it came back, and their recommendations were minor

1 recommendations. We did make that change, and the contract before you has been approved by
2 legal, as well as myself. Councilor Trom asked if purchased the building, are we paying the entire
3 sum outright. John stated that there was some talk as I recall about the Angel Community
4 Foundation allowing us to postpone some of the payments so we could take some of that money
5 and start making repairs. We may have to postpone repairs until we get additional funding from
6 the state. We have this funding right now \$250 that most must be executed towards the purchase.
7 There is the possibility of the foundation providing us an interest free loan over a two year period
8 so that we can begin more of the refurbishment. With an interest free loan and being able to use
9 that for the fire department where you would then be also eligible to use the fire funds that uh to
10 court law has to repay that interest free loan. That is the method by which we were going to handle
11 that so it's not part of the actual purchase contract. With no further discussion, the motion carried
12 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom -aye, Councilor
13 Peterson -aye

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

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

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

47 Mayor Mixon opened the public hearing at 7:03pm. Manger Mitchell explained what this is, is
48 some slight amendments to the current ordinance, a couple of things that I will go through, for
49 clarifying issues. We are changing the slash program date, from the 15th, to close out to October
50 1st. This gives the folks picking up slash a little bit longer before the first seasonal snows come in
51 and make it near impossible. Also for the road crew to clean up the ditches. We will continue to
52 pick up after the 1st of course, but this gives a deadline for the folks that are calling for the splash
53 pickup. Moving down to item F. Because we have had contamination in the ditches and roads that
54 have in place, especially with needles or stuff like that, we no longer need prior approval for an
55 encroachment permit or deposit fees to be able to place slash in the road or drainage area. We are
56 going to have to get a property area or have it hauled off. We did clarify the spacing that was on a

1 policy sheet, but the spacing between the piles be no less than two feet, it was in policy, we are
2 now putting it in ordinance. Moving down to item K again is the date change, asking for call in for
3 an application prior to October 1st. Moving down to item N, because we are no longer allowing
4 for encroachment permits and deposits we had to state if you could not find a suitable location on
5 the property that, the solid waste department, the length of the arms, everything else could not be
6 picked up. Then, we would have to have the slash hauled then prior to it being stack. Item O has
7 been added. It was a policy issue when I was the former manager and when the program was set
8 up, that is how it was set up with the current fees that it had to do with capability and capacity.
9 That we did not remove contractor slash for those first two years to include builder slash clearing
10 lots. In the subsequent years, policy and procedure had changed under previous management and
11 the solid waste department without any written guidance put out to the public or anything on it.
12 And what we did this last year has go back to the original policy guidance that we utilize, Contract
13 or clearing, must be hauled by the contractor. Again, this goes back the capability and capacity.
14 We know it is hard to track a little bit right now, because the solid waste funding. However, we do
15 not charge enough on the fees to be able to run a slash program that is picking up literally
16 hundreds of cubic yards of slash it should be part of the contractor responsibility of their contract
17 as it was previously. The problem becomes the amount of slash that we see yards, where those are
18 the remains out on the roads, rather, because we do not have the capability and capacity and was
19 never built for the capability and capacity to be able to pick up that much slash. The fees that we
20 charge on the wildfire protection are the disposal fee, even when a contractor delivers properly
21 contracted slash or you are still responsible for this, but we do not charge the contractors any
22 different, we do not charge the homeowners any different. The largest cost of that program
23 sustains the disposal cost, and if we were to do additional pickups of that, much less that is
24 produced by the contractors. We would then be subsidizing the slash program through the Solid
25 Waste program and utilizing the possibility of general fund transfers in order to keep the program
26 afloat. The proposals that we are doing internally for accounting processes, it is going to break that
27 fee back out. I have talked to our superintendent down at solid wastes about tracking cost
28 separately for the slash program so that we can look at those costs on an annual basis so we can
29 develop better programs and try to go out and get it better systems and methods, reduction of slash
30 itself, without having to hauling it out. So we will be looking at things like high efficiency curtain
31 burner, a chipper/shredder that uses good waste, usable waste to make landscape quality slash that
32 can be used by local landscapers and residents better than current stuff we have right now. So what
33 we are looking at is better and more efficient disposal programs to reduce that cost. We can
34 readdress the pickup using those slash trucks later. I will stand by for questions. Mayor Pro-tem
35 Lanon thanked Manager Mitchell for his work on this. He also stated that this was something that
36 has to be done to keep our forests clean. Don Clark asked about item D the 5 inch diameter must
37 be piled separately. I suggest that you make that 4 inches. He also mentioned item G concerning
38 pine needles and asked why it did not include pinecones. Ben Gulley, Solid Waste Superintendent
39 stated that we did not really take that into account but right now, I am not charging people to bring
40 in pinecones. So we are just counting that as part of the slash program. Don Clark added that
41 certainly, pinecones add to ground fuel, and can you place them in the containers. Ben stated if
42 you only have a small amount, we would prefer you bring them in to the transfer station, sir.
43 Please do not put any green waste into the dumpsters, does that help? Guy Woods asked if all of
44 the estimated \$30,000 that is received, if it stayed in the Solid Waste department or are they
45 moved over into the general fund, as has happened in previous administrations. Manager Mitchell
46 asked if I may answer that, I can tell you right now that we do not transfer that funding away from
47 a solid waste. At least, it has not been done so this year, nor at the beginning of this program. It
48 was not done back in 14 and 13, before any interim years. But that funding will not be transferred
49 outside of the Enterprise Fund, stay with solid waste for management. The only piece of that is
50 transferred out at times supplement the payroll, or some of Chief Murtagh folks come in, and we
51 bring in the part-time employees to do disposal through burning, we pay those folks and we use
52 that funding to pay them overtime, and it goes outside of solid waste. Daniel Turner, I agree that it
53 is a big cost on the village during these small jobs, especially with a half a truckload. Recently,
54 I've been hauling in my small loads which is helping me a lot, because I don't have to return to
55 clean for the customer.

1 especially working side-by-side with, uh, Chief Murtagh. There is a 22-acre property that we are
2 working on, to help the village. Well, within that property, there is going to be a lot of material.
3 And, I mean, if I have to take it on I will, I would like a little bit help from the Village how we
4 could do some kind of a fee for per yard or per truck. The contractors actually subbing out or not
5 subbing out, but hiring the village to help us with these bigger projects. I know that we also have a
6 lot of sales tax that is going towards the village. In my company, I know we have done a
7 tremendous amount of sales, which the village also benefits from the sales tax. I would like to see
8 if we could do have more discussions on helping not only the top the contractors but also the
9 village. I know Bens overwhelmed over there. At the transfer station I always ask them if can help
10 them out. It would make it easier on you guys in the village make it easier on Chief Murtagh and
11 make it easier on us so that we can help our customers here in the city limits. I am open to ideas
12 and to discussion and you guys are welcome to call me at any time. Manger Mitchell added that
13 yes he would open to meet with Daniel. He also stated unfortunately, as I just told Mr. Woods, not
14 only do we not transfer funding out of the Enterprise Fund, we try our hardest not to transfer any
15 funding out of general fund towards that and the GRT are part of the general fund budget. So they
16 don't subsidize the solid waste program. Ben and I have discussed various fees services. Ben and I
17 have started looking at this one of our largest problem is right now is this tracking the cost for
18 what we're doing with the current two trucks. And how often we can run those and if we could run
19 those trucks longer, we could probably look at a fee schedule that may help us offset the
20 manpower. The other thing is, as I mentioned, you know, as we get the disposal rates down, that
21 will give us more revenues that are more discretionary that we can look at. Possibly lifting that
22 and doing other things. Chief Murtagh and I have discussed the current ordinates, and how
23 impracticable it is and so, manners and methods to expect so much to be done in the first 1 to 3
24 years within the village. Chief Murtagh and I are going back and looking at the wildfire protection
25 plan, looking at our highest threat areas for the enforcement schedule on those and doing a
26 modification. We have already brought that up to the planning and zoning commission because
27 that's part of their ordinance oversight to look at that schedule that we have in there. It is table A of
28 the ordinance and possibly rework it a little bit, I know that Councilor Lanon vote no on this. All
29 of the primary reasons you voted against this were the timelines and the expectations were not
30 really achievable or realistic, especially for enforcement, we are going to follow this up. Daniel,
31 thank you for your input, and we will look at that. And as I said, as we separate the actual
32 expenditures for normal solid waste, we may find that we have more discretionary funding to be
33 available and do things like a scale for the solid waste department, quit estimating cubic yards that
34 type of thing. So that we can be more exact so that we can work better with our local contractors.
35 Mayor Pro-tem Lanon added I voted against it, because as you and I have talked many times, once
36 we produce the product, we have to deal with it. And right now, I can give you two roads. I do not
37 know if we have created a problem. It is just frustrating, but I want to make sure we do it right.
38 With no further input, Mayor Mixon closed the public hearing at 7:21pm. Mayor Pro-tem Lanon
39 made the motion to approve an ordinance amending section 11, chapter 3 of title 4 of the village
40 code, first reading, and public hearing. Councilor Trom seconded. With no further discussion, the
41 motion carried 4-0 with Mayor Pro-tem Lanon-aye, Councilor Billingsley-aye, Councilor Trom-
42 aye, Councilor Peterson -aye.

43
44 Mayor Mixon adjourned the meeting at 7:22pm

45
46 **Passed, Approved and Adopted on this 23th day in June, 2020**

47
48
49
50 _____
51 **Jo Mixon, Mayor**

52 **ATTEST:**

53
54 _____
55 **Terry Cordova, Village Clerk**



ANGEL FIRE POLICE DEPARTMENT

27 Halo Pines Terrace
ANGEL FIRE, NM. 87710

Date : 06/09/2020
Page : 1
Agency : All

Calls For Service Totals By Call Type

05/01/2020 to 05/31/2020

Call Type **Totals**

911 CALL	911 Call	1
AN COMP	Animal Complaint	5
AOA	Assist Other Agency	10
B ALARM	Business Alarm	2
B&E	Breaking and Entering	1
BATTERY	Battery	1
CIVSTBY	Civil Standby	1
CLO PATR	Close Patrol	1
CODE VOI	Code Violation	1
COMPOL	Community Policing Activity	3
CRIM DAM	Criminal Damage	1
DIST	Disturbance	4
DOMESTIC	Domestic	2
ENC VIOL	Encroachment Violation	4
FIRE	Fire	1
HARASS	Harassment	4
HW	House Watch	1
INFORMAT	Informational	2
L/F PROP	Lost / Found Property	3
LARCENY	Larceny	1
LITTER	Littering	1
MA	Motorist Assist	1
NOIS COM	Noise Complaint	1
OHV COMP	Off Highway Vehicle Complaint	1
R ALARM	Residential Alarm	4
SHOPLIFT	Shoplifting	1
SHOT FIR	Shots Fired	1
SLASH	Slash Complaint	10
STL VEH	Stolen Vehicle	1
SUS ACT	Suspicious Activity	2
TRAFCON	Traffic Control	1
VEHCOMP	Vehicle Complaint	3
WAN PERS	Wanted Person	3
WEL CHEC	Welfare Check	1
WTR VIOL	WATER CONSERVATION VIOLATION	1

Grand Total for all calls

81



ANGEL FIRE POLICE DEPARTMENT

27 Halo Pines Terrace
ANGEL FIRE, NM. 87710

Date : 06/09/2020
Page : 1
Agency : AFPD

Citation Totals By Violation

05/01/2020 to 05/31/2020

Violation		Total
.2-6-1	SPEED REGULATIONS	14
.2-6-12.23	Permitting Unauthorized Persons To	1
.2-6-12.5	DRIVERS TO BE LICENSED	1
.2-6-12.6	DRIVING WHILE LICENSE ADMINISTRATIV	1
.2-6-13.2	Unlawful Riding	1
5-2C-12	LITTERING	1
56-5-39	DRIVING ON SUSPENDED OR REVOKED	2
Grand Total		21



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

06/09/2020

Page : 1

Individual Arrest & Booking Report

05/01/2020 to 05/31/2020

Incident #	Booking #	Subject Name	D.O.B.	Pgrm	Class	Role	Location-City	Officer	Date
20-000237	20-000237	[REDACTED]	[REDACTED]	PAT...	P...	NTC	ANGEL FIRE	0599	05/01/2020
							4-3-11 (F) - SLASH VIOLATION		
20-000249	20-000249	[REDACTED]	[REDACTED]	PAT...	P...	ARRESTED	ANGEL FIRE	0484	05/05/2020
							30-16-20 - SHOPLIFTING		
20-000269	20-000269	[REDACTED]	[REDACTED]	PAT...	W...	ARRESTED	ANGEL FIRE	0572	05/15/2020
							WARRANT - OTHER COUNTY		
20-000278	20-000278	[REDACTED]	[REDACTED]	PAT...	F...	WARRANT	ANGEL FIRE	0566	05/18/2020
							WANTED PERSON - WANTED PERSON		
20-000282	20-000282	[REDACTED]	[REDACTED]	PAT...	MI...	ARRESTED	ANGEL FIRE	0571	05/18/2020
							30-3-18 - CRIMINAL DAMAGE PROPERTY OF HOUSEHOLD MEMBER		
							30-6-1 - ABANDONMENT OR ABUSE OF A CHILD		
							30-22-1 - RESISTING		
20-000300	20-000300	[REDACTED]	[REDACTED]	PAT...	W...	ARRESTED	ANGEL FIRE	0566	05/24/2020
							WANTED PERSON - WANTED PERSON		
							WANTED PERSON - WANTED PERSON		
20-000312	20-000312	[REDACTED]	[REDACTED]	PAT...	W...	ARRESTED	ANGEL FIRE	0572	05/27/2020
							TRAFFIC - OTHER TRAFFIC		
20-000253	20-000253	[REDACTED]	[REDACTED]	PAT...	P...	NTC	ANGEL FIRE	0599	05/12/2020
							5-2C-12 - LITTERING		

Enchanted Circle Trail System



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

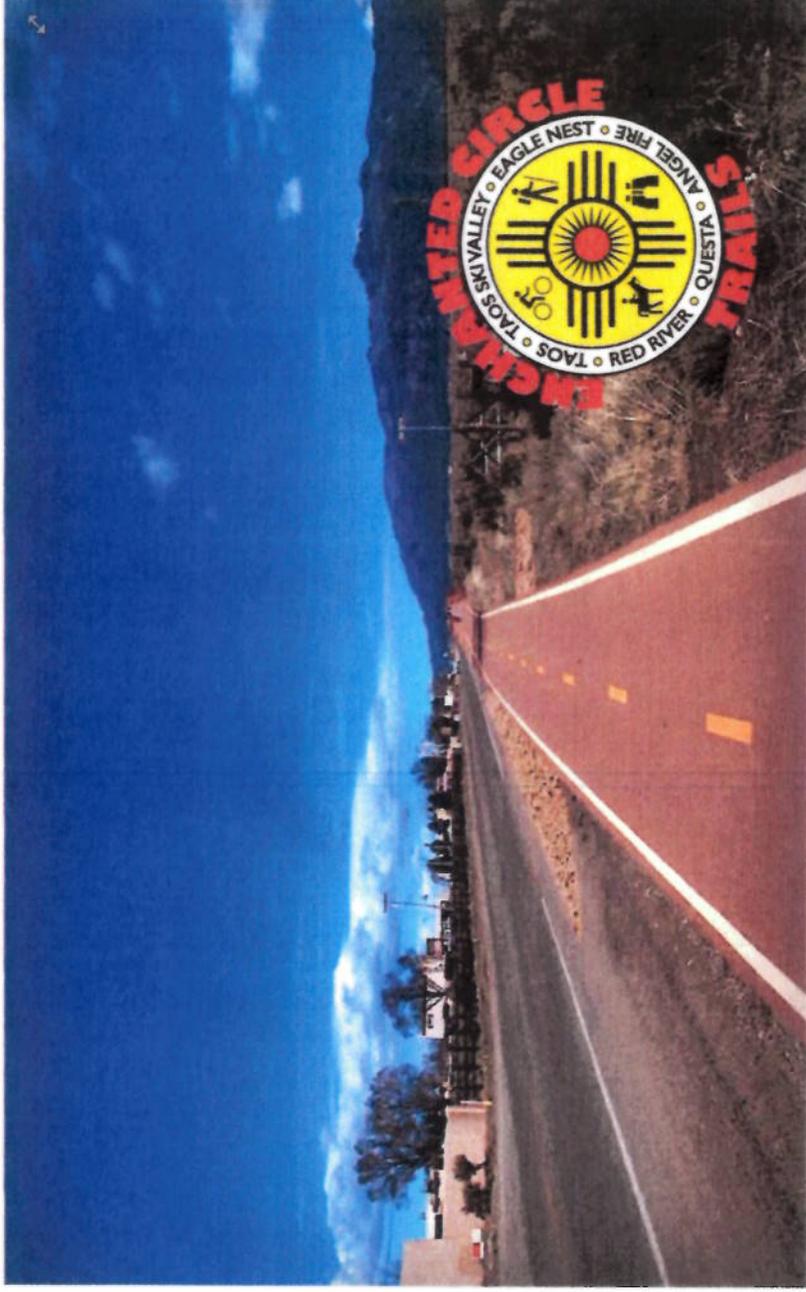
- Nationally, \$887 Billion annual consumer spending and 7.6 million jobs generating \$125 billion in fed, state and local taxes
- New Mexico:
 - \$9.9 Billion in consumer spending
 - \$623 Million in state and local taxes
 - 99,000 direct jobs
 - \$2.8 Billion in wages and salaries

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://arcg.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 preparations for map preparations.

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



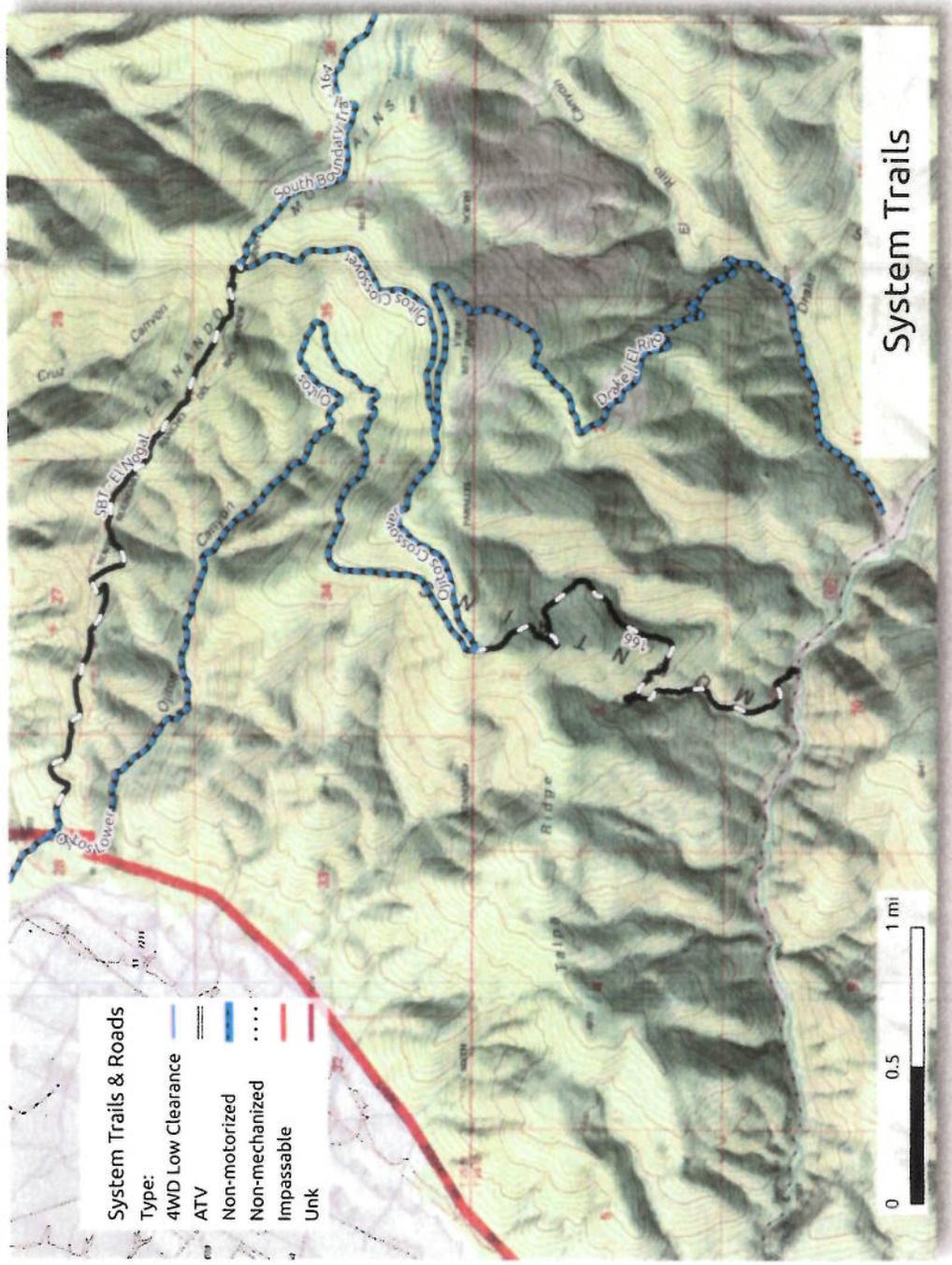
Talpa Ridge Trail System



Talpa Ridge Trails

Study area
 ENCHANTED CIRCLE TRAIL PLAN

Talpa Ridge - Existing Trails

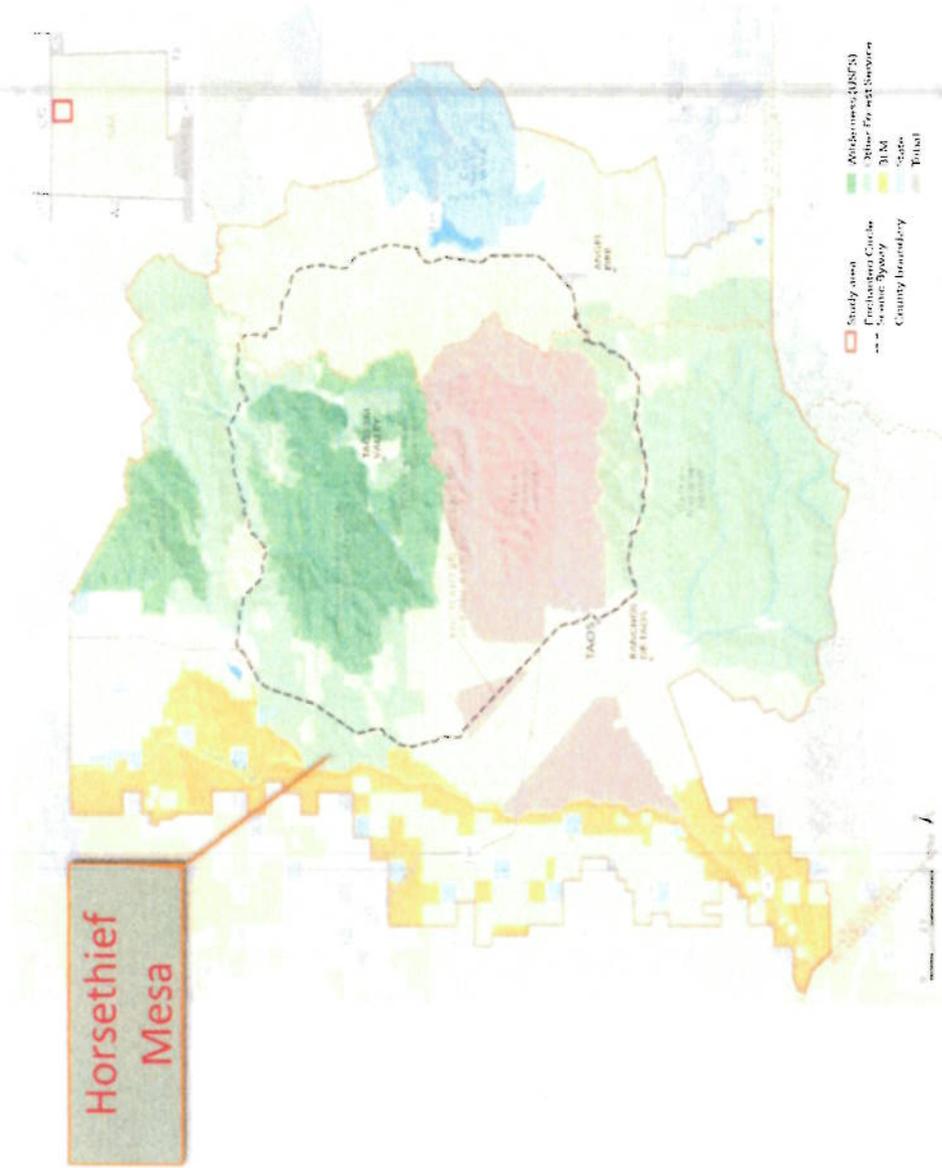


- Talp
- Easy

Talpa Ridge - Proposed and Current Trails



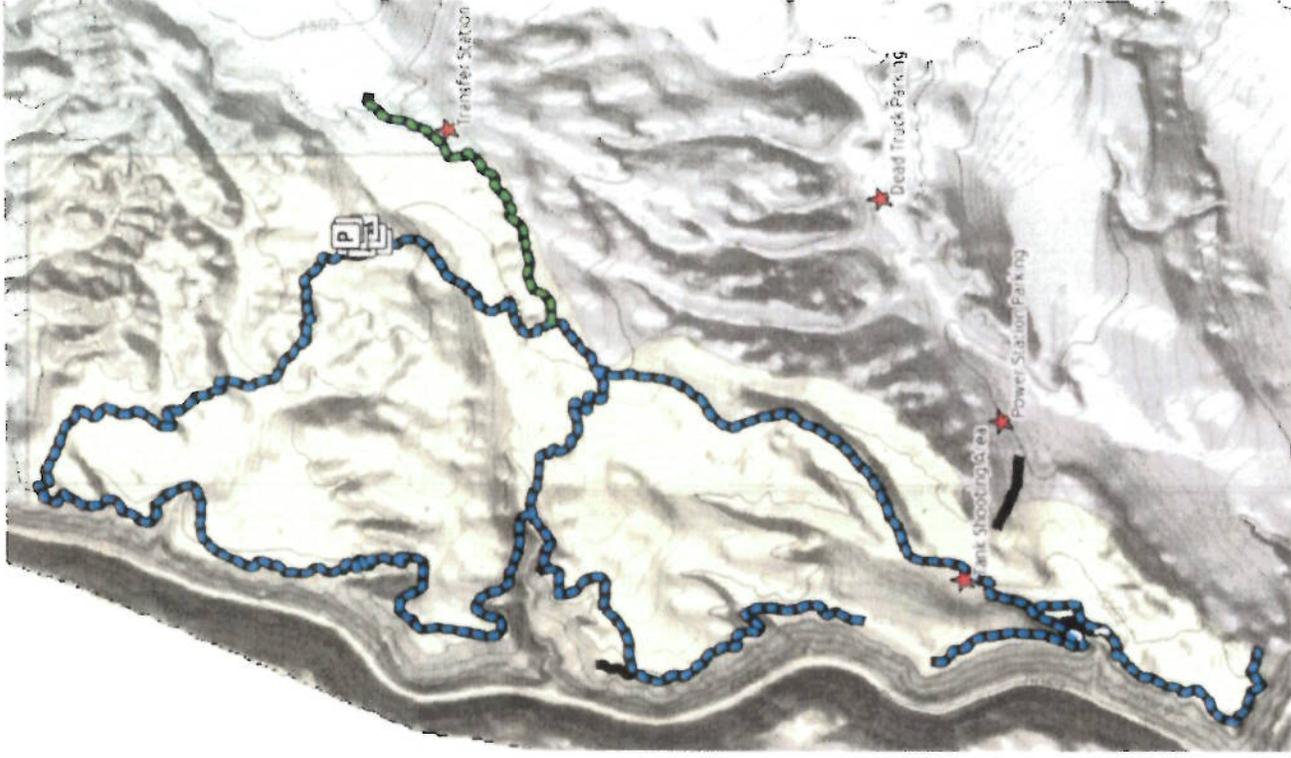
Horsethief Mesa (and Rio Grande Trail segments)



Study area
ENCANTADO CIRCLE TRAIL PLAN

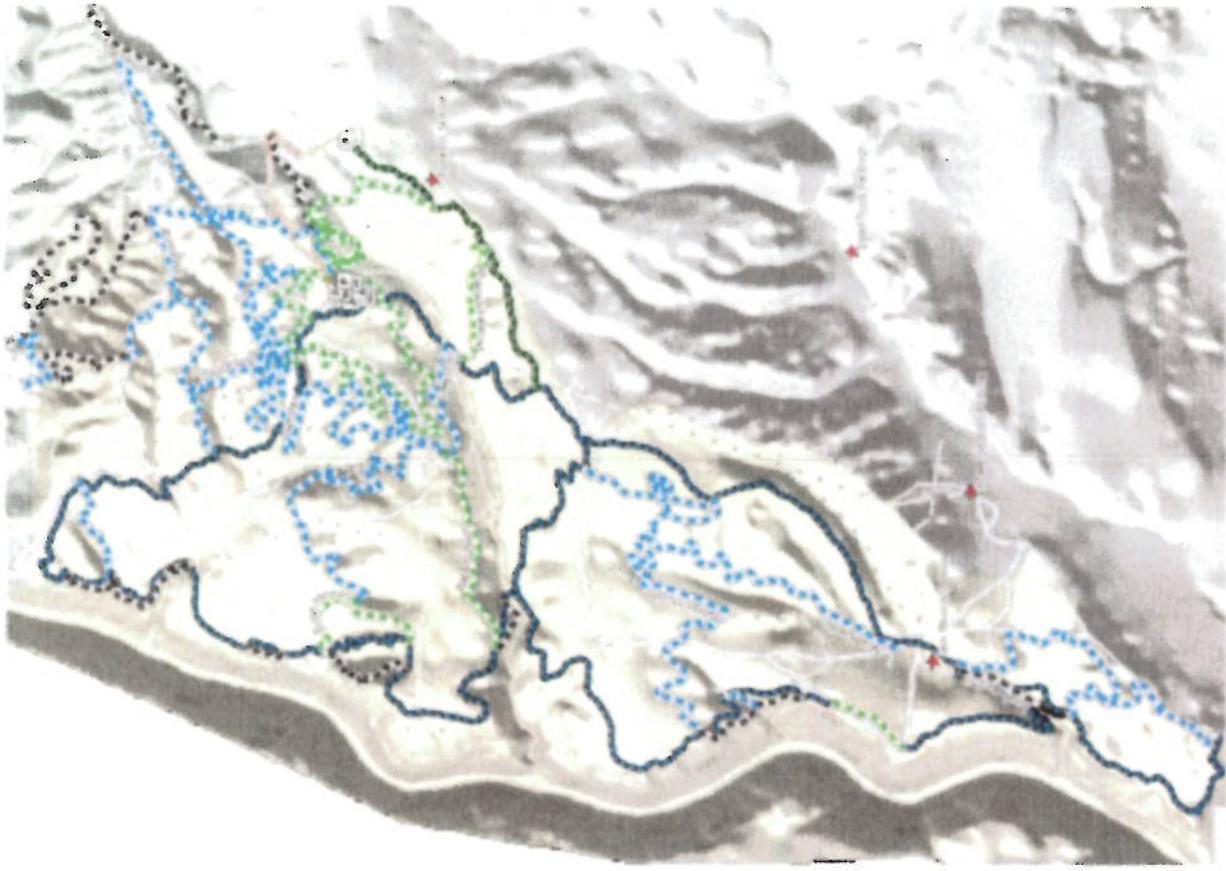


Horsethief Mesa Current Trail Inventory



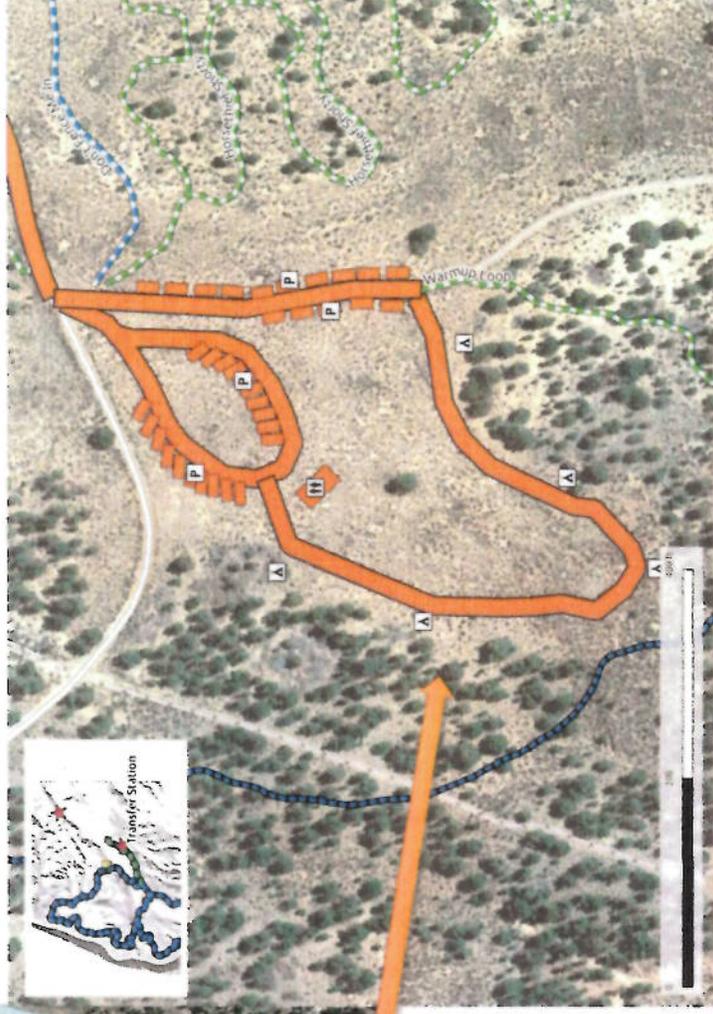
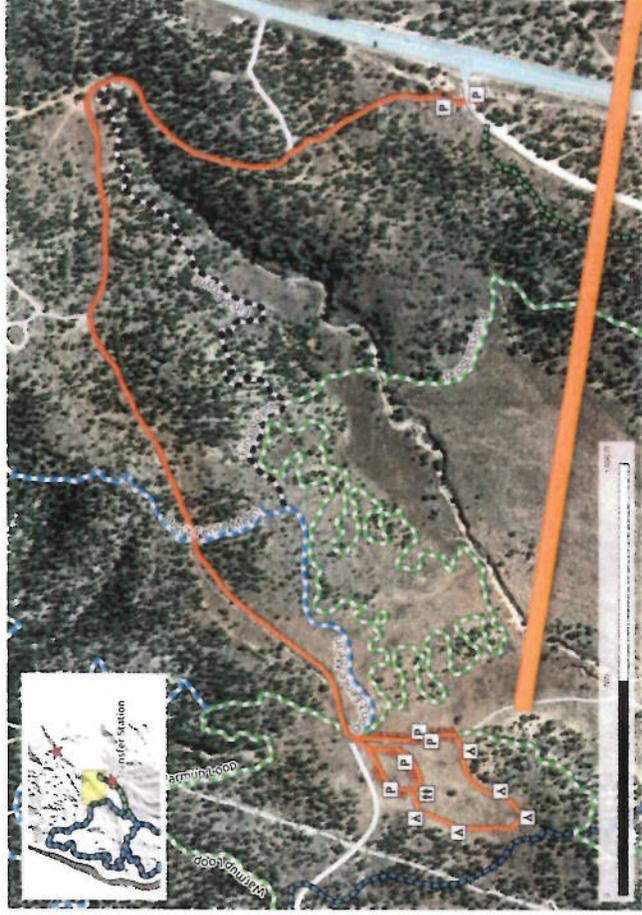
Horsethief Mesa Proposed Trails

- 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)

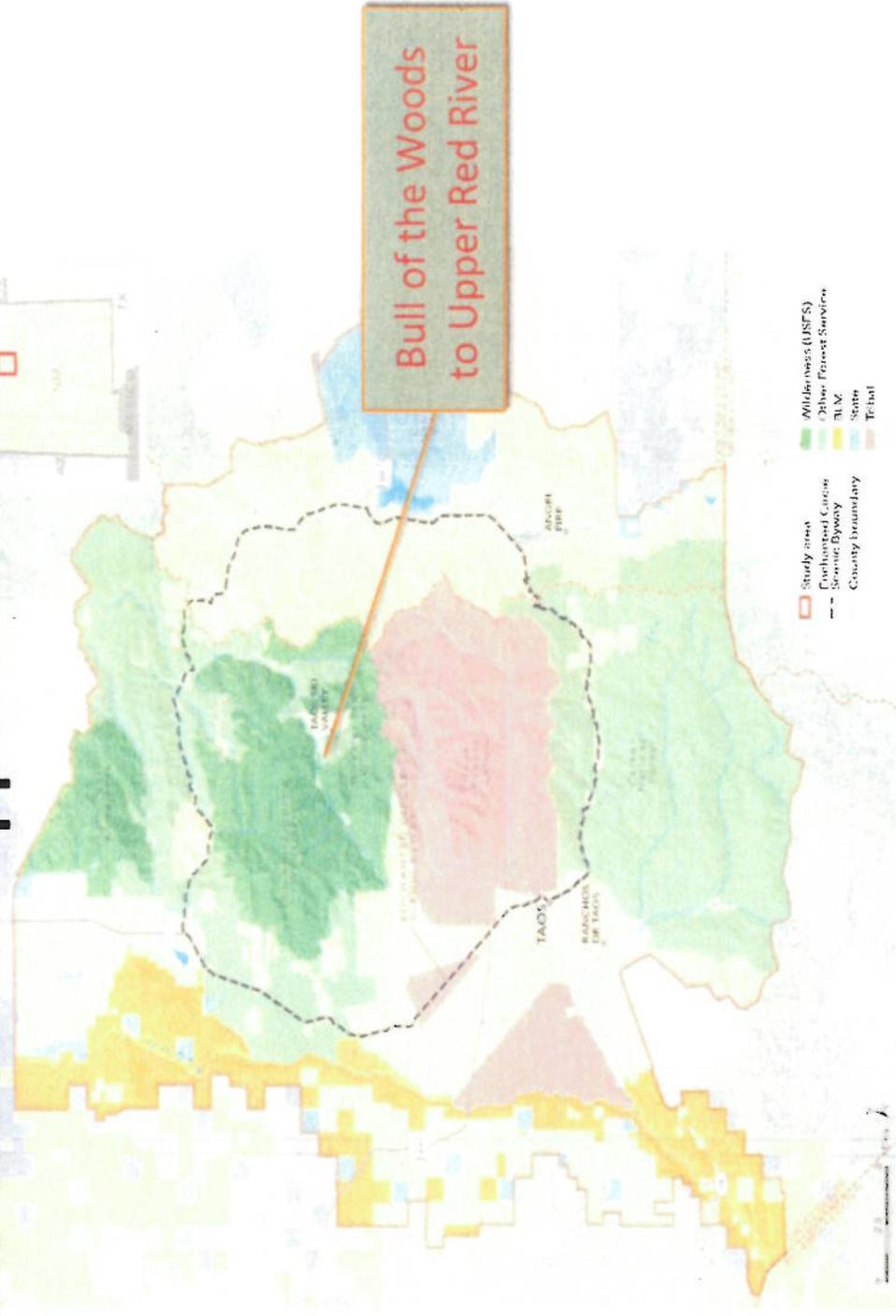


Horsethief Mesa Trails

- proposed trailhead



Bull of the Woods to Upper Red River



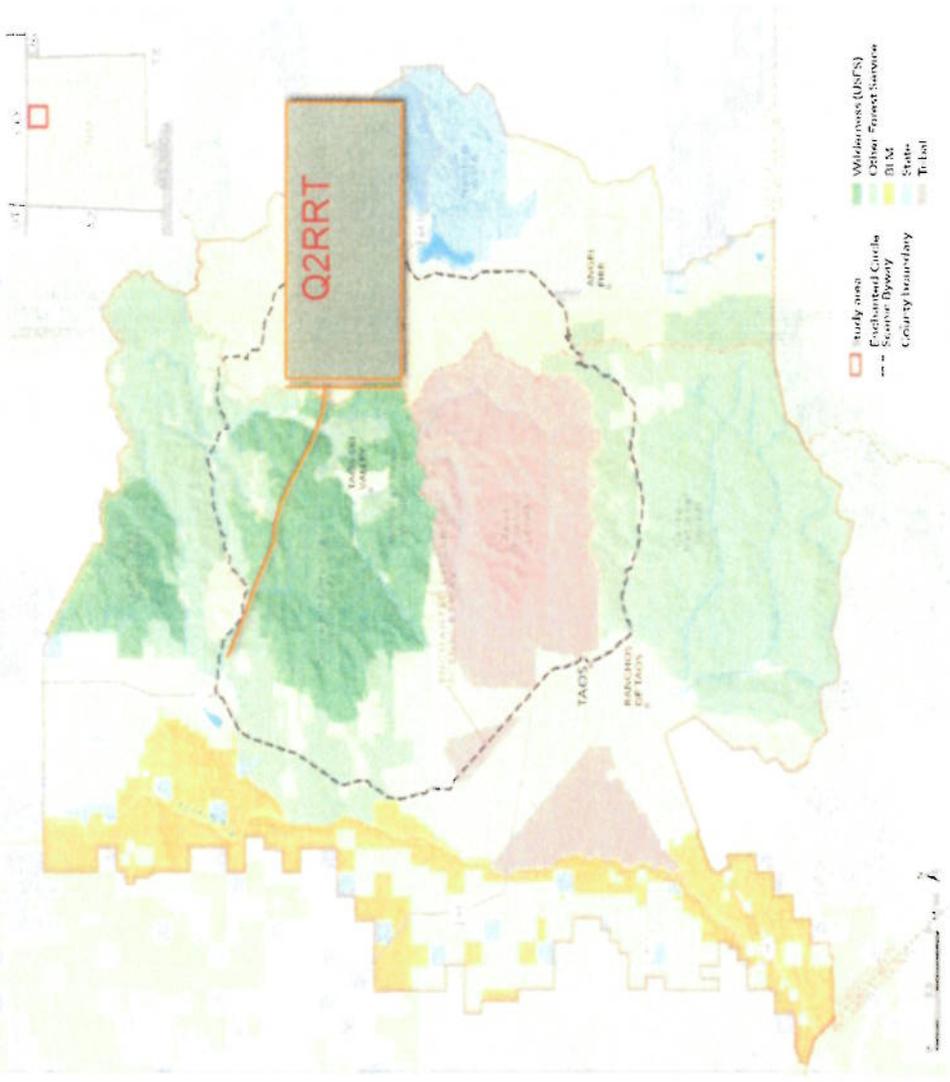
Study area
ENGIANTED CIRCLE TRAIL PLAN



Bull of the Woods to Upper Red River



Questa to Red River Trail (Q2RRT)



Study area
ENCHANTED CIRCLE TRAIL PLAN



Questa to Red River Trail (Q2RRT)



<https://arcg.is/1PWuuee>

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

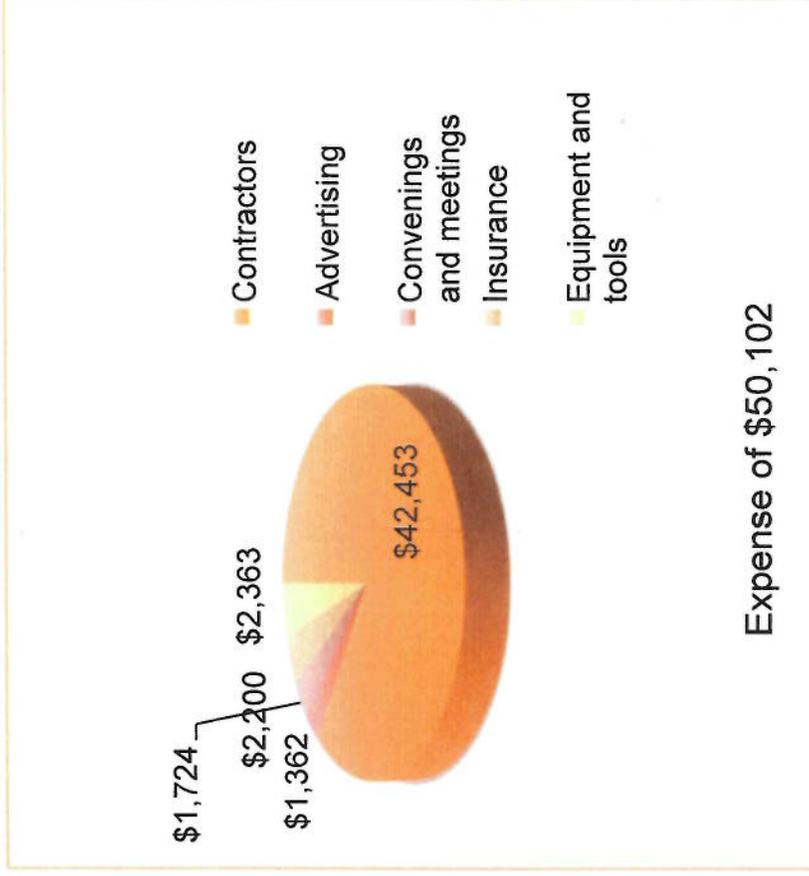
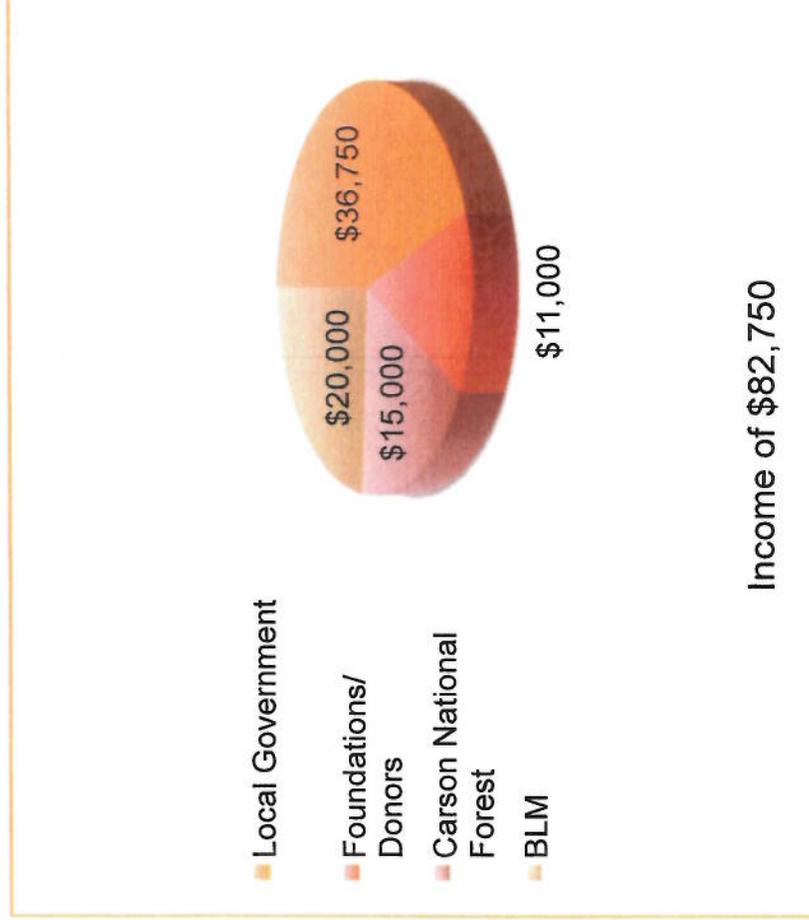
Four versions of a glossy tri-fold brochure with trail recommendations for 1. motorized, 2. equestrian, 3. cycling and 4. hiking trail brochures in design phase. Placed in public as trail appetizer.

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



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...

**Carl Colonus,
Enchanted Circle Trails Association**
enchantedcircletrails@gmail.com
575.770.8940



Village of Angel Fire

GO Bond Planning and Issuance Discussion

June 09, 2020

STRICTLY PRIVATE AND CONFIDENTIAL



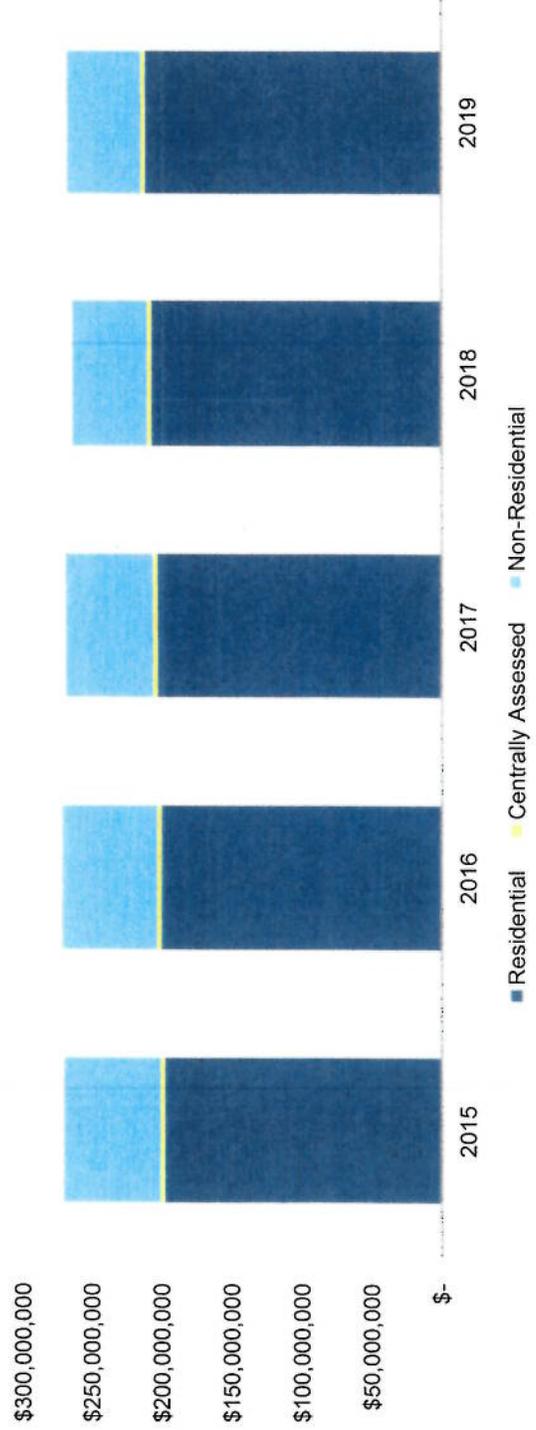
Capital
Markets

Historical Assessed Value

Tax Year	Residential	Centrally Assessed	Non-Residential	Total Assessed Value	Growth Over Previous Year
2015	\$ 197,828,958	\$ 2,868,089	\$ 69,961,245	\$ 270,658,292	1.61%
2016	200,102,615	3,073,242	68,734,023	271,909,880	0.46%
2017	202,985,800	2,943,740	63,196,950	269,126,490	-1.02%
2018	207,338,293	2,957,118	53,757,804	264,053,215	-1.89%
2019	212,251,596	2,632,440	53,444,476	268,328,512	1.62%

5 Year Average Growth Rate 0.15%

Source: Colfax County Assessor's Office



Historical Tax Rates

Residential Tax Rates - per \$1,000 Assessed Valuation Within 20 Mill Limit for General Purposes					
	2019	2018	2017	2016	2015
State of New Mexico	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000
Colfax County	10.951	8.927	7.274	7.213	7.205
Village of Angel Fire	5.413	5.096	4.966	4.908	4.906
Cimarron Schools	0.363	0.352	0.346	0.342	0.343
General Hospital	4.250	4.250	4.250	4.250	4.250
Total	\$20.977	\$18.625	\$16.836	\$16.713	\$16.704
Over 20 Mill Limit - Interest, Principal, Judgments, etc.					
State of New Mexico	\$1.360	\$1.360	\$1.360	\$1.360	\$1.360
Colfax County	0.000	0.000	0.000	0.000	0.000
Village of Angel Fire	3.557	3.560	3.566	3.548	0.000
Cimarron Schools	4.489	4.489	4.498	4.496	4.437
General Hospital	0.000	0.000	0.000	0.000	0.000
Total	\$9.406	\$9.409	\$9.424	\$9.404	\$5.797
Total Levy					
State of New Mexico	\$1.360	\$1.360	\$1.360	\$1.360	\$1.360
Colfax County	10.951	8.927	7.274	7.213	7.205
Village of Angel Fire	8.970	8.656	8.532	8.456	4.906
Cimarron Schools	4.852	4.841	4.844	4.838	4.780
General Hospital	4.250	4.250	4.250	4.250	4.250
Total Residential	\$30.383	\$28.034	\$26.260	\$26.117	\$22.501
Total Non-Residential	33.644	33.659	32.174	32.154	\$28.547

Source: State of New Mexico, Department of Finance & Administration

General Obligation Bonds Plan of Finance

- Voters approved \$8 million in GO Bonds in November of 2019
 - ✓ \$2,000,000 to be issued in 2020, 2021, 2022 and 2023 or as directed by the Village
- 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

General Obligation Bonding Capacity	
Assessed Value	\$ 268,328,512
4% of AV	\$ 10,733,140
Outstanding Debt	2,050,000
GO Bond Capacity	\$ 8,683,140
% Bonded to Capacity	19.10%

Current Debt Service Requirements

Year	Series 2017	Series 2018	Series 2019	Total Debt Service
2020	115,753	69,985	607,800	793,538
2021	114,065	73,917		187,982
2022	112,178	72,668		184,845
2023	110,120	71,322		181,442
2024	107,891	69,857		177,748
2025	105,481	68,326		173,807
2026	102,939	66,711		169,649
2027	100,244	65,035		165,279
2028	97,727	63,294		161,021
2029		61,704		61,704
	\$966,396	\$682,818	\$607,800	\$2,257,014

Tax Rate Setting Timeline - Example



Draft Bond Sale Time Schedule

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

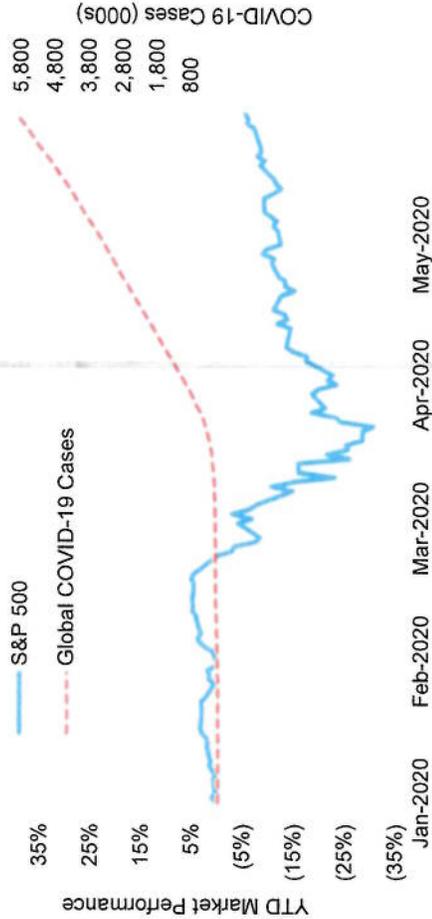
Market Update



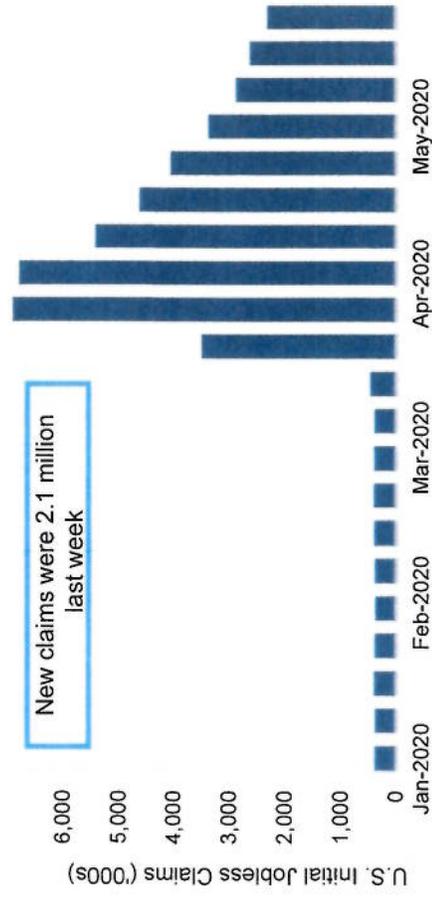
Capital
Markets

Economic Overview

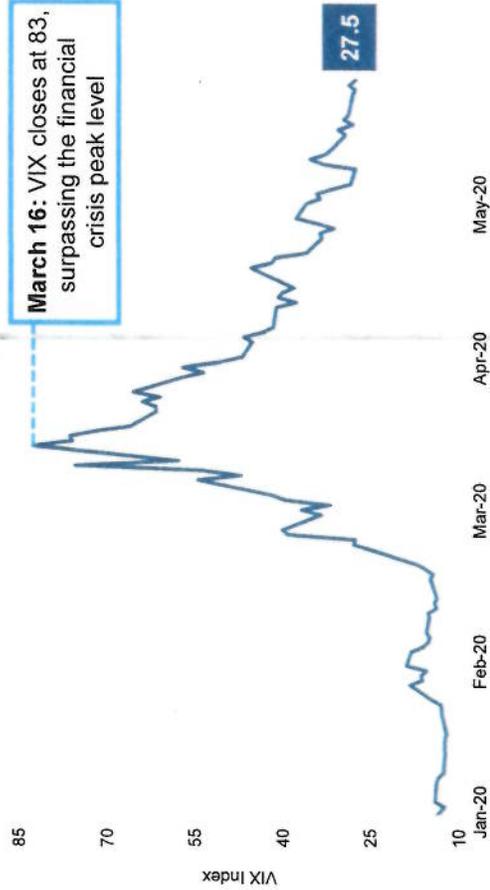
Equity Market Performance vs. Global Confirmed Coronavirus Cases



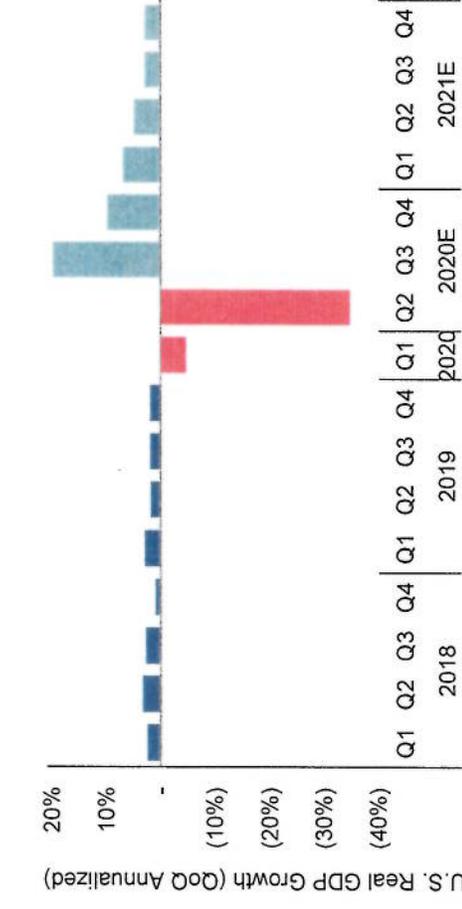
U.S. Initial Jobless Claims



Volatility is Diminishing, but Remains above Pre-COVID Levels



Investors Bracing for a Recession

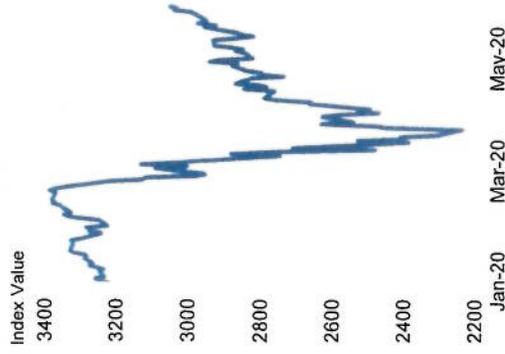


Coronavirus Impacting All Asset Classes

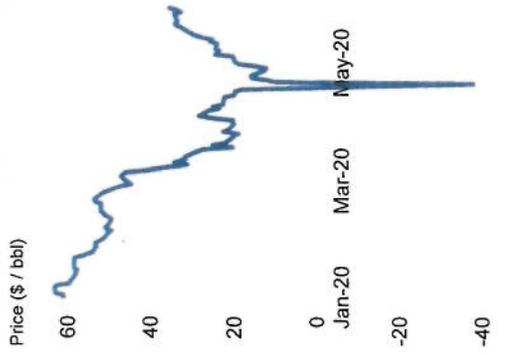
Commentary

- 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.

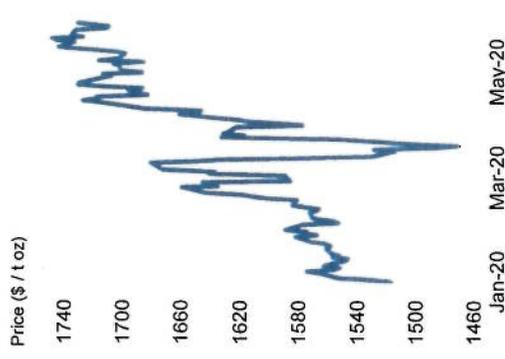
S&P 500 Index



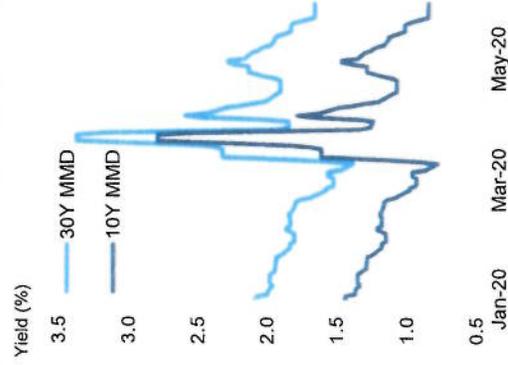
Oil (WTI)



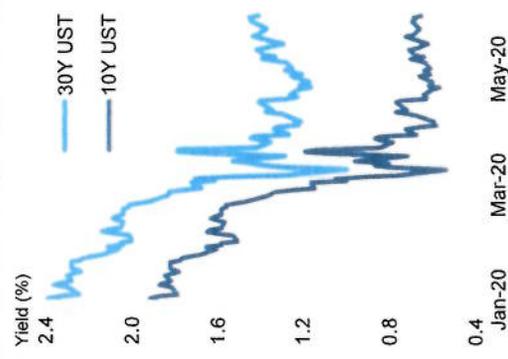
Gold



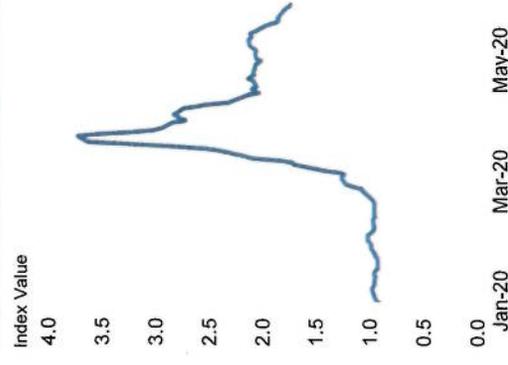
MMD Yields



U.S. Treasury Yields



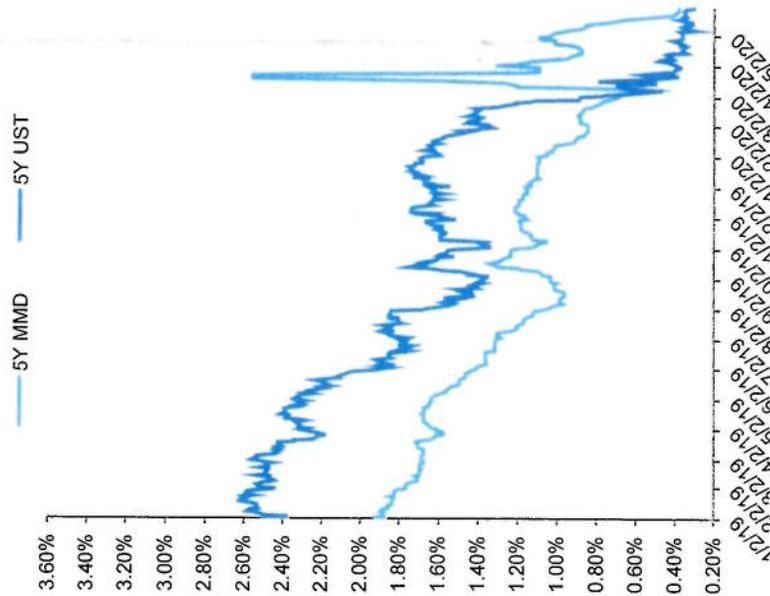
IG Corporate Bond Spreads



Interest Rate Movements

Relative Performance of Municipal Yields Versus Treasuries

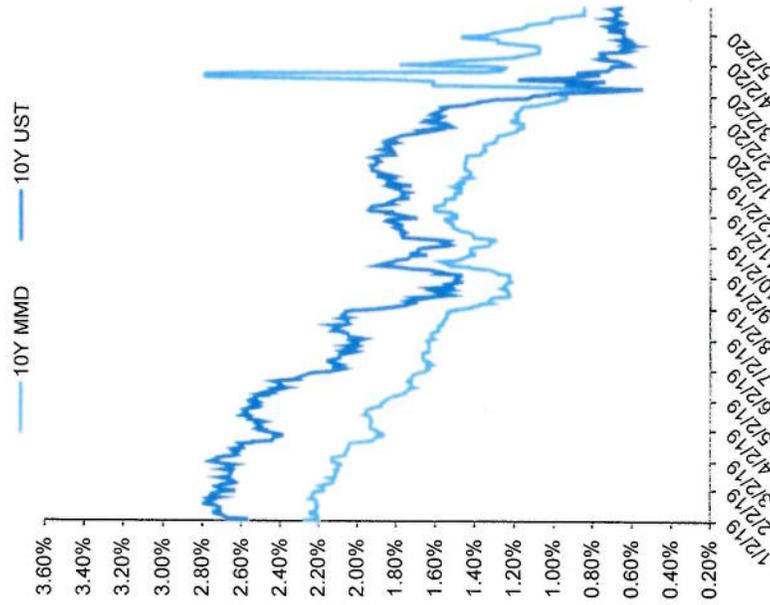
5 Year MMD⁽¹⁾ and 5 Year UST



Change in MMD

	01/02/2019	05/29/2020	Δ (bps)
3yr MMD	1.790	0.230	-156
5yr MMD	1.920	0.380	-154
7yr MMD	2.040	0.610	-143
10yr MMD	2.270	0.840	-143
30yr MMD	2.990	1.650	-134

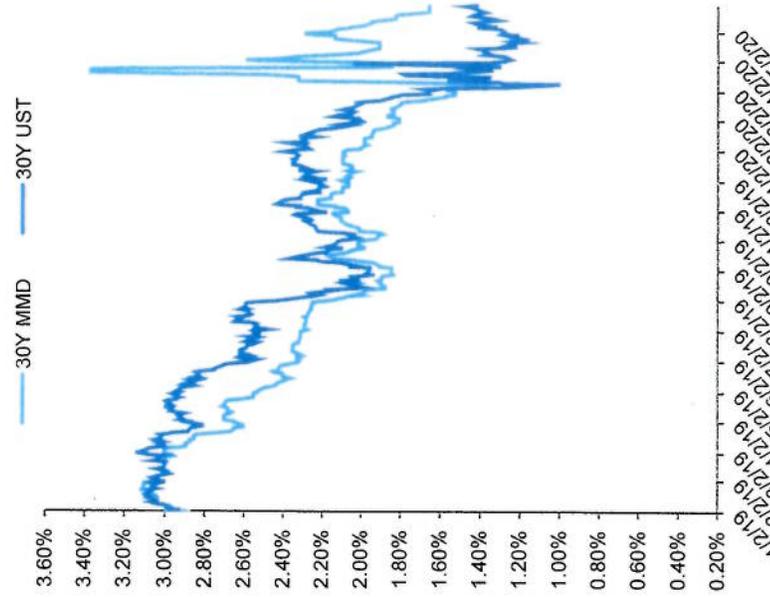
10 Year MMD and 10 Year UST



Change in Treasuries

	01/02/2019	05/29/2020	Δ (bps)
3yr UST	2.470	0.190	-228
5yr UST	2.490	0.300	-219
7yr UST	2.560	0.500	-206
10yr UST	2.660	0.650	-201
30yr UST	2.970	1.410	-156

30 Year MMD and 30 Year UST



Change in MMD/UST Ratio

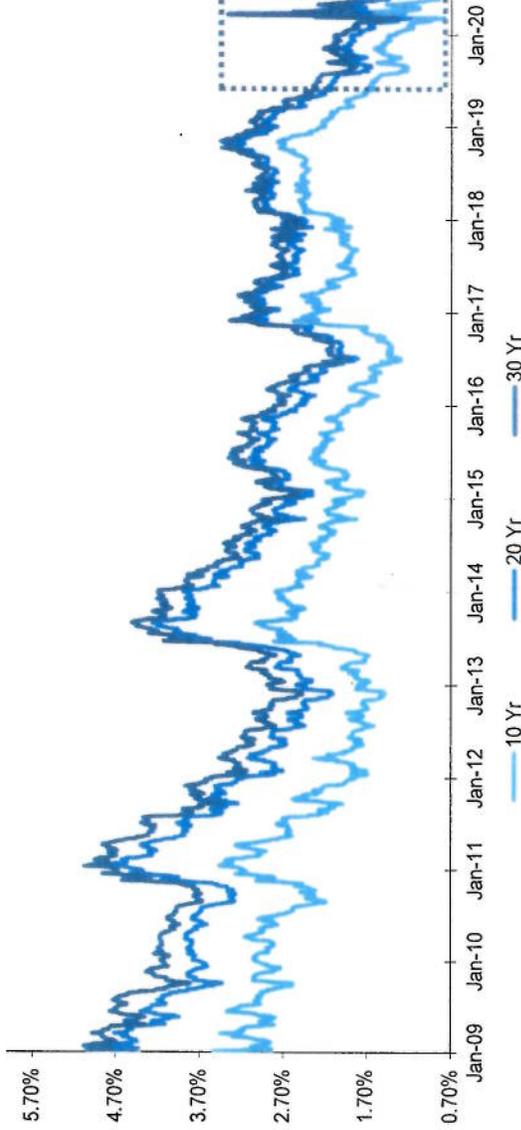
	01/02/2019	05/29/2020	Δ (%)
3yr Ratio	72%	121%	49%
5yr Ratio	77%	127%	50%
7yr Ratio	80%	122%	42%
10yr Ratio	85%	129%	44%
30yr Ratio	101%	117%	16%

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

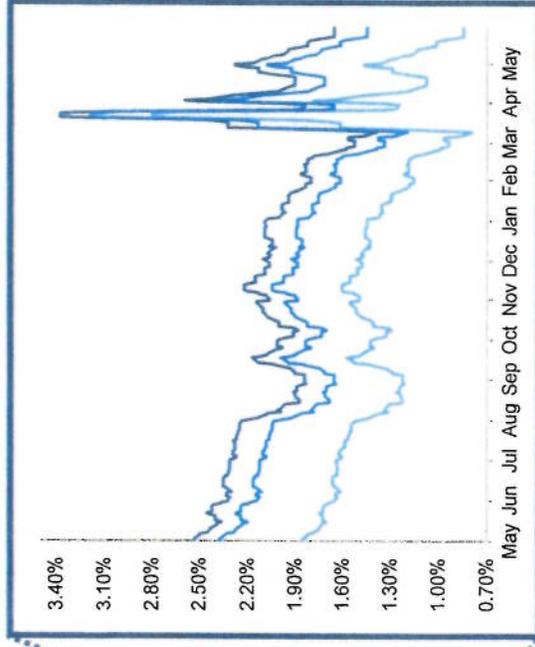
Current Municipal Market Conditions: "AAA" MMD

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



January 1, 2009 to Present

	10 Year	20 Year	30 Year
Maximum	3.53%	4.89%	5.08%
Minimum	0.78%	1.19%	1.38%
Current	0.84%	1.44%	1.65%

Shift in 30-year "AAA" MMD							
	2013	2014	2015	2016	2017	2018	2019
	1.33%	-1.34%	-0.01%	0.27%	-0.51%	0.47%	-0.93%

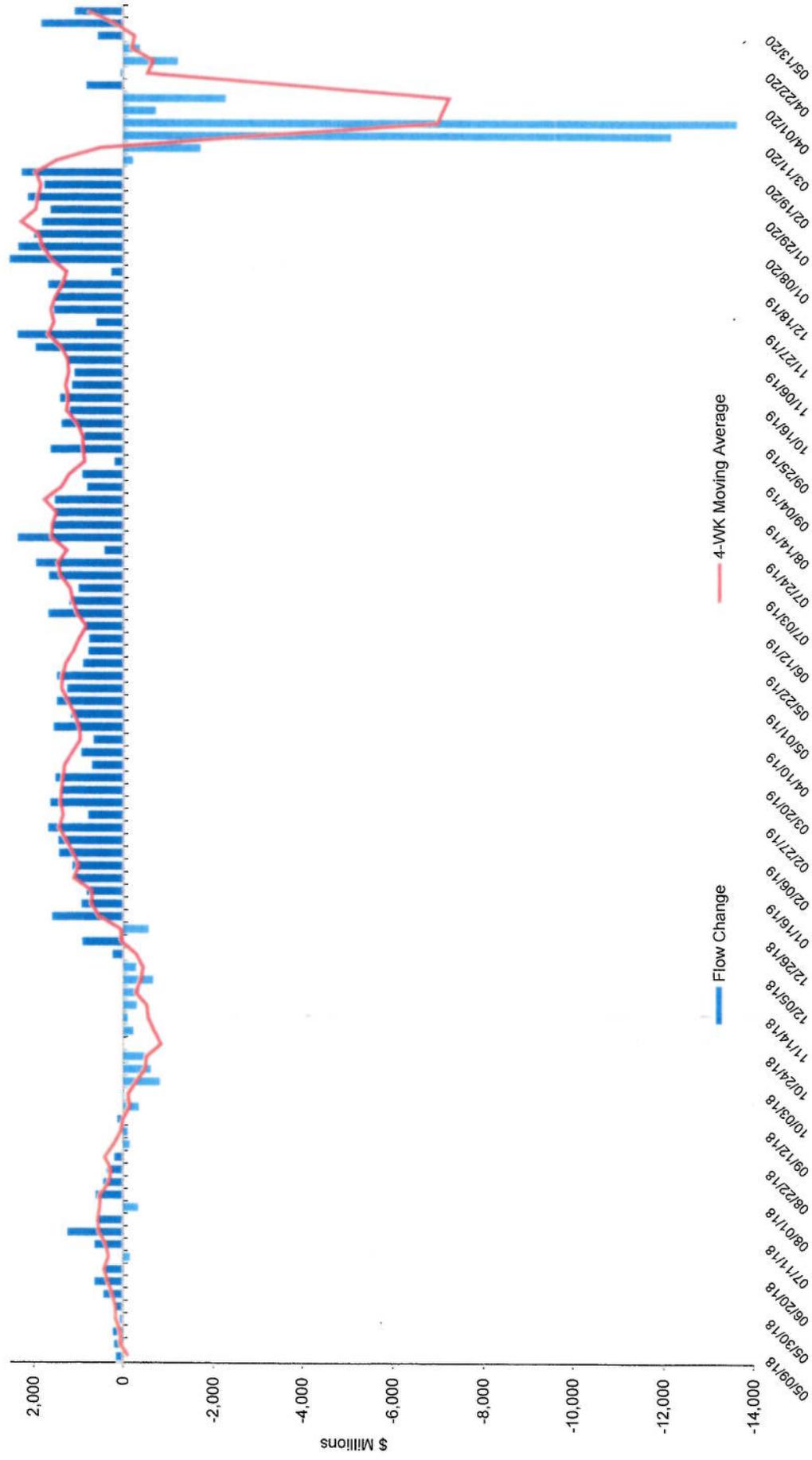
May 1, 2019 to Present

	10 Year	20 Year	30 Year
Maximum	2.79%	3.18%	3.37%
Minimum	0.78%	1.19%	1.38%
Average	1.41%	1.89%	2.08%

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

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



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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 ²³ 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, several cuts from State

Signature: 

RESOLUTION 2020-20

**A RESOLUTION 2020-20 AUTHORIZING EXECUTION OF THE
NMDOT FY21 COOPERATIVE AGREEMENT CN: L400506 FOR
FUNDS IN THE AMOUNT OF \$23,557.00 FOR PLAN DESIGN,
CONSTRUCTION MANAGMENT, 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.

PASSED, ADOPTED AND APPROVED THIS 23rd DAY OF JUNE, 2020.

Jo Mixon, Mayor

Date

ATTEST:

Terry Cordova, Village Clerk

Date



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

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
 Vendor No. 48993
 Control No. L400506

**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%	\$17,668.00
------------------------------------	--------------------

**Plan design, construction management, construction, reconstruction,
 pavement rehab, drainage improvements and miscellaneous construction to
 various village streets**

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.

9. New Mexico Tort Claims Act.

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.*

10. Contractors Insurance Requirements.

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.

14. Equal Opportunity Compliance.

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 to 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.

The remainder of this page is intentionally left blank.

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

SIGN HERE

SIGN H

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

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: June ²³ 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 Directors 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)

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

Approval:  Disapproval: _____ other: _____

Manager's Comments:



Signature: 

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 \$23,557.00.00 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 utmost 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.

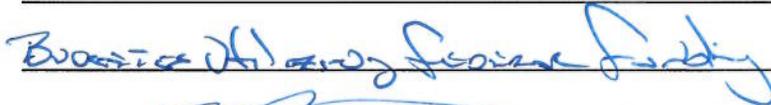
1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: Yes: N/A

Funding Source: New Mexico Department of Transportation Federal Highway Funds

Finance Department Comments and Review:



 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: 

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