

VILLAGE OF ANGEL FIRE
Angel Fire NM 87710
(575) 377-3232
PUBLIC NOTICE
Council Meeting
Tuesday, July 14th , 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 May 26th 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 Authorizing the Issuance and Sale of Village of Angel Fire Go Bond Series 2020 (2nd Reading) (Public Hearing)**
- B. **Discussion /Approval of an Ordinance Amending Section Eleven ,Chapter Three of Title Four of the Village Code (Supplemental 1st Reading) (Public Hearing)**

New Business:

- A. **Discussion/ Approval of Resolution 2020-22 a Resolution Authorizing the Drilling of a Well With-in the Service Area on Lot 9, Tierra Del Cielo Subdivision**
- B. **Discussion/ Approval of Resolution 2020-23 a Resolution Granting a Temporary Down Lit Signs for Attached Signage at the Elkhorn Lodge**
- C. **Discussion/ Approval of Resolution 2020-24 a Resolution Granting a Rear Setback of Twelve (12) Feet on Tract E of Country Club 1 and 2 Re-amended and a Variance from the Minimum lot size of 21,000 Square Feet for Tracts E1 and E2**
- D. **Discussion /Approval of the FY20-21 Agreement for Inmate Confinement Between the County of Colfax and the Village of Angel Fire**
- E. **Discussion / Approval of Resolution 2020-25 a Resolution Authorizing the Assignment of Authorized Officer and Agent**

Terry Cordova, Village Clerk
Post: 07/09/2020

Jo Mixon, Mayor

THE PUBLIC IS INVITED TO ATTEND
Subject to Change Until Friday July 10th 2020 at 5:30pm
Next Council Meeting July 28th , 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 7-14-2020 on Jul 14, 2020 5:30 PM MDT at:

<https://attendee.gotowebinar.com/register/1485059086535200272>

After registering, you will receive a confirmation email containing information about joining the webinar.

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VILLAGE OF ANGEL FIRE
Regular Council Meeting Minutes
Tuesday June 23rd , 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 5:33pm

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

Councilor Billingsley made the motion to approve the agenda. Councilor Trom seconded. Motion carried 4-0

Approval of Consent Agenda

1. Approval of the June 9th Regular Council Meeting Minutes

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

Request and Responses from the Audience (Limited to 3 minutes)

Ron Glazer

Announcements and Proclamations -None

Reports

1. Governing Body Report-None

Manager's Report

Manager Mitchell reported that the TAP project along 434 has started. The construction work may cause delays and impact business entrances during the upcoming weeks. (see attached) He also reported that the interim budget has been approved.

2. Staff Report

John Murtagh, Fire Chief gave an update on the fire department. (see attached)

Committee Report-None

Old Business:

A. Discussion /Approval of an Ordinance Amending Section Eleven ,Chapter Three of Title Four of the Village Code (2nd Reading) (Public Hearing)

Councilor Billingsley made the motion to postpone the 2nd reading of the ordinance and called on Manager Mitchell to explain the reason for the postponement. Councilor Peterson seconded. Manager Mitchell explained that after meeting with several contractors it was apparent there needed to be some changes. Item O of the ordinance needed some changes to it as well and would give us time to hire an additional CDL driver for the program. With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon –aye, Councilor Billingsley –aye, Councilor Trom –aye, Councilor Peterson-aye

New Business:

A. Discussion/ Approval of Resolution 2020-20 a Resolution Authorizing Execution of the NMDOT FY21 Cooperative Agreement L400506

Mayor Pro-tem Lanon made the motion to resolution 2020-20 a resolution authorizing, execution of the NMDOT FY 21 Cooperative agreement L400506. Councilor Peterson seconded. Sandy Garcia, Grants explained that the Village of Angel Fire has been awarded the Municipal Cooperative Agreement for FY2021 in the amount of \$23,557. NMDOT share is \$17,668 with a local match of \$5,889. Motion carried 4-0 with Mayor Pro-tem Lanon –aye, Councilor Billingsley –aye, Councilor Trom-aye, Councilor Peterson –aye.

1 **B. Discussion/Approval of Resolution 2020-21 a Resolution Approving Participation in the**
2 **Local Government Road Fund Program and Requesting a Match Waiver**

3 Mayor Pro-tem Lanon made the motion to approve resolution 2020-21 a resolution approving the
4 participation in the Local Government Road Fund and requesting a match waiver. Councilor
5 Peterson seconded. Sandy Garcia, Grants explained that the Village would like to apply for the
6 Hardship Waiver Program with NMDOT for cooperative agreement CN L400506 on the amount
7 of \$5,889. If awarded the Village will be able to use the budgeted matching funds for other
8 roadway needs. Motion carried 4-0 with Mayor Pro –tem Lanon-aye, Councilor Billingsley-aye,
9 Councilor Trom –aye, Councilor Peterson –aye.

10 **C. Discussion / Approval of a Contract Amendment #2 with Lawrence Ortega and Associates**
11 **for the TAP Sidewalk Project**

12 Mayor Pro-tem Lanon made the motion to contract amendment #2 with Lawrence Ortega and
13 Associates for the TAP sidewalk project. Councilor Trom seconded. Sandy Garcia, Grants
14 explained that Lawrence Ortega was contracted as our engineer for the TAP sidewalk project a
15 federally funded project. The original contract dated 3/5/2019 was in the amount of \$29,250.00 for
16 plan and design work .Amendment #1 dated 7/30/2019 in the amount of \$3,575.00 was for bid
17 letting and issuance of notice to proceed . Amendment #2 is to provide professional services for
18 construction engineering to include construction observation in an amount not to exceed
19 \$25,000.00 plus reimbursables and NMGRF. Councilor Trom asked what the total funds received
20 was. Sandy stated that the amount was \$617,000 and the contract amount was \$539,000 so there
21 was some wiggle room. Mayor Pro-tem Lanon asked if there would any overruns. Sandy stated
22 that she did not really know at this time. Manager Mitchell added that there could be some with
23 the concrete .Councilor Trom asked if there were funds left over what those funds could be used
24 for. Sandy stated that they could be used for this project. With no further discussion, the motion
25 carried 4-0.
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28 Mayor Mixon adjourned the meeting at 6:16pm

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30 **Passed, Approved and Adopted on this 14th day in July, 2020**

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34 _____
35 **Jo Mixon, Mayor**

36 **ATTEST:**

37 _____
38 **Terry Cordova, Village Clerk**
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ABRAHAM'S CONSTRUCTION, INC.

EQUAL OPPORTUNITY EMPLOYER

June 22, 2020

Village of Angel Fire
PO Box 610
Angel Fire, NM 87710

Project: NM 434 Sidewalks and C/G Project (CN 4101570)
Contractor: Abraham's Construction, Inc. (505) 830-3820
Emergency On-Site Contact: Hector Ramos (505) 506-9245

Dear Business Owners and Public,

We write to you today to inform you that Abraham's Construction, Inc. (ACI) has started work along NM 434. The construction work may cause delays and impact business entrances during the upcoming weeks. We will do our best to always try to keep at least one entrance to each business open to the public and try to minimize the time we do close business entrances. The following is our anticipated impacts on business due to drive pad closures which we will keep updating and announcing often.

Business Impacted	Beginning Impact Date(s)
Alpine Lumber	June 23, 2020
Zeb's Restaurant & Bar	June 23, 2020
True Value	June 23, 2020
Canyon City Landscaping	June 23, 2020
Summit Home Care & Property Services	June 23, 2020
Family Dollar	June 23, 2020

As with any construction project, we greatly appreciate your patience and cooperation. Our crews are working hard to get this project going and completed within our scheduled time. We do ask the businesses and public to please respect the barricades and traffic control plan as well as the new speed limit. For safety reasons, please keep children off and away from the construction equipment and open trenches.

Please note that ACI is under contract with the Village of Angel Fire and can not perform any private work regarding this project. If you have any questions or concerns, please feel free to contact our main office at (505) 830-3820 or via email at cindy@abrahamsconstruction.com.

We too are looking forward to the completion of this project!

Respectfully,

Cynthia Jaquez
Project Coordinator



June 23, 2020

Village of Angel Fire Council Meeting, AFFD Staff Report

-184 calls YTD in 2020.

-28 calls for service in May

<u>EMS</u>		<u>Fire</u>	
Sick Call	2	Gas Leak	0
Traumatic Injury	2	Carbon Monoxide	1
Vehicle/Bike Accidents	1	Smoke Check	2
Fall	3	Fire Alarm	6
Chest Pain		Structure Fire	1
Abdominal Pain	2	Brush Fire	4
Unconscious	3	Plane Crash	0
Seizure			
Suicidal			
Respiratory			
Alcohol/Drug Related			
Allergic reaction			
Public Assist	1		

Public Relations Events

No PR events due to Covid-19

Training

Regular Wednesday FD Training has been postponed due to Covid-19, but personnel are reviewing training videos thru our online training program.

General Information/Updates

- AFFD is working with all State, County, and Regional partners on Covid-19. Tracking Covid-19 updates daily, tracking positive cases in the area, working with MV Health Clinic. The BLM grant committee denied our grant application for the CWPP update, will search for another grant. Our supply of PPE is good. Slash pile burning has begun and our wildland team is now available for deployment. Fire Inspections have resumed.

John Murtagh
Chief of Fire/EMS
jmurtagh@angelfirenm.gov

575-377-3347 (Station)
575-377-6098 (Fax)

VILLAGE OF ANGEL FIRE, NEW MEXICO

ORDINANCE NO. 2020-01

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF VILLAGE OF ANGEL FIRE, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$2,000,000 FOR THE PURPOSES OF (1) DESIGNING, ENGINEERING, CONSTRUCTING AND OTHERWISE IMPROVING ROADS AND RELATED IMPROVEMENTS WITHIN THE VILLAGE, INCLUDING PURCHASING CAPITAL EQUIPMENT FOR SUCH PROJECTS AND (2) DESIGNING, ENGINEERING, CONSTRUCTING AND OTHERWISE IMPROVING THE VILLAGE'S WATER AND WASTEWATER SYSTEM, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE NEW MEXICO FINANCE AUTHORITY PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, at a special general obligation bond election duly called and held for the Village on the 5th day of November, 2019, the electors of the Village authorized the Village Council to contract bonded indebtedness on behalf of the Village and upon the credit thereof by issuing general obligation bonds of the Village to secure funds for the following purposes in the following amounts (the "Project"):

<u>Purpose:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Designing, engineering, constructing and otherwise improving roads and related improvements within the Village, including purchasing capital equipment for such projects.	\$4,000,000	\$-0-	\$1,000,000
Designing, engineering, constructing and otherwise improving the Village's water and wastewater system.	\$4,000,000	\$-0-	\$1,000,000

WHEREAS, the Village Council has determined, and does hereby determine, that it is necessary and in the best interest of the Village and the inhabitants thereof that a portion of the general obligation bonds authorized at the election (the "Bonds") be issued at this time; and

WHEREAS, the Village Council has received an offer to purchase the Bonds from the New Mexico Finance Authority (the "Finance Authority") pursuant to a Bond Purchase Agreement, a form of which has been presented to the Village Council with this Ordinance; and

WHEREAS, the Village Council has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Village Council and the officers of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ANGEL FIRE:

Section 1. All actions heretofore taken by the Village Council and the officers and employees of the Village directed toward the issuance and sale of the Bonds to secure funds for the Project be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$2,000,000 to the Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor of the Village is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2. The Council hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available for the Project from all sources other than the issuance of general obligation bonds are not sufficient to defray the cost of the Project.

B. The full faith and credit of the Village may lawfully be pledged to secure the payment and redemption of the Bonds.

C. The issuance of the Bonds pursuant to the Act, to provide funds for the financing of the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the Village.

D. The net effective interest rate on the Bonds is less than 10% per annum, the maximum rate permitted by State law.

E. The Bonds shall be sold for par.

F. The Project is needed to meet the needs of the Village and its residents.

Section 3.

A. This Bond Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Council. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Village, it is hereby declared necessary that the Village issue its negotiable, fully registered, general obligation bonds to be designated "Village of Angel Fire, New Mexico General Obligation Bonds, Series 2020," in an aggregate principal amount of \$2,000,000. The issuance, sale and delivery of the Bonds are hereby authorized. The Bonds shall be sold pursuant to the Bond Purchase Agreement. The Bonds shall mature and bear interest as follows:

<u>Amounts</u> <u>Maturing</u>	<u>Years Maturing</u> <u>(August 1)</u>	<u>Interest Rate</u> <u>(Per Annum)</u>
\$150,000	2021	0.410%
250,000	2022	0.460%
160,000	2023	0.480%
160,000	2024	0.530%
160,000	2025	0.610%
160,000	2026	0.780%
160,000	2027	0.920%
160,000	2028	1.030%
160,000	2029	1.110%
160,000	2030	1.190%
160,000	2031	1.420%
160,000	2032	1.700%

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above, payable to the registered owner thereof, or registered assigns, on August 1, 2021, and semiannually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year.

C. The Bonds maturing on and after August 1, 2031 shall be subject to redemption prior to maturity at the Village's option in one or more units of principal of \$5,000 on and after August 28, 2030, in whole or in part at any time, in such order of maturities as the Village may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner

considered appropriate and fair) at a redemption price equal to the principal amount of the Bonds or portions thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the Village's Finance Director (or successor in function) as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The Village shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or

numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 4. The Bonds shall constitute the general obligation debt of the Village, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the Village shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 5. The Bonds shall bear the facsimile or manual signature of the Mayor of the Village and shall be attested by the facsimile or manual signature of the Village Clerk and shall bear the facsimile or original seal of the Village. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the Village, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and Village Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and Village Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and Village Clerk, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly

executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the Village as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like

aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the Village are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the Village.

G. The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the depository, registered in the name of the depository or its nominee. Principal, premium, if any, and interest will be paid to the depository or its nominee as the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The Village will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the depository, Participants or Indirect Participants.

If (i) the Bonds are not eligible for the services of the depository, (ii) the depository determines to discontinue providing its services with respect to the Bonds or (iii) the Village determines that a continuation of the system of book-entry transfers through the depository ceases to be beneficial to the Village or the Beneficial Owners, the Village will either identify another depository or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners

or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the Village shall mail an appropriate notice to the depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Authorized Officers of the Village are authorized to sign agreements with the depository relating to the matters set forth in this Section.

Notwithstanding any other provision of this ordinance, so long as all of the Bonds are registered in the name of the depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Registrar/Paying Agent or the Village to the depository as provided in this ordinance and by the depository to its Participants or Indirect Participants and to the Beneficial Owners of the Bonds.

Section 7. The Village may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000, or the Village's Mayor, Manager, Finance Director, Clerk or other officer or employee of the Village as designated by the Village Council from time to time.

Section 8. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
VILLAGE OF ANGEL FIRE
COLFAX COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2020

Registered Owner: NEW MEXICO FINANCE AUTHORITY

Principal Amount:

Interest Rate	Maturity Date	Series Date
_____ % per annum	August 1, 20__	_____, 2020

The Village Council of the Village of Angel Fire (the "Village Council"), on the faith, credit and behalf of the Village of Angel Fire, Colfax County, New Mexico (the "Village"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on August 1, 20__, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the Village Finance Director (or successor in function) as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by such Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$2,000,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the Village of Angel Fire, Colfax County, New Mexico, for the purposes of providing funds for (1) designing, engineering, constructing and otherwise improving roads and related improvements within the Village, including purchasing capital equipment for such projects, (2) designing, engineering, constructing and otherwise improving the Village's water and wastewater system and (3) paying costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9, NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22, NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Village Council duly adopted and made a law of the Village prior to the issuance of this bond (the "Bond Ordinance").

The Bonds maturing on and after August 1, 20___ are callable on and after _____, or on any date thereafter, in whole or in part, at the option of the Village at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The Village shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the Village for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the Village is hereby irrevocably

pledged. The Village Council has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the Village in the issuance of this bond; that the total indebtedness of the Village, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Village Council of the Village of Angel Fire, in Colfax County, New Mexico, constituting the governing board of the Village, has caused the seal of the Village to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor of the Village and subscribed and attested with the facsimile or manual signature of the Village Clerk, all as of the Series Date.

VILLAGE OF ANGEL FIRE,
NEW MEXICO

By _____
Mayor

(SEAL)

ATTEST

By _____
Village Clerk

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and
Registration: _____

_____ ,
as Registrar/Paying Agent

By: _____
Authorized Officer

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 10. When the Bonds have been duly executed and authenticated, they shall be delivered to the Finance Authority. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for the Bonds, but the purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the Village, or any of its officers, of any of the funds derived from the sale thereof.

Section 11. In order to pay the principal of and interest on the Bonds as they become due and, at the option of the Village, to reimburse the general fund or other funds for the payment of principal of or interest on the Bonds for which property taxes were not available, there shall be an annual assessment and levy upon all of the taxable property of the Village subject to taxation which provides an amount sufficient to pay the principal of and the interest on the Bonds as they become due and payable. However, the Village

may, at its option, apply any other funds lawfully available for the purpose to the payment of principal or interest on the Bonds as they become due, and the levies required by this Section may be reduced to the extent other revenues are or will be available and used for payment of the Bonds. To the extent property taxes are not available for that purpose, the principal of and interest accruing on the Bonds shall be paid from the Village's general fund or from any other fund lawfully available for that purpose. The taxes shall be assessed, levied and collected annually at the time and in the manner as other Village taxes are assessed, levied and collected. Annually, the Village Council shall take all reasonable action to insure the levy and collection of taxes by the governmental authority charged with legal responsibility to levy and collect taxes in amounts sufficient at the time to pay the principal of and interest on the Bonds. The money produced by the levy of taxes provided in this Section to pay the principal of and interest on the Bonds is appropriated for that purpose and that amount shall be included in the annual budget adopted and passed by the Village Council each year. The taxes collected shall be maintained in an interest and sinking fund, which is hereby created, and kept for and applied only to the payment of the principal of and interest on the Bonds when due and as otherwise required or permitted by law.

Section 12. The Mayor, Village Clerk and other officers of the Village be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the purchaser of the Bonds relating to the signing of the Bonds, the tenure and identity of Village officials, the receipt of the purchase price of the Bonds from the purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 13. The Village covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Village Clerk and any other officer of the Village having responsibility for the issuance of the Bonds shall give an appropriate certificate of the Village, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Village regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The Village covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required,

on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and Village Clerk and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 14. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the Village with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the Village, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Village for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 15. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Village Council and the Village hereby covenant to the purchasers and the holders of the Bonds from time to time that the Village will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section

148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 16. After any of the Bonds have been issued, this ordinance shall constitute a contract between the Village and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 17. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 18. The following notice shall be published one time in a newspaper having general circulation in the Village as soon as is practicable following the adoption hereof and this ordinance shall be effective five days after such publication as provided by law.

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Village Council of the Village of Angel Fire, Colfax County, New Mexico, did on the 14th day of July, 2020, adopt an ordinance entitled:

VILLAGE OF ANGEL FIRE, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$2,000,000 FOR THE PURPOSES OF (1) DESIGNING, ENGINEERING, CONSTRUCTING AND OTHERWISE IMPROVING ROADS AND RELATED IMPROVEMENTS WITHIN THE VILLAGE, INCLUDING PURCHASING CAPITAL EQUIPMENT FOR SUCH PROJECTS AND (2) DESIGNING, ENGINEERING, CONSTRUCTING AND OTHERWISE IMPROVING THE VILLAGE'S WATER AND WASTEWATER SYSTEM, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE NEW MEXICO FINANCE AUTHORITY PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The title sets forth a general summary of the subject matter contained in the ordinance.

Complete copies of the ordinance are on file in the Office of the Village Clerk and are available for inspection and/or purchase during regular office hours. This Notice constitutes compliance with Sections 6-14-4 through 6-14-7 NMSA 1978.

[End form of Notice]

Section 19. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

Adopted by the Village Council of the Village of Angel Fire this 14th day of July,
2020.

VILLAGE OF ANGEL FIRE, NEW MEXICO

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

\$2,000,000
VILLAGE OF ANGEL FIRE, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2020
BOND PURCHASE AGREEMENT
July 14, 2020

Village of Angel Fire, New Mexico
Angel Fire, New Mexico

The New Mexico Finance Authority (the "Purchaser") enters into this Bond Purchase Agreement (the "Agreement") with Village of Angel Fire, New Mexico (the "Village") to purchase the Village of Angel Fire, New Mexico General Obligation Bonds, Series 2020, in the aggregate principal amount of \$2,000,000 (the "Bonds"). The Bonds are issued pursuant to Sections 3-30-1 through 3-30-9, Sections 6-15-1 through 6-15-22, NMSA 1978, as amended (collectively referred to hereafter as, the "Act"), the Ordinance of the Village Council of the Village (the "Council") adopted on July 14, 2020 (the "Authorizing Legislation"), authorizing the sale of the Bonds in the total principal amount of \$2,000,000 (the "Purchase Price"). Capitalized terms in this Agreement (including Exhibits) shall have the same definitions as set forth in the Authorizing Legislation, unless the term is defined herein or the context used clearly requires otherwise.

1. Purchase, Sale and Delivery of the Bonds.

A. On the basis of the representations, warranties, covenants and agreements contained in this Agreement, the Authorizing Legislation and the Bonds, and subject to the terms and conditions set forth herein and therein, the Village agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Village, the Bonds for the Purchase Price as set forth in the form of Delivery, Deposit and Cross-Receipt Certificate attached as Exhibit A to this Agreement. The Bonds shall be in the principal amounts, mature on the dates, bear interest at the rates and have the terms set forth in the Authorizing Legislation.

B. The date of delivery of and payment for the Bonds is referred to in subparagraph C below in this Agreement as the "Closing Date." The Bonds shall be delivered to the Purchaser in typewritten form on the Closing Date upon receipt of the Purchase Price by the Village, and a copy of the Bonds shall be available for examination by the Purchaser prior to the Closing Date.

C. The parties hereto understand and agree that the Closing Date will occur on or about August 28, 2020, or such other mutually agreeable date.

D. Proceeds from the sale of the Bonds in amounts equal to the Purchase Price as set forth in the form of Delivery, Deposit and Cross-Receipt Certificate attached as Exhibit A to this Agreement shall be available to the Village upon receipt of properly executed requisition in substantially the same form attached to this Agreement as Exhibit B-1 directing the Trustee to transfer the proceeds of the Bonds to the Escrow Account, as defined below.

2. Representations, Warranties and Covenants of the Village. By the Village's acceptance of this Agreement, the Village hereby represents and warrants to, and agrees with, the Purchaser as follows:

A. The Village is a political subdivision of the State, duly organized and validly existing under the laws of the State;

B. In connection with the issuance of the Bonds, the Village has complied in all respects with the Constitution of the State and the laws of the State, including the Act;

C. The Village is authorized to issue the Bonds for the purpose of (i) designing, engineering, constructing and otherwise improving roads and related improvements within the Village, including purchasing capital equipment for such projects; (ii) designing, engineering, constructing and otherwise improving the Village's water and wastewater system, and (iii) paying the costs of issuance of the Bonds (collectively, the "Project"). The Village has the power to enter into the transactions contemplated by, and to carry out its obligations under, this Agreement and the Authorizing Legislation. The Mayor has duly executed the Authorizing Legislation, which is valid and enforceable against the Village and which authorizes the execution and delivery of this Agreement and the execution, issuance, sale and delivery of the Bonds. At or prior to Closing, the Village: (i) will have full legal right, power and authority to (A) perform its obligations under and comply with the provisions of the Authorizing Legislation and the Act, (B) issue, execute and deliver, and perform its obligations under the Bonds, and (C) carry out and consummate the transactions contemplated by and perform its obligations under this Agreement, and the documents delivered in connection with the Authorizing Legislation and the Act; and (ii) will have the full legal right, power and authority under the Act to execute and deliver this Agreement and to adopt the Authorizing Legislation;

D. The Authorizing Legislation and this Agreement constitute legal, valid and binding agreements of the Village, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights. The Bonds, when issued, delivered and paid for, in accordance with the Authorizing Legislation and this Agreement, will constitute legal, valid and binding general obligations of the Village entitled to the benefits of the Authorizing Legislation and will be enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Authorizing Legislation will provide the legally valid and binding pledge of certain taxes it purports to create as set forth in the Authorizing Legislation;

E. The proceeds of the Bonds will be deposited in the Capital Projects Escrow Account (the "Escrow Account") created pursuant to the Capital Projects Escrow Agreement Regarding Proceeds of Sale and Delivery of Village of Angel Fire, New Mexico General Obligation Bonds, Series 2020 (the "Escrow Agreement") held by the Trustee, as Escrow Agent, and shall be used by the Village only for (i) payment of costs of the Project, (ii) to pay debt service on the Bonds and (iii) for payment of the Village's costs of issuance of the Bonds. The distribution and use of the Bond proceeds will be in compliance with the provisions of the Authorizing Legislation. Money on deposit in the Escrow Account held by the Escrow Agent may be invested

by the Escrow Agent as permitted by applicable State law. Any earnings on the Escrow Account shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein;

F. Moneys deposited to the Escrow Account, being the Purchase Price of the Bonds, will be made available to the Village upon submittal of Requisitions to the Finance Authority and the Escrow Agent in the form attached as Exhibit B-2 to this Agreement;

G. The proceeds of the Bonds will be expended within three (3) years of the Closing Date, unless a longer term is approved by Bond Counsel (as defined below) in writing. Upon completion of the Project, the Village agrees to deliver a Certificate of Completion to the Purchaser and the Trustee (as defined below) substantially in the form attached as Exhibit C to this Agreement stating that, to the best of his or her knowledge, the Project has been completed by the Village, and all costs have been paid;

H. There is no litigation or proceeding pending or, to the knowledge of the undersigned, after due inquiry, threatened, in any way affecting the existence of the Village, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Authorizing Legislation or this Agreement, or contesting the powers of the Village or its authority with respect to the Bonds, the Authorizing Legislation or this Agreement;

I. The issuance, sale and delivery of the Bonds, the execution and delivery of this Agreement and compliance with the obligations on the part of the Village contained in this Agreement and in the Bonds do not materially conflict with or constitute a material breach or material default under any administrative regulation, judgment, decree, loan agreement, indenture, note, bond, resolution, agreement or other instrument to which the Village is a party or to which the Village, or any of its properties or other assets, is otherwise subject;

J. Statements contained in any certificate of the Village provided to the Purchaser pursuant to this Agreement or in connection with the delivery of the Bonds and delivered to the Purchaser shall be deemed representations and warranties by the Village to the Purchaser;

K. The Village is not in default, and has not been in default, in the payment of principal of, premium, if any, or interest on, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, or interest;

L. Since May 22, 2020, the Village has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position of the Village, whether or not arising from transactions in the ordinary course of business;

M. At or prior to the Closing Date, except as may be required under the securities laws of the State, all approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to any of the actions to be taken by the Village with respect to the Bonds prior to the Closing Date will have been obtained and will be in full force and effect;

N. Upon issuance of the Bonds, the Village shall file with the New Mexico Department of Finance and Administration a copy of the Authorizing Legislation, the agreement, if any, with the Paying Agent/Registrar and the name, address, telephone number of the Paying Agent/Registrar; and

O. The Village agrees to provide continuing disclosure to the Purchaser, as the Purchaser may reasonably require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize debt service on the Bonds by issuance of bonds by the Purchaser pursuant to the Indenture, as defined below, and notification of any event reasonably deemed material by the Purchaser.

P. The Village agrees that neither this Agreement nor the Bonds will be amended without the prior written consent of the Purchaser, and, if the Bonds have been pledged under the Indenture (as defined below), without the prior written consent of the Trustee (as defined below) pursuant to the Indenture.

3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants, and agrees with the Village, as follows:

A. The Purchaser represents and warrants that it is authorized to purchase the Bonds.

B. In connection with the purchase of the Bonds, the Purchaser acknowledges that no offering document or prospectus has been prepared with respect to the sale of the Bonds to the Purchaser, and that the Purchaser is buying the Bonds in a private placement by the Village to the Purchaser. The Purchaser has reviewed such information as it deems relevant in making its decision to purchase the Bonds.

C. The Purchaser acknowledges that the Bonds will not be listed on any securities exchanges and that no trading market now exists in the Bonds, and none may exist in the future.

D. The Purchaser is purchasing the Bonds for its own account (and not on behalf of another) and has no present intention of reselling the Bonds; however, the Purchaser reserves the right to sell, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Bonds at some future date determined by the Purchaser, but only to persons who have been provided sufficient information with which to make an informed decision to invest in the Bonds and in compliance with the Securities Act of 1933, as amended, and as then in effect, the regulations promulgated thereunder and applicable state securities laws and regulations.

E. The Purchaser intends to reimburse the Public Project Revolving Fund (as defined in the New Mexico Finance Authority Act, NMSA 1978, Section 6-21-1 *et seq.*) for the amount of the Bonds from the proceeds of tax-exempt bonds which the Purchaser expects to issue within eighteen (18) months of the Closing Date.

4. Redemption. The Bonds maturing on and after August 1, 2031 are subject to redemption at the option of the Village prior to their scheduled maturity, in whole or in part on or

after August 28, 2030, without premium, with funds derived from any available and lawful source, and the Village shall designate the amount that is to be redeemed, and if less than a whole maturity is to be redeemed, the Village shall direct the paying agent/registrar of the Bonds to call by lot Bonds, or portions thereof within such maturity, for redemption (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price of par, plus accrued interest to the date fixed for prepayment or redemption.

5. Conditions of Closing. The Village's obligation to sell and the Purchaser's obligations under this Agreement to purchase and pay for the Bonds shall be subject to the following conditions:

A. The Village shall have performed its obligations and agreements to be performed under the Authorizing Legislation and this Agreement at or before the Closing Date, and the representations and warranties of the Village contained in this Agreement shall be accurate as of the date of this Agreement and as of the Closing Date.

B. This Agreement shall have been duly authorized and executed by the Village and the Purchaser and shall be in full force and effect.

C. As determined by the Purchaser in its sole discretion, reasonably exercised, there shall not have been any material adverse change since the date of this Agreement relating to the Village, or its operations, or any material adverse change in the law affecting the validity or tax-exempt status of the Bonds.

D. On the Closing Date, the Purchaser shall receive the following, each in a form satisfactory to the Purchaser:

(1) Written opinion of Modrall, Sperling, Roehl, Harris & Sisk P.C. ("Bond Counsel") dated the Closing Date approving the legality and enforceability of the Bonds and regarding the tax-exempt status of the Bonds, addressed and delivered to the Purchaser;

(2) A written opinion of Sutin, Thayer & Browne A Professional Corporation ("Purchaser's Counsel") that the Bonds may be pledged by the Purchaser as a loan or as securities pursuant to the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Purchaser and BOKF, NA (the "Trustee"), as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as amended and supplemented, by and between the Purchaser and the Trustee (collectively, the "Indenture"), as determined by the Purchaser pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture);

(3) A certificate, dated the Closing Date, of an authorized officer of the Village to the effect that each of the representations and warranties of the Village set forth in this Agreement is true, accurate and complete as of the Closing Date;

(4) A General Certificate dated the Closing Date of an authorized officer of the Village;

(5) A No-Litigation Certificate dated the Closing Date of an authorized officer of the Village;

(6) An executed IRS Form 8038-G Tax Exempt Governmental Obligations Return;

(7) A specimen Bond;

(8) An executed Tax Certificate of the Village with respect to the Bonds;

(9) An executed Escrow Agreement;

(10) A Delivery, Deposit and Cross-Receipt Certificate, in substantially the form attached to this Agreement as Exhibit A or otherwise satisfactory to the Purchaser, providing for the deposit of the Purchase Price as provided in the Authorizing Legislation; and

(11) Such additional certificates, opinions or other documents as Bond Counsel, Purchaser, or Purchaser's Counsel may reasonably require to evidence the satisfaction, as of the Closing Date, of the conditions then to be satisfied in connection with the transactions contemplated by the Authorizing Legislation and this Agreement.

E. All matters relating to this Agreement, the Bonds, the sale of the Bonds to the Purchaser, the Authorizing Legislation and the consummation of the transactions contemplated by this Agreement and the Authorizing Legislation shall be mutually satisfactory to and approved by the Village and the Purchaser.

F. No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or Council, shall have been issued or commenced with the purpose or effect of prohibiting the issuance or sale of the Bonds.

If the Village is unable to satisfy the conditions to the obligations of the Purchaser contained in this Agreement, or if the obligations of the Purchaser are terminated for any reason permitted by this Agreement, this Agreement shall be terminated and neither the Purchaser nor the Village shall have any further obligations under this Agreement. Payment by the Purchaser to the Village of the Purchase Price shall be conclusive evidence that all of the conditions set forth in this section have been satisfied or waived by the Purchaser.

6. The Purchaser's Right to Cancel. The Purchaser shall have the right in its sole discretion, reasonably exercised, to cancel its obligations under this Agreement to purchase the Bonds by notifying the Village in writing of its election to do so between the date hereof and the Closing Date, if any of the following events occur prior to the Closing:

A. Legislation not yet introduced in the U.S. Congress shall be enacted or actively considered for enactment by the U.S. Congress, or recommended by the President of the United States of America to the U.S. Congress for passage, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been

referred for consideration; a decision by a court of the United States of America or the United States Tax Court shall be rendered; or a ruling, regulation (proposed, temporary or final) or an official statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other agency or department of the United States of America shall be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon interest on the Bonds;

B. Any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated herewith or contemplated by the Authorizing Legislation and this Agreement and, in the judgment of the Purchaser, reasonably exercised, materially adversely affects the purchase of the Bonds by the Purchaser;

C. Legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States of America shall be rendered, or a ruling or regulation by the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (1) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and then in effect, or (2) the Authorizing Legislation is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and then in effect;

D. A stop order, ruling or regulation by the SEC shall be issued or made, the effect of which is that the sale of the Bonds, as contemplated herein, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect;

E. There shall exist any fact or there shall occur any event which, in the reasonable judgment of the Purchaser, either (1) makes untrue or incorrect in any material respect any statement or information provided by the Village to the Purchaser in connection with the sale of the Bonds by the Village to the Purchaser or (2) is not reflected in statements or information provided by the Village to the Purchaser in connection with the sale of the Bonds by the Village to the Purchaser but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

F. There shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Purchaser, reasonably exercised, impractical or inadvisable to proceed with the purchase of the Bonds;

G. Trading in the Village's outstanding securities shall have been suspended by the SEC or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange;

H. A banking moratorium shall have been declared either by Federal, New York or State authorities; or

I. Any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, this Agreement, the Authorizing Legislation, the existence or powers of the Village, or any of the transactions described herein.

7. Representations and Agreements to Survive Delivery. All representations, warranties, covenants and agreements of the Village and the Purchaser set forth in this Agreement and any other document relating to the issuance of the Bonds shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Village or the Purchaser, and shall survive the delivery of the Bonds to the Purchaser.

8. Payment of Expenses. The Purchaser shall pay the fees, expenses and costs incurred by it, its counsel and its financial advisor relating to the preparation, issuance, delivery and sale of the Bonds. All other fees, expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Village.

9. Parties in Interest. This Agreement is solely for the benefit of the Purchaser and the Village and their respective successors and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement.

10. Applicable Law; Nonassignability. This Agreement shall be construed in accordance with the laws of the State of New Mexico. This Agreement may not be assigned by the Village or the Purchaser.

11. Notice. Any notice or other communication to be given to the Purchaser under this Agreement may be given by mailing or delivering the same in writing to the New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and any notice or other communication to be given to the Village under this Agreement may be given by delivering the same in writing to Village of Angel Fire, P. O. Box 610, Angel Fire, New Mexico 87710, Attention: Administrator.

12. Entire Agreement. This Agreement, when accepted by the Village in writing as heretofore specified, shall constitute the entire agreement among the Village and the Purchaser and is made solely for the benefit of the Purchaser and the Village, and no other person shall acquire or have any right hereunder or by virtue hereof.

13. Amendments; Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Agreement may not be effectively amended, changed, modified or altered without the written consent of all the parties hereto, and, if the Bonds have been pledged under the Indenture, without the prior written consent of the Trustee pursuant to the Indenture.

[Remainder of page intentionally left blank]

Please sign and return a duplicate original of this Agreement to the Purchaser. Upon your signing and delivering this Agreement, it will constitute a binding agreement.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

Accepted and confirmed
as of July 14, 2020:

VILLAGE OF ANGEL FIRE, NEW
MEXICO

By: _____
Mayor

EXHIBIT A

FORM OF DELIVERY, DEPOSIT AND CROSS-RECEIPT CERTIFICATE
\$2,000,000
VILLAGE OF ANGEL FIRE, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2020

STATE OF NEW MEXICO)
) ss: DELIVERY, DEPOSIT AND
COLFAX COUNTY) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor of the Village of Angel Fire, New Mexico (the "Village"):

1. On the date of this Certificate, the Village executed and delivered, or caused to be delivered, its \$2,000,000 Village of Angel Fire, New Mexico General Obligation Bonds, Series 2020 (the "Bonds") to the New Mexico Finance Authority (the "Finance Authority"), the purchaser of the Bonds, as authorized by the Village's authorizing Ordinance of the Village Council of the Village (the "Council") adopted on July 14, 2020 (the "Authorizing Legislation"), relating to the issuance, sale and delivery of the Bonds. Certain amounts relating to the Bonds in the amount of \$2,000,000, being the full purchase price therefore, are being deposited as set forth below.

2. Such amounts relating to the Bonds will be placed in the funds and accounts created under the Escrow Agreement (as defined in the Bond Purchase Agreement), among the Finance Authority, the Village and BOKF, NA, as Escrow Agent, and its successors and assigns, and all supplemental indentures thereto and used as set forth below and in the Authorizing Legislation:

Escrow Account Deposit (including \$55,000 for cost of issuance):	<u>\$2,000,000.00</u>
TOTAL:	\$2,000,000.00

3. Moneys deposited to the Escrow Account, being the purchase price of the Bonds, will be made available to the Village upon submittal of Requisitions to the Finance Authority and the Escrow Agent in the form attached to the Bond Purchase Agreement as Exhibit B-2 and will be used as set forth in the Authorizing Legislation and the Bond Purchase Agreement.

WITNESS our hands and seal this August 28, 2020.

VILLAGE OF ANGEL FIRE, NEW
MEXICO

By _____
Mayor

(SEAL)

Attest:

By: _____
Village Clerk

It is hereby certified by the undersigned, on behalf of the Finance Authority, the lawful purchaser of the Bonds, that on this day the Finance Authority received from Village of Angel Fire, New Mexico, its General Obligation Bonds, Series 2020, in the aggregate principal amount of \$2,000,000.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

EXHIBIT B-1
FORM OF REQUISITION

REQUISITION
(PAYMENT OF PURCHASE PRICE)

RE: \$2,000,000 Village of Angel Fire, New Mexico, General Obligation Bonds, Series 2020 – New Mexico Finance Authority Purchase Transaction

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

LOAN NO.: PPRF-5273

CLOSING DATE: August 28, 2020

You are hereby authorized to disburse from the Program Account – Village of Angel Fire, New Mexico General Obligation Bonds, Series 2020, with regard to the above-referenced Bond Purchase Transaction, the following:

REQUISITION NUMBER:	1
NAME AND ADDRESS OF PAYEE:	Village of Angel Fire, New Mexico Capital Projects Escrow Account held by BOKF, NA
AMOUNT OF REQUISITION:	\$2,000,000
PURPOSE OF REQUISITION:	To fund Capital Projects Escrow Account for the sole benefit and use of the Village of Angel Fire, New Mexico

The requisition of funds is for the purpose stated above and is a proper charge against the Program Account – Village of Angel Fire, New Mexico.

All representations contained in the Bond Purchase Agreement and the related closing documents remain true and correct and Village of Angel Fire is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, Village of Angel Fire understands its obligation to complete the acquisition of the Project from other legally available funds.

VILLAGE OF ANGEL FIRE, NEW
MEXICO

DATED: _____

By: _____

Print Name and Title

EXHIBIT B-2

FORM OF REQUISITION

**REQUISITION
(PAYMENT FROM CAPITAL PROJECTS ESCROW ACCOUNT)**

RE: \$2,000,000 Village of Angel Fire, New Mexico, General Obligation Bonds, Series 2020 – New Mexico Finance Authority Purchase Transaction

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

LOAN NO.: PPRF-5273

CLOSING DATE: August 28, 2020

You are hereby authorized to disburse from the Capital Projects Escrow Account – Village of Angel Fire, New Mexico General Obligation Bonds, Series 2020, with regard to the above-referenced Bond Purchase Transaction, the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF REQUISITION: \$ _____

PURPOSE OF REQUISITION: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Capital Projects Escrow Account – Village of Angel Fire, New Mexico.

All representations contained in the Bond Purchase Agreement and the related closing documents remain true and correct and the Village of Angel Fire, New Mexico is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the Village of Angel Fire, New Mexico understands its obligation to complete the acquisition of the Project from other legally available funds.

VILLAGE OF ANGEL FIRE, NEW
MEXICO

DATED: _____

By: _____

Print Name and Title

APPROVED FOR DISTRIBUTION:

NEW MEXICO FINANCE AUTHORITY

By: _____

Print Name and Title

DATED: _____

EXHIBIT C

CERTIFICATE OF COMPLETION

RE: \$2,000,000 Village of Angel Fire, New Mexico, General Obligation Bonds, Series 2020 -- New Mexico Finance Authority Purchase Transaction

TO: New Mexico Finance Authority
PPRF@nmfa.net

Susen Ellis
Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-5273

CLOSING DATE: August 28, 2020

In accordance with Section 2.G of the Bond Purchase Agreement, the undersigned states, to the best of his or her knowledge, that the financing of the Project has been completed by the Village, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Bond Purchase Agreement.

DATED: _____

By: _____
Authorized Officer of Village

Title: _____
Print Name and Title

ORDINANCE NO 2020-

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 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 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. Slash pickup of slash resultant from property owners contracting for slash removal, wildfire fuel reduction or other such thinning projects will be set by an annual policy originating with the Superintendent of Solid Waste and approved by the Village Manager. The policy shall be published no later than March 1st of each year. Amendments to the policy shall be published a minimum of 45 days prior to implementation and enforcement.
- P. Contractors transporting slash to the transfer station shall provide proof of contract with the property owner which includes the location/address of work performed.]

PASSED, APPROVED AND ADOPTED this XX Day XXXXX of, 2020

Mayor Jo Mixon

Attest: _____
Terry Cordova, Village Clerk

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 14, 2020

TO: Mayor / Council and Village Manager

FROM: Christine Breault, Planning and Zoning Coordinator

SUBJECT: Request to drill a domestic well

Background/Facts : Audi Alcon and Carmen Ulibarri own a lot in the Tierra Del Cielo Subdivision and intend to build a home. Currently the Village does not have any water lines in the area. They are requesting permission to drill a well.

Alternatives: - Approve the resolution as drafted or amend it as needed.

1) **Financial Impact and Review:**

Financial Impact: None

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

Funding Source: N/A

Finance Department Comments and Review:


Finance Directors Signature

2) **Attached Documents:** Resolution

3) **Staff's Recommended Motion:** Move and second to grant permission for the drilling of a domestic well on lot 9 Tierra Del Cielo subdivision.

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

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

Manager's Comments:

Signature: 

RESOLUTION NO 2020-22

A RESOLUTION AUTHORIZING THE DRILLING OF A WELL WITHIN THE SERVICE AREA OF THE VILLAGE OF ANGEL FIRE ON LOT 9, TIERRA DEL CIELO SUBDIVISION

WHEREAS the property owners of Lot 9, Tierra Del Cielo Subdivision on Baca Way wish to start using the subject lot; and

WHEREAS the Village does not have water available in this location; and

WHEREAS a well is the only option for delivering water to this location.

NOW THEREFORE BE IT RESOLVED by the Angel Fire Village Council to grant the drilling of a well on Lot 9, Tierra Del Cielo Subdivision within the Angel Fire Service Area with the following conditions:

1. Property owner will not protest any future improvement districts affecting this lot.
2. Subsequent to any future water line extension past this lot, property owner will tie to Village water system.
3. At time of connection to the water system, property owner will pay water rights acquisition fee.

PASSED, APPROVED AND ADOPTED THIS 14th day of July 2020.

Mayor Jo Mixon

ATTEST:

Terry Cordova, Village Clerk

TO: Christine Breault, Village of Angel Fire
FROM: Carmen Ulbarri-Alcon and Audey Alcon
DATE: June 29th, 2020
RE: Intent to Drill Well at 15 Baca Way, Angel Fire, NM

Village of Angel Fire:

We, Carmen and Audey Alcon, owners of property located at the 911 address 15 Baca Way, intend on drilling a well in the upcoming weeks (time approximate based on well company), as there is no community water or village water service to the property.

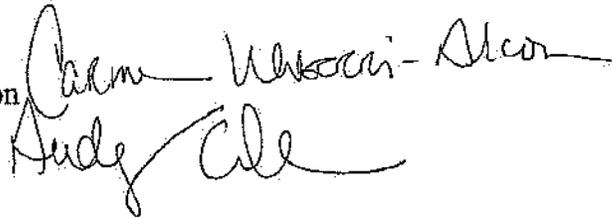
Thank you,

Carmen Ulbarri-Alcon

Audey Alcon

2506 St Hwy 518

Sapello, NM 87745

Handwritten signatures of Carmen Ulbarri-Alcon and Audey Alcon. The signature for Carmen Ulbarri-Alcon is written in cursive and is positioned above the signature for Audey Alcon, which is also in cursive.

299005

WARRANTY DEED

InBank f/k/a International Bank, a New Mexico banking corporation for consideration paid, grants to Audey Alcon and Carmen Ulibarri, husband and wife as joint tenants with rights of survivorship whose address is 2506 State Highway 518, Sapello, NM 87745, the following described real estate in Colfax County, New Mexico:

Lot 9 Tierra Del Cielo Subdivision, as shown in Plat Book 8, page 276, a part of Block 179, a tract of land situated in Moreno Valley Land Third Subdivision as the same is filed in Colfax County Clerk's Office on September 13, 1917, and in Plat Book 2, page 49, records of Colfax County, New Mexico.

SUBJECT TO taxes, reservations in patents, easements, rights of way, leases, covenants and restrictions of record.

WITH WARRANTY COVENANTS.

WITNESS my hand and seal the 28th day of October, 2019

David M. Brown

David M. Brown, Chief Risk Officer of InBank f/k/a International Bank, a New Mexico banking corporation

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 28th day of October, 2019, by David M. Brown, Chief Risk Officer of InBank f/k/a International Bank, a New Mexico banking corporation.

NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064005097
MY COMMISSION EXPIRES:
11/15/2021

My Commission Expires:
11/15/2021
(Seal)

Jay Gray
Notary Public
InBank
24450 E Smoky Hill Rd
Aurora, CO 80016

Recording (Date - Time): 11/5/19 - 04:35:52 PM
COLFAX COUNTY, NM - Rayetta Trujillo - County Clerk
DOC# 201902997
PAGE: 1 of 1

X

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: July 14, 2020
TO: Mayor and Council
FROM: Christine Breault, Planning and Zoning Coordinator
SUBJECT: VAR 02-20, variance for a downlit sign in the Overlay District where a backlit sign is required.

Background/Facts : The new owners of The Elkhorn Lodge, Eddie & Debbie Watson, 3377 Mountain View Boulevard are requesting a variance to replace the rotted signs that had to be removed for safety. This request is temporary until they can design and install new backlit signage.

Planning and zoning sends a positive recommendation.

Alternatives: - Deny the variance

1) **Financial Impact and Review:**

Financial Impact: None

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

Funding Source: N/A

Finance Department Comments and Review:


Finance Directors Signature

2) **Attached Documents:** Application
Resolution

3) **Staff's Recommended Motion:** Motion and Second to approve this resolution granting downlit signage for a two year period when the proper backlit signage would then need to be put in place.

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

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

Manager's Comments:

Signature: 

RESOLUTION NO. 2020-23

A RESOLUTION GRANTING TEMPORARY DOWNLIT SIGNS FOR ATTACHED SIGNAGE AT THE ELKHORN LODGE TO REPLACE THE THE ROTTED SIGNS AT 3377 MOUNTAIN VIEW BOULEVARD

WHEREAS the property was recently purchased by Eddie and Debbie Watson; and

WHEREAS the old signage was found to be rotted and a safety issue; and

WHEREAS the other repairs to the building as well as the pandemic shutdown were impacting their ability to purchase new backlit signs at this time; and

WHEREAS the Planning & Zoning Commission has reviewed this request and sends a positive recommendation to Council.

NOW THEREFORE BE IT RESOLVED by the Angel Fire Village Council that a variance of downlit signage be granted for a two(2) year period when it will be required for it to be replaced with backlit attached signage.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020

Mayor Jo Mixon

ATTEST:

Terry Cordova, Village Clerk

Village of Angel Fire
Variance Application

Owner Name: Dan & Lodge LLC dba Elk Horn Lodge & Ace's Kitch
 Owner Street Address: 3377 Mountain View Blvd
 Owner Mailing Address: P.O. Box 550
 Owner Phone: 832-265-1075

Zoning District: C-1
 Subdivision: _____ Lot#: _____ Block: _____

Requested Variance Details:

Variance Type	Ordinance Requirements	Application Request
Lot Area		
Front Setback		
Rear Setback		
Side Setback		
Floor Area		
Height		
Open Space		
Parking:		
Number of spaces:		
Size of spaces:		
Other: <u>Backlighting</u>	<u>Attached sign back lit</u>	<u>No back lighting / down lighting instead</u>

Reason for Variance Request: [On a separate sheet of paper, type or print the reason (s) for the variance request, and attach it to this application]

CRITERIA FOR VILLAGE COUNCIL DECISION, Section 9.3.5.C.

In considering a Variance application, the Council shall consider any recommendations of the Commission and the Director and determine whether:

1. An exceptional situation exists whereby the strict application of this zoning code would result in practical difficulties or undue hardship to the owner of such property; or
2. Such variance will result in a public benefit to the citizens of the community; and
3. The variance is consistent with the objectives and purposes of this zoning code and the applicable zoning districts of the village.

Fee: \$100.00

To: Village of Angel Fire

Subject: Elk Horn Lodge Sign

We took over ownership of the Lodge in November 2019. Based on inspections performed prior to closing we had a significant list of needed repairs and upgrades to perform. We prioritized efforts and budget on hazardous items such as electrical and fire issues that were out of spec.

One concern was the two 4ft X 8ft signs attached to the building. The wood had rotted and created a concern that they could fall in strong wind or storm.

I mis-interpreted the sign code and assumed it would be a maintenance issue if I replaced the signs with new boards and letters with exactly the same dimensions. After I had built the new signs but prior to installation Debbie checked with Christine Breault which informed we could not change out the signs.

We've drafted a new sign to be constructed out front, but the signs I built are really not what we would use for this future design.

Due to the loss of Revenue associated with the lock down that continues on in New Mexico we will not have the budget funds to construct the new sign out front in 2020. However due to the fall hazard I did remove the existing signs from the building leaving ugly scars on the siding.

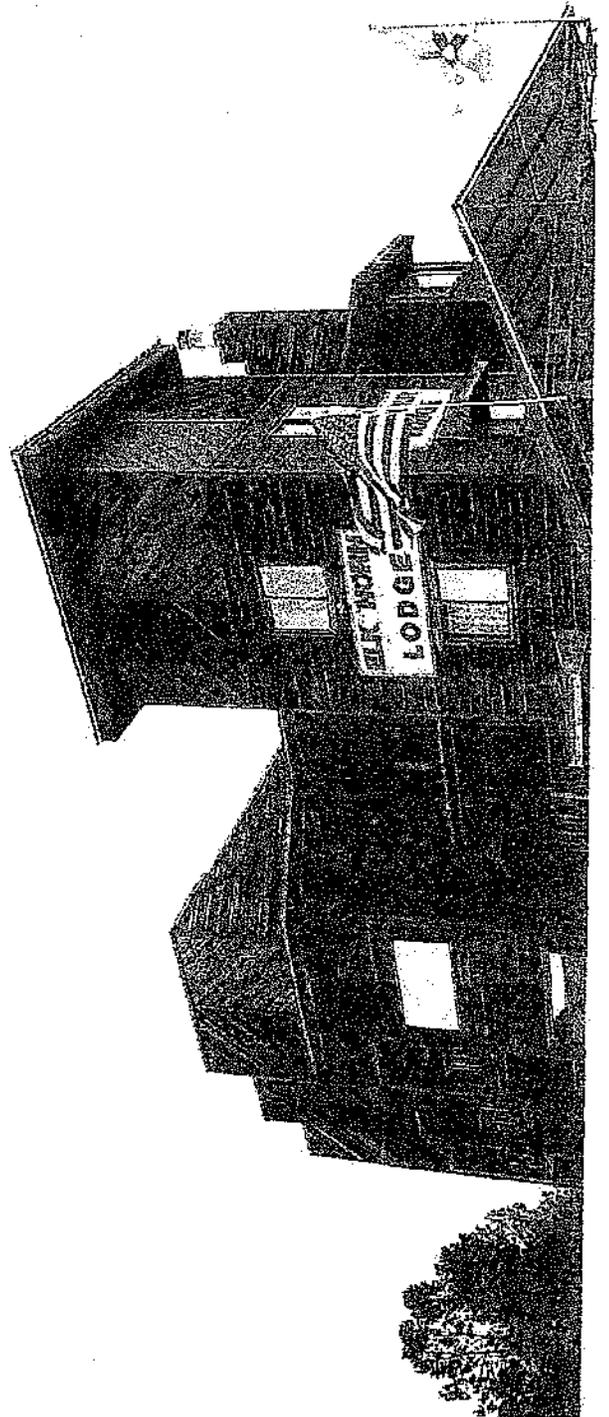
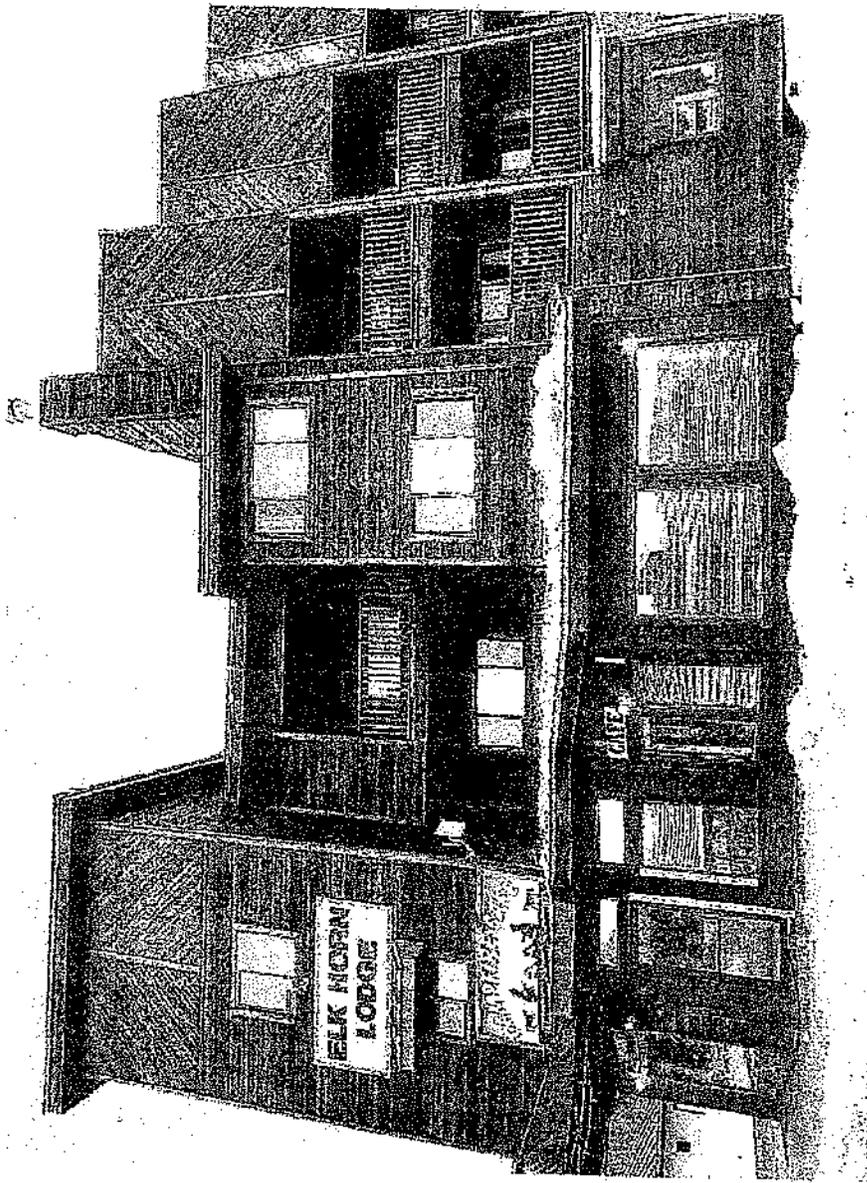
I would like to request an exemption to install the new signs over the area where the old signs were. I think these signs would vastly improve the appearance and allow for us to at least have visible signs until we can afford to install the signs out front.

Sincerely

Eddie Watson

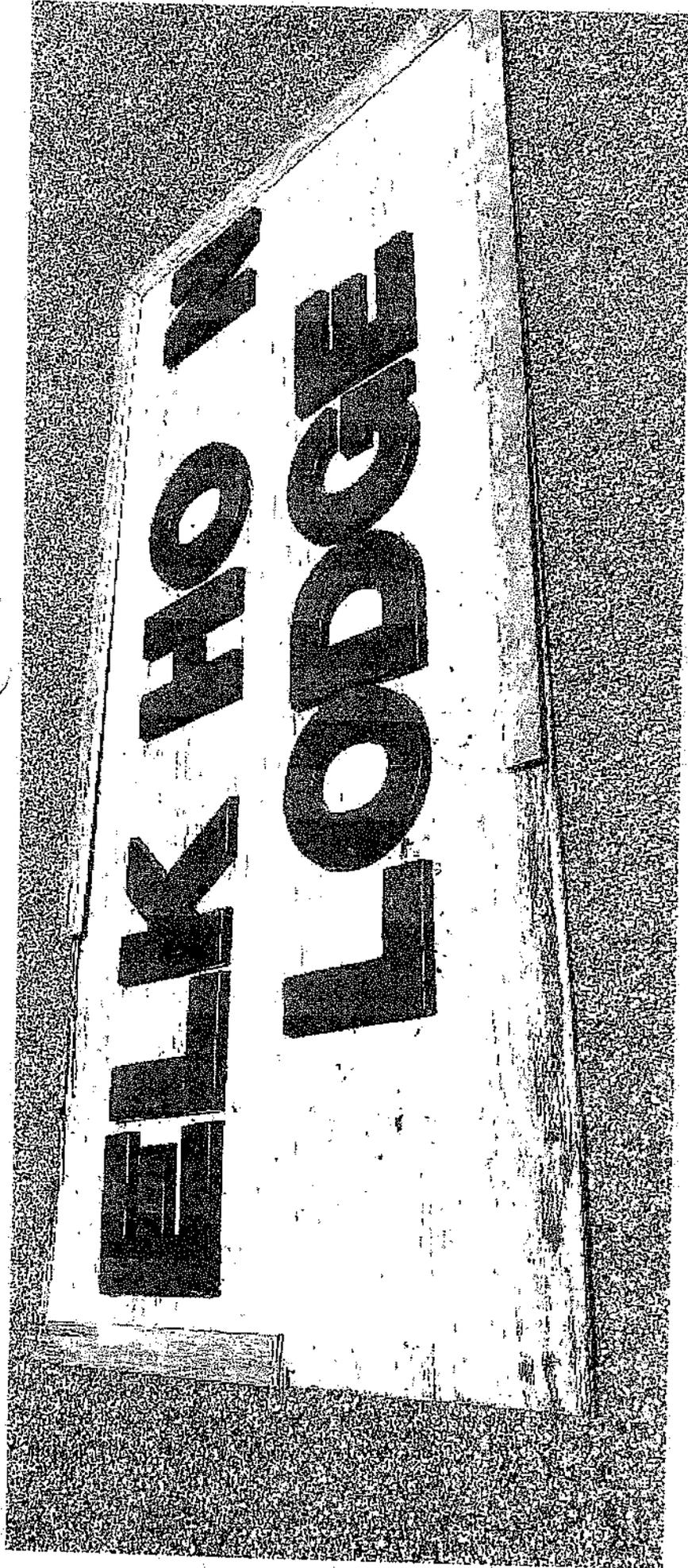
Co-owner Elk Horn Lodge

Previous
signs
on
Building



OLD SIGNS

Size 4x8 (x2)



COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: July 14, 2020
TO: Mayor and Council
FROM: Christine Breault, Planning and Zoning Coordinator
SUBJECT: VAR 03-20, variance for a twelve foot rear setback to an existing structure and a minimum lot size for two lots for the same structure to become duplexes.

Background/Facts : The Angel Fire Hacienda LLC, at 28 Spyglass Hill Road, Country Club 1 and 2 Reamended Tract E, is requesting variances to the existing structure to divide this lot into three separate lots with the structure being separated into two lots with a zero lot line, Planning and zoning sends a positive recommendation.

Alternatives: - Deny the variance

- 1) **Financial Impact and Review:**
Financial Impact: None
Budgeted Item: N/A **no:** N/A
Funding Source: N/A

Finance Department Comments and Review:

Finance Directors Signature

- 2) **Attached Documents:** Application
Resolution
-
-

- 3) **Staff's Recommended Motion:** Motion and Second to approve this resolution granting a variance of 6 feet for the rear setback of existing structure only and for the lot size to be 7600 square feet for tract E1 and 7700 square feet for Tract E2.
-
-

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

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

Manager's Comments:

Signature: *Jerry Cordova for Marissa Mitchell*

RESOLUTION NO. 2020-24

A RESOLUTION GRANTING A REAR SETBACK OF TWELVE FEET FOR AN EXISTING STRUCTURE ON TRACT E OF COUNTRY CLUB 1 AND 2 REAMENDED AND A VARIANCE FROM THE MINIMUM LOT SIZE OF 21,000 SQUARE FEET FOR TRACTS E1 AND E2

WHEREAS the property is currently a single tract that the owners Angel Fire Hacinda LLC would like to subdivide into three parcels; and

WHEREAS the current structure would be divided with a zero lot line as a duplex; and

WHEREAS the location of the structure and the configuration of the Tract do not allow for meeting the lot size minimum to be met; and

WHEREAS the Planning & Zoning Commission has reviewed this request and sends a positive recommendation to Council.

NOW THEREFORE BE IT RESOLVED by the Angel Fire Village Council that a variance of six feet for the rear setback be granted for the existing structure only. Also a variance to the minimum 21,00 square foot lot size requirement for the two new tracts E1 and E2 where the existing structure will be divided into a duplex.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020

Mayor Jo Mixon

ATTEST:

Terry Cordova, Village Clerk

Village of Angel Fire
Variance Application

Owner Name: Angel Fire Hacienda, LLC -Michael Pauly, GP
 Owner Street Address: 25 Spyglass Road, Angel Fire, NM 87710
 Owner Mailing Address: 3104 E. Chase Lane, Bloomington IN 47401
 Owner Phone: 812-929-389

Zoning District: R3 High Density
 Subdivision: CC 1 and 2 Re.Tract E Lot#: 3 Block: _____

Requested Variance Details:

Variance Type	Ordinance Requirements	Application Request
Lot Area	21000sf	Lot size is 7800sf E-1&E-2
Front Setback		N/A
Rear Setback	20 feet	12 feet on E-1
Side Setback		Joining Zero lot line E-1 and E-2
Floor Area		N/A
Height		N/A
Open Space		N/A
Parking:		N/A
Number of spaces:		
Size of spaces:		
Other:		N/A

Reason for Variance Request: [On a separate sheet of paper, type or print the reason (s) for the variance request, and attach it to this application]

CRITERIA FOR VILLAGE COUNCIL DECISION, Section 9.3.5.C.

In considering a Variance application, the Council shall consider any recommendations of the Commission and the Director and determine whether:

- A. An exceptional situation exists whereby the strict application of this Code would result in practical difficulties or undue hardship to the owner of such property; or
- B. Such Variance will result in a public benefit to the citizens of the community; and
- C. The variance is consistent with the objectives and purposes of this Code and the applicable Zoning Districts of the Village.

Authentic: *Michael Pauly*
 6/3/2020 1:12:09 PM MDT

06/03/2020

Fee: \$100.00

To Village of Angel Fire Planning and Zoning Committee and Angel Fire Village Council:

Hacienda Clubs, LLC was developed in 2000 as a fractional ownership property. The existing structure is duplex style. The original ownership consisted of 8 owners per side having 6 weeks annually deeded ownership each. An HOA was formed in 2017 after the original developer turned over management to the owners. Though a common concept this fractional development had difficulty maintaining owner interest and experienced tremendous financial hardship the past 4 years.

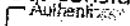
In 2019 it was agreed upon that 3 owners would buy out the other 13 owners interest in the property and dissolve the Hacienda Club of Angel Fire Homeowner Association. As of 12/30/2019 the purchase was complete and filing for dissolution of Hacienda Club of Angel Fire was started.

The current ownership is Angel Fire Hacienda, LLC is wanting to market and sell these 2 units as single family zero lot line properties. Though approved by Angel Fire Planning and Zoning when construction began the existing building does not meet current lot size and setback restrictions set forth in the Village ordinance for R-3 zoning.

The property will be divided into 3 separate parcels with parcel E-1 and E-2 requiring a variance (see attached application). Parcel E-3 is a vacant parcel that meets all requirements of the R-3 ordinance.

Angel Fire Hacienda, LLC asks that Angel Fire Planning and Zoning as well as Village Council approve these variances as precedence has already been set with the Country Club Villa project located on Country Club Drive consisting of multiple zero clearance lot line construction.

Our consideration is greatly appreciated,


Michael Pauly
Michael Pauly, General Partner

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: July 14,2020
TO: Village Council
FROM: Angel Fire Police Dept.
SUBJECT: Renewal for FY 2020 – 2021 Agreement for Inmate Confinement between County of Colfax and Village of Angel Fire

Background/Facts: Angel Fire Police Department, is requesting council approval to have Vigil-Maldonado Detention Center (VMDC) renew the agreement that describes the terms of housing inmates for the Village of Angel Fire in the Vigil-Maldonado Detention Center.

Attached Documents: Agreement for Inmate Confinement between County of Colfax and Village of Angel Fire

1) Financial Impact and Review:

Financial Impact: Yes No X
Budgeted Item: X Yes No:
Funding Source: 201-10-47020

Finance Department Comments and Review:

Finance Directors Signature

2) Staff’s Recommended Motion: Approve and Sign Agreement for renewal of Agreement for Inmate Confinement between County of Colfax and Village of Angel Fire.

3) Village Manager Recommendation:

Approval: P Disapproval: other:

Manager’s Comments: _____

Signature: Jury Gordon for Manager Mitchell

Agreement for Inmate Confinement
between
County of Colfax and Village of Angel Fire

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the Village of Angel Fire, a political subdivision of the State of New Mexico (hereinafter referred to as the "Village.")

WHEREAS, the Village desires to transfer custody of its inmates to the County to be housed in the Vigil-Maldonado Detention Center during those inmates' confinement, and to compensate the County for housing such inmates; and

WHEREAS, the Village is in need of a facility for the incarceration, care, and maintenance for inmates charged with or arrested for a violation in the Village, or arrested by the Contactor's law enforcement officials, or arrested by other law enforcement agencies within the Village's jurisdiction; and

WHEREAS, the County owns and operates the Colfax County, Vigil-Maldonado Detention Center (VMDC);

WHEREAS, the Village is requesting an agreement that describes the terms of housing inmates for the Village of Angel Fire in the Vigil-Maldonado Detention Center.

Now, therefore, it is mutually agreed by both parties as follows:

1. **Purpose:** The purpose and intent of the agreement is to establish the terms under which the County will house Village inmates.
2. **Housing of Prisoners:** The County agrees to house persons awaiting arraignment or trial and persons sentenced by the Municipal Judge following conviction, on behalf of the Village in the Vigil-Maldonado Detention Center.
3. **Compensation:** The Village shall pay the county \$75.00 per full or partial calendar day for an inmate confined at VMDC. A \$20.00 booking fee will be charged to the inmate. If an individual is booked or sentenced into the VMDC for multiple weekends, the booking fee will apply only to the initial booking.
4. **Conditions of Housing:** The County will house all inmates consistent with its prevailing policies, post orders, and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, VMDC will adhere to the Prison Rape Elimination Act (PREA) in reference to

reporting all allegations of sexual misconduct up and including sexual violence within the facility.

5. **Invoices:** The County shall bill the Village for all inmates housed at VMDC on a monthly basis and shall provide the Village a statement containing the names of the Village's inmates and their booking number, dates of incarceration, the total of days billed and total inmate costs for the month. The Village will pay thirty (30) days after "actual receipt" of the billing/invoice from County. If an invoice is not paid within thirty (30) days of receipt, a late charge of 1.5% of the original bill shall accrue monthly.
6. **Inmate Information:** The arresting officer, on behalf of the Village of Angel Fire shall provide all documentation necessary for booking to include the following:
 - a. Arrest warrant and supporting affidavit;
 - b. Arrest report;
 - c. Age;
 - d. Criminal complaint or other charging documents;
 - e. Medical records (if any);
 - f. Behavior problems (if known).
7. **Transportation:** The Village shall be responsible for all transportation costs for its inmates to VMDC. Upon release, the inmate is responsible for his or her transportation. In the event medical treatment is required outside of VMDC, the County shall transport persons for such treatment.
8. **Inmate Possessions:** The County will store and keep safe all inmate personal property which is removed from the inmates upon arrival at VMDC. The County is not responsible for items determined to be contraband or not listed during the time of booking.
9. **Medical Care:**
 - a. **Routine on Site Care:** The County shall provide routine on site medical care and routine mental health care for Village inmates while they are detained at VMDC.
10. **Term:** Agreement is effect as of **July 1, 2020 through June 30, 2021.**
11. **Termination:** This agreement may be terminated by either party upon sixty (60) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

12. **Insurance:** The County maintains public liability insurance for its operation of the VMDC. The Village shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
13. **Liability:** Neither party hereto 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, Section 41-4-1 *et seq.*, as amended. This paragraph is intended only to define the liabilities as governed by common law or the New Mexico Tort Claims Act. County and its "public employees" as defined by the New Mexico Tort Claims Act and Village and its "public employees" as defined by the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense and do not waive any limitation on liability pursuant to law. No provision of this agreement modifies or waives any provision of the New Mexico Tort Claims Act. Neither party hereto or its public employees shall seek indemnification or contribution from the other party hereto.
14. **Workers Compensation:** The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees
15. **Records and Audit**
 - a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking records. Such records shall be subject to inspection by the Village, the Department of Finance and Administration and the State Auditor.
16. **Amendments:** This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
17. **Scope of Agreement:** This agreement incorporated all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
18. **Applicable Law:** This agreement shall be governed by the laws of the State of New Mexico.
19. **Representation and Warranties:** The County hereby represents that it is in compliance with the American with Disabilities Act.
20. **Non-Discrimination:** The County is an Equal Opportunity Employer.
21. **Access by The Village:** The contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its inmates are

detained at VMDC. Access to VMDC shall be coordinated through the Detention Administrator or its designee.

In witness whereof, this agreement for Inmate Confinement between County of Colfax and Village of Angel Fire has been executed and approved and is effective and operative as to each of the parties as herein provided.

VILLAGE OF ANGEL FIRE

By: _____
Jo Mixon
Mayor

ATTEST:

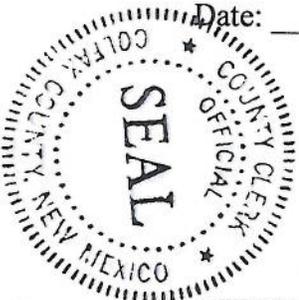
City Clerk

Per Village Resolution by Village Council

Date: _____

COLFAX COUNTY, NM

By: Mary Lou Kern
Mary Lou Kern, County Manager



ATTEST:

Rayetta M. Trujillo
Rayetta M. Trujillo, County Clerk

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: June 14, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Request to Accept Grant Agreement with the State of New Mexico Department of Environment Capital Appropriation Project Angel Fire Water Storage Tanks Construction and Repair with required Resolution 2020-25.

Background/Facts : The Village of Angel Fire had entered into an agreement with the New Mexico Department of Environment Capital Appropriation Project on March 9th of 2017. This project was to Plan, Design Construct or Repair existing water storage tanks in the Village. The original agreement was for \$ 190,000. We have done a dive study on existing tanks, completed Plan & Design of necessary repairs and completed repairs on 1 tank. This new agreement is for a time extension of the original agreement allowing the Village until June 30, 2022 to use the remaining funds of \$115,000. We will repair/coat the interior and exterior of as many of our tanks as possible with the remaining available funds.

Alternatives: - None

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item:

Funding Source: State of NM Department of Environment Capital Appropriation Project

Finance Department Comments and Review:

Finance Directors Signature

2) **Staff's Recommended Motion:** Requesting that council accept and sign the agreement with the New Mexico Department of Environment along with Resolution # 2020-25.

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

Approval: Disapproval: _____ other: _____

Manager's Comments:

Signature: *Jerry Corda for Murray Mitchell*

Resolution 2020-25

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Whereas, the Council of The Village of Angel Fire of Colfax County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement Is identified as Project Number SAP 20-E4031-STBR

NOW THEREFORE, BE IT RESOLVED that:

Jo Mixon, Mayor, or successor is authorized to sign the Grant Agreement and Promissory Note for this project,
And

M. Jay Mitchell, Village Manager or successor is the OFFICAL REPRESENTATIVES or ALTERNATE OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Scope - Interior and Exterior Coating and Repair of Water Tanks, Disbursements and Notice of Obligations (NOO)) and to act as the project contact,

PASSED, APPROVED, AND ADOPTED: This 14th day of July, 2020

Jo Mixon, Mayor

(SEAL)

ATTEST:

Terry Cordova, Village Clerk

Sandra Garcia

From: Ortiz, Paulette, NMENV <Paulette.Ortiz@state.nm.us>
Sent: Monday, June 29, 2020 1:51 PM
To: Sandra Garcia
Cc: Bishop, David, NMENV
Subject: Grant Agreement for Angel Fire 20-E4031-STBR
Attachments: GrantAgreement_SAP 20-E4031-STBR_06-29-2020.pdf

Importance: High

Attached you will find the original grant agreement for the above-mentioned grant. Please read the grant agreement carefully. The grant should be signed by your community's chief executive who has signatory authority provided by law (charter, ordinance or resolution).

Prior to signing the grant agreement, your local governing body must meet and pass a resolution similar to the resolution enclosed. The purpose of this resolution is to designate an individual to sign the grant agreement and also to designate an official representative(s) who will act as the point of contact and who is authorized to sign reimbursement requests and other documents requiring a signature for submittal to the New Mexico Environment Department (NMED). Please note that successors to the designee(s) are also eligible as designees in case of staff replacements. NMED must also have a current W-9 form on file.

Please return the **signed grant agreement including Project Description (Attachment A), passed resolution and signature page electronically to NMENV-cpbsap@state.nm.us**. Upon the NMED Secretary's signature, a copy of the grant agreement will be returned to you electronically. We recommend that you save copies of all documents prior to sending them to NMED.

Your project manager will be glad to answer any questions you may have regarding the technical aspects of your project. Disbursement request questions and other financial matters can be directed to me (your program administrator).

We look forward to working with you on this project and will do whatever we can to assist.

Paulette Ortiz

Program Administrator
NMED/ Constructions Program Bureau
PO Box 5469
Santa Fe NM 87502-5469
505-827-2958
505-670-3583 Cell
<https://www.env.nm.gov/construction-programs/>

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT]
CAPITAL APPROPRIATION PROJECT
*16 ANGEL FIRE WATER STORAGE TANKS CONSTRUCTION AND REPAIR, RET
SAP 20-E4031-STBR**

THIS AGREEMENT is made and entered into as of this [____] day of [_____], 20[___], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and Village of Angel Fire hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 82, Section 33, Paragraph , the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 20-E4031-STBR (\$115,483.16) APPROPRIATION REVERSION DATE: June 30, 2022
Laws of 2020 Chapter 82, Section 33, Paragraph , One Hundred Fifteen Thousand Four Hundred Eighty Three Dollars And Sixteen Cents (\$115,483.16):

The time of expenditure for the department of environment project in Subsection 7 of Section 18 of Chapter 81 of Laws 2016 to plan, design, construct and repair water storage tanks in Angel Fire in Colfax county is extended through fiscal year 2022.

The Grantee's total reimbursements shall not exceed One Hundred Fifteen Thousand Four Hundred Eighty Three Dollars And Sixteen Cents (\$115,483.16) minus the allocation for Art in Public Places¹, if applicable, No

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

Dollars (\$0.00) which equals One Hundred Fifteen Thousand Four Hundred Eighty Three Dollars And Sixteen Cents (\$115,483.16) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department
Name: Paulette Ortiz
Title: Project Administrator
Address: Construction Program Bureau
NMED, Harold Runnels Building
P.O. Box 5469
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us
Telephone: 505-670-3583

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2022 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been

maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board

of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and

authorization are not made by the Legislature, the Village of Angel Fire may immediately terminate this Agreement by giving Contractor written notice of such termination. The Village of Angel Fire's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Village of Angel Fire or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Angel Fire or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the Village of Angel Fire may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Village of Angel Fire's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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Authorization Page

*16 ANGEL FIRE WATER STORAGE TANKS CONSTRUCTION AND REPAIR, RET SAP 20-
E4031-STBR

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution
by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Village of Angel Fire

Entity Name

By: Jo Mixon

Its: Mayor

7/14/2020

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information	II. Payment Computation
A. Grantee: Village of Angel Fire	A. Payment Request No.
B. Address:	B. Grant Amount: \$115,483.16
	C. AIPP Amount (if Applicable): \$0.00
	D. Funds Requested to Date:
C. Phone No:	E. Amount Requested this Payment:
D. Grant No: SAP 20-E4031-STBR	F. Reversion Amount (if Applicable):
E. Project Title: *16 ANGEL FIRE WATER STORAGE TANKS CONSTRUCTION AND REPAIR, RET	G. Grant Balance:
F. Grant Expiration Date: 6/30/2022	H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)
	I. <input type="checkbox"/> Final Request for Payment (if Applicable)
III. Fiscal Year:	
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>	
IV. <input type="checkbox"/>	Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.
V. <input type="checkbox"/>	Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.
Grantee Fiscal Officer or Fiscal Agent (if Applicable):	Grantee Representative:
Printed Name:	Printed Name:
Date:	Date:
(State Agency Use Only)	
Vendor Code	
I certify that the State Agency financial and vendor file information agree with the above submitted information.	
Division (SAP PA) Fiscal Officer/ Date:	Division (CPB) Project Manager/Date:

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: David Bishop

FROM: Grantee: Village of Angel Fire

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 20-E4031-STBR

Grant Termination Date: June 30, 2022

As the designated representative of the Department for Grant Agreement number SAP 20-E4031-STBR entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]]
Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]]
Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]]
Third-Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMED ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

Name of Grantee: Village of Angel Fire
Project Number: SAP 20-E4031-STBR

Interior and Exterior Repairs/Coating of Water Storage Tanks in the Village of Angel Fire

X

X

Official Representative/Date

NMED Project Manager Approval/Date

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 20-E4031-STBR
Grantee Village of Angel Fire

Project Manager: David Bishop
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-222-9567
Email: david.bishop@state.nm.us

Project Administration: Paulette Ortiz
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-670-3583
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for “Special Appropriations” or email:

NMENV-cpbsap@state.nm.us

**NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY _____

C. DISBURSEMENT REQUEST NUMBER _____

B. PROJECT NUMBER _____

D. GRANT AMOUNT _____

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official: X	Typed or Printed Name:	Phone:	Date:
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NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 20-E4031-STBR
Grantee Village of Angel Fire
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution 2020-25

Whereas, the Council of The Village of Angel Fire of Colfax County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP 20-E4031-STBR

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Jo Mixon, Mayor, or successor is authorized to sign the Grant Agreement and Promissory Note for this project,

And

M. Jay Mitchell, Village Manager or successor is the OFFICIAL REPRESENTATIVES or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Scope - Interior and Exterior Coating and Repair of Water Tanks, Disbursements and Notice of Obligations (NOO)) and to act as the project contact,

PASSED, APPROVED, AND ADOPTED: This 14th day of July, 2020

Jo Mixon, Mayor

(SEAL)

ATTEST:

Terry Cordova, Village Clerk

Name of Borrower: _____ Project Number: _____

Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
All Other Documents			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Disbursements Only			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	