



AGENDA

Village of Los Ranchos de Albuquerque Board of Trustees Regular Meeting

Meeting will be held via Zoom Video Conferencing
Streamed on www.losranchosnm.gov, Facebook page and Zoom
Wednesday, October 13, 2021; 7:00 p.m.

MAYOR

Donald T. Lopez

ADMINISTRATOR

Ann Simon

CLERK

Danielle Sedillo-Molina

TRUSTEES

Pablo Rael, Mayor Pro Tem, Trustee

Allen Lewis, Trustee

Sandra Pacheco, Trustee

Tom Riccobene, Trustee

TREASURER

Will Fisher

The Village of Los Ranchos will be conducting the live meeting via Zoom Video Conferencing and streaming on its Website and Facebook Page. Instructions on how to participate in the meeting can be found here: www.losranchosnm.gov; Board of Trustees Meetings

If you would like to provide written comments or provide public comment at the meeting it is advisable to submit/sign up by 12:00 noon Wednesday, October 13, 2021, to dmolina@losranchosnm.gov. Written comments will be read aloud during the public comment period by the Clerk. Individuals wishing to provide public comment at the meeting will be called upon at the appropriate time.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**

4. PUBLIC COMMENT PERIOD

Submitted written comments will be read by the Clerk. Participants who wish to give verbal comments on topics **not** on the agenda will be given a three-minute time limit, (it is advisable to sign up prior to the meeting, please email dmolina@losranchosnm.gov with your name, address, and phone number).

5. PRESENTATIONS

A. NONE

6. CONSENT AGENDA

THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.

A. MINUTES-AUGUST 25, 2021; SPECIAL MEETING

B. MINUTES-SEPTEMBER 8, 2021; REGULAR MEETING

7. DEPARTMENTAL REPORTS

A. MAYOR'S REPORT

B. ADMINISTRATOR'S REPORT

C. AGRI-NATURE CENTER MANAGER'S REPORT

D. PLANNING AND ZONING DIRECTOR'S REPORT

E. PROJECT MANAGER'S REPORT

F. PUBLIC SAFETY LIAISON'S REPORT

8. FINANCIAL BUSINESS

A. DISCUSSION AND APPROVAL OF CASH REPORT-SEPTEMBER 2021.

9. PUBLIC HEARINGS AND/OR APPLICATIONS FOR APPEAL

A. NONE

10. OLD BUSINESS

A. CHAD RENNAKER, PALINDROME COMMUNITIES, VILLAGE CENTER UPDATE.

11. **ANNOUNCEMENTS**

- A. 2021 REGULAR LOCAL ELECTION INFORMATION

12. **NEW BUSINESS**

- A. DISCUSSION AND APPROVAL TO ADOPT ORDINANCE NO. 282; AN ORDINANCE REPEALING ORDINANCE NO. 273; REGULATING THE GROWTH, SALE, AND PRODUCTION OF RECREATIONAL CANNABIS AND CANNABIS PRODUCTS PURSUANT TO THE CANNABIS REGULATION ACT OF 2021.
- B. DISCUSSION AND APPROVAL TO ADOPT ORDINANCE NO. 283; AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021.
- C. DISCUSSION AND APPROVAL OF RESOLUTION NO 2021-10-01; PARTICIPATION IN STATE OF NEW MEXICO DEPARTMENT OF TRANSPORTATION FUND 89200 CAPITAL APPROPRIATION PROJECT.
- D. DISCUSSION AND APPROVAL OF RESOLUTION NO 2021-10-02; PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION.
- E. IN ACCORDANCE WITH THE VILLAGE OF LOS RANCHOS 2013 CODIFIED ORDINANCES CHAPTER 9; §9.2.2 PLANNING AND ZONING COMMISSION.
(A) MEMBERSHIP: THE COMMISSION SHALL CONSIST OF SEVEN (7) MEMBERS WHO SHALL BE APPOINTED BY THE MAYOR WITH THE ADVICE AND CONSENT OF THE MEMBERS OF THE GOVERNING BODY.

1) CONNIE BARROW

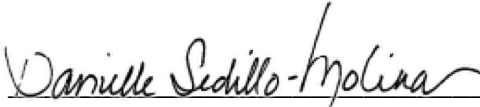
13. **TRUSTEE INFORMAL DISCUSSION**

ROUNDTABLE DISCUSSION IS INFORMAL; THE BOARD OF TRUSTEES WILL TAKE NO OFFICIAL VOTE OR OTHER OFFICIAL ACTION.

14. **ADJOURNMENT**

I certify that notice of the Public Meeting has been given in compliance with the Open Meetings Act, NMSA 1978 Section 10-15-1 through 10-15-4 and the Open Meetings Resolution 2021-01-01.

I certify that this agenda was posted on: 8 October 2021.


Danielle Sedillo-Molina, Clerk

If you are an individual with a disability who is in need of a reader, amplifier, remote microphone, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at (505) 344-6582 at least five (5) days prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk at (505) 344-6582 if a special format is needed.

UPCOMING BOARD OF TRUSTEES MEETINGS:
REGULAR MEETING NOVEMBER 10, 2021 (Tentative In-Person)
REGULAR MEETING DECEMBER 8, 2021 (Tentative In-Person)

A COPY OF THE AGENDA MAY BE OBTAINED AT VILLAGE HALL; 6718 RIO GRANDE BLVD NW, DURING REGULAR BUSINESS HOURS; 8:00 A.M. TO 5:00 P.M. OR ON THE VILLAGE WEBSITE: www.losranchosnm.gov

6. CONSENT AGENDA

THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.

A. MINUTES-AUGUST 25, 2021; SPECIAL MEETING

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
6718 RIO GRANDE BOULEVARD NW
BOARD OF TRUSTEES SPECIAL MEETING
Zoom Video Conferencing
Streamed on www.losranchosnm.gov and Facebook page
Wednesday, August 25, 2021
7:00 P.M.

Present:

Donald T. Lopez, Mayor	Ann Simon, Administrator
Pablo Rael, Mayor Pro Tem/Trustee	Danielle Sedillo-Molina, Clerk
Allen Lewis, Trustee	Tammy Silva, CFO
Sandra Pacheco, Trustee	Nann Winter, Attorney
Tom Riccobene, Trustee	

1. CALL TO ORDER

Mayor Lopez called the Special Meeting to order at 7:00 p.m.

2. ROLL CALL

Mayor Pro Tem/Trustee Pablo Rael-Present
Trustee Allen Lewis-Present
Trustee Sandra Pacheco-Present
Trustee Tom Riccobene-Present

3. APPROVAL OF AGENDA

Mayor Lopez asked for a motion to approve the Agenda.

MOVED: Trustee Pacheco moved to approve the Agenda

SECONDED: Trustee Riccobene

ROLL CALL VOTE: Trustee Rael-Yes
Trustee Lewis-Yes
Trustee Pacheco-Yes
Trustee Riccobene-Yes

CARRIED: Motion Passed 4-0

45 **4. PUBLIC COMMENT PERIOD**

46
47 Written comments submitted to the Clerk prior to the meeting:

48
49 None

50
51 **5. PUBLIC HEARINGS**

52
53 A. DISCUSSION AND RANKING WITH PUBLIC INPUT OF THE
54 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP),
55 FY 2023-2027, FOR THE VILLAGE OF LOS RANCHOS DE
56 ALBUQUERQUE.

57
58 Administrator Simon provided the items that are being suggested for the ICIP,
59 2023-2027. If we are interested in receiving Capital Outlay, it must be on the
60 ICIP.

61
62 Loretta Chavez Smith, 536 Chavez Road NW, Los Ranchos.

63
64 *Attorney Winter swore in Ms. Chavez Smith*

65
66 Ms. Chavez Smith asked, does this money and this project have to go
67 forward so quickly? Can we put the brakes on it a little bit?

68
69 Administrator Simon replied that we have a variety of projects, all are part of
70 our long-range plan, is there one project in particular that you have an interest
71 in?

72
73 Ms. Chavez Smith replied, 4th Street forward to Ortega Road.

74
75 Mayor Lopez responded that the 4th Street project has been discussed since
76 the late 1990's. In early 2018, we started construction on Phase I and it is
77 essentially complete. We are now August of 2021 and are about 25 years
78 from the first time this project was brought up. We have to prepare our Capital
79 improvement plans every year and provide it to the State, so we can't put a
80 brake on it, but the planning for the project will be vetted, but it can take many
81 years to complete.

82
83 Ms. Chavez Smith responded, you said that we are going to start
84 construction.

85
86 Mayor Lopez replied, no, we are not starting construction, it hasn't even been
87 designed.

91 **6. NEW BUSINESS**

- 92
93 A. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2021-08-04; A
94 RESOLUTION ADOPTING THE INFRASTRUCTURE CAPITAL
95 IMPROVEMENT PLAN (ICIP), FY 2023-2027, FOR THE VILLAGE OF
96 LOS RANCHOS DE ALBUQUERQUE.

97
98 **Mayor Lopez asked for a motion.**

99
100 **MOVED: Trustee Pacheco moved to approve Resolution**
101 **2021-08-04**

102 **SECOND: Trustee Rael**

103
104
105 Discussion:

106
107 Trustee Rael provided his ranking.

108
109 Trustee Lewis requested from Administrator Simon to provide a brief
110 summary of the items on the list and the thought process behind them.

111
112 Administrator Simon provided a summary of each project.

113
114 Ms. Rinaldi also explained the purpose behind the projects.

115
116 Trustee Lewis provided his ranking.

117
118 Trustee Pacheco asked Administrator Simon is there a limit to the number of
119 projects that are submitted?

120
121 Administrator Simon replied that these projects can be partnered with state
122 and federal agencies to fund. They are not projects that we alone need to
123 consider funding, they are ones that have enough of an impact on the rest of
124 the state to consider funding.

125
126 Ms. Rinaldi indicated that from a capital project planning perspective it is
127 almost impossible to seek outside funding sources, particularly at the state
128 and federal level without having done this sort of planning.

129
130 Trustee Pacheco provided her ranking.

131
132 Trustee Riccobene asked if the funds secured and expended to date are part
133 of the project cost as you have listed?

134
135 Ms. Rinaldi responded, what you see there is the COVID relief funding that
136 we have received. It is construction funds and is part of that \$5,000.000

137 equation.

138
139 Trustee Riccobene also asked about the funding, is this all capital outlay?

140
141 Ms. Rinaldi replied that this document identifies all potential funding sources.
142 Mayor Lopez replied that we should go after money wherever it is, because
143 we know that these projects are going to be significant in cost. If we can get
144 money from multiple sources, we will do that.

145
146 Ms. Rinaldi also explained that we have identified multiple funding sources so
147 that we are in a position to show that and when funds become available, we
148 know what exists and that we have gone through the process to identify the
149 priorities.

150
151 Trustee Riccobene provided his ranking.

152
153 Mayor Lopez provided his ranking.

154
155 The ranking from the Mayor and Trustees resulted in the following in order of
156 importance:

- 157
158 1. 4th Street Renovation and Repair Phase 2A
159 2. Chavez Road Multi-Use Trail
160 3. Road Safety Enhancements
161 4. New Acquisition of Land
162 5. Agri-Nature Center Improvements
163 6. Village Hall Renovations
164 7. Noise/Sound Barriers on Paseo Del Norte
165 8. Schulte House Remediation

166
167 **Trustee Pacheco withdrew her motion**

168
169 **Trustee Rael withdrew his second**

170
171 **MOVED:** Trustee Rael moved to approve Resolution No.
172 **2021-08-04 with the ranking of the projects as**
173 **listed:**

- 174 1. 4TH STREET RENOVATION AND REPAIR PHASE 2A
175 2. CHAVEZ ROAD MULTI-USE TRAIL
176 3. ROAD SAFETY ENHANCEMENTS
177 4. NEW ACQUISITION OF LAND
178 5. AGRI-NATURE CENTER IMPROVEMENTS
179 6. VILLAGE HALL RENOVATIONS
180 7. NOISE/SOUND BARRIERS ON PASEO DEL NORTE
181 8. SCHULTE HOUSE REMEDIATION

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183 **SECOND:** Trustee Riccobene

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ROLL CALL VOTE: **Trustee Rael-Yes**
 Trustee Lewis-Yes
 Trustee Pacheco-Yes
 Trustee Riccobene-Yes
CARRIED: **Motion Passed 4-0**

B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2021-08-05; A RESOLUTION ADOPTING THE PROJECTS TO BE FUNDED WITH CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT.

Administrator Simon provided an overview of the fifteen projects along with the costs associated with each. Explaining that the funding of these projects would come from the American Rescue Act Plan.

MOVED: **Trustee Pacheco moved to approve Resolution No. 2021-08-05**
SECOND: **Trustee Rael**

Discussion:

Trustee Rael had a correction to the dollar amount on page 12.

Administrator Simon clarified; the amount should be \$780,000.

Trustee Lewis asked if we are bound to this, if you can explain this list?

Administrator Simon indicated that we based these projects off of what was allowable and some of the needs we saw our community faced over the last 15 months. We have received \$750,000 of the \$1.5 million and we have three years to spend it.

Trustee Lewis asked is there an opportunity to put it in our discretionary cash and spend it as the needs arise over the next three years or do we have to designate all of these now?

CFO Silva, replied that we cannot put it in discretionary cash in the general fund, it has its own fund. But we can hold on to it, we just have to spend it within the three-year period.

Trustee Lewis also asked several questions regarding the dollar amounts associated with the projects.

Village staff replied accordingly.

231 **ROLL CALL VOTE:** Trustee Rael-Yes
232 Trustee Lewis-No
233 Trustee Pacheco-Yes
234 Trustee Riccobene-Yes
235 **CARRIED:** Motion Passed 3-0
236
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238 **7. TRUSTEE INFORMAL DISCUSSION**

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240 ROUNDTABLE DISCUSSION IS INFORMAL, THE BOARD OF
241 TRUSTEES WILL TAKE NO OFFICIAL VOTE OR OTHER
242 OFFICIAL ACTION.
243

244 **Trustee Rael:**

- 245 • None
246

247 **Trustee Lewis:**

- 248 • None
249

250 **Trustee Pacheco:**

- 251 • None
252

253 **Trustee Riccobene:**

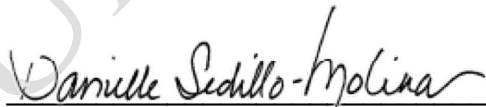
- 254 • None
255
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257 **8. ADJOURNMENT**

258
259 The meeting was adjourned by Mayor Lopez at 8:18 p.m.
260

261 **Seconded by Trustee Lewis**
262 **Motion passed unanimously**
263
264

265 Unofficial Minutes submitted by:

266 
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268 _____
269 Danielle Sedillo-Molina, Clerk

6. CONSENT AGENDA

THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.

B. MINUTES-SEPTEMBER 8, 2021; REGULAR MEETING

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
6718 RIO GRANDE BOULEVARD NW
BOARD OF TRUSTEES REGULAR MEETING
Zoom Video Conferencing
Streamed on www.losranchosnm.gov and Facebook page
Wednesday, September 8, 2021
7:00 P.M.

Present:

Donald T. Lopez, Mayor	Ann Simon, Administrator
Pablo Rael, Mayor Pro Tem/Trustee	Danielle Sedillo-Molina, Clerk
Allen Lewis, Trustee	Tammy Silva, CFO
Sandra Pacheco, Trustee	Nann Winter, Attorney
Tom Riccobene, Trustee	

Excused: Will Fisher, Treasurer

1. CALL TO ORDER

Mayor Lopez called the regular meeting to order at 7:01 p.m.

2. ROLL CALL

Mayor Pro Tem/Trustee Pablo Rael-(Visibly present, internet issues)
Trustee Allen Lewis-Present
Trustee Sandra Pacheco-Present
Trustee Tom Riccobene-Present

3. APPROVAL OF AGENDA

Mayor Lopez asked for a motion to approve the Agenda.

MOVED: Trustee Riccobene moved to approve the Agenda

SECONDED: Trustee Pacheco

ROLL CALL VOTE: Trustee Rael-Lost Connectivity
Trustee Lewis-Yes
Trustee Pacheco-Yes
Trustee Riccobene-Yes

CARRIED: Motion Passed 3-0

45 **4. PUBLIC COMMENT PERIOD**

46 **Participants can address the Board of Trustees to comment on issues,**
47 **problems or successes on topics that do not appear elsewhere on the**
48 **agenda.**

49
50 Written comments submitted to the Clerk prior to the meeting:

51
52 **None**

53
54 Participants wishing to speak that registered with the Clerk prior to the beginning of
55 the meeting will be provided an opportunity to speak within the allotted three (3)
56 minute time frame.

57
58 **None**

59
60 Clerk Sedillo-Molina reminded participants that public comment is reserved for
61 items *not* listed elsewhere on the agenda. Participants can speak on items of
62 business as they come up and will be called upon at the appropriate time.

63
64 The following raised their hand to speak:

65
66 **Loretta Chavez Smith, 536 Chavez Road NW, Los Ranchos**

- 67 I. Asked for clarification on the date of the Regular meeting and asked if
68 the meeting on the 15th will not be taking place?
69

70 *Mayor Lopez clarified that Board of Trustee meetings are the second Wednesday*
71 *of every month.*
72

73 **Camille Varos, 427 El Paraiso Road NW, Los Ranchos**

- 74 I. Was also questioning if this was a regular meeting.
75 II. Are the Zoom meetings going to continue to go on and for a duration for
76 how long?
77 III. There are very critical items on the agendas, I don't get to see who is in
78 attendance. I hope that there is an opportunity for a set amount of
79 people to be face to face following COVID guidelines.
80

81 **5. PRESENTATIONS**

82
83 **A. Representative Dayan Hochman-Vigil, District 15**

- 84 I. Provided legislative updates; special session beginning December 6th,
85 for two weeks. Will be re-drawing the State House and Senate districts
86 as well as, the three Congressional Districts.
87 II. Decline in population in New Mexico in the last ten years, but Bernalillo
88 County including Los Ranchos has grown, and that means we have
89 some choices we have to make regarding re-districting.
90 III. Planning on tackling the crime problem from many different aspects

91 and angles.
92 IV. Appointed to the House Appropriations Committee and looks forward
93 to working with the Mayor and Trustees to see how the additional
94 money can be brought back to our community. We are flush with State
95 and Federal money, so this is the year for big projects.
96

97 **B. Katie Snapp, Lavender in the Village**

- 98 I. Provided an overview of all of the 2021 events that occurred
99 throughout the month of July.
100 II. Positive outcome, great location at Hartnett Park, parking can be
101 improved, and was a lesson learned.
102 III. Shared plans and improvements for next year.
103

104 **C. Andrew Stone, Community Solar**

- 105 I. Solar Advocate, community solar can be for profit or non-profit.
106 II. It's time for legacy projects, build a megawatt facility that needs six
107 acres. It would pay for itself in seven-eight years.
108 III. An opportunity for Municipalities to meet their own electrical needs
109 by creating their own energy. Would assist the Village Pro-Bono.
110

111 **** TRUSTEE RAEI REGAINED CONNECTIVITY****
112

113 **6. CONSENT AGENDA**
114

115 There will be no separate discussion of these items. If discussion is desired, that
116 item will be removed from the consent agenda and will be considered separately.
117

118 A. MINUTES-AUGUST 18, 2021; REGULAR MEETING
119

120 **Mayor Lopez asked for a motion to approve the Consent Agenda.**
121

122 **MOVED: Trustee Rael moved to approve the Consent**
123 **Agenda**

124 **SECONDED: Trustee Lewis**
125

126 **ROLL CALL VOTE: Trustee Rael-Yes**
127 **Trustee Lewis-Yes**
128 **Trustee Pacheco-Yes**
129 **Trustee Riccobene-Yes**

130 **CARRIED: Motion Passed 4-0**
131
132

133 **7. DEPARTMENTAL REPORTS**
134

- 135 A. MAYOR'S REPORT
136 B. ADMINISTRATOR'S REPORT

- 137 C. AGRI-NATURE CENTER MANAGER'S REPORT
- 138 D. PLANNING AND ZONING DIRECTOR'S REPORT
- 139 E. PROJECT MANAGER'S REPORT
- 140 F. PUBLIC SAFETY LIAISON'S REPORT

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Trustee Rael asked Ms. Rinaldi about page 32, why can't we estimate an ending date on #30?

Ms. Rinaldi indicated it is taking so much time to get cost estimates through NMDOT, the last change order took almost a month. We decided to do time and materials instead. Better financial arrangement for us.

Trustee Rael also asked about the soils lab at the Agri-Nature Center, regarding the kitchen improvements, is the Middle Rio Grande Conservancy District, are they contributing anything to it?

Ms. Rinaldi replied that it is to our benefit to have that at our center. There is no cost to us other than minor improvements to the existing kitchen.

Mayor Lopez also indicated that there is an in-kind contribution from the Middle Rio Grande Conservancy District to conduct teaching at the center.

Trustee Lewis asked Administrator Simon to go into further detail about the CO-OP projects.

Administrator Simon replied that the list was narrowed down due to funding the project's listed for this round of CO-OP money.

Trustee Lewis asked for clarification on the three remaining tenants listed on the report.

Administrator Simon explained that it is for the three tenants at the shopping center, the Gun Shop, the Q store and the Excell dry cleaner, we have asked those tenants to vacate by October 31st.

Trustee Lewis asked Ms. Rinaldi to explain the grant we received in the amount of \$700,000.00, whereas we asked for \$500,000.00?

Ms. Rinaldi indicated that she would like to think that we have a reputation of getting projects done. We had a very good application; we have a proven track record in using the funds as soon as we get them.

Trustee Pacheco asked Director Justice for a status update with the draft pilot project ordinance?

183 *Director Justice replied that there is not an update at this time.*

184
185 *Trustee Pacheco asked how Palindrome's funding is coming along for Village*
186 *Center.*

187
188 *Ms. Rinaldi replied that we have not had an update, however, I believe he will be*
189 *giving an update at the October meeting.*

190
191
192 **8. FINANCIAL BUSINESS**

193
194 **A. DISCUSSION AND APPROVAL OF CASH REPORT-AUGUST 2021**

195
196 **CFO Tammy Silva reported on the** reported on the following:

197
198 There was a slight error in the cash report to the heading, it did not affect the
199 numbers, it reflected July 1st-July 31st, rather than August.

200
201 Cash Report for the month of August 31, 2021.

202 Ending cash balance at August 31, 2021 is \$7,841,792.99, which is an increase
203 of \$94,693.46, for this month.

204 YTD excess of revenues over expenditures is \$646,383.83.

205
206 Unusual or Significant Items:

207 General Fund-General Administration-Professional Services Computer Support-
208 page 8, \$8,570.00, payment to myIT for normal monthly IT services and backup;
209 after-hours assistance with P & Z meeting and Board of Trustees Meeting, check
210 #0559.

211 General Fund- Fire- IGA for fire and EMS Services, page 12, \$113,300.00;
212 payment to Bernalillo County Fire Department for 1st quarter EMS and Fire
213 service agreement, check #0503

214 Fire Protection Fund-State Grant Fire Protection Distribution, page 16,
215 \$71,187.00; payment to Bernalillo County Fire Department for 1st half of the fire
216 protection fund distribution from State of New Mexico, check #0550.

217 Check Register: Payments to some of the trailer park residences that have either
218 vacated the space or released title of trailer to us giving us ownership can be
219 seen in the following checks: Aurelio Corral Castenada check #0573 for
220 \$10,000.00, Cesar Ruiz-Noris check #0572 for \$10,000, Jose Luis Peraza check
221 number #0567 for \$3,500.00, and Martin Rivera Torres #0568 \$10,000.00.

222
223 **Mayor Lopez asked for a motion.**

224
225 **MOVED:**

**Trustee Rael moved to approve the August Cash
Report.**

226
227 **SECONDED:**

Trustee Pacheco

228

229 Discussion:
230
231 Trustee Rael asked questions regarding account 380, on page 38 and also
232 appears on page 68 in the same amount, but in the summary on page 73, it is
233 zero, can you explain how it became a zero?
234
235 CFO replied that she will have to look at that and correct it, but the balance is
236 \$459,000 as seen on the prior pages.
237
238 Trustee Rael also asked a question regarding a payment of \$3,360.31 for electric
239 security door boards.
240
241 Mayor Lopez replied that it was for security doors and the cost for the
242 modification.
243
244 Trustee Lewis asked a question on page 57 regarding the contribution number?
245
246 CFO Silva replied that it was from Explora Farm Camp.
247
248 Trustee Pacheco asked for the comparison of the Bank of America to the Bank of
249 Albuquerque charges?
250
251 CFO Silva replied and clarified that these final charges and fees are from Bank of
252 America. We have been with Bank of Albuquerque for six months now and have
253 not had any fees from them.
254
255 Trustee Riccobene commented that we are back at pre-COVID levels with GRT.

256
257 **ROLL CALL VOTE:** Trustee Rael-Yes
258 Trustee Lewis-Yes
259 Trustee Pacheco-Yes
260 Trustee Riccobene-Yes
261 **CARRIED:** Motion Passed 4-0
262

263
264 **B.** DISCUSSION AND APPROVAL OF RESOLUTION 2021-09-01;
265 BUDGET ADJUSTMENT REQUEST (BAR), BUDGET LINE ADDITION,
266 ACCOUNT 48080.
267

268 CFO Silva presented the BAR for the Resolution.
269

270 **Mayor Lopez asked for a motion.**

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272 **MOVED:** Trustee Pacheco moved to approve Resolution
273 No. 2021-09-01.

274 **SECONDED:** Trustee Lewis

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ROLL CALL VOTE: **Trustee Rael-Yes**
 Trustee Lewis-Yes
 Trustee Pacheco-Yes
 Trustee Riccobene-Yes
CARRIED: **Motion Passed 4-0**

C. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2021-09-02;
 BUDGET ADJUSTMENT REQUEST (BAR), AMERICAN RESCUE ACT
 FUNDS.

CFO Silva presented the BAR for Resolution to add the American Rescue Act.

Mayor Lopez asked for a motion.

MOVED: **Trustee Lewis moved to approve Resolution**
 No. 2021-09-02.
SECONDED: **Trustee Pacheco**

Discussion:

Trustee Lewis asked if the amounts have to equal the full funds that we received,
 or just
part of the funds?

CFO Silva replied that is correct, we have only budgeted for and approving
these ones.

ROLL CALL VOTE: **Trustee Rael-Yes**
 Trustee Lewis-Yes
 Trustee Pacheco-Yes
 Trustee Riccobene-Yes
CARRIED: **Motion Passed 4-0**

D. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2021-09-03;
 SIGNATURE AUTHORITY FOR THE VILLAGE OF LOS RANCHOS DE
 ALBUQUERQUE.

CFO Silva presented the Resolution identifying the individuals authorized for
signature authority for the Village.

Mayor Lopez asked for a motion.

321
322 **MOVED:** Trustee Riccobene moved to approve Resolution
323 No. 2021-09-03, Signature Authority for the Village
324 of Los Ranchos de Albuquerque.

325 **SECONDED:** Trustee Lewis

326
327 Discussion:

328
329 Trustee Pacheco asked if it was the same three positions that were signers on
330 the accounts?

331
332 CFO Silva replied yes.

333
334 **ROLL CALL VOTE:** Trustee Rael-Yes
335 Trustee Lewis-Yes
336 Trustee Pacheco-Yes
337 Trustee Riccobene-Yes

338 **CARRIED:** Motion Passed 4-0

339
340

341 **9. PUBLIC HEARINGS**

342
343 A. NONE

344
345 **10. OLD BUSINESS**

346
347 A. NONE

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349
350 **11. ANNOUNCEMENTS**

351
352 A. NONE

353
354
355 **12. NEW BUSINESS**

356
357 **A. DISCUSSION AND APPROVAL TO ADOPT ORDINANCE NO. 280; AN**
358 **ORDINANCE AMENDING AGRICULTURAL-COMMERCIAL ZONE**
359 **APPROVAL PROCESS TO THE ZONE MAP AMENDMENT PROCESS.**

360
361 Director Justice explained and provided a summary of the same proposed
362 Ordinance presented last month for advertisement.

363
364 **Mayor Lopez asked for a motion.**

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MOVED: Trustee Riccobene
SECONDED: Trustee Pacheco

Discussion:

Trustee Rael is concerned that this can be done without the neighbors knowing.

Director Justice clarified the requirements and referenced Sections 9.9.25 E8 and 9.9.25 F. It will ensure that public notice will be done.

Mel Eaves, 721 Chavez Road NW, Los Ranchos

The 300-foot requirement for public notice is inadequate. I ask the Trustees to consider expanding the 300 ft, so that the person affected will actually get noticed.

Randy McKee, 749 Chavez Road NW, Los Ranchos

Asked Director Justice if the old process, did it require notification of the residence within 300 ft and approval by the zoning commission before it went to the Trustees, is that the old process or was there an administrative process that just put this into place?

Also, asked about records available for the approval of passed AC Zoning and the process.

Director Justice replied that the current process that is in place requires a 300-foot notice and after a 15-day public notice, if there is not substantive comment, an AC zoning change can be approved by the Planning and Zoning Director. If there is substantive comment it is forwarded to the Planning and Zoning Commission, it does not go to the Board of Trustees.

Records requests are handled by Village Clerk, Danielle Sedillo-Molina, and directed Mr. McKee as to how to request records.

Loretta Chavez Smith, 536 Chavez Road NW, Los Ranchos

How many AC zoning's have been given out?

Director Justice replied, there is one property that is zoned AC.

Loretta Chavez Smith commented/suggested that we put to bed anymore AC zoning in the Village. Does not believe it is in the best interest of the Village to give out an AC zone again.

Randy McKee, 749 Chavez Road NW, Los Ranchos

Agreed with Mrs. Chavez Smith, approval can bring in numerous issues that we are currently not having to face, for example the Cannabis that you will be talking about. This is critical, immediately put a stop to this.

412 **Camille Varoz, 427 El Paraiso Road, Los Ranchos**
413 Looking at adopting the ordinance that is going to allow the people that meet the
414 criteria that are applying for a change of zone, that affects the whole entire
415 Village, not just 300 ft from the proposed establishment. If you look at the
416 application for Casa Rondeña, they are already packed, where is the parking? I
417 am on El Paraiso, right off/adjacent to Chavez, it will affect me, Guadalupe
418 people residents. We have to stop to see where the impacts are. We need to
419 take a look at everything coming down the pipeline.
420

421
422 **ROLL CALL VOTE:** **Trustee Rael-Yes**
423 **Trustee Lewis-Yes**
424 **Trustee Pacheco-Yes**
425 **Trustee Riccobene-Yes**
426 **CARRIED:** **Motion Passed 4-0**
427

428
429 B. DISCUSSION AND APPROVAL TO ADOPT ORDINANCE NO. 281;
430 AN ORDINANCE AMENDING CHAPTER 9, ARTICLE 5, SECTION 1
431 OF THE VILLAGE OF LOS RANCHOS CODIFIED ORDINANCES
432 REGARDING ADOPTION OF THE BUILDING CODE.
433

434 Director Justice explained and provided a summary of the same proposed
435 Ordinance presented last month for advertisement.
436

437 **Mayor Lopez asked for a motion.**
438

439
440 **MOVED:** **Trustee Rael moved approval of Ordinance No.**
441 **281.**

442 **SECONDED:** **Trustee Pacheco**
443

444 **ROLL CALL VOTE:** **Trustee Rael-Yes**
445 **Trustee Lewis-Yes**
446 **Trustee Pacheco-Yes**
447 **Trustee Riccobene-Yes**

448 **CARRIED:** **Motion Passed 4-0**
449

450
451 C. DISCUSSION AND APPROVAL TO ADOPT ORDINANCE NO. 282;
452 AN ORDINANCE REPEALING ORDINANCE NO. 273;
453 REGULATING THE GROWTH, SALE, AND PRODUCTION OF
454 RECREATIONAL CANNABIS AND CANNABIS PRODUCTS
455 PURSUANT TO THE CANNABIS REGULATION ACT OF 2021.
456

457 Director Justice explained and provided a summary of the proposed Ordinance

458 that was approved for advertisement last month. Identified the proposed changes
459 on page 97, under the Cannabis table, the cultivation, retail sale & consumption
460 areas have been changed to "P" for permissive, they were "C" for conditional.
461 Director Justice described other components and requirements associated with
462 the proposed Ordinance along with the State's Regulation Act.
463

464 **Mayor Lopez asked for a motion.**

465 **MOVED:** **Trustee Pacheco moved to defer this item to a**
466 **later date.**

467 **SECONDED:** **Trustee Lewis**
468

469
470
471 Discussion:

472
473 Trustee Lewis stated, I would like to see it cleaned up a little bit brought back
474 next month before we advertise it, I just want to make sure we have it right.
475

476 Mayor Lopez commented, I would like to see us take action sometime within 30
477 days, and preferably two weeks from tonight. What are the thoughts of the
478 Governing Body about having a special meeting on Wednesday September 22 to
479 hear this and have only Cannabis on the agenda and have some other folks give
480 us some information that we may not have seen or do not even know?
481

482 Trustee Pacheco responded, my only concern is, will we have all the information
483 by then? I feel like you know there's still lots of pieces falling. I just want to make
484 sure that we are voting on something that's going to be best for the Village.
485

486 Mayor Lopez asked, Director Justice, how long can we actually take, what risk
487 are we running into with us not making decisions within say within 30 days?
488

489 Director Justice replied, the main thing is that the state is moving to issue
490 licenses, we want to be on the forefront of it. If we are going to have regulations,
491 we should have them in place before anyone tries to get a license.
492

493 Attorney Winter stated, I think there is a window of opportunity here for you to
494 receive more information, this is a 177-page Act. There's at least 50 pages of
495 regulations that have dropped in the last two weeks. Things are changing, things
496 are moving, but what we run the risk of is and why you should act within the next
497 30 days is that you don't want to grandfather anybody in right now. The Act
498 clearly prohibits you from relocating somebody once they've gotten a space, so
499 you know, time is of the essence, but I think you have the time.
500

501 Director Justice provided further clarification regarding commercial and
502 residential activity.
503

504 Trustee Riccobene stated, I'm certainly good with the 30 days and recommend
505 that we that we reach a decision in our October meeting.

506
507 Trustee Rael also commented, I agree, we should have an informational meeting
508 in two weeks, and then we can decide what we want in 30 days or at the October
509 meeting.

510
511 **Randy McKee, 749 Chavez Road NW, Los Ranchos**

512 Thanked the Trustees for taking the time to understand the impact that this is
513 going to have on the Village. I'm not clear on prohibiting the use of the AC zoning
514 for growing and production of marijuana/Cannabis?

515
516 *Director Justice replied, that to be consistent anything that we allow/not allow in*
517 *the A1 Zone would be allowed/not allowed in the AC Zone and clarified in the*
518 *Ordinance.*

519
520 **Mel Eaves, 721 Chavez Road NW, Los Ranchos**

521 Would also like to thank the Board for deferring this matter, I have been working
522 very hard on this issue. I did not see these amendments until the meeting. Linda
523 Trujillo, Superintendent with the Department of Licensing said it would be 90
524 days from the September 1 date on which applications can be filed. So, I think
525 you have time to do what you are talking about and I would ask that you submit a
526 draft to the public as soon as possible so we have a chance to participate in
527 analyzing the language.

528
529 **Camille Varoz, 427 El Paraiso Road NW, Los Ranchos**

530 Thank you, Trustee Pacheco, for initiating the deferment. I would hope that you
531 look at the maps where the neighborhoods really are, because there's a lot of
532 areas where the possibility of commercial zoning could take place and still impact
533 neighborhoods.

534
535 **Loretta Chavez Smith, 536 Chavez Road, Los Ranchos**

536 Thank you, Commissioners, for wanting to defer this. I have a problem, let me
537 restate this, Miss Tiffany, with the changes that you were proposing, let me get
538 this understood and be straight, not allowing commercial growth of cannabis in
539 residential areas is that correct? I ask that you please take a really good hard
540 look at this ordinance.

541
542 *Director Justice replied that is correct, the version in the packet does remove the*
543 *prohibition of Cannabis in residential areas.*

544
545 **Kim Sanchez Rael, 8712 Rio Grande Blvd NW, Los Ranchos**

546 I joined the Cannabis industry about four years, at the time I had the historical
547 misconceptions, there are a lot of misconceptions about the dangers and the
548 scariness of what we grew up with and the Cannabis industry. I do want us to
549 have smart thoughtful regulation in the Village that is compliant with State law

550 that supports responsible growers and manufacturers and ultimately supports the
551 public and public safety. It is a very professional industry; it's also the most
552 regulated industry and I think you're doing the right thing to be very thoughtful
553 about this policy change.

554
555 Written Comment submitted via email:

556
557 **Daniel Gay, 8209 Guadalupe Trail NW Unit B, Los Ranchos**

558 This proposed change is trying to create a solution to a problem that doesn't yet
559 exist. In my opinion, most of the reasons given to support these proposed
560 changes are vague and are based on an assumption, not facts. I support
561 regulatory compliance, but we need to be able to understand and evaluate our
562 risks to prepare adequate compliance standards for our Village. I am not implying
563 that Ordinance 273 is perfect, and I can see where some changes need to be
564 made to comply with New Mexico HB2 Cannabis Regulation Act but, please don't
565 rush to adopt an ordinance that doesn't directly benefit Village of Los Ranchos
566 residents. Adopting this proposed ordinance as it is written at this time could
567 create other problems, specifically for Village residents in agricultural/residential
568 zoned properties. properties.

569
570 **Mayor Lopez asked Trustee Pacheco if she would like to amend the motion.**

571
572 **AMENDED MOTION:** Trustee Pacheco restated her motion to “defer the
573 item to a later date after we have more discussion
574 between us”.

575
576 Trustee Lewis responded; I would definitely like to
577 see it on our agenda next month. Trustee Pacheco
578 can you amend your motion to state “revisit it on
579 next month's agenda”?

580
581 **AMENDED MOTION:** Trustee Pacheco I will make a motion to move this
582 item to the next Trustee meeting in October 2021.

583 **SECOND:** Trustee Lewis

584
585 **ROLL CALL VOTE:** Trustee Rael-Yes
586 Trustee Lewis-Yes
587 Trustee Pacheco-Yes
588 Trustee Riccobene-Yes

589 **CARRIED:** Motion Passed 4-0

590
591
592 D. DISCUSSION AND APPROVAL TO ADVERTISE ORDINANCE NO.
593 283; AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE
594 VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO
595 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021.

596 Administrator Simon and Attorney Winter summarized the process of the
597 preparing the Bond.

598
599 **Mayor Lopez asked for a motion.**

600
601 **MOVED:** Trustee Rael moved to approve Ordinance No.
602 **283.**

603 **SECONDED:** Trustee Lewis

604
605 Discussion:

606
607 **Joe Craig, 505 Calle Del Pajarito NW, Los Ranchos**

608 It looks like to refund this bond, it's going to cost us \$200,000.00, I don't see
609 anything that indicates the savings of the refinance of the \$1.8 million dollars.

610
611 *Administrator Simon replied that the \$200,000.00 is the savings.*

612
613 Joe Craig said according to the packet you are refunding \$1.8 million dollars, in
614 other words we are paying bond counsel \$200,000.00 to refund this, but I don't
615 see the savings in the interest rates.

616
617 *Attorney Winter clarified that this is a refinancing, Mr. Harrigan presented this*
618 *several months ago, and demonstrated over \$200,000.00 in savings. You are*
619 *reducing debt costs and saving the taxpayers \$200,000.00.*

620
621 Joe Craig replied that the way this is presented, I do not any see any benefit to
622 the Village.

623
624 *Mayor Lopez commented that we did receive a detailed presentation from Erik*
625 *Harrigan and Attorney Nann Winter has represented us throughout the process*
626 *and I don't believe that your observation of this is correct.*

627
628 *Trustee Lewis suggested that Mr. Craig go back and look at the June packet, he*
629 *can look at the presentation that was provided to the Board.*

630
631
632 **AMENDED MOTION:** Trustee Rael corrected his motion to indicate
633 "Move to approve the advertisement of Ordinance
634 No. 283."

635
636 **SECOND:** Trustee Lewis confirmed seconding the motion as
637 corrected.

638
639 **ROLL CALL VOTE:** Trustee Rael-Yes
640 Trustee Lewis-Yes
641 Trustee Pacheco-Yes

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Trustee Riccobene-Yes
Motion Passed 4-0

CARRIED:

E. IN ACCORDANCE WITH THE VILLAGE OF LOS RANCHOS 2013
CODIFIED ORDINANCES CHAPTER 9; §9.2.2 PLANNING AND
ZONING COMMISSION.

(A) MEMBERSHIP: THE COMMISSION SHALL CONSIST OF
SEVEN (7) MEMBERS WHO SHALL BE APPOINTED BY THE
MAYOR WITH THE ADVICE AND CONSENT OF THE MEMBERS
OF THE GOVERNING BODY.

- 1) **SHELLEEN SMITH**

Director Justice explained that Ms. Smith’s willingness and interest to serve on
the Commission.

MOVED:

**Trustee Pacheco moved to approve Shellen Smith
as a new Planning and Zoning Commissioner.**

SECONDED:

Trustee Rael

Discussion:

Trustee Lewis wanted to know who vetted her, what impressed you, and why she
would be a good Planning and Zoning Commissioner?

Mayor Lopez, Administrator Simon, and Director Justice provided their feedback
on Ms. Smith’s prior experience on a planning and zoning commission in another
community.

ROLL CALL VOTE:

Trustee Rael-Yes
Trustee Lewis-Yes
Trustee Pacheco-Yes
Trustee Riccobene-Yes

CARRIED:

Motion Passed 4-0

13. TRUSTEE INFORMAL DISCUSSION

Trustee Rael:

- The Board should consider scheduling the Special Meeting in two weeks to
receive as much information as we can on the Cannabis issue.

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Trustee Lewis:

- Will not be available the 22nd or the 29th, the proposed dates for a special meeting.

Trustee Pacheco:

- Will be available on the 22nd, but not the 29th
- A resident talked to me about the lights on 4th Street, not complaining that they need to be turned off completely, or turned off early in the evening, but if there is a way to dim the lights or turn them off later in the evening.
- Overgrowth of some trees on Rio Grande headed south, right before Chavez, the trees are blocking the stop sign.
- Make a recommendation or bring up for discussion for the Village to consider selling the Schulte House or look for some monies outside to get it up to par to use it or move it.

Trustee Riccobene:

- None

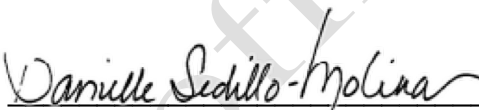
14. ADJOURNMENT

The meeting was adjourned by Mayor Lopez at 9:38 p.m.

Seconded by Trustee Lewis

Motion carried 4-0

Unofficial Minutes submitted by:



Danielle Sedillo-Molina, Clerk

7. DEPARTMENTAL REPORTS

- A. MAYOR'S REPORT**
- B. ADMINISTRATOR'S REPORT**
- C. AGRI-NATURE CENTER REPORT**
- D. PLANNING & ZONING DIRECTOR'S REPORT**
- E. PROJECT MANAGER'S REPORT**
- F. PUBLIC SAFETY LIAISON'S REPORT**



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON



....
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Mayor Donald T. Lopez
Mayor's Report

- On September 17, 2021 an exceptionally successful Middle Rio Grande Levee Safety workshop was held at Village Hall with over 25 (approximate) key Stakeholder participants. Included in the Stakeholder participation was US NM House of Representative Melanie Stansbury and her top staff, top staff from US NM Senator Martin Heinrich, & US NM Senator Ben Ray Lujan, respectively. As Mayor, I made a carefully prepared presentation to the audience about my knowledge of the Middle Rio Grande Levees, their potential worsening condition and discussed opportunities to mitigate the problem of a future flood endangering The stability of the existing levees. My overall recommendation is to assist with funding and technical expertise in working with the US Army Corps of Engineers Albuquerque District, Bernalillo County, The City of Albuquerque, Middle Rio Grande Conservancy District & potentially other stakeholders. Representative Stansbury advised all stakeholders she would be a strong advocate for federal funding to reconstruct to modern standards the Levees that currently protect the Village of Los Ranchos western boundary for about 3 miles, the City of Albuquerque's entire Valley and of course County areas that could be endangered by a failure of the Levees. This Levee mitigation project could ultimately cost over 100 million dollars and must be supported by considerable funding from the Federal Government.
- The Village of Los Ranchos budget continue's to get stronger as noted in our Village September 30, 2021 Cash report. Our ending cash balance as of September 30 is \$7,930,101 with an increase in one month of \$99,593. Additional significant revenues for this FY are the NMDOT funding approved by the NMDOT Highway Commission of \$712,000 which the Village will use for final design of the future 4th street revitalization. Another potential revenue source for FY 2023/2024 could be the Transportation Alternatives Program application the Village submitted on September 30, 2021 for the Chavez road multiuse trail. I must note the Grant application for the Chavez Road Multiuse trail is the best application document I have ever seen from the Village staff. I personally want to commend our staff for an exceptional job in this Program application. The Fund request is for \$401,568.

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MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Ann Simon
Administrator's Report

COVID Protocols and Safety

The Village will be following the Governor's mask orders closely through October 15, 2021. Barring any new COVID spikes, we will begin in-person meetings in November.

Road Projects

New Coop Road projects will be funded with \$70,000 of State funds plus a local match. While the Village is only required to match \$23,000 we have budgeted \$145,000 so we will likely do the following projects in the next two years:

Crack seal: Rio Grande (Montano to 9001)	\$70,000
Crack seal: 4th Street (south of Schulte)	\$30,000
Striping: Ortega	\$ 3,000
Striping: Rio Grande	\$25,000

With remaining funds we will identify critical road projects from our Road CIP.

Agri-Nature Center Improvements

BHI has given us a design for a new entry and modified roadway into the Agri-Nature Center. The roadway will require the removal of the Schulte House and a slight modification of the raised bed area. It will provide for multiple handicap parking spaces, and give us room to develop a teaching plaza and outdoor classroom, and put new fields into production on either side of the roadway. We are using capital outlay funds for this redesign.

Village Center—Tenant Issues

Eleven of the fourteen mobile home tenants have either moved out of their home or removed their trailer altogether. Of the remaining three, two intend to take their trailers, and the last one is working on a title transfer to the Village, but did move out on September 30th.

We assisted two tenants behind in their rent with applications to the Bernalillo County Rent Assistance Program. If approved, the grant will cover any rent in arrears.

The tenants of the storage facility will be out by October 31st.
The tenants of the shopping center will be out by the end of the year.

Village Center--Development

We are working with Palindrome on multiple issues including drainage issues, the traffic impact study, and other issues.

Biz/Economic Development/Agritourism

The Village helped to organize and advertise a Sidewalk Sale event on 4th Street during the two weekends of Balloon Fiesta. We hope to see the Sidewalk Sale become an annual Fall event. We will help to market the Holiday Stop & Shop on our website and in the Vision.



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
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TOM RICCOBENE

DEPARTMENTAL REPORT

Joshua O'Halloran
Agri Nature Center

- Held the Los Ranchos Farm Bike Tour with 7 participants on September 9th. On the tour we visited Thank and Trust Farm, Loose Leaf Farm, SAOL Agriculture Solutions, Vida Verde Farms, and Big Jim's Farm.
- Held the third and final session of the Beekeeping workshop at the Center on September 9th with help of local beekeeper Steven Hall.
- On September 15th we held the Ag Committee meeting where we discussed the Tree Plotter Program and Grandpa's Community Farm.
- Held a Livestock and Rotational Grazing workshop at the Ag Center on September 16th. Los Ranchos resident and farmer John Edward led the workshop.
- 65 gallons of 2021 wine were delivered to Kelly Jo Designs by Wine to finish secondary fermentation in their steel drums. The wine is estimated to be done around Summer of 2022.
- On September 30th held a workshop on Local Economic Development led by Roy Montibon. The focus was on Los Ranchos and how to attract people and businesses.
- 5 more sheep were brought to the Ag Center to be reunited with their herd. They were originally part of Trujillo's herd but were grazing on another plot of land. Now that they are reunited, we have 10 sheep on the property.
- Joshua attended the Fall Outdoor Economic Development conference in Farmington and spoke on an agritourism panel. The conference was from September 29th through October 1.
- On October 5th we held an Apple cider pressing for a local homeschool group. We had about 40 people attend and the group was able to take fresh apple cider home with them.
- We purchased a large sprinkler (rain gun) and ran almost 700 ft of pipe to get water to the East fields. We then planted cover crops on field 4 and ancient grains (spelt and Sonoran wheat) on field 6. We watered them in with the rain gun and they are starting to emerge.
- Farm Camp returned to the Ag Center on October 7th and 8th. The kids learned about compost and fiber arts.

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What's Happening in Los Ranchos?



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- Creating our AgriFuture Year 3 kick off meeting is scheduled for October 18th.
- Eventbrite online sales on our workshops from end of August to now is \$171. That doesn't include the revenue from cash payments which amount to \$281. In total the workshops have generated \$452.



MAYOR
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ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
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DEPARTMENTAL REPORT

Tiffany Justice
Planning & Zoning

General

- The Planning & Zoning Department is operating online and in-person meetings require appointments. Applications can be handled digitally and staff continue to be available to answer questions and process permits via phone and email.
- The Planning & Zoning Commission may meet in person in November.

Jennifer Schilling, Coordinator & Records Information Manager

- Processing building permits, parcel permits, new commercial and home-based business registrations.
- Working on Village Vision magazine.
- Working with Kiko to fine-tune the website and develop online forms, and reworking building zone review permit applications to be more clear for applicants and streamlined for records.

Thomas Sanchez, Code Enforcement Officer

- Patrolling the Village and identifying code violations. Writing first, second, and final notice of violation letters for various properties and investigating issues per complaints.
- Red-tagging construction without permits and notifying realtors to obtain parcel permits.
 - Red Tags (building without permit): 1
 - 1st Notice of Violation Letter: 10
 - 2nd Notice of Violation Letter: 2
 - 3rd Notice of Violation Letter (final): 1
 - Follow Up (sent letter, prior to follow-up date): 3
 - Investigation (per complaint, no violation confirmed): 5

Tiffany Justice, Director

- The deadline for existing short-term rentals to be grandfathered in has passed. As operations are identified they will be asked to obtain a Bed & Breakfast permit.
- Following up with online code publishing company for corrections and adding newly adopted ordinances. The searchable, non-PDF version of the code will be online soon and will replace the current ordinances webpage.
- The annual EPA MS4 permit report will be posted on the Village website for public comment for the 45-day comment period.

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What's Happening in Los Ranchos?



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Permits

Building Permits *Pending not included	September	Valuation
Commercial	Foundation Repair	\$51,000
Signs	Commercial	\$38
New Residential Construction	-	-
Residential Alterations	Addition	\$12,000
	Demolition	\$47
	Addition & Interior Remodel	\$88,000
	Reroof	\$37,000
	Demolition	\$107
Outbuildings	Pool	\$129,000
	Shed	\$9,000
	Fence	\$80
	Fence	\$40
	Fence	\$40
	Solar	\$40,000
Note: Valuation is the value of the construction per square foot multiplied by rates passed by Resolution 2012-1-2.		

Parcel Permits	September
Realtors	2
Contractors	6

Excavation/Barricade Permits	September
Barricade Only	1
Excavation & Barricade	1

P&Z Report Items/ Items for Public Hearings	September
Conditional Use	1 approved
Home Occupation	0
Major Subdivision	1 alternate summary procedure approved
Minor Subdivision	1 preliminary approved
Site Development Plan	0
Variance	1 approved
Zone Map Amendment	1 approved
Zoning Certification Letter	0

Film Permits	September	
Production Size	Issued	Total Fees
<6 people (Blanket)	-	N/A
Small	-	-
Medium	-	-
Large	-	-

6718 Rio Grande Blvd. NW Los Ranchos, New Mexico 87107

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THIRD QUARTER 2021
COMMERCIAL BUSINESS REGISTRATIONS

July 2021 – September 2021

NEW COMMERCIAL BUSINESSES

Company Name	Location Address	Nature of Retail	Opened
Royal Fitness, LLC	6601 4 th Street NW	Gym	July 1, 2021
Tina LaTurner, MA, LPCC	6666 4 th Street NW Suite E	Counseling	July 2, 2021
L. Marie Workshop	7601 4 th Street NW	Retail	July 7, 2021
Rosalba's Cuisine	Mobile Unit	Food Truck	August 5, 2021
Honey & Hive Esthetics	7520 4 th Street NW	Esthetician	August 13, 2021
Arthur Sandoval dba State Farm Insurance	7103 4 th Street NW #5	Insurance Services	August 13, 2021
Lemon & Olive	7520 4 th Street NW Suite 5	Retail	August 31, 2021
Rayito De Sol Learning Center	333 Osuna Rd. NW	Early Childhood Education	Sept. 1, 2021
The 505 Beautician	7015 4 th Street NW	Beauty Salon	Sept. 13, 2021
Body Works 4U, LLC	1776 Montano Rd. NW	Massage Therapy	Sept. 13, 2021

CLOSED COMMERCIAL BUSINESSES

Company Name	Location Address	Nature of Business	Opened – Closed
Antique Emporium	7809 4th St. NW	Retail	2005-2021
Orange Yoga	7528 4 th St. NW	Health & Fitness	2011-2021
La Escuelita Learning Center	333 Osuna Rd. NW	Early Childhood Education	2012-2021
Nona V's Revivals	7809 4 th Street NW Suite A	Retail	2015-2021
Leilani's Café	6132 4 th Street NW	Restaurant	2018-2021
Worms Classic Vinyl	7901 4 th Street NW	Retail	2018-2019*
Bombshell Salon	7216 4 th Street NW	Cosmetologist	2018-2019*
Castle & Castle	1776 Montano Rd. NW	Attorney	2019-2021
Silk River Studio – Vintage Cowboy	7601 4 th Street NW	Retail	2019-2019*
Elysian Ltd. Co.	7528 4 th St. NW Suite D	Esthetician	2019-2020*
Above & Beyond Events	6847 4 th Street NW	Catering	2020-2021
Enve Modern Male Image	7216 4 th Street NW	Barber	2020-2020*

Business Report
 Third Quarter 2021
 Village of Los Ranchos de Albuquerque

Lustful Lash Extensions	7216 4 th Street NW	Cosmetology	2020-2020*
Pearl's Window	7601 4 th Street NW	Retail	2020-2021
Indoor Yardsale	6705 4 th Street NW	Retail	2020-2021
Hair by Savvy	7528 4 th Street NW	Hair Salon	2021-2021

TOTAL NEW COMMERCIAL BUSINESSES: 10
TOTAL CLOSED COMMERCIAL BUSINESSES: 16*

**Most owners do not report the closing of their business. Most closures are reported at the end of the calendar year during renewals, by BCFD reporting the closure upon fire inspection scheduling, or by Village staff following up on late renewals.*

THIRD QUARTER 2021
HOME-BASED BUSINESS REGISTRATIONS
 July 2021-September 2021

NEW HOME-BASED BUSINESS REGISTRATION

Company Name	Type of Home-Based Business	Street	Nature of Business	Opened
Goeder Longer, LLC	De Minimis	Rio Grande Boulevard	Real Estate Management	2021
JR Glass & Mirror	De Minimis	Mullen Road	Window Replacements	2021
Stellar Estate Services	De Minimis	Los Ranchos Road	Estate Sales Management	2021
Tend Craft, LLC	De Minimis	Mullen Road	Graphic Design	2021
Cozy Casitas, LLC	B&B	Edgewood Drive	Short-Term Rental*	2021
Cassandra Mae Holmes	B&B	Guadalupe Trail	Short-Term Rental*	2021
Ann's AirBNB	B&B	Green Valley Road	Short-Term Rental*	2021
Casa del Sol	B&B	Edgewood Drive	Short-Term Rental*	2021

TOTAL NEW HOME OCCUPATIONS: 8
TOTAL KNOWN CLOSED HOME OCCUPATIONS: 0**

**Bed & Breakfast (Short-Term Rental) approvals began in September 2021*

***Most owners do not report the closing of their business. Most closures are reported at the end of the calendar year during renewals.*



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PROTEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

María G. Rinaldi
Capital Projects Manager

Fourth Street Revitalization:

On Monday, October 11th, Bradbury crews will begin work on the necessary ADA improvements to the Promenade area from Green Valley to Tyler Rd. as approved in Change Order #30. A work zone with a lane switch will be in place until the work is completed on Friday, the 15th. The work includes:

- Construct 4' wide sidewalk between locations 2 and 3 to serve location 3 with existing public ramp at location 2
- Reconstruct public ramp to provide required ADA landing area
- Move handrail on public ramp from the north to the south length of the ramp
- Indicate edge of seat wall with reflective tape throughout the promenade
- Reorient benches to sidewalk access (currently fronted by crusher fines)

Please refer to the 4th St status report presented at the BOT meeting August 18th for all other items of the punch list addressed under this change order (CO#30).

Contract status this reporting period: CO#30 approved by NMDOT for punch list ADA improvements. The contract is now on a time and materials basis as it's impossible to estimate an ending date.

Contract Amount \$7,438,480.00 (approximate/excluding GRT paid by Village)

Paid to date \$7,263,000

Balance to completion \$142,500.00 (approximate/excluding GRT)

*Pending final change order for final quantities as built (anticipate a credit to the Village).

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Preliminary Engineering Phase of 4th Street Revitalization (Pueblo Solano to Ortega)

Design/Engineering funding: NMDOT State Road fund \$480,000.00/Phase 1 balance of approx. \$300,000.00/ 2021 Legislative Appropriation \$250,000.00./NMDOT Transportation Project Funds (TPF) \$750,000.00

Construction funding: Federal Covid Relief Funds \$1,000,000.00 available in 2024

- BHI is the engineer of record with a fee of \$474,180.00 to reach 30% design drawings, 30% drainage, and completion of all preliminary engineering tasks. The completion date is February 28, 2022. To date they have completed the geotechnical report (currently under staff review), topo survey, made significant progress on the right-of-way and utility surveys, and they have begun work on the drainage analysis/report.
- BHI has been reviewing preliminary design alternatives with staff. El Pueblo Road and 4th Street is the only intersection left under consideration for a round about as all others lack the necessary right-of-way.
- NMDOT Transportation Project Funds and the legislative appropriation will be accepted by BOT as resolutions 2021-10-01 and 2021-10-02 at the October BOT meeting.
- We have submitted a Notice of Intent to apply for funding from FEMA through the Building Resilient Infrastructure and Communities (BRIC) program for the drainage portion of 4th St. Phase 2. The application is in development

Agri-Nature Center Improvements:

A professional services letter is in place with Insite Works in the amount of \$27,500 for design revisions to the master plan, design development drawings (basis for final construction drawings), cost estimates, and coordination of survey and engineering services.

Bohannan Huston, Inc. (under the Retainer Services Agreement) has been issued a task order in the amount of \$32,000.00 for the engineering of the entrance and roadway improvements and we have received approval from the State to obligate this amount against the 2020 legislative appropriation.

Conceptual renderings of roadway and parking improvements have been completed by staff and Insite Works. The engineering phase and construction cost estimating will now begin with Bohannan Huston, Inc.

Funding for next phases of Improvements to include construction of roadway improvements:

- 2019 Legislative Appropriation in the amount of \$250,000 (includes \$2,500 for Art in Public Places).
- 2020 Legislative Appropriation in the amount of \$212,000.
- Reauthorization of 2018 Legislative Appropriation of \$41,000

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Village Center Project: (Development Agreement approved September 2020)

We continue to meet with the developer and his project team. Palindrom submitted their Master Plan in August for our review. Staff is currently working through traffic analysis results and proposed drainage plans. An update by Palindrome will be on the October BOT agenda.

Roadway Improvements Project

The FY21 Co-op project of crack seal and/or striping of portions of El Pueblo, Osuna/Chavez, Garduño, Ranchitos, Los Ranchos, and Green Valley is complete pending final payment to Highway Supply for the striping portion.

The FY22 Co-op project has now been scoped as follows:

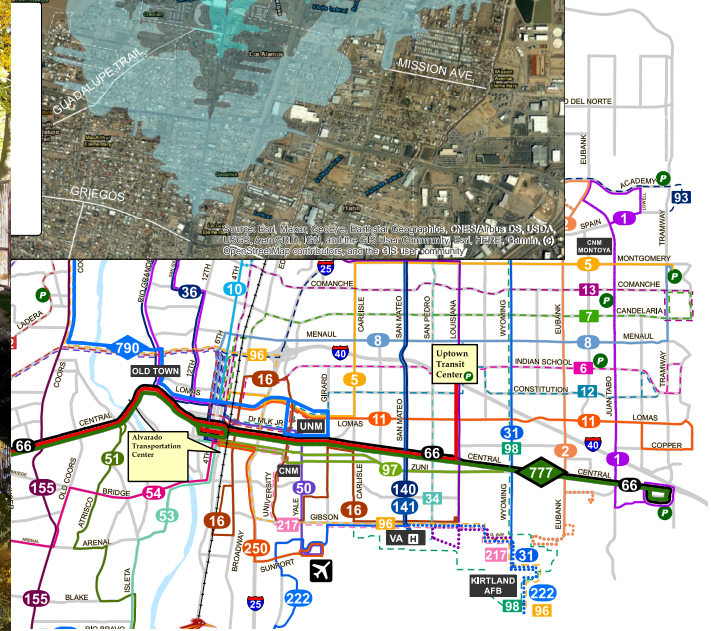
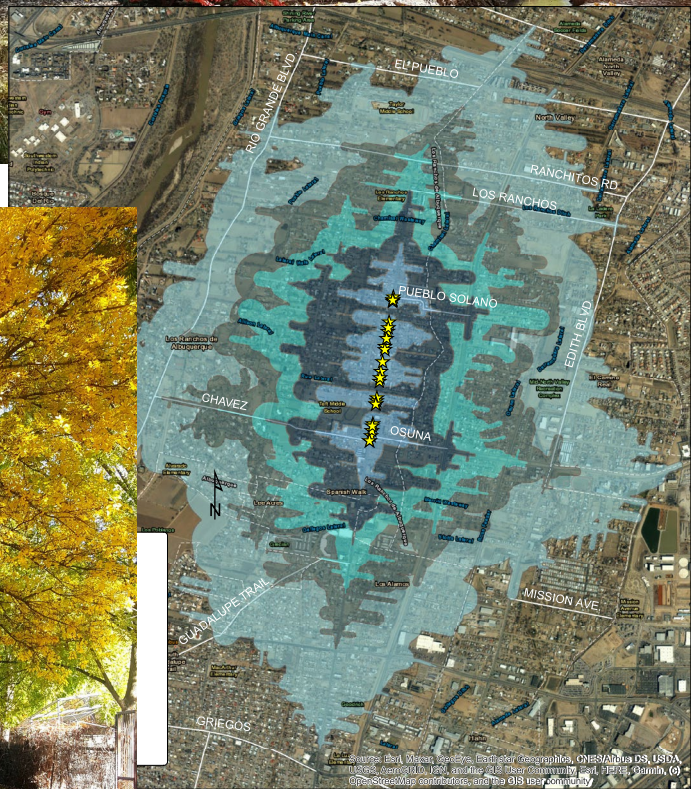
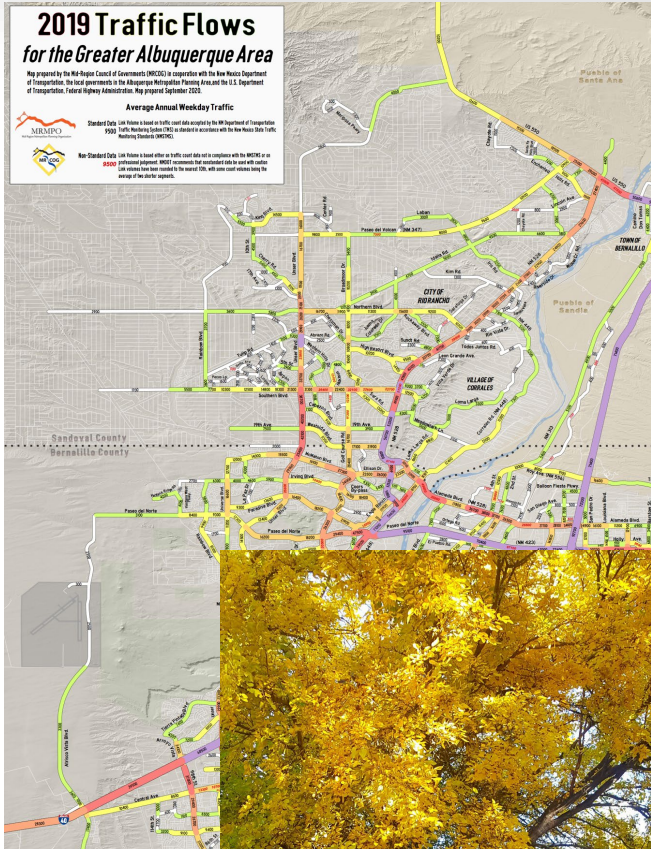
Road	Crack Seal Cost	Striping Cost	Total
4 th Street	\$29,276.72	\$ 9,422.27.	\$38,698.99
Rio Grande Blvd	\$70,935.61	\$22,836.97.	\$93,772.58
Ortega Road	\$25,903.18	\$ 2,872.34	\$28,775.52

Total Project Cost: \$161,247.09
NMDOT Dept. Share \$70,000.00
Village of Los Ranchos \$91,247.09

Other:

- An application for TAP (transportation alternative program) to NMDOT for funding of the plan/design/right-of-way of the Chavez Multiuse Trail was submitted on September 30th. The cover page is attached to the report and the full application is available.
- Participating in the planning/scheduling of additional roadway improvements on Village roads.
- Continue monitoring/responding to requests for information/reporting on State website for legislative appropriations, including CPMS (State of New Mexico Capital Projects Monitoring System) reporting.
- Reviewing potential transportation/stimulus funding programs.

Village of Los Ranchos de Albuquerque Transportation Alternatives Program Application For Federal Fiscal Years 2023/2024 Chavez Road Multiuse Trail





MAYOR
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ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Fred Radosovich
Public Safety Report

Meetings

- Contact with Village Staff to include, Mayor, Maria, Keen, Ann and Dominic weekly though out the month. Weekly contact with BCSO, Village Staff Meetings
- Board of Trustee Meeting, Planning and Zoning Meeting
- Captain Chris Romero, North Valley Commander-phone, and Email
- Lieutenant Lance Longhi, Night Shift Commander BCSO-Phone and E-mail
- Levee Tabletop exercise planning meeting
- Ann-Updates

Citizen Issues

- None

Other Issues

- COVID-19 issues, DOH Weekly Briefings
- Reviewing facility rentals
- LR Guns Burglary

Bernalillo County Sheriff's Office-August 2021

Total Calls- 599

30- alarms calls, 5-auto burglaries, 3- auto thefts, 4- burglary, 8- larceny, 16- crashes, 40- disturbances, 25- suspicious persons/vehicles, 3- vandalism, 70-traffic stops, and 142- welfare checks.

Traffic Stops- 36 on 4th street, 10 on north 4th street, 2 on Rio Grande and 22 on other roads in the Village

8. FINANCIAL BUSINESS

**A. DISCUSSION AND APPROVAL OF CASH REPORT-
SEPTEMBER 2021**

Village of Los Ranchos de Albuquerque Cash Report Summary

Cash Report for the month of September 30, 2021.

Ending cash balance at September 30, 2021 is \$7,930,101.81, which is an increase of \$99,593.23, for this month.

YTD excess of revenues over expenditures is \$734,692.65.

Unusual or Significant Items

General Fund-Agricultural Enterprises-Supplies-page 11, **(\$9.31)**, credit balance due to receiving a refund from a returned product purchased in the prior month that cost more than the total of supplies purchased in September.

Law Enforcement Protection Fund-Law Enforcement Grant-page 17, \$20,000, this is the disbursement from the State of New Mexico for the FY22 LEPF Grant that we use to help BCSO purchase certain equipment and supplies.

Check Register:

Payments to some of the trailer park residences that have either vacated the space or released title of trailer to us giving us ownership can be seen in the following checks: Adalberto Domiguez check #0594 for \$3,000.00; Alejandra Ramierz-Ornelas check #0597 for \$10,000.00, Cesraio Gutierrez check #0596 for \$10,000.00, Jesus Espino-Parra check #0598 \$10,000.00 and Jose Saenz-Espino #0600 \$10,000.00.

Village of Los Ranchos de Albuquerque
Cash Balance Summary by Fund
for the Fiscal Year Ending June 30, 2022
as of September 30, 2021

	<i>Beginning Cash Balance</i>	<i>Excess/(Deficiency)</i>	<i>Ending Cash Balance</i>
101 General Fund	\$ 4,731,575.35	\$ 384,398.19	\$ 5,115,973.54
201 Correction	\$ 900.00	\$ -	\$ 900.00
206 Emergency Medical Service Fund	\$ -	\$ -	\$ -
209 Fire Protection Fund	\$ 29,049.40	\$ -	\$ 29,049.40
211 Law Enforcement Protection Fund	\$ -	\$ 20,000.00	\$ 20,000.00
216 Municipal Street Fund	\$ 566,352.24	\$ 42,914.83	\$ 609,267.07
260 American Rescue Act Fund	\$ -	\$ 706,440.66	\$ 706,440.66
299 Special - Other Funds	\$ 18,230.83	\$ 4,301.39	\$ 22,532.22
311 Capital Project Infrastructure	\$ 466,173.61	\$ (148,928.87)	\$ 317,244.74
312 Capital Project Buildings	\$ (5,403.98)	\$ (9,587.24)	\$ (14,991.22)
380 Purchase Real Property Reserve Fund	\$ 459,238.25	\$ -	\$ 459,238.25
399 Capital Project - Other	\$ 31,111.81	\$ -	\$ 31,111.81
401 General Obligation Bonds	\$ -	\$ (264,846.31)	\$ (264,846.31)
410 General Obligation Bonds Reserve Fund	\$ 833,310.79	\$ -	\$ 833,310.79
505 Agri-Nature Center Farm Camps	\$ 64,870.86	\$ -	\$ 64,870.86
	\$ 7,195,409.16	\$ 734,692.65	\$ 7,930,101.81

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
Revenues								
Franchise taxes	31100	27,917.00	26,358.63	(1,558)	335,004.00	335,004.00	112,006.74	33.43%
Munic gross receipts taxes	31250	93,578.00	140,771.80	47,194	1,211,911.00	1,211,911.00	372,535.45	30.74%
State share gross receipts taxes	32410	113,165.00	170,235.68	57,071	1,465,566.00	1,465,566.00	443,811.47	30.28%
Animal permit fees	33100	31.00	0.00	(31)	372.00	372.00	60.00	16.13%
Building permit fees	33300	2,940.00	1,803.96	(1,136)	35,280.00	35,280.00	10,112.36	28.66%
Excavation/barricade permits	33350	777.00	270.00	(507)	9,324.00	9,324.00	695.34	7.46%
Business registration fees	33400	90.00	280.00	190	11,350.00	11,350.00	1,078.61	9.50%
Parcel permit fees	33450	225.00	225.00	0	2,700.00	2,700.00	1,246.66	46.17%
Liquor license fees	33500	0.00	0.00	0	2,500.00	2,500.00	2,750.00	110.00%
Home occupation fees	33910	450.00	0.00	(450)	5,400.00	5,400.00	200.00	3.70%
Application fees	34010	500.00	594.84	95	6,000.00	6,000.00	1,479.11	24.65%
Los Ranchos merchandise	34880	0.00	0.00	0	0.00	0.00	20.00	0.00%
LR Newsletter advertising revenue	34990	1,646.00	7,515.34	5,869	19,752.00	19,752.00	14,205.67	71.92%
Miscellaneous revenue	34991	572.00	25.00	(547)	6,868.00	6,868.00	3,489.59	50.81%
Corrections Fee	35005	58.00	0.00	(58)	232.00	232.00	40.00	17.24%
Judicial education fee	35008	6.00	0.00	(6)	24.00	24.00	6.00	25.00%
Court automation fee	35015	12.00	0.00	(12)	48.00	48.00	12.00	25.00%
Municipal court fines	35020	50.00	0.00	(50)	200.00	200.00	100.00	50.00%
Insurance recoveries	36020	0.00	0.00	0	0.00	0.00	1,826.66	0.00%
Investment income	36030	200.00	209.59	10	2,400.00	2,400.00	598.84	24.95%
Film Permit Fees	36040	0.00	0.00	0	0.00	0.00	2,512.09	0.00%
Rent income storage units	36070	10,007.00	9,649.00	(358)	39,019.00	39,019.00	29,461.50	75.51%
Land rent	36075	7,865.00	0.00	(7,865)	94,380.00	94,380.00	16,335.00	17.31%
Trailer park rent	36077	0.00	0.00	0	325.00	325.00	0.00	0.00%
Property rental income	36079	5,000.00	3,640.87	(1,359)	20,000.00	20,000.00	15,418.11	77.09%
Sale of recycling materials	36090	0.00	0.00	0	0.00	0.00	8.00	0.00%
Small cities assistance grant	37180	0.00	0.00	0	190,000.00	190,000.00	0.00	0.00%
		265,089.00	361,579.71	96,491	3,458,655.00	3,458,655.00	1,030,009.20	29.78%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund							
0100 - Executive Legislative							
Department Expenditures							
Wages-Elected Official	41010	1,523.08	1,523.08	0	15,000.04	15,000.04	3,369.24 22.46%
Wages-Full Time	41020	9,200.01	9,400.00	(200)	111,918.12	111,918.12	27,800.00 24.84%
FICA Regular	42010	632.90	676.69	(44)	7,986.99	7,986.99	1,930.87 24.18%
FICA Medicare	42020	148.02	158.26	(10)	1,867.94	1,867.94	451.58 24.18%
Retirement Contributions	42030	1,636.45	1,636.46	(0)	21,543.85	21,543.85	4,909.38 22.79%
Health Care	42050	1,176.67	0.00	1,177	14,120.05	14,120.05	48.53 0.34%
Mileage Reimbursement	43010	640.00	0.00	640	3,233.00	3,233.00	263.20 8.14%
Per Diem (Meals, Lodging, etc)	43020	500.00	0.00	500	8,135.00	8,135.00	0.00 0.00%
Employee Training	47040	800.00	1,040.00	(240)	1,635.00	1,635.00	1,115.00 68.20%
Subscriptions & Memberships	47140	400.00	2,350.25	(1,950)	13,450.00	13,450.00	13,512.25 100.46%
Total Department Expenditures		16,657.13	16,784.74	(128)	198,889.99	198,889.99	53,400.05 26.85%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	<u>Account No.</u>	<u>Current Period</u>			<u>Year - to -Date</u>				
		<u>Current PTD Budget</u>	<u>Cash Basis PTD Actual</u>	<u>Current PTD</u>	<u>2021/2022 Original</u>	<u>2021/2022 Revised</u>	<u>Cash Basis YTD Actual</u>	<u>% of Total Budget</u>	
101 - General Fund									
0200 - Judicial									
Department Expenditures									
	Wages-Elected Official	41010	300.00	100.00	200	1,200.00	1,200.00	100.00	8.33%
	Wages-Part Time	41030	569.75	413.85	156	7,415.31	7,415.31	1,343.90	18.12%
	FICA Regular	42010	47.72	31.86	16	527.91	527.91	89.53	16.96%
	FICA Medicare	42020	11.16	7.46	4	123.46	123.46	20.94	16.96%
	Mileage Reimbursement	43010	220.00	0.00	220	310.00	310.00	0.00	0.00%
	Prof. Service - Computer Support	45150	0.00	0.00	0	460.00	460.00	0.00	0.00%
	Judicial Education Fee	45895	12.00	6.00	6	48.00	48.00	9.00	18.75%
	Court Automation Fee	45900	24.00	12.00	12	96.00	96.00	18.00	18.75%
	Employee Training	47040	0.00	0.00	0	0.00	0.00	0.00	0.00%
	Subscriptions & Memberships	47140	0.00	0.00	0	250.00	250.00	0.00	0.00%
	Total Department Expenditures		1,184.63	571.17	613	10,430.68	10,430.68	1,581.37	15.16%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2021 Through 9/30/2021

	<u>Account No.</u>	<u>Current Period</u>			<u>Year - to -Date</u>			
		<u>Current PTD Budget</u>	<u>Cash Basis PTD Actual</u>	<u>Current PTD</u>	<u>2021/2022 Original</u>	<u>2021/2022 Revised</u>	<u>Cash Basis YTD Actual</u>	<u>% of Total Budget</u>
101 - General Fund								
1011 - Elections								
Department Expenditures								
	Professional Services - Election Judges 45120	0.00	0.00	0	0.00	0.00	0.00	0.00%
	Supplies 46010	0.00	0.00	0	0.00	0.00	0.00	0.00%
	Rent of Equipment & Machinery 47120	0.00	0.00	0	0.00	0.00	0.00	0.00%
	Total Department Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund								
1200 - Financial Administration								
Department Expenditures								
Wages-Full Time	41020	6,203.20	6,203.20	0	81,944.29	81,944.29	18,609.60	22.71%
Wages-Part Time	41030	369.24	369.24	0	4,800.12	4,800.12	1,107.72	23.08%
FICA Regular	42010	396.87	396.58	0	5,240.10	5,240.10	1,189.76	22.70%
FICA Medicare	42020	92.82	92.76	0	1,225.55	1,225.55	278.28	22.71%
Retirement Contributions	42030	1,103.39	1,103.40	(0)	14,575.84	14,575.84	3,310.20	22.71%
Health Care	42050	369.52	384.18	(15)	4,803.76	4,803.76	1,200.93	25.00%
Audit Fees	45010	5,355.00	5,393.75	(39)	21,036.00	21,036.00	8,630.00	41.02%
Prof. Service - Computer Support	45150	175.00	169.52	5	2,101.00	2,101.00	339.04	16.14%
Contract Svc-Bank Charges	45901	636.00	35.47	601	7,632.00	7,632.00	1,701.44	22.29%
Subscriptions & Memberships	47140	0.00	0.00	0	375.00	375.00	0.00	0.00%
Total Department Expenditures		14,701.04	14,148.10	553	143,733.66	143,733.66	36,366.97	25.30%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund								
1700 - Planning and Zoning								
Department Expenditures								
Wages-Full Time	41020	12,815.98	1,278.98	11,537	168,487.66	168,487.66	38,159.94	22.65%
Wages- Part Time	41030	1,980.00	1,078.00	902	214,740.00	214,740.00	3,696.00	1.72%
FICA Regular	42010	821.72	848.82	(27)	10,798.88	10,798.88	2,563.22	23.74%
FICA Medicare	42020	192.18	198.52	(6)	2,526.37	2,526.37	599.50	23.73%
Retirement Contributions	42030	2,493.09	2,268.24	225	32,744.58	32,744.58	6,781.96	20.71%
Health Care	42050	800.63	384.18	416	9,606.93	9,606.93	1,200.95	12.50%
Professional Services - Master Plan	45011	2,500.00	292.61	2,207	15,000.00	15,000.00	292.61	1.95%
Prof. Service - Engineers	45030	0.00	0.00	0	0.00	0.00	0.00	0.00%
EPA Stormwater Monitoring	45035	0.00	0.00	0	1,000.00	1,000.00	200.00	20.00%
Storm Water Team Participation	45040	0.00	0.00	0	6,000.00	6,000.00	6,000.00	100.00%
Const Regulation Services	45045	0.00	0.00	0	17,500.00	17,500.00	0.00	0.00%
Hazardous Mitigation Plan	45049	0.00	0.00	0	5,000.00	5,000.00	5,000.00	100.00%
Fire Inspection Services	45050	0.00	0.00	0	0.00	0.00	0.00	0.00%
Printing,Publishing,& Advert.	47080	50.00	0.00	50	1,000.00	1,000.00	0.00	0.00%
Code Enforcement	47085	7,500.00	0.00	7,500	32,000.00	32,000.00	0.00	0.00%
Subscriptions & Memberships	47140	0.00	849.50	(850)	4,330.00	4,330.00	1,203.99	27.81%
Total Department Expenditures		29,153.60	7,198.85	21,955	520,734.42	520,734.42	65,698.17	12.62%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
1840 - General Administration								
Department Expenditures								
Wages-Full Time	41020	8,186.88	8,188.08	(1)	106,964.07	106,964.07	24,391.44	22.80%
FICA Regular	42010	486.00	486.33	(0)	6,351.17	6,351.17	1,448.27	22.80%
FICA Medicare	42020	113.66	113.74	(0)	1,485.35	1,485.35	338.70	22.80%
Retirement Contributions	42030	1,456.24	1,456.46	(0)	19,026.22	19,026.22	4,338.66	22.80%
Health Care	42050	814.32	781.89	32	9,771.84	9,771.84	2,443.16	25.00%
Worker's Comp. Assessment	42080	996.00	0.00	996	384.00	384.00	0.00	0.00%
Mileage Reimbursement	43010	0.00	0.00	0	500.00	500.00	0.00	0.00%
Per Diem (Meals, Lodging, etc)	43020	400.00	0.00	400	1,600.00	1,600.00	111.28	6.96%
Maint-Building & Structure	44010	333.00	0.00	333	3,996.00	3,996.00	3,522.12	88.14%
Maint-Vehicle/furn/fixt/equip	44040	417.00	0.00	417	5,000.00	5,000.00	32.84	0.66%
Attorney Fees and Settlements	45020	10,000.00	12,917.39	(2,917)	120,000.00	120,000.00	34,639.81	28.87%
Professional Service - Computer Support	45150	6,450.00	8,645.00	(2,195)	77,400.00	77,400.00	23,500.78	30.36%
Professional Service - Water rights	45165	0.00	0.00	0	6,000.00	6,000.00	0.00	0.00%
Contract Svc-Physicals	45910	0.00	0.00	0	800.00	800.00	0.00	0.00%
Contract Svc-Temp Labor	45911	5,333.00	3,831.95	1,501	64,000.00	64,000.00	8,430.29	13.17%
Contract Services A-AAA Self Storage	45915	4,000.00	1,987.95	2,012	28,000.00	28,000.00	9,168.29	32.74%
Supplies	46010	2,000.00	949.79	1,050	27,400.00	27,400.00	5,578.65	20.36%
Miscellaneous	46090	80.00	765.13	(685)	2,460.00	2,460.00	849.57	34.54%
Employee Training	47040	262.00	75.00	187	3,544.00	3,544.00	835.00	23.56%
Insurance-Non employee	47060	0.00	0.00	0	55,104.00	55,104.00	50,842.12	92.27%
Postage & Mail Service	47070	200.00	781.00	(581)	5,700.00	5,700.00	798.60	14.01%
Printing, publishing & advertising	47080	700.00	1,291.76	(592)	8,400.00	8,400.00	2,266.36	26.98%
Printing, Pub/Advert-LR News	47081	0.00	0.00	0	35,000.00	35,000.00	4,965.49	14.19%
Rent of Equipment & Machinery	47120	1,250.00	523.22	727	15,000.00	15,000.00	2,558.16	17.05%
Subscriptions & Memberships	47140	60.00	396.00	(336)	4,884.00	4,884.00	2,068.31	42.35%
Telephone	47150	1,426.00	1,434.90	(9)	17,112.00	17,112.00	2,676.33	15.64%
Utilities	47160	4,920.00	5,272.17	(352)	59,040.00	59,040.00	13,123.40	22.23%
Workers' Compensation Insurance	47210	0.00	0.00	0	20,538.00	20,538.00	10,344.76	50.37%
Total Department Expenditures		49,884.10	49,897.76	(14)	705,460.65	705,460.65	209,272.39	29.66%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2021 Through 9/30/2021

	<u>Account No.</u>	<u>Current Period</u>			<u>Year - to -Date</u>			
		<u>Current PTD Budget</u>	<u>Cash Basis PTD Actual</u>	<u>Current PTD</u>	<u>2021/2022 Original</u>	<u>2021/2022 Revised</u>	<u>Cash Basis YTD Actual</u>	<u>% of Total Budget</u>
101 - General Fund								
1920 - Police								
Department Expenditures								
Contract services - Public safety	45904	1,667.00	1,539.93	127	20,004.00	20,004.00	2,939.87	14.70%
Total Department Expenditures		1,667.00	1,539.93	127	20,004.00	20,004.00	2,939.87	14.70%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund								
1960 - Public Facilities								
Department Expenditures								
Wages-Full Time	41020	13,168.88	13,470.40	(302)	167,077.66	167,077.66	40,075.20	23.99%
Wages-Temporary	41040	0.00	0.00	0	5,600.00	5,600.00	0.00	0.00%
FICA Regular	42010	721.49	761.29	(40)	9,549.72	9,549.72	2,263.06	23.70%
FICA Medicare	42020	168.74	178.04	(9)	2,068.43	2,068.43	529.25	25.59%
Retirement Contributions	42030	2,342.41	2,396.06	(54)	29,718.93	29,718.93	7,128.41	23.99%
Health Care	42050	3,341.70	2,678.20	664	40,100.39	40,100.39	8,385.32	20.91%
Transportation Exp. (Gas, Oil, etc.)	43030	417.00	539.48	(122)	5,004.00	5,004.00	1,369.76	27.37%
Maint-Building & Structure	44010	750.00	2,960.67	(2,211)	9,000.00	9,000.00	3,500.01	38.89%
Maintenance - Grounds/Roadways	44030	11,750.00	141.40	11,609	67,000.00	67,000.00	36,619.25	54.66%
Maint-Vehicle/furn/fixt/equip	44040	1,667.00	1,842.62	(176)	20,000.00	20,000.00	3,987.09	19.94%
Prof. Service - Animal Control	45140	472.00	0.00	472	5,660.00	5,660.00	10.48	0.19%
Supplies	46010	3,908.00	438.37	3,470	17,196.00	17,196.00	1,254.14	7.29%
Safety Equipment	47050	0.00	89.98	(90)	1,200.00	1,200.00	89.98	7.50%
Rent of Equipment & Machinery	47120	100.00	0.00	100	1,200.00	1,200.00	0.00	0.00%
Utilities	47160	3,806.00	3,299.81	506	45,972.00	45,972.00	9,462.16	20.58%
Total Department Expenditures		42,613.22	28,796.32	13,817	426,347.13	426,347.13	114,674.11	26.90%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund								
1970- Agricultural Enterprises								
Department Expenditures								
Wages-Full Time	41020	7,728.00	7,776.00	(48)	100,464.00	100,464.00	22,934.44	22.83%
Wages-Temporary	41040	1,950.00	1,361.25	589	16,575.00	16,575.00	3,941.25	23.78%
FICA Regular	42010	931.89	524.50	407	10,654.83	10,654.83	1,554.25	14.59%
FICA Medicare	42020	217.77	122.66	95	2,489.61	2,489.61	363.50	14.60%
Retirement Contributions	42030	1,374.62	1,383.16	(9)	17,870.06	17,870.06	4,115.32	23.03%
Health Care	42050	1,576.99	1,896.51	(320)	20,500.85	20,500.85	5,449.87	26.58%
Transportation Exp. (Gas, Oil, etc.)	43030	42.00	0.00	42	504.00	504.00	0.00	0.00%
Maint-Building & Structure	44010	125.00	0.00	125	1,500.00	1,500.00	106.44	7.10%
Maintenance - Grounds/Roadways	44030	250.00	1,092.27	(842)	3,000.00	3,000.00	1,092.27	36.41%
Maint-Vehicle/furn/fixt/equip	44040	84.00	0.00	84	1,000.00	1,000.00	0.00	0.00%
Supplies	46010	916.00	(9.31)	925	11,000.00	11,000.00	676.41	6.15%
Agricultural Program Support	46020	830.00	0.00	830	10,000.00	10,000.00	787.00	7.87%
Safety Equipment	47050	0.00	0.00	0	5,000.00	5,000.00	0.00	0.00%
Rent of equipment & machinery	47120	150.00	0.00	150	500.00	500.00	0.00	0.00%
Utilities	47160	1,000.00	786.00	214	12,000.00	12,000.00	2,357.33	19.64%
Total Department Expenditures		17,176.27	14,933.04	2,243	213,058.35	213,058.35	43,378.08	20.36%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund							
2000 - Fire							
Department Expenditures							
IGA for Fire Protection & EMS Services 45928	0.00	0.00	0	453,200.00	453,200.00	113,300.00	25.00%
Total Department Expenditures	0.00	0.00	0	453,200.00	453,200.00	113,300.00	25.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund							
Summary of General Fund Revenues and Expenses							
Beginning cash and cash equivalents	4,699,055.42	4,888,263.74	189,208	4,731,575.35	4,731,575.35	4,731,575.35	
Revenues							
General Fund Revenues	265,089.00	361,579.71	96,491	3,458,655.00	3,458,655.00	1,030,009.20	29.78%
Expenditures							
Executive Legislative	16,657.13	16,784.74	(128)	198,889.99	198,889.99	53,400.05	26.85%
Judicial	1,184.63	571.17	613	10,430.68	10,430.68	1,581.37	15.16%
Elections	0.00	0.00	0	0.00	0.00	0.00	0.00%
Financial Administration	14,701.04	14,148.10	553	143,733.66	143,733.66	36,366.97	25.30%
Planning and Zoning	29,153.60	7,198.85	21,955	520,734.42	520,734.42	65,698.17	12.62%
General Administration	49,884.10	49,897.76	(14)	705,460.65	705,460.65	209,272.39	29.66%
Police	1,667.00	1,539.93	127	20,004.00	20,004.00	2,939.87	14.70%
Public Facilities	42,613.22	28,796.32	13,817	426,347.13	426,347.13	114,674.11	26.90%
Agricultural Enterprises	17,176.27	14,933.04	2,243	213,058.35	213,058.35	43,378.08	20.36%
Fire	0.00	0.00	0	453,200.00	453,200.00	113,300.00	25.00%
Total Fund Expenditures	173,036.99	133,869.91	39,167	2,691,858.88	2,691,858.88	640,611.01	23.80%
Excess/(deficiency) of revenues over expenditures	92,052.01	227,709.80	135,658	766,796.12	766,796.12	389,398.19	50.78%
Capital Expenditures							
Capital Buildings & Structures 48010	86,000.00	0.00	86,000	406,000.00	406,000.00	0.00	0.00%
Capital equipent & machinery 48020	0.00	0.00	0	37,000.00	37,000.00	5,000.00	13.51%
Capital Roadways, Bridges, & Culverts 48080	0.00	0.00	0	25,405.00	25,405.00	0.00	0.00%
Capital Improvements Other 48900	0.00	0.00	0	120,000.00	120,000.00	0.00	0.00%
Total Capital Expenditures	86,000.00	0.00	86,000	588,405.00	588,405.00	5,000.00	0.85%
Other financing sources (uses)							
Agricultural Committee Special Fund 52001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Purchase Real Property Reserve Fund 52001	0.00	0.00	0	(250,000.00)	(250,000.00)	0.00	0.00%
Law Enforcement Protection Fund 52001	0.00	0.00	0	(31,000.00)	(31,000.00)	0.00	0.00%
General Obligatoin Bonds Reserve 52001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Fire Protection Fund 52001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)	0.00	0.00	0	(281,000.00)	(281,000.00)	0.00	0.00%
Excess/(deficiency) after capital expenditures & other financing sources	6,052.01	227,709.80	221,658	(102,608.88)	(102,608.88)	384,398.19	-374.62%
Ending cash and cash equivalents	4,705,107.43	5,115,973.54	410,866	4,628,966.47	4,628,966.47	5,115,973.54	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
201 - Correction								
0200 - Judicial								
Beginning cash and cash equivalents		900.00	900.00	0	900.00	900.00	900.00	
Revenues								
Corrections fee	35005	0.00	0.00	0	0.00	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures								
Correction costs	45928	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents		900.00	900.00	0	900.00	900.00	900.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
206 - Emergency Medical Service Fund								
9206 - Emergency Medical Service Fund								
Beginning cash and cash equivalents		0.00	0.00	0	0.00	0.00	0.00	
Revenues								
State Grant - EMS	37090	0.00	0.00	0	0.00	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures								
IGA for Fire Protection & EMS Services	45928	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents		0.00	0.00	0	0.00	0.00	0.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
209 - Fire Protection Fund							
9209 - Fire Protection Fund							
Beginning cash and cash equivalents	29,049.40	29,049.40	0	29,049.40	29,049.40	29,049.40	
Revenues							
State Grant - Fire Protection Distribution 37120	0.00	0.00	0	152,000.00	152,000.00	71,187.00	46.83%
	0.00	0.00	0	152,000.00	152,000.00	71,187.00	46.83%
Expenditures							
IGA for Fire Protection & EMS Services 45928	0.00	0.00	0	152,000.00	152,000.00	71,187.00	46.83%
Total Fund Expenditures	0.00	0.00	0	152,000.00	152,000.00	71,187.00	46.83%
Excess/(deficiency) of revenues over	0.00	0.00	0	0.00	0.00	0.00	0%
Other financing sources (uses)							
Operating transfers in 51001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess (deficiency) after other financing sources (uses)	0.00	0.00	0	0.00	0.00	0.00	0%
Ending cash and cash equivalents	29,049.40	29,049.40	0	29,049.40	29,049.40	29,049.40	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
211 - Law Enforcement Protection Fund								
9211 - Law Enforcement Protection Fund								
Beginning cash and cash equivalents		(3,600.00)	0.00	3,600	0.00	0.00	0.00	
Revenues								
Law Enforcement Grant	35010	0.00	20,000.00	20,000	20,000.00	20,000.00	20,000.00	100.00%
		0.00	20,000.00	20,000	20,000.00	20,000.00	20,000.00	100.00%
Expenditures								
Maint - vehicle/furniture/fixtures/equipmen	44040	0.00	0.00	0	15,000.00	15,000.00	0.00	0.00%
MOU for Public Safety Services	45929	8,600.00	0.00	(8,600)	50,000.00	50,000.00	0.00	0.00%
Training	47040	0.00	0.00	0	1,000.00	1,000.00	0.00	0.00%
Total Fund Expenditures		8,600.00	0.00	(8,600.00)	66,000.00	66,000.00	0.00	0.00
Excess/(deficiency) of revenues over		(8,600.00)	20,000.00	28,600	(46,000.00)	(46,000.00)	20,000.00	-43.48%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	31,000.00	31,000.00	0.00	0.00%
Reversion	52010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	31,000.00	31,000.00	0.00	0.00%
Excess (deficiency) after other financing sources (uses)		(8,600.00)	20,000.00	28,600	(15,000.00)	(15,000.00)	20,000.00	-133.33%
Ending cash and cash equivalents		(12,200.00)	20,000.00	32,200	(15,000.00)	(15,000.00)	20,000.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
216 - Municipal Street Fund							
9216 - Municipal Street Fund							
Beginning cash and cash equivalents	585,784.24	601,603.55	15,819	566,352.24	566,352.24	566,352.24	
Revenues							
Gross Receipts (Infra)	31240 18,811.00	16,368.80	(92,442)	140,920.00	140,920.00	46,066.61	32.69%
Gasoline Tax-Street	32310 1,141.00	417.00	(724)	13,364.00	13,364.00	1,251.00	9.36%
Motor Vehicle Registration	32610 2,439.00	2,148.62	(290)	21,478.00	21,478.00	6,868.12	31.98%
Total Fund Revenue	112,391.00	18,934.42	(93,457)	175,762.00	175,762.00	54,185.73	30.83%
Expenditures							
Road Improvements	48080 13,295.00	11,270.90	2,024	146,250.00	146,250.00	11,270.90	7.71%
Total Fund Expenditures	13,295.00	11,270.90	2,024	146,250.00	146,250.00	11,270.90	7.71%
Excess/(deficiency) of revenues over expenditures	99,096.00	7,663.52	(91,432)	29,512.00	29,512.00	42,914.83	145.41%
Ending cash and cash equivalents	684,880.24	609,267.07	(75,613)	595,864.24	595,864.24	609,267.07	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
260 - American Rescue Act							
9260 - American Rescue Act							
Beginning cash and cash equivalents	756,535.00	756,534.50		0.00	0.00	0.00	
Revenues							
American Rescue Act Distribution	37700 756,535.00	0.00		1,513,070.00	1,513,070.00	756,534.50	50%
Total Fund Revenue	0.00	0.00		1,513,070.00	1,513,070.00	756,534.50	50%
Expenditures							
Maint-Grounds/Roadways	44030 120,000.00	50,093.84		0.00	120,000.00	50,093.84	42%
Prof. Service- Computer Support	45150 10,000.00	0.00		0.00	10,000.00	0.00	0%
IGA for Fire Protections & EMS	45928 226,600.00	0.00		0.00	226,600.00	0.00	0%
Miscellaneous Expenses	46090 0.00	0.00		0.00	0.00	0.00	0%
Capital-Other Capital Purchase	48900 5,000.00	0.00		0.00	5,000.00	0.00	0%
Total Fund Expenditures	361,600.00	50,093.84		0.00	5,000.00	50,093.84	10
Excess (deficiency) of revenues over expenditures	(361,600.00)	(50,093.84)		1,513,070.00	1,508,070.00	706,440.66	0
Ending cash and cash equivalents	394,935.00	706,440.66	0.00	1,513,070.00	1,508,070.00	706,440.66	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
299 - Special - Other Funds							
3003 - Agri-Nature Center							
Beginning cash and cash equivalents	20,950.00	22,261.75	1,312	18,230.83	18,230.83	18,230.83	
Revenues							
Contributions - Other	36019 0.00	270.47		0.00	0.00	4,301.39	0.00%
USDA Local Grant	36022 12,500.00	0.00		25,000.00	25,000.00	0.00	0.00%
Property Rental Income	36079 100.00	0.00	(100)	100.00	100.00	0.00	0.00%
	12,600.00	270.47	(100)	25,100.00	25,100.00	4,301.39	17.14%
Department Expenditures							
Contract Svc-Temp Labor	45911 0.00	0.00	0	0.00	0.00	0.00	0.00%
Improvements	48900 0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Department Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Excess/(deficiency) of revenues over expenditures	12,600.00	270.47	100	25,100.00	25,100.00	4,301.39	17.14%
Ending cash and cash equivalents	33,550.00	22,532.22	(11,018)	43,330.83	43,330.83	22,532.22	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
299 - Special - Other Funds							
3005 - CARES ACT							
Beginning cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	
Revenues							
State Grant - Other	37230 0.00	0.00	0	0.00	0.00	0.00	0%
State Grant - CARES Businesses	37234 0.00	0.00	0	0.00	0.00	0.00	0%
	0.00	0.00	0.00	0.00	0.00	0.00	0%
Department Expenditures							
VLR COVID Expenses	46017 0.00	0.00	0	0.00	0.00	0.00	0%
CARES Act Business Grants	46070 0.00	0.00	0	0.00	0.00	0.00	0%
Total Department Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0%
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0%
Ending cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	0%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
Summary of Special - Other Funds Revenues and Expenses							
Beginning cash and cash equivalents	20,950.00	22,261.75	1,312	18,230.83	18,230.83	18,230.83	
Revenues							
Agri-Nature Center	100.00	270.47	(100)	25,100.00	25,100.00	4,301.39	17.14%
CARES Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Fund Revenues	0.00	270.47	(100)	25,100.00	25,100.00	4,301.39	17.14%
Expenditures							
Agri-Nature Center	0.00	0.00	0	0.00	0.00	0.00	0.00%
CARES Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Fund Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over	0.00	270.47	(100)	25,100.00	25,100.00	4,301.39	17.14%
Other financing sources (uses)							
Operating transfers in	0.00	0.00	0	0.00	0.00	0.00	0.00%
Operating transfers out	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) after other financing sources (uses)	0.00	270.47	(100)	25,100.00	25,100.00	4,301.39	17.14%
Ending cash and cash equivalents	20,950.00	22,532.22	1,582	43,330.83	43,330.83	22,532.22	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure								
3116 - Improvements 4th Street - C3193310 (D3310) (Reversion Date 06/30/2022)								
Revenues								
State Grant - Other	37230	61,070.00	0.00	(61,070)	352,622.00	352,622.00	0.00	0.00%
		61,070.00	0.00	(61,070)	352,622.00	352,622.00	0.00	0.00%
Expenditures								
Capital Expenditure - Roadway	48080	61,070.00	0.00	61,070	352,622.00	352,622.00	0.00	0.00%
Total Fund Expenditures		61,070.00	0.00	61,070	352,622.00	352,622.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure								
3117 - Improvements 4th Street -NMDOT D18477								
Revenues								
State Grant - Other	37230	0.00	0.00	0	0.00	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures								
Contract Svc-Temp Labor	45911	2,000.00	0.00		8,000.00	8,000.00	0.00	0.00%
Capital Expenditure - Roadway	48080	72,269.00	29,020.50	43,249	456,460.00	456,460.00	80,628.87	17.66%
Total Fund Expenditures		74,269.00	29,020.50	43,249	464,460.00	464,460.00	80,628.87	17.36%
Excess/(deficiency) of revenues over expenditures		(74,269.00)	(29,020.50)	43,249	(464,460.00)	(464,460.00)	(80,628.87)	17.36%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure								
3118 - Improvements 4th Street - NMDOT LGRF HW2 L300267								
Revenues								
State Grant - Other	37230	0.00	0.00	0	0.00	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures								
Capital Expenditure - Roadway	48080	68,300.00	68,300.00	136,600	0.00	68,300.00	68,300.00	100.00%
Total Fund Expenditures		68,300.00	68,300.00	136,600	0.00	68,300.00	68,300.00	100.00%
Excess/(deficiency) of revenues over expenditures		(68,300.00)	(68,300.00)	136,600	0.00	(68,300.00)	(68,300.00)	100.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure							
Beginning cash and cash equivalents	466,173.61	414,565.24	(51,608)	466,173.61	466,173.61	466,173.61	
Revenues							
Improvements 4th St - CN 3193310	61,070.00	0.00	(61,070)	352,622.00	352,622.00	0.00	0.00%
Improvements 4th St - Phase 2	0.00	0.00	0	0.00	0.00	(80,628.87)	0.00%
Improvements 4th St	0.00	0.00	0	0.00	0.00	0.00	0.00%
	0.00	0.00	0.00	0.00	0.00	(80,628.87)	0.00%
Expenditures							
Improvements 4th St - CN 3193310	61,070.00	0.00	61,070	352,622.00	352,622.00	0.00	0.00%
Improvements 4th St - Phase 2	74,269.00	29,020.50	43,249	464,460.00	464,460.00	0.00	0.00%
Improvements 4th St	68,300.00	68,300	136,600	0.00	68,300.00	68,300.00	100.00%
Total Fund Expenditures	68,300.00	97,320.50	136,600.00	0.00	68,300.00	68,300.00	100.00%
Excess/(deficiency) of revenues over expenditures	(68,300.00)	(97,320.50)	136,600	0.00	(68,300.00)	(148,928.87)	218.05%
Ending cash and cash equivalents	397,873.61	317,244.74	(80,629)	466,173.61	397,873.61	317,244.74	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3123 - Agri-Nature Center Improvements - 19-D2933 (Reversion Date 06/20/2022)								
Revenues								
State Grant - Other	37230	41,697.00	0.00	(41,697)	241,942.00	241,942.00	0.00	0.00%
		41,697.00	0.00	(41,697)	241,942.00	241,942.00	0.00	0.00%
Expenditures								
Capital Expenditure - Buildings	48010	31,667.00	0.00	31,667	181,942.00	181,942.00	0.00	0.00%
Land Improvement Expenditures - land	48020	0.00	9,587.24	(9,587)	60,000.00	60,000.00	9,587.24	15.98%
Total Fund Expenditures		31,667.00	9,587.24	22,080	241,942.00	241,942.00	9,587.24	3.96%
Excess/(deficiency) of revenues over expenditures		10,030.00	(9,587.24)	(63,776.76)	0.00	0.00	(9,587.24)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3124 - Agri-Nature Center Improvements - 20 E2486 (Reversion Date 06/20/2022)								
Revenues								
State Grant - Other	37230	0.00	0.00	0	212,000.00	212,000.00	0.00	0.00%
		0.00	0.00	0	212,000.00	212,000.00	0.00	0.00%
Expenditures								
Capital Expenditure - Buildings	48010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Land Improvement Expenditures - land	48020	0.00	0.00	0	177,000.00	177,000.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	177,000.00	177,000.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0.00	35,000.00	35,000.00	0.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3125 - Agri-Nature Center Veterans Ag. Equipment 20-C2453								
Revenues								
State Grant - Other	37230	0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
		0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
Expenditures								
Land Improvement Expenditures - land	48020	0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0.00	41,000.00	41,000.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0.00	0.00	0.00	0.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings							
Beginning cash and cash equivalents	(5,403.98)	(5,403.98)	0	(5,403.98)	(5,403.98)	(5,403.98)	
Revenues							
Improvements Agri-Nature ID 19-D2933	41,697.00	0.00	(41,697)	241,942.00	241,942.00	0.00	0.00%
Improvements Agri-Nature ID 20 E 2486	0.00	0.00	0.00	212,000.00	212,000.00	0.00	
Improvements Agri-Nature ID 20-C2463	0.00	0.00	0.00	41,000.00	41,000.00	0.00	
	41,697.00	0.00	(41,697)	494,942.00	494,942.00	0.00	0.00%
Expenditures							
Improvements Agri-Nature ID 19-D2933	31,667.00	9,587.24	22,080	241,942.00	241,942.00	9,587.24	3.96%
Improvements Agri-Nature ID 20 E 2486	0.00	0.00	0	177,000.00	177,000.00	0.00	0.00%
Improvements Agri-Nature ID 20-C2463	0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
Total Fund Expenditures	31,667.00	9,587.24	22,080	459,942.00	459,942.00	9,587.24	2.08%
Excess/(deficiency) of revenues over expenditures	10,030.00	(9,587.24)	(19,617)	35,000.00	35,000.00	(9,587.24)	-27.39%
Ending cash and cash equivalents	4,626.02	(14,991.22)	(19,617)	29,596.02	29,596.02	(14,991.22)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
380 - Purchase Real Property Reserve Fund							
3801 - Purchase Real Property Fund							
Beginning cash and cash equivalents	459,238.25	459,238.25	0	459,238.25	459,238.25	459,238.25	
Expenditures							
Property Purchase	48040	0.00	0.00	0	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00%
Excess/(deficiency) of revenues over		0.00	0.00	0	0.00	0.00	0.00%
Other financing sources (uses)							
Operating transfers in	51001	0.00	0.00	0	250,000.00	250,000.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	250,000.00	250,000.00	0.00%
Excess/(deficiency) after other financing sources (uses)		0.00	0.00	0	250,000.00	0.00	0.00%
Ending cash and cash equivalents		459,238.25	459,238.25	0	709,238.25	459,238.25	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
399 - Capital Project - Other								
3900 - Park Land and Plaza Reserve								
Beginning cash and cash equivalents		31,111.81	31,111.81	0	31,111.81	31,111.81	31,111.81	
Revenues								
Cash in Lieu of Land Dedication	36015	0.00	0.00	0	0.00	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures								
Other Capital Purchase	48900	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over		0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents		31,111.81	31,111.81	0	31,111.81	31,111.81	31,111.81	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget	
401 - General Obligation Bonds								
1830 - General Obligation Bonds								
Beginning cash and cash equivalents	(260,680.50)	(265,797.33)	(5,117)	0.00	0.00	0.00		
Revenues								
Property Taxes - Current	31500	0.00	0.00	0	283,741.00	283,741.00	7,538.57	2.66%
Property Taxes - Delinquent	31510	511.00	951.02	440	6,793.00	6,793.00	3,772.62	55.54%
Total Revenue		511.00	951.02	440	290,534.00	290,534.00	11,311.19	3.89%
Expenditures								
Debt Service Principal	49010	0.00	0.00	0	230,000.00	230,000.00	230,000.00	100.00%
Debt Service Interest	49020	0.00	0.00	0	87,255.00	87,255.00	46,157.50	52.90%
Total Fund Expenditures		0.00	0.00	0	317,255.00	317,255.00	276,157.50	87.05%
Excess/(deficiency) of revenues over		511.00	951.02	440	(26,721.00)	(26,721.00)	(264,846.31)	991.15%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	157,118.00	157,118.00	0.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	157,118.00	157,118.00	0.00	0.00%
Excess (deficiency) after other financing sources (uses)		511.00	951.02	440	130,397.00	130,397.00	(264,846.31)	0.00%
Ending cash and cash equivalents		(260,169.50)	(264,846.31)	(4,677)	130,397.00	130,397.00	(264,846.31)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
410 - General Obligation Bonds Reserve Fund							
4101 - General Obligation Bonds Reserve							
Beginning cash and cash equivalents	833,310.79	833,310.79	0	833,310.79	833,310.79	833,310.79	
Other financing sources (uses)							
Operating transfers in	51001 0.00	0.00	0	0.00	0.00	0.00	0.00%
Operating transfers out	52001 0.00	0.00	0	(157,118.00)	(157,118.00)	0.00	0.00%
Total other financing sources (uses)	0.00	0.00	0	(157,118.00)	(157,118.00)	0.00	0.00%
Excess/(deficiency) after other financing sources (uses)	0.00	0.00	0	(157,118.00)	(157,118.00)	0.00	0.00%
Ending cash and cash equivalents	833,310.79	833,310.79	0	676,192.79	676,192.79	833,310.79	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures

From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget	
505 - Agri-Nature Center Farm Camps								
1500 - Farm Camps								
Beginning cash and cash equivalents	64,870.86	64,870.86	0	64,870.86	64,870.86	64,870.86		
Revenues								
Farm camp revenue	36065	0.00	0.00	0	1,920.00	1,920.00	0.00	0.00%
Total Revenue		0.00	0.00	0	1,920.00	1,920.00	0.00	0.00%
Expenditures								
Wages-Temporary	41040	0.00	0.00	0	0.00	0.00	0.00	0.00%
FICA regular	42010	0.00	0.00	0	0.00	0.00	0.00	0.00%
FICA medicare	42020	0.00	0.00	0	0.00	0.00	0.00	0.00%
Worker's Comp. Assessment	42080	0.00	0.00	0	0.00	0.00	0.00	0.00%
Supplies	46010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Miscellaneous Expense	46090	0.00	0.00	0	0.00	0.00	0.00	0.00%
Training	47040	0.00	0.00	0	0.00	0.00	0.00	0.00%
Printing, Publishing, & Advert.	47080	0.00	0.00	0	0.00	0.00	0.00	0.00%
Insurance Workers' Compensation	47210	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over		0.00	0.00	0	1,920.00	1,920.00	0.00	0.00%
Ending cash and cash equivalents	64,870.86	64,870.86	0	66,790.86	66,790.86	64,870.86		

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2021 Through 9/30/2021

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD	2021/2022 Original	2021/2022 Revised	Cash Basis YTD Actual	% of Total Budget
Summary of Revenues and Expenditures							
Beginning cash and cash equivalents	7,677,294.90	7,830,508.58	153,214	7,195,409.16	7,195,409.16	7,195,409.16	
Revenues							
General Fund	265,089.00	361,579.71	96,491	3,458,655.00	3,458,655.00	1,030,009.20	29.78%
Correction	0.00	0.00	0	0.00	0.00	0.00	0.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Fire Protection Fund	0.00	0.00	0	152,000.00	152,000.00	71,187.00	46.83%
Law Enforcement Fund	0.00	20,000.00	20,000	20,000.00	20,000.00	20,000.00	100.00%
Municipal Street Fund	112,391.00	18,934.42	(93,457)	175,762.00	175,762.00	54,185.73	30.83%
American Rescue Act Fund	0.00	0.00	0.00	1,513,070.00	1,513,070.00	756,534.50	50.00%
Special - Other Funds	0.00	270.47	(100)	25,100.00	25,100.00	4,301.39	17.14%
Capital Project Infrastructure	0.00	0.00	0	0.00	0.00	(80,628.87)	0.00%
Capital Project Buildings	41,697.00	0.00	(41,697)	494,942.00	494,942.00	0.00	0.00%
Purchase Real Property Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0.00%
General Obligation Bonds	511.00	951.02	440	290,534.00	290,534.00	11,311.19	3.89%
General Obligation Bonds Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Agri-Nature Center Farm Camps	0.00	0.00	0	1,920.00	1,920.00	0.00	0.00%
Total Revenues	419,688.00	401,735.62	(18,323)	6,131,983.00	6,131,983.00	1,866,900.14	30.45%
Expenditures							
General Fund	259,036.99	133,869.91	125,167	3,280,263.88	3,280,263.88	645,611.01	19.68%
Correction	0.00	0.00	0	0.00	0.00	0.00	0.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Fire Protection Fund	0.00	0.00	0	152,000.00	152,000.00	71,187.00	46.83%
Law Enforcement Protection Fund	8,600.00	0.00	(8,600)	66,000.00	66,000.00	0.00	0.00%
Municipal Street Fund	13,295.00	11,270.90	2,024	146,250.00	146,250.00	11,270.90	7.71%
American Rescue Act Fund	361,600.00	50,093.84		0.00	5,000.00	50,093.84	1001.88%
Special - Other Funds	0.00	0.00	0	0.00	0.00	0.00	0.00%
Capital Project Infrastructure	68,300.00	97,320.50	136,600	0.00	68,300.00	68,300.00	100.00%
Capital Project Buildings	31,667.00	9,587.24	22,080	459,942.00	459,942.00	9,587.24	2.08%
Purchase Real Property Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0.00%
General Obligation Bonds	0.00	0.00	0	317,255.00	317,255.00	276,157.50	87.05%
Agri-Nature Center Farm Camps	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Expenditures	742,498.99	302,142.39	440,357	4,421,710.88	4,495,010.88	1,132,207.49	25.19%
Excess/(deficiency) of revenues over expenditures	(322,810.99)	99,593.23	422,404	1,710,272.12	1,636,972.12	734,692.65	44.88%
Other financing sources (uses)							
Operating transfers in	0.00	0.00	0	438,118.00	438,118.00	0.00	0.00%
Operating transfers out	0.00	0.00	(6)	(438,118.00)	(438,118.00)	0.00	0.00%
Reversion	0.00	0.00	0	0.00	0.00	0.00	0.00%
	0.00	0.00	(6)	0.00	0.00	0.00	0.00%
Excess/(deficiency) after other financing sources (uses)	(322,810.99)	99,593.23	422,398	1,710,272.12	1,636,972.12	734,692.65	44.88%
Ending cash and cash equivalents	7,354,483.91	7,930,101.81	575,618	8,905,681.28	8,832,381.28	7,930,101.81	

Ending cash and cash equivalents
\$7,930,101.81

Village of Los Ranchos de Albuquerque

Check/Voucher Register

From 9/1/2021 Through 9/30/2021

Payee	Date	Check Number	Amount	Transaction Description
Adalberto Dominguez	9/9/2021	0594	3,000.00	Mobile home settlement
Total Adalberto Dominguez			<u>3,000.00</u>	
Administrative Office of the	9/20/2021	0630	12.00	Municipal Court Automation Fee
Total Administrative Office of the			<u>12.00</u>	
Albuquerque Bernalillo County	9/20/2021	0628	4,105.99	Monthly water bills
Total Albuquerque Bernalillo County			<u>4,105.99</u>	
Albuquerque Publishing Co.	9/20/2021	0629	1,377.69	Public notices and ads for August 2021
Total Albuquerque Publishing Co.			<u>1,377.69</u>	
Alejandra Ramierz-Ornelas	9/9/2021	0597	10,000.00	Mobile home settlement and acquisition
Total Alejandra Ramierz-Ornelas			<u>10,000.00</u>	
Amazon Capital Services Inc.	9/20/2021	0631	589.36	Amazon purchases
Total Amazon Capital Services Inc.			<u>589.36</u>	
American Legal Publishing Corp	9/20/2021	0632	849.50	Annual Web hosting fee, 2021 folio conversion fee
Total American Legal Publishing Corp			<u>849.50</u>	
Bohannan Huston	9/20/2021	0634	292.61	G&D Review of 6765 Guadalupe Trl
Bohannan Huston	9/20/2021	0634	29,020.50	Professoinal services through 7/30/21 for HW2M700024
Total Bohannan Huston			<u>29,313.11</u>	
Boot Barn	9/20/2021	0635	89.98	Work pants
Total Boot Barn			<u>89.98</u>	
CenturyLink	9/20/2021	0636	201.16	Telephone for storage unit
Total CenturyLink			<u>201.16</u>	
Cesario Gutierrez	9/9/2021	0596	10,000.00	Mobile home settlement and acquisition
Total Cesario Gutierrez			<u>10,000.00</u>	
City of Albuquerque	9/20/2021	0641	30.00	Air quality program for Agri-Nature Center
City of Albuquerque	9/20/2021	0641	219.00	Air quality program for Village Hall
City of Albuquerque	9/20/2021	0641	15.00	Air quatilty program for Harnett Park
Total City of Albuquerque			<u>264.00</u>	
City of Albuquerque HR Div.	9/20/2021	0637	8,200.83	Sept Health insurance premium
Total City of Albuquerque HR Div.			<u>8,200.83</u>	
Comcast	9/20/2021	0638	645.24	Comcast bill (2 months) village hall
Comcast	9/20/2021	0638	150.47	Comcast services at Ag center-bill 1
Comcast	9/20/2021	0638	89.78	Comcast services for ag center-bill 2
Total Comcast			<u>885.49</u>	
Davis Vision, Inc.	9/20/2021	0639	75.46	Vision insurance
Total Davis Vision, Inc.			<u>75.46</u>	
De Lage Landen	9/20/2021	0640	523.22	Period of performance 9/1/21-9/30/21
Total De Lage Landen			<u>523.22</u>	
FacilityBUILD, Inc.	9/20/2021	0642	2,138.96	Repair toilet area at Millers Feed
Total FacilityBUILD, Inc.			<u>2,138.96</u>	
Flyers Energy LLC	9/20/2021	0643	64.59	Fuel
Total Flyers Energy LLC			<u>64.59</u>	
Fred K Radosevich	9/20/2021	0662	1,539.93	Billing for August, 2021
Total Fred K Radosevich			<u>1,539.93</u>	
G & T Auto	9/20/2021	0644	474.89	Fuel
Total G & T Auto			<u>474.89</u>	
GM EMULSION LLC	9/9/2021	0595	41,632.03	Crack Seal Chavez/Osuna
GM EMULSION LLC	9/9/2021	0595	11,294.37	Crack Seal on Garduno Rd
GM EMULSION LLC	9/9/2021	0595	26,644.50	Crack seal-EI Pueblo Rd
Total GM EMULSION LLC			<u>79,570.90</u>	

Village of Los Ranchos de Albuquerque

Check/Voucher Register

From 9/1/2021 Through 9/30/2021

<u>Payee</u>	<u>Check Date</u> <u>Check Number</u>	<u>Check Amount</u>	<u>Transaction Description</u>
Highway Supply LLC	9/20/2021 0645	76.50	Sign for ag center
Total Highway Supply LLC		<u>76.50</u>	
Home Depot Credit Services	9/20/2021 0646	141.40	Field maintenance supplies
Home Depot Credit Services	9/20/2021 0646	83.75	Supplies for irrigation upgrades
Home Depot Credit Services	9/20/2021 0646	127.66	Supplies to repair gun shop exterior wall
Total Home Depot Credit Services		<u>352.81</u>	
Insiteworks P.C.	9/20/2021 0647	4,369.00	Payment 3 of 6 for ag center improvement project
Total Insiteworks P.C.		<u>4,369.00</u>	
Internal Revenue Service	9/24/2021 55201905	7,329.13	941 tax deposit for payroll paid on 9/24/2021
Internal Revenue Service	9/10/2021 54936659	7,075.44	941 tax deposit payment for payroll paid on 9/10/21
Total Internal Revenue Service		<u>14,404.57</u>	
Jesus Espino-Parra and	9/9/2021 0598	10,000.00	Settlement and acquisition of mobile home
Total Jesus Espino-Parra and		<u>10,000.00</u>	
Jose Saenz-Espino and	9/8/2021 0600	10,000.00	Mobile Home settlement and acquisition
Total Jose Saenz-Espino and		<u>10,000.00</u>	
Kaufman Fire Protection	9/20/2021 0649	694.05	Cleaned drum drips and dry system at barn
Total Kaufman Fire Protection		<u>694.05</u>	
Maria G Castillo-Rinaldi	9/20/2021 0663	3,831.95	Professional services/Project management for August 202
Total Maria G Castillo-Rinaldi		<u>3,831.95</u>	
Middle Rio Grande Conservancy	9/20/2021 0651	959.25	Distribution of surface water FY22
Total Middle Rio Grande Conservancy		<u>959.25</u>	
Mutual of Omaha Insurance Comp	9/20/2021 0652	51.39	Short term disability insurance premium
Total Mutual of Omaha Insurance Comp		<u>51.39</u>	
myIT	9/20/2021 0653	2,400.00	After hours zoom meetings (4 meetings)
myIT	9/20/2021 0653	6,245.00	Monthly server hosting
Total myIT		<u>8,645.00</u>	
National League of Cities	9/20/2021 0654	1,172.00	Direct member dues
Total National League of Cities		<u>1,172.00</u>	
New Mexico Gas Company	9/20/2021 0655	201.19	Monthly gas bills
Total New Mexico Gas Company		<u>201.19</u>	
New Mexico Judicial Education	9/20/2021 0656	6.00	August 2021 Judicial education center fee
Total New Mexico Judicial Education		<u>6.00</u>	
NM State Treasurer-PERA	9/24/2021 0626	5,895.08	Municipal Plan #2 for payroll paid on 9/24/2021
NM State Treasurer-PERA	9/10/2021 0593	5,888.54	Municipal plan #2 payment for payroll paid on 9/10/21
Total NM State Treasurer-PERA		<u>11,783.62</u>	
North Valley Auto Repair	9/20/2021 0657	688.65	Clutch labor
Total North Valley Auto Repair		<u>688.65</u>	
OfficeTeam	9/20/2021 0658	585.25	Pay for temp at storage units, week end 8.27.21
OfficeTeam	9/20/2021 0658	43.53	Tax for invoice 58321951
OfficeTeam	9/20/2021 0658	628.78	Temp at stroage units, week end 9/3/21
OfficeTeam	9/20/2021 0658	227.37	Temp pay for week end 8/6/2021
OfficeTeam	9/20/2021 0658	503.02	Temp pay for week ended 9/10/21
Total OfficeTeam		<u>1,987.95</u>	
PNM	9/20/2021 0660	54.36	319 Osuna Rd NW
Total PNM		<u>3,649.75</u>	
Precision Surveys, Inc.	9/20/2021 0661	5,218.24	Topographic survey of Tracts 6-A-4-A-1 & 6-A-5-A
Total Precision Surveys, Inc.		<u>5,218.24</u>	
Sandia Office Supply	9/20/2021 0664	53.49	Presentation pointer
Sandia Office Supply	9/20/2021 0664	52.53	Supplies for meeting
Total Sandia Office Supply		<u>106.02</u>	

Village of Los Ranchos de Albuquerque

Check/Voucher Register

From 9/1/2021 Through 9/30/2021

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>	<u>Transaction Description</u>
Southwest Drilling	9/20/2021	0666	932.02	Work on well at agri-nature center
Total Southwest Drilling			<u>932.02</u>	
Stelzner, Winter, Warburton	9/20/2021	0665	12,917.39	General counsel services for August 2021
Total Stelzner, Winter, Warburton			<u>12,917.39</u>	
Taxation & Revenue	9/29/2021	E-Check Sept 21	1,863.33	CRS Payment for September 2021
Taxation & Revenue	9/29/2021	Aug 2021 Return	10.00	GRT and CMP payment for August 2021 return
Total Taxation & Revenue			<u>1,873.33</u>	
Verizon Wireless	9/20/2021	0667	392.94	Verizon phones and tablets
Total Verizon Wireless			<u>392.94</u>	
Walter Guadalupe Manjarrez	9/14/2021	0601	7,093.84	Mobile home settlement, space 8
Total Walter Guadalupe Manjarrez			<u>7,093.84</u>	
Waste Management of New Mexico	9/20/2021	0668	429.29	Waste management services
Total Waste Management of New Mexico			<u>429.29</u>	
Report Total			<u>255,113.81</u>	
Payroll	9/10/2021		22,850.53	
Payroll	9/24/2021		24,178.05	
Report Total			<u>302,142.39</u>	
Cash Report Expenditures 9/30/2021			<u>302,142.39</u>	

10. OLD BUSINESS

- A. CHAD RENNAKER; PALINDROME COMMUNITIES, VILLAGE CENTER UPDATE.**



Image: View of the main entrance and leasing office from the south, looking northeast.



Image: View of the community from the corner of 4th and Osuna. Site entry compuerta welcoming the greater community and iconic water tower defining the corner.



Image: View of the southside of the community, microretail shops at the base and residential dwelling units above. Entry icon - compuerta - greeting residents.



Image: View from 4th street - microretail shops at the base and residential dwelling units above.



Osuna Road

4th Street

1

2

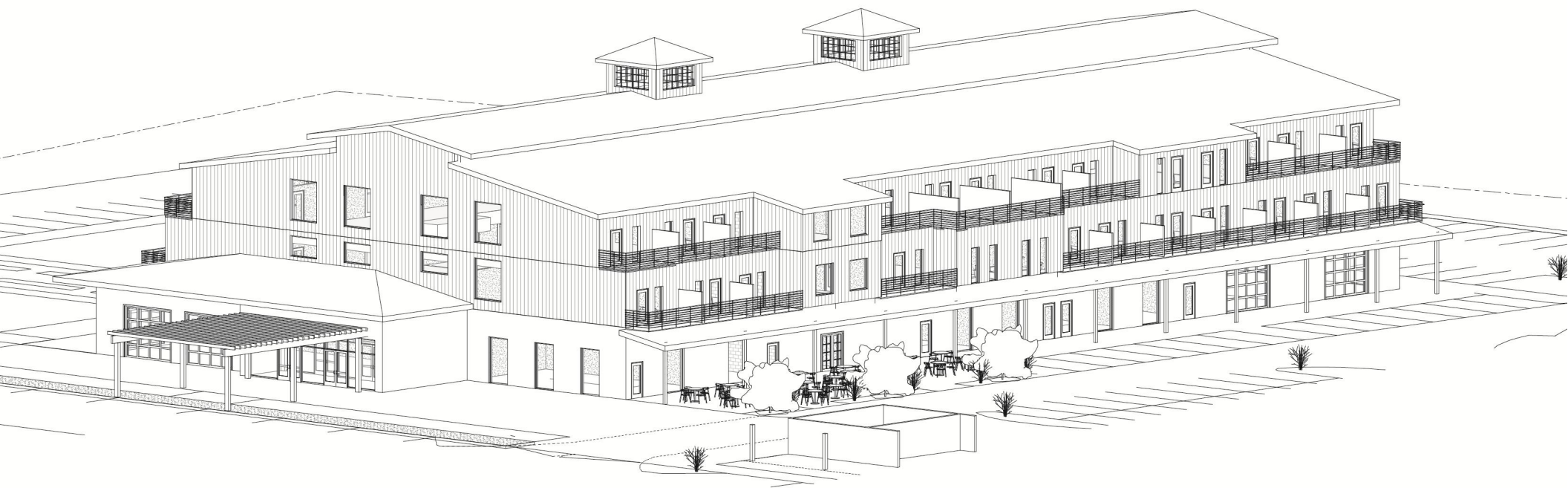
3

6

4

5

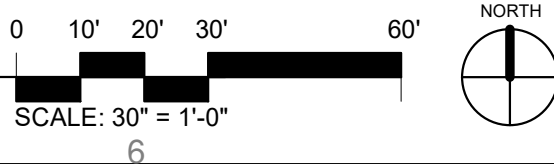






1 SITE - LOT 4 AND 6

1" = 30'-0"



2415 PRINCETON DR. NE, SUITE E
ALBUQUERQUE, NM 87107
505.843.7587
www.designplusllc.com
DESIGN PLUS LLC

VILLAGE OF LOS RANCHOS
VILLAGE CENTER
6542 4TH STREET NW
ALBUQUERQUE NM 87107

DATE: 7/30/2021

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY: NF

CHECKED BY: RE

COPYRIGHT:
DESIGN PLUS, LLC

SHEET TITLE

SITE PLAN

AS-101

11. ANNOUNCEMENTS

A. 2021 REGULAR LOCAL ELECTION INFORMATION

EARLY VOTING

20 Early Voting Convenience Centers (EVCCs) will be open for the 2021 Regular Local Election – October 16, 2021 to October 30, 2021. Most locations open Monday to Saturday 10 a.m. to 7 p.m. Same Day Registration will be available during Early Voting.

Voters may vote in-person or hand-deliver a completed absentee ballot at the Clerks Annex starting October 5, 2021 and at any of the early voting locations starting October 16, 2021.

Clerk's Annex – 1500 Lomas Blvd NW, Suite A 87104

Monday – Friday 8 a.m. – 5 p.m. (During In-Person Absentee, Oct. 5-15, 2021)

Monday – Saturday 10 a.m. – 7 p.m. (During Early Voting, Oct. 16-30, 2021)

98th & Central Shopping Center– 120 98th St NW, Suite B101 & B102 87121

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Andalucia Shopping Center – 5600 Coors Blvd NW, Suite C-5 87120

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Bernalillo County Visitor Center – 6080 Isleta Blvd. SW 87105

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Caracol Plaza – 12500 Montgomery Blvd NE, Suite 101 87111

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Central Mercado – 301 San Pedro Dr. SE, Suites B, C, D and E 87108

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Cottonwood West - 10131 Coors Blvd NW, Suite C-02 87114

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Daskalos Center – 5339 Menaul Blvd NE 87110

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Desiderio Community Center – 117 Tribal Rd. 7036 To'Hajiilee 87026

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Friday 9 a.m. – 5 p.m.

Four Hills Shopping Center – 13140 Central Ave SE, Suite 1420 87123

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Holly Plaza Shopping Center – 6600 Holly Ave NE, Suite B-6 87113

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Los Altos Plaza – 4200 Wyoming NE Suite B-3 87111

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Los Ranchos Villa – 6601 4th St NW, Suite U 87107

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Mobile Voting Unit – State Fairgrounds 87108

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday-Friday 8am-5pm

Petroglyph Plaza – 8201 Golf Course Rd NW, Suite D-1 87120

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

South Valley Multipurpose Senior Center – 2008 Larrazolo Rd SW 87105

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

The Shoppes at 6001 San Mateo – 6001 San Mateo NE, Suite B-3 87109

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

Tijeras City Hall – 12 Camino Municipal, Tijeras, NM 87059

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

University of New Mexico- Student Union Building, 87131

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

West Bluff Center – 5201 Ouray NW, Suite D-2 87120

Begins Saturday, Oct. 16, 2021 ends Saturday, Oct. 30, 2021

Monday – Saturday 10 a.m. – 7 p.m.

ELECTION DAY VOTING

72 Election Day Voting Convenience Centers (VCCs) will be open Tuesday, November 2, 2021 from 7 a.m. to 7 p.m. Bernalillo County Voters may vote in-person or hand-deliver a completed absentee ballot to any of these locations.

98th & Central Shopping Center– 120 98th St NW, Suite B101 & B102, 87121

Andalucia Shopping Center – 5600 Coors Blvd NW, Suite C-5, 87120

Bernalillo County Visitor Center – 6080 Isleta Blvd SW, 87105

Caracol Plaza – 12500 Montgomery NE, Suite 101 87111

Central Mercado – 301 San Pedro Dr. SE, Suites B, C, D and E, 87108

Clerk’s Annex – 1500 Lomas NW, Suite A 87104

Cottonwood West - 10131 Coors Blvd NW, Suite C-02, 87114

Daskalos Center – 5339 Menaul Blvd NE, 87110

Desiderio Community Center – 117 Tribal Rd. 7036 To’Hajiilee 87026

Four Hills Shopping Center – 13140 Central Ave SE, Suite 1420 87123

Holly Plaza Shopping Center – 6600 Holly Ave NE, Suite B-6 87113

Isleta Elderly Center- Building 79 Tribal Rd. 40, Isleta NM 87022

Los Altos Plaza – 4200 Wyoming NE, Suite B-3 87111

Los Ranchos Villa – 6601 4th St NW, Suite U 87107

Petroglyph Plaza – 8201 Golf Course Rd. NW, Suite D-1 87120

South Valley Multipurpose Senior Center – 2008 Larrazolo Rd. SW 87105

The Shoppes at 6001 San Mateo – 6001 San Mateo NE, Suite B-3 87109

Tijeras City Hall – 12 Camino Municipal, Tijeras, NM 87059

University of New Mexico- Student Union Building, 87131

West Bluff – 5201 Ouray Rd NW, Suite D-2 87120

A. Montoya Elementary School – 24 Public School Rd, Tijeras, NM 87059

Adobe Acres Elementary School – 1724 Camino Del Valle SW 87105

Albuquerque High School – 800 Odelia Rd NE, 87102

Arroyo Del Oso Elementary School – 6504 Harper Dr NE, 87109 **Bandelier Elementary School** – 3309 Pershing Ave SE, 87106

Bellehaven Elementary School – 8701 Princess Jeanne St NE, 87112

Chaparral Elementary School – 6325 Milne Rd NW, 87120

Cibola High School – 1510 Ellison Dr NW, 87114

CNM Workforce Training Center – 5600 Eagle Rock Ave NE, 87113

Del Norte High School – 5323 Montgomery Blvd NE, 87110

Double Eagle Elementary School – 8901 Lowell Dr NE, 87122

Duranes Elementary School – 2436 Zickert Rd NW, 87104

Eisenhower Middle School – 11001 Camero Ave NE, 87111

Eldorado High School – 11300 Montgomery Blvd NE, 87111

Forest Meadow Baptist Church – 54 Hwy 217, Tijeras, NM 87059

Garfield Middle School – 3501 6th St NW, 87107

Hayes Middle School – 1100 Texas St NE, 87110

Herman Sanchez Community Center – 1830 William St SE, 87102

Highland High School – 4700 Coal Ave SE, 87108

Holiday Park Community Center – 11710 Comanche Rd NE, 87111

Hubert H Humphrey Elementary School – 9801 Academy Hills Dr NE, 87111

Jackson Middle School – 10600 Indian School Rd NE, 87112

Jefferson Middle School – 712 Girard Blvd NE, 87106

Kennedy Middle School – 721 Tomasita St NE, 87123

La Cueva High School – 7801 Wilshire Ave NE, 87122

La Mesa Elementary School – 7500 Copper Ave NE, 87108

Lyndon B Johnson Middle School – 6811 Taylor Ranch Rd NW, 87120 **Madison Middle School** – 3501 Moon St NE, 87111

Manzano High School – 12200 Lomas Blvd NE, 87112

Manzano Mesa Elementary School – 801 Elizabeth St SE, 87123

McKinley Middle School – 4500 Comanche Rd NE, 87110

Montezuma Elementary School – 3100 Indian School Rd NE, 87106 **Mountain View Community Center** – 201 Prosperity Ave SE, 87105

North Star Elementary School – 9301 Ventura St NE, 87122

Onate Elementary School – 12415 Brentwood Hills Blvd NE, 87112 **Pajarito Elementary School** – 2701 Don Felipe Rd SW, 87105

Polk Middle School – 2220 Raymac Rd SW, 87105

Raymond G Sanchez Community Center – 9800 4th St NW, 87114

Rio Grande High School – 2300 Arenal Rd SW, 87105

Rudolfo Anaya Elementary School – 2800 Vermejo Park Dr SW, 87121 **Sandia High School** – 7801 Candelaria Rd NE, 87110

Taylor Middle School – 8200 Guadalupe Tr NW, 87114

Truman Middle School – 9400 Benavides Rd SW, 87121

Valle Vista Elementary School – 1700 Mae Ave SW, 87105

Valley High School – 1505 Candelaria Rd NW, 87107

Van Buren Middle School – 700 Louisiana Blvd SE, 87108

Ventana Ranch Elementary School – 6801 Ventana Village Rd NW, 87114 **Vista Grande Community Center** – 15 La Madera Rd, Sandia Park, NM 87047 **Volcano Vista High School** – 8100 Rainbow Blvd NW, 87114

Washington Middle School – 1101 Park Ave SW, 87102

West Mesa High School – 6701 Fortuna Rd NW, 87121

Zuni Elementary School – 6300 Claremont Ave NE 87110

12. NEW BUSINESS

- A.** DISCUSSION AND APPROVAL TO ADOPT ORDINANCE NO. 282; AN ORDINANCE REPEALING ORDINANCE NO. 273; REGULATING THE GROWTH, SALE, AND PRODUCTION OF RECREATIONAL CANNABIS AND CANNABIS PRODUCTS PURSUANT TO THE CANNABIS REGULATION ACT OF 2021.

**STATE OF NEW MEXICO
VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
ORDINANCE NO. 282**

AN ORDINANCE REPEALING ORDINANCE NO. 273; REGULATING THE GROWTH, SALE, AND PRODUCTION OF RECREATIONAL CANNABIS AND CANNABIS PRODUCTS PURSUANT TO THE CANNABIS REGULATION ACT OF 2021.

WHEREAS, the Village of Los Ranchos adopted Ordinance No. 273 on March 10, 2021, which prohibited the cultivation, manufacture, and distribution of cannabis and cannabis-derived products in the Village while providing an exception for personal production of cannabis under the Lynn and Erin Compassionate Use Act and for the sale of cannabis-derived products in the C-1, GD, and VC zones of the Village; and

WHEREAS, the cultivation, manufacture, and distribution of cannabis and cannabis-derived products for recreational use is now authorized in the State of New Mexico under the Cannabis Regulation Act, notwithstanding that the cultivation, possession, and use of marijuana for any purpose still retains a serious federal crime under the United States Controlled Substances Act, 21 U.S.C. §§ 801 *et seq.*; and

WHEREAS, the Cannabis Regulation Act allows local jurisdictions to “adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses”.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE:

SECTION 1. Chapter 9, Article 2, Section 3 is hereby amended as follows:

§9.2.3 DEFINITIONS

(B) SPECIFIC DEFINITIONS.

CANNABIS shall have the same definition as set forth in [Section \(2\)\(B\) of the Cannabis Regulation Act](#). ~~§26-2B-3 B. of the Lynn and Erin Compassionate Use Act.~~

CANNABIS CONSUMPTION AREA shall have the same definition as set forth in [Section \(2\)\(C\) of the Cannabis Regulation Act](#).

CANNABIS ESTABLISHMENT shall have the same definition as set forth in [Section \(2\)\(E\) of the Cannabis Regulation Act](#).

CANNABIS-DERIVED PRODUCT ~~means a product, other than cannabis itself, which contains or is derived from cannabis, including hemp.~~ [shall have the same definition as set forth in Section \(2\)\(K\) of the Cannabis Regulation Act.](#)

CANNABIS REGULATION ACT means Sections 26-2C-1 through 26-2C-42, NMSA 1978, as amended and supplemented.

COMMERCIAL CANNABIS ACTIVITY shall have the same definition as set forth in Section (2)(R) of the Cannabis Regulation Act.

HOMEGROWN OR HOMEMADE CANNABIS shall have the same definition as set forth in Section (2)(R) of the Cannabis Regulation Act.

~~HEMP~~ shall have the same definition as set forth in §26-2B-3 L. of the Lynn and Erin Compassionate Use Act.

~~LYNN AND ERIN COMPASSIONATE USE ACT~~ means Sections 26-2B-1 through 26-2B-10, NMSA 1978, as amended and supplemented.

~~PERSONAL PRODUCTION OF CANNABIS~~ means the cultivation and possession of cannabis plants and an adequate supply of usable cannabis by a person or persons with a personal production license as defined in §26-2B-3 R. of the Lynn and Erin Compassionate Use Act.

SECTION 2. Chapter 9, Article 2, Section 7 is hereby amended as follows:

§9.2.7 A-1 AGRICULTURAL/RESIDENTIAL ZONE (1 residential unit/one acre)

(B) PERMISSIVE USES. A building or premise shall be used only for the following purposes:

(2) Display and sale of agricultural products, including animals raised on the premises and products incidental to the sales activity, but not including the sale or distribution of cannabis or cannabis-derived products, including hemp.

(4) Agricultural activities, including, but not limited to the raising, harvesting, and storage of fruits, vegetables, grain, hay and feed, poultry, rabbits, and the keeping and raising of livestock, riding stables and academies. All animal activities shall be conducted in accordance with §7.2.1 et seq., Animal Control. If the agricultural activity requires a state license requiring proof of water availability, a copy of that evidence must be submitted to the Village of Los Ranchos. The cultivation, intentional growth, manufacture, and distribution of cannabis and cannabis-derived products, including hemp, except for personal production of homegrown or homemade cannabis, are prohibited.

SECTION 3. Chapter 9, Article 2, Section 12 is hereby amended as follows:

§9.2.12 C-1 RETAIL COMMERCIAL ZONE

(B) USES.

Agricultural	P
Cannabis (cultivation, intentional growth, and manufacture, except for personal	X

production)	
<u>Cannabis (as qualified below)</u>	<u>P</u>
<u>Facilities shall not be located within three-hundred (300) feet of a school or daycare in existence at time of state application. Facilities shall not be located within three-hundred (300) feet of one another, based upon distance at time permit is sought.</u>	
<u>Cultivation, provided that structures shall be equipped with an activated carbon HVAC filtration system sized to effectively abate odor emissions.</u>	<u>P</u>
<u>Retailer, excepting that sale between 12:00 am and 8:00 am is prohibited.</u>	<u>P</u>
<u>Consumption area.</u>	<u>X</u>
<u>Product manufacturing, provided that structures shall be equipped with an activated carbon HVAC filtration system sized to effectively abate odor emissions.</u>	<u>C</u>
<u>Establishments serving one or more functions pursuant to their state license type(s) under the Cannabis Regulation Act, excluding manufacture.</u>	<u>P</u>
<u>Establishments serving one or more functions pursuant to their state license type(s) under the Cannabis Regulation Act, including manufacture.</u>	<u>C</u>

SECTION 4. Chapter 9, Article 2, Section 14 is hereby amended as follows:

§9.2.14 VC – VILLAGE CENTER ZONE

(C) USES.

Agricultural	C
As an ancillary use in support of an on-site permissive use, limited to an area not to exceed 10% of the area of the permissive use it supports, and not to include livestock	C
Cannabis (cultivation, intentional growth, and manufacture, except for personal production of cannabis)	X

<u>Cannabis (as qualified below)</u>	<u>P</u>
<u>Facilities shall not be located within three-hundred (300) feet of a school or daycare in existence at time of state application. Facilities shall not be located within three-hundred (300) feet of one another, based upon distance at time permit is sought.</u>	
<u>Cultivation, provided that structures shall be equipped with an activated carbon HVAC filtration system sized to effectively abate odor emissions, and that cultivation is an ancillary use in support of an on-site permissive use, limited to an area not to exceed 10% of the area of the permissive use it supports.</u>	<u>P</u>
<u>Retailer, excepting that sale between 12:00 am and 8:00 am is prohibited.</u>	<u>P</u>
<u>Consumption area.</u>	<u>X</u>
<u>Product manufacturing, provided that structures shall be equipped with an activated carbon HVAC filtration system sized to effectively abate odor emissions.</u>	<u>C</u>
<u>Establishments serving one or more functions pursuant to their state license type(s) under the Cannabis Regulation Act, excluding manufacture.</u>	<u>P</u>
<u>Establishments serving one or more functions pursuant to their state license type(s) under the Cannabis Regulation Act, including manufacture.</u>	<u>C</u>

SECTION 5. Chapter 9, Article 2, Section 15 is hereby amended as follows:

§9.2.15 AC – AGRICULTURAL-COMMERCIAL ZONE

(A) PERMISSIVE USES.

(2) Commercial activities associated directly and exclusively with horticulture, equestrian activities and general agricultural activities including, but not limited to, the raising and selling of vegetables, fruits, crops and livestock, as well as the care, feeding, training and boarding of livestock, but not to include the cultivation, intentional growth, manufacture, or distribution of cannabis or cannabis-derived products, including hemp.

SEVERABILITY CLAUSE: Should any section, subsection, paragraph, sentence, clause, phrase, provision, or part hereof is for any reason declared unconstitutional or invalid, the validity of the remaining portions hereof shall not be affected since it is the expressed intent of the Board to pass each section, subsection, paragraph, sentence, clause, phrase, provision, and every part thereof separately and independently of every other part.

COMPILING CLAUSE: This Ordinance shall be incorporated in and compiled as a part of the Code of Ordinances of the Village of Los Ranchos de Albuquerque, as provided herein.

EFFECTIVE DATE AND PUBLICATION: This Ordinance shall become effective and be in full force and effect from and after its passage, publication and posting, according to law.

PASSED, APPROVED AND ADOPTED by the Governing Body of the Village of Los Ranchos de Albuquerque this 13th day of October, 2021.

{SEAL}

APPROVED:

Donald T. Lopez, Mayor

ATTEST:

Danielle Sedillo-Molina, Clerk

12. NEW BUSINESS

- B. DISCUSSION AND APPROVAL TO ADOPT ORDINANCE NO. 283; AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021.**

**STATE OF NEW MEXICO
VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
ORDINANCE NO. 283**

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,900,000 FOR THE PURPOSE TO REFUND, PAY AND DISCHARGE THE VILLAGE'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2007; PROVIDING THAT THE SERIES 2021 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PRESCRIBING OTHER DETAILS CONCERNING THE BONDS AND TAX PROCEEDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND THE FORM, TERMS, CONDITIONS AND MANNER OF EXECUTION OF THE BONDS; RATIFYING ALL ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ORDINANCES IN CONFLICT HEREWITH.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Village of Los Ranchos de Albuquerque, New Mexico is a legally and regularly created, established, organized and existing municipality under the general laws of the State of New Mexico; and

WHEREAS, on August 15, 2007, the Village issued its General Obligation Bonds, Series 2007 in the aggregate principal amount of \$3,600,000, of which there is presently outstanding a principal amount of \$1,805,000; and

WHEREAS, the Series 2007 Bonds maturing on and after August 1, 2022 are subject to redemption at the option of the Village on and after August 1, 2016 at 100% of the principal amount then outstanding, plus accrued interest to the date of redemption; and

WHEREAS, the Village has determined to refund, pay and discharge the Refunded Series 2007 Bonds from the proceeds of the Series 2021 Bonds herein authorized and from other legally available sources and to pay costs of issuance related to the refunding of the Refunded Series 2007 Bonds; and

WHEREAS, the Village hereby determines that the issuance of the Series 2021 Bonds, under current market conditions, for the purpose of the Refunding Project will result in an over-all reduction of debt service payments to be made by the Village from ad valorem property taxes, and will effect other savings and economies, all to the benefit of the Village, and consequently will provide for the public health, safety and welfare of the Village and its citizens; and

WHEREAS, the Village Board of Trustees has determined and does hereby determine that the Bonds shall be issued 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, the Village is authorized by Sections 6-15-11 through 6-15-22 NMSA 1978, as amended and supplemented, to issue refunding bonds for the purpose of refinancing and refunding the Refunded Series 2007 Bonds in the manner herein provided; and

WHEREAS, the net effective interest rate on the Series 2021 Bonds is 0.518674%, which is not more than ten percent (10%) a year; and

WHEREAS, the Village will issue the Series 2021 Bonds only after receipt of the required approval of the Series 2021 Bonds by the Department of Finance and Administration of the State of New Mexico; and

WHEREAS, the Board determines that it is in the best interest of the Village and its residents to sell the Series 2021 Bonds to the Finance Authority at the sale price, and on the terms set forth in this Bond Ordinance and the Bond Purchase Agreement; and

WHEREAS, all required authorizations, consents and approvals of any governmental body, agency or authority in connection with (i) the general obligation pledge for the payment of the Bonds, and (ii) the authorization, execution and delivery of the Bonds, which are required to have been obtained by the date on which this Ordinance is adopted have been obtained;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance and any ordinance or resolution amendatory hereof or supplemental hereto, or relating hereto:

“Authorized Officer” means the Mayor, Treasurer, Village Clerk or other officer or employee of the Village when designated by a Certificate signed by the Mayor of the Village from time to time.

“Board” means the Board of Trustees of the Village.

“Bond Counsel” means an attorney or firm of attorneys nationally recognized as bond counsel.

“Bond Purchase Agreement” means the agreement between the Village and the Finance Authority providing for the sale by the Village and the purchase by the Finance Authority of the Bonds.

“Bonds” and “Series 2021 Bonds” means the “Village of Los Ranchos de Albuquerque, New Mexico General Obligation Refunding Bonds, Series 2021” authorized by this Ordinance.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Finance Authority” means the New Mexico Finance Authority.

“Fiscal Year” means the 12 months beginning on the first day of July of each calendar year and ending on the last day of June of the next calendar year, but it may mean any other 12-month period which any appropriate authority may hereafter establish for its Fiscal Year.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

“Interest Payment Date” means February 1 and August 1 in each year beginning on February 1, 2022.

“Outstanding” when used with reference to the Bonds and as of any particular date, means all Bonds theretofore executed by the Village and authenticated by the Registrar except: (i) any Bonds cancelled or fully paid on or before such date; (ii) any Bond in lieu of on in substitution for which another Bond has been delivered pursuant to this Ordinance; (iii) any Bond for the payment or redemption of which funds or securities in the necessary amount have theretofore been deposited with the Paying Agent (whether upon or prior to the maturity or redemption date of such Bond); and (iv) for the sole purpose of determining the percentage of Owners consenting to any amendment to this Ordinance or authorizing the exercise of any remedy hereunder, any Bonds owned by the Village. For all other purposes, Bonds owned by the Village which are not described in clauses (i), (ii) or (iii) shall be treated as Outstanding.

“Owner” means the registered owner of any Bond.

“Paying Agent” means the Treasurer (or successor in function) of the Village, as agent for the Village for the payment of the principal of and interest and premium, if any, on the Bonds.

“Payment Date” means any date upon which any payment of principal of or interest on any Bond is scheduled to be made.

“Refunded Series 2007 Bonds” means the Village’s outstanding General Obligation Bonds, Series 2007 maturing on and after August 1, 2022.

“Refunding Project” means refunding, paying and discharging the Village’s outstanding Refunded Series 2007 Bonds issued on August 15, 2007 in the aggregate principal amount of \$3,600,000, of which there is presently outstanding a principal amount of \$1,805,000.

“Registrar” means the Treasurer (or successor in function) of the Village, as registrar and transfer agent for the Bonds.

“Regular Record Date” means the 15th day of the calendar month (whether or not a business day) preceding each regularly scheduled interest payment date on the Bonds.

“Series Date” means the date of original issuance of each series of Bonds.

“Special Record Date” means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 6(b).

“State” means the State of New Mexico.

“Village” means the municipal body corporate and politic known as the Village of Los Ranchos de Albuquerque, New Mexico.

Section 2. Ratification. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Board and officers of the Village directed toward the Refunding Project, and toward the authorization, issuance and sale of the Bonds is ratified, approved and confirmed.

Section 3. Authorization of Refunding Project. The Refunding Project and the method of financing the Refunding Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds. The Refunding Project is found and declared to be necessary.

Section 4. Findings. The Board hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available for the Refunding Project from all sources other than the issuance of general obligation bonds are not sufficient to defray the cost of the Refunding 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 Refunding 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 0.518674%, which is less than 10% per annum, the maximum rate permitted by State law.

E. The Refunding Project is needed to meet the needs of the Village and its residents and will result in debt service savings for the Village.

Section 5. Authorization of Bonds. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Board. 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, pursuant to the Act, issue its negotiable, fully registered, general obligation bonds to be designated “Village of Los Ranchos de Albuquerque, New Mexico General Obligation Refunding Bonds, Series 2021,” in the aggregate principal amount of \$1,900,000. The issuance, sale and delivery of the Bonds to the Finance Authority, as purchaser, are hereby authorized.

Section 6. Bond Details.

A. Basic Details. The Series 2021 Bonds shall be issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 and shall bear interest on the basis of a 360-day year and twelve 30-day months from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date until maturity, payable semiannually on February 1 and August 1 of each year, commencing on February 1, 2022. If, at maturity, payment of the principal amount of any Series 2021 Bonds is not made as required by the Bond Ordinance, interest on the unpaid principal amount on that Series 2021 Bonds shall continue to accrue at the interest rate stated or described in that Series 2021 Bonds, until the principal amount of that Series 2021 Bonds is paid in full. The principal maturities and interest rates on the Series 2021 Bonds shall be the rates provided as follows:

SERIES 2021 MATURITY SCHEDULE

MATURITY

<u>(August 1)</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
2022	\$315,000	0.160%
2023	315,000	0.200%
2024	315,000	0.290%
2025	320,000	0.430%
2026	315,000	0.580%
2027	320,000	0.770%

B. Payment. The principal of any Bond shall be payable to the Owner thereof as shown on the registration books kept by the Registrar (which is appointed as registrar and paying agent for the Bonds), upon maturity thereof. If any Bond shall not be paid at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof as of the Regular Record Date by check or draft mailed by the Paying Agent, 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 without accruing any additional interest), to the Owner thereof on the Regular Record Date at such Owner's address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangement as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date). All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular 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 Regular Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in

whose name any Bond is registered at the close of business on a Special Record Date fixed by the Paying Agent for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for defaulted 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 Owners of the Bonds as of a date selected by the Paying Agent, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

Section 7. Prior Redemption. The Series 2021 Bonds are not subject to optional redemption prior to maturity.

Section 8. Negotiability. Subject to the provisions specifically made or implied herein, the Bonds shall be fully negotiable, and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. Execution.

A. Method of Execution. Each Bond shall be executed by the manual or facsimile signature of the Mayor under the seal of the Village; each Bond shall be executed and attested with the manual or facsimile signature of the Village Clerk; and each Bond shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the Village (subject to the requirement of authentication by the Registrar) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices.

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

Section 10. Registration, Transfer, Exchange, Replacement and Cancellation.

A. Registration Books; Transfer and Exchange. Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the office of the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds that the 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 may require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. Payment to Registered Owners. The person in whose name any Bond shall be registered on the registration books kept by the Registrar 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 as is provided in Section 6(B), 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 Owner thereof or the Owner's 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. Replacement Bonds. If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond has matured, the Paying Agent may pay such Bond in lieu of replacement.

D. Delivery of Bond Certificates to Registrar. The officers of the Village are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

E. Cancellation of Bonds. Whenever any Bond is surrendered to the Paying Agent or Registrar upon payment thereof, or for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or the Registrar, as the case may be, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar, as the case may be, to the Village.

F. Finance Authority. On the delivery date, the Bonds will be delivered to the Finance Authority for deposit with BOKF, NA, acting as Trustee for the Finance Authority.

Section 11. General Obligation Bonds. The Bonds shall constitute the general obligation debt of the Village, payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount. 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 12. Forms of Bonds, Certificate of Authentication and Assignment. The Bonds and the related Certificate of Authentication and Form of Assignment shall be in substantially the following forms:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

No. R-____ \$ _____

Interest Rate Maturity Date Series Date
_____% per annum August 1, 20__ _____, 2021

REGISTERED OWNER: NEW MEXICO FINANCE AUTHORITY

PRINCIPAL AMOUNT:

The Village of Los Ranchos de Albuquerque, New Mexico (the “Village”), for value received, promises to pay to the registered owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount stated above, in lawful money of the United States of America, and to pay to the registered owner hereof as of the Regular Record Date, being the 15th day of the calendar month preceding each regularly scheduled interest payment date, as defined in Ordinance No. 283, adopted on October 13, 2021 (which authorizes this bond and which is referred to herein as the “Bond Ordinance”), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by the Treasurer (or successor in function) of the Village as registrar for the bonds (the “Registrar” and “Paying Agent”) or by such other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on said sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above (subject to adjustment as provided herein), calculated on a 30/360 basis, payable on February 1, 2022 and semiannually thereafter on February 1 and August 1 in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If at or after maturity, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full.

This Bond is subject to payment on August 1 in each of the years and principal amounts stated below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. As and for the redemption of this Bond, the Village shall cause to be deposited in the interest and sinking fund a sum which is sufficient to redeem (after credit as provided below) the following principal amounts of this Bond plus accrued interest to the redemption date:

<u>(AUGUST 1)</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
2022	\$315,000	0.160%
2023	315,000	0.200%
2024	315,000	0.290%
2025	320,000	0.430%
2026	315,000	0.580%
2027	320,000	0.770%

The Bonds are not subject to optional redemption prior to maturity.

The Bonds are fully registered (i.e., registered as to payment of both principal and interest), and are issuable in the denomination of \$5,000 or any denomination which is an integral multiple of \$5,000 (provided that no bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual bond shall be issued for more than one maturity).

This bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered bond of authorized denomination or denominations of the same aggregate principal amount and maturity shall be issued to the transferee in exchange for this bond, subject to such terms and conditions as set forth in the Bond Ordinance. The Village, the Paying Agent and the Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This bond is one of a series of bonds designated “Village of Los Ranchos de Albuquerque, New Mexico General Obligation Refunding Bonds, Series 2021” of like tenor and date, except as to interest rate, number and maturity, authorized for the purpose to (1) refund, pay and discharge the Village’s outstanding General Obligation Bonds, Series 2007, and (2) pay costs of issuance of the Bonds.

This bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of New Mexico.

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 Board 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.

The Village covenants and agrees with the registered owner of this bond and with each and every person who may become the registered owner hereof that it shall keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the conditions, and every registered owner hereof by accepting the same agrees with the obligor and every subsequent registered owner hereof that the principal of and the interest on this bond shall be paid, and this bond is transferable, free from, and without

regard to any equities between the obligor and the original or any intermediate registered owner hereof for any set-offs or cross-claims.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the Board and officers of the Village in the issue of this bond; and that it is issued pursuant to and in strict 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.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the Village of Los Ranchos de Albuquerque, New Mexico has caused this bond to be signed, subscribed, and executed, and attested with the manual or facsimile signatures of the Mayor and the Village Clerk, respectively; has caused its corporate seal to be affixed hereon, all as of the Series Date.

{SEAL}

VILLAGE OF LOS RANCHOS DE
ALBUQUERQUE, NEW MEXICO

By _____
Donald T. Lopez, Mayor

ATTEST

By _____
Danielle Sedillo-Molina, Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

TREASURER (OR SUCCESSOR IN FUNCTION)
OF THE VILLAGE OF LOS RANCHOS DE
ALBUQUERQUE, NEW MEXICO, as Registrar

By _____
Authorized Officer

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

For value received, _____ hereby sells,
assigns and transfer unto _____ the within
bond and hereby irrevocably constitutes and appoints _____, attorney, to
transfer the same on the books of the Registrar, with full power of substitution in the premises.

Signature Guaranteed:

Name and Address of Transferee:

Dated: _____ Social Security Number or
Other Tax Identification Number: _____

(End of Form of Assignment)

(End of Form of Bond)

Section 13. Delivery of Bonds and Initial Registration. When the Bonds have been duly executed, authenticated, registered and sold, the Village shall deliver them to the Finance Authority on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of the Finance Authority.

Section 14. Disposition of Proceeds. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for the Bonds, but the Finance Authority 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 15. Levy of Taxes; Payment of Bonds. 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 the 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 Board 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 Board 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 16. Delegated Powers. The Mayor, Treasurer, Village Clerk and other Authorized 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 publication of the summary of ordinance set out in Section 29 of this Ordinance (with such changes, additions and deletions as they may determine), and delivery of the Bond Purchase Agreement and of such certificates as may be required by the Finance Authority, the Bond Purchase Agreement, or Bond Counsel.

Section 17. Events of Default. Each of the following events is an "Event of Default":

A. Nonpayment of Principal. Any payment of the principal of any of the Bonds is not made when due and payable at maturity or otherwise.

B. Nonpayment of Interest. Any payment of any installment of interest on the Bonds is not made when the same becomes due and payable or within 30 days thereafter.

C. Default of any Provision. Any failure by the Village to observe or perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in Section 17(A) or Section 17(B)), which failure continues for a period of 60 days after written notice specifying the failure and requesting that it be remedied has been given to the Village by the Owners of 25% in principal amount of the Bonds then Outstanding.

D. Bankruptcy or Insolvency of Village. (1) The Village shall (a) apply for or consent to the appointment of or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Village or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code, or (c) file a petition seeking to take advantage

of any other law relating to bankruptcy, insolvency, or reorganization or (2) a proceeding or case shall be commenced, without application or consent of the Village, in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Village, (b) appointment of a trustee, receiver, custodian, liquidator or the like of the Village or of all or a substantial part of its assets, or (c) similar relief in respect of the Village under any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Section 18. Remedies upon Default. Upon the occurrence and during the continuance of any Event of Default, the Owners of not less than 25% in principal amount of the Bonds then Outstanding, including but not limited to a trustee or trustees therefor, may proceed against the Village, the Board, and its agents, officers and employees to protect and enforce the rights of any Owner under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained herein or in an award or execution of any power herein granted for the enforcement of any power, legal or equitable remedy as such Owners may deem most effectual to protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Board to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds then Outstanding. The failure of any Owner so to proceed shall not relieve the Village or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege or any Owner (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 19. Duties upon Default. Upon the occurrence and during the continuance of any Event of Default, the Village shall do and perform all proper acts on behalf of and for the Owners to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. In the event the Village fails or refuses to proceed as provided in this Section 19, the registered Owners of not less than 25% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as hereinabove provided.

Section 20. Federal Tax Matters.

A. Tax Compliance. The Village (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 excludable 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 on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government from the Rebate Fund, if required, (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, Treasurer 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, if any, as may be required or appropriate to assure such

exclusion of that interest.

B. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the Village hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the “Rebate Fund”). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the Rebate Fund shall be free and clear under any pledge under this Bond Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedure that in a manner provided in Section 22 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the Village, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The Village shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The Village shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code.

C. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The Village has no "subordinate entities" with authority to issue tax-exempt obligations within the meaning of that Section of the Code. In that connection, the Village hereby covenants that in or during the calendar year in which the Bond is issued, the Village (i) will not designate as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of ten million dollars and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding ten million dollars.

Section 21. Defeasance. 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 22. Investment of Monies. 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 Board 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 23. Ordinance Irrepealable. 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 irrepealable 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 24. Severability. If any section, paragraph, clause or provision shall 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 25. Repealer Clause. All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution or part of any ordinance or resolution heretofore repealed.

Section 26. Amendment. This Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained herein, to add to the covenants and agreements in this Ordinance for the protection or benefit of the Owners, to subject to this Ordinance additional revenues, properties or collateral, to comply with the provisions of the Code, or to comply with any rule or regulation of the Securities and Exchange Commission relating to the Bonds. Except as provided above, this Ordinance may be amended or supplemented by ordinance adopted by the Board in accordance with the laws of the State, without receipt by the Village of any additional consideration but with the written consent of the Owners of 75% of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that no such ordinance (without the consent of the registered owners of all of the Bonds authorized by this Ordinance and outstanding at the time of adoption of such amendatory or supplemental ordinance) shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction in the principal amount of any Bond or the rate of interest thereon due in connection therewith; or
- C. A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or
- D. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Ordinance; or
- E. The modification of or otherwise affecting the rights of the registered owners of less than all of the Bonds then outstanding.

Notwithstanding the foregoing, prior to the issuance of the Bonds, this Ordinance may be amended by resolution of the Village Board to cure, correct or supplement any defect or inconsistent provision contained herein.

Section 27. Payment Due on Other than Business Days. In any case where the date of payment of principal, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds, or the date for performing any act or exercising any right, shall be a day other than a business day, then payment of interest or principal and premium, if any, or the performance of such act or exercise of such right need not be made on such date but may be made on the next succeeding business day with the same force and effect as if it had been made on the date scheduled for such payment, performance, or exercise.

Section 28. Financial Information. The Village will provide the Finance Authority with financial statements after the conclusion of each Fiscal Year as long as the Bonds are outstanding.

Section 29. Publication of Ordinance. The following notice shall be published one time in the *Albuquerque Journal*, being a legal newspaper published and of general circulation in the Village, as soon as is practicable following the adoption hereof:

(Form of Notice of Adoption)

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO
 NOTICE OF ADOPTION OF ORDINANCE NO. 283

Notice is given of the adoption by the Village Board of the Village of Los Ranchos de Albuquerque, New Mexico of its Ordinance No. 283 on October 13, 2021, relating to Village of Los Ranchos de Albuquerque, New Mexico General Obligation Refunding Bonds, Series 2021. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,900,000 FOR THE PURPOSE TO REFUND, PAY AND DISCHARGE THE VILLAGE'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES

2007; PROVIDING THAT THE SERIES 2021 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PRESCRIBING OTHER DETAILS CONCERNING THE BONDS AND TAX PROCEEDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND THE FORM, TERMS, CONDITIONS AND MANNER OF EXECUTION OF THE BONDS; RATIFYING ALL ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ORDINANCES IN CONFLICT HEREWITH.

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 of Form of Notice of Adoption)

PASSED, APPROVED AND ADOPTED by the Governing Body of the Village of Los Ranchos de Albuquerque this 13th day of October, 2021.

{SEAL}

VILLAGE OF LOS RANCHOS DE
ALBUQUERQUE, NEW MEXICO

Donald T. Lopez, Mayor

ATTEST:

Danielle Sedillo-Molina, Clerk

12. NEW BUSINESS

C. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2021-10-01; PARTICIPATION IN STATE OF NEW MEXICO DEPARTMENT OF TRANSPORTATION FUND 89200 CAPITAL APPROPRIATION PROJECT.

**STATE OF NEW MEXICO
VILLAGE OF LOS RANCHOS ALBUQUERQUE
RESOLUTION NO. 2021-10-01**

PARTICIPATION IN STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION FUND 89200
CAPITAL APPROPRIATION PROJECT

WHEREAS, the Village of Los Ranchos de Albuquerque and the New Mexico Department of Transportation are to enter into a Capital Appropriations Project Agreement, and

WHEREAS, the project is described as follows:

- DFA Appropriation ID F2988NMDOT Control Number C3212988
- In the amount of \$250,000.00
- Appropriation reversion date of 6/30/2025
- Laws of 2021, Chapter 138, Section 33, Subsection 29, Two Hundred Fifty Thousand Dollars and No Cents.
- To plan, design, and construct road improvements to Fourth Street NW from Pueblo Solano Rd to Ortega Road in Los Ranchos de Albuquerque in Bernalillo County.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Governing Body of the Village of Los Ranchos de Albuquerque, State of New Mexico accepts the grant of funds from this appropriation in accordance with the terms and conditions of the Agreement and hereby grants authority to Mayor Donald T. Lopez to bind the Village of Los Ranchos as the grantee.

PASSED, APPROVED, AND ADOPTED by the Village of Los Ranchos de Albuquerque Board of Trustees this 13th day of October 2021.

{SEAL}

APPROVED:

Donald T. Lopez, Mayor

ATTEST:

Danielle Sedillo-Molina, Clerk

Contract Number: _____
Vendor Number: 0000046888
Control Number: C3212988

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20 __, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and Village of Los Ranchos de Albuquerque, 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 2021, Chapter 138, Section 33, Subsection 29, 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, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

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:

DFA Appropriation ID F2988 NMDOT Control Number C3212988 **\$250,000**

APPROPRIATION REVERSION DATE: 6/30/2025

Laws of 2021, Chapter 138, Section 33, Subsection 29, Two Hundred Fifty Thousand Dollars and No Cents (\$250,000), to plan, design and construct road improvements to Fourth street NW from Pueblo Solano road NW to Ortega road NW in Los Ranchos de Albuquerque in Bernalillo county; .

The Grantee’s total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars and No Cents \$250,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if

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.

applicable, Zero Dollars and Zero Cents (\$ 0.00), which equals Two Hundred Fifty Thousand Dollars and No Cents (**\$250,000**) (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: Village of Los Ranchos de Albuquerque

Name: Ann Simon
Title: Village Administrator
Address: 6718 Rio Grande Blvd. NW, Los Ranchos de Albuquerque, New Mexico 87107
Email: asimon@losranchosnm.gov
Telephone: 505-344-6582

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: Department of Transportation District 3 Office
Name: Marguerite Johnson
Title: Local Government Road Fund Coordinator
Address: P.O. Box 91750, Albuquerque, NM 87199-1750
Email: Marguerite.Johnson@state.nm.us
Telephone: 505-490-3502

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 **6/30/2025** 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 subawards, 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 Los Ranchos de Albuquerque may immediately terminate this Agreement by giving Contractor written notice of such termination. The Village of Los Ranchos de Albuquerque’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 Los Ranchos de Albuquerque or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Los Ranchos de Albuquerque 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 Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Village of Los Ranchos de Albuquerque 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 Los Ranchos de Albuquerque 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.

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

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

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

Craig C. Kling
Craig C. Kling (Sep 13, 2021 15:33 MDT)

By: Craig Kling

Its: Assistant General Counsel

Sep 13, 2021

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. GF GOB STB (attach wire if first draw)

I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. 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. 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 _____

Date: _____

Printed Name _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer _____ Date _____

Division Project Manager _____ Date _____

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
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.

Attachment A

The Village of Los Ranchos de Albuquerque shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Village of Los Ranchos de Albuquerque shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.






C3212988 Capital Outlay Agreement

Final Audit Report

2021-09-13

Created:	2021-09-13
By:	Betty Romero (Betty.Romero2@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQFV8oNzQLUwxM9EYO-OzSz5_aNO8F7Y6

"C3212988 Capital Outlay Agreement" History

-  Document created by Betty Romero (Betty.Romero2@state.nm.us)
2021-09-13 - 6:28:02 PM GMT- IP address: 164.64.74.20
-  Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-13 - 6:28:54 PM GMT
-  Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-13 - 9:32:54 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-13 - 9:33:37 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Agreement completed.
2021-09-13 - 9:33:37 PM GMT

12. NEW BUSINESS

- D. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2021-10-02; PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION.**



September 3, 2021

Donald T. Lopez, Mayor
Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd. NW
Los Ranchos De Albuquerque, New Mexico 87107

Dear Donald T. Lopez:

We are pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: **'4th St. revitalization; final design, lane reduction, ADA sidewalk, drainage, lighting, landscaping'** was approved by the State Transportation Commission on August 26, 2021 and will be included in the New Mexico Department of Transportation's FY22 TPF Program.

The total estimated cost for your project is \$750,000 the Department has allocated \$712,500 in TPF funds, with a local match requirement of \$37,500.

The Project Oversight Division will develop a project agreement and forward to you for signature.

If your application indicated that you would be interested in applying for Match Waiver funds, please submit a cover letter and resolution to my office no later than 5:00 pm on September 30, 2021.

If you have any questions or comments, please contact me at (505) 699-9946 or Clarissa.Martinez@state.nm.us.

Sincerely,

Clarissa Martinez
Project Oversight Division, State Grants Manager

C: Marguerite Johnson, District Coordinator
Justin Gibson, P.E, District Engineer

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
 Vendor No. 0000046888
 Control No. HW2LP30030

**TRANSPORTATION PROJECT FUND
 GRANT AGREEMENT**

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **4th St. revitalization; Final Design to include lane reduction, ADA sidewalk, drainage, lighting, landscaping** (Project or CN LP30030). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Seven Hundred Fifty Thousand Dollars and No Cents (**\$750,000.00**) to be funded in proportional share by the parties as follows:

- | | |
|---|---------------------|
| 1. Department’s share shall be 95% | \$712,500.00 |
| 4th St. revitalization; Final Design to include lane reduction, ADA sidewalk, drainage, lighting, landscaping | |
| 2. The Public Entity’s required proportional matching Share shall be 5% | \$37,500.00 |
| For purpose stated above | |
| 3. Total Project Cost | \$750,000.00 |

- b. The Public Entity is responsible for all costs that exceed Project funding.
 c. All allocated funds must be spent by **June 30, 2025**.
 d. The Public Entity represents that no federal funds will be used to finance the Project.
 e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.
 2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:

1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as

Exhibit B.

- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

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

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

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

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

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

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP30030

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP30030**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

Village of Los Ranchos de Albuquerque

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: *Craig C Kling*
Craig C Kling (Sep 23, 2021 16:02 MDT)
Assistant General Counsel

Date: Sep 23, 2021

Village of Los Ranchos de Albuquerque

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

**STATE OF NEW MEXICO
VILLAGE OF LOS RANCHOS ALBUQUERQUE
RESOLUTION NO. 2021-10-02**

EXHIBIT B

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Los Ranchos de Albuquerque and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$750,000 to be funded in proportional share by the parties hereto as follows:

- A. New Mexico Department of Transportation's share shall be 95% or \$712,500.00 and
- B. Village of Los Ranchos de Albuquerque's proportional matching share shall be 5% or \$37,500.00

TOTAL PROJECT COST IS \$750,000.00

The Village of Los Ranchos de Albuquerque shall pay all costs, which exceed the total amount of \$750,000.00.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Los Ranchos de Albuquerque determines, resolves, and orders as follows:

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

The agreement terminates on June 30, 2025 and the Village of Los Ranchos de Albuquerque incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT FURTHER RESOLVED by the Governing Body of the Village of Los Ranchos de Albuquerque to enter into Cooperative Agreement for Project Control Number **LP30030** with the New Mexico Department of Transportation for the TPF Program for year 2022 for 4th St. revitalization; Final Design to include lane reduction, ADA sidewalk, drainage, lighting, and landscaping within the control of the Village of Los Ranchos de Albuquerque in New Mexico.

PASSED, APPROVED, AND ADOPTED by the Village of Los Ranchos de Albuquerque Board of Trustees this 13th day of October 2021.

{SEAL}

APPROVED:

Donald T. Lopez, Mayor

ATTEST:

Danielle Sedillo-Molina, Clerk

%&" NEW BUSINESS

E. ΠΡΟΤΕΙΝΟΜΕΝΟ ΑΝΤΙΣΤΡΑΤΗΓΙΚΟ ΣΧΕΔΙΟ ΔΡΑΣΕΩΝ ΚΑΙ ΠΡΟΒΛΕΨΕΩΝ
ΓΕΝΙΚΟΥ ΧΑΡΑΚΤΗΡΟΣ ΓΙΑ ΤΟ ΕΠΕΛΘΟΥΣ ΕΤΟΣ ΚΑΙ ΤΑ ΕΠΕΛΘΟΥΣ
ΕΤΗ

(A) **MEMBERSHIP:** ΠΡΟΒΛΕΨΕΙΣ ΑΝΤΙΣΤΡΑΤΗΓΙΚΟ ΣΧΕΔΙΟ ΔΡΑΣΕΩΝ
ΚΑΙ ΠΡΟΒΛΕΨΕΩΝ ΓΙΑ ΤΟ ΕΠΕΛΘΟΥΣ ΕΤΟΣ ΚΑΙ ΤΑ ΕΠΕΛΘΟΥΣ
ΕΤΗ

Α

1) CONNIE BARROW

CONNIE BARROW

ACTOR, HOST, FILMMAKER

██████████ Chamisal Road, NW, Los Ranchos, NM 87107
██

CONNIEBRANSILVER.COM

September 27, 2021

Mayor Donald T. Lopez,
Ms. Tiffany Justice, Planning and Zoning Commission
Ms. Ann Simon, Village Administrator
Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd. NW
Los Ranchos, NM 87107

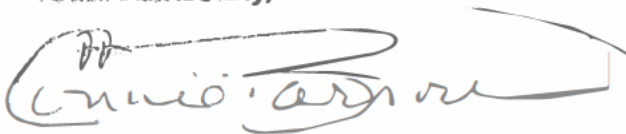
Dear Mayor Lopez, Ms. Justice and Ms. Simon,

Re: Interest in Appointment to the Planning and Zoning Commission

Please be advised that I would be honored to be appointed to the Village of Los Ranchos Planning and Zoning Commission for a one year term beginning today. I understand and accept the duties of the Commission, and I understand and accept that these duties are entirely voluntary.

A brief resumé accompanies this letter. If you have questions about my qualifications or dedication to the duties of the position, please feel free to let me know.

Yours sincerely,



Connie K. Barrow

CONNIE BARROW

ACTOR, PHOTOGRAPHER, FILMMAKER

Chamisal Road, NW, Los Ranchos, NM 87107

Born - Albuquerque, NM, [REDACTED]

- Manzano Day School
- Highland High School - 1960
- Duke University, Durham, NC - BA 1964

US House of Representatives, US Senate - Washington, DC 6 years

- Sen. Clinton P. Anderson (D-NM) — Intern
- Cong. Tom Morris (D-NM) - Legislative Aide
- Sen Joe Montoya (D-NM) - Legislative Aide
- Cong. Flo Dwyer (R-NJ) - Legislative Assistant
- Cong. Bill Steiger (R-WI) - Legislative Assistant

UNM School of Law, JD 1975

- Admitted to Bar of NM and Washington, DC

London, England - 12 years

- Co-owner, Equator Petroleum, London & Accra, Ghana
- Private Banker, Merrill Lynch International Bank

Merrill Lynch, Washington, DC - 2 years

- Broker - US & International

Naples, FL - 28 years

- Conservation Photographer - worldwide, mainly tropics
 - iLCP, NANPA, multiple awards
 - National Geographic, UNESCO, WRI, WWF, Nat'l Audubon, Harvard, JGI, etc
 - two books on Everglades ecosystem
- Guardians of the Everglades - art, photography, conservation, film production

Los Ranchos, NM - 3-1/2 years

- Actor
- Learning my old/new habitat

Personal -

- [REDACTED]
- [REDACTED] - [REDACTED] ■ [REDACTED]
- [REDACTED]

13. TRUSTEE INFORMAL DISCUSSION

ROUNDTABLE DISCUSSION IS INFORMAL; THE BOARD OF TRUSTEES WILL TAKE NO OFFICIAL VOTE OR OTHER OFFICIAL ACTION.

(There are no supplemental documents included in this section)