August 2020
Corrales Fire

- Continually reevaluating all department procedures as related to COVID-19 to ensure safety of staff and citizens. Last update
- Installed Doggy Poop Stations purchased with Bosque Advisory Commission and placed trash cans – Animal Services helped with installation
- Sent crew of 4 to California under a State EMAC deployment
- Due to lack of moisture burning is not being allowed
- PPE is still difficult to find- this is a search made almost daily. Current PPE supply is good. We were able to find gloves, surgical masks and feet covers
- Cleaning up Loma Larga where fire lines have been placed
- Limiting entry to the Fire station to on duty Staff or scheduled volunteers, this includes staff working from home under the COOP plan.
- Daily health checks and sign in required of all staff
- Volunteer staff can schedule a time to come to station. Health check required
- Following a UVA light schedule for fire department
- Preparing to order a larger scale disinfectant generator via CARES funds awarded from grant application request
- Using Hypochlorous Acid as a decontamination spray. Received the two small generators they work great on a small scale
- Delivered disinfectant to Parks and Recreation a long with equipment to apply the disinfectant
- Loma Larga hydrant project, Capital outlay and Grant funding completed line installation finishing concrete and bollard install. They are operational.
- Submitting Fire Grant Council grant for additional hydrant lines.
- Burn Boss air burner trailer Solid waste permit on Air Quality permit is on hold due to Public Health Orders.
- Working with Bosque Advisory Commission and State forestry on a test project using goats to reduce fire danger in the Bosque.
- Forestry Truck funded under Capital Outlay has shipped. The bucket for the truck is complete, Due to COVID the truck production was slowed. It should be ready for delivery in 6- weeks Reissued PO for the truck and working with finance to issue new Notice of Obligation with DFA capital Outlay Bureau
- Finalized Tender design have State fire Marshal’s approval to purchase, purchase order issued. Reissued PO for FY20/21
  - Public safety bond funding
- Station Rear building design
- Station 3 design
- Station Dorm- Bond fund
Corrales Fire

- Issued PO for the construction – this is a higher priority as COVID-19 is here and may make a second wave, this would allow for Fire fighter PUI’s to have a place to stay and allow for more separation of staffing start date 9-8-2020
- Public safety bond funding
- Issue Wage Determination and Notice to Proceed.

- Attended the zoom monthly Bosque Commission meeting
- Uploaded monthly report to the National Fire Incidents Reporting system
- Work with Planning and Zoning on Cell tower and Angel Hill
- Fire and EMs training has been switched to an online platform.
- Submitted updates to all of the Fire department Capital Outlay item to Aaron to enter them into CPMS
- Occupancy calculations for business that need them from the department

EMS

- Updated, created protocols and Trainings on COVID 19
- Working with Adult Protective Service on follow ups.
- Speaker at Kiwanians online meeting on funds they granted for EMS
- Working with Corrales Equestrian Advisory Board on Web based Animal evacuation training
- Found needed EMS PPE
- Answering questions related to COVID and have supplies monitoring devices.
- Drug and supply shortages are increasing and well as price increases due to the COVID pandemic
- State EMS Bureau has changed renewal requirements for 2020 EMS due to COVID. Assigned classes to all Corrales EMTs. Working on zoom trainings
- Updating EMS protocols – working with Dr. Braude on several changes
- Updated Albuquerque Ambulance Contract contractor has in in review to COVID-
- Work on state Special skills program – on hold currently due to COVID
- Work towards UNM Children’s Pediatric Champion designation, on going project.
- Looking for funding sources for a new Life Pak cardiac monitor defibrillator to replace the Life Pak 12 purchased in 2000.
- Lifepak 15 and 1000 had annual inspection, Lifepak 12 is good through November then no longer covered by manufacture

- VFA Grant
  - Ready to purchase item in the grant. Finishing the quotes
    - Working on quotes for items in the grant
    - Match is from fire Fund $2,000.
Loma Larga Hydrants

State Fire Council grant and Capital Outlay

- 1,500 feet of line installed and four hydrants. They are operational.
- Finance has submitted all reimbursements
- Reissued PO for line completion

Casa San Ysidro

- City of Albuquerque easement to bring the Loma Larga line to Casa San Ysidro needs to be signed by both City of Albuquerque and Corrales once this is done Capital outlay will be used to run the line. Working with Administration to get an agreement Working with DFA and Corrales finance office to obligate funds

Corrales Road Hydrants

- Completed but will be a future project for more lines as funding is secured

Angel Hill

- Contract has been executed and work is underway
- 100% for site development plan is completed
- Design phase of project is underway and 95% complete, COVID has slowed the process as the engineering firm is also teleworking
- Have received DFA approval to finish the project new NOO received.
- Seek additional funding once engineering is done to start construction

Fire Mitigation Vehicle

- $180,276.00 Capital outlay funds. The Forestry truck is being purchased with a bucket lift to assist in mitigation completion date the truck should be delivered in 6-weeks.

Emergency Management

- COVID 19 test site NMDOH is working on hotspot areas
  - Test site location link is on Village website
  - Sent information to people who have asked for test site information
  - Case count at 35-8-13-2020
- Updating website COVID Resources – daily
August 2020
Corrales Fire

- CARES grant application was submitted and awarded 350,000 for village 255,600 for local businesses
- Worked with NMDHSEM to increase funding for the Salce Basin Project Village will receive an extra 238,000 to help cover costs of the project.
- Sent updated business requirements pertaining to COVID to MainStreet to send out to businesses
- Assisting businesses who request additional information on COVID safe practices including masks.
- Answering calls and responding to emails on COVID and PHO
- Working with NMDFA on census
  - Will attend Gowers Market with census information
- Attending online FEMA training on COVID Grants and other required items
- Taking NM Safe Certified classes COVID trainings for businesses recommended Village Staff take Retail and office will complete the others
- Completed:
  - Restaurants: COVID-Safe Practices
  - Manufacturing, Warehouse, & Food Production: COVID-Safe Practices
  - Farm, Ranch, Dairy Producers & Processors: COVID-Safe Practices
  - Office & Call Centers: COVID-Safe Practices
  - Retail: COVID-Safe Practices
- Delivered food to people requesting
  - Food to senior Center
- Worked with Grower’s Market on the market operation plan
  - Planning for Census information day following COVID Safe practices
  - Market donating left over fresh vegetables delivering them to families and will be delivering to Senior Center for their drive through pickup
- Corrales Staff handing out Corrales Masks
- Continually monitoring and updating COVID response and mitigation.
- Completed Grants Portal Registration and submitted Request for Assistance working on PA project
- Completed “Streamlined Project Application” work sheets for a COVID reimbursement. Working with state on additional Salce basin funding from FEMA
- Working with finance to get all required documentation for Grants Portal submissions
- Submitting daily PPE in stock and use to the State.
- Completing Situation Reports (Sitrep)
- Updating EMResource daily
- Tracking donated resources
- Transferring PPE to other Departments as requested by department heads. Each department has been asked to give a two-week lead time for items.
- Sending Mainstreet all Economic development information.
• Looking for other grants to defer cost or replace lost revenue.
• Daily required activities
  o State Emergency Operations Center call every day at 11:00
  o General’s Briefing every day at 10:00
• Look for funding for flood control measures for property acquisition for holding areas and emergency routes
• LEPC meeting held via zoom 7-8-2020
  o a grant which Rio Rancho will act as fiscal agent to create a Hazardous Material plan for all of Sandoval county including municipalities was reissued.

Fire Season
• Increasing staffing on Red Flag days and extreme temperature days. This allows for more bosque patrols and more staffing for extinguishment.
• Completing all required training on line now

Basic Incident Type Code And Description (FD1.21) | Total Incidents
--- | ---
141 - Forest, woods or wildland fire | 1
321 - EMS call, excluding vehicle accident with injury | 52
323 - Motor vehicle/pedestrian accident (MV Ped) | 1
324 - Motor vehicle accident with no injuries. | 1
342 - Search for person in water | 2
412 - Gas leak (natural gas or LPG) | 1
445 - Arcing, shorted electrical equipment | 1
553 - Public service | 2
554 - Assist invalid | 2
561 - Unauthorized burning | 1
600 - Good intent call, other | 1
611 - Dispatched and cancelled en route | 3
631 - Authorized controlled burning | 1
651 - Smoke scare, odor of smoke | 6
**Total** | **75**

August 2020
### August 2020

**Patient Age Range In Years** | **Number of Runs**
--- | ---
unknown | 4
1-9 | 1
10-19 | 4
20 – 29 | 6
30 – 39 | 3
40 – 49 | 4
50 – 59 | 2
60 – 69 | 8
70 – 79 | 13
80 – 89 | 12
90 – 99 | 3
**total** | **60**

### August 2020

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Memo

TO: Jo Anne Roake, Mayor
FROM: Michelle Frechette, Municipal Court Judge
DATE: September 1, 2020

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BALANCE OF BOND ACCOUNT: $200.00

BOND IN: $0-
BOND OUT: $0-

PAID TO VOC (OUT): $0-
REFUNDED TO: POSTING PARTY $0-
BOND FORFEITURE (Village above) $0-

TOTAL BOND ACCOUNT BALANCE $200.00

CC: VILLAGE OF COUNCIL MEMBERS
    Ron Curry, VILLAGE ADMINISTRATOR
    Aaron Gjullin, VILLAGE CLERK
    VILLAGE FINANCE OFFICER

**The payer and specific line item amounts for each case are available upon request**
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August, 2020 CPD & Animal Services Fleet Vehicle Fuel Cost $2,011.50
August, 2020 CPD & Animal Services Fleet Vehicle Maintenance & Repair Costs $1,482.75
Parks and Recreation

- I am working with Facility Build to get a design for the new gym. I am not sure when it will be completed.
- The pool has been shut down and winterized. The summer brought a few smiles on some kids faces.
- The pond will be stalked one more time with catfish before we start getting the trout.
- Mike and I are working on getting a drip system at the farmland for the trees.

Training

- None
Public Works/Wastewater – August 2020

Public Works

- Roads Graded see attached
- Roads Mowed see attached
- Meter readings, Bac-Tees THMs
- Poured concrete pads around inlets La Entrada
- Installed Monitor at Police Department
- Cleared weeds and debris Administration grounds
- Fabricated shim and installed on Brush Hog turnable
- Fabricated and installed 60” Valve Pit and Cover Gonzalez Field
- Attended 3-Day online course from EPA on MS4
- Mowed and Swept Loma Larga Bike Path
- Trimmed trees and brush on Hollywood Blvd
- Cleared pipe metal etc. from old Public works yard
- Repaired shift linkage on Brush Hog
- Installed ice maker Senior Center
- Installed more shelving P&Z

Wastewater

- Located Wastewater for 811 calls
- Flushed Wastewater line from Cabezon - Wagners
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This will be a Teleconference Meeting which the public is allowed to join. You will be allowed to join meeting until 6:35 p.m. Please call: 1-669-900-6833 Meeting ID: 820 0462 7301#

For any questions regarding the teleconference meeting call Aaron at 505-897-0502

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. GOVERNING BODY PRESENT

Present: Mayor JoAnne D. Roake, Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

C. APPROVAL OF AGENDA

Mayor Roake: I would like to approve the agenda with one adjustment. I would like to move the budget narrative to Item two of New Business.

Motion: to approve the amended agenda, Action: Approve, Moved By: Councilor Woldman, Seconded By: Councilor Knight

Vote: Motion carried by unanimous vote (summary: Yes=6)

Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray,
D. PRESENTATIONS

Mike Hamman – MRGCD – Not present, so no presentation was made.

E. REPORTS:

1. Administrator Report
   • Police Sergeant Introduction

   Administrator Curry: First thing I would like to turn it over to Chief Vic who has some announcements to make.

   Chief Mangiacapra: I do not think there is anyone in the Village who does not know who Julie Rogers is in a good way. She has been with us for five years and has been crucial to revitalizing our Neighborhood Watch Program. She implemented Coffee with a Cop, Cocoa with a Cop, Cops and Crayons as well as Books and Badges community outreach programs. She serves as our primary detective. She went through the Sergeant promotional process along with three of her peers. As a result of the comprehensive testing, Officer Rogers was selected for the appointment. Hopefully we will be able to introduce Sergeants Rogers in person in the future, but for now I am very proud to introduce her in this virtual format. Welcome Detective Sergeant Julie Rogers.

   Administrator Curry: Thank you Chief. Other things I would like to mention is that Randy Autio and I continue to work with Councilor Knight on some of her proposals that she is considering bringing before Council regarding private roads. We are also working with Councilor Knight with some ancillary building discussions she has been having. We were about to be having some discussion with MRCOG regarding Chapter 18 issues.

2. Department Reports

   Councilor Murray: I had a question for Chief Vic, you mention in your weekly Next Door report about damage to the Boy Scout Bridge. I was wondering if you could say something about that?

   Chief Mangiacapra: A nearby resident was kind enough to send me a photograph of some damage to the railing. Chief Martinez has reached out to Mr. Brown to give it a once over and see what we are looking at in terms of repairs. At this time we do not have a potential suspects.

   Councilor Woldman: Chief is there any update on the horse slaughter situation?

   Chief Mangiacapra: Nothing as of now. The New Mexico Livestock Board is the primary on this case and has been keeping in close touch with us, but no new developments.
3. Commission Reports

**Councilor Burkett:** I had a question about the Bosque Advisory Commission Meetings. There was some discussion about changing the bosque hours, is that something we are going to be addressing in the future?

**Mayor Roake:** We are going to take that step. Right now, we have changed the hours based on the emergency powers I have. Then we will go back and make a more permanent change once the Emergency Declaration is over. The cutting back of hours actually makes it consistent with the surrounding areas as well.

**F. COUNCILORS FORUM:** *This section is for information purposes only, not for discussion and debate, to inform the Governing Body of an issue/concern that would not be addressed on the agenda during the business session.*

**Councilor Murray:** I would just like to comment that if you have not filled out the 2020 Census, then please do. That impacts a lot of the things we do in the Village and funding that the state receives.

**G. CORRALEÑOS FORUM:** *This section is for information purposes only, not for discussion and debate, to inform the governing body of an issue or concern that would not be addressed on the agenda during the business session. There is a 3-minute time limit, unless approved by the Presiding Officer.*

All comments must be emailed and will be read into the record. Please email comments to at agjullin@corrales-nm.org no later than 12:00 pm on Tuesday July 21st. If you wish to discuss an agenda item, we will ask for public comment during the specific item. We would request you let us know if you would wish to speak by 12:00 pm on Tuesday July 21st, so that we can make sure to specifically hear from each person wanting to speak. However, it is not required that you email or call ahead to speak.

**H. CONSENT AGENDA:** *All matters listed under the Consent Agenda are considered to be routine by the Village Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

**Councilor Murray:** I would like to pull the minutes from June 16th and June 30th.

1. Approval of minutes for June 16th, 2020 Regular Council Meeting.
2. Approval of minutes for June 30th, 2020 Special Council Meeting.
3. Approval of minutes for July 14th, 2020 Special Council Meeting.

**Motion:** to approve the consent agenda, **Action:** Approve, **Moved By:** Councilor Lucero, **Seconded By:** Councilor Burkett
Vote: Motion carried by unanimous vote (summary: Yes=6)
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

I. ITEMS REMOVED FROM CONSENT AGENDA:

1. Approval of minutes for June 16th, 2020 Regular Council Meeting.

Councilor Murray: I had two questions for Chief Vic that I would like to have reinserted. First was about body cameras which the chief answered that they do wear them and have the appropriate policies in place. The second was does the Village receive any federal funding for tactical equipment and training and the chief’s answer was no. In the June 30th minutes, it seemed to be devoid of comments. Was there more discussion than what we received?

Administrator Curry: I am not aware of any more comments.

Clerk Gjullin: Not to my knowledge, but I am happy to go back and double check.

Councilor Murray: That’s fine, then I would Move that we approve the June 30th minutes.

Motion: to approve the June 30th minutes, Action: Approve, Moved By: Councilor Murray, Seconded By: Mayor Pro Tem Dornburg
Vote: Motion carried by unanimous vote (summary: Yes=6)
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

J. NEW BUSINESS:


Motion: to approve resolution 20-022, Action: Approve, Moved By: Councilor Burkett, Seconded By: Mayor Pro Tem Dornburg
Vote: Motion carried by unanimous roll call vote (summary: Yes=6)
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

2. Consideration, Action and Approval of Resolution 20-020, a resolution for approval of the FY 20-21 Final Budget.

Administrator Curry: Presented to you is the FY20/21 Final Budget for approval. As we determined the impact of COVID-19 on our budget, we found a decrease of 8% of our GRT in April and 8.75% in May from the previous year. With that in mind, we projected a total revenue loss including GRT for FY21 to be 5.9%. That is a revenue decrease from
approximately $6 Million in FY 20 to $5.64 Million in FY21. We anticipate most other revenue streams to stay the same. We will continue to monitor fees that come in from Parks and Rec and other departments based on the limited uses as directed within the public health order. We are also planning that we may be able to open in the fall, and have budgeted accordingly. Expenditures for certain programs will not be made if those programs do not come to fruition. Building our expenditures around these ideas, we were able to request expenditures and transfers at $5,555,345.00 for FY21. This is actually an increase in expenditures from the previous year by $82,216.00. This difference was to account for adding benefits to the executive budget, adding PERA to the court budget and adding previously approved Police salary to this year’s budget. Other than those changes, very little additional changes were made. Certain budget items such as supplies for Finance and Administration, and some Public Works items were decreased to account for actual expenditures from last year and help reduce our total request. Other items in the budget that you will see changes are the special funds. Some of these funds we will not be receiving this year, or we have adjusted the amount that we know/expect to get this year. Examples of special fund changes would include Page 52, Angel Hill Project. Last year we budgeted $85,000, however this year we will only budget $5,728, which is the balance left in the appropriate after the expenditures we made this past year. The Village still expects to have fund balances as it has experienced since 2013. Whether from vacancy savings or other savings, we have a reasonable expectation that this trend will continue. For example, with all of our vacancy savings, we project to save $12,972 per pay period (every two weeks). Obviously, those numbers change once we begin filling those positions, if and when we start to resume normal services.

Essentially, you are looking at a similar budget to last year with adjustments to some expenditures. We have taken care to make this budget flexible during this COVID crisis.

**Councilor Knight:** At the last meeting we had discussed finding money for the project on Sagebrush, was that in the budget?

**Administrator Curry:** We are looking at that as a potential. We have talked with Michael as something in there, but that is something as a potential set aside to fund it.

**Councilor Burkett:** I had a question about the current vacancies and the triggers that are going to fill those.

**Administrator Curry:** We have vacancies in the deputy clerk position, Parks and Recreation, Public Works and the Police Department. We are still in a hiring freeze, but obviously public safety is important to us so we will fill those as needed. For instance, I brought up evaluating Chapter 18, so we will be doing a lot a work within Planning and Zoning for that. One of the triggers for Parks and Recreation will be when we start to open up and offer more services.

**Councilor Burkett:** Specific to Parks and Recreation, it seems with the pool open and with the fields needing the same amount of maintenance, they seem like they are at a disadvantage from an employment standpoint.
Administrator Curry: That is correct Councilor, which is why we have planned to keep it open. The good news is that we are in a good spot.

Reyna Aragon: No positions were cut in this budget. So, Lynn still has all the positions he had last year. Aaron’s old position is still budgeted, but not filled.

Councilor Woldman: If all the positions were filled, would that $13,000 be covered?

Administrator Curry: Yes

Councilor Murray: I would also like to talk about reserves again. I would like to see the reserves as they are pulled out as their own line item. That way we can see it as a transfer and which department it goes to. Mainly, what happens to the reserve next year? If it’s its own line item, then we can see what we have and what was spent.

Administrator Curry: I think that is very reasonable. As we get new information coming it, it should be easy to get it as its own line item.

Councilor Murray: Once you pull it back as a space saver, does that money get reflected in the department budgets or do you just keep the budgets where they are at and know that the money is going to get pulled in at some point?

Administrator Curry: It would be the latter if necessary. One last thing on this is, if the legislature seems like they are going to sweep in money, then usually the first place they sweep are the reserves.

Councilor Murray: Do you think there is a possibility that the $4.3 Million will be swept by the state?

Administrator Curry: At this point, I am confident that it won’t happen based on some conversations with the treasurer, but I am also leery of the possibility.

Motion: to approve resolution 20-020, Action: Approve, Moved By: Councilor Murray, Seconded By: Councilor Woldman
Vote: Motion carried by unanimous roll call vote (summary: Yes=6)
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg


Reyna Aragon: I am happy to answer any questions about how to read the report. Councilor Murray you asked about the investment account money. If you look at page one under the current cash balance for FYI, the $6.2 Million. That is what is in the DFA system from previous years.

Motion: to approve resolution 20-021, Action: Approve, Moved By: Mayor Pro Tem David Dornburg, Seconded By: Councilor Lucero
Vote: Motion carried by unanimous roll call vote (summary: Yes=6)
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray,

**Mayor Roake:** I am going to ask Lisa Brown from the Farmland Preservation Commission to speak, then Jill Sweeny, then we will move onto the public comment so they can all be heard together.

**Lisa Brown:** I would like to remind us that the point of farmland preservation bond number four was for farmland preservation. Preserving our farmland and our heritage, providing a local food source. Those were the main goals. It is wonderful if we can have these farmland properties visible. I would love to have properties along Corrales Road and we are trying to do that. But, what we have in front of us is 12 acres of fertile, irrigated farmland that provides benefits to us without being able to see it from the main stretch. We can appreciate the wildlife it brings in and the food source it can provide. I think there is a misunderstanding about when you put a conservation easement on a property, it is in perpetuity, so we have to look ahead. The alternative is that we have twelve acres that gets subdivided and have twelve homes put on it. Those twelve homes require services from the Village. Do we want more people or do we want more open space? I am happy to answer any questions.

**Councilor Murray:** I am going to go back to your language that this is only for farmland preservation. The bond issue as it reads has conservation easements as one of the items but also has other rights or interests in the land. That means we could purchase, fee simple or own outright, property. I take exception that the bond issue is only for farmland preservation.

**Mayor Roake:** I am going to stop you there only because I think your question is better directed towards a lawyer. So, I would ask Jill Sweeney to address these issues.

**Jill Sweeney:** Question number four from the Village of Corrales Bond Election specifically provides shall the Village of Corrales issue up to $2,500,000 in General Obligation Bonds payable from general ad valorem taxes for the purpose of acquiring conservation easements, or other rights and interests in land for the preservation of farmland, open space, wildlife habitat and recreational opportunities. The way that the question is worded using conservation easements, or other rights and interests of that type. Not an outright purchase. I think if we were kings and queens for the day, we would not have worded the question that way. We would have been broader to include purchase and acquisition. When you read the question in context of other questions and in the manner in which this type of language is interpreted, that is where we end up.

**Councilor Murray:** Under English common law, doesn’t interest also imply ownership?
**Jill Sweeney:** There can be an ownership interest, but when you read the question in the manner in which it is drafted, it is talking about easements or other rights or interests in preservation. It is not the typical language that would be used for an outright purchase.

**Councilor Murray:** The same language was used back in 2004 and was used to purchase five and a half acres of the Gonzales property. How do you resolve that the Village already owns property under the same bond language versus what you are saying now which is that we can only use this for conservation easements?

**Jill Sweeney:** I do think that is troublesome. I think you know that you have different group of consultants now. I don’t think had we had the opportunity to face that language back then that we would have proceeded in that way. I understand this is the position that several of your previous bond counsels have taken. I cannot speak to 2004 but it was an approach that was taken for various reasons that likely would not be taken going forward.

**Mayor Pro Tem Dornburg:** Going back historically to when this question was originally proposed by farmland preservation, which if you are familiar, is not really intended for small plots of land in a Village. It is intended for large open fields in the northern plains to keep them from becoming corporate farms. That is the idea that was proposed to the Council several times which was to preserve the heritage of the Village. Not necessarily from Corrales Road, or have trails running through it. The intent was to preserve tracts of land in perpetuity but without the obligation of the Village to maintain it. The Council discussed many times that we were not going re-pursue what was perceived as a mistake in 2004, to purchase more land. At least that was the previous administration, which was the previous Council’s way of looking at it. It wasn’t intended to buy land. That was the opinion of every bond counsel I have been associated with on my time with the Council. There are people who are wrapped more around the recreation language. It does provide for recreation if the land has the opportunity for recreation but in this case, it preserves a tract a land that the owner still has to pay property tax on. Yes, they get a payout, but it cannot be developed, subdivided and should continue to be farmed. The water rights are retained and that has been the intent all along. There are other intents and purposes being earmarked without the authority to do so. That is a different argument for a different day but it wasn’t always intended so that you could see beautiful tracts of land from Corrales Road. That would be ideal, but there is only so many of those properties left. People still have to make the commitment not to subdivide their land. If every time we get someone who is willing to do this and we tell them that is not a good enough piece of land, then who else is going to come forward and offer to do this? One thing I would ask the Mayor and the Administrator to get into is that we could just not spend the bond money if we don’t find it a viable use at this time. What are the repercussions of not using the bond money? The letter’s I have been reading; Councilor Murray, the point you make about owning land; I can only speak for previous Councils in my experience, but the intent was never to buy more property and have all those obligations on the Village to maintain it and all the other things associated with it. It was to preserve farmland that the farmer still owns, cannot develop, in perpetuity to retain the quality of life, the agrarian feel and open spaces.

**Mayor Roake:** I would also like to point out that Councilor Dornburg is the sole member of
the Council who was there when the question was put onto the ballot in 2018. Would any of the other Councilors like to hear from Jill Sweeney on the consequences of not pursing this property?

**Councilor Murray:** I wanted to make sure that we have all our ducks in a row here and not inviting a lawsuit down the road. I want to make sure that this language is clarified and I know Ms. Sweeney is a bond attorney but these things are typically settled in the courts. I want to make sure that we have it on record that this language is what it is and we try to avoid a situation where we have to defend it.

**Mayor Roake:** Yes, I agree Councilor and I think Ms. Sweeney can speak to this but the danger actually comes from spending bond monies in a way that is not authorized by the statutory language. That’s why we find ourselves in this more restrictive bind. I’ll let Ms. Sweeney elaborate.

**Jill Sweeney:** I think that is correct. The Village has received several opinions on this issue, the most recent being consistent with the more limited approach of pursuing conservation easements. We want to make sure we have protection against any validity opinion on the bonds. We may be asked at the end of any financing to state that we are comfortable with the use for conservation easements. We are not comfortable with this language for the outright purchase of land given authorization by the voters in question number four.

**Councilor Burkett:** So, I think we have a duty to statute and legal understanding of the issue but I also think we have a larger duty to make sure that our voters are voting for something that they understand. Their interpretation of what they think they voted for is as important to me as the legal interpretation. Now I don’t think by buying conservation easements that we are sacrificing the intent of the vote, but I think we certainly left a lot of room for questions. I hope we use this as a lesson for future bonds.

**Jill Sweeney:** Thank you for that comment, I do agree that this question is a bit of an anomaly. We definitely want to make sure that we have a bit more flexibility moving forward. I am going to discuss some of what happens next. The bonds have to be sold by March of 2022. That seems like a long time but it really isn’t in this context given what it takes to find someone willing to negotiate, go through the appraisal process, which can sometimes take a year or more. If the purchase agreement does not go forward tonight then the Village could lose the opportunity to put this property under easement. From a policy perspective may also inhibit the ability of the Village to enter into similar type agreements moving forward. In particular, as you know, the Village has approached the New Mexico Finance Authority for a transaction, and has received approval of that application to move forward. The Village has also discussed and made a commitment to keeping the mill levy constant going forward. In order to do that if the 2018 bond does not sell, then the Village will likely jump forward and issue the bonds from the 2020 bond election. Fulfilling the direction of the voter, being sensitive to the time frame of the 2018 bonds are things we need to consider.

**Councilor Murray:** Do we need a purchase agreement to move forward? Could we sell the
bond by itself and then spend the money within the allotted time?

Jill Sweeney: No, the New Mexico Finance Authority requires the purchase agreement and the appraisal to move forward. It also has to be reviewed by the Taxation and Revenue Department to make sure the Village is getting a fair price.

Randy Autio: I just wanted to clarify something that is unique about the purchase agreement itself. It contains an option. We are really purchasing at this point is an option to purchase because we have to await the appraisal of the property. The action of the Council tonight should it be approved is that the purchase agreement entered into would give the option to purchase the property should the appraisal come out as anticipated. The option has to be exercised by June 2021. The seller has options to get out should the price come in too low and the Village has options should the price come in too high. Just wanted to clarify what was in front of you tonight. Yes it is a purchase agreement, but it has options depending on the evaluation and appraisal of the property.

Mayor Roake: All of those numbers would be available to the public correct?

Randy Autio: Yes, we have now entered into the public phase. There were private negotiations that determined the terms of this agreement but now all of it is public.

Councilor Woldman: If you read through the provisions of the agreement, I am wondering what enforcement mechanism there is if prohibited activities occur on the property in the future?

Randy Autio: As you saw, there are two co-purchasers on the deed as grantees. The Village is one and the New Mexico Land Trust as the other. It is the Land Trust’s sole responsibility to enforce this agreement going forward. They are in the business of protecting these types of easements for farmland preservation.

Mayor Roake: I just want to make clear, is it correct that it is the Land Trust who is enforcing the farmland easements that are currently existing?

Randy Autio: Yes this trust, or other trusts like it.

Councilor Woldman: Thank you, the other question that Lisa may be able to help with is, what crops are currently being grown on the property?

Lisa Brown: Right now this property is in pasture. It attracts migratory birds, but doesn’t necessarily grow food crops. Several of the other properties are being farmed by local farmers and those crops are making it to our Village Market. This easement is in perpetuity and can pass to other hands. So, it could potentially have owners who grow food crops. That actually leads me to another point which is that the land is greatly devalued at this point. Land is Corrales is very expensive which makes doing conservation work really hard, so we are really glad to have this twelve acres available to us. By devaluing it, it makes it more possible for someone who wants to grow food crops to buy it.
Councilor Woldman: If this is for public use, public recreation and we already know there is a limited use for it. Would it be possible to put a garden that the community could use on the land? Or is it up to the property owner to decide to do that?

Lisa Brown: I actually have some specific knowledge on that because we asked the owners if we could put something in just past the viewing station. We were hoping to put in things that bring in pollinators.

Randy Autio: The agreement makes it really clear that the owner of the land has control over what is grown on the land. If there is a desire by the Village, the owner or residents of the Village to be able to decide in the future which crops are grown, or what community benefit is on the land, then than can be negotiated with the owner. At this point, the only obligation of the owner is to keep it as farmland, not subdivide it and not use it for something else.

Councilor Murray: In the recitals, section J for public benefit. Who evaluated the property? Were there criteria involved?

Mayor Roake: I do not think he is available, but I do know that Michael Scisco has an appraiser that set a baseline value. It is someone who is specific to the field, not just a general appraiser.

Councilor Murray: Do you know then if it is appraised at its current state? Or maybe at its future developed rights?

Randy Autio: The appraisal is of its current state. Just to clarify as well, you take the value of the farmland under easement, less the farm buildings in that building envelope. So the buildings do not factor into the appraisal price.

Councilor Murray: Also under section 2, uses of property, subsection B, Construction, it is listed that the maximum building height is 30 feet. The Village has a building height restriction of 26 feet.

Randy Autio: I am not aware of the specific section, but regardless of the agreement, Village law will govern.

Councilor Murray: Also there is a misspelled word. I think it was somewhere in the deed section. I think it says uncured when it meant unsecured. The other question I had was what happens if the owner declares bankruptcy? What happens to the easement?

Randy Autio: There are several provisions regarding termination of the easement or if something goes really poorly. In each case, our interest in the property remains and any change would have to be judicially done. If there would be a force sale of the property for any reason, then we are entitled to a return on our conservation easement. That money would have to be used for the same purpose in the future in the Village of Corrales.
Councilor Murray: What happens if the land is condemned?

Randy Autio: Same rules apply. Hopefully we would be smart enough not to condemn the property ourselves in the future. If some other governmental entity condemned the land, then the same thing occurs. We are entitled to a refund of money, then we would reinvest that in the community in the same manner.

Councilor Murray: I know I have also asked this before but what keeps the owner from saying in the future that the value of the land has escalated to a point where it is more profitable to go to court and terminate the conservation easement?

Randy Autio: The document that controls that is the deed itself which is attached to the agreement. Under a deed like that, then the grantor of the deed cannot violate the easement unless through court action. It would be very unlikely that a court could say that you could go back on the easement and then develop it. I have not seen a decision like that and I doubt a court in the 13th Judicial District would do that.

Councilor Lucero: I have a couple comments and maybe a question. First and foremost I want to thank Ms. Brown and the Farmland Preservation Commission for the work. I imagine it has been a busy four days since this came up for discussion. I have had an overwhelming response through email and phone calls. Some of the biggest issues that people are having with this, whether they supported the bond or not, is the price, the location and the lack of access. I do not think anyone really knew that access would only be granted by the owner. To be diligent in my thinking about this, I reached out to many people in my district who I know and know have opinions about this, all had a similar response. I take pause a little bit with all the concerns and the amount of money that would be going into it. One question I had is whether the land is ready to be developed right now?

Lisa Brown: The land is not currently subdivided but I know that was an option that the landowner was considering. I think if this program were not in place, then it is very possible that it could happen in the future. If not this landowner, it might be the next. I understand the concerns people have but even though you cannot see the land from Corrales Road, you are providing habitat for birds and promoting the preservation of open space. This is irrigated right off the ditch and is prime farmland. I understand it is expensive, but that is also Corrales. The landowner is getting something out of this, but they could get a lot more if they were to subdivide.

Councilor Lucero: Thank you, and again, regardless of what happens tonight, I appreciate the work you and the commission are doing. I know it is tough work.

Mayor Roake: I am hoping that Randy can speak to the fact that there has been no change to the Farmland Program. It has always been a program, much like Councilor Dornburg mentioned, where you are talking about private property ownership where the Village retains property tax rights and it cannot be commercially developed. We have other acres under this program and they are not open for public view. Some of them can be seen, but the
baseline value was really that we were trying to conserve open space that could be farmed.

**Mayor Pro Tem Dornburg:** I have gotten the same letters but I do not know why people are assuming that we were going to be purchasing parks. It wasn’t to put in baseball fields or whatever. It was for farmland preservation. The wording became confusing, I will grant you that. We had differing legal advice on the wording. But the same people that are balking at the $960,000 price point want us to go buy other land. To buy land in Corrales, even in smaller bites, can be more expensive to do it. Buying land for this Village was never really considered as an option. It is not legally viable. It was where land tracts are available and owners are willing to negotiate, that we would preserve those tracts of land from being developed. I understand people are confused and that people are thinking of other properties with specific uses involved, but that is not what we are left with here. Again, we could go back on it and say this is not what we intended it for, but then, quite honestly we are not going to get anything. It’s going to be more difficult to find other potential properties. This properties is between two ditch banks. I think we have had a lot of discussion and heard a lot of concerns, though well intentioned, that are missing the whole point of what this was intended to do in the first place. Councilor Murray and Councilor Burkett put it very well. The next time we do this, the language needs to be tighter to avoid issues like this. But, I think we are at a point that we should just vote on this thing once and for all. If we don’t want it the repercussions of getting other properties in the future are going to be and not to mention the bond and the rating being an issue moving forward.

**Councilor Burkett:** I think if we distill the spirit of the bond down, it is exactly what Councilor Dornburg said. Its open space, its preservation of agriculture. I talked with a lot of people and if you do not guide the conversation towards location and recreation, then nobody goes there. They all say that when they voted for this, they all wanted open lots and they wanted conservation of agriculture. Maybe they would have preferred it in other places, but the spirit of the bond is met in this property. I also think we need to thank the Haslam family for wanting to do this regardless of what we vote tonight because we want other people to want to do this.

**Mayor Roake:** Thank you and at this point I think we should move into the public comment. Aaron can you start with the list of speakers?

**Clerk Gjullin:** I am going to start with two letters that were submitted to us by the public who did not want to speak themselves. The first is from Patrick McClernen

“I have supported the Farmland Preservation GO bonds along with the majority of Corralenos. However good the concept, I feel the details of implementation have failed in some instances to produce the desired outcome.

The latest proposal for the Haslam property is a continuation of this failed implementation. This property provides the intended “open space” but lacks in the ability to provide visible and accessible access. The Corrales lateral would have to comply with the American with Disabilities Act from a parking area to and including the public viewing area, which would be maintained and insured by the Village. There is no existing parking area close to this property
which would allow visitors. It is not visible from Corrales Road nor does it contribute to the scenic way view shed along Corrales Road. Should we spend one million tax payer dollars only to provide for a platform the size of a single parking spot to view the property? It is a stretch to identify this as a recreational component only to comply with the latest interpretation of the GO bond. It may in a very narrow since be defined as recreation, certainly not what voters thought when they supported Farmland Preservation. This would be repeating the failed components which have been made with this community supported program.

How many people are aware of the Boyd Farmland Conservation Easement covering three acres at the end of Candi Lane? It is not visible or easily accessible from Corrales Road. How many people can distinguish which house/property along West Ella is the Kendall Farmland Conservation Easement on a two acre parcel, hidden in plain sight?

The implementation of this program needs to be measured against a set of criteria that heightens the awareness for all citizens and visitors to Corrales. Having hidden inaccessible open space is not a goal sufficient to support the Farmland program. There are few properties the size of the Haslam property that would contribute to the visible and accessible amenities on Corrales Road. There are many smaller tracts that would qualify to be included. It is obviously difficult to find landowners who would accept the conditions required of the conservation easement process as few have stepped forward allowing them to be considered. This is not a reason to rush to accept applicants for properties that do not fully add to the Farmland Preservation concept.

The timeline described in the Haslam property summary shows a completed project by November 2020. This rush to complete is not necessary according to the overriding documents. The option allows approximately one year to notify the seller that the Village will exercise the option (June 1, 2021). The Village has an additional year to sell the bonds through the NMFA. Jill Sweeney the latest bond attorney for the Village indicated in resolution 20-016 that the GO Bonds must be sold by May 2022 and funds from the bond sale and the Village has several more years to spend the balance of the fund. All these elements extend the real timeline of accomplishing any Conservation Easement.

I would request that the Council at least use the one year option period to validate the reasonableness of this proposal. In this time period, Farmland Preservation should be required to publish the existing conservation easements that have been funded through the Village GO Bonding process and educate the citizens on each parcel so they may judge the effectiveness of this program. Maps and illustrated details should be published and placed in the Library, Village Hall and public venues. Markers identifying the property, similar to the Juan Gonzales Bas project should be placed at each location. The public could then easily recognize and experience each parcel and judge the success of the corresponding dollars expended. The Haslam option contains a paragraph (#25) that requires the purchase price remain confidential without consent of both parties which would nullify public judgement.

I believe that a majority of our community would come away with a clear picture of what has been accomplished and what issues are important. They could evaluate each project to determine if it benefits all citizens of Corrales or only the surrounding property.
owners. Although there was majority support, wording in the last Bond issue was insufficient to judge this program in detail but heavily dependent on open space in general. The oversight required by the governing body should be applied with the time allowed by the latest Farmland Preservation proposal. The Council should require the administration to carry out the process and return within the first year for approval to exercise the Haslam proposal based on a very public review.

Patrick and Cherie McClernon  
2968 Corrales Rd, Corrales NM”

The second letter is from Melanie Scholer.

“Council:

I am at a complete loss as to why the village is trying to push through approval of the Haslam easement. There is little advantage gained by the Village as a whole with this particular piece of property as the location is not convenient for off property viewing, the only benefit that will actually translate down to the village residents who are expected to pay for it. The argument will undoubtedly be made that purchasing the development rights is a benefit, but that rings a bit hollow from an administration that has already tried to run through developer friendly issues such as the two Bee Hive homes proposed for 2 acres at the south end of Corrales Road, decreased lot sizes and increases in the allowable buildable slope for properties in the sand hills.

Why the speed of the process? Administrator Ron Curry, on May 26th, stated that the Farmland Preservation group was going to present a proposal to the Village Council at the June 16th meeting; the Council would then vote on the matter at the regular July meeting. However, the Farmland Preservation group did not present a proposal at the June 16th meeting and on July 14th, the administration held a special Council meeting, in closed session, which dealt with the Haslam easement. Now suddenly, the Haslam easement is on the meeting agenda for tonight. Why the big rush?

A decision on this land doesn't have to be made before June, 2021, so why the hurry to put almost a million dollars of tax payer money out for a conservation easement that is not visible from either Loma Larga or Corrales Road and for which, apparently, the final price is to be withheld from the public? The Village already has a number of easements that do not contribute to the view shed, so why another? And a very expensive one at that.

The sole benefit to Corrales residents for the $960,000 plus price will be an out of the way viewing stand to allow those so inclined to look down upon farmland they can't access or use. New Mexico Statues Chapter 75 - Miscellaneous Natural Resource Matters, Article 9 - Land Conservation Incentives, Section 75-9-2 states, "The purpose of the Land Conservation Incentives Act [75-9-1 NMSA 1978] is to encourage private landowners to be stewards of lands that are important habitat areas or contain significant natural, open space and historic resources by providing private landowners with incentives that encourage the protection of private lands for open space, natural resources, biodiversity conservation, outdoor recreation, farmland and
forest land preservation, historic preservation and land conservation." I believe the administration can find properties that better fit the defined purpose than the Haslam land.

The original bond wording, "acquiring conservation easements or other rights or interests in land for the preservation of farmland, open space, wildlife habitat, and recreational opportunities," specifically refers to other rights or other interests. The Village is not constrained by this language. The Village can clearly use the bond money to purchase easements, and the community can also acquire other rights or other interests. The Village can use the bond money to actually purchase land outright. See 75-9-3. Definitions - below.

As used in the Land Conservation Incentives Act [75-9-1 NMSA 1978]:
A. "interest in real property" means a right in real property, including access, improvements, water rights, fee simple interest, easement and land use easement. The interest shall comply with the requirements of the Section 170(h) of the Internal Revenue Code of 1986, partial interest, mineral right, remainder or future interest or other interest or right in real property;
B. "land" means real property, including rights of way, easements, privileges and all other rights or interests of a land or description relating to or connected with real property.

English Common Law has long established real property, real estate, reality, or immovable property as land which is the property of some person or entity and all structures integrated with or affixed to the land, including crops, buildings, machinery, wells, dams, ponds, mines, canals, and roads, among other things. The term is historic, arising from the now-discontinued form of action, which distinguished between real property disputes and personal property disputes.

The Village is being asked to spend a figure north of $960,000 for development rights, one type of right among many and one that doesn't translate to public use, open space, wildlife habitat or recreational opportunity. The only people I see receiving a real benefit from this transaction is the Haslam family. The requirement that the final settlement price be kept confidential is problematic as well - why the need for lack of transparency? The public is providing the financial where-with-all to purchase the property, not the Village administration. The full final price must be made available to the public.

My own personal preference would be to have the Village purchase land to be kept in perpetuity as open space. The Gonzales property, given the accessibility to all residents, would have been a very desirable investment. If the administration is set against actual ownership, then at the very least approach the Koontz Tree Farm to see if they have an interest in a conservation easement. The Koontz property actually has a view shed worth preserving and which enhances the Village for residents and visitors.

But let's not try to disguise a view shed as "outdoor recreation" unless you can produce case law supporting that definition. I was raised by a man whose Ph.D. was in Recreation and who taught that discipline at universities around the world. He would never have defined the little benefit residents might derive from this purchase as such.

Melanie Scholer”
Fred Hashimoto: Firstly I would like to comment on the 2004 Bond wording. It was formulated under Mayor Gary Kanin and he got the ball rolling. In 2008, a different Mayor, Phil Gasteyer, and his administration purchased the five and a half acres of the Gonzales property, fee simple. Different Mayor, different administration, different attorney. In 2018 under Mayor Scott Kominiak, different Council, different attorney, different bond attorney. They approved bond four, which is basically identical, nearly verbatim of the 2004 bond. They knew in 2018 when they made that bond issue question that the 2004 bond question allowed fee simple purchase. They could have limited it to just conservation easements but they did not. I would like quickly talk about how I have been in the Village for 45 years and I had not seen the Haslam property until I hunted for it last week. Probably 98% of Villagers do not know where it is. It is not visible from Loma Larga, I have walked it; or from Corrales Road, or any Village of Corrales road. It is out of sight, out of mind, out of value for a conservation easement. If you want to see it, you might park on the MRGCD maintenance road which is narrow, and then cross Corrales Road and walk the acequia ditch road for 500 feet to see the field. The Haslam property is isolated and only benefits the land owner. The process has been horrible. It has been a hush hush, hurry hurry and pass it before anyone realizes what is happening. Two months ago, Administrator Curry mentioned that there would be a month’s time between presentation and a vote. Shortly after I sent the Mayor a memo asking about the month interval between presentation and vote. Nothing was heard and a month later which is two working days ago, the Mayor’s Message mentioned the Haslam property. This was the first public notice, two working days ago. The public had no idea what was happening about this. Is that transparency? Please do not vote on anything tonight except to reject the proposal outright or postpone the vote a month or two so the public can get an idea of what is up. A month or two makes no difference in any guideline. Give the public a chance to understand what is happening. We have had two working days. That is non-transparent and evasive.

Thomas Neiman: 140 Camino Rayo del Sol, prior to 2004 the Village had one parcel of 6 acres under conservation easement. After the 2004 bond issue passed, it ballooned to 45 acres. 2004 bond money was also used to purchase land including the Gonzales five and half acres. Although the language of the 2018 bond was identical to the 2004 bond. The attorneys for the Village insisted that no land may be purchased. In 2019, the Santa Fe Land Trust reported only four and a half acres or 10% off all Corrales easements were currently being farmed. The Village is being offered the opportunity to secure the next easement at the cost of approximately $100,000 per acre and my estimates are very conservative. If the trend continues Corrales tax payers will have contributed an additional $2.5 Million to an extra 25 acres of conservation easement, reaching a total of 40 acres of vacant land. To whose advantage? The landowner’s taxes will be lowered to the agricultural rate, the landowner receives a hefty check and we the taxpayer will have to foot the bill for the next 10 years. There has to be a better way to distribute bond number four money. Open meetings, rather than secrecy will provide a forum for the free flow of ideas and ultimately good decisions. Finding landowners with smaller plots who are willing to turn their easements into community gardens or into a demonstration park for example. Finally a quote from one of my neighbors says it all, “I do not oppose the conservation easement concept. I do question spending large sums of public money on projects that offer minimal community benefit and are not Village controlled. Please look beyond this one option. Surely there are other properties that can provide greater recreational benefit to all Corraleños.” Thank you for listening.
Philip Gasteyer: As many of those participating know, I was the Mayor from 2006 to 2014. I continued as a Councilor and was the sponsor of the renewal of the farmland preservation bond. I think Lisa Brown should be complimented for sticking to it through the years and trying to make this concept work. She has done a wonderful job along with others that were committed to the farmland preservation process. I want to say that the current proposal for this conservation easement on the Haslam property follows my intent for the renewal of the bond program. One significant difference between the current position and the position I was in as an elected official is that we do not have matching funds coming from the federal government. We used the $2.5 Million as leverage to get $5 Million total purchase of development rights from the participants in the earlier program. Tonight is the first time that I have heard the $960,000 number and I have to say that it is reasonable. Given the most recent experience I have had when I was on Council was the Boyd property and the Gonzales property. Surrendering in this market the ability to sell to a developer for $80,000 is not an unreasonable number. I just wanted to add those thoughts to the discussion and wish you well on making a decision.

Carol Conoboy: I wrote a letter for the June 16th meeting and for some reason it did not get printed. I will tell you that as I think about conservation in general, I thought it was so important to have access for people. Even people who have disabilities, people who need to drive to see the place, etc. So when I didn’t even know until a couple of days ago where the Haslam property was. I had never seen it and I have been a Corrales resident for 29 years. I live at the south end, and tend to participate in Village activities such as the Growers’ Market, so it is not surprising. So when I looked at this bond I thought access from a public road would be important and I do not see that as being included. I also think there should be a visible area and parking for people so that they can go to this platform and see what is there. I drove down there for the first time yesterday and found that my car could not turn on the turnoff road. So I parked and walked a little bit and still could not see the farm. It occurs to me, that as we were thinking about this bond issue, it was so that more people could participate. With the road really not being navigable, and having little option for people to participate. I wonder if it is really worth that money. At any rate, I thought I have lived here a long time and this is not an old farm that we are buying that has been operating for many years. There is very little sign of farm life. I was thinking that rather than make a decision outright, that it might be a good idea to have more time for the public to learn what it is all about. I read that the final property price will be confidential. I do believe to not discuss that is not right. We are citizens here and it is our money being spent and I think everything needs to be included in the contract.

Sayre Gerhart: 677 Dixon Road, I am speaking in favor of this conservation easement and I hope you consider it and approve it. I just wanted to speak to the history and vision of the program. I was the group way back in the 90s that helped set up the farmland program. At the time, the program was set up as an option for landowners to be able to keep the land in farmland. I think Lisa spoke about the alternative which is that the land gets sold to developers. That is neither here nor there, but the program was set up because landowners would say, you want it, you can buy it. At the time the Village didn’t want to own a bunch of land. This conservation easement program is a way for the community to protect land without having to own it. Everything that Councilor Dornburg has said rings completely true to everything I understand about the program. I think I just want to add two perspectives which one is, you are not just saving the character of Corrales which are these long narrow strips. I think idea that we could
only protect from development along Corrales Road or Loma Larga is missing the point from what we were trying to do. We are not big open space farmland. But one of the things we are, if you go up in a plane, is the prime soils of New Mexico. One of the reasons the USDA funded us for so many years is because New Mexico does not have much prime soil. The USDA is keen to protect those soils and this program is also protecting that. That’s what brings the birds in. The benefit to the community is all the other things that the farmland brings. It brings the Sandhill Cranes, the food at the Growers’ Market, the tractors on the road and keeps the community rural. This is a long term program. This has to be a long term vision. Hopefully this isn’t the last time we buy farmland and we need to keep our commitment to the voters.

**Stacia Spragg-Braude:** I am on the farmland commission and I just wanted to say that we have been working for years to get people to apply. I think all of us can agree that we want to preserve farmland, open space, recreation and it is really unusual to have a property owner step forward and give up their development rights for 12 acres. This is a really rare opportunity. We have been trying for years to get properties under conservation easement.

**Mayor Roake:** I just wanted to make clear since a lot of the public comments tonight were concerned that these numbers were going to be confidential. I want Randy Autio to confirm that that is untrue. These numbers will all be available to the public.

**Randy Autio:** Yes that is correct. As this is a public body, the estimated floor price was $960,000. If the price falls or rises, then that will also be public information. There will be nothing done in private in regards to the purchase. It all has to be approved by the Council.

**Motion:** to approve the option to purchase agreement, **Action:** Approve, **Moved By:** Mayor Pro Tem Dornburg, **Seconded By:** Councilor Burkett

**Randy Autio:** I would like to see a motion to make a friendly amendment that says “And authorizes the Mayor and the Administrator to execute the documents as necessary under the purchase agreement to get the appraisal done and the other necessary steps from this approval.”

**Motion:** to approve the language set by Randy Autio, **Action:** Approve, **Moved By:** Mayor Pro Tem Dornburg, **Seconded By:** Councilor Burkett

**Vote:** Motion carried by vote (summary: Yes=4, No=3)

**Yes:** Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

**No:** Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray

**Tiebreak Vote (Yes):** Mayor Roake (Yes)

5. Discussion of ICIP 2022-2026.

**Mayor Roake:** As you know these are our capital outlay projects. We would have received around $1 Million this year but obviously a lot of that got pulled away. We do think we got $95,000 back to make improvements on the Police Station. For your initial review, we wanted you to look at all of these capital outlay projects and categorize what was important to you. Unfortunately, whatever we decide is important isn’t necessarily what the legislators
think is important. It may be wishful thinking to imagine that we get anything this year, but we are going to go ahead and ask regardless. You will see on the last page some items highlighted in gold, one of which is a vactor truck. What we are going to have to explain is that is an expensive piece of equipment, but has multiple uses throughout the Village. Same thing with our technology upgrades. If COVID has shown us anything, it is that we could always improve our technology. Would any Councilors like to comment on the information provided?

Councilor Murray: What is a vactor truck?

Michael Chavez: We have approximately a mile worth of culverts here in the Village. This uses high pressure water to clean them out and will also vacuum the dirt out of them. Without cleaning out these culverts, any of these rains could subject us to flooding. We actually had a vactor truck that is broken down due to an engine fire. It would cost us more to repair than what it is worth. This machine when we have it was used a lot. The last quote I got from a company for use of a vactor truck is $270 an hour. This could be used by other departments as well.

Councilor Murray: I also see the Thompson Fence Line on here, is that where we are going to try to get funding?

Mayor Roake: This is where I would like to see if we could get funding from multiple sources. I want to ask for it in ICIP. I want to get our county commissioner on board and we are going to find room in our own budget for it.

Mel Knight: Aaron, I did not print out the entire packet, can you send me a copy of the ICIP list.

Clerk Gjullin: I can do that. I will send the narrative, last year’s ICIP list and our tentative list for this year.

Councilor Woldman: First, Aaron could you send that to all of us? I think that would be helpful. Secondly, the items that are highlighted are not ranked. So how does that work going forward for our submission list?

Clerk Gjullin: All we are asking for this evening is that the ICIP list is in your head. Usually, we would submit our plan to you in August or September and then you have to vote yes or no on it right then and there. At the end of the day it’s almost a forced yes because we have a timeline to submit by. If you notice on the 2022-2026 list, we removed all the ranks. What we are asking you to do is to take that list and decide for yourself what your top ten items are and then we can go from there. That way we can have our resolution with the final ranking approved by you since that is what we have to submit to the state for consideration.

Councilor Dornburg: Just to jump in here. Your first priority should be to look at the list from your perspective, your district, your constituents and see if there are any ICIP items
that would be new or things we haven’t thought of. Second thing is to make sure that some of these things are shovel ready. Those are the kind of things the legislature looks for. Ranking them is good, but it is also just whatever strikes the legislature. I would encourage the council not to get too caught up in the rank order but rather what is actually on the list.

Councilor Woldman: Aaron thank you for the time, especially for the new councilors. Ron I was wondering if you had any insight from any discussions you may have had with state legislators.

Administrator Curry: I think Councilor Dornburg hit it on the head. We are going to push technology because that covers everything across the Village. Especially with our new way of operating. We are making great strides in certain areas and in that respect we have to continue to upgrade our technology. As just mentioned, the whims of each legislator are what they are.

Councilor Knight: I just wanted to thank Council Dornburg for explaining how it works. Last year I went in with my number one rank and it didn’t get funded, so now I understand it more. Also I took it around to some of my neighbors to show them and they were very impressed about how the Village was looking at the future and what they were asking for.

Mayor Roake: We can also certainly put this up on the website to get input on what people would like to see on the list.

Councilor Murray: Looking at the some of these items have monies filled in, so are they continuing projects or are some of these projects a one-time ask?

Administrator Curry: Some of the categories, such as things from Chief Martinez, are things he continues to ask for so that they are seen as continuous needs that are sustainable throughout the years. They are also sometimes put in there as a reminder to the legislature that some of these are still a need of the Village rather than just to fulfill the want or need of a legislator.

Councilor Murray: I was looking specifically at the public works item. They are asking for nearly $1 Million. I see in the notes that they have the $1.5 million bond that can be used as another source of funding, but are they looking to replace the trucks? Replace heavy equipment?

Administrator Curry: All of the above. We want to have a constant list of wants to put in front of the legislature regardless of whether we find additional funding for them down the road. As the Mayor said earlier, we are always looking for various sources of funding, we don’t want to rely solely on the legislature. Every year in the legislature you will hear them discuss capital projects that are stalled. Depending on the analyst you talk to, they will tell you that there is $1.5 Billion in stalled capital projects. That usually happens when someone starts something in the planning mode, and then stops. That causes it to remain up there because they are not going to be able to complete it in the next few years. The Village of Corrales spends their money once they get it.
Mayor Roake: So please take a look at the list and call Ron or any department head to discuss an item.

K. CONFIRMATION OF APPOINTMENTS:

Susan Zimmerman – Bicycle and Pedestrian Advisory Commission
Jeff Radford – Bicycle and Pedestrian Advisory Commission
Chris Allen – Bicycle and Pedestrian Advisory Commission

Motion: to approve appointments, Action: Approve, Moved By: Mayor Pro Tem Dornburg, Seconded By: Councilor Knight
Vote: Motion carried by unanimous roll call vote (summary: Yes=6)
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

L. ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

Work on Private Roads
Corrales Interior Drain Committee
DOT Horse Crossings

M. ADJOURNMENT

A COPY OF THE AGENDA MAY BE OBTAINED ON THE WEBSITE: www.corrales-nm.org
click on Government & Council Meetings

If you are an individual with a disability who is in need of a reader, amplifier, 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 the Village Offices located at 4324 Corrales Road, 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 897-0502, or by e-mail at agjullin@corrales-nm.org if a summary or other type of accessible format is needed.

NEXT REGULAR COUNCIL MEETING: August 18th, 2020 at 6:30pm

I certify that notice of the Public Meeting has been given in compliance with the Open Meetings Act, Section 10-15-1 through 10-15-4 NMSA 1978 and the Open Meetings Resolution 19-041.

I certify that this agenda was posted on: June 17th, 2020.

____________________________________
Aaron Gjullin, Village Clerk
This will be a Teleconference Meeting which the public is allowed to join. You are encouraged to join before 6:35 p.m.
Please call: 1-669-900-6833 Meeting ID: 828 4990 1174# Password: 699124#
For any questions regarding the teleconference meeting call Aaron at 505-350-1583

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. GOVERNING BODY PRESENT

   Present: Mayor Jo Anne D. Roake (Not voting), Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor David Dornburg, Councilor Zachary Burkett.

C. APPROVAL OF AGENDA

   Motion: to approve the agenda, Action: Approve, Moved by Councilor Stuart Murray, Seconded by Councilor Mel Knight.
   Vote: Motion carried by unanimous vote (summary: Yes = 6).
   Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

D. PRESENTATIONS

   Mike Hamman – MRGCD

   Mike Hamman: I wanted to present on a couple important things going on in the district that will affect Corrales. We have been struggling with our water supply since we had a very meager snow pack and
runoff. We also have some carryover water that we tried to use last year to deliver down to Elephant Butte in order to minimize debits against the Rio Grande Compact. We got pretty close, delivering around one million acre feet because of high runoff, but ended up short by 38,000 acre feet. The process we use to manage water is that we store a lot of water in a reservoir about 150 miles north of here on the Rio Chama. That water supply usually gets us through late July into September or October most years. As I mentioned earlier, if we go into debit with the Rio Grande Compact, then the first water we store has to be towards the debit. We thought we might get another 100,000 acre feet in storage from runoff, but that did not happen this year. We actually had release stored water to meet normal demand in the valley. We have exhausted nearly everything we had, and requested more from the compact under Article 6 provisions, in order to meet demand in July and August. We didn’t expect the compact to approve it due to the lawsuit between New Mexico and Texas. Luckily, cooler heads prevailed and they approved our application. We still owe the 38,000 acre feet. I give you this background because essentially we would have been out of water in early July except for the primary water rights held by the pueblos. However, due to the approval from the compact, we should be able to meet demand through Labor Day. After that time though, we are going to struggle to finish out the irrigation season. I wanted to alert the Council and Administration that some of our farmers are going to come up short in their irrigation demands this year. We are also going to go to the board of directors and ask for a formal ending of the irrigation season as of October 1st. We will also delay next year’s irrigation season until April 1st. That has not happened here in the Valley since the 70s. It is looking like a rough year next year as well due to the expectation of a La Niña year.

Many of you may have noticed the low flows in the river and if you go up to north beach you are going to see a long board where the Corrales siphon goes underneath the river. The intense runoff from the 2019 runoff season has actually exposed part of the Corrales siphon. We are going to address it this coming off season by putting in more riprap. I can stand for any questions, and if I may I have one other thing to mention after questions.

Councilor Murray: How does monsoon season impact the storage up north? Does it help with the debit?

Mike Hamman: It depends on where. If we get a lot of monsoons in the middle valley below the gauge which is at the bridge that crosses the river going to Los Alamos, then that is a big plus for New Mexico. If we get water above the gauge, that adds to the water we owe to the compact. If we get a bunch of water up north, then some of it we can store in our Chama project which can help us as well. The monsoons were less than desirable this year and last.

Councilor Knight: So they are going to be shutting off the ditches on October 1st? Then reopening them on April 1st, 2021?

Mike Hamman: That is correct.

Mayor Roake: Anything other questions? Then go ahead with your other topic Mike.

Mike Hamman: We have been working very closely with the Village, Rio Rancho and SSCAFCA on a project to drain the water that accumulates at the base of the Harvey Jones channel. There is a basin that traps sediment there and it has created a mosquito problem in that area. So we are putting in a cutout below the basin to help water drain. The second thing is that SSCAFCA got a grant from Nature Conservancy and we are working with them to optimize the habitat area there and make a wetland habitat. It will use the treated effluent more effectively from Rio Rancho. Hopefully it will create an area that the residents can enjoy.
Mayor Roake: Thank you for your efforts. We are always excited to work together with you.

Tree Preservation Commission

John Thompson: Good Evening, I am John Thompson a member of the Tree Preservation Commission and Sandoval County Master Gardener. I would like to present an approach to tree care in the Village of Corrales. What we are asking for in this presentation is governing body approval of a tree board by ordinance revision. Also, approval to develop a tree care plan. First thing I want to discuss, is there a problem with Corrales trees? There is definite decline in the Corrales tree canopy, just like Albuquerque. Effects of drought have reduced the number of trees, reduced diversity and increases in invasive species. A lot of this is due to the effects of climate change. It is changing the recommended trees for this area. We also have some trees in the wrong place such as large trees underneath powerlines. There is a lack of knowledge on how to properly plant a tree and give sufficient irrigation. There are not enough trees on trails and roads. According to a recent inventory, only two thirds of trees in municipal areas are in good condition. Next is how the Corrales community forest is declining. Cottonwoods are high water users and do not naturally propagate outside of flood plains which no longer exist. Cottonwoods have problems with drought, mistletoe and falling limbs. We see a lack of diversity in tree species. Concrete acequias cut off moisture to trees along bank. Invasive species such as Siberian Elm, Tamarisk and Russian Olive have taken over. Climate change is affecting the suitability of species and luckily there are organizations such as the Nature Conservancy who have come up with lists of climate adapted trees. We also have a lot of ash trees which are susceptible to disease and pests. If you want to know how many trees we have in the Corrales forest, the estimate is about 24,000. This includes the Bosque Preserve which is one square mile of riparian forest with 10,000 trees. The green belt is another five square miles of irrigate agricultural fields with about another 10,000 trees. The sand hills which is another five square miles with an estimated 4,000 trees. Averaging everything together gets you about a 12% canopy for the whole Village. What are 24,000 trees worth? The forest service and other organizations estimate that 24,000 trees is equal to $75,000,000. They remove CO₂, catch rainwater, make safer communities, reduce wind and temperature, they create energy savings, better economic value to the Village, have esthetic value and increase property value. What we are asking for in establishing a Tree Board is that it acknowledges that trees make major contributions to public health and safety, economic value and local food. We would also demonstrate the dedication to the enhancement and protection of the community forest, landmark trees and public green spaces. We want to increase public awareness. Promote education of tree selection, planting and care. Train Public Works, Parks and Rec and the Fire Department involved in pruning trees. Update a tree ordinance. We want to obtain alternate sources of funding and volunteers for tree planting and care. We would provide a tree care plan to provide better maintenance for existing public trees, reduce number of hazardous trees and create a new tree planting goal. The purpose of a tree care plan is to care for what we have and plant for the future. The goals of a tree care plan are to grow a sustainable community forest in the Village. That not only means to care for the ones we have, but to increase the number of trees. It involves collaboration with regional stakeholders. We would work with Sandoval County Master Gardeners to increase education programs. We would extend the landmark tree program. We would connect with Corrales agricultural heritage by addressing food orchards. We would establish a functional leadership structure for tree care decision makers. There are a couple ways of establishing a Tree Board. The most straightforward way is to revise the name and scope of existing Tree Preservation Advisory Committee by ordinance revision. The other way would be to establish an entirely new entity. A question we would have is who provides oversight to the Tree Board. This is a function that should have oversight by the Administration. Again what we are asking for is governing body approval of the Tree Board by ordinance revision and to develop a tree care plan. We also would ask for the designation of a coordinator from the Administration. Any questions?
Councilor Burkett: Obviously trees are very important to Corrales. I have a related topic which is that I know that we have a need for a comprehensive plan update in the near future. It seems that incorporating a tree plan into a long lasting document may be a utilize some of your expertise. Is that something you think would be of value?

John Thompson: I think that would be of great value. There is very little in the current Comprehensive Plan about trees, especially in the residential areas.

Councilor Burkett: Along the residential side, is your guy’s goal to have influence over and support citizens to take care of and plant trees on private property? Or is the goal to increase trees in public properties?

John Thompson: Both. We did a survey of trees on municipal properties, which is around 500 mature trees. There are plenty of areas that would benefit from additional tree planting. We need to be prepared to replace trees that are dying. There should be a tree plan there. With the Arbor Day celebration we normally give out tree seedling giveaways which was a way of promoting tree planting. Along with the Master Gardeners we would be willing to do outreach regarding tree planting and care for residents.

Councilor Woldman: Do you anticipate a need for funding? As you may know there is the recently passed Great Outdoors Act which could be used for this.

John Thompson: Right now we have benefited from donated trees from Trees of Corrales. This year we got around 50 trees from them that we were able to plant in various locations. If we had a tree board and tree plan, I think it would make it a lot easier to go around and solicit donations and grants for trees.

Councilor Murray: I would hope that when you develop education programs that you would please include Corrales Elementary and the private schools. I think morphing your committee into a Tree Board would be a good idea.

John Thompson: Thank you. The Master Gardeners currently have an education program at Corrales Elementary. I think they would be happy to expand that to education on trees. We did a survey of trees at Corrales Elementary and they could definitely could use some help on how to plant and care for trees.

Councilor Dornburg: About 3 years ago we had a UNM student present their Master’s thesis on tree health in the Bosque to the Council. Has that been utilized for some of the data you presented? Second thing is creating another commission with need of administration oversight is a budgetary consideration. It is one more thing to consider as we face potentially tightening budgets. I do see the validity of tree health, it is one of the cornerstones of the Village.

John Thompson: I am not aware of any Master’s thesis, but if you could provide me that information I would like to follow it up. What we have been doing with an expert in bosque tree health, who is now working with Albuquerque, is to get them to do education on bosque tree health and incorporating that into a tree steward training program. Don Welsh and I are currently taking classes for a tree steward training program. What we will try to do in the next year is to have another tree steward program in collaboration with Los Ranchos.

Mayor Roake: We will look for that Master’s thesis, the Bosque Commission might also have it. On that note, the Bosque Advisory Commission is also a group that you would probably have to collaborate with about this proposal. Thank you for the presentation. I don’t know if there is any direction to the Administration at this time but we can certainly look at this proposal and decide some way to move forward with it. Or perhaps as Councilor Burkett suggested it can become part of the Comprehensive Plan review. We may also want to look at it such as Councilor Dornburg said from a budgetary and personnel point of view. Any other questions? No? Thank you for the very complete overview.
E. REPORTS:

1. Administrator Report

   • LGIP Funds

   **Administrator Curry:** First of all I wanted to report that we have entered into a contract to get the Farmland Conservation Easement appraised. We anticipate getting a number back within 60 days. The Village has also entered into a farmland management agreement with Silverleaf for around 2.5 acres of the Gonzales field. They have already planted some winter squash there. We look forward to what they have in store because it also fulfills what the Land Conservancy wants for that property. We are also excited about Gonzales field because next year we are going to working with 4-H on some education with help from Silverleaf as well.

   The next thing I want to do is turn it over to Anne Layne and Janet McHard of the McHard firm to talk to you about the money we have in the LGIP fund. I think all of you have gotten the report from them so please ask her any questions you have because I am sure she can answer them.

   **Anne Layne:** Thank you, I think you all got our report. We were brought in to do an assessment of the LGIP funds and make a determination on how those funds got there. We wanted to make sure that they were not some direct income source and determine where the actual cash in the account came from. We also wanted to sure that there were no sort of restrictions being held on the funds in that account. What we found is that the actual cash was an accumulation of funds in the general fund. Those were transferred to an investment account over at Wells Fargo, and then transferred to the LGIP account. My understanding as to why the funds were transferred to the LGIP is that it gave better returns than you were getting at Wells Fargo. After looking at the financial statements there are no specific restrictions on those funds. So they were not from a grant source that would state what the money can be spent on. It looks like some of the funds were restricted for a little bit to purchase a fire truck, but that fire truck was purchased so those restrictions would no longer stand. The only thing I see that could possibly use those funds is that there are some negative balances in some of your cash accounts. All that means is that your fund is overdrawn, not your bank account. You have the money in the bank, but for some reason the general fund is showing negative cash balances. I do not know if that is due to some accounting transactions that were not recorded correctly or if there needs to be a transfer from the LGIP to the general fund. We have recommended to the Village to undergo a detailed reconciliation of everything that is in the general ledger to make sure that all the transfers are recorded. Then we can really tell if any funds need to be transferred from the LGIP pool to the general fund. Janet, did I miss anything?

   **Janet McHard:** As Anne said, we looked at the transactions that created the funds within the LGIP account and did not find that there were any restrictions on it. What Anne was talking about was a government accounting concept where each fund is separately accounted for. The cash actually lives in a separate account, but then gets reconciled into each fund. Again, good news for the Village is that we could not find any restrictions on the funds in the LGIP account. If there are any questions we can answer, we would be happy to.

   **Councilor Murray:** So my question is, we vote to approve a balanced budget, and we have the resolutions which allow money to be transferred into those accounts to cover shortfalls or whatever. My question is why we would transfer money into those accounts if the budget has already been approved.

   **Janet McHard:** There are three different things going on here. There is the amount that is actually in the bank and in the LGIP account. What is the actual balance at the financial institution? The second is what is the accounting fund balance? That is the accounting story? Where did the money actually
get spent? But when you are talking about budget, the budget is forward looking. The accounting records where the fund balances exist is all historical. So what goes on in your budget and what goes on in your fund accounting are actually two completely different stories. Those in some way should reconcile out, but reconciling what was actually spent to what is in budget are unlikely to match up perfectly. When you mention what I think is a budget adjustment resolution, which is not the same thing as transferring the accounting numbers between fund balances. That actually helps us explain why there are differences between the two. For example if you are making an adjustment to move money from one budget line item to another budget line item, then when it is accounted for within the finance program then you may have to make a parallel transaction within the fund accounting. What we think may have happened in the past is that the fund transfers have not been appropriately handled in previous years. Everything at the financial institutions looks good, there do not seem to be any issues there. What is seems may have been happening over the past several years is that the funds within your finance software have not been properly categorized to reflect the influx and expenditure of funds. That is why we are recommending a detailed reconciliation to get those funds accounted for.

**Councilor Murray:** My other question is that is seems we are always two months behind from what the state pays us to where we are at. How does that impact what you are seeing in our current accounting?

**Janet McHard:** That doesn’t actually impact what we are looking at, at all. Just FYI, being two months behind is actually par for the course throughout the state of New Mexico.

**Councilor Dornburg:** I just wanted to say to Councilor Murray, I don’t think that was really the scope of what this firm looked at. But I do take great solace in the fact that we didn’t spend money that we did not have. So this gives us an opportunity as we move into the new system that we will start with a fully balanced perfectly zeroed out checking account. This is all very good news. We were very wise to pause and say, where did all this come from and how did we get here? We also didn’t take money and put it some place inappropriately. I think that was what a lot of us were concerned about. I do not have any other questions, but I would say that this opens up some other conversations we will want to have as a Council and with the Administration.

**Janet McHard:** I wanted to correct one thing that you said. You said that the reconciliation was to make sure all the transactions are recorded. We don’t have any concerns that you are missing transactions. We are concerned that the money that was sent out of the Village was not properly recorded in the fund that the money came from. We believe that all the transactions are there, but we are just not sure that they were put into the correct funds. They are sitting in the wrong place within your accounting.

**Councilor Dornburg:** No, much better stated than what I said. Thank you for that.

**Councilor Woldman:** It seems like there are an awful amount of funds. Is it unusual to have this many funds for this size Village?

**Janet McHard:** No, what you have is pretty par for the course.

**Anne Layne:** The only thing we noticed was that it seems that you have some dormant funds. One of our recommendations was look at those and determine whether those need to remain segregated or if they could rolled up into the general fund.

**Councilor Burkett:** This is a real $4.8 Million dollars in an account. It seems like at some point the debits and the credits on our budget would not have matched up and shown that we have millions of real dollars in surplus or hundreds of thousands each year. How do make sure that we catch that so
that we do not have to retroactively go back and try and find out? Was there anything in particular you saw that we should address?

**Anne Layne:** While the Village prepares a budget every year, as Janet explained, it does not always go as planned. When you have a left over between what the revenue and expenditures are, that is called a fund balance. The fund balance sits in your financial statements and rolls forward year after year. What I noticed, is that there were a couple years where some of your revenues coming through the general fund had exceeded what you had budgeted. A lot of that seemed to be allocations from the state that you maybe did not expect. So what happened is that the general fund balance increased a substantial amount. That is recorded on the financial statements every single year, that how we were able to tell what was going on. From a governing standpoint, you should just have a discussion saying we had an increase in our fund balance, where did it come from and what can we do with it?

**Janet McHard:** I would add to what Anne said. I have worked with government a long time. I was the inspector general for the City of Albuquerque. One of the things I see is that Councils tend to think a lot about budgets. Like I said, that is forward looking. I do not think there is as much focus on what actually happens. You may want to look at what kind of reporting you are getting on a quarterly basis so that you can see what is actually happening. That is where you can see that your actuals are looking far more robust or worse than the budget. When things are going well with the budget, then it typically does not come before Council. Only when there are issues does it typically get seen by you. So if you change the reporting you are getting and look at the fund balances, that will show you that there is money building up.

**Councilor Dornburg:** It occurs to me that when I first started on the Council was that one of the concerns I had with the previous administration was the level of rainy day reserves in the general fund. There was a concerted effort following the years of 2008 to budget very conservatively. In the past three to four years, revenues have been up, GRT is up, and building was increasing in Corrales. Is that possible that this was a concerted effort to build up reserves? That brings me to the second point which is that we changed our finance office around and might have a bit more fidelity when it comes to this accounting that we are talking about. I think those are all factors, am I missing the point?

**Anne Layne:** I would say no. Our analysis was starting from fiscal year 2013. So if you were making a concerted effort when we were seeing economic downturn, then when revenues start picking up in 2013 because the economy was picking up makes a lot of sense. So as administrations turn over, get new employees and new Council members just make sure your budgeting and accounting policies are keeping up with that.

**Councilor Woldman:** I think my question is, $4.7 Million dollars is a lot of money. You state it accumulated over a number of years but it seems like a lot to accumulate.

**Anne Layne:** It is a lot of money, and there was one year in particular, maybe FY13 or FY14 where there was a large increase of about $1.2 Million. A lot of that was due to how the state allocated its funds. There was a large increase in state allocations that year. After that, it is only a few hundred thousand a year. When it is only one hundred thousand, you might think that is not so bad, but then over six years it turns into a whole lot of money.

**Councilor Murray:** My concern is that when we go up to legislature and they see $4.7 Million sitting in the bank, they are going to be reluctant to give us anything.

**Administrator Curry:** That has always been a concern of mine due to some experiences in the past. Some conversations I have had with AJ Forte, the head of the Municipal League, and with Jill
Sweeney is that the LGIP fund has been set up to protect these funds. It would take a drastic action to take these funds from us. There are specific statutes in place to protect this money. We have spent a lot of time the past two weeks on just that because I agree with you Councilor. We can still take a conservative approach on how to spend these monies. We can try to conserve as much as we can while also addressing our ICIP list and seeing what we could buy off of it.

**Councilor Lucero:** You talked about this reconciliation. Can we expect this amount to be the same after the reconciliation considering we have a lot of boxes to put into?

**Anne Layne:** There is a possibility that it could decrease, but looking at your financial statements, the maximum it could decrease is about $1.6 Million. We really can’t say until after the reconciliation. It may be prudent to keep the whole balance until after the reconciliation.

**Administrator Curry:** I would also add that we are having a meeting with Anne, Janet and another accountant on Friday to discuss how we go about finishing up the reconciliation. We are going to work on it, and we will be finished with it by the end of the calendar year.

2. Department Reports

**Councilor Murray:** I had a question for Chief Martinez about the Casa San Ysidro easement and whether that has moved forward all.

**Chief Martinez:** I am working with the Administrator on the easement. We have been proactive, we have the money and we are working out the logistics.

**Councilor Murray:** Has the City given you anything that would enforce the easement or the easement agreement?

**Administrator Curry:** We are in the process of trying to lock in the agreement. We are trying to get the City of Albuquerque in line with what we want, and that it is time to move forward on this. We are confident that we have the right number sitting at around $50,000.

**Chief Martinez:** We have already made the crossing from the Loma Larga pumping station underneath the main canal. So we are already stubbed out basically in the easement, so we would have to make the connection from there to Old Church Road.

**Councilor Knight:** I also had questions for the Chief. I was wondering about your VFA grant. What item are you purchasing with the $20,000?

**Chief Martinez:** That is a grant from New Mexico State Forestry so it has to be equipment related to wildland and fire use. So we are going to purchasing fire hose, nozzles and other distribution equipment.

**Councilor Knight:** You also mentioned fire season and adding extra fire fighters. How many are you adding? Will they be on overtime?

**Chief Martinez:** In years past, we have utilized the YCC to fill in some of those gaps. This year we do not have that, so I have tried to hire volunteer fire fighters that have the qualifications.

**Councilor Lucero:** I had a question about the Loma Larga water line. I see it is out to Sagebrush Road now. How much further do we have funding for?
Chief Martinez: It is about 100 feet north of Sagebrush. I do not have any additional funding to continue that waterline at the moment.

3. Commission Reports

F. COUNCILORS FORUM:  This section is for information purposes only, not for discussion and debate, to inform the Governing Body of an issue/concern that would not be addressed on the agenda during the business session.

Councilor Murray: A couple of days ago I sent you an email about permit signage not being displayed and I know that we also got a letter today about building activity on West Ella. I hope we are investigating those things. I also had an idea that we should be helping Corrales Elementary and the private schools to help with their online learning. If we could round up volunteers to help out.

Mayor Roake: That actually reminds me that we had some items on political signage and I had asked that our Attorney, Randy Autio, to look into it and I think he is going to talk about it.

Randy Autio: We have had some complaints about people leaving signs out after the primary or putting them out too early for the general election which caused some concerns for some folks in the community. I looked into it, and there is an issue that arises. I looked at our current ordinance related to political signs and what has happened in the past few years is that there was a Supreme Court decision made against the City of Gilbert Arizona. What happened in that case is that the Supreme Court decided that the first amendment right includes political speech, you can only regulate political signs if your regulations are content neutral. That means you essentially cannot read what is on the face of the sign to determine how you are going to regulate it. The regulations we have dictating time, number and size are all based on content, so I am going to work with Laurie Stout to come up with a workable ordinance that we will come back to you with. We are not going to be going out and enforce our sign ordinance right now because it has a serious chance of being overturned.

Councilor Knight: I just wanted to ask all the department heads to please make sure that your voicemail is not full.

Councilor Burkett: I just wanted to say that I think the Village is in need of an updated comprehensive plan. I know that is a large undertaking. The second thing is to follow up on this zoning email earlier today. When you drive by it looks like it is a problem, but sounds like to the letter of the law that it is not. We need to potentially assess our zoning policies to reflect the intent of what want.

G. CORRALEÑOS FORUM:  This section is for information purposes only, not for discussion and debate, to inform the governing body of an issue or concern that would not be addressed on the agenda during the business session. There is a 3-minute time limit, unless approved by the Presiding Officer.

All comments must be emailed and will be read into the record. Please email comments to agjullin@corrales-nm.org no later than 12:00 pm on Tuesday August 18th.

Corraleños forum was opened, and no one commented.

H. CONSENT AGENDA:  All matters listed under the Consent Agenda are considered to be routine by the Village Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
1. Approval of minutes for June 16\textsuperscript{th}, 2020 Regular Council Meeting
2. Approval of Professional Services Agreement between the Village of Corrales and Corrales MainStreet

\textbf{Motion:} to approve the consent agenda, \textbf{Action:} Approve, \textbf{Moved by} Councilor Bill Woldman, \textbf{Seconded by} Councilor Mel Knight.

\textbf{Vote:} Motion carried by unanimous vote (summary: Yes = 6).

\textbf{Yes:} Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

\section*{I. ITEMS REMOVED FROM CONSENT AGENDA:}

\section*{J. NEW BUSINESS:}

1. Consideration, Action and Approval of Ordinance 20-004, an ordinance providing for the re-zoning of tract 44-A-1 to extend the commercial zone.

\textbf{Laurie Stout:} There is an applicant who already has commercial zoning and wishes to extend it to the full 350 feet allowed by Village Ordinance. They were approved by the Planning and Zoning Commission hearing that took place on July 15\textsuperscript{th}. If there are any questions I would be happy to answer them,

\textbf{Councilor Murray:} Mayor I am going to have to recuse myself because I had a discussion with Mr. Thaler months ago about this action.

\textbf{Clerk Gjullin:} We will now open up for public comment. We will start with Antonette Roybal.

\textbf{Antonette Roybal:} I sent in my concerns earlier, but I never received notification that they would be running a sawmill next to my property which is approximately 200 feet from my residence. I only found out about this meeting through Laurie Stout. Seeing that I spoke at the Planning and Zoning hearing, I was not aware that the issue would be sent to the Council for final decision. I was advised by Laurie Stout that I would receive a registered letter for the 8/19 meeting, but I have not received it yet. If permanent rezoning of this property is approved, is there any commercial restrictions besides the sawmill? Is tract 44-A-1 relevant to the property at the northeast corner of Hansen Road and Corrales Road? If so, why is Ordinance 20-004 necessary?

\textbf{Mary Rodriguez:} I also have concerns. I live at 103 East La Entrada and I can hear when they are operating their saw. When a different woodworking company was next to us, they were required to because of safety issues and sawdust to put a barrier around their saw. My concern is, is the wood pest free, insecticide free? Are our trees effect by this wood? The other concern is the noise. This is a business in a residential area that is being expanded. My understanding that if this expansion is going on that a certified letter should be sent to residents that live within the area. Those are my concerns. Are they maintaining the dust issue? Are they keeping safety in mind? I think they should be inspected to make sure they have all these things in place.

\textbf{Jim Bullard:} I live on East Ella. I had sent a letter that I am not sure made it up to Council. I think these are all really good concerns, but I have a lot of trust in the Thalers. I want to support the Thalers because I think they have these things in mind. I think they are making sure that this is safe and impactful free as it can be. I appreciate the time that went into this. I read the Planning and Zoning Commission minutes and was very impressed with their questions and topics that were discussed.
Douglas Findley: As far as I know there is a commercial zone that runs through Corrales. It is a certain distance from the main road and whatever the business that is being considered automatically falls into the commercial zone.

Rick Thaler: What you are considering here is our application for the zone map amendment. Not the business license. The business license is going to be considered at the September 17th Planning and Zoning Meeting. All of these issues that have been discussed will be considered then before we can get a business license. We are operating under a temporary business license due to COVID. I anticipated some of these complaints, so I got some of my neighbors and friends close to the site to send some letters of support. Giving us the zone map amendment does not automatically mean that we will get granted a business license.

Mayor Roake: I would say that what is before the Council tonight is the rezoning. I also just wanted to ask Laurie, was proper notice given?

Laurie Stout: Yes it was. The July 15th P&Z meeting heard both a summary plat and a zone map amendment. Certified letters were sent out including Ms. Roybal. No certified letters were sent to her for tomorrow night’s meeting because there is no application from Mr. Thaler for that site. There will be another certified letter sent out for a site development plan for Mr. Thaler that will be heard at the September 16th Planning and Zoning Commission meeting.

Councilor Dornburg: Is there a reason that this has to happen tonight? Or can we allow for more thought and discussion? It just seems that everyone seems caught off guard by this.

Randy Autio: We looked at this with the clerk. As with most ordinances, there is a publication that comes in the form of a resolution to the Council to publish notice 15 days before the hearing. That is not required to be done with a zone map amendment because it has already been heard by the Planning and Zoning Commission, so there is a specific exception granted for that. There is no legal reason it could not be continued. I would get Laurie’s input.

Motion: to approve Ordinance 20-004, Action: Approve, Moved by Councilor Mel Knight, Seconded by Councilor Zachary Burkett.

Vote: Motion carried by unanimous vote (summary: Yes = 5).

Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

Abstain: Councilor Stuart Murray

2. Consideration, Action and Approval of Resolution 20-023, a resolution for the creation of an Ad Hoc Committee for potential uses of the Corrales Interior Drain

Motion: to approve resolution 20-023, Action: Approve, Moved by Mayor Pro Tem David Dornburg, Seconded by Councilor Mel Knight.

Councilor Murray: Would they dissolve after they give their report?

Mayor Roake: Most likely, unless the Governing Body had a different plan for them depending on the report.

Councilor Murray: I would hope they would also look at the liability of covering up the interior drain. Who is going to maintain the pipe? Etc.
Councilor Dornburg: I think that is the purview of the governing body once they get their feet on the ground to guide them on what we would want them to look at.

Vote: Motion carried by unanimous vote (summary: Yes = 6).
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

3. Consideration, Action and Approval of Resolution 20-024, a resolution for authorizing adjustments of various funds for fiscal year 2020-2021.

Motion: to approve the resolution 20-024, Action: Approve, Moved by Mayor Pro Tem David Dornburg, Seconded by Councilor Kevin Lucero.

Councilor Murray: I wanted to ask about the top three lines. Are they independent of one another or are they related?

Reyna Aragon: I was asked to find some money for the Sagebrush pathway and so last year we budgeted $330,000 for franchise tax and we received $352,000. I am pretty sure that is what we are going to get this year, so that is what we are going to use to pay for the engineering of Sagebrush.

Vote: Motion carried by unanimous vote (summary: Yes = 6).
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

4. Consideration, Action and Approval of Resolution 20-025, a resolution directing the publication of a notice of meeting and intent to consider adoption of an ordinance amending ordinance 19-006.

Motion: to approve the resolution 20-025, Action: Approve, Moved by Mayor Pro Tem David Dornburg, Seconded by Councilor Mel Knight.

Councilor Murray: I had a question about the language used in section 5, no more than two occupants per bedroom. Does that take into account that a family might have a small child? Or something that requires a third person in the room.

Laurie Stout: We had to come up with an occupancy because our short term residential was in place and being applied, we had the person trying to fill the home. We are saying no more than two occupants per bedroom which is in line with what other municipalities have put in place. I think if someone is going to be sneaking a baby or child into the room that it will not become a zoning issue.

Councilor Woldman: I am wondering if it is possible to add language that allows a child under 3 that might be accommodating to a family. If people see that we only allow two per bedroom it might affect people who want to come into Corrales.

Councilor Burkett: Could we change it to adults, or does it have to be occupants? I don’t know that we should even limit it to a three year old.

Randy Autio: I think Laurie and I will sit down and see if we can make a compromise. We do not have to change anything tonight because this is just an action to put out notice. We can make amendments at our hearing at the next meeting.
Councilor Dornburg: My interpretation is that we are just trying to prevent packing 5 people per room to fill a house during balloon fiesta. If it is the intent of the ordinance to be a certain way, then I do not think we need to mince words. If we are picking hairs about whether someone is 18 or 19 years old, how are we going to enforce that?

Councilor Burkett: I think enforcing the spirit of the law is why we all got an email about zoning today. We have a person putting up a second 1500 square foot structure that has a garage, but just doesn’t happen to have a stove so it is classified as a house. I think we are all clear that that was not the spirit of the law, but since we did not word the ordinance properly, it is completely in compliance with the ordinance.

Councilor Dornburg: We still have to approve the plans. It falls on us to interpret the plans, so you are correct, but we have to approve it at the end of the day.

Councilor Murray: I agree with Councilor Dornburg’s assessment, but I think Councilor Woldman has a point. If we are going to advertise Air BnBs and people see we can only have two occupants that may be an issue. I agree with the attorney that we should look into and see what we can do at the next meeting.

Vote: Motion carried by unanimous vote (summary: Yes = 6).
Yes: Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

5. Discussion of ICIP 2022-2026

Councilor Murray: I was only going to say that we had an infrastructure advisory commission. Were they involved in any of this? Did we get there input?

Mayor Roake: Over a lot of time we have had a lot of advisory input, but we can see if they have any more input.

Administrator Curry: I just have one thing I would say when we talk with an advisory commission about this. One of the things we always want to look at with this list is what sort of liabilities does the Village assume and the other is what financial responsibilities do we undertake.

Clerk Gjullin: I just wanted to comment that Council will be hearing from me later this week or early next week to get your rankings because we will have to approve a resolution with those rankings at the next meeting.

Councilor Dornburg: I would just remind Councilors that ranking is a determination of what gets funded. We do have an additional consideration this year with possibly using LGIP funds to deal with some of these projects on our own dime. So I am looking at it with a different flavor from years past, but just keep that in mind.

Mayor Roake: That is a good point and also keep in mind that as we move into the next legislative session, it is unlikely that anyone will get any capital outlay this year.

Councilor Murray: Do we know which projects are shovel ready?

Mayor Roake: We could certainly work on that. Some of this is equipment we could purchase, some of the projects might be ready to go. If that is something you are interested in, contact the Village and they can help you with that.
Clerk Gjullin: On that note, please just email me on any of these items because I have all the language we have submitted previously as well as what we are potentially submitting this year.

Councilor Dornburg: On that note if we can I would like to see the curbing and pathway for Meadowlark put in there. We know the cost and have broken it out, there may be some re-engineering cost. Also, if we can put the Sagebrush connection for the Thompson fence line that would be good as well.

Mayor Roake: I think that is a good idea. Perhaps even as a separate list of things we in the administration and as the governing body would earmark as important to the community and seeing what we can do with it.

6. Discussion of Work on Private Roads

Councilor Knight: I hope you all got to read my report on properties. I started with a history of what has happened with private roads. I also included what has happened in recent years when the Village took care of private roads by removing the washboard or fill in gullies. Why I think it is so important is that I called five other municipalities in the state and asked them about their maintenance. Two got back to me and said that they also have this issue and would love to have something in place to help our constituents, but there is nothing available to us. One was the Village Manager in Anthony and the other was the Clerk in Edgewood. I talked to our Public Works people and they think it is doable. I spoke with two people who advertise in the Corrales Comment to ask if we would taking away their business and one of them thought that this was already in place with the Village. He even said he does not really work on roads at all. I also spoke to Randy up at the Municipal League and he said that if you had asked me 15 years ago I would be all for it, but people are sue happy these days and I worry about municipalities getting sued. In my bullet points I wanted to know what the other councilors thought about all of this. I took a lot of time to call and work on this and I do not want to beat my head against the wall if people are not for it. So what do my fellow Councilors think and what does the Administration think?

Councilor Murray: I did have a question or two. Is this going to require a property owner to have a site survey done just to know where the property lines are? You know if someone calls in to have the road done, we don’t want to intrude on their property. The other concern I have is if we give them an estimate whether we are giving them a timeline for how soon we get back to them and when we do the work? If they pay for it up front, they probably want it done expediently.

Councilor Knight: Did you see my bullet point where it says in the case of an emergency, the Village may postpone the work and be scheduled for two weeks. I remember when the Harvey Jones Channel got filled with silt and it took a long time to fix because it was not an emergency.

Councilor Dornburg: There is a number of issues I have heard about private roads since my time on the Council. Some people don’t want the Village to be involved with their private road because it is a private road. Secondly, the anti-donation clause is something that is very difficult to get around. Third, the Public Works guys are amazing, but they are a finite force. I do not think you will see them with a shortage of things to do and an abundance of equipment to do it. I can see it in my head where we have another set of floods that we could help as a community. But for road maintenance, I just do not see it as the role of the Village if those roads are not municipal assets. I would not be in support of this, but I do appreciate the legwork that you put into this.

Councilor Burkett: I had more of a general question about private roads. Recently there was an issue where someone on a private road put in a speed bump out in front of their house with a wheelbarrow full of dirt. They were told they could not do it. Now the Village does not maintain
the road, but it seems like we are putting them in a tough situation. We are tying citizen’s hand to solve problems on their private roads but we aren’t giving them any solutions we can provide. So they cannot offer a solution of their own, we cannot offer a solution of our own.

**Councilor Knight:** I want to make sure that you understand that this document relates to an individual who is paying for the work to be done. If someone up the road doesn’t want to have it done then they do not have to have it done. It is an individual’s right to hire the Village.

**Councilor Murray:** Unfortunately a lot of these have HOAs tied to them so there may already be monies saved or allocated towards road maintenance. Some of these HOAs get specific. Once the contractor had put in their rules, then we are very limited what we can do.

**Councilor Knight:** I just want to make sure that everyone read what I had put in and that they understand that it was done in the past. There wasn’t any engineering or drainage plan and it was just to get the road back to where it was safe. But again, I do not want to undertake it unless people are behind it. Randy do you have some thoughts on this?

**Mayor Roake:** I just wanted to clarify something that Councilor Burkett said. Apparently the private citizen can put a speedbump in. They just have to provide signs and they have to build it to a certain spec.

**Councilor Woldman:** If there are 20 people on a private road and 10 of them do not want to pay for the road maintenance. And assuming that they were spread out where one house wants it, the next house doesn’t, the next house does, etc. So they would only maintain every other house’s road?

**Councilor Knight:** Correct, it is an individual getting work done. I am looking at where I live and where my constituents live in the sand hills. Some of these folks do not know where to turn for some of this and I think the Village can be the place to turn to. You know I ran on this platform and wanted to put it out there.

**Councilor Woldman:** I had a question for Randy. We had a discussion about turning a private road into a public road. I do not recall what the answer was, but whether it was a unanimous vote by the people who live on the road or other restrictions. What is the legal reading on that?

**Randy Autio:** Councilor Knight, Ron Curry and I have had several discussions about what pathways are available to us. One of the greatest challenges is that every private road is going to be a unique situation. There are some people who live on private roads that do not want improvements and others that would like to have more of a public road environment. So to answer your specific question, it is a two part process. Someone would have to ask to dedicate the road to the Village as an official Village road. Then you as the Governing Body would have to accept that dedication. Everybody has to come to an agreement. Now is a good as a time as any to get my general thoughts on it out as well unless someone has other questions they would want answers.

**Councilor Murray:** That would also get us into another sticky situation where the road itself is part of a lot. If you start dedicating some of these roads then you might make a substandard lot. That may make some legal issues for us as well.

**Randy Autio:** I think the Councilor’s point is a good one, to determine if there is a will of the Council to move forward and expect money and time towards create a program. These are the issues that we would have to tackle. The first is figuring out how to allocate Public Works resources that already work on public roads and determining logistically if we can allocate that. That’s more
of a fiscal question. The anti-donation clause is also an issue we would have to address. We would have to charge fair market value. The part that is a little difficult is that we as a municipal entity are routinely doing work for public purposes. That really is our charter as a municipality. So when we are talking about private roads, we would have to show what the use to the public is. Then how to deal with the issue of one person on a road of ten who wants to get the maintenance done but others do not. We would have to put a mechanism in place to get signoff on that or that they would waive any claim against the Village for doing the work. Then there is the risk factor. Our system of doing public work is focused on people engaged in the scope of their duties. We would have to make sure that we weren’t interfering with the waivers within the Tort Claims Act.

**Councilor Dornburg:** I think he brought up a really good point which is that if we are being paid fair market value, then why are we doing any of this if they can go to anyone else for hire and get the same thing?

**Lynn Siverts:** I think we would definitely need it to be engineered, especially if we would be taking it over.

**Fire Chief Anthony:** I just wanted to say that this is also been an issue for public safety. Private roads for years have had a lack of maintenance. It is not just the road service itself, but the trees. I have been trying to come up with something like this, and I understand the legal aspect, but we hear all the time that these people don’t have money, or they are older. So from the Fire Department’s point of view, we would like something convenient. We spend lots of time dealing with these complaints but we do not have any avenue to direct them.

**Mayor Roake:** I would speak to that point which is that at times the Chief would like better access on private roads, but some folks want to keep it exactly the way it is.

**Councilor Murray:** I do not disagree with Fire Chief, but maybe we push this up to the Planning and Zoning Commission and let them for future developments look at the language for private roads? There could be requirements to maintain the road to a certain standard.

**Mayor Roake:** Laurie? Isn’t there language now that requires a private road maintenance agreement?

**Laurie Stout:** Yes we are asking for that on all new developments. We are asking for it to be on the plat executed by the developer.

**Councilor Murray:** Is there anything in the regulations outside of what you are asking?

**Laurie Stout:** Not necessarily no. That should be added to our code, but so far everyone has agreed to do it.

**Councilor Murray:** Give them a chance and they will ignore it. It should be in the code.

**Mayor Roake:** I think we have had a pretty thorough discussion about this. It is a complicated issue. I do not know if there is a pleasure of the Council to do anything further at this time, but I do appreciate Councilor Knight’s efforts.

**Councilor Knight:** Thank you and like I said, I wanted to bring this to Council and get their opinion. There are pros and cons on both sides, but I understand where people are coming from.
K. CONFIRMATION OF APPOINTMENTS:

Douglas Findley – Corrales Interior Drain Committee  
John Perea – Corrales Interior Drain Committee  
Sayre Gerhart – Corrales Interior Drain Committee  
Rick Thaler – Corrales Interior Drain Committee  
Jeff Radford – Corrales Interior Drain Committee

**Motion:** to confirm the appointments, **Action:** Approve, **Moved by** Councilor Kevin Lucero, **Seconded by** Mayor Pro Tem David Dornburg.  
**Vote:** Motion carried by unanimous vote (summary: Yes = 6).  
**Yes:** Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

L. ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

Corrales Road Crossings  
Chapter 18 Update  
Meadowlark Pathway  
Extending the Bike Trail

M. ADJOURNMENT

**Motion:** to adjourn, **Action:** Approve, **Moved by** Councilor Stuart Murray, **Seconded by** Councilor William Woldman  
**Vote:** Motion carried by unanimous vote (summary: Yes = 6).  
**Yes:** Councilor William Woldman, Councilor Kevin Lucero, Councilor Stuart Murray, Councilor Mel Knight, Councilor Zachary Burkett, Mayor Pro Tem David Dornburg

A COPY OF THE AGENDA MAY BE OBTAINED ON THE WEBSITE:  [www.corrales-nm.org](http://www.corrales-nm.org) click on Government & Council Meetings

If you are an individual with a disability who is in need of a reader, amplifier, 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 the Village Offices located at 4324 Corrales Road, 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 897-0502, or by e-mail at agjullin@corrales-nm.org if a summary or other type of accessible format is needed.

NEXT REGULAR COUNCIL MEETING: September 8th, 2020 at 6:30pm

I certify that notice of the Public Meeting has been given in compliance with the Open Meetings Act, Section 10-15-1 through 10-15-4 NMSA 1978 and the Open Meetings Resolution 19-041.

I certify that this agenda was posted on: August 14th, 2020.

_________________________
Aaron Gjullin, Village Clerk
Albuquerque Asphalt Executive Summary:

We are in the process of negotiating with NM DOT to get legislative funds granted to us (Grant D3401) obligated to continue work on the drain that would divert water from Upper West Meadowlark into the retention pond intended for this project. This would allow us to drill the necessary holes in the inlets to allow the median drains to actually drain into the pipe that was designed to do all of this. Right now, the median drains are not draining water because we do not have a way to divert that water once it is in the pipe. Again, this project completes that.

Around August 3rd, we submitted our paperwork to NM DOT to obligate approximately $68,000 towards construction of this drain and diversion pipe. As we have done in the past, we looked to use an open contract that allows “other state agency and local public body users with the State of New Mexico” to use the same price agreement set by another agency. As per New Mexico Procurement Code, Section 13-1-129(A)(2) we are allowed to contract services without the use of competitive sealed bids if the business has a current exclusive or non-exclusive agreement with another state purchasing agent. Albuquerque Asphalt currently has an open contract with the Los Lunas School District started back in 2018, so we intended to use their open contract to complete this work. However, on September 2nd, we were notified by NM DOT that we would not be allowed to use this contract because we were not explicitly a part of the agreement when Los Lunas School District signed their price agreement with Albuquerque Asphalt. We are contesting this notion because earlier this calendar year, we used a similar contract between Albuquerque Asphalt and Los Lunas to get work done on Loma Larga. We used the same procedure, with the same type of open contract, as we have used several times to get contractor work done in the Village of Corrales. Each demand by the DOT to prove that we are allowed to use an open contract, whether it be in our procurement code (Section 17.1 (A)(2)), the contract (see first paragraph), or the New Mexico State Procurement Code (Section 13-1-67, 13-1-90, 13-1-129) has been satisfied, but yet we are still unsure whether NM DOT will allow this obligation. We believe that NM DOT is misinterpreting the proper rules and procedures, but ultimately it is their decision.

We are required to obligate 5% of these funds by September 24th, which puts time restrictions on what we need to do. Since our next meeting is not until September 22nd, that does not allow adequate time, should we be allowed to use this contract, to get DOT approval. Tonight we are putting in front of you the contract we would like to use to work on this project. That way if DOT approves our submission, as we feel they should, then we already have Council approval and will not miss our September 24th deadline. Should NM DOT still reject our application, then this contract could be used for other needed items within the Village and we will have to pursue other methods to obligate this money. We may be able to obligate the money with engineering costs we have already incurred, however, NM DOT also advised that this method may also not satisfy their requirements as we have already begun that part of the work.
New Mexico State Statutes/Procurement Code:

13-1-67. Definition; local public body.
"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.
History: Laws 1984, ch. 65, § 40; 1999, ch. 258, § 1; 2003, ch. 267, § 1.

13-1-90. Definition; state agency.
"State agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.
History: Laws 1984, ch. 65, § 63.

13-1-129. Procurement under existing contracts.
A. Notwithstanding the requirements of Sections 13-1-102 through 13-1-118 NMSA 1978, the state purchasing agent or a central purchasing office may contract for services, construction or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposals as follows:

   (1) at a price equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the state agency or local public body and the purchase order adequately identifies the contract relied upon; or

   (2) with a business which has a current exclusive or nonexclusive price agreement with the state purchasing agent or a central purchasing office for the item, services or construction meeting the same standards and specifications as the items to be procured if the following conditions are met:

       (a) the quantity purchased does not exceed the quantity which may be purchased under the applicable price agreement; and

       (b) the purchase order adequately identifies the price agreement relied upon.

B. The central purchasing office shall retain for public inspection and for the use of auditors a copy of each federal supply contractor state purchasing agent price agreement relied upon to make purchases without seeking competitive bids or proposals.
Village of Corrales Procurement Code:

17. OTHER TYPES OF PROCUREMENTS.

17.1 Procurement under Existing Contracts. (§ 13-1-129)

A. The central purchasing office may contract for services, construction or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposals as follows:

1) At a price equal to or less than the contractor’s current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the Village and the purchase order adequately identifies the contract relied upon; or

2) with a business which has a current exclusive or nonexclusive price agreement with the state purchasing agent or a central purchasing office (as defined in the Procurement Code) for the item, services or construction meeting the same standards and specifications as the items to be procured if (i) the quantity purchased does not exceed the quantity which may be purchased under the applicable price agreement; and (ii) the purchase order adequately identified the price agreement relied upon.

B. The central purchasing office shall retain for public inspection and for the use of auditors a copy of each federal supply contract or price agreement relied upon to make purchases without seeking competitive bids or proposals.
PRICE AGREEMENT

Los Lunas School District

PRICE AGREEMENT #2018-006-HR1
ASPHALT IMPROVEMENTS AND REPAIRS

THIS PRICE AGREEMENT ("Agreement") is made and entered into by and between the Los Lunas School District, hereinafter referred to as the "School District" and ALBUQUERQUE ASPHALT INC, hereinafter referred to as the "Contractor", on behalf of Los Lunas Schools, Valencia County and other state agency and local public body users within the State of New Mexico as provided for in the New Mexico Procurement Code at Section 13-1-129(A)(2). It is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Los Lunas School Board.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   a. The Contractor shall provide products and services to Procuring Agencies, on an “as needed” basis, in accordance with the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference at prices not to exceed those indicted in the “Price Schedule” submitted with Contractor’s proposal, also incorporated herein by reference.
   
   b. This is not an exclusive Price Agreement. Procuring Agencies may obtain products and services from other sources during the Price Agreement term. Los Lunas School District makes no expressed or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of services will be procured.

2. **Compensation.**
   All payments under this Price Agreement are subject to the following provisions:
   
   a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Procuring Agency shall determine if the products or services provided comply with the Purchase Order and any specifications contained therein. No payment shall be made for any product or service until the product or service has been accepted in writing by the Procuring Agency. Unless otherwise agreed upon between Procuring Agency and the Contractor, within fifteen (15) calendar days from the date the Procuring Agency receives written notice (Contractor’s Invoice) from the Contractor that payment is requested for products or services, the Procuring Agency shall issue a written certification to the Contractor of complete or partial acceptance or rejection of the products or services.
b. Rejection - Unless the Procuring Agency gives notice of rejection within the fifteen (15) calendar day acceptance period, the product or service will be deemed to have been accepted. If the product or service is deemed unacceptable within the fifteen (15) calendar day acceptance period the Procuring Agency shall notify the Contractor of the rejection and the reason for the rejection. Upon rejection and notification of the reason for rejection, the Contractor shall have ten (10) calendar days to cure unless a different cure period is agreed to in writing by both parties. At the end of such cure period, the Procuring Agency will again determine whether the product or service is acceptable and provide written notice within fifteen (15) calendar days of receipt of the corrected product or service. If the product or service is once again deemed unacceptable and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Procuring Agency if such a remediation plan is requested by the Procuring Agency. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the products or services under the terms of this Agreement and available at law or equity. In the event that a product or service must be resubmitted more than twice for Acceptance, the Contractor may be deemed as in breach of the Purchase Order, at the sole discretion of the Procuring Agency. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Agency may terminate the Purchase Order.

c. Compensation - The approved maximum prices to be paid for products and services rendered are contained in the Price Schedule.

d. Receipt of Invoice - All invoices must be received by the Procuring Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date may not be paid at the sole discretion of the Procuring Agency.

e. Payment of Invoice - Upon certification by the Procuring Agency that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Procuring Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Payment will be made to the Contractor's designated mailing address.

f. Payment of Taxes - The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

g. Invoices - Invoices shall be submitted to the Procuring Agency or designee of the Procuring Agency.
h. Release - The Contractor, upon final payment of the amount due under a Purchase Order, releases the Participating Agencies, the Procuring Agency, and their sub-agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement.

3. Term.
   The term of this Agreement shall be for one (1) year from the date of approval by the Purchasing Agent and the Los Lunas School Board. Unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations), this Agreement shall automatically renew, on an annual basis, for up to three (3) additional years. Under no circumstances shall the term of this Agreement, including all extensions and renewals thereto, exceed four (4) years.

4. Termination.
   A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the School District’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the School District is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the School District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

   B. Termination Management. Immediately upon receipt by either the School District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the School District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the School District shall direct for the protection, preservation, retention or transfer of all property titled to the School District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the School District upon termination and shall be submitted to the School District as soon as practicable.

5. Appropriations.
   The terms of this Price Agreement and any Purchase Orders are contingent upon sufficient appropriations and authorization being made by the governing body of the Procuring Agency for performance pursuant to this Price Agreement. Notwithstanding any language to the contrary in this Price Agreement or in any Purchase Order or other document, a Procuring Agency may
terminate its obligation under a Purchase Order if sufficient appropriations and authorization are not made by the governing body of the Procuring Agency to pay amounts due. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, Procuring Agencies agree not to use insufficient appropriations as a means of terminating a Purchase Order in order to acquire functionally equivalent products or services from a third party.

6. **Status of Contractor.**
   The Contractor and its agents and employees are independent contractors performing professional services for the School District and are not employees of the Los Lunas School District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of School District vehicles, or any other benefits afforded to employees of the Los Lunas School District as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Participating Agencies or the Procuring Agency to any obligation not assumed herein by the Participating Agencies or the Procuring Agency, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**
   The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the School District.

8. **Subcontracting.**
   Subcontracting is allowed under this Agreement. However, no such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the School District or a Procuring Agency. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. **Release.**
   The Contractor, upon final payment of the amount due under a Purchase Order, releases the Participating Agencies, the Procuring Agency, and their sub-agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement.

10. **Confidentiality.**
    Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the School District.

11. **Product of Service -- Copyright.**
    All materials developed or acquired by the Contractor under this Agreement shall become the property of Los Lunas School District and shall be delivered to the School District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part,
by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**
   
   A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

   B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

   1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any School District employee while such employee was or is employed by the School District and participating directly or indirectly in the School District’s contracting process;

   2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the School District (ii) the Contractor is not a member of the family of a public officer or employee of the School District (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the School District, a member of the family of a public officer or employee of the School District, or a business in which a public officer or employee of the School District or the family of a public officer or employee of the School District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

   3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the School District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the School District whose official act, while in School District employment, directly resulted in the School District making this Agreement;

   4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

   5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the School District.

   C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the School District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the School District if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the
effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the School District and notwithstanding anything in the Agreement to the contrary, the School District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.
   A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
   
   B. If the School District proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

   This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.
   The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

   The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.
   The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement,
Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**
The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the School District.

19. **Records and Financial Audit.**
The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the School District, the Department of Finance and Administration and the State Auditor. The School District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the School District to recover excessive or illegal payments.

20. **Disclaimer and Hold Harmless.**
Neither the Participating Agencies nor any the Procuring Agency shall be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Participating Agencies and all Procuring Agencies harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by any Participating Agency or Procuring Agency in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. **Indemnification.**
The Contractor shall defend, indemnify and hold harmless the Participating Agencies and all Procuring Agencies from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Procuring Agency and the legal counsel of Los Lunas School District by certified mail.

22. **Invalid Term or Condition.**
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. **Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

26. **Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the School District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. **Limit of Liability.**

The contractor's liability to the School District, or any Procuring Agency, for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of the claim at issue. The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the
contractor's negligence. In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

28. **Survival.**
   The agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification”; “Indemnification”; and “Limit of Liability” shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

29. **Succession.**
   This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. **Force Majeure.**
   A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. **Mediation.**
   In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. **Notice to Proceed.**
   It is expressly understood that this Agreement is not binding upon the School District until it is executed by the Los Lunas School Board after voting on the contract at a public meeting, or unless it is executed by the Los Lunas Schools Procurement Manager, if the amount of the contract is $20,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

33. **Attorney's Fees.**
   In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. **Cooperation.**
All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. **Incorporation and Order of Precedence.**

Request for Proposals No. 2018-006-HR and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

36. **Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, Los Lunas School District and all Procuring Agencies against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against Los Lunas School District or any Procuring Agency based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse Los Lunas School District or the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, Los Lunas School District or Procuring Agency shall:

   i. give the contractor prompt written notice of any claim;
   
   ii. allow the contractor to control the defense or settlement of the claim; and
   
   iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

   i. provide a Procuring Agency the right to continue using the product or service;
   
   ii. replace or modify the product or service so that it becomes non-infringing; or
iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

37. **Contractor's Payment of Property Taxes.**
Contractor acknowledges that Valencia County has established a policy of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Agreement.

38. **Termination For Failure to Comply with County's Tax Reduction Policy.**
Without limiting the rights and remedies available to the County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which the County may terminate this Agreement.

39. **Escalation Clause.**
The Contractor may request a price escalation due to increased cost to the Contractor. Allowable price escalations are subject to the following:
A. Prices in offeror's proposal shall remain firm for at least ninety (90) calendar days after price agreement award.
B. All price increases are subject to negotiation and shall only be accomplished by mutual agreement of the parties.
C. The School District reserves the right to cancel this price agreement and solicit a new price agreement if the escalated price is above the current open market price for the same commodity. Cancellation of the price agreement shall not affect any outstanding orders.
D. All revisions to the price list shall become effective when they are received, in writing, and accepted, by the Purchasing Agent of Los Lunas School District, provided that they do not conflict with item (E.) of this paragraph.
E. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing by the School District.
F. The Contractor shall be limited to a maximum of two price escalations per annual contract period.
G. The Contractor shall provide to the School District written notice of any requested price changes at least sixty (60) days prior to those changes taking effect.
H. If the Contractor receives any price de-escalations from the supplier of goods or services sold to a user of this price agreement, the Contractor is responsible for notifying the School District within twenty-four (24) hours of such de-escalations, and passing those price changes on to users immediately.

40. **Notices.**
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the School District: Purchasing Director // PO Box 1300 // Los Lunas, NM 87031

To the Contractor: Albuquerque Asphalt Inc// PO Box 6640//Albuquerque, NM 87193.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Los Lunas Schools Purchasing Director.

By: [Signature] Contractor

Date: 4/12/18

Printed Name: Robert B. Wood, President

Address: P.O. Box 66450, Albuquerque, NM 87193-6450

By: [Signature] Los Lunas Schools Purchasing Director

Date: 4-24-2018
AGREEMENT FOR PAVING OF STREETS AND ROADS
AND RELATED CONSTRUCTION IN THE VILLAGE OF
CORRALES

THIS AGREEMENT is made and entered into this _____ day of September 2, 2020, by and between the Village of Corrales, a New Mexico municipal corporation, whose address is 4324 Corrales Road, Corrales, New Mexico, hereinafter referred to as the "Village," and Albuquerque Asphalt, Inc., whose mailing address is P.O. Box 66450, Albuquerque, New Mexico 87193-6450, hereinafter referred to as the "Contractor."

WHEREAS, the Village Council, the governing body of the Village, has determined that certain public streets and roads within the Village should be paved or re-paved, and that various drainage improvements are required during the 2020-2021 fiscal year and subsequent fiscal years as part of the Village's ongoing road paving program; and

WHEREAS, Contractor presently provides paving and construction services to the Los Lunas School District, County of Valencia under a Price Agreement entered into on April 24, 2018, pursuant to Valencia County Request for Bids 2018-006; and

WHEREAS, in accordance with Section 13-1-129, NMSA 1978, the Village may contract for services or construction without the use of competitive sealed bids with a business which has a current price agreement with a central purchasing office for services or construction meeting the same standards and specifications as the items to be procured by the Village, subject to certain conditions as hereinafter stated; and

WHEREAS, the Los Lunas School District, County of Valencia constitutes a central purchasing office for the purposes of Section 13-1-129, NMSA 1978; and

WHEREAS, copies of the current price agreement and Independent Contractor Agreement entered into pursuant to Valencia County RFB 2018-006 have been provided to the Village and are on file in the offices of the Village, as required by Section 13-1-129(8), NMSA 1978; and

WHEREAS, Contractor is willing to provide street paving and related construction services to the Village in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises as set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services:** Contractor shall perform street and roadway paving and construction services for the Village as and to the extent specifically requested by the Village's Public Works Director through issuance of a work order or similar document specifically authorizing each project to be performed under this Agreement. Standards and specifications for the work to be completed shall be in accordance with those set out in the Price Agreement including any addendum, supplements, amendments, or modifications thereto that are in effect as of the date each project is authorized by the Village.
2. **Obligations of the Village:** The Village's Public Works Director shall issue to the Contractor a work order describing each project to be performed for the Village under this Agreement, shall cooperate with the Contractor to establish a schedule for completion of each project, and shall take such other actions on behalf of the Village as are reasonable and appropriate to provide for the expeditious and efficient completion of the work.

3. **Compensation:** Compensation to the Contractor for Contractor's services as set forth herein shall be in accordance with the rates established in and pursuant to Valencia County RFB 2018-006, or as established by any subsequent addendum, supplement, amendment, or modification thereto upon the written consent of the parties to this Agreement. Contractor shall submit invoices for work completed no more frequently than monthly. Payment shall be due thirty (30) calendar days following the Village's receipt of each invoice, unless the Village for good cause shown and upon prompt notice to the Contractor shall withhold payment for the work or a portion thereof. Good cause shall include, but is not necessarily limited to, failure to complete the work in accordance with the approved design, specifications, or other applicable standards.

4. **Term:** This Agreement shall be effective as of the date first written above, and shall terminate on one (1) year from the date of approval, unless sooner terminated pursuant to the provisions of this Agreement.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Such notice shall be delivered to the other party or mailed to the other party by certified mail with a return receipt. In the event of termination by the Village, Contractor shall be entitled to receive payment for work requested by the Village that is duly and adequately performed prior to the termination date. In the event that the price agreement between Contractor and the County of Valencia pursuant to Valencia County RFB 2018-006 should terminate prior to September 2, 2020, in accordance with the terms thereof, this Contract shall automatically terminate upon the same date that the Valencia County contract terminates; provided, however, that in such event the Contractor shall complete any Village projects in progress upon such date, unless otherwise instructed by the Village.

6. **Insurance and Indemnification:** Contractor during the term of this Agreement shall maintain in force general liability insurance in an amount no less than $1,000,000 each occurrence, $2,000,000 aggregate, and shall provide that the Village is named as an additional named insured on such policy. Contractor agrees to release, indemnify and hold harmless the Village from any and all claims, suits or causes of action which may arise from Contractor's or any subcontractor's negligent performance under this Agreement, unless specifically exempted under New Mexico law. Contractor further agrees to hold harmless the Village from any and all personal claims for any injury or death sustained by Contractor or Contractor's employees, subcontractors, agents and representatives while engaged in the performance of Contractor's duties under this Agreement, except to the extent that such injury or death results from the negligence of the Village or its employees, agents or representatives or as otherwise specifically provided by law.

Nothing contained in this Agreement shall be construed to require either party hereto to indemnify, hold harmless, insure or defend the other party hereto, including the other party's...
employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee, its officers, employees or agents.

7. **Status of Contractor:** Contractor acknowledges that Contractor is and shall at all times remain an independent contractor and not an employee of the Village. Contractor and Contractor's employees shall not be eligible to accrue leave, retirement benefits, or insurance benefits, to use Village vehicles, or to receive any other benefits provided to Village employees.

8. **Workers Compensation:** Contractor acknowledges that neither Contractor nor Contractor's employees shall have any claims whatsoever to workers compensation coverage under the Village's policy.

9. **Release on Final Payment:** Upon final payment of the amount due under this Agreement, Contractor releases the Village, its officers, agents and employees from any and all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to bind, purport to bind or attempt to bind the Village to any obligation not assumed herein unless the Contractor has prior express written authority to do so from the Village, and in such case only within the limits of that authority.

10. **Non-Discrimination:** Contractor agrees that Contractor shall during the term of this Agreement comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

11. **Bribes, Gratuities and Kickbacks Prohibited:** Pursuant to New Mexico law, it is a crime to engage in bribery or provide gratuities or kickbacks in relation to public contracts. The parties hereto, their agents, officers and employees state affirmatively that no such activities have been engaged in, or will be engaged in, in connection with this Agreement. Any person, firm or corporation that knowingly violates any provisions of the New Mexico Procurement Code is subject to a civil penalty of not more than one thousand ($1,000.00) for each procurement violation of any provision of the Procurement Code. The attorney general or district attorney of the first jurisdiction in which the violation occurs is empowered to bring a civil action for enforcement of any provision of the Procurement Code.

12. **Amendment:** This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto with the same formalities as this Agreement.

13. **Scope of Agreement:** This Agreement incorporates all agreements, covenants and understandings of the parties hereto concerning the subject matter hereof and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. **Severability Clause:** In the event that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remaining provisions of this Agreement, which shall remain in full force
and effect to the maximum extent provided by law; provided, however, that the Village shall not be required to compensate the Contractor for work not performed nor shall the Contractor be required to perform work for which compensation may not be paid as a consequence of such holding.

15. **Governing Law:** This Agreement is entered into in the State of New Mexico and shall be governed by the laws of the State of New Mexico.

16. **Notices:** Any notices or communications under this Agreement shall be directed as follows:

To the Village by United States mail or other reliable delivery method to: Village of

Corrales
Attn.: Village Clerk 4324
Corrales Road
Corrales, New Mexico 87048

To Contractor by United States mail to:

AlbuquerqueAsphalt, Inc.
P.O. Box 66450
Albuquerque, New Mexico 87193-6450 or

by courier or hand delivery to:

Albuquerque Asphalt, Inc. 202
94th Street S.W.
Albuquerque, New Mexico 87121

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first written above.

VILLAGE OF CORRALES

_________________________________
JoAnne D. Roake, Mayor

ATTEST:

_________________________________
Aaron Gjullin, Village Clerk

ALBUQUERQUE ASPHALT, INC.

By: ___________________________________
Robert B. Wood
President
VILLAGE OF CORRALES  
STATE OF NEW MEXICO  
RESOLUTION 20-026  

AMEDNING THE BUDGET TO ADD ADDITIONAL FUNDS

WHEREAS, The Village of Corrales approved the final budget for FY 2020-2021 on July 21st, 2020; and

WHEREAS, The Village of Corrales Received CARES Act Funds for the Municipality and Small Businesses; and

WHEREAS, The Village of Corrales is the operator and distributor or CARES Act – Small Business Funds; and

WHEREAS, It is desired to create additional special funds to the budget for CARES Act and CARES Act – Small Business funds to track expenditures of those funds.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF CORRALES,

Section 1: to add special fund 259 “CARES Act” to FY 2020-2021 Budget.

Section 2: to add special fund 260 “CARES Act – Small Business” to FY 2020-2021 Budget.

APPROVED this 8th day of September, 2020.

VILLAGE OF CORRALES

_________________________________
JoAnne D. Roake, Mayor

ATTEST:

_________________________________
Aaron Gjullin, Village Clerk
VILLAGE OF CORRALES
RESOLUTION NO. 20-027

AUTHORIZING ADJUSTMENTS OF VARIOUS
FUNDS FOR FISCAL YEAR 2020-2021

Whereas, additional revenues, expenditures and reimbursements need to be adjusted in the FY 2020-2021 Budget, see attachment A;

Therefore, be it resolved that the Governing Body of the Village of Corrales authorizes adjustment of various funds and authorizes the Administration to submit this Resolution to the Department of Finance and Administration for review and approval.

APPROVED this 8th day of September, 2020.

VILLAGE OF CORRALES

___________________________________
JoAnne D. Roake, Mayor

ATTEST:

______________________________
Aaron Gjullin, Village Clerk
(SEAL)
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</table>

ATTEST:

<table>
<thead>
<tr>
<th>Title</th>
<th>(Date)</th>
<th>Mayor/Board Chairman</th>
<th>(Date)</th>
</tr>
</thead>
</table>

For Local Government Division use only:
PURPOSE:
To establish guidelines on the usage of recording devices by Department personnel.

POLICY:
It is the policy of the Corrales Police Department to utilize audio/video recording devices only for official capacities.

PROCEDURE:
Audio/Video recording devices may be utilized by police officers solely for the purposes of:

1. Recording statements for use in investigating criminal and traffic cases;
2. In the course of any investigation as an aid to ultimate arrest and apprehension;
3. Documenting citizen contacts.

The use of recording devices by employees to record conversations with other Department personnel is prohibited without their prior knowledge and consent, unless otherwise authorized by the Chief of Police.

Department issued recording devices will be properly maintained and any malfunctioning device will be reported to a supervisor, who will arrange for the repair or replacement of the device. Personally owned recording devices, such as tape/digital recorders and smart phones, may only be used with authorization from the Chief of Police.
Recording Devices  2-53  Page 2 of 6

In-Car Video Cameras:

The Corrales Police Department may utilize in-car video cameras in patrol vehicles to collect audio-visual evidence of criminal activity, to evaluate officer performance, and as a training tool for police officers. The use of in-car video cameras is intended to accomplish the following:

1. To provide an accurate depiction of events for courtroom presentation;

2. To accurately capture statements and events during the course of an incident or investigation;

3. To enhance the officer’s ability to document and review statements and actions for report writing purposes and courtroom preparation;

4. To provide an impartial measurement for self-critique and field evaluation; and

5. To assist in the ongoing training of police officers and police recruits.

General Procedures:

All in-car video equipment shall be installed in a manner which ensures the system can be activated automatically when the vehicle’s emergency lights are activated, manually by the officer via a wireless transmitter, and manually by the officer from within the police vehicle.

Officer safety shall be the primary consideration for placement of the system components within the vehicle and the use of the equipment. Officers will be provided with adequate training in the use and operation of the in-car video equipment prior to use.

Prior to the start of each shift, all officers assigned an in-car video camera shall perform a pre-operational inspection of their equipment to ensure the video camera and wireless microphone are operational and functioning properly.

Any malfunctions of the in-car camera equipment shall be reported to the immediate supervisor prior to the patrol unit being placed in service. The supervisor shall then make the determination as to whether the patrol unit will be placed into service with an inoperable camera system.

2-53.2
CORRALES POLICE DEPARTMENT
POLICIES AND PROCEDURES

Recording Devices  2-53  Page 3 of 6

Incidents, which should be recorded when a patrol vehicle is equipped with a video camera, include but are not limited to:

1. Traffic stops;
2. Pedestrian contacts;
3. Emergency responses during which emergency lights on the patrol vehicle are activated;
4. Motor vehicle pursuits;
5. Prisoner transports;
6. Crimes in progress; and
7. Any other situation or event that the officer deems appropriate to record.

When the in-car video camera is activated, officers shall verify that the audio recording portion is also activated to ensure that all events are properly documented. Officers are encouraged to use the audio portion of the recording to narrate events as they occur to provide the best evidence for courtroom presentation.

Officers are encouraged to review their in-car camera recordings when preparing written documentation of events in order to ensure the accuracy and consistency of events.

Officers shall ensure the volume from other electronic devices within the police vehicle (such as the car stereo) is off when the in-car video system is activated. *This does not apply to police radios.*

Video and Audio Evidence:

Officers shall not attempt to erase, alter, modify, or tamper with any video or audio recordings or recording equipment.

In-car camera system video and audio recordings are downloaded onto the Department computer server when the patrol vehicle is parked at the police station. When an officer’s in-car camera system has recorded an event which will likely require future viewing, such as a DWI arrest or vehicle pursuit, the supervisor shall be notified and subsequently request that the Evidence Custodian save the recording on a digital video disc (DVD). The DVD will be properly labeled and included in the case file pertaining to the incident. Copies of the DVD may be furnished to the Village Prosecutor or District Attorney’s Office, as well as others in accordance with the Inspection of Public Records Act.
Body-Worn Cameras (BWC):

The department will issue BWCs, to the extent available, to all Patrol personnel to accomplish several objectives. The primary objectives are as follows:

1. BWCs allow for accurate documentation of police-public contacts, arrests, and critical incidents. They also serve to enhance the accuracy of officer reports and testimony in court.
2. Audio and video recordings also enhance this agency’s ability to review probable cause for arrest, officer and suspect interaction, and evidence for investigative and prosecutorial purposes and to provide additional information for officer evaluation and training.
3. The BWC may also be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband.

When and how BWCs are used:

4. BWCs will be activated when handling calls for service and prior to (or as soon as practical) law enforcement related encounters in their entirety, provided that the activation does not interfere with officer safety or the safety of others.
5. BWCs will be activated during arrests and use of force encounters.
6. BWCs will be activated for the duration of traffic stops.
7. BWCs will be activated when responding to an emergency call or engaged in a vehicle pursuit.
8. BWCs will be activated during a foot pursuit if practical and safe to do so.
9. BWCs will be activated during the execution of search warrants.
10. Officers may activate the BWC to record contacts with citizens in the performance of official duties.
11. Whenever possible, officers should inform individuals that they are being recorded.
12. Officers may obscure the BWC view due to patient privacy concerns or when dealing with a victim or subject who is unclothed or partially unclothed.
13. Civilians shall not be allowed to review the recordings at the scene.

Procedures for BWC Use:

14. BWC equipment is issued primarily to uniformed personnel or as otherwise authorized by this agency. Officers who are assigned BWC equipment must carry and use the equipment unless otherwise authorized by supervisory personnel.
15. Police personnel shall use only BWCs issued by this department, unless otherwise authorized by the Chief of Police or designee. The BWC equipment and all data, images, video, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the agency.
16. Police personnel who are assigned BWCs will receive training in the use of the equipment from their supervisor or designee to ensure proper use and operations.
17. Additional training may be required at periodic intervals to ensure the continued effective use and operation of the equipment, proper calibration and performance, and to incorporate changes, updates, or other revisions in policy and equipment.

18. BWC equipment is the responsibility of individual officers and will be used with reasonable care to ensure proper functioning. Equipment malfunctions shall be brought to the attention of the officer’s supervisor as soon as possible so that a replacement unit may be procured.

19. Officers shall inspect and test the BWC prior to each shift in order to verify proper functioning and shall notify their supervisor of any problems.

20. Officers shall not edit, alter, intentionally manipulate or prematurely erase BWC recordings.

21. Officers are encouraged to inform their supervisor of any recordings that may be of value for training or other purposes.

22. If an officer is suspected of misconduct or involved in an officer-involved shooting or other serious use of force, the department reserves the right to limit or restrict an officer from viewing the video file.

23. Requests for redactions of portions of recordings (e.g., in the event of an inadvertent personal recording) must be submitted in writing and approved by the Chief of Police or designee. All requests and final decisions shall be kept on file.

24. Officers shall note in incident, arrest, and related reports when recordings were made during the incident in question. However, BWC recordings are not a replacement for written reports.

25. Officers shall turn their assigned BWC in to the Evidence Custodian or designated CPD employee on the last day of their work week for the review of video files and retention of recordings for a minimum of 120 days, after which recordings which have not been deemed to possess evidentiary value will be deleted.

26. Officers are to notify the Evidence Custodian or designated CPD employee of video files which should be retained beyond 120 days, such as those pertaining to arrests or use of force encounters.

Restrictions on Using the BWC:
BWCs shall be used only in conjunction with official law enforcement duties. The BWC shall not generally be used to record:

27. Communications with other police personnel without the permission of the Chief of Police or designee;

28. Encounters with undercover officers or confidential informants;

29. When on break or otherwise engaged in personal activities; or

30. In any location where individuals have a reasonable expectation of privacy, such as a restroom or locker room.
CORRALES POLICE DEPARTMENT
POLICIES AND PROCEDURES

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Storage:

31. All BWC recordings will be retained by being downloaded onto the secure Village network server or cloud storage service for a minimum 120-day period, after which recordings which possess no apparent evidentiary value will be deleted. Any BWC recordings which possess evidentiary value, such as those pertaining to arrests or incidents involving the use of force, or otherwise requested by the officer or a supervisor, shall be downloaded onto a secure department computer by the Evidence Custodian or designated CPD employee. Video files are copied onto a digital video disk, thumb drive or similar external storage device as needed for dissemination to the District Attorney’s Office, Internal Affairs Investigator, or other parties in accordance with New Mexico Inspection of Public Records Act (IPRA) requests.

32. Video recordings with evidentiary value are retained in accordance with relevant Department policies pertaining to Property and Evidence Management (GOPP 2-17) and Records and Reporting Requirements (GOPP 2-66).

33. All images and sounds recorded by the BWC are the exclusive property of this department. Accessing, copying, or releasing files for non-law enforcement purposes is strictly prohibited.

34. Files should be securely stored in accordance with state records retention laws and no longer than useful for purposes of training or for use in an investigation or prosecution. In capital punishment prosecutions, recordings shall be kept until the offender is no longer under control of a criminal justice agency.

Supervisory Responsibilities

35. Supervisory personnel shall ensure that officers equipped with BWC devices utilize them in accordance with these policies and procedures.

36. Personnel who fail to operate the BWC in accordance with these policies and procedures, intentionally manipulate or prematurely erase a BWC recording shall be subject to disciplinary action in accordance with relevant Department and Village policies and procedures.

Limitations

37. A camera mounted on a fixed point on an officer will capture a limited perspective and should not be considered a complete representation of an officer’s entire view or vantage point; the BWC will not always be pointed in the same direction as the officer’s line of sight.

38. An officer may experience different psychological and/or physiological affects when presented with life-threatening situations that recorded camera footage may not reflect or capture.

39. A camera will not record the sensory cues an officer is trained and accustomed to observing during human interaction, such as the sudden tense grip of a suspect or visual cues that alert an officer that a suspect is about to flee.

40. An event might not be recorded in its entirety due to the inability of the officer to activate the BWC when an event unfolds rapidly, when officer safety issues preclude the activation of the BWC, when there is mechanical failure of the BWC or when an officer’s location inhibits the field of view for the BWC.

Requests for copies of recorded material shall be made and processed in accordance with the New Mexico Inspection of Public Records Act.
VILLAGE OF CORRALES
STATE OF NEW MEXICO
RESOLUTION 20-028

ADOPTING 2022-2026 INFRASTRUCTURE CAPITAL IMPROVEMENT PLANS (ICIP)

WHEREAS: The Village of Corrales recognizes that the financing of public capital projects is a major concern in New Mexico and nationally; and

WHEREAS: In times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS: Systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS: The process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF CORRALES:

Section 1. That the Village adopts the attached FY 2022-2026 Infrastructure Capital Improvements Plan, and

Section 2. It is intended that the Plan be a working document and is the first of many steps towards improving rational long-range capital planning and budgeting for New Mexico’s infrastructure.

Section 3. This Resolution supersedes Resolution No. 19-030.

APPROVED this 8th day of September, 2020.

VILLAGE OF CORRALES

______________________________
JoAnne D. Roake, Mayor

ATTEST:

_________________________________
Aaron Gjullin, Village Clerk
(SEAL)
<table>
<thead>
<tr>
<th>Rank</th>
<th>ASSET</th>
<th>ESTIMATED COST</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Animal Services Equipment/Facilities</td>
<td>$40,000.00</td>
<td>Animal Services fully equipped transport vehicle and purchase additional equipment</td>
</tr>
<tr>
<td>2</td>
<td>Thompson Fence Line Connection</td>
<td>$75,000.00</td>
<td>Bicycle, Pedestrian, and Equestrian pathway to connect Sagebrush Road to the Thompson Fence Line</td>
</tr>
<tr>
<td>3</td>
<td>Municipal Parking Facilities</td>
<td>$100,000.00</td>
<td>Recreation, Fire, Admin and Library Parking Area Upgrades</td>
</tr>
<tr>
<td>4</td>
<td>Fire Suppression</td>
<td>$2,155,000.00</td>
<td>Fire line extension, repair fire line, upgrade well, piping &amp; tank facilities</td>
</tr>
<tr>
<td>5</td>
<td>Residential Roads and Drainage</td>
<td>$1,225,000.00</td>
<td>COOP, MAP, FEMA, TIP, etc. safety installations/ public ROW &amp; surfaces</td>
</tr>
<tr>
<td>6</td>
<td>Technology Equipment</td>
<td>$75,000.00</td>
<td>Upgrades to IT and expand the 3 year replacement plan</td>
</tr>
<tr>
<td>7</td>
<td>Wastewater Collection</td>
<td>$1,000,000.00</td>
<td>Emergency bypass; extension of service to high density areas</td>
</tr>
<tr>
<td>8</td>
<td>Repair and Upgrade Municipal Buildings</td>
<td>$500,000.00</td>
<td>Plan design and Construct Library, Police, Fire, Public Works, Court, Admin, Jones: floors, roofs, etc.</td>
</tr>
<tr>
<td>9</td>
<td>Parks and Recreation Improvements</td>
<td>$100,000.00</td>
<td>Furnish/Equip a Multi-generation athletic complex</td>
</tr>
<tr>
<td>10</td>
<td>Storm and Flood Hazard Mitigation</td>
<td>$1,500,000.00</td>
<td>Plan, Design and Construct Flood control facilities and structures</td>
</tr>
<tr>
<td>11</td>
<td>Corrales Road Pathway Mainstreet</td>
<td>$1,510,000.00</td>
<td>Plan, Design and Construct a pedestrian access route along Corrales Road</td>
</tr>
<tr>
<td>12</td>
<td>Fire Truck and Tender</td>
<td>$400,000.00</td>
<td>Replace old fire equipment</td>
</tr>
<tr>
<td>13</td>
<td>Vactor Truck</td>
<td>$500,000.00</td>
<td>Replace damaged equipment for multi-department use</td>
</tr>
<tr>
<td>14</td>
<td>P&amp;Z Equipment/Facilities</td>
<td>$40,000.00</td>
<td>Planning and Zoning fully equipped vehicle and purchase additional equipment</td>
</tr>
<tr>
<td>15</td>
<td>Meadowlark Phase 2 (Pathway)</td>
<td>$320,000.00</td>
<td>Plan, Design and Construct a pathway along upper Meadowlark Lane</td>
</tr>
<tr>
<td>16</td>
<td>Equipment Public Works</td>
<td>$1,000,000.00</td>
<td>Replace old equipment, purchase snow removal equipment, water truck</td>
</tr>
<tr>
<td>17</td>
<td>Performing Arts Center</td>
<td>$1,000,000.00</td>
<td>Repurpose existing Village facility into a performance space</td>
</tr>
<tr>
<td>18</td>
<td>Fire Substation #3</td>
<td>$400,000.00</td>
<td>Plan, Design, Construct and Equip a fire substation on the south end of the Village</td>
</tr>
<tr>
<td>19</td>
<td>Underground Utility along Corrales Road</td>
<td>$2,000,000</td>
<td>Purchase easements, plan, design and construct replacement of overhead utilities</td>
</tr>
<tr>
<td>20</td>
<td>Traffic Signage Reflectivity FHWA revised UTC</td>
<td>$250,000.00</td>
<td>Replace old signage that does not meeting FHWA standards</td>
</tr>
<tr>
<td>21</td>
<td>Energy Saving Measures for Buildings</td>
<td>$50,000.00</td>
<td>Equip Facilities with Energy Saving Measures</td>
</tr>
<tr>
<td>22</td>
<td>ADA Transition Plan for FHWA</td>
<td>$50,000.00</td>
<td>Plan, Design and Construct facilities to meet ADA transitions requirements</td>
</tr>
<tr>
<td>23</td>
<td>Casa San Ysidro Visitor Center</td>
<td>$50,000.00</td>
<td>Plan Design and Construct visitor restrooms and parking lot improvements</td>
</tr>
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</table>
VILLAGE OF CORRALES
ORDINANCE NO. 20-005

AN ORDINANCE AMENDING ORDINANCE 19-006 REGARDING SHORT-TERM RENTALS, TO CLARIFY PARKING REQUIREMENTS, AND OCCUPANCY. APPEAL PROCESS AND PENALTIES ARE FURTHER REFINED.

WHEREAS, the Village of Corrales Governing Body approved, passed and adopted Ordinance 19-006 on December 10, 2019 which amended Sections 18-29, 32-2 and 32-6 and created a new subsection “Short Term Rentals” within Section 18-45; and

WHEREAS, it has come to the attention of staff that the amendments in Ordinance 19-006 require further clarification;

NOW, THEREFORE, BE IT ORDAINED by the Village Council, the governing body of the Village of Corrales, that:

Section 1. Amendment to Section 5 (2) of Ordinance 19-006.

Section 5 of Ordinance 19-006 is hereby amended to read as follows;

(2) Application and Fee. Anyone wishing to engage in short-term rentals must submit a completed application. The application shall be returned to the Administrator accompanied by the appropriate application fee and must show, at a minimum:

(a) The maximum number of occupants and vehicles that the dwelling unit and any accessory structures can accommodate. There can be no more than six guest rooms on a residential short-term rental property and no more than two total occupants per bedroom being used as a short term rental.
(b) A Google map or similar map showing the entire property, all roads which abut the property and at least 25 feet of adjacent properties, showing on-site parking and areas subject to the short-term rental business.
(c) Floorplan showing all bedrooms within the dwelling unit and any accessory structure(s) on the property.
(d) Off-street parking as required by Section 18-39 (3) Short term rental lodging establishments. Off-street parking required, with at least one parking space per bedroom on the property.
(e) A valid septic permit for the property, showing the number of bedrooms permitted by the State to the septic system on the property.
(f) The name, mailing address, email address, and contact phone numbers (including 24-hour emergency contact numbers) of the owner of the property for which the permit will be issued.

(g) The name, mailing address, email address, and contact phone numbers (including 24-hour emergency contact numbers) of the operator and the local contact person for the owner of the residential rental.

(h) A valid New Mexico gross receipts tax number for the operator.

(i) Short-term rental permit application fee.

Section 2. Amendment to Section 5 (6) of Ordinance 19-006, Appeal Process.

Section 5 (6) is hereby amended to read:

(6) Appeal Process.

An applicant or person who is aggrieved by the decision of the Planning and Zoning Commission may appeal the decision to the Governing Body by written notice to the Village Clerk of such appeal, to be made within ten (10) days of the date of the decision by the Planning and Zoning Commission. The matter shall be referred to the Governing Body for hearing at a regular or special meeting in the usual course of business. The decision of the Governing Body made thereof shall be expressed in writing; and the action of the Governing Body shall be deemed final.

Section 3. Amendment to Section 5 (7) of Ordinance 19-006, Penalties for violation of requirements of subsection (g) of Section 18-45.

Section 5 (7) is hereby amended to add (e):

(a) Any person who violates any provision of subsection (g) of Section 18-45 shall, upon a first conviction, be subject to a fine of not less than $250 nor more than $500, or imprisonment of not more than 90 days, or both such fine and imprisonment.

(b) Any person who violates any provision of subsection (g) of Section 18-45 shall, upon a second or subsequent conviction, be subject to a fine of $500 or imprisonment of not more than 90 days, or both such fine and imprisonment.

(c) Each day that a violation occurs constitutes a separate violation of Village of Corrales Municipal Code as provided for in this subsection.

(d) The Village Code Enforcement Officer or other designated Village employee shall take action to correct the violation as provided for in the Code.

(e) Possible Revocation of short term rental permit.

SEVERABILITY CLAUSE: Should any section, paragraph, clause or provision of this Ordinance be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance. The Governing Body of the Village of Corrales hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, word or phrase thereof
irrespective of any one or more sections, subsections, sentences, clauses, words or phrases being declared unconstitutional or otherwise invalid.

COMPILING CLAUSE: This Ordinance shall be incorporated in and compiled as a part of the Code of Ordinances of the Village of Corrales, 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 Corrales, New Mexico, this 8th day of September, 2020.

PROPOSED CHANGES ARE SHOWN AS FOLLOWS:
New language indicated by underscored and red text.
Existing language to be deleted indicated by strikethrough.

APPROVED:

________________________________
The Honorable Jo Anne Roake
Mayor

ATTEST:

________________________________
Aaron Gjullin
Village Clerk
(SEAL)