



# AGENDA

Village of Los Ranchos  
Board of Trustees Regular Meeting  
6718 Rio Grande Blvd NW  
February 13, 2019 - 7:00 P.M.

MAYOR  
Donald T. Lopez

ADMINISTRATOR  
Vacant

TRUSTEES  
Mary Homan, Mayor Pro Tem/Trustee  
Pablo Rael, Trustee  
Allen Lewis, Trustee

## **CLOSED MEETING ON PERSONNEL FROM 6:00 P.M. TO 7:00 P.M.**

Open Meetings Act NMSA 1978, Chapter 10, Article 15 Section 10-15-1 (I) If any meeting is closed pursuant to the exclusions contain in Subsection (H) of this section, the closure: (2) If called for when the policy making body is not in an open meeting, shall not be held until public notice, appropriate under the circumstances, stating the specific provision of the law authorizing the closed meeting and stating with reasonable specificity the subject to be discussed, is given to the members and to the general public.

## **REGULAR MEETING AGENDA**

1. **CALL TO ORDER**
  - A. APPROVAL OF AGENDA.
  
2. **PUBLIC COMMENT PERIOD [3 MINUTE TIME LIMIT] - (PLEASE SIGN IN WITH THE CLERK IF YOU WISH TO SPEAK UNDER PUBLIC COMMENT ON AN ITEM THAT IS NOT ALREADY ON THIS AGENDA)**
  
3. **PRESENTATIONS/PROCLAMATIONS**

- A. FY 2017/2018 VILLAGE OF LOS RANCHOS FINANCIAL AUDIT PRESENTED BY JARAMILLO ACCOUNTING GROUP LLC (JAG).
- B. COMMENDATION FOR OUTGOING PLANNING & ZONING COMMISSIONER JOSEPH BRAWLEY.

**4. CONSENT AGENDA**

There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. MINUTES – JANUARY 9, 2019 – REGULAR MEETING;
- B. JANUARY 23, 2018 – SPECIAL MEETING

**5. REPORTS**

- A. MAYOR'S REPORT
- B. PLANNER'S REPORT
- C. LEGAL REPORT
- D. PUBLIC SAFETY REPORT
- E. FOURTH STREET PROJECT REPORT

**6. FINANCIAL BUSINESS**

- A. DISCUSSION AND APPROVAL OF CASH REPORT – JANUARY 2019.
- B. DISCUSSION AND APPROVAL OF MID-YEAR BUDGET REVIEW AND ADJUSTMENTS FISCAL YEAR 2018/2019
- C. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2019-1-2 OF THE MID-YEAR BUDGET ADJUSTMENTS FOR FISCAL YEAR 2018/2019

**7. PUBLIC HEARINGS AND APPLICATIONS**

**There are no hearings scheduled.**

**8. OLD BUSINESS**

- A. DISCUSSION AND APPROVAL OF RESOLUTION 2018-12-2, A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT ("AMENDMENT") AND SUPPLEMENTAL INDENTURE RELATING TO THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO INDUSTRIAL REVENUE BONDS (BOSQUE PREPARATORY SCHOOL PROJECT), SERIES 1999 (THE "BONDS"); APPROVING A CHANGE IN INTEREST RATE ON THE BONDS AND AMENDMENTS TO CERTAIN

TERMS OF THE INSTALLMENT PURCHASE AGREEMENT; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT AND SUPPLEMENTAL INDENTURE. *\*Deferred from the December 12, 2018 Board of Trustees Meeting*

**9. NEW BUSINESS**

- A. DISCUSSION AND APPROVAL AUTHORIZING THE CONTRACT BETWEEN THE VILLAGE OF LOS RANCHOS AND RED HAT HOPS, LLC FOR THE DESIGN AND CONSTRUCTION OF A .87 ACRE HOP YARD AT THE LARRY P. ABRAHAM AGRI-NATURE CENTER, 4920 RIO GRANDE BLVD. NW, LOS RANCHOS, NM 87107
  
- B. DISCUSSION AND APPROVAL OF THE ADDENDUM TO RED HAT HOPS, LLC CONTRACT.
  
- C. DISCUSSION AND APPROVAL AUTHORIZING THE CONTRACT BETWEEN THE VILLAGE OF LOS RANCHOS AND UNITE PRIVATE NETWORKS, LLC FOR THE RIGHT TO OWN, CONSTRUCT, OPERATE, MAINTAIN, UPGRADE, AND REPAIR INSTALLATION AND OPERATION OF A FIBER OPTICS NETWORK ALONG THE RIGHTS-OF-WAY WITHIN THE VILLAGE OF LOS RANCHOS.
  
- D. PURSUANT TO NMSA 1978 § 3-11-5, VILLAGE EMPLOYEE SHALL BE APPOINTED BY RECOMMENDATION OF THE MAYOR AND CONFIRMED BY THE GOVERNING BODY WHEN A VACANCY IS FILLED.
  - 1. CONFIRMATION OF APPOINTED VILLAGE EMPLOYEES
    - VILLAGE ADMINISTRATOR
    - VILLAGE CLERK
  
- E. IN ACCORDANCE WITH THE VILLAGE OF LOS RANCHOS 2013 CODIFIED ORDINANCES CHAPTER 9 ARTICLE 2 SECTION 2 (A) MEMBERSHIP. THE PLANNING AND ZONING COMMISSION SHALL CONSIST OF SEVEN (7) MEMBERS WHO SHALL BE APPOINTED BY THE MAYOR WITH THE ADVICE AND CONSENT OF THE MEMBERS OF THE GOVERNING BODY:
  - 1. PLANNING & ZONING COMMISSIONERS FOR 2019/2020:
    - a) JEFF PHILLIPS
    - b) TOM RICCOBENE
    - c) LYNN EBY
    - d) SANDRA PACHECO
    - e) DREW SEAVEY
    - f) AL PARK
    - g) DAN GAY

**10. ANNOUNCEMENTS**

**11. ADJOURNMENT**

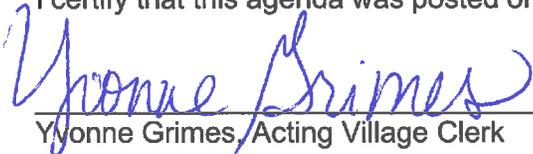
A COPY OF THE AGENDA MAY BE OBTAINED AT THE VILLAGE OFFICE, 6718 RIO GRANDE BLVD NW, DURING REGULAR BUSINESS HOURS OF 8:00 A.M. TO 5:00 P.M. OR ON THE WEBSITE: [www.losranchosnm.gov](http://www.losranchosnm.gov)

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend and/or participate in the hearing or meeting, please contact the Village Clerk at 505-344-6582 at least one week prior to the meeting or as soon as possible. Portable microphones are available at all meetings upon request.

**THE NEXT BOARD MEETING WILL BE HELD ON MARCH 20, 2019**

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 2019-1-1.

I certify that this agenda was posted on:

  
Yvonne Grimes, Acting Village Clerk

### **3. Presentations & Proclamations**

#### **A. PRESENTATION OF THE FINACIAL AUDIT BY THE JARAMILLO GROUP**

### **3. Presentations & Proclamations**

- B. COMMENDATION FOR OUTGOING PLANNING &  
ZONING COMMISSIONER  
JOE BRAWLEY

**4. CONSENT AGENDA**

- A. MINUTES – JANUARY 9, 2019 – REGULAR MEETING.

**MINUTES**  
**VILLAGE OF LOS RANCHOS DE ALBUQUERQUE**  
**6718 RIO GRANDE BOULEVARD NW**  
**BOARD OF TRUSTEES REGULAR MEETING**  
**January 9, 2019 - 7:00 P.M.**

**Present:**

Donald T. Lopez, Mayor	Vacant, Administrator
Mary Homan, Mayor Pro Tem/Trustee*	Stephanie Dominguez, Clerk
Pablo Rael, Trustee	Nancy Haines, Treasurer
Allen Lewis, Trustee	Bill Chappell, Attorney
	Tim McDonough, Planning & Zoning Director

\*Telephonic Participation

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**1. CALL TO ORDER****A. APPROVAL OF AGENDA**

**Mayor Lopez** called the meeting to order at 7:00 p.m., Trustee Homan may join the meeting by telephone.

**MOTION:** Trustee Rael moved approval of the agenda. Trustee Lewis seconded the motion.

**VOTE:** The motion carried, 2-0.

**Mayor Lopez** said with regard to agenda items 8.A and 8.B., there was an issue with the legal advertisement and a special meeting will be held on Wednesday, January 23, 2019. If you would like to speak about those agenda items, please do so under public comment.

**2. PUBLIC COMMENT PERIOD [3 MINUTE TIME LIMIT] - (PLEASE SIGN IN WITH THE CLERK IF YOU WISH TO SPEAK UNDER PUBLIC COMMENT ON AN ITEM THAT IS NOT ALREADY ON THIS AGENDA)**

1. **Diana Clark**, 601 El Paraiso Rd NW, said what I want to speak about is not on the agenda. We were at the meeting last night regarding the request for a home occupancy license at 433 El Paraiso. It was approved by the Planning and Zoning Commission and we thought you would also have to approve it.

**Planner McDonough** said home occupation licenses are heard by the Commission and that action is final unless the decision is appealed.

44 **Diana Clark** asked how to appeal the decision.

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46 **Planner McDonough** said a letter is filed with the Clerk and there is a \$150.00 fee.

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48 **Diana Clark** asked if the applicant of the home occupancy license was the owner, and I do  
49 not believe she is the owner of the property. At least the tax roll says she is not. I wrote the  
50 Mayor a letter about traffic on El Paraiso and Mullen.

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52 2. **Marcia Smiles**, 623 El Paraiso Rd, said this is in refence to the home occupancy  
53 license. When the Dr. Hedge's office, the Fruit Basket, and other commercial development  
54 was built at 4<sup>th</sup> and El Paraiso it was in the contingency that there would not be more traffic  
55 on El Paraiso. The Fruit Basket and Dr. Hedges do not have an egress or entrance onto  
56 Mullen or El Paraiso. The other businesses have a no-right turn sign and you have to turn  
57 left. This home occupancy license creates more traffic after the contingency against  
58 additional traffic. When I looked at the tax rolls Lisa Knighton is not listed as the owner of  
59 the property.

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61 **Mayor Lopez** asked that she meet with Fred Radosevich to discuss her traffic concerns.

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63 3. **Camille Varoz**, 427 El Paraiso, said I wanted to thank the administration, Mayor, and  
64 Trustees for the hospitality time before the holidays. People that came today, we did not  
65 look at the agenda, we thought the Trustees had to vote on the home occupancy license.  
66 There were objections and petitions. That is disconcerting because I feel when there is a  
67 petition with so many signatures, and even though there are guidelines, when there are  
68 existing concerns and we were disregarded. I have been coming to these meetings whether  
69 it is Planning and Zoning or Trustees Meetings. There are already decisions made. What is  
70 a public opinion and/or documentation of concerns that are factual, not personal. Where is  
71 the sense of neighborhood. How many, if there are 150 home permits, are we going to  
72 approve just because the applicant meets the criteria. That means our neighborhoods will  
73 be impacted. We pay taxes and elect officials to act on our behalf for our benefit and  
74 quality of life in our rural Village. It seems to be turning into something else, commercial.

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76 4. **Bernice Ledden**, 427 Mullen Rd, said regarding 435 El Paraiso I will be part of the  
77 appeal.

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79 5. **Celia Rodgers**, 427 El Paraiso, said I will be a part of the appeal. I just accepted a role  
80 with Deb Haaland's office, the first Native American Women elected to Congress. I have  
81 deep roots here in the Village of Los Ranchos. I support urban values, but feel this  
82 neighborhood is changing its vision. I do not feel our voices are being heard. I hope you  
83 will thoroughly review the appeal and consider the peace of mind and family values that  
84 will be emphasized in the appeal.

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### 86 3. **PRESENTATIONS**

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88 NONE.

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#### 4. **CONSENT AGENDA**

There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. MINUTES – DECEMBER 12, 2018 – REGULAR MEETING.

**MOTION:** **Trustee Rael** moved approval of the consent agenda with the following correction, line 102 change “used” to “use”. **Trustee Lewis** seconded the motion.

**VOTE:** The motion carried, 2-0.

#### 5. **REPORTS**

##### A. **MAYOR'S REPORT**

**Mayor Lopez** reported on the following:

- Special Meeting on Wednesday, January 23, 2019. The agenda has been posted.
- The Village Clerk, Stephanie Dominguez will be leaving.
- I will be meeting with NMSU to discuss agriculture in the Village.

##### C. **PLANNER'S REPORT**

**Planner McDonough** reported on the following:

- Master Plan meetings continue, the next public meeting will be held on January 15, 2019 to discuss residential development.
- Business registration renewals continue.

##### D. **LEGAL REPORT**

**Attorney Chappell** reported on the following:

- Second Street Holdings depositions are complete, the Village is not a party.
- Working on the MOU/Lease with Explora to run Village Farm Camps.

##### E. **PUBLIC SAFETY REPORT**

**Fred Radosevich, Public Safety Liaison**, reported on the following:

- Continue meeting with Captain Sharp, BCSO North Valley Commander.
- Attended Stop and Shop to monitor pedestrian crossings.
- Month of November: BCSO responded to 518 calls for service; 91 traffic stops (62 - 4<sup>th</sup> Street; 6 - Rio Grande; 23 - Other; 9 - Construction Area; 19 – 4<sup>th</sup>/Ortega); 111 welfare checks; 27 alarm calls; 34 disturbances; 6 burglaries; 2 auto thefts; 3 robberies.

##### F. **FOURTH STREET PROJECT UPDATE**

**Project Manager Maria Rinaldi** reported on the following:

- East side construction will be complete, with the exception of the northbound traffic lane, by the end of next week.
- Completing a design change to improve the life of the pavement.

- Currently under a constructability review for the west side of the street. Taking additional time to improve on the construction progression.
- Construction contract will be amended once the constructability review is complete. The original contract amount was \$6,300,000.00 current contract amount is \$6,587,209.00 which includes change orders (#1 and #2). Change order #3 recently executed in the amount of \$15, 271.00.

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143 **6. FINANCIAL BUSINESS**

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145 A. CASH REPORTS – NOVEMBER 2018

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147 **Treasurer Haines** said the ending cash balance as of December 31, 2018 is \$6,263,732.92  
148 which is an increase of \$27,225.53 for this month. Payments to Bradburry Stamm totaled  
149 \$238,788.21.

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151 **MOTION: Trustee Rael** moved approval of the cash report. **Trustee Lewis** seconded  
152 the motion.

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154 **VOTE:** The motion carried, 2-0.

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157 **7. PUBLIC HEARINGS AND APPLICATIONS**

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159 NONE.

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161 **8. OLD BUSINESS**

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163 A. DISCUSSION AND APPROVAL TO ADOPT AN AMENDMENT TO THE 2013  
164 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE  
165 ALBUQUERQUE CHAPTER 2, ADMINISTRATION OF OFFICERS, ARTICLE 1  
166 VILLAGE OFFICERS : AN AMENDMENT ADDING SECTION 8, ELECTION OF  
167 MAYOR AND TRUSTEES, § 2.1.8, - AN AMENDMENT OPTING IN, PURSUANT  
168 TO SUBSECTION B OF SECTION 1-22-3.1 NMSA 1978, TO ELECT THE MAYOR  
169 AND TRUSTEES AT THE REGULAR LOCAL ELECTION HELD ON THE FIRST  
170 TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EACH ODD-  
171 NUMBERED YEAR, SHORTENING CURRENT ELECTED OR APPOINTED  
172 OFFICIAL'S TERMS (ORDINANCE # 266).

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174 *\*Deferred to Special Meeting on January 23, 2019.*

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176 B. DISCUSSION AND APPROVAL TO ADOPT AN AMENDMENT TO THE 2013  
177 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE  
178 ALBUQUERQUE CHAPTER 11 MUNICIPAL COURT, ARTICLE 1, MUNICIPAL  
179 COURT, SECTION 4, ELECTION OF JUDGE, § 11.1.4, AND SECTION 5,  
180 VACANCIES, § 11.1.5 - AN AMENDMENT OPTING IN, PURSUANT TO  
181 SUBSECTION B OF SECTION 1-22-3.1 NMSA 1978, TO ELECT THE MUNICIPAL

182 JUDGE AT THE REGULAR LOCAL ELECTION HELD ON THE FIRST TUESDAY  
 183 AFTER THE FIRST MONDAY IN NOVEMBER OF EACH ODD-NUMBERED YEAR,  
 184 SHORTENING THE CURRENT ELECTED OR APPOINTED MUNICIPAL JUDGE'S  
 185 TERM (ORDINANCE # 267).  
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187 *\*Deferred to Special Meeting on January 23, 2019.*  
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189 **Trustee Rael** provided the following correction under 11.1.5 Vacancies, remove extra  
 190 "regular".  
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192 **9. NEW BUSINESS**

193 A. DISCUSSION AND APPROVAL OF RESOLUTION 2019-1-1 A  
 194 RESOLUTION CONCERNING GOVERNING BODY MEETINGS AND PUBLIC  
 195 NOTICE REQUIREMENTS AS REQUIRED BY THE NEW MEXICO OPEN  
 196 MEETINGS ACT.

197 **Trustee Rael** provided the following correction, remove repeated "held for the purpose".

198 **MOTION: Trustee Rael** moved to approve Resolution 2019-1-1. **Trustee Lewis**  
 199 seconded the motion.

200 **Attorney Chappell** said this resolution will need a majority vote of all members, this  
 201 resolution will need to be deferred to the February meeting.

202 **Trustee Rael** and **Trustee Lewis** rescinded their motions to approve Resolution 2019-  
 203 1-1.

204 **MOTION: Trustee Lewis** moved to defer Resolution 2019-1-1 to the February 2019  
 205 Board of Trustees Meeting. **Trustee Rael** seconded the motion.  
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207 **VOTE:** The motion carried, 2-0.  
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209 *Proceeding Trustee Homan joining the meeting*  
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211 **Mayor Lopez** asked if Agenda Item 9.A. can be reinstated.  
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213 **Attorney Chappell** said I believe you can vote to reinstate Agenda Item 9.A.  
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215 **MOTION: Trustee Rael** moved to rescind the deferral of Resolution 2019-1-1. **Trustee**  
 216 **Lewis** seconded the motion.  
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218 **VOTE:** The motion carried, 3-0.  
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220 **MOTION: Trustee Rael** moved to approve Resolution 2019-1-1. **Trustee Lewis**  
 221 seconded the motion.

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**ROLL CALL VOTE: Trustee Rael-aye, Trustee Homan-aye, Trustee Lewis-aye.**

**VOTE:** The motion carried, 3-0.

B. DISCUSSION AND APPROVAL OF A LEASE EXTENSION BETWEEN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AND MACCABEE GUNS, LLC D/BA/ LOS RANCHOS GUN SHOP, PROPERTY LOCATED AT 6540-6542 FOURTH STREET.

**Attorney Chappell** said this is one of the businesses on Fourth Street that was acquired by the Village. The other businesses are on a month to month lease. The lease was extended last year, and the owner has requested a one year extension.

**Robert Maw**, President of Republic Forage manufacturer and federal firearm licensee, said one of the reasons for a one year lease is that it can take three to six months to move a federal firearm license from an address.

*Trustee Homan joined the meeting by telephone at 7:44p.m.*

**MOTION: Trustee Rael** moved approval of the lease extension. **Trustee Homan** seconded the motion.

**VOTE:** The motion carried, 3-0.

**10. ANNOUNCEMENTS**

No action was taken.

**11. ADJOURNMENT**

The meeting was adjourned at 7:55p.m.

**APPROVED** by the Board of Trustees of the Village of Los Ranchos de Albuquerque this **13<sup>th</sup>** day of **February 2019**.

ATTEST:

\_\_\_\_\_  
, Village Clerk

**4. CONSENT AGENDA**

**B. MINUTES – JANUARY 23, 2019 – SPECIAL  
MEETING.**

**MINUTES**  
**VILLAGE OF LOS RANCHOS DE ALBUQUERQUE**  
**6718 RIO GRANDE BOULEVARD NW**  
**BOARD OF TRUSTEES SPECIAL MEETING**  
**JANUARY 23, 2019-7:00 P.M.**

**Present:**

Donald T. Lopez, Mayor  
Mary Homan, Mayor Pro Tem/Trustee  
Pablo Rael, Trustee  
Allen Lewis, Trustee

Vacant, Administrator  
Vacant, Clerk  
Nancy Haines, Treasurer \*  
Bill Chappell, Attorney  
Tim McDonough, Planning & Zoning Director

*\*Not required to be present*

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**1. CALL TO ORDER**

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

**A. APPROVAL OF AGENDA**

**MOTION:** Trustee Rael moved to approve the agenda.

**SECOND:** Trustee Homan seconded the motion.

**VOTE:** The motion carried unanimously, 3-0.

**2. PUBLIC COMMENT PERIOD [3 MINUTE TIME LIMIT] - (PLEASE SIGN IN WITH THE CLERK IF YOU WISH TO SPEAK UNDER PUBLIC COMMENT ON AN ITEM THAT IS NOT ALREADY ON THIS AGENDA)**

Joe Craig of 505 Calle del Pajarito: Will be taking a tour of Los Ranchos foundry on February 12<sup>th</sup> with Facility Managers Group to do bronze art. He suggests that the Village of Los Ranchos have a discussion and come up with solutions to help support the group and most importantly the businesses operating within the Village.

Maria Rinaldi, Village Project Manager status report of 4<sup>th</sup> Street Revitalization:

Items anticipated completion by mid-February:

- Light poles installations included services to main street on that side pending PNM meter
- Landscape installation pending seasonally unavailable plantings

- Street furniture that will be only item lacking for that side of the street will be installed during the westside construction along with the furniture order for the westside for the best costing of materials

**Activities Related to Paving:** Full paving reclamation occurring from Schulte north, which is 50% of the project. Tomorrow concrete treatment to areas that have been reclaimed. And a walkthrough of the remaining 50% of the project to make determinations by visual inspections and boring, which sections can be reclaimed, cemented treated and paved.

**Trustee Homan** questions if report regarding the eastside of 4<sup>th</sup> Street project. Maria confirms.

**Trustee Lewis** request clarification regarding reclamation machine's inability to go beyond a depth of 10 inches. Maria responds and requests clarification and verification from Mayor Lopez.

**Mayor Lopez** provides clarification and verification: want a higher structural number than six-inch base course; the material underneath it is called sub grade or sub base. That material has a compaction of say 90% but then the base course above it needs to be equal to 100%, which means it has to have a higher structural number. And then the asphalt has the highest structural number and then a pavement design to determine how many vehicles can pass over it in a life time or twenty years without causing any failures. Regarding reflective mentioned by Maria: If do not put cement treated base course with higher structural number there will be reflective base cracking such as having uneven soil underneath will reflect back through the asphalt causing cracking.

**Pending Project Change Orders:** Still in negotiations with contractor in particular regarding requested contract extensions and number of delay days, which are being reviewed with a "fine tooth comb." Hope to build a report regarding the final contract extension date; related to not just the delay days for the eastside but also delay days associated with design changes on the westside and additional surveying. The contractor is currently asking for an additional 186 days. There are ongoing meetings, discussions, and negotiations with Bradbury & Stamm regarding the extension request.

**Trustee Lewis** questions for clarification as to the extension request.

**Mayor Lopez** provides clarification and context.

**Trustee Rael** questions whether delays attributable to the Village.

**Mayor Lopez** provided clarification and context.

**Mayor Lopez** opens for public comments or questions for the Board of Trustees.

Joe Craig discusses curb cuts in front of 4th Street businesses and difficulty of vehicles ability to enter or exit the business lot. Maria stated the contractors are once done are going back and remedying the issues, but she will ensure it is addressed.

### 3. OLD BUSINESS

**A. DISCUSSION AND APPROVAL TO ADOPT AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 2, ADMINISTRATION OF OFFICERS, ARTICLE 1 VILLAGE OFFICERS : AN AMENDMENT ADDING SECTION 8, ELECTION OF MAYOR AND TRUSTEES, § 2.1.8, - AN AMENDMENT OPTING IN, PURSUANT TO SUBSECTION B OF SECTION 1-22-3.1 NMSA 1978, TO ELECT THE MAYOR AND TRUSTEES AT THE REGULAR LOCAL ELECTION HELD ON THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EACH ODD-NUMBERED YEAR, SHORTENING CURRENT ELECTED OR APPOINTED OFFICIAL’S TERMS (ORDINANCE # 266).**

Mayor Lopez asked trustees if they had any comments.

Trustee Homan requests clarification and verification from Attorney Chappell regarding “opting-in.”

Attorney Chappell provides clarification and verification about “opting-in.”

Mayor Lopez asked for a motion from trustees.

<b><u>APPROVAL:</u></b>	Motion to approve adopt Ordinance #266
<b><u>MOVED:</u></b>	Trustee Rael
<b><u>SECONDED:</u></b>	Trustee Lewis
<b><u>ROLL CALL VOTE:</u></b>	Trustee Rael-Yes; Trustee Homan-Yes with reservation; Trustee Lewis-Yes. Motion passed on a vote of <b>3 FOR and 0 AGAINST.</b>

**B. DISCUSSION AND APPROVAL TO ADOPT AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 11 MUNICIPAL COURT, ARTICLE 1, MUNICIPAL COURT, SECTION 4, ELECTION OF JUDGE, § 11.1.4, AND SECTION 5, VACANCIES, § 11.1.5 - AN AMENDMENT OPTING IN, PURSUANT TO SUBSECTION B OF SECTION 1-22-3.1 NMSA 1978, TO ELECT THE MUNICIPAL JUDGE AT THE REGULAR LOCAL ELECTION HELD ON THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EACH ODD-NUMBERED YEAR, SHORTENING THE CURRENT ELECTED OR APPOINTED MUNICIPAL JUDGE’S TERM (ORDINANCE # 267).**

Mayor Lopez asked trustees if they had any comments.

**Trustee Homan** requests clarification and verification from Attorney Chappell regarding election cycle and effect on judge’s term.

**Attorney Chappell** provides clarification and verification that election cycle does not affect a judicial term; similar to how the trustees are elected and term periods.

**Mayor Lopez** asked for a motion from trustees.

<b><u>APPROVAL:</u></b>	Motion to approve adopt Ordinance #267
<b><u>MOVED:</u></b>	<b>Trustee Rael</b>
<b><u>SECONDED:</u></b>	<b>Trustee Lewis</b>
<b><u>ROLL CALL VOTE:</u></b>	<b>Trustee Rael-Yes; Trustee Homan-Yes with reservation; Trustee Lewis-Yes. Motion passed on a vote of 3 FOR and 0 AGAINST.</b>

**Mayor Lopez** asked trustees for a motion to approve appointment of Planning & Zoning Director, Tim McDonough as Acting Village Clerk for the evening.

**Mayor Lopez** asked trustees if they had any comments.

**Trustee Homan** requests clarification and verification from Attorney Chappell regarding public notice because not on agenda.

**Attorney Chappell** provides clarification and verification.

**Mayor Lopez** asked for a motion from trustees.

<b><u>APPROVAL:</u></b>	Motion to appoint Tim McDonough Acting Village Clerk
<b><u>MOVED:</u></b>	<b>Trustee Rael</b>
<b><u>SECONDED:</u></b>	<b>Trustee Lewis</b>
<b><u>CARRIED:</u></b>	<b>Motion Passed 3 FOR (Trustee Rael-Yes; Trustee Homan-Yes; Trustee Lewis-Yes) and 0 AGAINST.</b>

**4. NEW BUSINESS**

**DISCUSSION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF LOS RANCHOS AND EXPLORA SCIENCE CENTER AND CHILDREN’S MUSEUM OF ALBUQUERQUE TO ESTABLISH A PARTNERSHIP FOR FARM CAMP.**

**Mayor Lopez** requests for Village employee, Agricultural Programs Manager, Fergus Whitney and Explora representative Tara Henderson, Director of School and Community Programs to provide discussion and context about the partnership.

**Mayor Lopez** asked trustees if they had any comments.

**Trustee Homan** discusses her appreciation and excitement with the partnership.

**Trustee Lewis** requests clarification about the lease. Tara provides context and potential curriculum of the farm camp.

**Trustee Rael** request clarification about the duration of the lease. Tara and Fergus provided clarification and stated the reason for the duration of the lease because it is a pilot program.

**Trustee Homan** requests clarification about who will be responsible for liability insurance, etc.

**Attorney Chappell** provides clarification.

**Mayor Lopez** asked for a motion from trustees.

**APPROVAL:** Motion to approve memorandum of understanding between the Village of Los Ranchos and Explora Science Center.  
**MOVED:** **Trustee Homan**  
**SECONDED:** **Trustee Lewis**  
**CARRIED:** **Motion Passed 3 FOR (Trustee Rael-Yes; Trustee Homan-Yes; Trustee Lewis-Yes) and 0 AGAINST.**

## 5. **ANNOUNCEMENTS**

**Mayor Lopez** presents announcement of potential partnership with New Mexico State University. Mayor Lopez states he met with NMSU Chancellor Dan Arvizu, Dean of the School of Agriculture Rolando Flores, and Vice President of the College of Engineering Dr. Patricia Sullivan regarding creating a partnership to provide collegiate type education at the Village Agri-Nature Center.

**Trustee Homan** requests clarification on how the program will be published.

**Mayor Lopez** states it is published on the Village website.

**Mayor Lopez** requests any further comments from trustees:

**Trustee Homan** discusses the 4th Street revitalizations delays impacting 4th street businesses and suggestion how BOT to provide support.

**Trustee Lewis** would like to address Agri-Nature Center and who will be servicing all these queued-up programs. Mayor provides context and progress by the administration.

**Trustee Lewis** requests consideration of releasing Green Valley property holding to provide for Agri-Nature Center.

**Trustee Rael** requests clarification and status of the removal of mobile home on Edgewood.  
**Attorney Chappell** provides clarification and context.

6. **ADJOURNMENT**

The special meeting was adjourned at 7:48 p.m.

**APPROVED** by the Board of Trustees of the Village of Los Ranchos de Albuquerque this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Yvonne Grimes, Acting Village Clerk

DRAFT

## 5. REPORTS

## **6. FINANCIAL BUSINESS**

### **A. DISCUSSION AND APPROVAL OF CASH REPORT – DECEMBER 2018.**

## Village of Los Ranchos de Albuquerque Cash Report Summary

Cash Report for the month of January 31, 2019.

Ending cash balance at January 31, 2019 is \$6,282,276.92, which is an increase of \$18,544.00 for this month.

YTD deficiency of revenues over expenditures is \$900,132.21

### Unusual or Significant Items

General Fund – General Revenue -- Building Permit fees – page 1, \$5,208.57 was received in building permit fees.

General Fund – General Administration – page 6, Healthcare expenses show a credit due to credits from employees leaving and credits being received.

General Fund – General Administration – Maintenance Building & Structure – page 6, \$1207.43 spent on fixing north door of Village Hall (\$700) and other small purchases.

General Fund – General Administration – Professional Services - Computer Support – page 6, \$7,176.60 was paid to our IT contract for work done from July 2018 through middle of January 2019.

Capital Project Infrastructure – Improvements 4<sup>th</sup> Street –State Grants received \$113,692.50 due to request for payment that were held up from June – December 2018, due to a system upgrade at DOT which had our address incorrect.

(REMOVE WHEN UPDATING: IF unusual/significant items exist, state the page and what it is).

**Village of Los Ranchos de Albuquerque**  
**Cash Balance Summary by Fund**  
**for the Fiscal Year Ending June 30, 2018**  
**as of January 31, 2019**

	<i>Beginning Cash Balance</i>	<i>Excess/(Deficiency)</i>	<i>Ending Cash Balance</i>
101 General Fund	\$ 5,771,148.47	\$ (818,870.10)	\$ 4,952,278.37
201 Correction	\$ 760.00	\$ 140.00	\$ 900.00
209 Fire Protection Fund	\$ -	\$ 23,280.40	\$ 23,280.40
211 Law Enforcement Protection Fund	\$ 20,000.00	\$ (45,822.00)	\$ (25,822.00)
216 Municipal Street Fund	\$ 230,276.60	\$ (134,104.13)	\$ 96,172.47
299 Special - Other Funds	\$ 25,114.66	\$ (9,868.63)	\$ 15,246.03
311 Capital Project Infrastructure	\$ (348,568.06)	\$ 227,969.37	\$ (120,598.69)
312 Capital Project Buildings	\$ (11,884.13)	\$ 9,397.61	\$ (2,486.52)
380 Purchase Real Property Reserve F	\$ 460,452.19	\$ (1,213.94)	\$ 459,238.25
399 Capital Project - Other	\$ 31,111.81	\$ -	\$ 31,111.81
401 General Obligation Bonds	\$ -	\$ (146,005.51)	\$ (146,005.51)
410 General Obligation Bonds Reserve	\$ 943,051.45	\$ -	\$ 943,051.45
505 Agri-Nature Center Farm Camps	\$ 60,946.14	\$ (5,035.28)	\$ 55,910.86
	<b>\$ 7,182,409.13</b>	<b>\$ (900,132.21)</b>	<b>\$ 6,282,276.92</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>101 - General Fund</b>									
<b>0099 - General Fund Revenue</b>									
Revenues									
Franchise taxes	31100	38,673.74	39,413.02	739	336,095.57	336,095.57	228,697.08	(107,398)	68.05%
Munic gross receipts taxes	31250	103,373.34	100,229.42	(3,144)	1,249,780.71	1,249,780.71	733,839.21	(515,942)	58.72%
State share gross receipts taxes	32410	129,921.86	125,945.56	(3,976)	1,569,938.97	1,569,938.97	920,043.93	(649,895)	58.60%
Animal permit fees	33100	75.00	0.00	(75)	900.00	900.00	360.00	(540)	40.00%
Building permit fees	33300	1,400.00	5,208.57	3,809	45,600.00	45,600.00	26,913.62	(18,686)	59.02%
Excavation/barricade permits	33350	450.00	491.65	42	5,400.00	5,400.00	2,207.25	(3,193)	40.88%
Business registration fees	33400	3,395.00	2,345.00	(1,050)	12,600.00	12,600.00	11,673.69	(926)	92.65%
Parcel permit fees	33450	350.00	315.00	(35)	4,200.00	4,200.00	2,625.41	(1,575)	62.51%
Liquor license fees	33500	0.00	0.00	0	4,750.00	4,750.00	1,250.00	(3,500)	26.32%
Home occupation fees	33910	1,150.00	1,352.00	202	6,800.00	6,800.00	5,652.00	(1,148)	83.12%
Application fees	34010	50.00	225.00	175	1,600.00	1,600.00	421.25	(1,179)	26.33%
Los Ranchos merchandise	34880	0.00	0.00	0	100.00	100.00	293.50	194	293.50%
LR Newsletter advertising revenue	34990	1,200.00	702.00	(498)	14,400.00	14,400.00	13,207.50	(1,193)	91.72%
Miscellaneous revenue	34991	25.00	191.25	166	300.00	300.00	7,163.61	6,864	2387.87%
Judicial education fee	35008	0.00	0.00	0	48.00	48.00	21.00	(27)	43.75%
Court automation fee	35015	0.00	0.00	0	96.00	96.00	42.00	(54)	43.75%
Municipal court fines	35020	0.00	54.00	54	400.00	400.00	504.00	104	126.00%
Investment income	36030	1,500.00	848.99	(651)	20,500.00	20,500.00	68,333.26	47,833	333.33%
Rent income storage units	36070	15,600.00	15,098.00	(502)	187,200.00	187,200.00	112,101.00	(75,099)	59.88%
Land rent	36075	9,160.16	9,160.16	0	109,589.88	109,589.88	63,789.08	(45,801)	58.21%
Trailer park rent	36077	3,900.00	5,225.00	1,325	46,800.00	46,800.00	32,115.00	(14,685)	68.62%
Property rental income	36079	3,100.00	2,600.00	(500)	37,200.00	37,200.00	18,200.00	(19,000)	48.92%
Sale of recycling materials	36090	0.00	0.00	0	0.00	0.00	128.52	129	0.00%
Small cities assistance grant	37180	0.00	0.00	0	160,000.00	160,000.00	0.00	(160,000)	0.00%
		<b>313,324.10</b>	<b>309,404.62</b>	<b>(3,919)</b>	<b>3,814,299.13</b>	<b>3,814,299.13</b>	<b>2,249,581.91</b>	<b>(1,564,717)</b>	<b>58.98%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>101 - General Fund</b>									
<b>0100 - Executive Legislative</b>									
Department Expenditures									
Wages-Elected Official	41010	923.08	923.08	0	14,400.04	14,400.04	7,673.10	6,727	53.29%
Wages-Full Time	41020	8,000.00	0.00	8,000	104,000.00	104,000.00	56,282.15	47,718	54.12%
FICA Regular	42010	535.74	56.69	479	7,113.44	7,113.44	3,867.96	3,245	54.38%
FICA Medicare	42020	125.30	13.26	112	1,663.68	1,663.68	904.65	759	54.38%
Retirement Contributions	42030	1,403.00	0.00	1,403	18,239.00	18,239.00	8,768.80	9,470	48.08%
Health Care	42050	588.51	0.00	589	7,062.12	7,062.12	2,347.50	4,715	33.24%
Mileage Reimbursement	43010	0.00	254.66	(255)	3,877.50	3,877.50	1,927.09	1,950	49.70%
Employee Training	47040	125.00	90.00	35	2,725.00	2,725.00	1,008.37	1,717	37.00%
Subscriptions & Memberships	47140	0.00	305.50	(306)	11,841.00	11,841.00	12,145.50	(305)	102.57%
<b>Total Department Expenditures</b>		<b>11,700.63</b>	<b>1,643.19</b>	<b>10,057</b>	<b>170,921.78</b>	<b>170,921.78</b>	<b>94,925.12</b>	<b>75,997</b>	<b>55.54%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>101 - General Fund</b>									
<b>0200 - Judicial</b>									
Department Expenditures									
Wages-Elected Official	41010	0.00	0.00	0	1,200.00	1,200.00	800.00	400	66.67%
Wages-Part Time	41030	448.00	284.00	164	5,775.00	5,775.00	3,255.00	2,520	56.36%
FICA Regular	42010	27.78	17.61	10	432.48	432.48	251.41	181	58.13%
FICA Medicare	42020	6.50	4.11	2	101.17	101.17	58.79	42	58.11%
Mileage Reimbursement	43010	0.00	0.00	0	190.00	190.00	218.28	(28)	114.88%
Prof. Service - Computer Support	45150	0.00	0.00	0	407.20	407.20	0.00	407	0.00%
Judicial Education Fee	45895	0.00	12.00	(12)	48.00	48.00	24.00	24	50.00%
Court Automation Fee	45900	0.00	24.00	(24)	96.00	96.00	48.00	48	50.00%
Employee Training	47040	0.00	0.00	0	1,550.00	1,550.00	280.00	1,270	18.06%
Subscriptions & Memberships	47140	0.00	0.00	0	210.00	210.00	210.00	0	100.00%
<b>Total Department Expenditures</b>		<b>482.28</b>	<b>341.72</b>	<b>141</b>	<b>10,009.85</b>	<b>10,009.85</b>	<b>5,145.48</b>	<b>4,864</b>	<b>51.40%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
 From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>101 - General Fund</b>									
<b>1011 - Elections</b>									
Department Expenditures									
Professional Services - Election Judges	45120	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Supplies	46010	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Rent of Equipment & Machinery	47120	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
<b>Total Department Expenditures</b>		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>101 - General Fund</b>									
<b>1200 - Financial Administration</b>									
Department Expenditures									
Wages-Full Time	41020	7,520.00	11,157.10	(3,637)	78,680.00	78,680.00	49,241.10	29,439	62.58%
Wages-Part Time	41030	369.24	369.24	0	4,800.12	4,800.12	2,769.30	2,031	57.69%
FICA Regular	42010	461.21	695.44	(234)	4,813.72	4,813.72	3,071.18	1,743	63.80%
FICA Medicare	42020	107.86	162.64	(55)	1,125.78	1,125.78	718.33	407	63.81%
Retirement Contributions	42030	1,318.82	1,502.62	(184)	13,798.51	13,798.51	8,181.61	5,617	59.29%
Health Care	42050	1,036.43	0.46	1,036	12,594.46	12,594.46	6,423.08	6,171	51.00%
Audit Fees	45010	0.00	4,180.16	(4,180)	13,437.51	13,437.51	13,484.38	(47)	100.35%
Prof. Service - Computer Support	45150	1,225.00	0.00	1,225	1,225.00	1,225.00	0.00	1,225	0.00%
Contract Svc-Bank Charges	45901	1,210.00	1,029.69	180	14,220.00	14,220.00	8,014.88	6,205	56.36%
Supplies	46010	80.00	0.00	80	200.00	200.00	140.04	60	70.02%
Subscriptions & Memberships	47140	0.00	0.00	0	50.00	50.00	50.00	0	100.00%
<b>Total Department Expenditures</b>		<b>13,328.56</b>	<b>19,097.35</b>	<b>(5,769)</b>	<b>144,945.10</b>	<b>144,945.10</b>	<b>92,093.90</b>	<b>52,851</b>	<b>63.54%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>101 - General Fund</b>								
<b>1700 - Planning and Zoning</b>								
Department Expenditures								
Wages-Full Time	41020	13,800.00	14,304.00	(504)	179,100.00	179,100.00	103,704.05	75,396 57.90%
Wages-Part Time	41030	1,800.00	1,597.50	203	22,740.00	22,740.00	11,242.50	11,498 49.44%
FICA Regular	42010	929.14	947.84	(19)	12,019.30	12,019.30	6,841.27	5,178 56.92%
FICA Medicare	42020	217.30	221.68	(4)	2,810.98	2,810.98	1,600.11	1,211 56.92%
Retirement Contributions	42030	2,420.18	2,445.43	(25)	31,409.70	31,409.70	18,123.99	13,286 57.70%
Health Care	42050	1,422.33	2,068.28	(646)	17,067.96	17,067.96	12,024.66	5,043 70.45%
Professional Services - Master Plan	45011	9,540.95	7,362.47	2,178	85,868.50	85,868.50	44,633.28	41,235 51.98%
Prof. Service - Engineers	45030	0.00	0.00	0	2,240.00	2,240.00	805.78	1,434 35.97%
EPA Stormwater Monitoring	45035	0.00	0.00	0	1,000.00	1,000.00	0.00	1,000 0.00%
Storm Water Team Participation	45040	0.00	0.00	0	6,000.00	6,000.00	6,000.00	0 100.00%
Const Regulation Services	45045	0.00	0.00	0	17,500.00	17,500.00	17,500.00	0 100.00%
Fire Inspection Services	45050	190.00	0.00	190	2,280.00	2,280.00	3,610.00	(1,330) 158.33%
Printing,Publishing,& Advert.	47080	50.00	58.25	(8)	600.00	600.00	1,046.23	(446) 174.37%
Subscriptions & Memberships	47140	0.00	0.00	0	60.00	60.00	0.00	60 0.00%
<b>Total Department Expenditures</b>		<b>30,369.90</b>	<b>29,005.45</b>	<b>1,364</b>	<b>380,696.44</b>	<b>380,696.44</b>	<b>227,131.87</b>	<b>153,565 59.66%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>101 - General Fund</b>									
<b>1840 - General Administration</b>									
Department Expenditures									
Wages-Full Time	41020	8,320.00	2,415.94	5,904	109,560.00	109,560.00	64,279.64	45,280	58.67%
FICA Regular	42010	487.91	670.94	(183)	6,429.64	6,429.64	3,848.13	2,582	59.85%
FICA Medicare	42020	114.11	157.54	(43)	1,503.72	1,503.72	900.85	603	59.91%
Retirement Contributions	42030	1,459.12	1,459.07	0	19,214.09	19,214.09	10,780.52	8,434	56.11%
Health Care	42050	1,036.43	2,932.22	(1,896)	13,297.15	13,297.15	5,281.33	8,016	39.72%
Worker's Comp. Assessment	42080	0.00	0.00	0	204.70	204.70	96.60	108	47.19%
Mileage Reimbursement	43010	0.00	0.00	0	800.00	800.00	375.56	424	46.95%
Per Diem (Meals, Lodging, etc)	43020	0.00	13.00	(13)	10,000.00	10,000.00	3,542.86	6,457	35.43%
Maint-Building & Structure	44010	0.00	1,207.43	(1,207)	7,200.00	7,200.00	17,855.40	(10,655)	247.99%
Maint-Vehicle/furn/fixt/equip	44040	0.00	820.99	(821)	1,000.00	1,000.00	2,551.73	(1,552)	255.17%
Professional Services - 3D Modeling	45012	0.00	0.00	0	10,695.81	10,695.81	10,695.81	0	100.00%
Attorney Fees and Settlements	45020	8,200.00	8,842.19	(642)	98,400.00	98,400.00	60,424.69	37,975	61.41%
Professional Service - Engineers	45030	0.00	0.00	0	20,000.00	20,000.00	1,820.93	18,179	9.10%
Professional Service - Computer Support	45150	2,914.74	9,769.69	(6,855)	20,058.96	20,058.96	20,157.83	(99)	100.49%
Professional Service - Appraisals	45155	0.00	0.00	0	8,000.00	8,000.00	250.00	7,750	3.13%
Contract Svc-Physicals	45910	0.00	0.00	0	1,200.00	1,200.00	492.97	707	41.08%
Contract Svc-Temp Labor	45911	5,888.44	4,092.47	1,796	76,549.72	76,549.72	28,676.70	47,873	37.46%
Contract Services A-AAA Self Storage	45915	4,834.69	3,599.16	1,236	58,016.28	58,016.28	32,607.30	25,409	56.20%
Supplies	46010	1,500.00	1,670.97	(171)	23,637.00	23,637.00	12,862.16	10,775	54.42%
Los Ranchos Merchandise	46015	0.00	0.00	0	1,000.00	1,000.00	0.00	1,000	0.00%
Miscellaneous	46090	100.00	1,220.23	(1,120)	1,200.00	1,200.00	4,700.07	(3,500)	391.67%
Employee Training	47040	0.00	295.00	(295)	3,000.00	3,000.00	1,637.00	1,363	54.57%
Insurance-Non employee	47060	0.00	1,050.00	(1,050)	59,203.26	59,203.26	56,791.66	2,412	95.93%
Postage & Mail Service	47070	2,800.00	35.00	2,765	10,325.00	10,325.00	6,717.02	3,608	65.06%
Village promotions	47075	0.00	0.00	0	18,000.00	18,000.00	0.00	18,000	0.00%
Printing, publishing & advertising	47080	744.00	2,835.26	(2,091)	10,678.00	10,678.00	12,237.14	(1,559)	114.60%
Printing, Pub/Advert-LR News	47081	5,048.20	5,710.90	(663)	40,385.60	40,385.60	22,220.09	18,166	55.02%
Rent of Equipment & Machinery	47120	889.26	973.99	(85)	10,671.12	10,671.12	7,056.76	3,614	66.13%
Subscriptions & Memberships	47140	352.00	1,311.66	(960)	2,137.00	2,137.00	2,446.48	(309)	114.48%
Telephone	47150	1,367.10	1,577.36	(210)	16,405.20	16,405.20	10,970.90	5,434	66.87%
Utilities	47160	4,658.93	4,386.74	272	52,074.52	52,074.52	28,906.21	23,168	55.51%
Workers' Compensation Insurance	47210	0.00	0.00	0	15,715.00	15,715.00	13,546.00	2,169	86.20%
<b>Total Department Expenditures</b>		<b>50,714.93</b>	<b>57,047.75</b>	<b>(6,333)</b>	<b>726,561.77</b>	<b>726,561.77</b>	<b>444,730.34</b>	<b>281,831</b>	<b>61.21%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
 From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>101 - General Fund</b>									
<b>1920 - Police</b>									
Department Expenditures									
Contract services - Public safety	45904	1,181.81	805.78	376	14,772.64	14,772.64	6,634.26	8,138	44.91%
Total Department Expenditures		<b>1,181.81</b>	<b>805.78</b>	<b>376</b>	<b>14,772.64</b>	<b>14,772.64</b>	<b>6,634.26</b>	<b>8,138</b>	<b>44.91%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>101 - General Fund</b>								
<b>1960 - Animal Control/Parks/Streets</b>								
Department Expenditures								
Wages-Full Time	41020	14,920.00	16,436.25	(1,516)	192,460.01	192,460.01	103,344.51	89,116 53.70%
Wages-Temporary	41040	2,400.00	1,203.75	1,196	34,720.00	34,720.00	19,415.50	15,305 55.92%
FICA Regular	42010	1,029.67	1,040.35	(11)	13,510.97	13,510.97	7,266.14	6,245 53.78%
FICA Medicare	42020	240.81	243.34	(3)	3,159.83	3,159.83	1,699.56	1,460 53.79%
Retirement Contributions	42030	2,616.60	2,672.74	(56)	33,752.71	33,752.71	17,755.15	15,998 52.60%
Health Care	42050	2,458.76	2,581.01	(122)	29,505.11	29,505.11	13,226.74	16,278 44.83%
Transportation Exp. (Gas, Oil, etc.)	43030	580.00	762.60	(183)	8,560.00	8,560.00	6,533.46	2,027 76.33%
Maint-Building & Structure	44010	450.00	0.00	450	5,400.00	5,400.00	2,650.79	2,749 49.09%
Maintenance - Grounds/Roadways	44030	2,000.00	2,839.17	(839)	24,000.00	24,000.00	34,738.27	(10,738) 144.74%
Maint-Vehicle/fum/fixt/equip	44040	3,000.00	260.06	2,740	36,000.00	36,000.00	7,819.06	28,181 21.72%
Prof. Service - Animal Control	45140	500.00	647.49	(147)	6,000.00	6,000.00	4,055.75	1,944 67.60%
Supplies	46010	2,000.00	4,801.17	(2,801)	24,000.00	24,000.00	25,065.18	(1,065) 104.44%
Agricultural Program Support	46020	4,000.00	0.00	4,000	50,000.00	50,000.00	0.00	50,000 0.00%
Safety Equipment	47050	0.00	0.00	0	400.00	400.00	0.00	400 0.00%
Rent of Equipment & Machinery	47120	150.00	0.00	150	1,800.00	1,800.00	1,497.56	302 83.20%
Utilities	47160	9,347.16	2,728.58	6,619	44,430.60	44,430.60	22,431.01	22,000 50.49%
<b>Total Department Expenditures</b>		<b>45,693.00</b>	<b>36,216.51</b>	<b>9,476</b>	<b>507,699.23</b>	<b>507,699.23</b>	<b>267,498.68</b>	<b>240,201 52.69%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
 From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>101 - General Fund</b>								
<b>2000 - Fire</b>								
Department Expenditures								
IGA for Fire Protection & EMS Services 45928	113,300.00	0.00	113,300	453,200.00	453,200.00	226,600.00	226,600	50.00%
Total Department Expenditures	<b>113,300.00</b>	<b>0.00</b>	<b>113,300</b>	<b>453,200.00</b>	<b>453,200.00</b>	<b>226,600.00</b>	<b>226,600</b>	<b>50.00%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>101 - General Fund</b>								
<b>Summary of General Fund Revenues and Expenses</b>								
Beginning cash and cash equivalents	<b>3,765,891.42</b>	<b>5,156,555.80</b>	<b>1,390,664</b>	<b>5,771,148.47</b>	<b>5,771,148.47</b>	<b>5,771,148.47</b>	<b>0</b>	
Revenues								
General Fund Revenues	<b>313,324.10</b>	<b>309,404.62</b>	<b>(3,919)</b>	<b>3,814,299.13</b>	<b>3,814,299.13</b>	<b>2,249,581.91</b>	<b>(1,564,717)</b>	<b>58.98%</b>
Expenditures								
Executive Legislative	11,700.63	1,643.19	10,057	170,921.78	170,921.78	94,925.12	75,997	55.54%
Judicial	482.28	341.72	141	10,009.85	10,009.85	5,145.48	4,864	51.40%
Elections	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Financial Administration	13,328.56	19,097.35	(5,769)	144,945.10	144,945.10	92,093.90	52,851	63.54%
Planning and Zoning	30,369.90	29,005.45	1,364	380,696.44	380,696.44	227,131.87	153,565	59.66%
General Administration	50,714.93	57,047.75	(6,333)	726,561.77	726,561.77	444,730.34	281,831	61.21%
Police	1,181.81	805.78	376	14,772.64	14,772.64	6,634.26	8,138	44.91%
Animal Control/Parks/Streets	45,693.00	36,216.51	9,476	507,699.23	507,699.23	267,498.68	240,201	52.69%
Fire	113,300.00	0.00	113,300	453,200.00	453,200.00	226,600.00	226,600	50.00%
Total Fund Expenditures	<b>266,771.11</b>	<b>144,157.75</b>	<b>122,613</b>	<b>2,408,806.81</b>	<b>2,408,806.81</b>	<b>1,364,759.65</b>	<b>1,044,047</b>	<b>56.66%</b>
Excess/(deficiency) of revenues over expenditures	<b>46,552.99</b>	<b>165,246.87</b>	<b>118,694</b>	<b>1,405,492.32</b>	<b>1,405,492.32</b>	<b>884,822.26</b>	<b>(520,670)</b>	<b>62.95%</b>
Capital Expenditures								
Capital Buildings & Structures 48010	5,000.00	0.00	5,000	25,000.00	25,000.00	0.00	25,000	0.00%
Capital Roadways, Bridges, & Culverts 48080	603,709.63	369,524.30	234,185	4,887,975.23	4,887,975.23	1,703,692.36	3,184,283	34.85%
Total Capital Expenditures	<b>608,709.63</b>	<b>369,524.30</b>	<b>239,185</b>	<b>4,912,975.23</b>	<b>4,912,975.23</b>	<b>1,703,692.36</b>	<b>3,209,283</b>	<b>34.68%</b>
Other financing sources (uses)								
Agricultural Committee Special Fund 52001	0.00	0.00	0	(2,000.00)	(2,000.00)	0.00	2,000	0.00%
Purchase Real Property Reserve Fund 52001	0.00	0.00	0	(355,547.81)	(355,547.81)	0.00	355,548	0.00%
Law Enforcement Protection Fund 52001	0.00	0.00	0	0.00	(50,000.00)	0.00	50,000	0.00%
Total other financing sources (uses)	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(357,547.81)</b>	<b>(407,547.81)</b>	<b>0.00</b>	<b>407,548</b>	<b>0.00%</b>
Excess/(deficiency) after capital expenditures & other financing sources	<b>(562,156.64)</b>	<b>(204,277.43)</b>	<b>(120,491)</b>	<b>(3,865,030.72)</b>	<b>(3,915,030.72)</b>	<b>(818,870.10)</b>	<b>3,096,161</b>	<b>20.92%</b>
Ending cash and cash equivalents	<b>3,203,734.78</b>	<b>4,952,278.37</b>	<b>1,748,544</b>	<b>1,906,117.75</b>	<b>1,856,117.75</b>	<b>4,952,278.37</b>	<b>3,096,161</b>	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>201 - Correction</b>								
<b>0200 - Judicial</b>								
Beginning cash and cash equivalents	<b>840.00</b>	<b>900.00</b>	<b>60</b>	<b>760.00</b>	<b>760.00</b>	<b>760.00</b>	<b>0</b>	
Revenues								
Corrections fee	80.00	0.00	(80)	320.00	320.00	140.00	(180)	43.75%
	<b>80.00</b>	<b>0.00</b>	<b>(80)</b>	<b>320.00</b>	<b>320.00</b>	<b>140.00</b>	<b>(180)</b>	<b>43.75%</b>
Expenditures								
Correction costs	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Expenditures	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>
Excess/(deficiency) of revenues over expenditures	<b>80.00</b>	<b>0.00</b>	<b>(80)</b>	<b>320.00</b>	<b>320.00</b>	<b>140.00</b>	<b>(180)</b>	<b>43.75%</b>
Ending cash and cash equivalents	<b>920.00</b>	<b>900.00</b>	<b>(20)</b>	<b>1,080.00</b>	<b>1,080.00</b>	<b>900.00</b>	<b>(180)</b>	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>206 - Emergency Medical Service Fund</b>									
<b>9206 - Emergency Medical Service Fund</b>									
Beginning cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	0		
Revenues									
State Grant - EMS	37090	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Expenditures									
IGA for Fire Protection & EMS Services	45928	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Ending cash and cash equivalents		0.00	0.00	0	0.00	0.00	0.00	0	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>209 - Fire Protection Fund</b>								
<b>9209 - Fire Protection Fund</b>								
Beginning cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	0	
Revenues								
State Grant - Fire Protection Distribution 37120	42,139.50	23,280.40	(18,859)	84,279.00	84,279.00	23,280.40	(60,999)	27.62%
	<b>42,139.50</b>	<b>23,280.40</b>	<b>(18,859)</b>	<b>84,279.00</b>	<b>84,279.00</b>	<b>23,280.40</b>	<b>(60,999)</b>	<b>27.62%</b>
Expenditures								
IGA for Fire Protection & EMS Services 45928	42,139.50	0.00	42,140	84,279.00	84,279.00	0.00	84,279	0.00%
Total Fund Expenditures	<b>42,139.50</b>	<b>0.00</b>	<b>42,140</b>	<b>84,279.00</b>	<b>84,279.00</b>	<b>0.00</b>	<b>84,279</b>	<b>0.00%</b>
Excess/(deficiency) of revenues over expenditures	<b>0.00</b>	<b>23,280.40</b>	<b>23,280</b>	<b>0.00</b>	<b>0.00</b>	<b>23,280.40</b>	<b>23,280</b>	<b>0.00%</b>
Ending cash and cash equivalents	<b>0.00</b>	<b>23,280.40</b>	<b>23,280</b>	<b>0.00</b>	<b>0.00</b>	<b>23,280.40</b>	<b>23,280</b>	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>211 - Law Enforcement Protection Fund</b>								
<b>9211 - Law Enforcement Protection Fund</b>								
Beginning cash and cash equivalents	0.00	(25,822.00)	(25,822)	20,000.00	20,000.00	20,000.00	0	
Revenues								
Law Enforcement Grant	35010	0.00	0.00	0	0.00	0.00	0.00	0 0.00%
		0.00	0.00	0	0.00	0.00	0.00	0 0.00%
Expenditures								
MOU for Public Safety Services	45929	0.00	0.00	0	0.00	50,000.00	25,822.00	(24,178) 51.64%
Total Fund Expenditures		0.00	0.00	0	0.00	50,000.00	25,822.00	(24,178) 51.64%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	(50,000.00)	(25,822.00)	24,178 51.64%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	0.00	50,000.00	0.00	(50,000) 0.00%
Reversion	52010	0.00	0.00	0	(20,000.00)	(20,000.00)	(20,000.00)	0 100.00%
Total other financing sources (uses)		0.00	0.00	0	(20,000.00)	30,000.00	(20,000.00)	(50,000) -66.67%
Excess (deficiency) after other financing sources (uses)		0.00	0.00	0	(20,000.00)	(20,000.00)	(45,822.00)	(25,822) 229.11%
Ending cash and cash equivalents		0.00	(25,822.00)	(25,822)	0.00	0.00	(25,822.00)	(25,822)

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>216 - Municipal Street Fund</b>								
<b>9216 - Municipal Street Fund</b>								
Beginning cash and cash equivalents	<b>2,663.84</b>	<b>61,327.48</b>	<b>58,664</b>	<b>230,276.60</b>	<b>230,276.60</b>	<b>230,276.60</b>	<b>0</b>	
Revenues								
Gross Receipts (Infra)	31240	12,714.31	25,781.71	13,067	153,712.95	153,712.95	90,251.92	(63,461) 58.71%
Gasoline Tax-Street	32310	3,000.00	5,056.82	2,057	36,000.00	36,000.00	18,959.29	(17,041) 52.66%
Motor Vehicle Registration	32610	2,000.00	4,006.46	2,006	24,000.00	24,000.00	6,684.66	(17,315) 27.85%
Total Fund Revenue		<b>17,714.31</b>	<b>34,844.99</b>	<b>17,131</b>	<b>213,712.95</b>	<b>213,712.95</b>	<b>115,895.87</b>	<b>(97,817) 54.23%</b>
Expenditures								
Road Improvements	48080	15,000.00	0.00	15,000	385,430.06	385,430.06	250,000.00	135,430 64.86%
Total Fund Expenditures		<b>15,000.00</b>	<b>0.00</b>	<b>15,000</b>	<b>385,430.06</b>	<b>385,430.06</b>	<b>250,000.00</b>	<b>135,430 64.86%</b>
Excess/(deficiency) of revenues over expenditures		<b>2,714.31</b>	<b>34,844.99</b>	<b>32,131</b>	<b>(171,717.11)</b>	<b>(171,717.11)</b>	<b>(134,104.13)</b>	<b>37,613 -78.10%</b>
Ending cash and cash equivalents		<b>5,378.15</b>	<b>96,172.47</b>	<b>90,794</b>	<b>58,559.49</b>	<b>58,559.49</b>	<b>96,172.47</b>	<b>37,613</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>299 - Special - Other Funds</b>								
<b>3000 - Fine Arts</b>								
Beginning cash and cash equivalents	<b>6,624.47</b>	<b>5,405.49</b>	<b>(1,219)</b>	<b>8,634.47</b>	<b>8,634.47</b>	<b>8,634.47</b>	<b>0</b>	
Revenues								
Arts & Crafts Market Revenue	34997	30.00	0.00	(30)	4,620.00	4,620.00	0.00	(4,620) 0.00%
		<b>30.00</b>	<b>0.00</b>	<b>(30)</b>	<b>4,620.00</b>	<b>4,620.00</b>	<b>0.00</b>	<b>(4,620) 0.00%</b>
Department Expenditures								
Supplies	46010	0.00	816.27	(816)	450.00	450.00	896.55	(447) 199.23%
Miscellaneous Expense	46090	0.00	0.00	0	975.00	975.00	510.00	465 52.31%
Postage & Mail Service	47070	0.00	0.00	0	25.00	25.00	0.00	25 0.00%
Printing, Publishing & Advert.	47080	485.00	673.11	(188)	2,290.00	2,290.00	3,311.81	(1,022) 144.62%
Subscriptions & Memberships	47140	0.00	0.00	0	25.00	25.00	0.00	25 0.00%
Total Department Expenditures		<b>485.00</b>	<b>1,489.38</b>	<b>(1,004)</b>	<b>3,765.00</b>	<b>3,765.00</b>	<b>4,718.36</b>	<b>(953) 125.32%</b>
Excess/(deficiency) of revenues over expenditures		<b>(455.00)</b>	<b>(1,489.38)</b>	<b>(1,034)</b>	<b>855.00</b>	<b>855.00</b>	<b>(4,718.36)</b>	<b>(5,573) -551.85%</b>
Other financing sources (uses)								
Operating transfers out	52001	0.00	0.00	0	(1,500.00)	(1,500.00)	0.00	1,500 0.00%
Total other financing sources (uses)		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(1,500.00)</b>	<b>(1,500.00)</b>	<b>0.00</b>	<b>1,500 0.00%</b>
Excess (deficiency) after other financing sources (uses)		<b>(455.00)</b>	<b>(1,489.38)</b>	<b>(1,034)</b>	<b>(645.00)</b>	<b>(645.00)</b>	<b>(4,718.36)</b>	<b>(4,073) 731.53%</b>
Ending cash and cash equivalents		<b>6,169.47</b>	<b>3,916.11</b>	<b>(2,253)</b>	<b>7,989.47</b>	<b>7,989.47</b>	<b>3,916.11</b>	<b>(4,073)</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>299 - Special - Other Funds</b>								
<b>3001 - Agricultural Committee</b>								
Beginning cash and cash equivalents	(1,929.45)	(3,076.25)	(1,147)	1,020.55	1,020.55	1,020.55	0	
Revenues								
Farmers' Market Revenue	34995	0.00	0.00	0	4,715.00	4,715.00	255.00	(4,460) 5.41%
		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>4,715.00</b>	<b>4,715.00</b>	<b>255.00</b>	<b>(4,460) 5.41%</b>
Department Expenditures								
Supplies	46010	0.00	0.00	0	700.00	700.00	0.00	700 0.00%
Miscellaneous	46090	0.00	0.00	0	50.00	50.00	160.00	(110) 320.00%
Insurance-Non Employee	47060	0.00	0.00	0	375.00	375.00	0.00	375 0.00%
Printing,Publishing & Advert.	47080	330.00	1,053.47	(723)	5,610.00	5,610.00	5,245.27	365 93.50%
Rent of Equipment & Machinery	47120	0.00	0.00	0	475.00	475.00	0.00	475 0.00%
Subscriptions & Memberships	47140	0.00	0.00	0	100.00	100.00	0.00	100 0.00%
Total Department Expenditures		<b>330.00</b>	<b>1,053.47</b>	<b>(723)</b>	<b>7,310.00</b>	<b>7,310.00</b>	<b>5,405.27</b>	<b>1,905 73.94%</b>
Excess/(deficiency) of revenues over expenditures		<b>(330.00)</b>	<b>(1,053.47)</b>	<b>(723)</b>	<b>(2,595.00)</b>	<b>(2,595.00)</b>	<b>(5,150.27)</b>	<b>(2,555) 198.47%</b>
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	3,500.00	3,500.00	0.00	(3,500) 0.00%
Total other financing sources (uses)		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>3,500.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>(3,500) 0.00%</b>
Excess (deficiency) after other financing sources (uses)		<b>(330.00)</b>	<b>(1,053.47)</b>	<b>(723)</b>	<b>905.00</b>	<b>905.00</b>	<b>(5,150.27)</b>	<b>(6,055) -569.09%</b>
Ending cash and cash equivalents		<b>(2,259.45)</b>	<b>(4,129.72)</b>	<b>(1,870)</b>	<b>1,925.55</b>	<b>1,925.55</b>	<b>(4,129.72)</b>	<b>(6,055)</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>299 - Special - Other Funds</b>								
<b>3002 - Scenic Byways &amp; MainStreet</b>								
Beginning cash and cash equivalents	<b>0.00</b>	<b>459.64</b>	<b>460</b>	<b>459.64</b>	<b>459.64</b>	<b>459.64</b>	<b>0</b>	
Revenues								
Grants	37234	0.00	0.00	0	0.00	0.00	0	0.00%
		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>
Department Expenditures								
Supplies	46010	0.00	0.00	0	459.64	459.64	0.00	460
Total Department Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>459.64</b>	<b>459.64</b>	<b>0.00</b>	<b>460</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(459.64)</b>	<b>(459.64)</b>	<b>0.00</b>	<b>460</b>
Ending cash and cash equivalents		<b>0.00</b>	<b>459.64</b>	<b>460</b>	<b>0.00</b>	<b>0.00</b>	<b>459.64</b>	<b>460</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>299 - Special - Other Funds</b>									
<b>3003 - Agri-Nature Center</b>									
Beginning cash and cash equivalents	<b>15,000.00</b>	<b>15,000.00</b>	<b>0</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>0</b>		
Revenues									
Contributions - Other	36019	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>
Department Expenditures									
Improvements	48900	0.00	0.00	0	15,000.00	15,000.00	0.00	15,000	0.00%
Total Department Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>15,000</b>	<b>0.00%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(15,000.00)</b>	<b>(15,000.00)</b>	<b>0.00</b>	<b>15,000</b>	<b>0.00%</b>
Ending cash and cash equivalents		<b>15,000.00</b>	<b>15,000.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>15,000</b>	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>299 - Special - Other Funds</b>								
<b>Summary of Special - Other Funds Revenues and Expenses</b>								
Beginning cash and cash equivalents	<b>19,695.02</b>	<b>17,788.88</b>	<b>(1,906)</b>	<b>25,114.66</b>	<b>25,114.66</b>	<b>25,114.66</b>	<b>0</b>	
Revenues								
Fine Arts	30.00	0.00	(30)	4,620.00	4,620.00	0.00	(4,620)	0.00%
Agricultural Committee	0.00	0.00	0	4,715.00	4,715.00	255.00	(4,460)	5.41%
Scenic Byways	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Agri-Nature Center	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Revenues	<b>30.00</b>	<b>0.00</b>	<b>(30)</b>	<b>9,335.00</b>	<b>9,335.00</b>	<b>255.00</b>	<b>(9,080)</b>	<b>2.73%</b>
Expenditures								
Fine Arts	485.00	1,489.38	(1,004)	3,765.00	3,765.00	4,718.36	(953)	125.32%
Agricultural Committee	330.00	1,053.47	(723)	7,310.00	7,310.00	5,405.27	1,905	73.94%
Scenic Byways	0.00	0.00	0	459.64	459.64	0.00	460	0.00%
Agri-Nature Center	0.00	0.00	0	15,000.00	15,000.00	0.00	15,000	0.00%
Total Fund Expenditures	<b>815.00</b>	<b>2,542.85</b>	<b>(1,728)</b>	<b>26,534.64</b>	<b>26,534.64</b>	<b>10,123.63</b>	<b>16,411</b>	<b>38.15%</b>
Excess/(deficiency) of revenues over expenditures	<b>(785.00)</b>	<b>(2,542.85)</b>	<b>(1,758)</b>	<b>(17,199.64)</b>	<b>(17,199.64)</b>	<b>(9,868.63)</b>	<b>7,331</b>	<b>0.00%</b>
Other financing sources (uses)								
Operating transfers in	0.00	0.00	0	3,500.00	3,500.00	0.00	(3,500)	0.00%
Operating transfers out	0.00	0.00	0	(1,500.00)	(1,500.00)	0.00	1,500	0.00%
Total other financing sources (uses)	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>(2,000)</b>	<b>0.00%</b>
Excess/(deficiency) after other financing sources (uses)	<b>(785.00)</b>	<b>(2,542.85)</b>	<b>(1,758)</b>	<b>(15,199.64)</b>	<b>(15,199.64)</b>	<b>(9,868.63)</b>	<b>5,331</b>	<b>0.00%</b>
Ending cash and cash equivalents	<b>18,910.02</b>	<b>15,246.03</b>	<b>(3,664)</b>	<b>9,915.02</b>	<b>9,915.02</b>	<b>15,246.03</b>	<b>5,331</b>	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>311 - Capital Project Infrastructure</b>									
<b>3111 - Improvements 4th Street - CN 3131828 (Reversion Date 06/30/2019)</b>									
Revenues									
State Grant - Other	37230	0.00	58,751.96	58,752	63,049.46	63,049.46	63,049.46	0	100.00%
		<b>0.00</b>	<b>58,751.96</b>	<b>58,752</b>	<b>63,049.46</b>	<b>63,049.46</b>	<b>63,049.46</b>	<b>0</b>	<b>100.00%</b>
Expenditures									
Capital Expenditure - Roadway	48080	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>58,751.96</b>	<b>58,752</b>	<b>63,049.46</b>	<b>63,049.46</b>	<b>63,049.46</b>	<b>0</b>	<b>100.00%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>311 - Capital Project Infrastructure</b>									
<b>3113 - Improvements 4th Street - CN C3150909 (Reversion Date 06/30/2019)</b>									
Revenues									
State Grant - Other	37230	0.00	0.00	0	340,500.00	340,500.00	254,225.67	(86,274)	74.66%
		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>340,500.00</b>	<b>340,500.00</b>	<b>254,225.67</b>	<b>(86,274)</b>	<b>74.66%</b>
Expenditures									
Capital Expenditure - Roadway	48080	0.00	0.00	0	54,981.40	54,981.40	54,981.40	0	100.00%
Total Fund Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>54,981.40</b>	<b>54,981.40</b>	<b>54,981.40</b>	<b>0</b>	<b>100.00%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>285,518.60</b>	<b>285,518.60</b>	<b>199,244.27</b>	<b>(86,274)</b>	<b>69.78%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>311 - Capital Project Infrastructure</b>									
<b>3114 - Improvements 4th Street - CN C3162548 (Reversion Date 06/30/2020)</b>									
Revenues									
State Grant - Other	37230	0.00	113,692.50	113,693	240,000.00	240,000.00	113,692.50	(126,308)	47.37%
		<b>0.00</b>	<b>113,692.50</b>	<b>113,693</b>	<b>240,000.00</b>	<b>240,000.00</b>	<b>113,692.50</b>	<b>(126,308)</b>	<b>47.37%</b>
Expenditures									
Capital Expenditure - Roadway	48080	0.00	85,175.88	(85,176)	240,000.00	240,000.00	148,016.86	91,983	61.67%
Total Fund Expenditures		<b>0.00</b>	<b>85,175.88</b>	<b>(85,176)</b>	<b>240,000.00</b>	<b>240,000.00</b>	<b>148,016.86</b>	<b>91,983</b>	<b>61.67%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>28,516.62</b>	<b>28,517</b>	<b>0.00</b>	<b>0.00</b>	<b>(34,324.36)</b>	<b>(34,324)</b>	<b>0.00%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>311 - Capital Project Infrastructure</b>									
<b>3115 - Improvements 4th Street - CN C3182619 (Reversion Date 06/30/2022)</b>									
Revenues									
State Grant - Other	37230	0.00	0.00	0	0.00	200,000.00	0.00	(200,000)	0.00%
		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>(200,000)</b>	<b>0.00%</b>
Expenditures									
Capital Expenditure - Roadway	48080	0.00	0.00	0	0.00	200,000.00	0.00	200,000	0.00%
Total Fund Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>200,000</b>	<b>0.00%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>311 - Capital Project Infrastructure</b>								
Beginning cash and cash equivalents	<b>0.00</b>	<b>(207,867.27)</b>	<b>(207,867)</b>	<b>(348,568.06)</b>	<b>(348,568.06)</b>	<b>(348,568.06)</b>	<b>0</b>	
Revenues								
Improvements 4th St - CN 3131828	0.00	58,751.96	58,752	63,049.46	63,049.46	63,049.46	0	100.00%
Improvements 4th St - CN 3150909	0.00	0.00	0	340,500.00	340,500.00	254,225.67	(86,274)	74.66%
Improvements 4th St - CN 3162548	0.00	113,692.50	113,693	240,000.00	240,000.00	113,692.50	(126,308)	47.37%
Improvements 4th St - CN 3182619	0.00	0.00	0	0.00	200,000.00	0.00	(200,000)	0.00%
	<b>0.00</b>	<b>172,444.46</b>	<b>172,444</b>	<b>643,549.46</b>	<b>843,549.46</b>	<b>430,967.63</b>	<b>(412,582)</b>	<b>51.09%</b>
Expenditures								
Improvements 4th St - CN 3131828	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Improvements 4th St - CN 3150909	0.00	0.00	0	54,981.40	54,981.40	54,981.40	0	100.00%
Improvements 4th St - CN 3162548	0.00	85,175.88	(85,176)	240,000.00	240,000.00	148,016.86	91,983	61.67%
Improvements 4th St - CN 3182119	0.00	0.00	0	0.00	200,000.00	0.00	200,000	0.00%
Total Fund Expenditures	<b>0.00</b>	<b>85,175.88</b>	<b>(85,176)</b>	<b>294,981.40</b>	<b>494,981.40</b>	<b>202,998.26</b>	<b>291,983</b>	<b>41.01%</b>
Excess/(deficiency) of revenues over expenditures	<b>0.00</b>	<b>87,268.58</b>	<b>87,269</b>	<b>348,568.06</b>	<b>348,568.06</b>	<b>227,969.37</b>	<b>(120,599)</b>	<b>65.40%</b>
Ending cash and cash equivalents	<b>0.00</b>	<b>(120,598.69)</b>	<b>(120,599)</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(120,598.69)</b>	<b>(120,599)</b>	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>312 - Capital Project Buildings</b>									
<b>3121 - Agri-Nature Center Improvements - ID 15-0734 (Reversion Date 06/30/2019)</b>									
Revenues									
State Grant - Other	37230	0.00	6,956.58	6,957	88,248.87	88,248.87	22,362.83	(65,886)	25.34%
		<b>0.00</b>	<b>6,956.58</b>	<b>6,957</b>	<b>88,248.87</b>	<b>88,248.87</b>	<b>22,362.83</b>	<b>(65,886)</b>	<b>25.34%</b>
Expenditures									
Capital Expenditure - Buildings	48010	0.00	2,486.52	(2,487)	76,364.74	76,364.74	12,965.22	63,400	16.98%
Total Fund Expenditures		<b>0.00</b>	<b>2,486.52</b>	<b>(2,487)</b>	<b>76,364.74</b>	<b>76,364.74</b>	<b>12,965.22</b>	<b>63,400</b>	<b>16.98%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>4,470.06</b>	<b>4,470</b>	<b>11,884.13</b>	<b>11,884.13</b>	<b>9,397.61</b>	<b>(2,487)</b>	<b>79.08%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>312 - Capital Project Buildings</b>									
<b>3122 - Agri-Nature Center Improvements - ID 16-A2397 (Reversion Date 06/20/2020)</b>									
Revenues									
State Grant - Other	37230	25,000.00	0.00	(25,000)	140,000.00	140,000.00	0.00	(140,000)	0.00%
		<b>25,000.00</b>	<b>0.00</b>	<b>(25,000)</b>	<b>140,000.00</b>	<b>140,000.00</b>	<b>0.00</b>	<b>(140,000)</b>	<b>0.00%</b>
Expenditures									
Capital Expenditure - Buildings	48010	25,000.00	0.00	25,000	140,000.00	140,000.00	0.00	140,000	0.00%
Total Fund Expenditures		<b>25,000.00</b>	<b>0.00</b>	<b>25,000</b>	<b>140,000.00</b>	<b>140,000.00</b>	<b>0.00</b>	<b>140,000</b>	<b>0.00%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>312 - Capital Project Buildings</b>								
Beginning cash and cash equivalents	(25,000.00)	(6,956.58)	18,043	(11,884.13)	(11,884.13)	(11,884.13)	0	
Revenues								
Improvements Agri-Nature ID 15-0734	0.00	6,956.58	6,957	88,248.87	88,248.87	22,362.83	(65,886)	25.34%
Improvements Agri-Nature ID 16-A2397	25,000.00	0.00	(25,000)	140,000.00	140,000.00	0.00	(140,000)	0.00%
	<b>25,000.00</b>	<b>6,956.58</b>	<b>(18,043)</b>	<b>228,248.87</b>	<b>228,248.87</b>	<b>22,362.83</b>	<b>(205,886)</b>	<b>9.80%</b>
Expenditures								
Improvements Agri-Nature ID 15-0734	0.00	2,486.52	(2,487)	76,364.74	76,364.74	12,965.22	63,400	16.98%
Improvements Agri-Nature ID 16-A2397	25,000.00	0.00	25,000	140,000.00	140,000.00	0.00	140,000	0.00%
Total Fund Expenditures	<b>25,000.00</b>	<b>2,486.52</b>	<b>22,513</b>	<b>216,364.74</b>	<b>216,364.74</b>	<b>12,965.22</b>	<b>203,400</b>	<b>5.99%</b>
Excess/(deficiency) of revenues over expenditures	<b>0.00</b>	<b>4,470.06</b>	<b>4,470</b>	<b>11,884.13</b>	<b>11,884.13</b>	<b>9,397.61</b>	<b>(2,487)</b>	<b>79.08%</b>
Ending cash and cash equivalents	(25,000.00)	(2,486.52)	22,513	0.00	0.00	(2,486.52)	(2,487)	

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>380 - Purchase Real Property Reserve Fund</b>									
<b>3801 - Purchase Real Property Fund</b>									
Beginning cash and cash equivalents	<b>460,452.19</b>	<b>459,238.25</b>	<b>(1,214)</b>	<b>460,452.19</b>	<b>460,452.19</b>	<b>460,452.19</b>	<b>0</b>		
Expenditures									
Property Purchase	48040	0.00	0.00	0	816,000.00	816,000.00	1,213.94	814,786	0.15%
Total Fund Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>816,000.00</b>	<b>816,000.00</b>	<b>1,213.94</b>	<b>814,786</b>	<b>0.15%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(816,000.00)</b>	<b>(816,000.00)</b>	<b>(1,213.94)</b>	<b>814,786</b>	<b>0.15%</b>
Other financing sources (uses)									
Operating transfers in	51001	0.00	0.00	0	355,547.81	355,547.81	0.00	(355,548)	0.00%
Total other financing sources (uses)		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>355,547.81</b>	<b>355,547.81</b>	<b>0.00</b>	<b>(355,548)</b>	<b>0.00%</b>
Excess/(deficiency) after other financing sources (uses)		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(460,452.19)</b>	<b>(460,452.19)</b>	<b>(1,213.94)</b>	<b>459,238</b>	<b>0.26%</b>
Ending cash and cash equivalents	<b>460,452.19</b>	<b>459,238.25</b>	<b>(1,214)</b>	<b>0.00</b>	<b>0.00</b>	<b>459,238.25</b>	<b>459,238</b>		

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>399 - Capital Project - Other</b>									
<b>3900 - Park Land and Plaza Reserve</b>									
Beginning cash and cash equivalents	<b>31,111.81</b>	<b>31,111.81</b>	<b>0</b>	<b>31,111.81</b>	<b>31,111.81</b>	<b>31,111.81</b>	<b>0</b>		
Revenues									
Cash in Lieu of Land Dedication	36015	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>
Expenditures									
Other Capital Purchase	48900	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00%</b>
Ending cash and cash equivalents	<b>31,111.81</b>	<b>31,111.81</b>	<b>0</b>	<b>31,111.81</b>	<b>31,111.81</b>	<b>31,111.81</b>	<b>0</b>		

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>401 - General Obligation Bonds</b>								
<b>1830 - General Obligation Bonds</b>								
Beginning cash and cash equivalents	<b>(254,530.91)</b>	<b>(248,651.29)</b>	<b>5,880</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	
Revenues								
Property Taxes - Current	31500	88,586.85	158,048.28	69,461	253,442.27	253,442.27	158,048.28	(95,394) 62.36%
Property Taxes - Delinquent	31510	0.00	0.00	0	5,121.59	5,121.59	11,001.21	5,880 214.80%
Total Revenue		<b>88,586.85</b>	<b>158,048.28</b>	<b>69,461</b>	<b>258,563.86</b>	<b>258,563.86</b>	<b>169,049.49</b>	<b>(89,514) 65.38%</b>
Expenditures								
Debt Service Principal	49010	0.00	0.00	0	200,000.00	200,000.00	200,000.00	0 100.00%
Debt Service Interest	49020	0.00	55,402.50	(55,403)	115,055.00	115,055.00	115,055.00	0 100.00%
Total Fund Expenditures		<b>0.00</b>	<b>55,402.50</b>	<b>(55,403)</b>	<b>315,055.00</b>	<b>315,055.00</b>	<b>315,055.00</b>	<b>0 100.00%</b>
Excess/(deficiency) of revenues over expenditures		<b>88,586.85</b>	<b>102,645.78</b>	<b>14,059</b>	<b>(56,491.14)</b>	<b>(56,491.14)</b>	<b>(146,005.51)</b>	<b>(89,514) 258.46%</b>
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	56,491.14	56,491.14	0.00	(56,491) 0.00%
Total other financing sources (uses)		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>56,491.14</b>	<b>56,491.14</b>	<b>0.00</b>	<b>(56,491) 0.00%</b>
Excess (deficiency) after other financing sources (uses)		<b>88,586.85</b>	<b>102,645.78</b>	<b>14,059</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(146,005.51)</b>	<b>(146,006) 0.00%</b>
Ending cash and cash equivalents		<b>(165,944.06)</b>	<b>(146,005.51)</b>	<b>19,939</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(146,005.51)</b>	<b>(146,006)</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date					
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget	
<b>410 - General Obligation Bonds Reserve Fund</b>									
<b>4101 - General Obligation Bonds Reserve</b>									
Beginning cash and cash equivalents	<b>943,051.45</b>	<b>943,051.45</b>	<b>0</b>	<b>943,051.45</b>	<b>943,051.45</b>	<b>943,051.45</b>	<b>0</b>		
Other financing sources (uses)									
Operating transfers in	51001	0.00	0.00	0	0.00	0.00	0	0.00%	
Operating transfers out	52001	0.00	0.00	0	(56,491.14)	(56,491.14)	56,491	0.00%	
Total other financing sources (uses)		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(56,491.14)</b>	<b>(56,491.14)</b>	<b>0.00</b>	<b>56,491</b>	<b>0.00%</b>
Excess/(deficiency) after other financing sources (uses)		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(56,491.14)</b>	<b>(56,491.14)</b>	<b>0.00</b>	<b>56,491</b>	<b>0.00%</b>
Ending cash and cash equivalents	<b>943,051.45</b>	<b>943,051.45</b>	<b>0</b>	<b>886,560.31</b>	<b>886,560.31</b>	<b>943,051.45</b>	<b>56,491</b>		

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>505 - Agri-Nature Center Farm Camps</b>								
<b>1500 - Farm Camps</b>								
Beginning cash and cash equivalents	<b>55,921.06</b>	<b>55,910.86</b>	<b>(10)</b>	<b>60,946.14</b>	<b>60,946.14</b>	<b>60,946.14</b>	<b>0</b>	
Revenues								
Farm camp revenue	36065	0.00	0.00	0	30,000.00	30,000.00	0.00	(30,000) 0.00%
Total Revenue		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>(30,000) 0.00%</b>
Expenditures								
Wages-Temporary	41040	0.00	0.00	0	16,920.80	16,920.80	3,846.80	13,074 22.73%
FICA regular	42010	0.00	0.00	0	1,049.09	1,049.09	238.50	811 22.73%
FICA medicare	42020	0.00	0.00	0	245.36	245.36	55.78	190 22.73%
Worker's Comp. Assessment	42080	0.00	0.00	0	11.50	11.50	0.00	12 0.00%
Supplies	46010	0.00	0.00	0	2,150.00	2,150.00	264.20	1,886 12.29%
Miscellaneous Expense	46090	0.00	0.00	0	150.00	150.00	0.00	150 0.00%
Training	47040	0.00	0.00	0	500.00	500.00	0.00	500 0.00%
Printing,Publishing,& Advert.	47080	0.00	0.00	0	500.00	500.00	0.00	500 0.00%
Insurance Workers' Compensation	47210	0.00	0.00	0	634.00	634.00	630.00	4 99.37%
Total Fund Expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>22,160.75</b>	<b>22,160.75</b>	<b>5,035.28</b>	<b>17,125 22.72%</b>
Excess/(deficiency) of revenues over expenditures		<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>7,839.25</b>	<b>7,839.25</b>	<b>(5,035.28)</b>	<b>(12,875) -64.23%</b>
Ending cash and cash equivalents		<b>55,921.06</b>	<b>55,910.86</b>	<b>(10)</b>	<b>68,785.39</b>	<b>68,785.39</b>	<b>55,910.86</b>	<b>(12,875)</b>

**Village of Los Ranchos de Albuquerque**  
**Statement of Revenues and Expenditures**  
From 7/1/2018 Through 01/31/2019

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2018/2019 Original Budget	2018/2019 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
<b>Summary of Revenues and Expenditures</b>								
Beginning cash and cash equivalents	<b>5,000,095.88</b>	<b>6,236,587.39</b>	<b>1,236,492</b>	<b>7,182,409.13</b>	<b>7,182,409.13</b>	<b>7,182,409.13</b>	<b>0</b>	
<b>Revenues</b>								
General Fund	313,324.10	309,404.62	(3,919)	3,814,299.13	3,814,299.13	2,249,581.91	(1,564,717)	58.98%
Correction	80.00	0.00	(80)	320.00	320.00	140.00	(180)	43.75%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Fire Protection Fund	42,139.50	23,280.40	(18,859)	84,279.00	84,279.00	23,280.40	(60,999)	27.62%
Law Enforcement Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Municipal Street Fund	17,714.31	34,844.99	17,131	213,712.95	213,712.95	115,895.87	(97,817)	54.23%
Special - Other Funds	30.00	0.00	(30)	9,335.00	9,335.00	255.00	(9,080)	2.73%
Capital Project Infrastructure	0.00	172,444.46	172,444	643,549.46	843,549.46	430,967.63	(412,582)	51.09%
Capital Project Buildings	25,000.00	6,956.58	(18,043)	228,248.87	228,248.87	22,362.83	(205,886)	9.80%
Purchase Real Property Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
General Obligation Bonds	88,586.85	158,048.28	69,461	258,563.86	258,563.86	169,049.49	(89,514)	65.38%
General Obligation Bonds Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Agri-Nature Center Farm Camps	0.00	0.00	0	30,000.00	30,000.00	0.00	(30,000)	0.00%
General Long Term Debt	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
<b>Total Revenues</b>	<b>486,874.76</b>	<b>704,979.33</b>	<b>218,105</b>	<b>5,282,308.27</b>	<b>5,482,308.27</b>	<b>3,011,533.13</b>	<b>(2,470,775)</b>	<b>54.93%</b>
<b>Expenditures</b>								
General Fund	875,480.74	513,682.05	361,799	7,321,782.04	7,321,782.04	3,068,452.01	4,253,330	41.91%
Correction	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Fire Protection Fund	42,139.50	0.00	42,140	84,279.00	84,279.00	0.00	84,279	0.00%
Law Enforcement Protection Fund	0.00	0.00	0	0.00	50,000.00	25,822.00	(24,178)	51.64%
Municipal Street Fund	15,000.00	0.00	15,000	385,430.06	385,430.06	250,000.00	135,430	64.86%
Special - Other Funds	815.00	2,542.85	(1,728)	26,534.64	26,534.64	10,123.63	16,411	38.15%
Capital Project Infrastructure	0.00	85,175.88	(85,176)	294,981.40	494,981.40	202,998.26	291,983	41.01%
Capital Project Buildings	25,000.00	2,486.52	22,513	216,364.74	216,364.74	12,965.22	203,400	5.99%
Purchase Real Property Reserve Fund	0.00	0.00	0	816,000.00	816,000.00	1,213.94	814,786	0.15%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
General Obligation Bonds	0.00	55,402.50	(55,403)	315,055.00	315,055.00	315,055.00	0	100.00%
Agri-Nature Center Farm Camps	0.00	0.00	0	22,160.75	22,160.75	5,035.28	17,125	22.72%
<b>Total Expenditures</b>	<b>958,435.24</b>	<b>659,289.80</b>	<b>299,145</b>	<b>9,482,587.63</b>	<b>9,732,587.63</b>	<b>3,891,665.34</b>	<b>5,792,566</b>	<b>39.99%</b>
Excess/(deficiency) of revenues over expenditures	<b>(471,560.48)</b>	<b>45,689.53</b>	<b>517,250</b>	<b>(4,200,279.36)</b>	<b>(4,250,279.36)</b>	<b>(880,132.21)</b>	<b>3,370,147</b>	<b>20.71%</b>
<b>Other financing sources (uses)</b>								
Operating transfers in	0.00	0.00	0	415,538.95	465,538.95	0.00	(465,539)	0.00%
Operating transfers out	0.00	0.00	0	(415,538.95)	(465,538.95)	0.00	465,539	0.00%
Reversion	0.00	0.00	0	(20,000.00)	(20,000.00)	(20,000.00)	0	100.00%
	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>(20,000.00)</b>	<b>(20,000.00)</b>	<b>(20,000.00)</b>	<b>0</b>	<b>100.00%</b>
Excess/(deficiency) after other financing sources (uses)	<b>(471,560.48)</b>	<b>45,689.53</b>	<b>517,250</b>	<b>(4,220,279.36)</b>	<b>(4,270,279.36)</b>	<b>(900,132.21)</b>	<b>3,370,147</b>	<b>21.08%</b>
Ending cash and cash equivalents	<b>4,528,535.40</b>	<b>6,282,276.92</b>	<b>1,753,742</b>	<b>2,962,129.77</b>	<b>2,912,129.77</b>	<b>6,282,276.92</b>	<b>3,370,147</b>	

**Ending cash and cash equivalents \$6,282,276.92**

# Village of Los Ranchos de Albuquerque

## Check/Voucher Register

From 1/1/2019 Through 1/31/2019

### Village of Los Ranchos de Albuquerque Check Register for the Month of January 2019

Payee	Check Date	Check Number	Check Amount
VOIDED-Test check from system	1/14/2019	42301	0.00
Total No Payee			0.00
Abila	1/8/2019	42280	685.00
Total Abila			685.00
Academy Reprographics	1/8/2019	42283	15.10
Academy Reprographics	1/25/2019	42324	22.11
Academy Reprographics	1/29/2019	42375	21.04
Total Academy Reprographics			58.25
Administrative Office of the	1/8/2019	42284	24.00
Total Administrative Office of the			24.00
Albuquerque Bernalillo County	1/29/2019	42374	426.48
Total Albuquerque Bernalillo County			426.48
Albuquerque Power Equipment	1/8/2019	42281	37.05
Albuquerque Power Equipment	1/25/2019	42321	128.43
Total Albuquerque Power Equipment			165.48
Albuquerque Publishing Co.	1/8/2019	42282	452.32
Albuquerque Publishing Co.	1/25/2019	42322	1,328.71
Total Albuquerque Publishing Co.			1,781.03
Albuquerque Sign Print	1/25/2019	42323	211.40
Total Albuquerque Sign Print			211.40
ASCAP	1/8/2019	42286	357.00
Total ASCAP			357.00
AutoZone, Inc.	1/25/2019	42325	54.84
Total AutoZone, Inc.			54.84
Bank of America	1/8/2019	42287	10,725.20
Total Bank of America			10,725.20
Bank of America Merchant SVRS	1/2/2019	902502016050375	136.17
Total Bank of America Merchant SVRS			136.17

**Village of Los Ranchos de Albuquerque**  
 Check/Voucher Register  
 From 1/1/2019 Through 1/31/2019  
**Village of Los Ranchos de Albuquerque**  
**Check Register for the Month of January 2019**

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>
Bank of America, N.A.	1/15/2019	BofA- 01152019	782.11
Total Bank of America, N.A.	1/15/2019		<u>782.11</u>
Bernalillo County Treasurer	1/25/2019	42352	337.66
Total Bernalillo County Treasurer			<u>337.66</u>
Bob Johnson Builders, Inc.	1/16/2019	42320	3,599.16
Total Bob Johnson Builders, Inc.			<u>3,599.16</u>
Bradbury Stamm Construction	1/8/2019	42288	320,422.07
Bradbury Stamm Construction	1/25/2019	42355	111,159.81
Total Bradbury Stamm Construction			<u>431,581.88</u>
CenturyLink	1/29/2019	42376	343.05
Total CenturyLink			<u>343.05</u>
Chappell Law Firm, P.A.	1/25/2019	42326	8,842.19
Total Chappell Law Firm, P.A.			<u>8,842.19</u>
Comcast	1/29/2019	42377	200.65
Total Comcast			<u>200.65</u>
Corrales Comment	1/25/2019	42327	57.07
Total Corrales Comment			<u>57.07</u>
Cummins Rocky Mountain LLC	1/25/2019	42328	820.99
Total Cummins Rocky Mountain LLC			<u>820.99</u>
Cumulus	1/25/2019	42329	296.66
Total Cumulus			<u>296.66</u>
De Lage Landen	1/25/2019	42330	538.87
Total De Lage Landen			<u>538.87</u>
Delta Dental of New Mexico	1/29/2019	42378	356.91
Total Delta Dental of New Mexico			<u>356.91</u>
Desert Greens Equipment, Inc.	1/25/2019	42331	131.63
Total Desert Greens Equipment, Inc.			<u>131.63</u>
Dex Media	1/8/2019	42289	842.83
Total Dex Media			<u>842.83</u>
Document Solutions, Inc.	1/25/2019	42332	342.50
Total Document Solutions, Inc.			<u>342.50</u>

# Village of Los Ranchos de Albuquerque

## Check/Voucher Register

From 1/1/2019 Through 1/31/2019

### Village of Los Ranchos de Albuquerque Check Register for the Month of January 2019

Payee	Check Date	Check Number	Check Amount
Donald T. Lopez	1/8/2019	42299	305.50
Donald T. Lopez	1/25/2019	42351	267.66
Total Donald T. Lopez			573.16
Fergus K Whitney	1/25/2019	42353	319.93
Total Fergus K Whitney			319.93
Firebird Fuel	1/8/2019	42290	156.91
Firebird Fuel	1/25/2019	42333	285.76
Total Firebird Fuel			442.67
First Data Merchant Services	1/22/2019	18007115749	92.62
Total First Data Merchant Services			92.62
Fred K Radosevich	1/8/2019	42295	805.78
Total Fred K Radosevich			805.78
Hector's Tree Care	1/25/2019	42334	1,500.00
Total Hector's Tree Care			1,500.00
Home Depot Credit Services	1/8/2019	42291	20.03
Home Depot Credit Services	1/25/2019	42335	569.87
Total Home Depot Credit Services			589.90
Internal Revenue Service	1/3/2019	33386250	7,954.98
Internal Revenue Service	1/18/2019	75321574	7,057.61
Internal Revenue Service	1/31/2019	42383	1,882.67
Total Internal Revenue Service			16,895.26
Jaramillo Accounting Group	1/25/2019	42336	4,180.16
Total Jaramillo Accounting Group			4,180.16

**Village of Los Ranchos de Albuquerque**  
 Check/Voucher Register  
 From 1/1/2019 Through 1/31/2019  
**Village of Los Ranchos de Albuquerque**  
**Check Register for the Month of January 2019**

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>
JPR Decorative Gravel, Inc.	1/29/2019	42379	1,339.17
Total JPR Decorative Gravel, Inc.			<u>1,339.17</u>
Karpoff & Associates	1/29/2019	42380	7,362.47
Total Karpoff & Associates			<u>7,362.47</u>
Kelly Jo Designs	1/25/2019	42337	84.34
Total Kelly Jo Designs			<u>84.34</u>
Maria G Castillo-Rinaldi	1/25/2019	42346	1,413.23
Maria G Castillo-Rinaldi	1/29/2019	42381	2,679.24
Total Maria G Castillo-Rinaldi			<u>4,092.47</u>
Millers Feed & Supply	1/25/2019	42338	30.45
Total Millers Feed & Supply			<u>30.45</u>
myIT	1/25/2019	42339	7,176.60
Total myIT			<u>7,176.60</u>
New Mexico 811	1/25/2019	42340	184.66
Total New Mexico 811			<u>184.66</u>
New Mexico Gas Company	1/25/2019	42341	1,609.04
Total New Mexico Gas Company			<u>1,609.04</u>
New Mexico Judicial Education	1/8/2019	42292	12.00
Total New Mexico Judicial Education			<u>12.00</u>
NM State Treasurer-PERA	1/4/2019	42279	4,913.45
NM State Treasurer-PERA	1/18/2019	42319	4,393.10
Total NM State Treasurer-PERA			<u>9,306.55</u>
O'Reilly Auto Parts	1/8/2019	42298	35.00
Total O'Reilly Auto Parts			<u>35.00</u>

**Village of Los Ranchos de Albuquerque**  
 Check/Voucher Register  
 From 1/1/2019 Through 1/31/2019  
**Village of Los Ranchos de Albuquerque**  
**Check Register for the Month of January 2019**

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>
Office Depot	1/25/2019	42342	184.37
Office Depot	1/28/2019	42356	300.72
Total Office Depot			<u>485.09</u>
Overhead Door Company	1/8/2019	42294	458.44
Total Overhead Door Company			<u>458.44</u>
Pamela Ambrecht	1/8/2019	42285	334.74
Total Pamela Ambrecht			<u>334.74</u>
Petty Cash	1/25/2019	42354	103.54
Total Petty Cash			<u>103.54</u>
PNM	1/25/2019	42344	4,781.74
Total PNM			<u>4,781.74</u>
Presbyterian Health Plan	1/25/2019	42345	5,135.90
Total Presbyterian Health Plan			<u>5,135.90</u>
Secretary of State	1/11/2019	42300	20.00
Secretary of State	1/25/2019	42347	500.00
Total Secretary of State			<u>520.00</u>
Sites Southwest, LLC	1/25/2019	42348	22,266.78
Total Sites Southwest, LLC			<u>22,266.78</u>
Square Processing Fee	1/3/2019		66.65
Square Processing Fee	1/4/2019		4.39
Square Processing Fee	1/7/2019		7.61
Square Processing Fee	1/8/2019		1.75
Square Processing Fee	1/9/2019		4.82
Square Processing Fee	1/11/2019		70.28
Square Processing Fee	1/14/2019		7.46
Square Processing Fee	1/15/2019		1.75
Square Processing Fee	1/17/19		2.64
Square Processing Fee	1/18/19		3.78
Total Square Processing Fee			<u>171.13</u>

**Village of Los Ranchos de Albuquerque**  
 Check/Voucher Register  
 From 1/1/2019 Through 1/31/2019  
**Village of Los Ranchos de Albuquerque**  
**Check Register for the Month of January 2019**

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>
Starline Printing	1/25/2019	42349	5,063.65
Total Starline Printing			<u>5,063.65</u>
The Depository Trust Company	1/31/2019	535193	55,402.50
Total The Depository Trust Company			<u>55,402.50</u>
The OutSource Ltd Company	1/8/2019	42293	647.25
Total The OutSource Ltd Company			<u>647.25</u>
VCA Town and Country	1/8/2019	42296	647.49
Total VCA Town and Country			<u>647.49</u>
Verizon Wireless	1/29/2019	42382	364.87
Total Verizon Wireless			<u>364.87</u>
Waste Management of New Mexico	1/8/2019	42297	298.06
Total Waste Management of New Mexico			<u>298.06</u>
Zero Waste USA	1/25/2019	42350	299.97
Total Zero Waste USA			<u>299.97</u>
Report Total			<u>617,312.39</u>
Payroll	1/4/2019		21,618.89
Payroll	1/18/2019		20,112.56
LGIP Admin. Fee	1/31/2019		245.96
			<u>41,977.41</u>
			<u>659,289.80</u>
Expenditures Cash Report 1/31/2019			<u>659,289.80</u>

## **6. FINANCIAL BUSINESS**

**B. DISCUSSION AND APPROVAL OF MID-YEAR  
BUDGET REVIEW AND ADJUSTMENTS FISCAL  
YEAR 2018/2019.**

**Village of Los Ranchos de Albuquerque  
Mid-Year Budget for 2018/2019 Fiscal Year  
Cash Balance Summary**

	<i>BEGINNING CASH BALANCE</i>	<i>EXCESS / (DEFICIENCY)</i>	<i>ENDING CASH BALANCE</i>
101 General Fund	16,453.47	(3,385,466.49)	2,385,681.98
201 Correction	760.00	300.00	1,060.00
206 Emergency Medical Service Fund	0.00	0.00	0.00
209 Fire Protection Fund	0.00	0.00	0.00
211 Law Enforcement Protection Fund	20,000.00	(20,000.00)	0.00
216 Municipal Street Fund	20,276.60	(155,890.44)	74,386.16
299 Special - Other Funds	25,114.66	(17,340.42)	7,774.24
311 Capital Project Infrastructure	(348,568.06)	548,568.06	200,000.00
312 Capital Project Buildings	(11,884.13)	21,884.13	10,000.00
380 Purchase Real Property Reserve Fund	350,452.19	(461,666.13)	(1,213.94)
399 Capital Project - Other	31,111.81	0.00	31,111.81
401 General Obligation Bonds	0.00	586.53	586.53
410 General Obligation Bonds Reserve Fund	18,051.45	(45,973.54)	897,077.91
505 Agri-Nature Center Farm Camps	60,946.14	7,829.05	68,775.19
900 General Long Term Debt	0.00	0.00	0.00
	<b>182,714.13</b>	<b>(3,507,169.25)</b>	<b>3,675,239.88</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

Account	Account Description	(A) Fiscal Year Actual 06/30/2017	(B) Fiscal Year Actual 06/30/2018	(C) % Increase (Decrease) ((B-A) / A)	(D) Midyear Budget 2018/2019	(E) \$ Increase (Decrease) (D-B)	(F) % Increase (Decrease) ((D-B) / B)
<b>101 - General Fund</b>							
<b>0099 - General Fund Revenue</b>							
31100	101 0099 Franchise tax	324,147	330,343	1.91%	347,337	16,994	5.14%
31250	101 0099 Munic gross receipts taxes	1,216,825	1,213,379	-0.28%	1,215,877	2,497	0.21%
32410	101 0099 State share gross receipts tax	1,527,617	1,524,213	-0.22%	1,526,331	2,118	0.14%
33100	101 0099 Animal licenses and fees	550	1,075	95.45%	900	(175)	-16.28%
33300	101 0099 Building permits	37,408	44,767	19.67%	43,838	(929)	-2.07%
33350	101 0099 Excavation/barricade permits	10,592	5,291	-50.05%	3,516	(1,775)	-33.55%
33400	101 0099 Business licenses/registrations	13,755	12,810	-6.87%	12,600	(210)	-1.64%
33450	101 0099 Parcel permit fees	4,550	4,130	-9.23%	4,480	350	8.47%
33500	101 0099 Liquor licenses	3,500	1,750	-50.00%	4,750	3,000	171.43%
33910	101 0099 Home occupation license	6,800	6,950	2.21%	6,500	(450)	-6.47%
34010	101 0099 Administration fees - applications	1,452	1,971	35.68%	1,600	(370)	-18.80%
34880	101 0099 Los Ranchos merchandise	56	160	187.39%	369	209	131.03%
34990	101 0099 Newsletter advertising fees	16,831	13,892	-17.46%	22,301	8,409	60.53%
34991	101 0099 Miscellaneous revenue	11,017	8,857	-19.61%	6,800	(2,057)	-23.22%
35008	101 0099 Judicial education fee	51	48	-5.88%	48	0	0.00%
35015	101 0099 Court automation fee	102	96	-5.88%	96	0	0.00%
35020	101 0099 Municipal court fines	950	675	-28.95%	575	(100)	-14.81%
36020	101 0099 Insurance recoveries	3,294	2,049	-37.79%	0	(2,049)	-100.00%
36030	101 0099 Investment income	47,071	99,555	111.50%	73,984	(25,571)	-25.68%
38070	101 0099 Rent income storage units	30,152	174,064	477.30%	190,603	16,539	9.50%
36075	101 0099 Land rent	101,306	105,635	4.27%	109,590	3,954	3.74%
36077	101 0099 Trailer park rental	52,181	54,250	3.97%	48,965	(5,285)	-9.74%
36079	101 0099 Property rental income	28,850	36,600	26.86%	31,200	(5,400)	-14.75%
36090	101 0099 Sale of recycling materials	71	78	10.17%	129	50	63.93%
37180	101 0099 State grant - Small city assistance	177,449	131,704	-25.78%	160,000	28,296	21.48%
		<b>3,616,576</b>	<b>3,774,342</b>	<b>4.36%</b>	<b>3,812,387</b>	<b>38,046</b>	<b>1.01%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

Account	Account Description	(A) Fiscal Year Actual 06/30/2017	(B) Fiscal Year Actual 06/30/2018	(C) % Increase (Decrease) ((B-A) / A)	(D) Midyear Budget 2018/2019	(E) \$ Increase (Decrease) (D-B)	(F) % Increase (Decrease) ((D-B) / B)
<b>101 - General Fund</b>							
<b>0100 - Executive Legislative</b>							
41010	101 0100 Wages-Elected officials	13,600	12,762	-6.17%	13,950	1,188	9.31%
41020	101 0100 Wages-Full time	104,000	104,000	0.00%	94,817	(9,183)	-8.83%
42010	101 0100 FICA regular	6,737	6,838	1.50%	6,706	(133)	-1.94%
42020	101 0100 FICA medicare	1,575	1,599	1.51%	1,568	(31)	-1.94%
42030	101 0100 Retirement contributions	20,209	19,981	-1.12%	16,053	(3,928)	-19.66%
42050	101 0100 Health care	18,859	14,069	-25.40%	4,624	(9,445)	-67.13%
		<b>164,980</b>	<b>159,249</b>	<b>-3.47%</b>	<b>137,718</b>	<b>(21,531)</b>	<b>-13.52%</b>
43010	101 0100 Mileage reimbursement	1,816	1,048	-42.27%	2,677	1,629	155.44%
47040	101 0100 Training	1,185	1,025	-13.50%	3,733	2,708	264.23%
47140	101 0100 Subscriptions & memberships	10,259	10,816	5.43%	11,840	1,024	9.47%
		<b>13,260</b>	<b>12,889</b>	<b>-2.79%</b>	<b>18,251</b>	<b>5,361</b>	<b>41.60%</b>
		<b>178,239</b>	<b>172,138</b>	<b>-3.42%</b>	<b>155,969</b>	<b>(16,169)</b>	<b>-9.39%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

<i>Account</i>	<i>Account Description</i>	<i>(A)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2017</i>	<i>(B)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2018</i>	<i>(C)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((B-A) / A)</i>	<i>(D)</i> <i>Midyear</i> <i>Budget</i> <i>2018/2019</i>	<i>(E)</i> <i>\$ Increase</i> <i>(Decrease)</i> <i>(D-B)</i>	<i>(F)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((D-B) / B)</i>
<b>101 - General Fund</b>							
<b>0200 - Judicial</b>							
41010	101 0200 Wages-Elected officials	850	1,000	17.65%	1,100	100	10.00%
41030	101 0200 Wages-Part time	5,383	5,215	-3.12%	5,975	760	14.57%
42010	101 0200 FICA regular	386	385	-0.28%	432	46	12.04%
42020	101 0200 FICA medicare	90	90	-0.35%	101	11	12.03%
		<b>6,710</b>	<b>6,690</b>	<b>-0.29%</b>	<b>7,608</b>	<b>917</b>	<b>13.71%</b>
43010	101 0200 Mileage reimbursement	0	204	0.00%	90	(114)	-55.79%
45150	101 0200 Professional services - computer support	3,989	395	-90.09%	407	12	3.00%
45895	101 0200 Judicial education fee	48	48	0.00%	42	(6)	-12.50%
45900	101 0200 Court automation fee	96	96	0.00%	84	(12)	-12.50%
47040	101 0200 Training	0	0	0.00%	1,635	1,635	0.00%
47140	101 0200 Subscriptions & memberships	230	210	-8.70%	210	0	0.00%
		<b>4,363</b>	<b>953</b>	<b>-78.16%</b>	<b>2,468</b>	<b>1,515</b>	<b>159.01%</b>
		<b>11,073</b>	<b>7,643</b>	<b>-30.97%</b>	<b>10,076</b>	<b>2,433</b>	<b>31.82%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

<i>Account</i>	<i>Account Description</i>	<i>(A)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2017</i>	<i>(B)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2018</i>	<i>(C)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((B-A) / A)</i>	<i>(D)</i> <i>Midyear</i> <i>Budget</i> <i>2018/2019</i>	<i>(E)</i> <i>\$ Increase</i> <i>(Decrease)</i> <i>(D-B)</i>	<i>(F)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((D-B) / B)</i>
<b>101 - General Fund</b>							
<b>1011 - Elections</b>							
45120	101 1011 Professional Services - Election Judges	0	925	0.00%	0	(925)	-100.00%
46010	101 1011 Supplies	0	358	0.00%	0	(358)	-100.00%
47120	101 1011 Supplies	0	3,223	0.00%	0	(3,223)	-100.00%
		<b>0</b>	<b>4,506</b>	<b>0.00%</b>	<b>0</b>	<b>(4,506)</b>	<b>-100.00%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

Account	Account Description	(A) Fiscal Year Actual 06/30/2017	(B) Fiscal Year Actual 06/30/2018	(C) % Increase (Decrease) ((B-A) / A)	(D) Midyear Budget 2018/2019	(E) \$ Increase (Decrease) (D-B)	(F) % Increase (Decrease) ((D-B) / B)
<b>101 - General Fund</b>							
<b>1200 - Financial Administration</b>							
41020	101 1200 Wages-Full time	64,563	65,187	0.97%	81,031	15,844	24.31%
41030	101 1200 Wages-Part time	4,800	4,800	0.00%	4,800	0	0.00%
42010	101 1200 FICA regular	3,991	4,030	0.97%	5,063	1,033	25.63%
42020	101 1200 FICA medicare	934	943	0.97%	1,184	241	25.61%
42030	101 1200 Retirement contributions	11,323	11,432	0.97%	13,822	2,390	20.91%
42050	101 1200 Health care	7,712	7,712	0.00%	9,323	1,611	20.89%
		<b>93,323</b>	<b>94,104</b>	<b>0.84%</b>	<b>115,223</b>	<b>21,120</b>	<b>22.44%</b>
45010	101 1200 Audit fees	13,088	13,115	0.20%	13,484	369	2.82%
45150	101 1200 Professional services - computer support	1,141	1,193	4.56%	1,225	32	2.68%
45901	101 1200 Contract services - bank charges	8,148	11,495	41.08%	13,965	2,470	21.49%
46010	101 1200 Supplies	696	737	5.86%	220	(517)	-70.13%
47140	101 1200 Subscriptions & memberships	50	50	0.00%	50	0	0.00%
		<b>23,123</b>	<b>26,590</b>	<b>14.99%</b>	<b>28,945</b>	<b>2,355</b>	<b>8.86%</b>
		<b>116,446</b>	<b>120,694</b>	<b>3.65%</b>	<b>144,168</b>	<b>23,474</b>	<b>19.45%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

Account	Account Description	(A) Fiscal Year Actual 06/30/2017	(B) Fiscal Year Actual 06/30/2018	(C) % Increase (Decrease) ((B-A) / A)	(D) Midyear Budget 2018/2019	(E) \$ Increase (Decrease) (D-B)	(F) % Increase (Decrease) ((D-B) / B)
<b>101 - General Fund</b>							
<b>1700 - Planning and Zoning</b>							
41020	101 1700 Wages-Full time	171,600	171,718	0.07%	182,243	10,525	6.13%
41030	101 1700 Wages-Part time	0	0	0.00%	29,415	29,415	0.00%
41040	101 1700 Wages-Temporary	6,321	10,818	71.13%	0	(10,818)	-100.00%
41050	101 1700 Overtime wages	349	0	-100.00%	0	0	0.00%
42010	101 1700 FICA regular	10,535	10,870	3.18%	12,628	1,758	16.18%
42020	101 1700 FICA medicare	2,464	2,542	3.18%	2,953	411	16.19%
42030	101 1700 Retirement contributions	30,094	30,094	0.00%	35,240	5,146	17.10%
42050	101 1700 Health care	17,510	15,295	-12.65%	18,641	3,346	21.87%
		<b>238,873</b>	<b>241,338</b>	<b>1.03%</b>	<b>281,121</b>	<b>39,784</b>	<b>16.48%</b>
45011	101 1700 Professional services - Master Plan	0	0	0.00%	85,869	85,869	0.00%
45030	101 1700 Professional services - engineers	531	798	50.26%	1,926	1,128	141.24%
45035	101 1700 EPA stormwater monitoring	1,000	0	-100.00%	1,000	1,000	0.00%
45040	101 1700 Storm water team participation	5,000	6,000	20.00%	6,000	0	0.00%
45045	101 1700 Construction regulation services	17,500	17,500	0.00%	17,500	0	0.00%
45050	101 1700 Fire inspection services	13,670	2,230	-83.69%	5,710	3,480	156.05%
45055	101 1700 Professional services - zoning ordinance	7,448	0	-100.00%	0	0	0.00%
47080	101 1700 Printing, publishing, & advertising	480	699	45.41%	1,101	403	57.62%
47140	101 1700 Subscriptions & memberships	35	60	71.43%	60	0	0.00%
		<b>45,664</b>	<b>27,287</b>	<b>-40.24%</b>	<b>119,165</b>	<b>91,879</b>	<b>336.71%</b>
		<b>284,537</b>	<b>268,624</b>	<b>-5.59%</b>	<b>400,286</b>	<b>131,662</b>	<b>49.01%</b>

## Village of Los Ranchos de Albuquerque

### General Fund Comparison Mid-Year Budget 2018/2019

Account	Account Description	(A) Fiscal Year Actual 06/30/2017	(B) Fiscal Year Actual 06/30/2018	(C) % Increase (Decrease) ((B-A) / A)	(D) Midyear Budget 2018/2019	(E) \$ Increase (Decrease) (D-B)	(F) % Increase (Decrease) ((D-B) / B)
<b>101 - General Fund</b>							
<b>1840 - General Administration</b>							
41020	101 1840 Wages-Full time	85,421	102,641	20.16%	107,234	4,593	4.47%
42010	101 1840 FICA regular	4,992	5,904	18.26%	6,427	524	8.87%
42020	101 1840 FICA medicare	1,167	1,381	18.27%	1,503	123	8.89%
42030	101 1840 Retirement contributions	14,980	18,000	20.16%	18,806	806	4.48%
42050	101 1840 Health care	11,657	11,088	-4.89%	8,932	(2,156)	-19.45%
42070	101 1840 Unemployment contributions	0	0	0.00%	0	0	0.00%
42080	101 1840 Workers' compensation assessment	177	196	10.39%	200	5	2.35%
		<b>118,394</b>	<b>139,209</b>	<b>17.58%</b>	<b>143,102</b>	<b>3,894</b>	<b>2.80%</b>
43010	101 1840 Mileage reimbursement	756	1,118	47.88%	776	(342)	-30.62%
43020	101 1840 Per diem, meals, & lodging	2,294	4,574	99.42%	11,478	6,903	150.91%
44010	101 1840 Maintenance - building & structure	18,091	9,501	-47.48%	17,536	8,035	84.57%
44040	101 1840 Maintenance - vehicle/furniture/fixtures/equipn	1,317	1,067	-18.97%	2,231	1,163	109.00%
45012	101 1840 Professional services - 3D Modeling	0	0	0.00%	10,696	10,696	0.00%
45020	101 1840 Attorney fees	110,142	99,237	-9.90%	101,572	2,335	2.35%
45030	101 1840 Professional services - engineers	5,938	18,171	206.01%	16,821	(1,350)	-7.43%
45150	101 1840 Professional services - computer support	18,420	17,940	-2.60%	21,337	3,396	18.93%
45155	101 1840 Professional services - appraisals	18,065	3,494	-80.66%	4,000	506	14.49%
45160	101 1840 Grant writing consulting	0	1,579	0.00%	0	(1,579)	-100.00%
45165	101 1840 Professional services - water rights	0	820	0.00%	0	(820)	-100.00%
45909	101 1840 Community Events - Lavender Festival	960	0	-100.00%	0	0	0.00%
45910	101 1840 Contract services - physicals	268	1,312	389.46%	1,093	(219)	-16.72%
45911	101 1840 Contract services - temp labor	12,070	47,693	295.12%	65,686	17,992	37.73%
45915	101 1840 Contract services - A-AAA Self Storage	3,129	49,368	1477.60%	58,016	8,649	17.52%
46010	101 1840 Supplies	30,636	25,843	-15.64%	27,562	1,719	6.65%
46015	101 1840 Los Ranchos merchandise	0	384	0.00%	500	116	30.21%
46090	101 1840 Miscellaneous expense	4,911	9,363	90.67%	3,975	(5,388)	-57.55%
47040	101 1840 Training	2,585	2,615	1.15%	2,842	227	8.70%
47060	101 1840 Insurance - non employee	44,870	54,241	20.88%	57,242	3,000	5.53%
47070	101 1840 Postage & mail service	8,177	7,777	-4.89%	12,707	4,930	63.38%
47075	101 1840 Village promotions	1,909	0	-100.00%	15,000	15,000	0.00%
47080	101 1840 Printing, publishing, & advertising	4,477	12,417	177.36%	12,038	(379)	-3.05%
47081	101 1840 Printing, publishing, & advertising - newsletter	38,637	46,807	21.15%	36,687	(10,121)	-21.62%
47120	101 1840 Rent of equipment & machinery	9,080	10,649	17.28%	11,322	672	6.31%
47140	101 1840 Subscriptions & memberships	2,280	1,773	-22.24%	2,199	427	24.07%
47150	101 1840 Telephone	15,635	18,545	18.62%	18,054	(491)	-2.65%
47160	101 1840 Utilities	40,913	50,558	23.57%	51,430	872	1.72%
47210	101 1840 Insurance - workers' compensation	12,224	15,579	27.45%	13,546	(2,033)	-13.05%
		<b>407,785</b>	<b>512,428</b>	<b>25.66%</b>	<b>576,344</b>	<b>63,916</b>	<b>12.47%</b>
		<b>526,180</b>	<b>651,637</b>	<b>23.84%</b>	<b>719,446</b>	<b>67,809</b>	<b>10.41%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

<i>Account</i>	<i>Account Description</i>	<i>(A)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2017</i>	<i>(B)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2018</i>	<i>(C)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((B-A) / A)</i>	<i>(D)</i> <i>Midyear</i> <i>Budget</i> <i>2018/2019</i>	<i>(E)</i> <i>\$ Increase</i> <i>(Decrease)</i> <i>(D-B)</i>	<i>(F)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((D-B) / B)</i>
<b>101 - General Fund</b>							
<b>1920 - Public Safety</b>							
41020	101 1920 Wages-Full time	0	0	0.00%	0	0	0.00%
42010	101 1920 FICA regular	0	0	0.00%	0	0	0.00%
42020	101 1920 FICA medicare	0	0	0.00%	0	0	0.00%
42050	101 1920 Health care	0	0	0.00%	0	0	0.00%
		<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
45904	101 1920 Contract services - Public safety	0	8,031	0.00%	13,269	5,238	65.22%
47045	101 1920 Uniforms	59	0	-100.00%	0	0	0.00%
47080	101 1920 Printing, publishing & Advertising	102	0	-100.00%	0	0	0.00%
		<b>161</b>	<b>8,031</b>	<b>4890.96%</b>	<b>13,269</b>	<b>5,238</b>	<b>65.22%</b>
		<b>161</b>	<b>8,031</b>	<b>4890.96%</b>	<b>13,269</b>	<b>5,238</b>	<b>65.22%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

Account	Account Description	(A) Fiscal Year Actual 06/30/2017	(B) Fiscal Year Actual 06/30/2018	(C) % Increase (Decrease) ((B-A) / A)	(D) Midyear Budget 2018/2019	(E) \$ Increase (Decrease) (D-B)	(F) % Increase (Decrease) ((D-B) / B)
<b>101 - General Fund</b>							
<b>1960 - Parks/Animal Control/Streets</b>							
41020	101 1960 Wages-Full Time	113,944	163,503	43.49%	195,318	31,815	19.46%
41040	101 1960 Wages-Temporary	9,770	2,145	-78.04%	36,502	34,357	1601.71%
41050	101 1960 Overtime wages	15	124	745.86%	0	(124)	-100.00%
42010	101 1960 FICA regular	7,394	9,759	31.99%	12,844	3,084	31.60%
42020	101 1960 FICA medicare	1,729	2,282	31.99%	3,004	721	31.61%
42030	101 1960 Retirement contributions	19,983	28,674	43.49%	34,230	5,555	19.37%
42050	101 1960 Health care	7,005	14,979	113.84%	22,415	7,436	49.64%
		<b>159,840</b>	<b>221,468</b>	<b>38.56%</b>	<b>304,312</b>	<b>82,845</b>	<b>37.41%</b>
43030	101 1960 Transportation expense - gas, oil, etc	7,962	8,599	8.00%	10,109	1,509	14.93%
44010	101 1960 Maintenance - building & structure	5,051	7,650	51.47%	5,517	(2,134)	-38.68%
44030	101 1960 Maintenance - grounds/roadways	67,770	37,057	-45.32%	54,396	17,339	31.88%
44040	101 1960 Maintenance - vehicle/furniture/fixtures/equipn	13,137	50,433	283.89%	28,421	(22,012)	-77.45%
45140	101 1960 Professional services - animal control	6,226	3,590	-42.34%	6,908	3,318	48.03%
46010	101 1960 Supplies	32,974	29,187	-11.49%	33,317	4,131	12.40%
46020	101 1960 Agricultural program support	0	2,516	0.00%	61,500	58,984	95.91%
46090	101 1960 Miscellaneous	0	455	0.00%	0	(455)	0.00%
47045	101 1960 Uniforms	220	0	-100.00%	0	0	0.00%
47050	101 1960 Safety equipment	0	0	0.00%	200	200	0.00%
47120	101 1960 Rent of equipment & machinery	1,740	2,104	20.91%	2,322	217	9.36%
47160	101 1960 Utilities	42,123	43,206	2.57%	44,706	1,500	3.36%
		<b>177,204</b>	<b>184,798</b>	<b>4.29%</b>	<b>247,395</b>	<b>62,598</b>	<b>25.30%</b>
		<b>337,043</b>	<b>406,265</b>	<b>20.54%</b>	<b>551,708</b>	<b>145,443</b>	<b>26.36%</b>

**Village of Los Ranchos de Albuquerque**  
**General Fund Comparison Mid-Year Budget 2018/2019**

<i>Account</i>	<i>Account Description</i>	<i>(A)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2017</i>	<i>(B)</i> <i>Fiscal Year</i> <i>Actual</i> <i>06/30/2018</i>	<i>(C)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((B-A) / A)</i>	<i>(D)</i> <i>Midyear</i> <i>Budget</i> <i>2018/2019</i>	<i>(E)</i> <i>\$ Increase</i> <i>(Decrease)</i> <i>(D-B)</i>	<i>(F)</i> <i>% Increase</i> <i>(Decrease)</i> <i>((D-B) / B)</i>
<b>101 - General Fund</b>							
<b>2000 - Fire</b>							
45928	101 2000 IGA for Fire Protection & EMS Services	453,200	453,200	0.00%	453,200	0	0.00%
		<b>453,200</b>	<b>453,200</b>	<b>0.00%</b>	<b>453,200</b>	<b>0</b>	<b>0.00%</b>

## Village of Los Ranchos de Albuquerque

### General Fund Comparison Mid-Year Budget 2018/2019

Account	Account Description	(A) Fiscal Year Actual 06/30/2017	(B) Fiscal Year Actual 06/30/2018	(C) % Increase (Decrease) ((B-A) / A)	(D) Midyear Budget 2018/2019	(E) \$ Increase (Decrease) (D-B)	(F) % Increase (Decrease) ((D-B) / B)
<b>Summary of General Fund Revenues and Expenses</b>							
	Beginning cash and cash equivalents	7,269,157	5,940,848	-18.27%	5,771,148	(169,700)	-2.86%
	General Fund Revenues	3,616,576	3,774,342	4.36%	3,812,387	38,046	1.01%
	Department Expenditures						
	Executive Legislative	178,239	172,138	-3.42%	155,969	(16,169)	-9.39%
	Judicial	11,073	7,643	-30.97%	10,076	2,433	31.82%
	Elections	0	4,506	0.00%	0	(4,506)	-100.00%
	Financial Administration	116,446	120,694	3.65%	144,168	23,474	19.45%
	Planning and Zoning	284,537	268,624	-5.59%	400,286	131,662	49.01%
	General Administration	526,180	651,637	23.84%	719,446	67,809	10.41%
	Police	161	8,031	4890.96%	13,269	5,238	65.22%
	Parks/Animal Control/Streets	337,043	406,265	20.54%	551,708	145,443	35.80%
	Fire	453,200	453,200	0.00%	453,200	0	0.00%
	Total Fund Expenditures	1,906,880	2,092,739	9.75%	2,448,122	355,383	16.98%
	Excess before Capital & Transfers	1,709,696	1,681,603	-1.64%	1,364,266	(317,337)	-18.87%
	Cash balance before Capital & Transfers	8,978,853	7,622,451	-15.11%	7,135,414	(487,037)	-6.39%
	Capital Expenditures						
	Capital Buildings & Structures	48,263	0	-100.00%	20,000	20,000	0.00%
	Capital Equipment & Machinery	11,127	0	-100.00%	0	0	0.00%
	Road Improvements (4th Street)	164,590	181,875	10.50%	4,322,184	4,140,310	2276.46%
	Other	0	5,883	0.00%	0	(5,883)	-100.00%
		223,979	187,758	-16.17%	4,342,184	4,154,426	2212.65%
	Transfers In	0	0	0.00%	0	0	0.00%
	Transfers Out	(2,814,026)	(1,663,545)	-40.88%	(407,548)	1,255,997	-75.50%
	Excess / (deficiency)	(1,328,309)	(169,700)	87.22%	(3,385,466)	(5,727,760)	1894.97%
	Ending cash and cash equivalents	5,940,848	5,771,148	-2.86%	2,385,682	(5,897,460)	-58.66%

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>0099 - General Fund Revenue</b>						
31100	101 0099 Franchise tax	189,685	157,652	336,096	11,241	347,337
31250	101 0099 Munic gross receipts taxes	633,610	592,969	1,249,781	(33,904)	1,215,877
32410	101 0099 State share gross receipts tax	794,098	745,484	1,569,939	(43,608)	1,526,331
33100	101 0099 Animal licenses and fees	360	465	900	0	900
33300	101 0099 Building permits	21,705	21,661	45,600	(1,762)	43,838
33350	101 0099 Excavation/barricade permits	1,716	1,800	5,400	(1,884)	3,516
33400	101 0099 Business licenses/registrations	9,329	4,165	12,600	0	12,600
33450	101 0099 Parcel permit fees	2,310	2,100	4,200	280	4,480
33500	101 0099 Liquor licenses	1,250	3,500	4,750	0	4,750
33910	101 0099 Home occupation license	4,300	1,850	6,800	(300)	6,500
34010	101 0099 Administration fees - applications	196	1,369	1,600	0	1,600
34880	101 0099 Los Ranchos merchandise	294	50	100	269	369
34990	101 0099 Newsletter advertising fees	12,506	9,000	14,400	7,901	22,301
34991	101 0099 Miscellaneous revenue	6,972	150	300	6,500	6,800
35008	101 0099 Judicial education fee	21	27	48	0	48
35015	101 0099 Court automation fee	42	54	96	0	96
35020	101 0099 Municipal court fines	450	200	400	175	575
36030	101 0099 Investment income	56,273	6,500	20,500	53,484	73,984
36070	101 0099 Rent income storage units	97,003	93,600	187,200	3,403	190,603
36075	101 0099 Land rent	54,329	54,961	109,590	0	109,590
36077	101 0099 Trailer park rent	26,890	23,400	46,800	2,165	48,965
36079	101 0099 Property rental income	15,600	15,600	37,200	(6,000)	31,200
36090	101 0099 Sale of recycling material	129	0	0	129	129
37180	101 0099 Small cities assistance grant	0	160,000	160,000	0	160,000
		<b>1,929,066</b>	<b>1,896,556</b>	<b>3,814,299</b>	<b>(1,912)</b>	<b>3,812,387</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>0100 - Executive Legislative</b>						
41010	101 0100 Wages-Elected officials	6,750	7,050	14,400	(450)	13,950
41020	101 0100 Wages-Full time	56,282	38,535	104,000	(9,183)	94,817
42010	101 0100 FICA regular	3,811	2,885	7,113	(408)	6,706
42020	101 0100 FICA medicare	891	675	1,664	(95)	1,568
42030	101 0100 Retirement contributions	8,769	7,284	18,239	(2,186)	16,053
42050	101 0100 Health care	2,348	1,736	7,062	(2,438)	4,624
		<b>78,851</b>	<b>58,165</b>	<b>152,478</b>	<b>(14,760)</b>	<b>137,718</b>
43010	101 0100 Mileage reimbursement	1,672	1,078	3,878	(1,200)	2,677
47040	101 0100 Training	918	2,815	2,725	1,008	3,733
47140	101 0100 Subscriptions & memberships	11,840	0	11,841	(1)	11,840
		<b>14,431</b>	<b>3,893</b>	<b>18,444</b>	<b>(193)</b>	<b>18,251</b>
		<b>93,281</b>	<b>62,057</b>	<b>170,922</b>	<b>(14,953)</b>	<b>155,969</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>0200 - Judicial</b>						
41010	101 0200 Wages-Elected officials	800	600	1,200	(100)	1,100
41030	101 0200 Wages-Part time	2,971	3,000	5,775	200	5,975
42010	101 0200 FICA regular	234	218	432	(1)	432
42020	101 0200 FICA medicare	55	51	101	(0)	101
		<b>4,059</b>	<b>3,869</b>	<b>7,509</b>	<b>99</b>	<b>7,608</b>
43010	101 0200 Mileage reimbursement	218	90	190	(100)	90
45150	101 200 Professional services - computer support	0	407	407	0	407
45895	101 0200 Judicial education fee	12	24	48	(6)	42
45900	101 0200 Court automation fee	24	48	96	(12)	84
47040	101 0200 Training	280	1,355	1,550	85	1,635
47140	101 0200 Subscriptions & memberships	210	0	210	0	210
		<b>744</b>	<b>1,924</b>	<b>2,501</b>	<b>(33)</b>	<b>2,468</b>
		<b>4,804</b>	<b>5,793</b>	<b>10,010</b>	<b>66</b>	<b>10,076</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>1011 - Elections</b>						
45120 101 1011	Professional services - Election judges	0	0	0	0	0
46010 101 1011	Supplies	0	0	0	0	0
47120 101 1011	Rent of equipment & machinery	0	0	0	0	0
		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>1200 - Financial Administration</b>						
41020	101 1200 Wages-Full time	38,084	42,947	78,680	2,351	81,031
41030	101 1200 Wages-Part time	2,400	2,400	4,800	0	4,800
42010	101 1200 FICA regular	2,376	2,687	4,814	249	5,063
42020	101 1200 FICA medicare	556	628	1,126	58	1,184
42030	101 1200 Retirement contributions	6,679	7,143	13,799	24	13,822
42050	101 1200 Health care	6,423	3,586	12,594	(3,271)	9,323
		<b>56,517</b>	<b>59,392</b>	<b>115,813</b>	<b>(589)</b>	<b>115,223</b>
45010	101 1200 Audit fees	9,304	4,180	13,438	47	13,484
45150	101 1200 Professional services - computer support	0	1,225	1,225	0	1,225
45901	101 1200 Contract services - bank charges	5,974	6,885	14,220	(255)	13,965
46010	101 1200 Supplies	140	80	200	20	220
47140	101 1200 Subscriptions & memberships	50	0	50	0	50
		<b>15,468</b>	<b>12,370</b>	<b>29,133</b>	<b>(188)</b>	<b>28,945</b>
		<b>71,985</b>	<b>71,762</b>	<b>144,945</b>	<b>(777)</b>	<b>144,168</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>1700 - Planning and Zoning</b>						
41020	101 1700 Wages-Full time	89,400	92,843	179,100	3,143	182,243
41030	101 1700 Wages-Part time	9,645	19,800	22,740	6,675	29,415
42010	101 1700 FICA regular	5,893	6,737	12,019	609	12,628
42020	101 1700 FICA medicare	1,378	1,575	2,811	142	2,953
42030	101 1700 Retirement contributions	15,679	19,562	31,410	3,831	35,240
42050	101 1700 Health care	9,956	8,685	17,068	1,573	18,641
		<b>131,951</b>	<b>149,202</b>	<b>265,148</b>	<b>15,973</b>	<b>281,121</b>
45011	101 1700 Professional services - Master Plan	37,271	42,266	85,869	0	85,869
45030	101 1700 Professional services - engineers	806	1,120	2,240	(314)	1,926
45035	101 1700 EPA stormwater monitoring	0	1,000	1,000	0	1,000
45040	101 1700 Storm water team participation	6,000	0	6,000	0	6,000
45045	101 1700 Construction regulation services	17,500	0	17,500	0	17,500
45050	101 1700 Fire inspection services	3,610	1,800	2,280	3,430	5,710
47080	101 1700 Printing, publishing, & advertising	988	300	600	501	1,101
47140	101 1700 Subscriptions & memberships	0	25	60	0	60
		<b>66,175</b>	<b>46,511</b>	<b>115,549</b>	<b>3,617</b>	<b>119,165</b>
		<b>198,126</b>	<b>195,713</b>	<b>380,696</b>	<b>19,590</b>	<b>400,286</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

Account	Account Description	1st Half Actuals	2nd Half Budget	Current Budget	Change Requested	Revised Budget
<b>101 - General Fund</b>						
<b>1840 - General Administration</b>						
41020	101 1840 Wages-Full time	53,154	54,080	109,560	(2,326)	107,234
42010	101 1840 FICA regular	3,177	3,250	6,430	(2)	6,427
42020	101 1840 FICA medicare	743	760	1,504	(0)	1,503
42030	101 1840 Retirement contributions	9,322	9,484	19,214	(408)	18,806
42050	101 1840 Health care	6,527	2,880	13,297	(4,366)	8,932
42070	101 1840 Unemployment Compensation	0	0	0	0	0
42080	101 1840 Workers' compensation assessment	97	101	205	(5)	200
		<b>73,021</b>	<b>70,556</b>	<b>150,209</b>	<b>(7,107)</b>	<b>143,102</b>
43010	101 1840 Mileage reimbursement	376	400	800	(24)	776
43020	101 1840 Per diem, meals, & lodging	3,530	8,000	10,000	1,478	11,478
44010	101 1840 Maintenance - building & structure	16,648	3,600	7,200	10,336	17,536
44040	101 1840 Maintenance - vehicle/furniture/fixtures/equip	1,731	500	1,000	1,231	2,231
45012	101 1840 Professional services - 3D Modeling	10,696	0	10,696	0	10,696
45020	101 1840 Attorney fees & settlements	51,583	49,200	98,400	3,172	101,572
45030	101 1840 Professional services - engineers	1,821	10,000	20,000	(3,179)	16,821
45150	101 1840 Professional services - computer support	10,388	10,029	20,059	1,278	21,337
45155	101 1840 Professional services - appraisals	250	4,000	8,000	(4,000)	4,000
45909	101 1840 Community Events - Lavender Festival	0	0	0	0	0
45910	101 1840 Contract services - physicals	493	600	1,200	(107)	1,093
45911	101 1840 Contract services - temp labor	24,584	38,275	76,550	(10,864)	65,686
45915	101 1840 Contract services - A-AAA Self Storage	29,008	29,008	58,016	(0)	58,016
46010	101 1840 Supplies	11,191	15,700	23,637	3,925	27,562
46015	101 1840 Los Ranchos merchandise	0	500	1,000	(500)	500
46090	101 1840 Miscellaneous expense	3,480	600	1,200	2,775	3,975
47040	101 1840 Training	1,342	1,500	3,000	(158)	2,842
47060	101 1840 Insurance - non employee	55,742	1,500	59,203	(1,962)	57,242
47070	101 1840 Postage & mail service	6,682	6,000	10,325	2,382	12,707
47075	101 1840 Village promotions	0	12,000	18,000	(3,000)	15,000
47080	101 1840 Printing, publishing, & advertising	9,402	4,464	10,678	1,360	12,038
47081	101 1840 Printing, publishing, & advertising - newslette	16,509	25,241	40,386	(3,699)	36,687
47120	101 1840 Rent of equipment & machinery	5,990	5,336	10,671	650	11,322
47140	101 1840 Subscriptions & memberships	1,135	1,052	2,137	62	2,199
47150	101 1840 Telephone	9,394	8,203	16,405	1,649	18,054
47160	101 1840 Utilities	24,519	27,500	52,075	(645)	51,430
47210	101 1840 Insurance - workers' compensation	13,546	0	15,715	(2,169)	13,546
		<b>310,039</b>	<b>263,208</b>	<b>576,352</b>	<b>(9)</b>	<b>576,344</b>
		<b>383,059</b>	<b>333,764</b>	<b>726,562</b>	<b>(7,116)</b>	<b>719,446</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>1920 - Public Safety</b>						
45904	101 1920 Contract services - Public safety	5,828	7,386	14,773	(1,504)	13,269
		<b>5,828</b>	<b>7,386</b>	<b>14,773</b>	<b>(1,504)</b>	<b>13,269</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>1960 - Parks/Animal Control/Streets</b>						
41020	101 1960 Wages-Full Time	86,908	108,620	192,460	2,858	195,318
41040	101 1960 Wages-Temporary	18,212	18,080	34,720	1,782	36,502
42010	101 1960 FICA regular	6,226	6,618	13,511	(667)	12,844
42020	101 1960 FICA medicare	1,456	1,548	3,160	(156)	3,004
42030	101 1960 Retirement contributions	15,082	19,147	33,753	477	34,230
42050	101 1960 Health care	10,646	11,753	29,505	(7,090)	22,415
		<b>138,530</b>	<b>11,753</b>	<b>307,109</b>	<b>(7,090)</b>	<b>304,312</b>
43030	101 1960 Transportation expense - gas, oil, etc	5,771	4,280	8,560	1,549	10,109
44010	101 1960 Maintenance - building & structure	2,651	2,700	5,400	117	5,517
44030	101 1960 Maintenance - grounds/roadways	31,899	22,000	24,000	30,396	54,396
44040	101 1960 Maintenance - vehicle/furniture/fixtures/equip	7,559	18,000	36,000	(7,579)	28,421
45140	101 1960 Professional services - animal control	3,408	3,000	6,000	908	6,908
46010	101 1960 Supplies	20,264	12,000	24,000	9,317	33,317
46020	101 1960 Agricultural program support	0	56,500	50,000	11,500	61,500
47050	101 1960 Safety equipment	0	200	400	(200)	200
47120	101 1960 Rent of equipment & machinery	1,498	900	1,800	522	2,322
47160	101 1960 Utilities	19,702	25,219	44,431	275	44,706
		<b>92,752</b>	<b>144,799</b>	<b>200,591</b>	<b>46,805</b>	<b>247,395</b>
		<b>231,282</b>	<b>156,552</b>	<b>507,699</b>	<b>39,714</b>	<b>551,708</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>101 - General Fund</b>						
<b>2000 - Fire</b>						
45928	101 2000 IGA for Fire Protection & EMS Services	226,600	226,600	453,200	0	453,200
		<b>226,600</b>	<b>226,600</b>	<b>453,200</b>	<b>0</b>	<b>453,200</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

Account	Account Description	1st Half Actuals	2nd Half Budget	Current Budget	Change Requested	Revised Budget
<b>101 - General Fund</b>						
<b>Summary of General Fund Revenues and Expenses</b>						
	Beginning cash and cash equivalents	5,771,148	4,730,308	5,771,148		5,771,148
	General Fund Revenues	1,929,066	1,896,556	3,814,299	(1,912)	3,812,387
	Department Expenditures					
	Executive Legislative	93,281	62,057	170,922	(14,953)	155,969
	Judicial	4,804	5,793	10,010	66	10,076
	Elections	0	0	0	0	0
	Financial Administration	71,985	71,762	144,945	(777)	144,168
	Planning and Zoning	198,126	195,713	380,696	19,590	400,286
	General Administration	383,059	333,764	726,562	(7,116)	719,446
	Police	5,828	7,386	14,773	(1,504)	13,269
	Parks/Animal Control/Streets	231,282	156,552	507,699	44,008	551,708
	Fire	226,600	226,600	453,200	0	453,200
	Total Fund Expenditures	1,214,966	1,059,626	2,408,807	39,315	2,448,122
	Excess (deficiency) of revenues or expenditures	714,101	836,930	1,405,492	(41,227)	1,364,266
	Cash balance before Capital & Transfers	6,485,249	5,567,238	7,176,641	(41,227)	7,135,414
	Capital Expenditures					
48010	101 9590 Capital building & structures	5,000	15,000	25,000	(5,000)	20,000
48020	101 9590 Capital equipment & machinery	0	0	0	0	0
48080	101 9590 Road & street improvements (4th Street)	1,749,941	2,572,243	4,887,975	(565,791)	4,322,184
48900	101 9590 Capital improvements other	0	0	0	0	0
	Total Capital Expenditures	1,754,941	2,587,243	4,912,975	(570,791)	4,342,184
	Other financing sources (uses)					
52001	101 3001 Agricultural Committee Special Fund	0	(2,000)	(2,000)	0	(2,000)
52001	101 3801 Purchase Real Property Reserve Fund	0	(355,548)	(355,548)	0	(355,548)
52001	101 4101 General Obligation Bonds Reserve	0	0	0	0	0
52001	101 9000 General Long Term Debt	0	0	0	0	0
52001	101 9211 Law Enforcement Protection Fund	0	(50,000)	(50,000)	0	(50,000)
	Total other financing sources (uses)	0	(407,548)	(407,548)	0	(407,548)
	Excess (deficiency) after capital expenditures & other financing sources (uses)	(1,040,840)	(2,157,861)	(3,915,031)	529,564	(3,385,466)
	Ending cash and cash equivalents	4,730,308	2,572,447	1,856,118	529,564	2,385,682

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>201 - Correction</b>						
	Beginning cash and cash equivalents	760	900	760		760
35005 201 0200	Corrections fee	140	160	320	(20)	300
	Total Fund Revenues	140	160	320	(20)	300
	Correction costs	0	0	0	0	0
	Total Fund Expenditures	0	0	0	0	0
	Excess / (deficiency)	140	160	320	(20)	300
	Ending cash and cash equivalents	900	1,060	1,080	(20)	1,060

## Village of Los Ranchos de Albuquerque Mid-Year Budget for 2018/2019 Fiscal Year

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>206 - Emergency Medical Service Fund</b>						
	Beginning cash and cash equivalents	0	0	0		0
37090 206 9206	State grant - EMS	0	0	0	0	0
	Total Fund Revenues	0	0	0	0	0
45928 206 9206	IGA for Fire Protection & EMS Services	0	0	0	0	0
	Total Fund Expenditures	0	0	0	0	0
	Excess / (deficiency)	0	0	0	0	0
	Ending cash and cash equivalents	0	0	0	0	0

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>209 - Fire Protection Fund</b>						
	Beginning cash and cash equivalents	0	23,280	0	0	0
37120 209 9209	State grant - Fire allotment	23,280	60,998	84,279	(0)	84,279
	Total Fund Revenues	23,280	60,998	84,279	(0)	84,279
45928 209 9209	IGA for Fire Protection & EMS Services	0	84,279	84,279	(0)	84,279
	Total Fund Expenditures	0	84,279	84,279	(0)	84,279
	Excess / (deficiency)	23,280	(23,280)	0	0	0
	Ending cash and cash equivalents	23,280	0	0	0	0

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

Account	Account Description	1st Half Actuals	2nd Half Budget	Current Budget	Change Requested	Revised Budget
<b>211 - Law Enforcement Protection Fund</b>						
	Beginning cash and cash equivalents	20,000	(25,822)	20,000		20,000
35010 211 9211	Law Enforcement Grant	0	0	0	0	0
	Total Fund Revenues	0	0	0	0	0
45929 211 9211	MOU for Public Safety Services	25,822	24,178	50,000	0	50,000
	Total Fund Expenditures	25,822	24,178	50,000	0	50,000
	Excess/(deficiency) of revenues over expenditures	(25,822)	(24,178)	(50,000)	0	(50,000)
	Other financing sources (uses)					
51001 211 9211	Operating Transfers In	0	50,000	50,000	0	50,000
52010 211 9211	Reversion	(20,000)	0	(20,000)	0	(20,000)
	Total other financing sources (uses)	(20,000)	50,000	30,000	0	30,000
	Excess deficiency after other financing sources (uses)	(45,822)	25,822	(20,000)	0	(20,000)
	Ending cash and cash equivalents	(25,822)	0	0	0	0

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>216 - Municipal Street Fund</b>						
	Beginning cash and cash equivalents	<u>230,277</u>	<u>61,608</u>	<u>230,277</u>		<u>230,277</u>
31240 216 9216	Gross receipts tax - infrastructure	77,926	72,926	153,713	(4,174)	149,539
32310 216 9216	Gasoline tax - street	16,649	19,098	36,000	0	36,000
32610 216 9216	Motor vehicle registration	<u>4,764</u>	<u>21,184</u>	<u>24,000</u>	<u>0</u>	<u>24,000</u>
	Total Fund Revenues	<u>99,338</u>	<u>113,208</u>	<u>213,713</u>	<u>(4,173)</u>	<u>209,540</u>
48080 216 9216	Road Improvements	<u>250,000</u>	<u>100,430</u>	<u>385,430</u>	<u>(20,000)</u>	<u>365,430</u>
	Total Fund Expenditures	<u>250,000</u>	<u>100,430</u>	<u>385,430</u>	<u>(20,000)</u>	<u>365,430</u>
	Excess / (deficiency)	<u>(150,662)</u>	<u>12,778</u>	<u>(171,717)</u>	<u>15,827</u>	<u>(155,890)</u>
	Ending cash and cash equivalents	<u>79,615</u>	<u>74,386</u>	<u>58,559</u>	<u>15,827</u>	<u>74,386</u>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>299 - Special - Other Funds</b>						
<b>3000 - Fine Arts</b>						
	Beginning cash and cash equivalents	8,634	13,018	8,634		8,634
34997	299 3000 Arts & crafts market revenue	0	4,620	4,620	0	4,620
	Total Fund Revenues	<u>0</u>	<u>4,620</u>	<u>4,620</u>	<u>0</u>	<u>4,620</u>
46010	299 3000 Supplies	897	450	450	80	530
46090	299 3000 Miscellaneous expense	510	270	975	(195)	780
47070	299 3000 Postage & mail service	0	25	25	0	25
47080	299 3000 Printing, publishing & advertising	2,977	985	2,290	1,334	3,624
47140	299 3000 Subscriptions & memberships	0	25	25	0	25
	Total Fund Expenditures	<u>4,384</u>	<u>1,755</u>	<u>3,765</u>	<u>1,219</u>	<u>4,984</u>
	Excess / (deficiency)	<u>4,384</u>	<u>2,865</u>	<u>855</u>	<u>(1,219)</u>	<u>(364)</u>
	Other financing sources (uses)					
52001	299 3000 Operating transfers out	0	(1,500)	(1,500)	0	(1,500)
	Total other financing sources (uses)	<u>0</u>	<u>(1,500)</u>	<u>(1,500)</u>	<u>0</u>	<u>(1,500)</u>
	Excess (deficiency) after other financing sources (uses)	<u>4,384</u>	<u>1,365</u>	<u>(645)</u>	<u>(1,219)</u>	<u>(1,864)</u>
	Ending cash and cash equivalents	<u>13,018</u>	<u>14,383</u>	<u>7,989</u>	<u>(1,219)</u>	<u>6,770</u>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>299 - Special - Other Funds</b>						
<b>3001 - Agricultural Committee</b>						
	Beginning cash and cash equivalents	1,021	(3,531)	1,021	0	1,021
34995	299 3001 Farmers' market revenue	255	4,390	4,715		4,715
	Total Fund Revenues	255	4,390	4,715	0	4,715
46010	299 3001 Supplies	0	700	700	0	700
46090	299 3001 Miscellaneous	160	50	50	160	210
47060	299 3001 Insurance-Non Employee	0	375	375	0	375
47080	299 3001 Printing, publishing, & advertising	4,892	2,130	5,610	1,237	6,847
47120	299 3001 Rent of equipment & machinery	0	0	475	(475)	0
47140	299 3001 Subscriptions & memberships	0	100	100	0	100
	Total Fund Expenditures	5,052	3,355	7,310	922	8,232
	Excess / (deficiency)	(4,797)	1,035	(2,595)	(922)	(3,517)
Other financing sources (uses)						
51001	299 3001 Operating transfers in	0	3,500	3,500	0	3,500
	Total other financing sources (uses)	0	3,500	3,500	0	3,500
	Excess (deficiency) after other financing sources (uses)	(4,797)	4,535	905	(922)	(17)
	Ending cash and cash equivalents	(3,776)	1,004	1,926	(922)	1,004

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

Account	Account Description	1st Half Actuals	2nd Half Budget	Current Budget	Change Requested	Revised Budget
<b>299 - Special - Other Funds</b>						
<b>3002 - Scenic Byways &amp; MainStreet</b>						
	Beginning cash and cash equivalents	460	460	460		460
37234 299 3002	State grant - Other	0	0	0	0	0
	Total Fund Revenues	0	0	0	0	0
46010 299 3002	Supplies	0	460	460	0	460
	Total Fund Expenditures	0	460	460	0	460
	Excess / (deficiency)	0	(460)	(460)	0	(460)
	Ending cash and cash equivalents	460	0	0	0	0

**Village of Los Ranchos de Albuquerque**  
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<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>299 - Special - Other Funds</b>						
<b>3003 - Agri-Nature Center</b>						
	Beginning cash and cash equivalents	15,000	0	15,000		15,000
36019 299 3003	Contributions - Other	0	0	0	0	0
	Total Fund Revenues	0	0	0	0	0
48900 299 3003	Improvements	0	0	15,000	0	15,000
	Total Fund Expenditures	0	0	15,000	0	15,000
	Excess / (deficiency)	0	0	(15,000)	0	(15,000)
	Ending cash and cash equivalents	15,000	0	0	0	0

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>299 - Special - Other Funds</b>						
<b>Summary of Special - Other Funds Revenues and Expenses</b>						
	Beginning cash and cash equivalents	25,115	2,334	25,115		25,115
Department Revenues						
	Fine Arts	0	4,620	4,620	0	4,620
	Agricultural Committee	255	4,390	4,715	0	4,715
	Scenic Byways & MainStreet	0	0	0	0	0
	Agri-Nature Center	0	0	0	0	0
	<b>Total Fund Revenues</b>	<b>255</b>	<b>9,010</b>	<b>9,335</b>	<b>0</b>	<b>9,335</b>
Department Expenditures						
	Fine Arts	4,384	1,755	3,765	1,219	4,984
	Agricultural Committee	5,052	3,355	7,310	922	8,232
	Scenic Byways & MainStreet	0	460	460	0	460
	Agri-Nature Center	0	0	15,000	0	15,000
	<b>Total Fund Expenditures</b>	<b>9,435</b>	<b>5,570</b>	<b>26,535</b>	<b>2,141</b>	<b>28,675</b>
	Excess / (deficiency)	<b>(9,180)</b>	<b>3,440</b>	<b>(17,200)</b>	<b>(2,141)</b>	<b>(19,340)</b>
Other financing sources (uses)						
	Operating transfers in	0	3,500	3,500	0	3,500
	Operating transfers out	0	(1,500)	(1,500)	0	(1,500)
	<b>Total other financing sources (uses)</b>	<b>0</b>	<b>2,000</b>	<b>2,000</b>	<b>0</b>	<b>2,000</b>
	Excess (deficiency) after other financing sources (uses)	<b>(9,180)</b>	<b>5,440</b>	<b>(15,200)</b>	<b>(2,141)</b>	<b>(17,340)</b>
	Ending cash and cash equivalents	<b>15,935</b>	<b>7,774</b>	<b>9,915</b>	<b>(2,141)</b>	<b>7,774</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>311 - Capital Project Infrastructure</b>						
<b>3111 - Improvements 4th St - ID 13-1828 &amp; CN C3131828 (Reversion Date 06/30/2017)</b>						
37230 311 3111	State grant - other	4,298	58,752	63,049	0	63,049
	Total Fund Revenues	<u>4,298</u>	<u>58,752</u>	<u>63,049</u>	<u>0</u>	<u>63,049</u>
48080 311 3111	Capital expenditure - roadway	0	0	0	0	0
	Total Fund Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Excess / (deficiency)	<u>4,298</u>	<u>58,752</u>	<u>63,049</u>	<u>0</u>	<u>63,049</u>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>311 - Capital Project Infrastructure</b>						
<b>3113 - Improvements 4th Street - CN 3150909 (Reversion Date 06/30/2019)</b>						
37230 311 3113	State grant - other	254,226	86,274	340,500	0	340,500
	Total Fund Revenues	<u>254,226</u>	<u>86,274</u>	<u>340,500</u>	<u>0</u>	<u>340,500</u>
48080 311 3113	Capital expenditure - roadway	54,981	0	54,981	0	54,981
	Total Fund Expenditures	<u>54,981</u>	<u>0</u>	<u>54,981</u>	<u>0</u>	<u>54,981</u>
	Excess / (deficiency)	<u>199,244</u>	<u>86,274</u>	<u>285,519</u>	<u>0</u>	<u>285,519</u>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>311 - Capital Project Infrastructure</b>						
<b>3114 - Improvements 4th Street - CN 3162548 (Reversion Date 06/30/2020)</b>						
37230 311 3114	State grant - other	0	240,000	240,000	0	240,000
	Total Fund Revenues	<b>0</b>	<b>240,000</b>	<b>240,000</b>	<b>0</b>	<b>240,000</b>
48080 311 3114	Capital expenditure - roadway	113,692	177,159	240,000	0	240,000
	Total Fund Expenditures	<b>113,692</b>	<b>177,159</b>	<b>240,000</b>	<b>0</b>	<b>240,000</b>
	Excess / (deficiency)	<b>(113,692)</b>	<b>62,841</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>311 - Capital Project Infrastructure</b>						
<b>3115 - Improvements 4th Street - CN C3182619 (Reversion Date 06/30/2022)</b>						
37230	311 3115 State grant - other	0	200,000	200,000	0	200,000
	Total Fund Revenues	<b>0</b>	<b>200,000</b>	<b>200,000</b>	<b>0</b>	<b>200,000</b>
48080	311 3115 Capital expenditure - roadway	0	200,000	200,000	0	200,000
	Total Fund Expenditures	<b>0</b>	<b>200,000</b>	<b>200,000</b>	<b>0</b>	<b>200,000</b>
	Excess / (deficiency)	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>311 - Capital Project Infrastructure</b>						
	Beginning cash and cash equivalents	<b>(348,568)</b>	<b>(207,867)</b>	<b>(348,568)</b>		<b>(348,568)</b>
Department Revenues						
	Improvements 4th St - C3131828	4,298	58,752	63,049	0	63,049
	Improvements 4th St - C3150909	254,226	86,274	340,500	0	340,500
	Improvements 4th St - C3162548	0	240,000	240,000	0	240,000
	Improvements 4th St - C3182619	0	200,000	200,000	0	200,000
	<b>Total Fund Revenues</b>	<b>258,523</b>	<b>585,026</b>	<b>843,549</b>	<b>0</b>	<b>843,549</b>
Department Expenditures						
	Improvements 4th St - C3131828	0	0	0	0	0
	Improvements 4th St - C3130909	54,981	0	54,981	0	54,981
	Improvements 4th St - C3162548	113,693	177,159	240,000	0	240,000
	Improvements 4th St - C3182619	0	200,000	200,000	0	200,000
	<b>Total Fund Expenditures</b>	<b>168,674</b>	<b>177,159</b>	<b>494,981</b>	<b>0</b>	<b>294,981</b>
	<b>Excess / (deficiency)</b>	<b>89,849</b>	<b>407,867</b>	<b>348,568</b>	<b>0</b>	<b>548,568</b>
	Ending cash and cash equivalents	<b>(258,719)</b>	<b>200,000</b>	<b>(0)</b>	<b>0</b>	<b>200,000</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

Account	Account Description	1st Half Actuals	2nd Half Budget	Current Budget	Change Requested	Revised Budget
<b>312 - Capital Project Buildings</b>						
<b>3121 - Agri-Nature Center Improvements - ID 15-0734 (Reversion Date 06/30/2019)</b>						
37230	312 3121 State grant - other	22,363	62,843	88,249	0	88,249
	Total Fund Revenues	<u>22,363</u>	<u>62,843</u>	<u>88,249</u>	<u>0</u>	<u>88,249</u>
48010	312 3121 Capital expenditure - buildings	12,965	45,886	76,365	(10,000)	66,365
	Total Fund Expenditures	<u>12,965</u>	<u>45,886</u>	<u>76,365</u>	<u>(10,000)</u>	<u>66,365</u>
	Excess / (deficiency)	<u>9,398</u>	<u>16,957</u>	<u>11,884</u>	<u>10,000</u>	<u>21,884</u>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>312 - Capital Project Buildings</b>						
<b>3122 - Agri-Nature Center Improvements - ID 16-A2397 (Reversion Date 06/30/2020)</b>						
37230 312 3121	State grant - other	0	115,000	140,000	0	140,000
	Total Fund Revenues	<b>0</b>	<b>115,000</b>	<b>140,000</b>	<b>0</b>	<b>140,000</b>
48010 312 3121	Capital expenditure - buildings	0	115,000	140,000	0	140,000
	Total Fund Expenditures	<b>0</b>	<b>115,000</b>	<b>140,000</b>	<b>0</b>	<b>140,000</b>
	Excess / (deficiency)	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>312 - Capital Project Buildings</b>						
	Beginning cash and cash equivalents	<b>(11,884)</b>	<b>(6,957)</b>	<b>(11,884)</b>		<b>(11,884)</b>
Department Revenues						
	Improvements Agri-Nature ID 15-0734	22,363	62,843	88,249	0	88,249
	Improvements Agri-Nature ID 16-A2397	0	115,000	140,000	0	140,000
	<b>Total Fund Revenues</b>	<b>22,363</b>	<b>177,843</b>	<b>228,249</b>	<b>0</b>	<b>228,249</b>
Department Expenditures						
	Improvements Agri-Nature ID 15-0734	12,965	45,886	76,365	(10,000)	66,365
	Improvements Agri-Nature ID 16-A2397	0	115,000	140,000	0	140,000
	<b>Total Fund Expenditures</b>	<b>12,965</b>	<b>160,886</b>	<b>216,365</b>	<b>(10,000)</b>	<b>206,365</b>
	Excess / (deficiency)	<b>9,398</b>	<b>16,957</b>	<b>11,884</b>	<b>10,000</b>	<b>21,884</b>
	Ending cash and cash equivalents	<b>(2,487)</b>	<b>10,000</b>	<b>0</b>	<b>10,000</b>	<b>10,000</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>380 - Purchase Real Property Reserve Fund</b>						
<b>3801 - Purchase Real Property Reserve</b>						
	Beginning cash and cash equivalents	460,452	459,238	460,452		460,452
	Department Expenditures					
48040 380 3801	Property purchase	1,214	816,000	816,000	1,214	817,214
	Total Fund Expenditures	1,214	816,000	816,000	1,214	817,214
	Excess / (deficiency)	(1,214)	(816,000)	(816,000)	(1,214)	(817,214)
	Other financing sources (uses)					
51001 380 3801	Operating transfers in	0	355,548	355,548	0	355,548
	Total other financing sources (uses)	0	355,548	355,548	0	355,548
	Excess (deficiency) after other financing sources (uses)	(1,214)	(460,452)	(460,452)	(1,214)	(461,666)
	Ending cash and cash equivalents	459,238	(1,214)	0	(1,214)	(1,214)

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>399 - Capital Project - Other</b>						
<b>3900 - Park Land and Plaza Reserve</b>						
	Beginning cash and cash equivalents	<u>31,112</u>	<u>31,112</u>	<u>31,112</u>		<u>31,112</u>
	Department Revenues					
36015 399 3900	Cash in lieu of land dedication	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Total Fund Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Department Expenditures					
48040 399 3900	Land acquisition	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Total Fund Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Excess / (deficiency)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Ending cash and cash equivalents	<u>31,112</u>	<u>31,112</u>	<u>31,112</u>	<u>0</u>	<u>31,112</u>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>401 - General Obligation Bonds</b>						
<b>1830 - General Obligation Bonds</b>						
	Beginning cash and cash equivalents	0	(180,173)	0	0	0
31500 401 1830	Property taxes - current	62,670	190,188	253,442	5,225	258,667
31510 401 1830	Property taxes - delinquent	11,001	0	5,122	5,880	11,001
	<b>Total Fund Revenues</b>	<b>73,672</b>	<b>190,188</b>	<b>258,564</b>	<b>11,104</b>	<b>269,668</b>
49010 401 1830	Debt service principal	200,000	0	200,000	0	200,000
49020 401 1830	Debt service interest	59,653	55,403	115,055	0	115,055
	<b>Total Fund Expenditures</b>	<b>259,653</b>	<b>55,403</b>	<b>315,055</b>	<b>0</b>	<b>315,055</b>
	Excess / (deficiency)	<b>(185,981)</b>	<b>134,786</b>	<b>(56,491)</b>	<b>11,104</b>	<b>(45,387)</b>
	Other financing sources (uses)					
51001 401 1830	Operating transfers in	0	45,974	56,491	(10,518)	45,974
	<b>Total other financing sources (uses)</b>	<b>0</b>	<b>45,974</b>	<b>56,491</b>	<b>(10,518)</b>	<b>45,974</b>
	Excess (deficiency) after other financing sources (uses)	<b>(185,981)</b>	<b>180,759</b>	<b>(0)</b>	<b>587</b>	<b>587</b>
	Ending cash and cash equivalents	<b>(185,981)</b>	<b>587</b>	<b>(0)</b>	<b>587</b>	<b>587</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>410 - General Obligation Bonds Reserve Fund</b>						
<b>4101 - General Obligation Bonds Reserve</b>						
	Beginning cash and cash equivalents	<b>943,051</b>	<b>943,051</b>	<b>943,051</b>		<b>943,051</b>
	Other financing sources (uses)					
51001 410 4101	Operating transfers in	0	0	0	0	0
52001 410 4101	Operating transfers out	0	<b>(45,974)</b>	<b>(56,491)</b>	10,518	<b>(45,974)</b>
	Total other financing sources (uses)	<b>0</b>	<b>(45,974)</b>	<b>(56,491)</b>	<b>10,518</b>	<b>(45,974)</b>
	Excess (deficiency) after other financing sources (uses)	<b>0</b>	<b>(45,974)</b>	<b>(56,491)</b>	<b>10,518</b>	<b>(45,974)</b>
	Ending cash and cash equivalents	<b>943,051</b>	<b>897,078</b>	<b>886,560</b>	<b>10,518</b>	<b>897,078</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>505 - Agri-Nature Center Farm Camps</b>						
<b>1500 - Farm Camps</b>						
	Beginning cash and cash equivalents	<b>60,946</b>	<b>55,911</b>	<b>60,946</b>		<b>60,946</b>
Department Revenues						
36065	505 1500 Farm camp revenue	0	30,000	30,000	0	30,000
	Total Fund Revenues	<b>0</b>	<b>30,000</b>	<b>30,000</b>	<b>0</b>	<b>30,000</b>
Department Expenditures						
41040	505 1500 Wages-Temporary	3,847	13,074	16,921	0	16,921
41050	505 1500 Overtime wages	0	0	0	0	0
42010	505 1500 FICA regular	239	811	1,049	0	1,049
42020	505 1500 FICA medicare	56	190	245	0	245
42080	505 1500 Workers' compensation assessment	0	12	12	0	12
		<b>4,141</b>	<b>14,086</b>	<b>18,227</b>	<b>0</b>	<b>18,227</b>
46010	505 1500 Supplies	264	1,900	2,150	14	2,164
46090	505 1500 Miscellaneous	0	150	150	0	150
47040	505 1500 Training	0	500	500	0	500
47080	505 1500 Printing, publishing, & advertising	0	500	500	0	500
47210	505 1500 Workers compensation insurance	630	0	634	(4)	630
		<b>894</b>	<b>3,050</b>	<b>3,934</b>	<b>10</b>	<b>3,944</b>
	Total Fund Expenditures	<b>5,035</b>	<b>17,136</b>	<b>22,161</b>	<b>10</b>	<b>22,171</b>
	Excess / (deficiency)	<b>(5,035)</b>	<b>12,864</b>	<b>7,839</b>	<b>(10)</b>	<b>7,829</b>
	Ending cash and cash equivalents	<b>55,911</b>	<b>68,775</b>	<b>68,785</b>	<b>(10)</b>	<b>68,775</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
<b>900 - General Long Term Debt</b>						
<b>9000 - General Long Term Debt</b>						
	Beginning cash and cash equivalents	0	0	0		0
	Department Expenditures					
49040 900 9000	Luthy Note #2 Principal	0	0	0	0	0
49045 900 9000	Luthy Note #2 Interest	0	0	0	0	0
49050 900 9000	Luthy Note #3 Principal	0	0	0	0	0
49055 900 9000	Luthy Note #3 Interest	0	0	0	0	0
	Total Department Expenditures	0	0	0	0	0
	Excess / (deficiency)	0	0	0	0	0
	Other financing sources (uses)					
51001 900 9000	Operating transfers in	0	0	0	0	0
	Total other financing sources (uses)	0	0	0	0	0
	Excess (deficiency) after other financing sources (uses)	0	0	0	0	0
	Ending cash and cash equivalents	0	0	0	0	0

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

Account	Account Description	1st Half Actuals	2nd Half Budget	Current Budget	Change Requested	Revised Budget
<b>Summary of Revenues and Expenditures</b>						
	Beginning cash and cash equivalents	7,182,409	5,854,172	7,182,409		7,182,409
Revenue						
	General Fund	1,928,966	1,896,556	3,814,299	(1,912)	3,812,387
	Correction	140	160	320	(20)	300
	Emergency Medical Service Fund	0	0	0	0	0
	Fire Protection Fund	0	60,998	84,279	(0)	84,279
	Municipal Street Fund	99,338	113,208	213,713	(4,173)	209,540
	Special - Other Fund	255	9,010	9,335	0	9,335
	Capital Project Infrastructure	258,523	585,026	843,549	0	843,549
	Capital Project Buildings	22,363	177,843	228,249	0	228,249
	Purchase Real Property Reserve Fund	0	0	0	0	0
	Capital Project - Other	0	0	0	0	0
	General Obligation Bonds	73,672	190,188	258,564	11,104	269,668
	General Obligation Bonds Reserve Fund	0	0	0	0	0
	Agri-Nature Center Farm Camps	0	30,000	30,000	0	30,000
	General Long Term Debt	0	0	0	0	0
	<b>Total Revenues</b>	<b>2,383,256</b>	<b>3,062,990</b>	<b>5,482,308</b>	<b>4,999</b>	<b>5,487,307</b>
Expenditures						
	General Fund	2,549,135	3,646,870	7,321,782	(531,476)	6,790,306
	Correction	0	0	0	0	0
	Emergency Medical Service Fund	0	0	0	0	0
	Fire Protection Fund	0	60,998	84,279	(0)	84,279
	Law Enforcement Protection Fund	25,822	24,178	50,000	0	50,000
	Municipal Street Fund	250,000	100,430	385,430	(20,000)	365,430
	Special - Other Fund	9,435	5,570	26,535	2,141	28,675
	Capital Project Infrastructure	168,674	177,159	494,981	(200,000)	294,981
	Capital Project Buildings	12,965	160,886	216,365	(10,000)	206,365
	Purchase Real Property Reserve Fund	1,214	816,000	816,000	1,214	817,214
	Capital Project - Other	0	0	0	0	0
	General Obligation Bonds	259,653	55,403	315,055	0	315,055
	General Obligation Bonds Reserve Fund	0	0	0	0	0
	Agri-Nature Center Farm Camps	5,035	17,136	22,161	10	22,171
	General Long Term Debt	0	0	0	0	0
	<b>Total Expenditures</b>	<b>3,281,933</b>	<b>5,064,629</b>	<b>9,732,588</b>	<b>(758,112)</b>	<b>8,974,476</b>
	Excess (deficiency) of revenues over expenditures	<b>(898,676)</b>	<b>(2,001,639)</b>	<b>(4,250,279)</b>	<b>763,110</b>	<b>(3,487,169)</b>

**Village of Los Ranchos de Albuquerque**  
**Mid-Year Budget for 2018/2019 Fiscal Year**

<i>Account</i>	<i>Account Description</i>	<i>1st Half Actuals</i>	<i>2nd Half Budget</i>	<i>Current Budget</i>	<i>Change Requested</i>	<i>Revised Budget</i>
	Other financing sources (uses)					
	Operating transfers in	0	455,021	465,539	(10,518)	455,021
	Operating transfers out	0	(455,021)	(465,539)	10,518	(455,021)
	Reversion	(20,000)	0	(20,000)	0	(20,000)
	Total other financing sources (uses)	(20,000)	0	(20,000)	0	(20,000)
	Excess (deficiency) after other financing sources and (uses)	(918,676)	(2,001,639)	(4,270,279)	763,110	(3,507,169)
	Ending cash and cash equivalents	6,263,733	3,852,533	2,912,130	763,110	3,675,240

## **6. FINANCIAL BUSINESS**

**C. DISCUSSION AND APPROVAL OF  
RESOLUTION NO. 2019-1-2 OF THE MID-YEAR  
BUDGET REVIEW AND ADJUSTMENTS FISCAL  
YEAR 2018/2019**

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE  
RESOLUTION 2019-1-1

**WHEREAS**, the Governing Body in and for the Village of Los Ranchos de Albuquerque, State of New Mexico, developed a budget for fiscal year 2018/2019; and

**WHEREAS**, after a complete review and analysis for fiscal year 2018/2019 year-to-date and projected revenues and expenditures, management is recommending budget revisions; and

**WHEREAS**, the budget revisions are necessary, and funds are available from the appropriate sources; and

**WHEREAS**, after approval from the Department of Finance and Administration, Local Government Division, the recommended action shall be taken, and all necessary adjustments shall be made; and

**WHEREAS**, at a regular meeting of the Board of Trustees of the Village of Los Ranchos de Albuquerque, held on February 13, 2019, the recommended revisions to the budget were discussed.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Village of Los Ranchos de Albuquerque, State of New Mexico, that the 2018/2019 Fiscal Year Budget is revised as reflected in the "Change Requested" column on the ***Budget Worksheet for FY2018/2019 "Mid-Year Budget for 2018/2019 Fiscal Year"*** attached to this resolution

**PASSED, APPROVED, AND ADOPTED** by the Village of Los Ranchos de Albuquerque Board of Trustees this 13<sup>th</sup> day of February, 2019.

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Donald T. Lopez, Mayor

ATTEST:

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Marcy Bissell, Acting Village Clerk

## **8. OLD BUSINESS**

- A. DISCUSSION AND APPROVAL OF RESOLUTION 2018-12-2, A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT (“AMENDMENT”) AND SUPPLEMENTAL INDENTURE RELATING TO THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO INDUSTRIAL REVENUE BONDS (BOSQUE PREPARATORY SCHOOL PROJECT), SERIES 1999 (THE “BONDS”); APPROVING A CHANGE IN INTEREST RATE ON THE BONDS AND AMENDMENTS TO CERTAIN TERMS OF THE INSTALLMENT PURCHASE AGREEMENT; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT AND SUPPLEMENTAL INDENTURE. *\*Deferred from the December 12, 2018 Board of Trustees Meeting***

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO  
RESOLUTION NO. 2019-2-1

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT (“AMENDMENT”) AND SUPPLEMENTAL INDENTURE RELATING TO THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO INDUSTRIAL REVENUE BONDS (BOSQUE PREPARATORY SCHOOL PROJECT), SERIES 1999 (THE “BONDS”); APPROVING A CHANGE IN INTEREST RATE ON THE BONDS AND AMENDMENTS TO CERTAIN TERMS OF THE INSTALLMENT PURCHASE AGREEMENT; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT AND SUPPLEMENTAL INDENTURE.

WHEREAS, the Village of Los Ranchos de Albuquerque, New Mexico (the “Village”) is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, pursuant to Section 3-32-1 through 3-32-16, NMSA 1978, as amended, the Village issued its Village of Los Ranchos de Albuquerque, New Mexico Industrial Revenue Bonds (Bosque Preparatory School Project), Series 1999, in the original principal amount of \$4,000,000 (the “Bonds”) to finance the cost of a project consisting of certain land, buildings, facilities and improvements used by Bosque Preparatory School (“Bosque”) as its campus (the “Project”); and

WHEREAS, in connection with the Bonds, the Village and Bosque entered into an Installment Purchase Agreement to provide for (i) acquisition and construction of the Project with the proceeds of the Bonds, and (ii) the purchase of the Project from the Village by Bosque; and

WHEREAS, in connection with the Bonds, the Village entered into an Indenture of Trust, pursuant to which the Village collaterally assigned to the Trustee for the Bonds, for the benefit of the holder of the Bonds (the “Bondholder”), all of the Village’s right, title, and interest in the Installment Purchase Agreement (except certain Unassigned Rights, as defined in the Indenture of Trust); and

WHEREAS, Bosque and the Bondholder have agreed to amend certain terms of the Installment Purchase Agreement pursuant to an Amendment to Installment Purchase Agreement (the “Amendment”), and to change the interest rate on the Bonds pursuant to a Supplemental Indenture of Trust (the “Supplemental Indenture”); and

WHEREAS, forms of the Amendment and the Supplemental Indenture have been presented to the Board of Trustees of the Village (the “Board”) and the Board desires to approve the Amendment and the Supplemental Indenture and to authorize their execution and delivery.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Los Ranchos de Albuquerque, New Mexico that:

1. All actions previously taken by the Board and the Village and their respective officers and employees in connection with the Amendment and the Supplemental Indenture are hereby ratified, approved and confirmed.

2. The Amendment and Supplemental Indenture presented to the Board together with this Resolution are hereby approved and confirmed, subject to such revisions as are approved by the Mayor of the Village. The execution of the Amendment and the Supplemental Indenture by the Mayor of the Village shall be conclusive evidence of such approval. The Mayor of the Village is hereby authorized and directed to execute and deliver any and all papers, instruments and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Amendment, the Supplemental Indenture and all other transactions contemplated hereby and thereby.

3. Bosque is hereby appointed to conduct a public hearing on behalf of the Village and the Board pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

5. This resolution shall take effect immediately upon its adoption.

Passed by the Board of Trustees of the Village of Los Ranchos de Albuquerque, New Mexico this 9<sup>th</sup> day of January, 2019.

VILLAGE OF LOS RANCHOS DE  
ALBUQUERQUE, NEW MEXICO

By \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Village Clerk

AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT

THIS AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT dated \_\_\_\_\_, 2019 (this “Amendment”) is entered into by and between the VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO (the “Issuer”), and BOSQUE PREPARATORY SCHOOL (“Bosque”).

Capitalized terms used herein shall have the same meaning assigned to them in the Installment Purchase Agreement dated March 1, 1999 between the Issuer and Bosque (the “Agreement”) except as otherwise defined below.

W I T N E S S E T H:

WHEREAS, pursuant to the Act, the Issuer issued its \$4,000,000 Village of Los Ranchos de Albuquerque, New Mexico Industrial Revenue Bonds (Bosque Preparatory School Project), Series 1999 (the “Bonds”), the proceeds of which were used to finance the cost of a project consisting of certain land, buildings, facilities and improvements used by Bosque as its campus (the “Project”); and

WHEREAS, the Issuer and Bosque entered into the Agreement to provide for (i) acquisition and construction of the Project with the proceeds of the Bonds, and (ii) the purchase of the Project from the Issuer by Bosque; and

WHEREAS, pursuant to the Indenture, the Issuer collaterally assigned to the Trustee, for the benefit of the holder of the Bonds (the “Bondholder”), all of the Issuer’s right, title, and interest in the Agreement (except certain Unassigned Rights); and

WHEREAS, Bosque and the Bondholder have agreed to amend certain terms of the Agreement, and Bosque and the Issuer desire to enter into this Amendment in order to amend the Agreement as set forth herein; and

WHEREAS, the Issuer adopted Resolution No. \_\_\_\_\_ on January 9, 2019, which authorizes this Amendment and a Supplemental Indenture.

WHEREAS, Bosque’s Board of Trustees adopted a resolution on January \_\_, 2019 which authorizes this Amendment.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

Section 1. Section 6.2 of the Agreement is amended to read in its entirety as follows:

Section 6.2 Financial Reports. Bosque shall cause an annual audit of the books and accounts of Bosque to be made by independent certificated public accountants. Within 270 days after the end of Bosque's Fiscal Year, Bosque shall furnish to the Trustee a copy of such annual audit. Bosque shall also deliver to the holder of the Bonds additional financial statements within 30 days of a request for such additional financial statements. At the same time the annual audited financial statements are delivered by Bosque, Bosque shall also deliver to the Issuer and the Trustee a certificate in form and substance satisfactory to the Trustee, signed by Bosque's chief financial officer and dated as of the end of the preceding Fiscal Year, providing all financial calculations required herein and stating that such officer has reviewed the obligations of Bosque under this Agreement, and the Indenture and the performance of Bosque thereunder, and has consulted with such officers and employees of Bosque as he or she deemed appropriate and necessary for the purpose of delivering the certificate, and based on such review and consultation, certifies that no Event of Default and no event which with the giving of notice or the passing of time or both, would constitute an Event of Default has occurred and is continuing under the aforementioned documents. Bosque shall also, promptly upon receiving notice thereof, notify the Issuer and the Trustee in writing upon the occurrence of an Event of Default or any event which with the giving of notice or the passage of time or both would constitute an Event of Default under this Agreement, the Indenture, or any of the other Bond Documents.

Section 2. The following sections of the Agreement are deleted in their entirety:

- a. Section 6.3, Additional Indebtedness;
- b. Section 6.18, Capital Expenditures;
- c. Section 6.19, Income to Expense Ratio;
- d. Section 6.20, Current Ratio; and
- e. Section 6.22, Net Worth.

Section 3. Section 6.21 of the Agreement is amended to read in its entirety as follows:

Section 6.21 Debt Service Coverage Ratio. Bosque shall maintain on a consolidated basis a Debt Service Coverage Ratio of at least 1.1:1.0. As used herein, "Debt Service Coverage Ratio" means the ratio of Cash Flow to the sum of the current portion of long-term debt and the current portion of capitalized lease obligations, plus interest expense on all obligations. "Cash Flow" is defined as (a) net income, after income tax, (b) less income or plus loss from discontinued operations and extraordinary items, (c) plus depreciation, depletion, and amortization, (d) plus interest expense on all obligations, and (e) minus dividends, withdrawals, and other distributions. This ratio will be calculated at the end of each Fiscal Year, using the results of the twelve-month period ending with that reporting period. The current portion of

long-term liabilities will be measured as of the date twelve (12) months prior to the current financial statement.

Section 3. The Issuer and Bosque expressly intend and agree that this Amendment evidences a modification only of the Agreement and is not a novation. The Issuer and Bosque agree that except as expressly modified in this Amendment, all terms, covenants, warranties and certifications contained in the Agreement shall remain effective in their entirety.

[Signature pages follow]

IN WITNESS WHEREOF, the Issuer and Bosque have caused this Amendment to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

VILLAGE OF LOS RANCHOS DE  
ALBUQUERQUE, NEW MEXICO

By \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Village Clerk

BOSQUE PREPARATORY SCHOOL

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Bank of America Merrill Lynch, as owner of 100% of the outstanding Village of Los Ranchos de Albuquerque, New Mexico Industrial Revenue Bonds (Bosque Preparatory School Project), Series 1999, hereby consents to this Amendment pursuant to Section 8.4 of the Indenture.

BANK OF AMERICA MERRILL LYNCH

By: \_\_\_\_\_

Title: \_\_\_\_\_

SUPPLEMENTAL INDENTURE OF TRUST

by and between

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO

and

BANK OF AMERICA, N.A.

Securing

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO  
INDUSTRIAL REVENUE BONDS  
(BOSQUE PREPARATORY SCHOOL PROJECT)  
SERIES 1999

DATED: January \_\_, 2019

## SUPPLEMENTAL INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST dated as of January \_\_, 2019 is entered into by and between VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO, a municipal corporation existing under the laws of the State of New Mexico (the “Issuer”) and BANK OF AMERICA, N.A., a national banking association (the “Trustee”).

Capitalized terms used herein shall have the same meanings assigned to them in the Indenture of Trust dated as of March 1, 1999, between the Issuer and NationsBank, N.A. (the “Indenture”) except as otherwise defined below.

### W I T N E S S E T H:

WHEREAS, pursuant to the Act, the Issuer issued its Village of Los Ranchos de Albuquerque, New Mexico Industrial Revenue Bonds (Bosque Preparatory School Project), Series 1999, in the original principal amount of \$4,000,000 (the “Bonds”) to finance the cost of a project consisting of certain land, buildings, facilities and improvements used by Bosque Preparatory School (“Bosque”) as its campus (the “Project”); and

WHEREAS, in connection with the Bonds, the Issuer and Bosque entered into an Installment Purchase Agreement to provide for (i) acquisition and construction of the Project with the proceeds of the Bonds, and (ii) the purchase of the Project from the Issuer by Bosque; and

WHEREAS, in connection with the Bonds, the Issuer entered into an Indenture of Trust with NationsBank, N.A., pursuant to which the Issuer collaterally assigned to NationsBank, N.A., as Trustee, for the benefit of the holder of the Bonds (the “Bondholder”), all of the Issuer’s right, title, and interest in the Installment Purchase Agreement (except certain Unassigned Rights, as defined in the Indenture); and

WHEREAS, Bank of America, N.A. is the successor Trustee by merger and is vested with all of the title to the trust estate created under the Indenture, and is referred to herein as the “Trustee”; and

WHEREAS, Bank of America Merrill Lynch (the “Bondholder”) is the owner of 100% of the outstanding Bonds; and

WHEREAS, the Bondholder and Bosque have agreed to change the interest rate on the Bonds pursuant to this Supplemental Indenture of Trust (this “Supplemental Indenture”).

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

Section 1. The third paragraph of Section 2.1 of the Indenture is amended to read in its entirety as follows:

“As of January \_\_, 2019, (the date of closing for the Supplemental Indenture), the rate of interest payable on the Bonds shall be adjusted to a rate equal to 4.20%.

Section 2. The Form of Bond attached as Exhibit A to the Indenture is hereby amended and replaced with the Form of Bond attached to this Supplemental Indenture as Exhibit “A”.

Section 3. A payment schedule for the Bonds from the date of closing for the Supplemental Indenture until final maturity is attached hereto as Exhibit “B”.

Section 4. The Issuer and the Trustee expressly intend and agree that this Supplemental Indenture evidences a modification only of the Indenture and is not a novation. The Issuer and the Trustee agree that except as expressly modified in this Supplemental Indenture, all terms, covenants, warranties and certifications contained in the Indenture shall remain effective in their entirety.

[Signature pages follow]

IN WITNESS WHEREOF, the Village of Los Ranchos de Albuquerque, New Mexico has caused this Supplemental Indenture of Trust to be executed, attested and sealed in its name by its duly authorized officers, all as of the date first above written.

VILLAGE OF LOS RANCHOS DE  
ALBUQUERQUE, NEW MEXICO

By \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Bank of America, N.A., as Trustee, has caused this Supplemental Indenture of Trust to be executed in its name by its duly authorized officer, as of the date first above written.

BANK OF AMERICA, N.A.,  
as Trustee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Bank of America Merrill Lynch, as owner of 100% of the outstanding Village of Los Ranchos de Albuquerque, New Mexico Industrial Revenue Bonds (Bosque Preparatory School Project), Series 1999, hereby consents to this Supplemental Indenture of Trust.

BANK OF AMERICA MERRILL LYNCH

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"  
FORM OF BOND

NO. R-1

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF NEW MEXICO**

**VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO  
(BOSQUE PREPARATORY SCHOOL PROJECT)  
SERIES 1999**

DATED DATE: January \_\_, 2019

MATURITY DATE: April 1, 2027

**THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO** (the "*Issuer*"), being a duly incorporated municipality and existing pursuant to the laws of the State of New Mexico (the "*State*"), hereby promises to pay to

**BANK OF AMERICA MERRILL LYNCH**

or registered assigns (hereinafter called the "*Registered Owner*") the principal amount of

[ \_\_\_\_\_ ]

Interest on the Bonds shall be paid on the first day of each month, commencing on the first day of the month following the initial delivery of the Bonds. Interest on the Bonds shall accrue beginning on the date of initial delivery of the Bonds (as such date is shown on the records of the Trustee). Until adjusted as provided below, the unpaid principal balance of the Bonds shall bear interest at the rate of 4.20% per annum (calculated on the basis of a 360-day year based on the actual number of days elapsed)

Furthermore, if at any time an "*Event of Taxation*" (hereinafter defined) occurs, the rate of interest then payable on the Bonds shall increase by 300 basis points per annum, provided, however, that such interest rate shall not exceed the Highest Lawful Rate. The term "*Event of Taxation*" means the receipt by the Trustee of an opinion of nationally recognized bond counsel that interest on the Bonds no longer is excludable from gross income of the owner thereof for federal income tax purposes.

Commencing on April 1, 2002, 300 consecutive equal monthly installments of principal and interest, based on a 25-year amortization, shall be due and payable on the first day of each month, with one final installment of all unpaid principal and accrued interest payable at maturity. The amount of such payments shall be recalculated on the date of any interest rate adjustment so that the obligation shall amortize in equal monthly payments over the remaining term of the Bonds.

**NOTWITHSTANDING ANY OTHER PROVISIONS** of this Bond, interest payable on this Bond and so denominated, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable law (whether denominated as interest or as any other type of payment hereunder) shall not exceed, and shall automatically be reduced to, the maximum amount or rate of interest permitted by applicable law as from time to time in effect lawfully to be charged or received or contracted to be paid in respect of this Bond (the "*Highest Lawful Rate*"). If any payment be made, charged, or demanded that would, except for the provisions hereof, constitute interest in excess of the Highest Lawful Rate, the amount thereof exceeding such Highest Lawful Rate shall automatically and without further action of any Person apply as and constitute a reduction of the principal amount of this Bond, and shall be deemed to the fullest extent allowed by law to constitute and be the result of a mathematical and good faith error, it being expressly agreed and intended that no provision hereof shall constitute or be construed to constitute a contract or obligation for, or to require or authorize the payment or charging of, any amount demanded as or constituting interest in excess of the Highest Lawful Rate, and no such excess shall ever be due, payable, or contracted for hereunder.

**THE OWNER HEREOF** shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or from any source whatsoever except the payments and amounts described in the Indenture, the Agreement (all as defined herein), and this Bond. The Bonds are special and limited obligations payable solely as provided herein. **NEITHER THE STATE, THE ISSUER, NOR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF NEW MEXICO IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.**

**THE PRINCIPAL** of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. Amounts due on this Bond are payable from Bank of America Merrill Lynch (but solely from funds provided to it pursuant to the Agreement), which shall constitute and be defined as the "*Trustee*," "*Paying Agent*," and "*Bond Registrar*" for this series of Bonds. Interest and principal payments due on this Bond shall be paid (i) by check drawn upon the Paying Agent and mailed to the owner hereof at its address as it appears on the bond registration books of the Issuer, kept by the Bond Registrar (the "*Bond Registration Books*") on the fifteenth day of the calendar month immediately preceding such payment date (the "*Record Date*"), (ii) upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds, by wire transfer in immediately available funds to an account designated by such registered owner upon fifteen (15) days' prior written notice to the Trustee, or (iii) pursuant to other customary arrangements made by such registered owner and acceptable to the Paying Agent for such interest. The final payment of principal shall be paid to the owner hereof as shown on the Bond Registration Books upon surrender of this Bond to the Trustee at its corporate trust office in Albuquerque, New Mexico.

**THIS BOND** is one of a series of Bonds (the "*Bonds*") authorized and issued in the aggregate principal amount of \$4,000,000 for the purpose of financing the cost of certain educational facilities (the "*Project*") for Bosque Preparatory School ("*Bosque*"), under and pursuant to authority conferred by the Act, Ordinance No. 155 adopted by the Board of Trustees of the Issuer, as amended by Resolution No. \_\_\_\_\_ adopted by the Board of Trustees of the Issuer on January 9, 2019, and an Indenture of Trust, dated as of March 1, 1999, as amended by the Supplemental Indenture of Trust, dated as of January \_\_, 2019 (collectively, the "*Indenture*"), by and between the Issuer and the Trustee.

**THE TRANSFER** of the Bonds may be registered by the owner hereof in person or by his attorney or legal representative at the corporate trust office of the Bond Registrar in Albuquerque, New Mexico, but only in the manner and subject to the limitations and conditions provided in the Indenture and upon surrender and cancellation of the Bonds and execution of the Assignment hereon. Upon any such registration of transfer the Issuer shall cause to be executed and the Trustee shall authenticate and deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same series and maturity and bearing interest at the same rate or rates. Neither the Issuer nor the Trustee shall be required to make any exchange or registration of transfer of this Bond during the period from the 15th day of the calendar month immediately preceding any interest payment date to said interest payment date, or, in the case of any proposed redemption of Bonds or any portion thereof, during the 15 days immediately preceding the selection of Bonds or any portion thereof for such redemption or after this Bond or any portion thereof has been selected for redemption.

**ON ANY DATE**, the unpaid principal installments of this Bond are subject to optional prepayment or redemption, in whole or in part (and if in part, the unpaid principal installments shall be prepaid or redeemed in inverse order of principal installments maturity in the aggregate amount determined by Bosque, but in no event less than the aggregate amount of \$1,000 or a larger integral multiple of \$1,000), and may be prepaid or redeemed prior to their scheduled due dates, by the Trustee, at the option of Bosque, with funds furnished by Bosque, upon written notice of the exercise of the option to prepay or redeem delivered to the Trustee by Bosque, no later than the 30th day prior to the date of prepayment or redemption and upon written notice of redemption by the Trustee to the owner hereof no later than fifteen (15) days prior to the date of prepayment or redemption. The unpaid principal installments of this Bond may be so prepaid or redeemed at a prepayment or redemption price equal to the principal amount to be so prepaid or redeemed (the "*Prepaid Principal*") plus accrued interest to the date of such prepayment or redemption (the "*Prepayment Date*").

**IF THE DATE** for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the corporate trust offices of any Paying Agent or the Trustee are authorized by law or executive order to close, then, the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date of payment.

**IT IS HEREBY CERTIFIED AND COVENANTED** that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, exist, and been done in accordance with law; that this Bond is a special limited revenue obligation of the Issuer, and that the principal of, premium, if any, and interest on this Bond are payable from and secured by a lien on and pledge of the payments designated as Installment Purchase Payments (the "*Installment Purchase Payments*") to be paid, or caused to be paid, to the Trustee, pursuant to the Indenture and the Installment Purchase Agreement, dated as of March 1, 1999, as amended by the Amendment to Installment Purchase Agreement, dated as of January \_\_, 2019 (collectively, the "*Agreement*") by and between the Issuer and Bosque, and by an assignment by the Issuer to the Trustee of the Agreement to evidence Bosque's obligations to make Installment Purchase Payments under the Agreement to the Trustee. Bosque is unconditionally obligated (subject only to the provisions of the Agreement relating to merger, consolidation, and transfer of assets) to the Issuer and the Trustee to pay, or cause to be paid, without set-off, recoupment, or counterclaim, to the Trustee each Installment Purchase Payment for deposit into the Bond Fund created for the benefit of the owners of the Bonds by the Indenture (the "*Bond Fund*"), in aggregate amounts sufficient to pay and redeem, and provide for the payment and redemption of, the principal of, premium, if any, and interest on the Bonds, when due, subject to and as required by the provisions of the Agreement and the Indenture.

**THE BONDS** are secured by the Indenture whereunder the Trustee is custodian of the Bond Fund and is obligated to enforce the rights of the owners of the Bonds and to perform other duties in the manner and under the conditions stated in the Indenture. In case an "*Event of Default*," as defined in the Indenture, shall occur, the principal of the Bonds then outstanding may be declared to be due and payable immediately upon the conditions and in the manner provided in the Indenture. The Trustee may, and upon written request of the owners of at least a majority in principal amount of the Bonds then outstanding shall, waive any Event of Default and its consequences provided that an Event of Default in the payment of Debt Service on the Bonds must have been remedied and made good or such waiver must be consented to by the owners of all the Bonds then outstanding. The owner of this Bond shall have no right to institute any action, suit, or proceeding at law or in equity to enforce the Indenture except as provided in the Indenture; provided that nothing in the Indenture shall affect or impair the rights of the owner hereof to enforce the payment of the principal of, premium, if any, and interest on this Bond from the source and in the manner herein expressed. Reference is hereby made to the Indenture for additional provisions with respect to the nature and extent of the security for the Bonds; the rights, duties, and obligations of Bosque, the Issuer, the Trustee, and the owners of the Bonds; the terms upon which the Bonds are issued and secured; and the modification of any of the foregoing.

**THE ISSUER** also has reserved the right to amend the Indenture, as provided therein; and, under some (but not all) circumstances, amendments thereto must be approved by the owners of 66-2/3% in aggregate principal amount of the outstanding Bonds.

**UNTIL THIS BOND IS AUTHENTICATED** by the Trustee, this Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose.

**IN WITNESS WHEREOF**, the Village of Los Ranchos de Albuquerque, New Mexico has caused this Bond to be executed with the signatures of its duly authorized officers, and has caused its official seal to be printed hereon, all as of January \_\_, 2019.

**VILLAGE OF LOS RANCHOS DE  
ALBUQUERQUE, NEW MEXICO**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

(SEAL)

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds referred to in the within-mentioned Indenture.

BANK OF AMERICA MERRILL LYNCH,  
as Trustee

Date of Authentication: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ . Please insert Social Security or Taxpayer Identification number of Transferee \_\_\_\_\_

(Please print or typewrite name and address, including zip code of Transferee)

\_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney, to register the transfer of the within Bonds on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a securities transfer association ("*STA*") signature guarantee program. particular,

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Bond in every without alteration or enlargement or any change whatsoever.

EXHIBIT "B"

BOND PAYMENT SCHEDULE  
[To be provided by the Bondholder]

## **9. NEW BUSINESS**

- A. DISCUSSION AND APPROVAL AUTHORIZING THE CONTRACT BETWEEN THE VILLAGE OF LOS RANCHOS AND RED HAT HOPS, LLC FOR THE DESIGN AND CONSTRUCTION OF A .87 ACRE HOP YARD AT THE LARRY P. ABRAHAM AGRI-NATURE CENTER, 4920 RIO GRANDE BLVD. NW, LOS RANCHOS, NM 87107**



## Contract

This contract will be entered into by the Village of Los Ranchos (from now on referred to as the Village) and Red Hat Hops (from now on referred to as RHH) for the design and construction of a .87 acre hop yard at the Larry P. Abrahams Agri-Nature Center, 4920 Rio Grande Blvd, Los Ranchos, NM 87017.

1. The project is to be funded by the Village with consulting, design, and construction to be provided by RHH. Consultation and design have been completed free of charge to the Village. Additionally, since the Village is taking the lead at using public lands for demonstration, education, and experimentation in this new segment of agriculture in New Mexico, the usual RHH Project Management Fee of \$2000 has been waived.
2. Construction is scheduled to begin on or about 14 January 2019, or at a mutually agreed upon date between the Village and RHH, with an estimated completion no later than 31 March 2019.
3. RHH has agreed to construct this hop yard from start to finish, including field layout, pole prep and trellis construction, irrigation installation, and bed prep and planting, in conjunction with labor resources from the Village when available.
4. This contract is for the sole purpose of accurately billing the Village for labor costs to RHH. RHH will provide a weekly invoice to the Village for labor for the week. The Village will be responsible to pay invoices bi-weekly, no later than three business days after receipt of the previous two weeks invoices. Invoices can be paid by check (preferred) or direct wire transfer.
5. Labor costs are figured on a man hour basis. Crew size is at the discretion of RHH and may fluctuate week to week depending on the point of construction in the project. RHH will manage the construction while keeping the Los Ranchos Agriculture Director included in the process.

6. Following are estimated manhours required to complete each step of the project per one acre constructed. Keep in mind these are estimates only, based on RHH experience and may vary dependent on complications, etc. that may arise. Current manhour rate for RHH is \$13 per manhour.

- Trellis construction to include pole prep, pole set, anchor installation, tension cable install, and row cable install  
**390 manhours**
- Irrigation installation. This is impossible to estimate since every project is different.
- Hop Plant Bed Prep approximately **60 manhours**
- Planting 1250 plants or rhizomes approximately **120 manhours**

---

Date \_\_\_\_\_

**Thomas L. Brewer Jr.**

**Red Hat Hops**

---

Date \_\_\_\_\_

**Fergus Whitney**

**Village of Los Ranchos**

**9. NEW BUSINESS**

**B. DISCUSSION AND APPROVAL OF THE  
ADDENDUM TO RED HAT HOPS, LLC  
CONTRACT.**

**EXHIBIT A**  
**to**  
**Addendum to Red Hat Hops Contract**  
**Plans and Specifications**

## Addendum to Red Hat Hops Contract

This Addendum is intended to be attached to and be a supplement to that Red Hat Hops Contract (“**Contract**”) between *Red Hat Hops, LLC*, a New Mexico limited liability company (“**Red Hat Hops**”), and the *Village of Los Ranchos de Albuquerque*, a New Mexico municipal corporation (“**Village**”), with a signature date of \_\_\_\_\_, 2019. To the extent the provisions of this Addendum are in conflict with the Contract, the provisions of this Addendum shall control.

1. **Plans and Specifications.** The work to be performed is as described in the plans and specifications attached hereto as *Exhibit A*.

2. **Contractor’s License.** Red Hat Hops hereby represents to the Village that the work being performed pursuant to this Contract does not require a contractor’s license of any classification pursuant to the statutes and regulations governing contractors in the State of New Mexico.

3. **Indemnification.** Red Hat Hops hereby agrees to indemnify and hold the Village harmless from any claims or obligations of any kind or nature relating to the work performed by Red Hat Hops pursuant to the Contract and this Addendum. This indemnification will not be interpreted to apply to any claims related to the negligence of the Village, its agents, servants, or employees which would make this indemnification void or unenforceable under New Mexico law.

4. **Insurance.** Red Hat Hops hereby agrees to provide to the Village a certificate of insurance evidencing that Red Hat Hops has in full force and effect third-party liability insurance and property damage insurance in amounts approved by the Village.

5. **Materials.** The Village must approve the source and price of all materials purchased in the performance of the Contract prior to purchases by Red Hat Hops, if any.

6. **Quality of Construction.** Red Hat Hops agrees that all work will be done in a good and workmanlike manner, free of design or workmanship defects.

7. **Maximum Costs. Maximum Costs.** Red Hat Hops hereby represents the total cost of **labor only** for this project not to exceed the sum of \$9425. Since the Village approves invoice billing on a monthly basis, fifty percent, or \$4712.50 will be due prior to beginning construction. Twenty-five percent, or \$2356.25 will be billed and due at the half-way point, which will be when trellis construction is complete. Twenty-five percent, or \$2356.25 will be billed and due at project completion, as agreed upon by RHH and the Village Agriculture Director.

8. **Relationship of the Parties.** The Contract or this Addendum will not make Red Hat Hops, its owners, employees or contract laborers, partners or joint venturers with the Village. No person working on the project through Red Hat hops will be deemed to be an employee or agent of the Village for any purpose, notwithstanding reimbursement of labor cost to Red Hat hops.

9. **Effective Date.** The Contract and this Addendum will be deemed effective upon approval by the Board of Trustees of the Village.

10. **Entire Agreement/Modification.** The Contract and this Addendum comprise the entire understanding and agreement of the parties hereto on the subject matters therein contained and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns. The Contract and this Addendum may be modified only in writing and signed by the Red Hat Hops and the Village.

11. **Applicable Law; Venue.** The Contract and this Addendum will be construed under and in accordance with the laws of the State of New Mexico without regard to principles of conflicts of laws. Venue for any suit filed with respect to the enforcement, dispute, claim or interpretation of this Agreement shall be in Bernalillo County, New Mexico.

**Red Hat Hops, LLC,**  
a New Mexico limited liability company

**Village of Los Ranchos de Albuquerque,**  
a New Mexico municipal corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## **9. NEW BUSINESS**

**C. DISCUSSION AND APPROVAL AUTHORIZING THE CONTRACT BETWEEN THE VILLAGE OF LOS RANCHOS AND UNITE PRIVATE NETWORKS, LLC FOR THE RIGHT TO OWN, CONSTRUCT, OPERATE, MAINTAIN, UPGRADE, AND REPAIR INSTALLATION AND OPERATION OF A FIBER OPTICS NETWORK ALONG THE RIGHTS-OF-WAY WITHIN THE VILLAGE OF LOS RANCHOS..**

**LICENSE AGREEMENT**

between

VILLAGE OF LOS RANCHOS, NEW MEXICO

and

UNITE PRIVATE NETWORKS, LLC

Effective: March 1, 2019

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## LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between the Village of Los Ranchos, New Mexico, a municipal corporation ("Village"), and Unite Private Networks, LLC ("Licensee"), collectively, the "Parties." In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### Section 1. Definitions.

For the purposes of this License Agreement, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive.

(A) "Affiliate" means each person who falls into one or more of the following categories:

(1) Each person having, directly or indirectly, a controlling interest in Licensee.

(2) Each person in which Licensee has, directly or indirectly, a controlling interest.

(3) Each person that, directly or indirectly, is controlled by a third party which also directly or indirectly controls Licensee.

(4) Affiliate shall in no event mean any creditor of Licensee solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, Licensee.

(B) "Attachment" means any wire, optical fiber or other cable, or any related device, apparatus or auxiliary equipment, for the purpose of voice, video, or data transmission.

(C) "Business License" means the written authorization of the Village to engage in the business for which the license was issued.

(D) "Code" or "Village Code" means the Village Ordinances as amended from time to time.

(E) "CPI-U" means the Consumer Price Index for All Urban Consumers, U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

(F) "Easement" means an interest in and the right to use the real property of another, but not including licenses or leases.

(G) "Emergency" means those conditions which are not in the control of Licensee, including, but not limited to, natural disasters, civil disturbance and severe weather.

(H) "Facility" or "Facilities" means, collectively, any and all fiber optic cable or appurtenant facilities and any other property to be located in, upon, along, across, under or over the Village's Rights-of-Way.

(I) "Gross Revenue" includes any and all revenue received by Licensee for Services provided to customers through use of its Facilities including but not limited to: all revenues for Services charged on a flat rate, usage or mileage basis; all revenues from installation, connection or disconnection charges or fees; all revenues from penalties or charges to customers for checks returned from banks, net of bank costs paid; all revenues from equipment sold or rented to customers on customers' premises; all revenues from joint pole or conduit use; all revenues from charges for access to local and long distance networks (however, gross revenue shall not include such access revenues if a local exchange carrier has paid a franchise fee or license fee on any such revenue); all revenues from the authorized rental, lease, resale or use of any portion of Licensee's Facilities in the Village including plant, facilities or capacity leased to others; recoveries of bad debts previously written off and revenues from the sale or assignment of bad debts; all revenues from enhanced data service; all interconnect revenues from interexchange carriers (however, gross revenue shall not include interconnection services revenues received from any source if a local exchange carrier has paid a franchise fee or license fee on any such revenue; and all revenues from co-location connection fees. "Gross Revenue" shall not include: (a) any revenue or charges by Licensee to customers outside of the License Area; (b) any bad debt; provided, however, that any portion of such debt which is written off but subsequently collected shall be included in Gross Revenue in the period collected; (c) any gross receipts taxes on services furnished by Licensee that are imposed directly on any customer or user by the State, the Village or other governmental entity and which are collected by Licensee on behalf of said governmental unit, or (d) proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks.

(J) "License" means the nonexclusive privilege granted by the Village to Licensee to construct, operate and maintain its System in the Village's Rights-of-Way.

(K) "License Agreement" or "Agreement" means this agreement.

(L) "License Area" means the area within the jurisdictional boundaries of the Village and any area annexed by the Village during the term of this Agreement.

(M) "Licensee" means Unite Private Networks, LLC and its lawful successors or assigns.

(N) "Person" means a natural person or any form of business or social organization, including but not limited to the estate of a natural person, a corporation, limited-liability company, partnership, association, trust, or any other form of legal entity.

(O) "Public Improvement" means, by way of illustration and without limitation, any improvements for roadways and pavements, sidewalks, curbs and gutters, landscaping, street lights, foundations, poles and traffic signal conduits, water mains, sanitary and storm sewers, tunnels, subways, people movers, viaducts, bridges, underpasses, overpasses, public buildings or public structures, or other public installations or improvements which are to be used by the general public.

(P) "Public Regulation Commission" or "NMPRC" means the New Mexico Public Regulation Commission and its predecessors and successors.

(Q) "Rights-of-Way" means the surface of, and the space above and below, any and all public highways, streets, roads, alleys, avenues, tunnels, parkways, and Easements granted to the Village as the same now or may hereafter exist within the Village, including State highways now or hereafter established within the Village to whatever extent the Village may have jurisdiction to authorize the use of same for the purposes herein specified. Rights-of-way shall not include property that is under the control of the Village that is not a public right-of-way, including but not limited to Village owned or used buildings and structures, dedicated or other parks, Village owned utility and light poles, traffic signals, and pedestrian and bike paths.

(R) "Services" means dark fiber services, lit fiber services including without limitation private network services (including point-to-point, hub and local area network), optical and other Ethernet applications, Internet services, colocation services, data center services, cloud connection and related services, voice (through voice over the internet (voip) and switched voice), other customized network applications, any switched or other one-way or two-way transmission of voice or data, including but not necessarily limited to: services interconnecting interexchange carriers, services connecting interexchange carriers or competitive access carriers to local exchange providers, private line point-to-point service for end users, local exchange telephone services or other services directly regulated by the NMPRC. "Services" shall not include cable services as defined in Title 47, Chapter 5, Subchapter V-A of the United States Code, as amended (47 USCA § 521, et seq.) or as recognized by the FCC. Before proposing to provide such cable services in the Village, Licensee agrees to obtain a separate franchise or license from the Village for the provision of this service.

(S) "System" means the entirety of all Licensee Facilities.

(T) "Transfer" or "Assignment" means any transaction in which: (1) any ownership or other right, title or interest of more than five percent (5%) in Licensee or its Facilities is transferred, sold, assigned, leased or sublet, directly or indirectly, in whole or in part; (2) there is any change or transfer of control of Licensee or its Facilities; or (3) the rights and/or obligations held by Licensee under this Agreement are transferred, directly or indirectly, to another party. A "transfer" or "assignment" shall not include a mortgage,

pledge or other encumbrance as security for money owed.

(U) "Village" means the Village of Los Ranchos, a municipal corporation of the State of New Mexico in its incorporated form or in any subsequent consolidated, reorganized, enlarged, annexed or reincorporated form.

(V) "Village Administrator" means the person appointed by the Village Board of Trustees to perform such administrative functions of the Village government as may be required of him or her by the Village Board of Trustees or Village Charter, or his or her designee.

(W) "Village Board of Trustees" means the elected governing body of the Village.

## **Section 2. Term.**

This Agreement shall commence on the first day of March 2019 ("Effective Date"), and shall supersede all prior franchise, license or other agreements between the parties. This Agreement shall continue in full force and effect through June 31, 2028, or until this Agreement shall be terminated for noncompliance by Licensee with the terms and conditions imposed herein, or with such reasonable restrictions, limitations and regulations as the Village Board of Trustees may from time to time impose by ordinance, or until Licensee shall permit its corporate existence to expire without renewal, whichever of the foregoing shall first occur. The License shall not terminate solely by reason of a merger, sale or other consolidation if the NMPRC approves such merger, sale or other consolidation and a successor to Licensee assumes the obligations of Licensee hereunder.

## **Section 3. Non-Exclusivity.**

The License granted by this Agreement is not exclusive, and the Village hereby reserves the right, power, and authority to grant similar rights, privileges, permission and authority to any person at any time.

## **Section 4. Grant of License.**

Subject to the terms and conditions of this Agreement and applicable Village ordinances, the Village hereby grants Licensee the right to own, construct, operate, maintain, upgrade, and repair its System along the Rights-of-Way within the License Area, and the right to rent, use and occupy the Rights-of-way within the License Area, for the sole purpose of providing its Services.

## **Section 5. Limitations on Grant of License.**

5.1 LIMITATIONS. Nothing contained in this Agreement shall be construed as authorizing Licensee to use, or permit the use of any portion of its System for any purpose other than those reasonably necessary for the transmission

or distribution of its Services, unless prior written approval is obtained from the Village.

- 5.2 SHARED USE OF RIGHTS-OF-WAY. The right of Licensee to maintain Facilities in the Rights-of-Way pursuant to this Agreement and the Village Code shall be equal to similar rights of other utilities, except that earlier-installed facilities shall have a prior right to occupy the necessary and reasonable amount of space in the Rights-of-Way.
- 5.3 LICENSEE'S ACQUISITION OF PROPERTY RIGHTS. Licensee shall not acquire as a result of the location of its Facilities in any existing or proposed Rights-of-Way, even though such location was approved by the Village, any vested right or interest in any particular Rights-of-Way location by virtue of the License.
- 5.4 AMERICANS WITH DISABILITIES ACT ("ADA").
- (a) Facilities installed in the Rights-of-Way during the term of this Agreement, or Facilities in the Rights-of-Way which are altered such that application of the ADA is triggered, shall comply with the requirements of the ADA.
  - (b) With respect to existing Facilities located in Rights-of-Way which prevent disabled persons' use of and access to buildings, structures, facilities, sidewalks, streets, alleys or other paths of travel in violation of the requirements of the ADA, the Licensee shall correct such violations in good faith, up to an annual maximum of \$50,000, which amount shall escalate annually in accordance with the CPI-U, during the term of the Agreement so long as access barriers caused by the Facilities remain ("ADA Fund").
  - (c) Licensee will meet periodically with the Village to coordinate and establish plans and time frames for removal of access barriers caused by the Facilities, with priority given to more serious access barriers. Further, within thirty (30) days of the Licensee's receipt of a notice of a third-party complaint from the Village or others identifying Facilities that may cause access barriers in violation of the ADA, the Parties shall meet to review the complaint and determine an appropriate response and required repair, if any. If repair is required, the Parties shall establish plans and time frames for the repair. Licensee's scope of work shall consist of removal and or relocation of Facilities, and the ADA Fund shall be limited to the costs to accomplish such work, including costs to acquire Easements for relocated Facilities, if necessary.
  - (d) Notwithstanding the Parties' efforts to eliminate access barriers in the Village, Licensee does not assume the Village's duties and obligations under the ADA, and nothing in this Agreement shall be

deemed by the Parties to modify the Licensee's obligations with regard to its Facilities under the ADA.

**Section 6. License Fees; Payments; Other Consideration and Financial Controls.**

- 6.1 LICENSE FEE. As compensation for the benefits and privileges granted under this Agreement and in consideration of permission to rent, use and occupy the Village Rights-of-Way, Licensee shall pay as a License Fee to the Village throughout the duration of this Agreement, an amount equal to three percent (3%) of Licensee's annual Gross Revenues provided that Licensee shall not pay less than SIX THOUSAND DOLLARS (\$6,000.00) annually, paid in quarterly installments. The minimum annual fee shall be trued up in the December payment for the prior calendar year.
- 6.2 PAYMENTS. License Fee payments to the Village, whether computed or assessed at the minimum, shall be computed and paid quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after said dates. Licensee's pro-rated initial payment shall be due and payable no later than March 31, 2019.
- 6.3 ACCEPTANCE OF PAYMENT AND RECOMPUTATION. No acceptance of any payment shall be construed as an accord by the Village that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Village may have for further or additional sums payable or for the performance of any other obligation of Licensee.
- 6.4 LICENSE FEE REPORTS. Each payment shall be accompanied by a written report to the Village, verified by an authorized representative of Licensee, containing an accurate statement in summarized form, as well as in detail, of Licensee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the System.
- 6.5 ANNUAL LICENSE FEE REPORTS. Licensee shall, within sixty (60) days after the end of each year, furnish the Village a statement stating the total amount of Gross Revenues for the year and all payments deductions and computations for the period. Such statement shall be audited by a certified public accountant, who may also be the chief financial officer or controller of Licensee, prior to submission to the Village. Such reports shall be subject to the audit provisions contained in Section 26.
- 6.6 LATE PAYMENTS. In the event any payment is not received within thirty (30) days in accordance with this Section, Licensee shall pay at the rate of

eight percent (8%) per annum, compounded quarterly calculated from the date the payment was originally due until the date the Village receives the payment.

- 6.7 UNDERPAYMENTS. If a net License Fee underpayment is discovered as the result of an audit, Licensee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Licensee remits the underpayment to the Village.
- 6.8 ALTERNATIVE COMPENSATION. In the event the obligation of Licensee to compensate the Village through License Fee payments is lawfully suspended or eliminated, in whole or part, then Licensee shall pay to the Village compensation equivalent to the compensation paid to the Village by other similarly situated users of the Village's Rights-of-Way, provided that in no event shall such payments exceed the equivalent of three percent (3%) of Licensee's Gross Revenue.

**Section 7. Licensee's Use of Village Property.**

- 7.1 LICENSEE'S FUTURE ATTACHMENTS TO VILLAGE PROPERTY. The License granted herein does not authorize Licensee to attach any part of its Facilities to Village property located within or outside of the Rights-of-Way until and unless Licensee has entered into a separate written agreement with the Village for the rights of attachment and use. Nothing in this Agreement obligates the Village to approve Licensee's attachments to any use of any particular Village property, and the Village may, in its sole discretion, withhold its consent to any such proposed attachments and use.
- 7.2 LICENSEE'S PRIOR ATTACHMENTS TO VILLAGE PROPERTY. If Licensee has attached some of its Facilities to Village property without separate written agreements with the Village authorizing the attachments to and use of such property, then no later than six months after the Effective Date of this Agreement, Licensee shall provide the Village a list of all Village-owned, known facilities to which Facilities are attached. Licensee shall notify the Village of additional attachments to Village facilities within a reasonable amount of time, as it becomes aware of them throughout the course of Licensee's normal operations, but no less than semiannually.
- 7.3 INDEMNIFICATION OBLIGATIONS. Licensee acknowledges that its indemnification obligations under Section 23 of this Agreement extend to any and all claims or liabilities of whatever nature arising out of Licensee's attachments to or use of Village property.

**Section 8. Third-Party Attachment to Licensee's Facilities; Undergrounding; Pole Ownership.**

- 8.1 PRIOR AUTHORIZATION BY VILLAGE REQUIRED FOR ATTACHMENT TO LICENSEE'S FACILITIES BY THIRD-PARTY. Licensee shall not allow the attachment to any of its Facilities in the Rights-of-Way by a third

party unless the third party is authorized by the Village, as follows:

- (a) Upon a third party's initial request to enter into an attachment agreement, Licensee shall notify Village in writing of the name and address of such third party;
- (b) Upon verification by Village that said third party is duly licensed, franchised or otherwise permitted to occupy the Rights-of-way, or if no response is provided by Village within 45 days after Licensee's notification to Village, Licensee may permit such third party to attach its facilities to Licensee's Facilities within the Rights-of-Way;
- (c) If the third party presents written confirmation from the Village of its legal right to use the Rights-of-Way, including but not limited to an appropriate franchise agreement, rights-of-way agreement, license agreement or similar agreement between the Village and the third party, Licensee shall not be required to verify the third party's status with the Village.

- 8.2 UNAUTHORIZED USE OF RIGHTS-OF-WAY; ENFORCEMENT. Licensee acknowledges that, notwithstanding any legal rights that a telecommunications provider, cable television provider or any other service provider may have to use the Licensee's Facilities in Rights-of-Way, including pole attachments, the Village retains a paramount interest in managing the Rights-of-Way. The Village shall be solely responsible for enforcement of its permitting requirements as a result of a third party's use of Facilities. If Licensee permits a third party to use its Facilities without satisfying the requirements of Subsection 7.1, it may be subject to a claim for liquidated damages pursuant to Section 22.
- 8.3 DISCLOSURE OF THIRD PARTIES' PRIOR ATTACHMENTS. If Licensee has previously permitted the attachment of third parties on some of its Facilities, then no later than six months after the Effective Date of this Agreement, Licensee shall provide the Village in writing the name and address of such third party, a general description of the location of such attachments, and copies of all pole attachment agreements or similar agreements concerning the use of Licensee's Facilities by third parties.
- 8.4 RELOCATION REQUIREMENTS. Whenever Licensee intends to relocate or place underground any of its overhead Facilities which are in the Rights-of-Way, Licensee shall, at the earliest date possible, provide written notice to the Administrator and to all third parties that have attached their own facilities to such overhead Facility of the anticipated relocation of the overhead Facility. Such notice shall include an estimated timetable for completion of the relocation taking into consideration third party attachments. As between the Village and Licensee, Licensee shall remain responsible for all claims and liabilities of whatever nature related to the overhead Facility until such time as such Facility has been completely

removed and the Rights-of-Way repaired and restored to the satisfaction of the Administrator.

**Section 9. Quality of Use; Construction; Maintenance; Expansion; Reconstruction.**

- 9.1 WORKMANLIKE MANNER. Licensee agrees that all of its System within the Village shall be installed, used and maintained in a good, workmanlike manner and in accordance with good engineering practices, and in compliance with all applicable laws, ordinances, rules and regulations of the United States, the State of New Mexico, and the Village from time to time in effect, including but not limited to applicable portions of the National Electrical Safety Code, and all applicable Village Code.
- 9.2 SAFETY AND QUIET ENJOYMENT OF PROPERTY. Licensee agrees that the installation, use, and maintenance of its System, including, but not limited to, all poles and power lines shall be attached and secured, or otherwise constructed and maintained, in such a manner as to avoid unreasonable danger to persons and property and as to cause minimum interference with the proper use of public roads or with any reasonable use and enjoyment of adjacent property by owners.
- 9.3 INTERFERENCE WITH VILLAGE FACILITIES. The installation, use and maintenance of Licensee's System within the Rights-of-Way shall be in a manner so as not to interfere with the placement, construction, use and maintenance of Village street lighting, drains, sewers, traffic signal systems or other Village systems that have been, or may be, authorized by the Village Board of Trustees, Village Administrator, or the Village Board of Trustees acting as the governing body of any special district or entity, now or hereafter created for any purpose.
- 9.4 PERMITS. Prior to the installation, construction, reconstruction, replacement, extension or relocation of any portion of the System authorized herein, Licensee shall apply for and obtain from the Village all applicable permits as the same may be required by Village Code. The Village shall issue such permit to Licensee on such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of this Agreement.
- 9.5 NOTICE TO ADJOINING PROPERTIES. Except in the case of an emergency, before commencing a project (for which Licensee, or its contractor, has pulled the applicable permit) in Rights-of-Way upon which residential property is located or is abutting thereto, Licensee shall notify such abutting residents at least two (2) days prior to the date that Licensee proposes to commence construction. Notice shall be in writing by one of the following methods: in person, or, by posted notice on the Rights-of-Way where the proposed project is scheduled to be built (which notice is to be capable of being read by passing motorists), or, by door hanger, or, by mail,

with a description of the proposed project and the name of Licensee and its telephone number.

- 9.6 RESTORATION OF RIGHTS-OF-WAY. With respect to projects for which Licensee, or its contractor, has pulled the applicable permit, Licensee shall, at its own expense, after installation, construction, relocation, maintenance, removal or repair of any of Licensee's Facilities within the Rights-of-Way, restore the surface of the Rights-of-Way and other Village property which may be disturbed or damaged by such work, to at least the same condition as it was in immediately prior to any such work. The Village shall have the final approval of the condition of the Rights-of-Way and any other Village property after restoration pursuant to the provisions of applicable Village Codes, ordinances, regulations, standards and procedures as now exist or may be hereafter amended or suspended.
- 9.7 SURVEY MONUMENTS. All survey monuments which are disturbed or displaced by Licensee in its performance of any work under this Agreement shall be referenced and restored by Licensee in accordance with all pertinent federal, state and local standards and specifications.

**Section 10. Work by Others; Abandonment of Rights-of-Way.**

- 10.1 VILLAGE AND OTHER UTILITY PROVIDERS. The Village reserves the right to lay and permit to be laid, sewer, gas, water, electrical, telecommunications, cable television and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work, and any attachment, restructuring or changes in aerial facilities that the Village Administrator requires in, across, along, over or under any Rights-of-Way occupied by Licensee, and to change any curb or sidewalk or the grade of any street. The Village also reserves the right to lay, construct, erect, install, use, operate, repair, remove, relocate, re-grade, widen, realign or maintain any public roads or any surfaces or subsurface improvements. In allowing work to be performed, the Village shall not be liable to Licensee for any damages, except those caused by the willful misconduct of the Village; provided, however, nothing herein shall relieve any other person or entity, including any contractor, subcontractor, or agent of the Village from liability for damages to Licensee.
- 10.2 ADJACENT PROPERTY OWNERS. In the event that during the term of this Agreement, the Village authorizes abutting landowners to occupy space under the surface of any Rights-of-Way, such grant to an abutting landowner shall be subject to the rights herein granted to Licensee.

**Section 11. Undergrounding of Facilities.**

Licensee acknowledges that the Village desires to promote a policy of undergrounding of Facilities within the License Area. Utility warrants that the placement of any proposed new Facilities, not in existence as of the effective date of this Agreement, will not be sited overhead except on 4<sup>th</sup> Street, where the Village may permit use of

overhead installations. If Utility's new Facilities are within an area or areas already served by existing third party utility providers and such third party providers are providing service entirely by overhead lines or facilities, Utility may make a written waiver of the requirement to construct the facilities underground with the Village Administrator, which request shall include the justification supporting the request along with any additional design or traffic control drawings requested to assist in evaluating the request. The Village Administrator shall provide a written response within fifteen (15) working days. Waivers may be granted if they do not adversely impact Village interests or public safety.

**Section 12. Relocation of Facilities.**

- 12.1 REMOVAL OR RELOCATION OF FACILITIES BY LICENSEE. Upon written notice from the Village, Licensee shall, at its own expense, remove, relocate, or reconstruct any portion of its Facilities as reasonably necessary to accommodate any Village Public Improvement, project and all other rights reserved by the Village in this Agreement.
- 12.2 PERMITS FOR REMOVAL OF FACILITIES. Licensee agrees to obtain a permit as required under Subsection 8.4, and to remove, relocate, or reconstruct said Facilities as provided herein.
- 12.3 NOTICE TO RELOCATE; LICENSEE'S ACKNOWLEDGMENT OF NOTICE TO RELOCATE; DESIGNATION OF NEW LOCATION.
  - (a) Upon initiation of a new public improvement project ("Improvement"), the Village shall notify the Licensee in a timely manner of the general scope of the Improvement and requirement to reconstruct, remove or relocate its Facilities ("Notice"). The Notice shall include the plans for the Improvement, which plan may include, as applicable, grading, utility (current and future utility locations and depths), trails, bridge and wall, and other designs and construction plans for the Improvement. Within thirty (30) days after receiving the Notice, the Licensee shall meet with the Village and establish a time schedule, mutually agreeable to the Parties, reasonable in the circumstances given the nature and scope of the work required for removal or relocation of said Facilities and based on standard practices in the construction industry.
  - (b) If Licensee identifies a recommended location for its relocated Facilities within the Rights-of-Way, the Administrator shall provide that location or a reasonable alternate location within the Rights-of-Way.
- 12.4 REVISION IN SCOPE OF WORK; EXTENSION OF TIME; APPEAL OF EXTENSION DENIAL. If, following the delivery of the plans for an Improvement there is a substantial change in the scope of the relocation work related to the Improvement, or other circumstances beyond the control and without the fault or negligence of Licensee, including, but not limited to,

changes in elevation or changes affecting Rights-of-Way alignment and widths of alignment, the Village shall notify Licensee of the substantial changes. Based on the substantial changes, Licensee may seek an extension of the schedule by written request submitted to the Administrator along with relevant supporting information. The Administrator shall grant such request if he or she determines additional time is required due to circumstances beyond the control and without the fault or negligence of Licensee. If the request for extension of time is denied, Licensee may appeal the denial to the Village Board of Trustees by notice to the Village Administrator within fourteen (14) days from the receipt of notice of denial. The decision of the Village Board of Trustees shall be final.

12.5 EMERGENCY RELOCATION; COST; CONTACT NUMBER. In the event an emergency posing a threat to public safety or welfare requires the relocation of Licensee's Facilities, the Village shall give Licensee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the Village, Licensee shall, at its own expense, respond as soon as reasonably practicable to relocate the affected Facilities. Licensee shall at all times keep the Village informed of Licensee's contact persons for emergencies and their telephone numbers where they can be reached twenty-four (24) hours a day. If the Facility or any part thereof is the cause of an emergency condition, and the Village determines that the situation makes it unreasonable to notify Licensee or await action by the Licensee, the Village may take over whatever actions it deems necessary to remedy the emergency situation at the sole expense of Licensee, and Licensee will reimburse the Village within thirty (30) days after the Village submits a bill to the Licensee for the costs of such actions. The Village shall not be liable to the Licensee for any damages or loss resulting from such actions.

12.6 THIRD PARTY REQUEST. Whenever any third party requires the relocation of Licensee's Facilities to accommodate work of such third party within the License Area, including requests by the Village on behalf of or for the benefit of such third party, Licensee shall have the right as a condition of any such relocation to require payment by such third party to Licensee, for any and all costs and expenses incurred by Licensee in the relocation of the Facilities. Any condition or requirement imposed by the Village upon any third party (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Licensee's Facilities shall be a condition or requirement causing relocation of Licensee's Facilities to occur in accordance with this subsection.

12.7 REMOVAL OF FACILITIES BY VILLAGE; DAMAGES. If Licensee fails to remove or relocate its Facilities as required by this Section, the Village may remove or relocate said Facilities and charge the cost of removal or relocation to Licensee. The Village will not be held liable for any losses or

damages resulting from the Village's removal or relocation of such Facilities. In addition to any other remedy for damages provided in this Agreement, the Village may recover from Licensee actual third-party damages incurred by the Village if Licensee fails to complete the reconstruction, removal or relocation of its Facilities within the time schedule established pursuant to this Section 11.

12.8 COOPERATION. The Village and Licensee will cooperate on the planning for the relocation and selection of a new location for any of Licensee's Facilities to minimize the cost of such relocation.

12.9 TEMPORARY REMOVAL; RELOCATION. If applicable, Licensee shall, on request of any person holding a permit to move a building, temporarily raise or lower its wires or cables to permit the movement of the building. The expense of temporary removal or raising or lowering of wires and cables shall be paid by the person requesting the same, and Licensee shall have the authority to require such payment in advance. Licensee shall be given at least thirty (30) days advance written notice to arrange for such temporary removal or relocation.

12.10 PRIOR RIGHTS OF LICENSEE. Notwithstanding any other provision of this Agreement to the contrary, if the Village requires Licensee to relocate any Facilities that are located in the Rights-of-way and Licensee holds an Easement on which such Facilities are located, the Village shall grant Licensee a replacement Easement. If the Village requires that Licensee relinquish an Easement it holds in the Rights-of-Way which does not have Licensee's Facilities located thereon, Licensee shall not be required to relinquish such Easement until the Village has either granted Licensee a replacement Easement within the Rights-of-Way or has compensated Licensee for its Easement.

### **Section 13. Village's Use of Facilities.**

13.1 JOINT USE AGREEMENT. During the term of this Agreement, and with respect to poles that are owned by Licensee (in whole or part), the Village may, subject to the Licensee's prior written consent, which shall not be unreasonably withheld, install and maintain Village-owned; street lights, communications equipment, wires and/or fiber.

13.2. INSTALLATION; MAINTENANCE. Installation and maintenance shall be done by the Village at its sole risk and expense, in accordance with all applicable laws, and subject to such reasonable requirements as Licensee may specify from time to time including, without limitation, requirements accommodating Licensee's Facilities or the facilities of other parties having the right to use Licensee's Facilities.

13.3 LIABILITY; DAMAGES. Except in the event of willful misconduct by

Licensee, Licensee shall have no obligation arising under the indemnity and insurance provisions of this Agreement as to any circumstances directly or indirectly caused by or related to such Village-owned lighting or communications equipment, wires and/or fiber or the installation or maintenance thereof.

- 13.4 COST; FEES. Licensee shall not bear any cost or expense in connection with any such Village installation and/or maintenance by the Village. Licensee may charge the Village an administrative fee for the purpose of reviewing an application and inspecting the installation, but shall not charge the Village any attachment, rental, or other fees for the use of Licensee's poles.

#### **Section 14. Coordination; Shared Excavations.**

- 14.1 COORDINATION. Licensee and the Village shall exercise reasonable efforts to coordinate any construction work that either may undertake within the License Area so as to promote the orderly and expeditious performance and completion of the work. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the License Area informed of its intent to undertake such construction work. Licensee and the Village shall further exercise reasonable efforts to minimize any delay or hindrance to any construction work undertaken by the other party or other utilities within the License Area.
- 14.2 SHARED EXCAVATIONS. If either the Licensee or the Village shall cause excavations to be made within the License Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (1) such joint use shall not delay the work of the party causing the excavation to be made; and (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

#### **Section 15. Business License.**

Licensee shall maintain a valid, unexpired business license and pay all applicable business license fees in accordance with Chapter 3, Article 1 of the Village Code during the entire term of this Agreement.

#### **Section 16. Conflicts between Village Code and Agreement.**

This Agreement hereby incorporates all applicable provisions of the Village Code. Any conflict between the provisions of this Agreement and the Village Code, except as otherwise provided in this Agreement, shall be resolved in favor of the provisions of the Village Code. The Village represents that it is unaware of any conflicts between this Agreement and the Village Code.

#### **Section 17. Public Records.**

- 17.1 ACKNOWLEDGMENT OF PUBLIC RECORDS LAW. Licensee acknowledges that information submitted to the Village is open to public inspection and copying in accordance with the New Mexico Inspection of Public Records Act.
- 17.2 IDENTIFYING CONFIDENTIAL RECORDS. Licensee may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the Village as confidential. Licensee shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the Village. The Village shall treat any information so marked as confidential until the Village receives any request for disclosure of such information. Within five (5) working days of receiving any such request, the Village shall provide Licensee with written notice of the request, including a copy of the request. Licensee shall have five (5) working days within which to provide a written response to the Village before the Village may disclose any of the requested confidential information. The Village retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

**Section 18. Records of Installation and Planning.**

- 18.1 POTENTIAL IMPROVEMENTS. Upon the Village's reasonable request, Licensee shall provide to the Village copies of any plans prepared by Licensee for potential improvements, relocations and conversions of its Facilities within the License Area; provided, however, any such plans so submitted shall be for Informational purposes only and shall not obligate Licensee to undertake any specific improvements within the License Area.
- 18.2 "AS-BUILT" DRAWINGS. The Village may inspect Licensee's drawings and maps at Licensee's offices upon reasonable notice. At no cost to the Village, Licensee shall supply the Village with a set of "as-built" drawings of its Facilities related to public works projects. Additional "as-built" drawings of other Facilities shall be provided to the Village for its use as the Parties reasonably agree. The drawings shall be submitted in the Licensee's standard format and may be delivered in either paper or electronic form at the discretion of the Licensee. Such additional drawings remain the property of Licensee and are to be held confidential for public safety and security concerns, are for the internal use of the Village, and shall not be provided to third parties unless the third party is working for the Village.
- 18.3 LOCATION DRAWINGS. Upon the Village's request, Licensee shall provide to the Village copies of available drawings in use by Licensee showing the location of its Facilities at specific locations within the License Area.
- 18.4 PUBLIC WORK PROJECTS. Upon the Village's request, in connection with the design of any Public Improvement or public works project, Licensee shall verify the location of its underground Facilities within the License Area

in accordance with the requirements of applicable law at no expense to the Village. In the event Licensee's verification requires excavation, any restoration of the disturbed area shall bring such area to substantially the same condition as existed immediately prior to the excavation.

18.5 USE OF DRAWINGS. Any drawings and/or information concerning the location of Licensee's Facilities provided by Licensee shall be used by the Village solely for management of the License Area, exercising due care for Licensee's safety and security concerns.

18.6 REQUIREMENT TO DISCLOSE LOCATION OF UTILITY FACILITIES. Notwithstanding the foregoing, nothing in this Section 18 is intended (nor shall be construed) to relieve either party of its respective obligations arising under applicable law with respect to determining the location of utility facilities.

### **Section 19. Service Interruption.**

Whenever it is necessary to shut off or interrupt services for the purposes of installing, maintaining, or using any of its Facilities, Licensee shall do so at such time as will cause the least amount of inconvenience to its customers, and unless such interruption is unforeseen and immediately necessary, it shall comply with all requirements set by law regarding service interruptions, including, if applicable, notice to its customers.

### **Section 20. Right of Acquisition.**

This Agreement shall not in any way or to any extent impair or affect the right of the Village to acquire the property of Licensee, either by purchase or through the exercise of eminent domain, and nothing herein contained shall be construed to contract away, modify, or abridge the Village's right to exercise the power of eminent domain.

### **Section 21. Transfers and Assignments.**

The following conditions for transfer or assignment of this Agreement and the License shall apply:

- (A) Licensee must give written notice to the Village of its intent to sell, transfer, assign, lease or otherwise dispose of, in whole or in part, voluntary or involuntary, any of the rights, privileges, permission, or authority granted pursuant to the provisions of this Agreement.
- (B) The intended buyer, transferee, assignee or lessee must hold a valid, unexpired Village business license.
- (C) If Licensee holds a certificate of convenience and necessity issued by the NMPRC, and transfer or assignment of its certificate of public convenience

and necessity has been approved by the NMPRC, the License may be transferred or assigned to the same person to whom the certificate of public convenience and necessity was transferred or assigned, or to such other person as approved by the NMPRC, without the prior approval of the Village Board of Trustees, except that the transferee or assignee must obtain a valid Village business license pursuant to the Village Code within thirty (30) days of the transfer or assignment, and Licensee and its transferee or assignee must provide a notarized document to the Village Administrator acknowledging the transfer or assignment and the assumption by the transferee or assignee of all terms and conditions of this Agreement, including all obligations and/or defaults under this Agreement occurring prior to the transfer (whether known or unknown), signed by Licensee's and its transferee's or assignee's respective officers duly authorized to do so, on a form approved by the Village Administrator.

**Section 22. Violation; Default; Remedies; Liquidated Damages.**

- 22.1** VIOLATION. Each condition of this Agreement is a material and essential condition to the granting of this License. Except for causes beyond the reasonable control of Licensee, if Licensee fails to comply with any of the conditions and obligations imposed hereunder, the Village shall deliver to Licensee a reasonably detailed written notice describing the violation on the part of the Licensee. If Licensee fails to correct such defect within thirty (30) days, the Village shall have the right to terminate this Agreement, in addition to any other rights or remedies set forth in this Agreement or provided by law.
- 22.2** CONDITIONS BEYOND REASONABLE CONTROL OF LICENSEE. If (i) the nature of the violation is such that it cannot be fully cured within thirty (30) days, or (ii) an intervening circumstance occurs which substantially impairs Licensee's ability to cure; and in either case Licensee so indicates in writing to the Village, the period of time for Licensee to cure the violation may be extended for such additional time reasonably necessary to complete the cure, provided that: (1) Licensee promptly begins its efforts to cure, and (2) Licensee diligently pursues its efforts to cure.
- 22.3** LIQUIDATED DAMAGES. If a violation has not been cured within the time allowed under Subsections 22.1 or 22.2, Licensee shall be liable for liquidated damages for failure to comply with the Village's requirements concerning the usage of the Village's Rights-of-way or other requirements of this Agreement: ONE HUNDRED DOLLARS (\$100.00) per day, and for each day such failure continues. In no event shall these damages exceed THREE THOUSAND DOLLARS (\$3,000).
- 22.4** NOT EXCLUSIVE REMEDY. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the

remedies herein provided are deemed to be cumulative.

- 22.5 WAIVER.** The Village reserves the right to waive any specific breach of the terms and conditions imposed by this Agreement, and such waiver shall not be deemed to be continuous with respect to any future breaches on the part of Licensee.
- 22.6 DENIAL OF PERMITS.** When in default of this Agreement, Licensee may be denied further encroachment, excavation or similar permits until such time as Licensee comes in compliance.

**Section 23. Indemnification and Hold Harmless.**

- 23.1 INDEMNIFY; DEFEND; HOLD HARMLESS.** Licensee, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, shall, at its own expense and throughout the terms of this Agreement, indemnify, defend, and hold harmless the Village and any of its elected or appointed officers and employees, from any and all claims, demands, actions or suits (including on and through any final appeal), damages, decrees, judgments, attorney fees, costs, and expenses which the Village, or such elected or appointed officers or employees, may suffer, or which may be recovered from, or obtainable against the Village, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the installation, use, or maintenance by Licensee of its System or the exercise by Licensee of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of Licensee in performing or failing to perform any of its obligations under this Agreement. Licensee is not, however, liable and is not required to indemnify or hold harmless the Village for any damages caused by the negligence of any agents, servants and/or employees of the Village.
- 23.2 RISKS ASSOCIATED WITH OPERATION OF LICENSEE'S FACILITIES; LIABILITY LIMITS.** Licensee shall assume all risks in its operations of Facilities and shall be solely responsible and answerable for any and all injuries to persons or property arising out of the existence or performance of this Agreement. The amounts and types of required insurance coverages, as set forth in this Agreement, shall in no way be construed as the limiting scope of indemnity or liability set forth in this Section.
- 23.3 RECOURSE FOR LOSS.** Licensee shall have no recourse whatsoever against the Village for any loss, cost, expense, or damage arising out of the enforcement or lack of enforcement of any provision or requirement of the Village Code or this Agreement.
- 23.4 DAMAGES RELATED TO UNTIMELY REMOVAL; RELOCATION.**

Licensee shall indemnify, hold harmless, and defend the Village, its elected or appointed officers and employees from claims for damages asserted by third parties against the Village, including but not limited to costs, expenses, fees, and the actual amount of damage asserted by third parties, arising from delays of reconstruction, removal, or relocation work of Licensee.

**23.5 NOTICE OF CLAIM; TERMINATION OF CLAIM.** In the event a claim against Licensee and the Village is received first by the Village, the Village will promptly notify Licensee of such claim. The parties will fully cooperate with each other in defense of such claim. The Village will not settle or otherwise compromise any claim covered by Licensee's indemnity without Licensee's written consent. Any claim against the Village which is covered by this section or compromised by Licensee shall contain written provisions in such settlement or compromise terminating with prejudice such claim against the Village.

**23.6 CLAIM PROCEDURES.** The following procedures shall apply to all claims for indemnification under this Section 23.

- (a) If the Village receives notice of or otherwise has actual knowledge of a claim which it believes is within the scope of indemnification owed to it under this Section 23 by Licensee, it shall by writing as soon as practicable:
  - (i) Inform the Licensee of such claim;
  - (ii) Send to Licensee a copy of all written materials the Village has received asserting such claims; and
  - (iii) Notify Licensee that either (1) the defense of such claims is being tendered to the Licensee or (2) the Village has elected to conduct its own defense for a reason set forth in Subsection 23.6 (e) below.

- (b) If the insurer under any applicable insurance policy accepts tender of defense, the Licensee and the Village shall cooperate in the defense as required by the insurance policy. If no defense is provided by insurers under potentially applicable insurance policies, then Subsections 23.6 (c), (d), (e) and (f) below shall apply.
- (c) If the defense is tendered to the Licensee, it shall within 45 days of said tender deliver to the Village a written notice stating that the Licensee:
  - (i) Accepts the tender of defense and confirms that the claims are subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter;
  - (ii) Accepts the tender of defense but with a "reservation of rights" in whole or in part; or
  - (iii) Rejects the tender of defense if it reasonably determines it is not required to indemnify against the claims under this Section 23.

If such notice is not delivered within such 45 days, the tender of defense shall be deemed rejected.

- (d) If the Village gives notice under Subsection 23.6 (a)(iii)(1) above, the Licensee shall have the right to select legal counsel for the Village, and the Licensee shall otherwise control the defense of such claims, including settlement, and bear the fees and costs of defending and settling such claims, including on and through any final appeal. During such defense:
  - (i) The Licensee shall at the Licensee's expense, fully and regularly inform the Village of the progress of the defense and of any settlement discussions; and
  - (ii) The Village shall, at the Licensee's expense, (1) fully cooperate in said defense, (2) provide to the Licensee all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to the Village, and (3) maintain the confidentiality of all communications between it and the Licensee concerning such defense.

- (e) Village shall be entitled to select its own legal counsel and otherwise control the defense of such claims if:
  - (i) The defense is tendered to the Licensee and it refuses the tender of defense, or fails to accept such tender within 45 days, or reserves any right to deny or disclaim such full indemnification thereafter; or
  - (ii) Village, at the time it gives notice of the claims or at any time thereafter, reasonably determines that (1) a conflict exists between it and the Licensee which prevents or potentially prevents the Licensee from presenting a full and effective defense, (2) the Licensee is otherwise not providing an effective defense in connection with the claims or (3) the Licensee lacks the financial capacity to satisfy potential liability or to provide an effective defense.
  - (iii) Village may assume its own defense pursuant to this Subsection 23.6 (e) by delivering to the Licensee written notice of such election and the reasons therefor. A refusal of, or failure to accept, a tender of defense may be treated by Village as claims against the Licensee.
- (f) If Village is entitled and elects to conduct its own defense, all reasonable costs and expenses it incurs in investigating and defending claims for which it is entitled to indemnification hereunder shall be reimbursed by the Licensee on a current basis. In the event the Village is entitled to and elects to conduct its own defense, then it shall have the right to settle or compromise the claims with the Licensee's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court, and with the full benefit of the Licensee's indemnity.

## **Section 24. Insurance.**

- 24.1** SECURING AND MAINTAINING INSURANCE. Licensee shall procure and maintain for the duration of the License insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Licensee, its agents, representatives or employees.
- 24.2** PROOF OF INSURANCE; POLICY LIMITS. Licensee shall provide evidence of an insurance certificate, together with an endorsement naming the Village, its elected and appointed officers and employees as additional insureds, to the Village for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Agreement or not later than ten (10) days after approval of this Agreement by the Village Board of Trustees, whichever comes sooner, and such insurance certificate shall

evidence the following minimum coverages:

- (a) General liability insurance \$500,000 per person and \$1,000,000 per occurrence;
- (b) Property Damage liability insurance \$250,000 aggregate with \$500,000 per occurrence; and
- (c) Workers' compensation insurance in accordance with State law.

**24.3** SINGLE PRIMARY; UMBRELLA POLICY. The minimum limits may be provided for through a single primary insurance policy providing such coverage or through addition of an umbrella policy written in excess of the general liability and automobile liability policies.

**24.4** CERTIFICATE OF INSURANCE REQUIREMENTS. Any certificate of insurance required by this Section 24 shall provide that the described policies and coverages will not be canceled or modified before the expiration date thereof, without the issuing company giving thirty (30) days written notice to the certificate holder and those named as additional insureds. In the event of any cancellation, modification or intent not to renew, Licensee shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this Section 24 by the cancellation or modification date.

**24.5** Any commercial insurance carrier providing any required coverage must have an A.M. Best rating of A-VII or higher.

**24.6** Any public utility company having a net worth in excess of ten million dollars (\$10,000,000) is not required to comply with the insurance requirements of this Section, if it furnishes to the Mayor its written election to be self-insured and satisfactory proof annually of such net worth. The self-insured company shall agree to be responsible for and shall hold the Village harmless against all claims and liabilities arising from the excavation or for entering into a substructure opening by the company, or its subcontractor, or anyone directly or indirectly employed by the company or its subcontractor for the same periods of time and types of acts or failure to act for which insurance coverage would otherwise be required by this Section.

## **Section 25. Security for Performance.**

**25.1** CASH DEPOSIT; PLEDGE OF CERTIFICATE OF DEPOSIT; LETTER OF CREDIT; PERFORMANCE BOND. No later than ten (10) days after approval of this Agreement by the Village Board of Trustees, Licensee, as security for compliance with the terms of this Agreement and applicable Village Code provisions, shall provide security to the Village in the form of

either cash deposited with the Village Administrator, or an irrevocable pledge of certificate of deposit, an irrevocable letter of credit, or a performance bond, payable in each instance to the Village, in an amount of TEN THOUSAND DOLLARS (\$10,000.00), to remain in full force and effect for the term of this Agreement, any or all of which may be claimed by the Village as payment for fees, liquidated damages and penalties, and to recover losses resulting to the Village from Licensee's failure to perform its duties pursuant to this Agreement.

**25.2 BOND CONDITIONS.** If bonds are used to satisfy these security requirements, they shall be in accordance with the following:

- (a) All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys' fees.
- (b) All bonds shall be issued by a surety company authorized to do business in the State of New Mexico, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision): companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.
- (c) Licensee shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney.
- (d) All bonds shall guarantee the performance of all Licensee's obligations under this agreement and all applicable laws

**25.3 REPLENISH SECURITY.** If at any time the Village draws upon such performance security, Licensee shall within thirty (30) days of notice from the Village replenish such performance security to the original minimum amount required by this Section 25.

**Section 26. Accounts; Records; Reports; Investigations; Late Payment Penalty.**

**26.1 RECORD KEEPING.** Licensee shall at all times maintain complete and accurate books of account and records regarding Licensee and operation of its System, including, without limitation, chart of accounts, account summary detail, books of account and records adequate to enable Licensee to demonstrate that at all times it has been in compliance with the License Agreement. The Village shall have the right to inspect, copy and audit the following at any time during normal business hours, and after giving reasonable advance notice of not less than fifteen (15) business days, at Licensee's office in the Albuquerque Metro Area: all books, receipts, as-built maps, financial statements, contracts, records of requests for service, computer records, legends, or any other records used in the normal course

of business and disks or other storage media and other like material which are appropriate in order to monitor compliance with the terms of this Agreement. This includes not only the books and records of Licensee, but any books and records, to the extent such books or records relate to a larger system of Licensee's affiliates, and upon a showing by the Village that such affiliates' records are necessary to monitor compliance with this Agreement. Licensee is responsible for collecting the information and producing it at the location specified above, and by accepting this License it affirms that it can and will do so. Licensee may request that the inspection take place at some other location, provided that: (1) Licensee must make necessary arrangements for copying documents selected by the Village after review; (2) Licensee shall maintain financial records that allow analysis and review of its Facilities located within the License Area; and (3) access to Licensee's records shall not be denied by Licensee for any reason, including alleged proprietary information.

- 26.2 RECORD RETENTION.** Licensee shall keep said records once an audit is commenced until completion of the audit.
- 26.3 RECORD REQUESTS BY VILLAGE.** Licensee shall provide records within fifteen (15) business days of a request by the Village for production of the same unless the Village agrees to additional time. Failure to provide records in a timely manner shall subject Licensee to liquidated damages under Section 22. If any person other than Licensee maintains records on Licensee's behalf Licensee shall be responsible for making such records available to the Village for auditing purposes pursuant to this Section.
- 26.4 AUDIT EXPENSE; ADDITIONAL PAYMENTS BASED ON AUDIT FINDINGS.** The Village's audit expenses shall be borne by the Village unless the audit discloses an underpayment in excess of five percent (5%) of the amount paid during the audit period, in which case the costs of the audit shall be borne by Licensee as a cost incidental to the enforcement of the License. The Village may re-compute any amounts determined to be payable under this Agreement based on this audit findings. Any additional amount due to the Village shall be paid within thirty (30) days following written notice to Licensee by the Village, and such delinquent amount shall be subject to a penalty of two percent (2%) simple interest a month on the unpaid balance, computed from the date the fees were due. Penalties and interest shall not be included in the determination of responsibility for audit costs.
- 26.5 VILLAGE'S REQUEST FOR ADDITIONAL INFORMATION.** The Village may require such additional information, records, and documents from Licensee from time to time as are appropriate and reasonable in order to monitor compliance with the terms of this Agreement.

**Section 27. Severability.**

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the parties and shall thereafter be binding on Licensee and the Village. If the terms of this Agreement are materially altered due to changes in or rulings regarding governing law, then the parties agree to negotiate in good faith to amend this Agreement so as to restore the original intent of Licensee and Village and preserve the benefits bargained for by each party.

**Section 28. No Third Party Beneficiary.**

It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Village with respect to third parties shall remain as imposed by New Mexico law.

**Section 29. Effect of Compliance Inspections.**

Any inspections or subsequent approvals undertaken by the Village pursuant to this Agreement are undertaken solely to ensure compliance with this Agreement and are not undertaken for the safety or other benefit of any individual or group of individuals as members of the public. Provisions of the Village Code dealing with inspection or approval by the Village do not expand the Village's general law duties, nor does any inspection or approval by the Village reduce or eliminate any liability of Licensee.

**Section 30. Notice to the Parties.**

Unless otherwise expressly stated herein, all notices shall be in writing and shall be sufficiently given and served upon the other party by personal service or by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

VILLAGE:

Village of Los Ranchos  
Attn: Director, Planning & Zoning Dept.  
6718 Rio Grande Blvd. NW  
Los Ranchos, NM 87107

With Copy to:

Village of Los Ranchos  
6718 Rio Grande Blvd. NW  
Los Ranchos, NM 87107  
Attn: Mayor's Office

LICENSEE:

Unite Private Networks, LLC  
7200 NW 86<sup>th</sup> St, Suite M  
Kansas City, MO 64153  
Attn: VP, Real Estate

With copy to:

Unite Private Networks, LLC  
7200 NW 86<sup>th</sup> St, Suite M  
Kansas City, MO 64153  
Attn: General Counsel

**Section 31. Force Majeure.**

The time within which Licensee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days performance is delayed due to force majeure, and Licensee shall not be subject to any penalty because of acts or failure to act due to force majeure. The term force majeure shall mean delays due to acts of God, fire, unavoidable casualty, construction delays due to weather, failure of suppliers, or for other similar causes beyond the control of Licensee, but does not include civil disturbances that have the potential to cause harm to Licensee's workforce.

**Section 32. Construction of Agreement.**

The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

**Section 33. Regulation of Rates and Service.**

As may be applicable, Licensee shall maintain and operate its Facilities and render efficient service in accordance with the rates, rules, tariffs, and regulations prescribed by the NMPRC.

**Section 34. Governing Law.**

This Agreement and the License granted herein will be governed by the laws of the State of New Mexico with respect to both their interpretation and performance.

**Section 35. Compliance with Federal, State and Local Laws; Police Power.**

Licensee shall at all times comply with all applicable federal, state and local laws, rules and regulations, including all ordinances, rules or regulations adopted in the future by the Village.

**Section 36. Section and Paragraph Headings.**

The headings of the sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

**Section 37. Survival of Provisions.**

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of this agreement, including, but not limited to, all of Licensee's indemnification obligations under Section 23 of this agreement.

**Section 38. Time of the Essence.**

The parties agree that time is of the essence with regard to the performance of Licensee's obligations under this agreement.

The parties have read and understood this License Agreement and agree to be bound by its terms.

VILLAGE OF LOS RANCHOS

By: \_\_\_\_\_

February \_\_, 2019

UNITE PRIVATE NETWORKS, LLC, Licensee

By: \_\_\_\_\_

February \_\_, 2019

## **9. NEW BUSINESS**

**D. PURSUANT TO NMSA 1978 § 3-11-5, VILLAGE EMPLOYEE SHALL BE APPOINTED BY RECOMMENDATION OF THE MAYOR AND CONFIRMED BY THE GOVERNING BODY WHEN A VACANCY IS FILLED.**

- 1. CONFIRMATION OF APPOINTED VILLAGE EMPLOYEES  
VILLAGE ADMINISTRATOR  
VILLAGE CLERK**

## **9. NEW BUSINESS**

**E. IN ACCORDANCE WITH THE VILLAGE OF LOS RANCHOS 2013 CODIFIED ORDINANCES CHAPTER 9 ARTICLE 2 SECTION 2 (A) MEMBERSHIP. THE PLANNING AND ZONING COMMISSION SHALL CONSIST OF SEVEN (7) MEMBERS WHO SHALL BE APPOINTED BY THE MAYOR WITH THE ADVICE AND CONSENT OF THE MEMBERS OF THE GOVERNING BODY:**

**1. PLANNING & ZONING COMMISSIONERS FOR 2019/2020:**

- a) JEFF PHILLIPS**
- b) TOM RICCOBENE**
- c) LYNN EBY**
- d) SANDRA PACHECO**
- e) DREW SEAVEY**
- f) AL PARK**
- g) DAN GAY**