

**VILLAGE OF ANGEL FIRE  
Council Regular Meeting Minutes  
Tuesday November 28<sup>TH</sup>, 2017 at the Village Hall**

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**Call to Order**

Mayor Cottam called the meeting to order at 5:30 PM

**Pledge of Allegiance**

Mayor Cottam called for the Pledge of Allegiance.

**Roll Call**

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Lanon, Councilor Larson attended via phone. Also present were Manager Rick Tafoya, Village Clerk Terry Cordova. A quorum was present.

**Approval of Agenda**

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

**Approval of Consent Agenda**

**1. Approval of November 7<sup>th</sup> Regular Council Meeting Minutes**

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

**Requests and Responses from the Audience (Limited to 3 minutes) –None**

**Announcements and Proclamations-None**

**Reports:**

- a. **Governing Body Report-None**
- b. **Manager’s Report**  
Manager Tafoya reported on the NLC Conference
- c. **Staff Report-None**
- d. **Committee Reports-None**

**Old Business-None**

**New Business**

**A. Discussion /Approval of Resolution 2017-44 a Resolution for the 2018 Regular Municipal Election**

Terry Cordova, Village Clerk explained that this was a requirement of the election code. Mayor Pro-tem Howe made the motion to approve resolution 2017-44 for the 2018 regular municipal election. Councilor Lanon seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Lanon-aye, Councilor Humbert-aye, Councilor Larson –aye by phone.

**B. Discussion/Approval of Resolution 2017-47a Resolution Approving a \$367,938 Loan Agreement with NMFA for the Purchase of a Motor Grader**

Bret Wier , Finance Director explained that to take advantage of record low interest rates and reduce the cost of ownership for the Village ,the finance department is recommending that the Village enter into a loan agreement with the New Mexico Finance Authority to purchase a CAT Motor Grader for the streets department . The loan payments have been designed to cost the Village approximately the same as leasing the grader. Mayor Pro-tem Howe made the motion to approve resolution 2017-47 a resolution authorizing THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF ANGEL FIRE, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (THE “FINANCE AUTHORITY”), IN THE PRINCIPAL AMOUNT OF \$367,938 FOR THE PURPOSE OF PURCHASING A MOTOR GRADER AND RELATED EQUIPMENT FOR THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$367,938, TOGETHER WITH INTEREST THEREON;

1 PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE  
2 UNDER THE LOAN AGREEMENT SOLELY FROM THE FIRST AND SECOND ONE-SIXTEENTH  
3 OF ONE PERCENT INCREMENTS (FOR A TOTAL OF ONE-EIGHTH OF ONE PERCENT) OF  
4 MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-  
5 19D-12, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE  
6 TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF  
7 MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE  
8 TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS  
9 FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT  
10 PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN;  
11 REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING  
12 THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY  
13 OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT. Councilor Lanon seconded.  
14 With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –  
15 aye, Councilor Lanon –aye, Councilor Humbert –aye, Councilor Larson-aye, by  
16 phone.  
17

18 Councilor Larson exited the meeting at this time.  
19

20 **C. Discussion / Approval of an Extension of the VFA Grant from New Mexico Energy,**  
21 **Minerals, and Natural Resources**

22 John Murtagh , Fire Chief explained that on June 30,2017 Council agreed to accept a  
23 VFA grant from the NM Energy, Minerals, and Natural Resources department so the fire  
24 department could purchase wildland firefighting equipment . The deadline within the  
25 grant was that all equipment was to be purchased and all invoices submitted to EMNRD  
26 for reimbursement by December 15, 2017. Due to a manufacturers delay in production,  
27 Angel Fire Fire department is unable to meet this deadline. We have requested an  
28 extension to this grant based on expected delivery dates. EMRD has granted an extension  
29 to March 15, 2018 and authored on amendment to the contract. Mayor Pro-tem Howe  
30 made the motion to approve State of New Mexico grant award agreement between the  
31 Energy, Minerals and Natural Resources Department and Village of Angel Fire  
32 amendment #1. Councilor Lanon seconded. With no further discussion the motion carried  
33 3-0

34 **D. Discussion/Approval of Task Order 2017-006A with HDR Engineering to Complete**  
35 **Village Core Area Roadway and Utilities Design**

36 Amos Torres , Utilities Superintendent explained that the Village contracted with HDR  
37 Engineering to complete a study for the Village core area roadway and utilities design  
38 .The study has been completed and approved by Village Council . The next step is to  
39 complete the design, survey, subsurface utility engineering and Geotech. Design is  
40 expected to be completed with five months from the Notice to proceed. The design is  
41 schedule to be completed in time to start construction in 2018 spring period. Councilor  
42 Lanon stated that in the past when Angel Fire used chip seal it did not hold up and that it  
43 needed to be maintained, will there be a maintenance program started. Manager Tafoya  
44 said yes here would be one. Mayor Pro-tem Howe made the motion to approve agreement  
45 for professional consulting services between the Village of Angel Fire and HDR  
46 Engineering task order number 2017-006A notice to proceed. Councilor Lanon seconded.

47 **E. Discussion/Approval of Task Order 2017-006B with HDR Engineering to Complete**  
48 **Village Wastewater Treatment Facility Improvement Design**

49 Amos Torres, Utilities Superintendent explained that the Village contracted with HDR  
50 Engineering to complete a study for the Village Wastewater Treatment Facility  
51 improvements. The study has been completed and approved by Village Council. The next  
52 step is to complete the design, survey, subsurface utility engineering and Geotech. Design  
53 is expected to be completed within eight months from the Notice to proceed. This is  
54 necessary to meet the NPDES permit requirement that were added with the new permit.  
55 Compliance period is identified within the Scope of Service and fee proposal, Project  
56 Understanding and Approach. Mayor Pro-tem Howe made the motion to approve

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agreement for professional consulting services between the Village of Angel Fire and HDR Engineering task order number 2017-006B notice to proceed. Councilor Lanon seconded. With no further discussion the motion carried 3-0.

Mayor Cottam introduced the newest employee Rosario Eppler who will be working in our Finance Department as receptionist / AR clerk.

Terry Cordova, HR Manager explained to Council some of the changes in employees in the Finance Department.

**Adjournment**

Mayor Cottam adjourned the meeting at 5:52 PM

**Passed, Approved and Adopted on this 12<sup>th</sup> day in December, 2017**

  
**Barbara Cottam, Mayor**

**ATTEST:**

  
**Terry Cordova, Village Clerk**

**VILLAGE OF ANGEL FIRE, NEW MEXICO  
RESOLUTION NO. 2017-48**

AUTHORIZING AND APPROVING SUBMISSION OF A  
COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE  
FOR PURCHASING SOLID WASTE TRANSFER VEHICLES  
AND EQUIPMENT.

WHEREAS, the Village of Angel Fire, New Mexico (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (“Act”), and the Village of Angel Fire Council (“Governing Body”) is authorized to issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority (“Finance Authority”) has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application (“Application”) for financial assistance from the Finance Authority for public projects; and

WHEREAS, the Governing Body intends to issue bonds for purchase by the Finance Authority or enter into a loan agreement with the Finance Authority to purchase a Solid Waste Transfer Vehicles and Equipment for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF ANGEL FIRE, NEW MEXICO:

Section 1. That all action (not inconsistent with the provisions hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.


Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Finance Authority for its review, and are further authorized to take such other action as may be requested by the Finance Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

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

Section 5. This resolution shall take effect immediately upon its adoption and approval.

**PASSED, APPROVED AND ADOPTED this 12th day of December, 2017.**

VILLAGE OF ANGEL FIRE, NEW MEXICO

By   
Barbara Cottam, Mayor

[SEAL]

ATTEST:

By   
Terry Cordova, Village Clerk



Rush Truck Centers of New Mexico, Inc.  
 6521 Hanover Road NW  
 Albuquerque, NM 87121  
 505-875-3410

www.rushtruckcenters.com

# Retail Sales Order

SALES ORDER		Date 11/22/2017	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		Village of Angel Fire Customer's Name PO BOX 610    Angel Fire    NM    87710 Street    City    State    Zip 85-0346751    (575) 377-6967 Federal Tax ID #    Business Phone    Fax	
Make Peterbilt	Series 567	Purchaser's Name	
Year 2018	Body Type	Street    City    State    Zip	
Color	Trim	Federal Tax ID #    Business Phone    Fax	
Serial #		Carlos Arreola By Salesman	
Stock #		Truck Will be Titled in _____ County.	
To be delivered on or about		LIENHOLDER INFORMATION	
CES CONTRACT # 16-019B-C105-ALL		Date of Lien	
PRICE INCLUDES:		Lien Holder	
-TWO (2) 2018 PETERBILT 567 TRACTORS			
-2-LINE WET KIT			
-VULCAN ON BOARD SCALE SYSTEM			
-THREE (3) KNL HOLDINGS STECO, INC / STEEL LIVE-FLOOR TRAILERS			
-1/8" HARDOX WALL - BULKHEAD - DOOR			
Sales Price	477,883.00	Draft Through	
Factory Paid F.E.T.	0.00		
F.E.T. Tire Credit	0.00	Total Used Vehicle Allowance *	
Total Factory Paid F.E.T.	0.00	Less Total Balance Owed	
Optional Extended Warranties	0.00	Total Net Allowance on Used Vehicle(s)	
Sub-Total	477,883.00	Deposit or Credit Balance	
		Cash with Order	
Dealer Paid F.E.T. *	0.00	←----- 0.00	
Local Taxes	0.00	*See Trade-in details on page 4	
License, Transfer, Title, Registration Fee	0.00		
Documentary Fee	250.00		
Total Cash Delivered Price	478,133.00		
Total Down Payment	0.00		
Unpaid Cash Balance Due on Delivery	478,133.00		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		Customer's Signature _____ Date _____	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		OFFER RECEIVED BY: _____ Date _____ SALES REPRESENTATIVE	
		OFFER ACCEPTED BY: _____ Date _____ AUTHORIZED REPRESENTATIVE	



**Rush Truck Centers of New Mexico, Inc.**

6521 Hanover Road NW  
Albuquerque, NM 87121  
505-875-3410

**Retail Sales Order**

www.rushtruckcenters.com

**TERMS AND CONDITIONS**

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

**2. WARRANTY DISCLAIMERS AND LIMITATIONS**

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial \_\_\_\_\_

# Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

<b>FACTS</b>	<b>WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and employment information</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
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<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

<b>Questions?</b>	Call (830) 626-5249
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## Who we are

**Who is providing this notice?** Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

## What we do

**How does Rush Truck Centers protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Rush Truck Centers collect my personal information?** We collect your personal information, for example, when you

- apply for financing
- give us your income information or provide employment information
- provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Rush does not share with nonaffiliates so they can market to you.

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

• Includes lenders, finance companies and financial service providers

<b>Other important information</b>
<ul style="list-style-type: none"> <li>• This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.</li> <li>• This Privacy Policy does not apply to information obtained in a non-financial transaction.</li> </ul>



11-30-2017 04:45 PM

VENDOR SET: 01 Village of Angel Fire  
VENDOR CLASS(ES): ALL CLASSES

ACCOUNTS PAYABLE  
DISBURSEMENT REPORT

PAGE: 1  
BANK: ALL

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-10432	BRUCE'S GRAVEL, LLC	24	182,200.00		Y		
*** REPORT TOTALS ***		24	182,200.00				

SELECTION CRITERIA

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VENDOR SET: 01 Village of Angel Fire  
VENDOR: 10432 - BRUCE'S GRAVEL, LLC  
BANK: ALL  
VENDOR CLASS(ES): ALL CLASSES  
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TRANSACTION SELECTION

REPORTING: PAID ITEMS

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PAID ITEMS DATES :       \*\*\*\*\*PAYMENT DATES\*\*\*\*\*       \*\*\*\*\*ITEM DATES\*\*\*\*\*       \*\*\*\*\*POSTING DATES\*\*\*\*\*  
                          : 7/01/2016 THRU 6/30/2017       0/00/0000 THRU 99/99/9999       0/00/0000 THRU 99/99/9999  
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PRINT OPTIONS

REPORT SEQUENCE: VENDOR #  
G/L EXPENSE DISTRIBUTION: NO  
CHECK RANGE: 000000 THRU 999999  
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## SOURCES AND USES OF FUNDS

Village of Angel Fire  
Solid Waste Vehicles and Equipment

## Sources:

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Bond Proceeds:	
Par Amount	311,634.00
	<hr/>
	311,634.00

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## Uses:

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Project Fund Deposits:	
Project Fund	278,133.00
Other Fund Deposits:	
Debt Service Reserve Fund	31,163.40
Other Delivery Date Expenses:	
NMFA Fee	2,337.26
Other Uses of Funds:	
Additional Proceeds	0.34
	<hr/>
	311,634.00

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BOND SUMMARY STATISTICS

Village of Angel Fire  
Solid Waste Vehicles and Equipment

Dated Date	04/06/2018
Delivery Date	04/06/2018
Last Maturity	05/01/2026
Arbitrage Yield	2.449096%
True Interest Cost (TIC)	2.449096%
Net Interest Cost (NIC)	2.453231%
All-In TIC	2.621999%
Average Coupon	2.453231%
Average Life (years)	4.695
Duration of Issue (years)	4.414
Par Amount	311,634.00
Bond Proceeds	311,634.00
Total Interest	35,894.33
Net Interest	35,894.33
Total Debt Service	347,528.33
Maximum Annual Debt Service	43,441.38
Average Annual Debt Service	43,067.19
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Loan Component	311,634.00	100.000	2.453%	4.695	136.28
	311,634.00			4.695	136.28

	TIC	All-In TIC	Arbitrage Yield
Par Value	311,634.00	311,634.00	311,634.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts		(2,337.26)	
Target Value	311,634.00	309,296.74	311,634.00
Target Date	04/06/2018	04/06/2018	04/06/2018
Yield	2.449096%	2.621999%	2.449096%

BOND PRICING

Village of Angel Fire  
Solid Waste Vehicles and Equipment

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Loan Component:					
	05/01/2019	35,578	2.070%	2.070%	100.000
	05/01/2020	36,825	2.120%	2.120%	100.000
	05/01/2021	37,606	2.220%	2.220%	100.000
	05/01/2022	38,441	2.300%	2.300%	100.000
	05/01/2023	39,325	2.400%	2.400%	100.000
	05/01/2024	40,268	2.480%	2.480%	100.000
	05/01/2025	41,267	2.560%	2.560%	100.000
	05/01/2026	42,324	2.640%	2.640%	100.000
		311,634			

Dated Date	04/06/2018	
Delivery Date	04/06/2018	
First Coupon	11/01/2018	
Par Amount	311,634.00	
Original Issue Discount		
Production	311,634.00	100.000000%
Underwriter's Discount		
Purchase Price	311,634.00	100.000000%
Accrued Interest		
Net Proceeds	311,634.00	

## DETAILED BOND DEBT SERVICE

Village of Angel Fire  
Solid Waste Vehicles and EquipmentLoan Component (LOAN)

Period Ending	Principal	Coupon	Interest	Debt Service
05/01/2019	35,578	2.070%	7,862.97	43,440.97
05/01/2020	36,825	2.120%	6,615.92	43,440.92
05/01/2021	37,606	2.220%	5,835.24	43,441.24
05/01/2022	38,441	2.300%	5,000.38	43,441.38
05/01/2023	39,325	2.400%	4,116.24	43,441.24
05/01/2024	40,268	2.480%	3,172.44	43,440.44
05/01/2025	41,267	2.560%	2,173.78	43,440.78
05/01/2026	42,324	2.640%	1,117.36	43,441.36
	311,634		35,894.33	347,528.33

## BOND SOLUTION

Village of Angel Fire  
Solid Waste Vehicles and Equipment

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
05/01/2018						
05/01/2019	35,578	43,441	43,441	149,026	105,585	343.05403%
05/01/2020	36,825	43,441	43,441	149,026	105,585	343.05443%
05/01/2021	37,606	43,441	43,441	149,026	105,585	343.05190%
05/01/2022	38,441	43,441	43,441	149,026	105,585	343.05080%
05/01/2023	39,325	43,441	43,441	149,026	105,585	343.05190%
05/01/2024	40,268	43,440	43,440	149,026	105,586	343.05822%
05/01/2025	41,267	43,441	43,441	149,026	105,585	343.05553%
05/01/2026	42,324	43,441	43,441	149,026	105,585	343.05095%
	311,634	347,528	347,528	1,192,208	844,680	

# Village of Angel Fire

Resolution # 2017-49

## A Resolution Establishing a Snow Removal Policy

Whereas the Village of Angel Fire experiences periods of inclement weather during the winter months that impact travel on Village streets, and

Whereas the Village of Angel Fire is responsible for maintaining 130 liner miles of roadways, and

Whereas the Village of Angel Fire desires to establish an official plan as to how Village employees will deal with inclement weather events.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF ANGEL FIRE THAT the Village of Angel Fire Snow Removal Policy is hereby adopted.**

1. Streets Department normal work hours are between 7:00 AM and 3:30 PM. All available personnel will work their normal shift during an inclement weather event. Street personnel may continue to work past their normal stop time at the discretion of Streets Department Superintendent / or Village Manager.
2. During off duty hours, personnel will be called in for snow removal at the discretion of the Streets Department Superintendent/ or Village Manager.
3. Calls for service during normal working hours will be handled by Streets Department Personnel. Calls for service during off hours will be handled by the Police Department. (Notification of unsafe or high accumulations of snow above 5 to 6 inches shall notify the Streets Superintendent.)
4. Different procedures may be followed depending on the severity or type of weather.
5. Snow events will be monitored for accumulation. Once accumulation reaches 4 inches personnel will be dispatched for snow removal.
6. The preservation of the gravel roadway surfaces is paramount over snow removal. Once the gravel or base course road surfaces are determined to be sufficiently frozen, the Village streets department will begin snow removal on Village roadway with subsequent snowfall. (Ref. Ord.2007-06 Section 7406.2 and 7406.3)
7. Driveways and Sidewalks are the responsibility of the adjoining property owners to the public right of way. The Village is not responsible for snow removal on any private improvements or any damage to structures that may be in Village right of way during snow removal. The Village is not responsible for residual/ snow berms that may land on private driveways or sidewalks.



8. To place snow from a private property onto a public right of way is considered a nuisance violation that will result in a citation. The Streets Department will document violation and remove snow from right-of- way. Subsequently the Village may pursue a nuisance complaint in Municipal Court against the property owner, property management company and private contractor.
9. Parking not to obstruct traffic or maintenance. No person shall park any vehicle upon a street in such a manner or under such conditions as to interfere with the free movement of vehicular traffic or proper street maintenance.
10. It is a violation to park any vehicle on a residential right- of- way. Vehicles parked illegally during snow removal are subject to fines, towing and storage costs at the owner's expense. (Ref. Traffic Code. 12-6-6.3 and 12-6-6.1)
11. If an illegally parked vehicle impedes snow removal, the snow plow operator may make a determination not to remove snow in that vicinity.
12. Order of Street Plowing Priorities.
  1. The Village Commercial Core and roadways determined to be Emergency Evacuation Routes. Village's principle business areas and the high density residential areas .
  2. All Collector Road's.
  3. All other Village maintained roadways.

Passed, Approved and Adopted this 12<sup>th</sup> day of December ,2017



Barbara Cottam , Mayor

Attest:



Terry Cordova , Village Clerk



**RESOLUTION NO. 2017-50**

**A RESOLUTION GRANTING SITE PLAN APPROVAL FOR THE TOSHIE BUILDING,  
A RETAIL BUILDING, TRACT B, A PORTION OF LOTS 49 & 50, MORENO VALLEY  
LAND 3RD SUBDIVISION**

**WHEREAS** Chase and Theresa Costillo have submitted a site plan and building elevations for a proposed retail building; and

**WHEREAS** the subject lot has frontage on Mountain View Blvd. and is subject to the provisions of the Mountain View Blvd. Corridor Overlay District; and

**WHEREAS** it is anticipated that the facility will utilize 60,000 gallons of water per year; and

**WHEREAS** a water rights acquisition fee of \$1,350.00 will be assessed at time of issuance of a building permit; and

**WHEREAS** the Planning & Zoning Commission has reviewed this site plan and sends a positive recommendation; and

**WHEREAS** this site plan will be valid for one year from date of Council approval. Permanent entitlement will come with either the issuance of the building permit or the payment of the water rights acquisition fee.

**NOW THEREFORE BE IT RESOLVED** that the Angel Fire Village Council approves the Toshie Building site plan.

**PASSED, APPROVED AND ADOPTED THIS 12<sup>th</sup> DAY OF DECEMBER 2017.**



Mayor Barbara Cottam

ATTEST:



Terry Cordova, Village Clerk



**VILLAGE OF ANGELFIRE**

**RESOLUTION NO: 2017-051**

**A RESOLUTION ADOPTING PENALTIES FOR VIOLATING THE FIRE CODE**

**WHEREAS**, The Village of Angel Fire has adopted the International Fire Code, Version 2009, as stated by Ordinance (Title 4, Chapter 1, Section 4-1-7).

**WHEREAS** , the Angel Fire Fire Department Chief of Fire and EMS is the recognized “Authority Having Jurisdiction”, and as such, has the ability to implement penalties for violating the recognized Fire Code (per Section 109.3 of the International Fire Code Version 2009).

**NOW THEREFORE BE IT RESOLVED** the Angel Fire Village Council hereby adopts the 2017 violation penalties for citations regarding violations of the Fire Code.

**PASSED, APPROVED AND ADOPTED** by the Angel Fire Village Council on the 12<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Mayor Barbara Cottam

Attest:

  
\_\_\_\_\_  
Terry Cordova, Village Clerk



# Village of Angel Fire Fire Department

P.O. Box 610

Angel Fire, New Mexico 87710

(575) 377-3347 FAX: (575) 377-6098



## AFFD Citations

Offense	Fire Code Sec.	Fine
Tampering With fire Protection Equipment	901.8	Court
Obstructing A fire hydrant	507.5.4	\$50.00
Unauthorized use Of a fire hydrant	105.6.15	\$50.00
Obstructing Fire Dept. Access road	503.4	\$50.00
Parking in a Fire Lane	503.4	\$50.00
Fire Apparatus. Access road	503.1	\$50.00
Fire Extinguisher On premises	906.1	\$50.00
Maintenance of Fire Systems	901.6	\$100.00
Maintenance of Hood system	107.1	\$100.00
Fire resistive Construction	703.1	Court
Fire Assembly To be maintained	703.2	\$500.00
Unloading W/O Vapor recovery	2206.7.9	\$100.00

John Murtagh  
Fire Chief  
jmurtagh@angelfirenm.gov

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Permit required For bon fires	307.1	\$25.00
Open burning W/O permit	105.6.30	\$25.00 small pile/\$250.00 Slash Pile >5x5x5 feet
Open burning Beyond hours	307.1.1	\$25.00
Unlawful burning Of rubbish	307.1.1	\$100.00
Offensive smoke &Odors	307.1.1	\$25.00
Illegal storage Of combustibles	304.1	\$250.00
No fire exiting. Equip. During Open burning	307.5	\$25.00
Storage Accumulation Of rubbish Vegetation	304.2	\$25.00
Permitting of False Alarms	304.1.2	\$100.00 each occurrence
Unapproved use Of asphalt kettle	401.3.1	\$50.00
Use of portable Open flame device	308.5	\$25.00
Combustibles Removed From Vacant BLDG.	311.4	\$100.00

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Maintenance of Vacant BLDG Property	311.2.	\$50.00
Obstructing Blocking exits Of BLDG.	1008.1	\$500.00
Obstruction of Aisles	1003.3.4	\$100.00
Locked Exit Doors	1008.1.8.3	\$500.00
Not enough Exit signs	1011	\$25.00
Exit sign Illumination	1011	\$25.00
Denial of entry Of a fire inspector	104.3	\$500.00
Plans submitted For review	105.4	\$100.00
Failure to comply W/ an order	109.3	\$500.00
Fuel nozzle Bonding	2206.7	\$250.00
Failure to notify Crews of fuel spill	3404.2.7.10	\$100.00
Maintenance use Of Aircraft fuel Units	1106.4	\$50.00
Unqualified Operator	1106.4.4	\$100.00

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Non-approved Fuel loading	1106.18	\$100.00
Refueling a Tanker w/o Grounding	1106.3.7.2	\$250.00
Permits for Places of Assembly	105.6.34.	\$50.00
Panic Hardware On exit doors	1008.1.9	\$500.00
Marked/ lighting Of exits	1011	\$100.00
Over crowding Of an establishment	1004	\$500.00
Portable appliances Contained	2211.43	\$100.00
Unlawful Continuance Of a Fire hazard	109.2.2	\$250.00
Removal/ Destruction of Tags	109.2.4	\$100.00
Lumber yard Driveways	1903.6	\$250.00
Lumber yards Weed control	304.1.1	\$250.00
Lumber yards House keeping	1903.3.1)	\$250.00

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Permits to Erect tents	105.6.43	\$250.00
Tent locations Access & parking	2403.8	\$250.00
Portable fire Extinguisher In tents	2404.12	\$100.00
Distribution of Exits in tents	2403.12.3	\$100.00
Maintenance Of exits in Tents	2403.12.8	\$100.00
Improper Storage of Lpg.	2404.7	\$250.00
Business Permit required	105.1	\$25.00
Inspection required	105.2.2	\$50.00
Permit required For removal of UST's	3404	\$50.00
Spraying W/O A permit	1505	\$250.00
No warning signs Posted	1503.2.7	\$100.00
Spray booth With flammable Liquid	1503	\$250.00

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Improper Spray Booth operation	1504	\$500.00
No over spray Protection	1504.7.4	\$250.00
Electrical ignition Source	1504.6	\$500.00
No ventilation For spray booth	1503.3.5.2	\$250.00
Storage of Flammable Liq.	1504.5	\$250.00
Welding permit Required	105.6.11	\$50.00
High pressure Cylinders	2605.2	\$100.00
Fire extinguisher Near welding	2604.2.6	\$100.00
Welding within 10' Of Comb. Materials	2604.2	\$250.00
Illegal storage Of explosives	3304.2	\$500.00
Possession of Illegal fireworks	3301.1.3	\$100.00
Selling of illegal Fireworks	3301.1.3	\$250.00
Discharge of Combustible Liquids on Street	3406.3.2	\$500.00

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Leaving tank Vehicle unattended	3406.6.12	\$25.00
Storage of Reactive materials	3404.3.3	\$250.00
Spill/Drainage Control secondary Containment	2704	\$100.00
Attendant to tank Car/ vehicle	3406.5.4.5	\$25.00
Dispensing of fuel W/o supervision	3406.2.8	\$50.00
Permanent storage Of Hazmat	2704.1	\$250.00
Permit for storage Of Hazmat	105.6.20	\$250.00
NO visible Hazmat Markings	2703.5	\$250.00
Fail provisions For HAZMAT spills	2703.3.1.2	\$500.00
No MSDS sheets Available	2703.4	\$100.00
Storage of oxidizing Materials	4003.2	\$250.00
Separate storage For oxidizing Materials	2703.9.8	\$250.00
Storage of toxic Materials	3703.1.4	\$250.00

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Separation of Toxic material Storage	3703.1.4.2	\$250.00
No warning Of toxic Materials	2703.9.8	\$500.00
LPG storage From flammable Liquids	3809.1	\$250.00
Improper storage	2704.1	\$100.00
Designation of Cargo	407.7	\$100.00
Temp. Wiring Not to exceed 90 days	605.9	\$50.00
Failure to Correct electric Hazards	2701.6.3	\$250.00
Illegal use of Extension cords	605.5	\$25.00
Illegal wiring using Extension cords	605.5	\$50.00
Use of multi Plug adapters	605.4	\$25.00

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