

VILLAGE OF ANGEL FIRE  
Council Work Session Minutes  
Tuesday January 22<sup>nd</sup>, 2013 at the Village Hall

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**Call to Order**

Mayor Cottam called the meeting to order at 4:00 PM

**Pledge of Allegiance**

Mayor Cottam called for the Pledge of Allegiance

**Roll Call**

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Germscheid, Councilor Welker, Councilor Colenda. Also present Village Clerk Terry Cordova and Village Administrator Jay Mitchell. A full quorum was present.

**Approval of Agenda**

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

**Council Work Session:**

**1. Steve Fuhlendorf and Louis Reyes with Kit Carson Electric / Update on Broadband Project**

Steve Fuhlendorf with Kit Carson started by saying that Louis Reyes was not going to be able to attend. He went on to say that there was not much going on with the broadband project because the frost line was too deep to dig. Kit Carson will be monitoring the frost line and as soon as they can will start digging again. He also stated that Kit Carson at this time does not have a price for the service as they are not sure where it will be coming from and they were looking for different ways to get band width. He also added that he will continue to bring updates as needed.

**2. Discussion of Amendments to Chapter 6,7,and 9 of Title 1 of the Village Code**

Jay Mitchell, Village Administrator went over the changes he was proposing to Chapters 6, 7, and 9 of title 1 of the village code. This item has been placed on the agenda for the council meeting this evening for council's approval for a 1<sup>st</sup> reading. (See Attached)

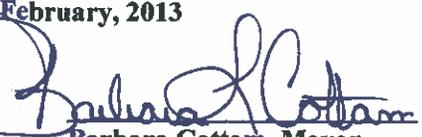
**3. Financials- Lupita De Herrera**

Lupita De Herrera, Finance Director explained she was still cleaning up her financials. That the enterprise fund has been cleaned up but that she was still working on the general fund. The DFA quarterly report is still being worked on. She reported that revenues were still coming in but they need to be placed in the right line items. She went over the enterprise fund transfer in and transfer outs and went on to explain that they were done for the most part to pay for debt service for the water/wastewater treatment plant. She also stated that money collected in the enterprise fund only pays for enterprise expenses. She gave an update on the audits stating that Sean McCabe would be here to finish next week. She had a conversation with the new auditors and they will be coming in after Harshwal is done with the audit.

**I. Adjournment**

Mayor Pro-tem Howe made the motion to adjourn at 4:57pm, Councilor Germscheid seconded. Motion carried 4-0

Passed, Approved and Adopted on this 12<sup>th</sup> day in February, 2013

  
Barbara Cottam, Mayor

ATTEST:   
Terry Cordova, Village Clerk

# Chapter 6

## MAYOR AND VILLAGE COUNCIL

### 1-6-1: ELECTIVE OFFICIALS; TERM OF OFFICE:

### 1-6-2: MAYOR:

### 1-6-3: VILLAGE COUNCIL:

### 1-6-4: COMPENSATION:

### 1-6-5: ORDINANCES AND RESOLUTIONS:

### **1-6-1: ELECTIVE OFFICIALS; TERM OF OFFICE:**

The mayor and members of the village council shall be elected officers of the village whose terms of office shall be four (4) years. The terms of office for members of the village council shall be staggered so that the terms of office for one-half ( $\frac{1}{2}$ ) of the members will expire every two (2) years. (2003 Code)

### **1-6-2: MAYOR:**

A. Presiding Officer; Voting: The mayor is the presiding officer of the village council. He shall vote only when there is a tie vote.

### B. Powers And Duties:

1. Chief Executive Officer: The mayor is the chief executive officer and shall have the following powers:
    - a. Cause the ordinances and regulations of the village to be obeyed;
    - b. Exercise, within the village, powers conferred upon sheriffs of counties to suppress disorders and keep the peace; and
    - c. Perform other duties, compatible with his office, which the village council may require.
  2. Appointment Of Officers And Employees: At the organizational meeting of the village council, the mayor shall submit, for confirmation by the village council, the names of persons who shall fill the appointive offices of the village and the names of persons who shall be employed by the village. If the village council fails to confirm any person as an appointive official or employee of the village, the mayor, at the next regular meeting of the village council, shall submit the name of another person to fill the appointed office or to be employed by the village. Any person holding an appointed office at the time of the municipal election shall continue in that office until his successor has been appointed and is qualified.
  3. Additional Powers: The mayor shall sign all commissions, licenses and permits granted by the village council, and other acts that the law or ordinances may require, or the commissions, licenses and permits may be authenticated as authorized under the uniform facsimile signature of public officials act<sup>1</sup>.
- C. Vacancy In Office: In case of the death, disability, resignation or change of residence, from the village, of the mayor, the village council shall appoint, by majority vote, a qualified elector to fill the vacancy for the unexpired term of office. (2003 Code)

### **1-6-3: VILLAGE COUNCIL:**

A. Powers And Duties: The village council shall:

1. Elect one of its members to act as mayor pro tem in the absence of the mayor;
2. Possess all powers granted by law, and other municipal powers not conferred by law or ordinance on another officer of the village;
3. Manage and control the finances and all property, real and personal, belonging to the village;
4. Determine the time and place of holding its meetings, which shall be open to the public;
5. Determine the rules of its own proceedings;
6. Keep minutes of its proceedings, which shall be open to examination by any citizen;
7. Adopt rules and regulations necessary to effect the powers granted municipalities;
8. Prescribe the compensation and fees to be paid municipal officers and employees; and
9. Prescribe the powers and duties of those officers whose terms of office or powers and duties are not defined by law, and impose additional powers and duties upon those officers whose powers and duties are prescribed by law.

B. Vacancy In Office: Any vacancy on the village council shall be filled by appointment of a qualified elector by the mayor, with the advice and consent of the village council. Any qualified elector appointed to fill a vacancy on the village council shall serve until the next regular municipal election, or any special election called in accordance with New Mexico Statutes Annotated section 3-12-1, subsection B, at which time a qualified elector shall be elected to fill the remaining unexpired, if any. (2003 Code)

### **1-6-4: COMPENSATION:**

A. Mayor: The mayor shall receive a salary equal to one hundred percent (100%) of the salary of the county commissioners of Colfax County per month, payable upon the first day of each calendar month. In addition, when the mayor must travel outside the village on official business, he or she shall be reimbursed for travel and per diem in accordance with state statutory provisions.

B. Councilors: Each councilor shall receive a salary equal to sixty percent (60%) of the salary of the county commissioners of Colfax County per month, payable upon the first day of each calendar month. In addition, when a councilor must travel outside the village on official business, he or she shall be reimbursed for travel and per diem in accordance with state statutory provisions.

C. Changes In Compensation:

1. Mayor: In the event that the salary of the county commissioners of Colfax County changes, then the salary of the mayor shall also change automatically, as soon as legally permitted, in accordance with state statutes; and

2. Councilors: In the event that the salary of the county commissioners of Colfax County changes, then the salary of each incumbent councilor shall also change automatically as soon as legally permitted in accordance with state statutes. Salaries for councilors may not always be identical due to delayed implementation of salary changes arising from staggered terms. (Ord. 1986-05, 9-11-1986)

## **1-6-5: ORDINANCES AND RESOLUTIONS:**

A. Style Of Ordinances: The enacting clause of any village ordinance shall be: "Be it ordained by the village council of the village of Angel Fire".

B. Notice:

1. Notice by publication of the title and subject matter of any ordinance proposed for adoption by the village council must take place at least two (2) weeks prior to consideration of final action upon the ordinance in open session of the village council; except, that this subsection shall not apply to ordinances dealing with an emergency declared by the mayor to be an immediate danger to the public health, safety and welfare of the village, or to ordinances the subject matter of which is amending the village zoning map, provided the amendment to such zoning map has been considered by the planning and zoning commission and recommended to the village council. It is sufficient defense to any suit or prosecution to show that no notice by publication was made.
2. Notice of the proposed ordinance shall be published one time as a legal advertisement in a newspaper of general circulation in the village.
3. Copies of a proposed ordinance shall be available to interested persons during normal and regular business hours of the village clerk upon request and payment of a reasonable charge beginning with the date of publication and continuing to the date of consideration by the village council.

C. Vote; Adoption: If a majority of all the members of the village council vote in favor of adopting the ordinance or resolution, it is adopted. The village clerk shall record in the minutes book the vote of each member of the village council on each ordinance or resolution. Within three (3) days after the adoption of an ordinance or resolution, the mayor shall validate the ordinance or resolution by endorsing "approved" upon the ordinance or resolution and signing the same.

D. Proof; Authentication; Publication: An ordinance shall be recorded in a book kept for that purpose, shall be authenticated by the signature of the mayor and the village clerk and shall bear the seal of the village. The ordinance shall be published one time either in its entirety or by title and a general summary of the subject matter contained in the ordinance, whichever the village council elects to do. (2003 Code)

**Footnotes** - Click any footnote link to go back to its reference.

[Footnote 1](#): NMSA § 6-9-1 et seq.

# ARTICLE A. VILLAGE MANAGER

## 1-7A-1: OFFICE ESTABLISHED:

## 1-7A-2: APPOINTMENT AND REMOVAL; SALARY;

## 1-7A-3: DUTIES:

### **1-7A-1: OFFICE ESTABLISHED;**

Authorization Action: Pursuant to New Mexico Statutes Annotated 1978, section 3-13-3, the Governing Body of the village of Angel Fire, a municipality having a population of more than one thousand (1,000) persons, hereby provides that the village establishes the position of Village Manager as that term is used in the above cited statute with all authorities, duties and responsibilities as provided for a manager as stated in New Mexico Statutes Annotated 1978, section 3-13-3, 3-14-13 through 3-14-15 and this title. (Ord. 1989-01, 6-1-1989)

### **1-7A-2: APPOINTMENT AND REMOVAL; SALARY:**

The manager shall be the chief administrative officer. He shall be appointed by the mayor with the advice and consent of the governing body for an indefinite term and until a vacancy is created by death, resignation or removal by the governing body. The manager shall be appointed solely on the basis of administrative qualifications and his selection shall not be limited by reason of former residence. The manager shall receive a salary to be fixed annually by the governing body.. (Ord. 1989-01, 6-1-1989)

### **1-7A-3: DUTIES:**

The village manager shall:

- A. Serve as chief administrative officer of the village and, within broad policy guidelines, assist the governing body in planning, administering and implementing the day to day activities of the municipal government.
- B. The manager shall have a seat, but no vote, at every meeting of the governing body. Except when clearly undesirable or unnecessary, the governing body shall request the opinion of the manager on any proposed measure.
- C. The administration of the affairs of the Village shall be divided into as many departments as may be deemed desirable by the governing body. Each department shall be under the charge of a person employed by the manager.
- D. Employ and discharge all persons engaged in the administrative service of the Village
- E. Direct and supervise the work of all municipal employees.
- F. Enforce all ordinances, rules, regulations and policies enacted by the governing body.
- G. Implement all municipal policies.

- H. Make recommendations to the governing body on all matters concerning the welfare of the village.
- I. Represent the village in regard to local, regional, state and federal activities of concern to the village.
- J. Develop and submit the annual budget, prepare supporting justification for presentation to the governing body and advise the council on the financial status and needs of the village.
- K. Ensure that adequate safeguards are implemented to protect the village funds including overseeing the investment of surplus funds to derive the maximum return.
- L. Serve as the Village procurement officer, assume the responsibility for compliance with the procurement code<sup>1</sup> and make all purchases.
- M. Attend all meetings of the governing body unless excused by the mayor and serve as an ex officio member of such boards, commissions, committees or authorities as directed by the governing body.
- N. Administer personnel matters as personnel officer, make policy and pay scale recommendations for council approval and coordinate employment benefits.
- O. Coordinate activities with consulting engineers and the village attorney.
- P. Serve as village public information officer.
- Q. Administer all contracts for outside services.
- R. Perform other duties as prescribed by the village council. (Ord. 1989-01, 6-1-1989)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: NMSA § 13-1-28 et seq.

# ARTICLE A. VILLAGE ADMINISTRATOR~~MANAGER~~

1-7A-1: OFFICE ESTABLISHED; SALARY:

1-7A-2: APPOINTMENT, ~~TERM~~ AND REMOVAL; SALARY:

1-7A-3: DUTIES:

## 1-7A-1: OFFICE ESTABLISHED; SALARY:

Authorization Action: Pursuant to New Mexico Statutes Annotated 1978, section 3-13-3, the Governing Body of the village of Angel Fire, a municipality having a population of more than one thousand (1,000) persons, hereby provides that the village establishes the position of Village Manager as that term is used in the above cited statute with all authorities, duties and responsibilities as provided for a manager as stated in New Mexico Statutes Annotated 1978, section 3-13-3, 3-14-13 through 3-14-15 and this title. The village shall employ a chief administrative officer to hold the title of administrator and annually establish the salary thereof. (Ord. 1989-01, 6-1-1989)

## 1-7A-2: APPOINTMENT, ~~TERM~~ AND REMOVAL; SALARY:

The administrator~~manager~~ shall be the chief administrative officer. He shall be appointed by the mayor with the advice and consent of the governing body for an indefinite term and until a vacancy is created by death, resignation or removal by the governing body. The manager shall be appointed solely on the basis of administrative qualifications and his selection shall not be limited by reason of former residence. The manager shall receive a salary to be fixed annually by the governing body. The administrator shall serve at the pleasure of the mayor and village council and may, subject to the terms of any written employment contract, be removed by the governing body at any time. (Ord. 1989-01, 6-1-1989)

## 1-7A-3: DUTIES:

The village administrator~~manager~~ shall:

- A. Serve as chief administrative officer of the village and, within broad policy guidelines, assist the governing body in planning, administering and implementing the day to day activities of the municipal government.
- B. The manager shall have a seat, but no vote, at every meeting of the governing body. Except when clearly undesirable or unnecessary, the governing body shall request the opinion of the manager on any proposed measure.
- C. The administration of the affairs of the Village shall be divided into as many departments as may be deemed desirable by the governing body. Each department shall be under the charge of a person employed by the manager.
- D. Employ and discharge all persons engaged in the administrative service of the Village
- E. Direct and supervise the work of all municipal employees.
- GF. Enforce all ordinances, rules, regulations and policies enacted by the governing body.
- DG. Implement all municipal policies.

- | **EH.** Make recommendations to the governing body on all matters concerning the welfare of the village.
- | **FI.** Represent the village in regard to local, regional, state and federal activities of concern to the village.
- | **GJ.** Develop and submit the annual budget, prepare supporting justification for presentation to the governing body and advise the council on the financial status and needs of the village.
- | **HK.** Ensure that adequate safeguards are implemented to protect the village funds including overseeing the investment of surplus funds to derive the maximum return.
- | **LI.** Serve as the Village procurement officer, assume the responsibility for compliance with the procurement code and make all purchases.
  
- | **JM.** Attend all meetings of the governing body unless excused by the mayor and serve as an ex officio member of such boards, commissions, committees or authorities as directed by the governing body.
- | **KN.** Administer personnel matters as personnel officer, make policy and pay scale recommendations ~~recommend full time appointments and terminations~~ for council approval and coordinate employment benefits.
- | **LO.** Coordinate activities with consulting engineers and the village attorney.
- | **MP.** Serve as village public information officer.
- | **NQ.** Administer all contracts for outside services.
- | **OR.** Perform other duties as prescribed by the village council. (Ord. 1989-01, 6-1-1989)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: NMSA § 13-1-28 et seq.

# ARTICLE C. PUBLIC EMPLOYEE BARGAINING

## 1-7C-1: ORDINANCE ADOPTED; COPIES:

## 1-7C-2: AMENDMENTS TO PUBLIC EMPLOYEE BARGAINING:

### **1-7C-1: ORDINANCE ADOPTED; COPIES:**

- A. Adopted: Except as otherwise provided in this chapter, Article 7E NMSA 1978 "Public Employee Bargaining Act" and all subsequent amendments adopted by the State of New Mexico after this date are adopted by reference pursuant to New Mexico Statutes Annotated section 3-17-6.
- B. Copies: A copy of the New Mexico Public Employee Bargaining Act is available for inspection during normal and regular business hours at the Village Hall.

### **1-7C-2: AMENDMENTS TO PUBLIC EMPLOYEE BARGAINING:**

- A. NMSA Subsection 10-7E-3. Conflicts. Is amended to include: In the event of conflict with other ordinances, the provisions of this article shall supersede other previously enacted ordinances; provided that this article shall not supersede the Village personnel ordinance<sup>1</sup>. Village sanctioned rules and regulations, administrative directives and policies, departmental rules and regulations and workplace practices shall control unless there is conflict with a collective bargaining agreement. Where conflict exists, the collective bargaining agreement shall control.
- B. NMSA Subsection 10-7E-12. Hearing Procedures. Is amended to include: All meetings shall be held in the Village of Angel Fire.

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: See title 2 of this code.

# **ARTICLE C. LABOR MANAGEMENT RELATIONSPUBLIC EMPLOYEE BARGAINING**

**1-7C-1: SHORT TITLEORDINANCE ADOPTED; COPIES:**

**1-7C-2: PURPOSEAMENDMENTS TO PUBLIC EMPLOYEE BARGAINING:**

**1-7C-3: CONFLICTING PROVISIONS:**

**1-7C-4: DEFINITIONS:**

**1-7C-5: RIGHTS OF EMPLOYEES AND MANAGEMENT:**

**1-7C-6: LABOR MANAGEMENT RELATIONS BOARD:**

**1-7C-7: HEARING PROCEDURES:**

**1-7C-8: APPROPRIATE BARGAINING UNITS:**

**1-7C-9: ELECTIONS:**

**1-7C-10: EXCLUSIVE REPRESENTATION:**

**1-7C-11: SCOPE OF BARGAINING:**

**1-7C-12: NEGOTIATIONS AND IMPASSE PROCEDURES:**

**1-7C-13: PROHIBITED PRACTICES:**

**1-7C-14: STRIKES AND LOCKOUTS:**

**1-7C-15: VALIDITY OF AGREEMENTS:**

**1-7C-16: JUDICIAL ENFORCEMENT; STANDARDS OF REVIEW:**

## **1-7C-1: SHORT TITLEORDINANCE ADOPTED; COPIES:**

- A. \_\_\_\_\_ Adopted: Except as otherwise provided in this chapter, Article 7E NMSA 1978 "Public Employee Bargaining Act" and all subsequent amendments adopted by the State of New Mexico after this date are adopted by reference pursuant to New Mexico Statutes Annotated section 3-17-6.
- B. \_\_\_\_\_ Copies: A copy of the New Mexico Public Employee Bargaining Act is available for inspection during normal and regular business hours at the Village Hall.

This article may be cited as the *VILLAGE OF ANGEL FIRE LABOR MANAGEMENT RELATIONS ORDINANCE*. (Ord. 1993-02, eff. 4-1-1993)

## **1-7C-2: PURPOSEAMENDMENTS TO PUBLIC EMPLOYEE BARGAINING:**

- A. \_\_\_\_\_ NMSA Subsection 10-7E-3, Conflicts. Is amended to include: In the event of conflict with other ordinances, the provisions of this article shall supersede other previously enacted ordinances; provided that this article shall not supersede the Village personnel ordinance<sup>1</sup>. Village sanctioned rules and regulations, administrative directives and policies, departmental rules and regulations and workplace practices shall control unless there is conflict with

a collective bargaining agreement. Where conflict exists, the collective bargaining agreement shall control.

B. NMSA Subsection 10-7E-12. Hearing Procedures. Is amended to include: All meetings shall be held in the Village of Angel Fire.

The purpose of this article is:

- ~~A. To guarantee employees the right to organize and bargain collectively with their employers;~~
- ~~B. To promote harmonious and cooperative relationships between employers and employees;~~
- ~~C. To protect the rights of employers; and~~
- ~~D. To acknowledge the rights of the citizens to orderly and uninterrupted delivery of village services.  
(Ord. 1993-02, eff. 4-1-1993)~~

### **~~1-7C-3: CONFLICTING PROVISIONS:~~**

- ~~A. In the event of conflict with other ordinances, the provisions of this article shall supersede other previously enacted ordinances (federal, state or local legislation); provided, that this article shall not supersede the village personnel ordinance<sup>1</sup>. (Ord. 1993-02, eff. 4-1-1993; amd. 2003 Code)~~
- ~~B. Village sanctioned rules and regulations, administrative directives, departmental rules and regulations and workplace practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, the collective bargaining agreement shall control.  
(Ord. 1993-02, eff. 4-1-1993)~~

### **~~1-7C-4: DEFINITIONS:~~**

~~As used in this article, the following words and terms shall have the meanings ascribed to them in this section:~~

~~APPROPRIATE BARGAINING UNIT: A group of employees designated by the board for the purpose of collective bargaining. Appropriate units shall be formed by occupational groups, such as blue collar (unskilled, semi-skilled and skilled), white collar (clerical, secretarial, administrative, technical and para-professional), professional, corrections, fire and police.~~

~~BOARD: The village of Angel Fire labor management relations board.~~

~~CERTIFICATION: The designation by the board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit.~~

~~COLLECTIVE BARGAINING: The act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours and conditions of employment.~~

~~CONFIDENTIAL EMPLOYEE: A person who assists and acts in a confidential capacity with respect to a management employee.~~

~~EMPLOYEE: A regular, full time, nonprobationary employee of the village.~~

**EMPLOYER:** The village of Angel Fire.

**EXCLUSIVE REPRESENTATIVE:** A labor organization that, as a result of certification by the board, represents all employees in an appropriate bargaining unit for the purposes of collective bargaining.

**GOVERNING BODY:** The Angel Fire village council.

**GRIEVANCE:** A written complaint by a bargaining unit employee regarding an action taken by management resulting in a disciplinary action that does not involve an application or interpretation of a collective bargaining agreement in effect between the exclusive representative and the employer.

**IMPASSE:** Failure of the employer and an exclusive representative, after good faith bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.

**LABOR ORGANIZATION:** Any employee organization which represents employees in collective bargaining.

**LOCKOUT:** An act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative.

**MANAGEMENT EMPLOYEE:** An employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering or officiating management policies.

**MEDIATION:** Assistance by an impartial third party to resolve an impasse between an employer and an exclusive representative regarding employment relations through interpretation, suggestion and advice.

**PROFESSIONAL EMPLOYEE:** An employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

**STRIKE:** An employee's refusal, in concerted action with other employees, to report for duty or his willful absence in whole or in part from the full, faithful, and proper performance of the duties of employment. The definition of "strike" includes, but is not limited to, such actions as the blue flu, sickouts, slowdowns, traffic ticket writing campaigns, mass resignations and sympathy strikes.

**SUPERVISOR:** An employee who devotes a substantial amount of work time in supervisory duties, who customarily directs the work of two (2) or more other employees and who has the authority in the interest of the employer to effectively recommend the retention, promotion or discipline of other employees. (Ord. 1993-02, eff. 4-1-1993)

## **~~1-7C-5: RIGHTS OF EMPLOYEES AND MANAGEMENT:~~**

**A. Employee Rights:** Employees, other than management employees, supervisors and confidential employees, may form, join or assist any labor organization for the purpose of collective bargaining through representatives chosen by employees through representation elections

~~without interference, restraint or coercion. Such employees also have the right to refuse to form, join or assist~~

~~any labor organization. Employees may not be required to pay "fair share" contributions.~~

~~B. Management Rights: Unless limited by the provisions of a collective bargaining agreement or other statutory provision, the exclusive prerogatives, functions and rights of the employer shall include, but are not limited to, the following:~~

- ~~1. To direct and supervise all operations, functions and the work of the employees;~~
- ~~2. To determine the place to report for work, to determine methods, processes and manner of performing work;~~
- ~~3. To hire, lay off, promote, demote, assign, transfer, discipline, discharge or terminate employees;~~
- ~~4. To determine what and by whom services will be rendered to the citizens;~~
- ~~5. To determine staffing requirements, create and abolish positions or eliminate or reorganize work units;~~
- ~~6. To determine and revise schedules of work;~~
- ~~7. To establish, revise and implement standards for hiring and promoting employees;~~
- ~~8. To assign shifts, workdays, hours of work and work locations;~~
- ~~9. To designate, assign and reassign all work duties;~~
- ~~10. To determine the need for and the qualifications of new employees, and to determine the qualifications for and qualifications of employees considered for transfer and promotion;~~
- ~~11. To take actions as necessary to carry out the mission of the employer in emergencies; and~~
- ~~12. To retain all rights not specifically limited by a collective bargaining agreement or this article. (Ord. 1993-02, eff. 4-1-1993)~~

### ~~1-7C-6: LABOR MANAGEMENT RELATIONS BOARD:~~

~~A. Board Created; Membership; Appointment: The labor management relations board is hereby created. The board shall consist of three (3) members appointed by the mayor with the approval of the governing body. The mayor shall appoint one member recommended by organized labor representatives actively involved in representing employees, one member recommended by management and one member jointly recommended by the two (2) other appointees.~~

~~B. Terms And Vacancies: Board members shall serve for a period of one year with terms commencing the date of appointment by the governing body. Vacancies shall be filled in the same manner as the original appointments, and such appointments shall only be made for the remainder of the unexpired term. A board member may serve an unlimited number of terms.~~

~~C. Restrictions: During the term for which he is appointed, no board member shall hold or seek any other political office or public employment, be an individual representing the employer in collective bargaining or be an employee of the labor organization representing the village employees. (Ord. 1993-02, eff. 4-1-1993)~~

~~D. Compensation: Each board member shall be paid mileage and per diem for hearings required under this article. (Ord. 1993-02, eff. 4-1-1993; amd. 2003 Code)~~

~~E. Powers And Duties:~~

~~1. Powers And Duties Enumerated:~~

~~a. The board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in this article, including the establishment of procedures for:~~

~~(1) The designation of appropriate bargaining units;~~

~~(2) The selection, certification and decertification of exclusive representatives; and~~

~~(3) The filing of, hearing on and determination of complaints of prohibited practices.~~

~~b. The board shall:~~

~~(1) Hold hearings and make inquiries necessary to carry out its functions and duties;~~

~~(2) Request from employers and labor organizations the information and data necessary to carry out the board's function and responsibilities; and~~

~~(3) Hire such personnel or contract with such third parties as the governing body deems necessary to assist the board in carrying out its function.~~

~~c. The board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence or documents, relating to any matter in question. The board may prescribe the form of subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the district court. The board may administer oaths and affirmations, examine witnesses and receive evidence.~~

~~d. The board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and opinions. The decisions of the board on interpretation and applications of this article and collective bargaining agreements are final and binding on the parties, subject to the appeal provisions in section 1-7C-16 of this article.~~

~~e. The board has the power to enforce provisions of this article and labor management agreements through the imposition of appropriate administrative remedies.~~

~~2. Limitations:~~

~~a. The board shall have no power to promulgate policy other than to accomplish and perform its functions and duties.~~

~~1. No rule or regulation promulgated by the board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by this article to pay money to any labor organization that is certified as an exclusive representative. (Ord. 1993-02, eff. 4-1-1993)~~

## ~~1-7C-7: HEARING PROCEDURES:~~

~~A. Hearings Authorized: The board may hold hearings for the purposes of:~~

- ~~1. Information gathering and inquiry;~~
- ~~2. Adopting rules and regulations; and~~
- ~~3. Adjudicating disputes and enforcing the provisions of this article and rules and regulations adopted pursuant hereto.~~

~~B. Rules And Regulations:~~

- ~~1. The board shall adopt regulations setting forth procedures to be followed during hearings of the board. Such regulations shall meet minimal due process requirements of the state and federal constitutions.~~
- ~~2. All adopted rules and regulations shall be filed in accordance with applicable local ordinances.~~
- ~~3. No regulation proposed to be adopted by the board that affects any person or governmental entity outside of the board and its staff shall be adopted, amended or repealed without public hearing and comment on the proposed action before the board. The public hearing shall be held after reasonable notice of the subject matter of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views and the method by which copies of the proposed regulation, proposed amendment or repeal of an existing regulation may be obtained. All meetings shall be held in the village. Notice shall be published once at least thirty (30) days prior to the hearing date in a newspaper of general circulation in the village, and notice shall be mailed at least thirty (30) days prior to the hearing date to persons who have made written request to the appropriate village official for advance notice of hearings related to this article.~~

~~C. Charges Of Prohibited Labor Practices: Charges of prohibited labor practices that are filed within sixty (60) days of the time the complainant knew or with reasonable diligence should have known of the commission or omission of the act that generated the charges shall be heard by the board. Such charges must identify the specific violation and relief requested. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the board of a written notice together with a copy of the charges and relief requested.~~

~~D. Costs:~~

- ~~1. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses for hearings.~~
- ~~2. The cost of any hearings will be borne equally by the parties to the hearings.~~

~~E. Records Kept: A verbatim record made by electronic or other suitable means shall be made of every rule-making and adjudicatory hearing. The record shall not be transcribed unless required~~

for judicial review or unless ordered by the board. Payment for the transcription shall be made by the party requesting the review. (Ord. 1993-02, eff. 4-1-1993)

### **~~1-7C-8: APPROPRIATE BARGAINING UNITS:~~**

- ~~A. The board shall, upon receipt of a valid petition for a representation election filed by a labor organization, designate the appropriate bargaining unit for collective bargaining. Occupational groups shall generally be identified as blue collar, white collar, professional, para professional, police, fire and corrections. Bargaining units shall not be determined by craft or trade designations. The parties, by mutual agreement and approval of the board, may further consolidate occupational groups. Essential factors in determining appropriate bargaining units shall include the principals of efficient administration of government and the history of collective bargaining within the village, if any, and the assurance to the employees of their rights guaranteed by subsection 1-7C-5A of this article.~~
- ~~B. Within thirty (30) days of the filing of a show of interest petition, the board shall hold a hearing concerning the composition of the bargaining unit.~~
- ~~C. The board shall not include in any appropriate bargaining unit supervisors, managers or confidential employees. (Ord. 1993-02, eff. 4-1-1993)~~

### **~~1-7C-9: ELECTIONS:~~**

- ~~A. Whenever, in accordance with regulations prescribed by the board, a petition is filed by a labor organization containing the valid signatures of at least thirty percent (30%) of the employees in an appropriate bargaining unit, the board shall conduct a secret ballot representation election.~~
- ~~B. Once a labor organization has filed a valid petition with the board calling for representation election, other labor organizations may seek to be placed on the ballot. Any organization may file a petition with the board containing the valid signatures of not less than ten percent (10%) of the employees in the appropriate bargaining unit no later than ten (10) days after the board and the employer post a written notice that the petition containing the signatures of not less than thirty percent (30%) of the employees has been filed by a labor organization.~~
- ~~C. Every election shall include the option for no representation.~~
- ~~D. In the event of an election with two (2) or more organizations on the ballot where neither of the choices received a majority of the votes cast, then, and in such an event, a runoff election shall be held within thirty (30) days. The choices on the runoff election shall consist of the employee organization which received the greatest number of votes in the original election and the choice of "no representation".~~
- ~~E. Where a majority of the votes cast are in favor of representation by a labor organization and at least sixty percent (60%) of the members in the bargaining unit have cast a vote, the board shall certify the labor organization as the exclusive representative for all employees in that appropriate bargaining unit. No labor organization shall be certified as an exclusive representative unless at least sixty percent (60%) of the members of the bargaining unit vote in the election or runoff election.~~
- ~~F. No election shall be conducted if an election or runoff election has been conducted in the twelve (12) month period immediately preceding the proposed representation election. No election shall~~

be held during the term of an existing collective bargaining agreement, except as provided in subsection 1-7C-10C2 of this article.

G. Election disputes shall be resolved by the board.

H. The cost of the elections shall be borne equally by the parties. (Ord. 1993-02, eff. 4-1-1993)

### **1-7C-10: EXCLUSIVE REPRESENTATION:**

A. ~~Determination Of Exclusive Representation:~~ A labor organization that has been certified by the board as representing the employees in the appropriate bargaining unit shall be the exclusive representative of all employees in the appropriate bargaining unit. The exclusive representative shall act for all employees in the appropriate bargaining unit and negotiate a collective bargaining agreement covering all employees in the appropriate bargaining unit without discrimination or regard to membership in the labor organization.

B. ~~Restrictions On Exclusive Representation:~~ The existence of an exclusive bargaining representative shall not prevent employees in or out of a bargaining unit from taking their grievances or prohibited practices to their supervisor or management or filing prohibited practices with the board based upon discrimination by the exclusive representative or the employer. The board will adjudicate disagreements over contract interpretations only when the disagreement is between the employer and the exclusive representative. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement then in effect between the employer and the exclusive representative or inconsistent with or in violation of good faith resolution made between the employer and the exclusive representative in the day to day administration of the collective bargaining agreement.

C. ~~Decertification Of Exclusive Representative:~~

1. ~~Any member of a bargaining unit or a labor organization may initiate decertification of a labor organization as the exclusive representative if thirty percent (30%) of the employees in the appropriate bargaining unit make a written request to the board for a decertification election. Decertification elections shall be held in a manner prescribed by rules of the board.~~

2. ~~When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the board no earlier than ninety (90) days and no later than sixty (60) days before the expiration of the collective bargaining agreement; provided, however, that a request for an election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three (3) years.~~

3. ~~When, within the time period prescribed in subsection C2 of this section, a competing labor organization files a petition containing signatures of at least thirty percent (30%) of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.~~

4. ~~When an exclusive representative has been certified but no collective bargaining agreement is in effect, the board shall not accept a request for a decertification election earlier than twelve (12) months subsequent to a labor organization's certification as the exclusive representative. (Ord. 1993-02, eff. 4-1-1993)~~

## ~~1-7C-11: SCOPE OF BARGAINING:~~

- ~~A. Except for retirement programs provided under the public employees retirement act<sup>2</sup> or other municipal retirement plans, employers and exclusive representative shall bargain in good faith on wages, hours and other terms and conditions of employment. However, neither the employer nor the exclusive representative shall be required to agree to a proposal or to make concession. All collective bargaining agreements between the parties shall be reduced to writing.~~
- ~~B. The obligation to bargain collectively imposed by this article shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with the provisions of any village ordinance, state statute or federal statute. The employer and the exclusive representative may not negotiate agreements that would be in conflict with village ordinances, state statutes or federal statutes. In the event of conflict between the provisions of any statute of the state or federal government and any agreement entered into by the employer and the exclusive representative in collective bargaining, the former shall prevail.~~
- ~~C. Payroll deduction of the exclusive representative's membership dues is a negotiable item by either party. The amount of dues, if such provision is agreed to by the parties, shall be certified in writing by an official of the labor organization and shall not include special assessments, penalties or fines of any type levied by the exclusive representative. During the time that a board certification is in effect for a particular appropriate bargaining unit, the employer shall not deduct dues for any other labor organization from members of the same bargaining unit.~~
- ~~D. Any agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds.~~
- ~~E. The parties have a requirement that grievance procedures culminating with binding arbitration be negotiated. This applies only to grievances and does not apply to negotiations impasse.~~
- ~~F. The following meetings shall be closed as defined by the open meetings act<sup>3</sup>:~~
- ~~1. Meetings for the discussion of bargaining strategy for collective bargaining negotiations between the employer and the exclusive representative;~~
  - ~~2. Collective bargaining sessions; and~~
  - ~~3. Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present. (Ord. 1993-02, eff. 4-1-1993)~~

## ~~1-7C-12: NEGOTIATIONS AND IMPASSE PROCEDURES:~~

- ~~A. Negotiation Procedures: The following negotiation procedures shall apply to the employer and exclusive representatives:~~
- ~~1. Negotiations shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Such requests shall be postmarked no earlier than one hundred~~

~~twenty (120) days nor later than sixty (60) days prior to the contract ending date. The parties may open negotiations at any time by mutual agreement. (Ord. 1993-02, eff. 4-1-1993)~~

- ~~2. Negotiating teams will consist of a maximum of five (5) persons designated by the exclusive representative and a maximum of five (5) persons designated by the mayor or village administrator. (Ord. 1993-02, eff. 4-1-1993; amd. 2003 Code)~~
- ~~3. All negotiations will be conducted in closed sessions. Negotiations will be held at the facilities and at a time mutually agreed upon by the negotiating teams. Negotiations will begin with the party that requested the negotiations presenting their complete proposal and changes, section by section.~~
- ~~4. Following the complete presentation of both proposals, the parties will identify the economic and noneconomic issues. All noneconomic issues must be resolved prior to negotiating economic issues.~~
- ~~5. Recesses and study sessions may be called by either team. Prior to these recesses or study sessions, the reconvening time will be agreed upon. A caucus may be taken as needed.~~
- ~~6. Employees who are members of the exclusive representatives negotiating team will be released from their normal duties without pay to participate in negotiations.~~
- ~~7. Tentative agreements reached during negotiations will be reduced to writing and dated and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either team's understanding of the language as it relates to another part of the agreement.~~
- ~~8. Agreement on contract negotiations is accomplished when the union president and the mayor sign the agreement. Provisions in multiyear agreements providing for economic increases in subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for subsequent years. Should the governing body not appropriate sufficient funds to fund the agreed upon increase for a subsequent year, either party may reopen negotiations.~~

~~B. Impasse Procedures: The following impasse procedure shall be followed by the employer and exclusive representatives:~~

- ~~1. If an impasse occurs, either party may request from the board that a mediator be assigned to the negotiations unless the parties can agree on a mediator. A mediator from the federal mediation and conciliation service will be assigned by the board to assist negotiations.~~
- ~~2. If the impasse continues after a thirty (30) day mediation period, either party may request from the board that a fact finder be assigned to the negotiations. A fact finder will be selected by the parties from a list of individuals requested from the federal mediation and conciliation service.~~
- ~~3. The fact finder shall conduct hearings and submit written findings and recommendations to the parties and the board. The fact finder shall select either the exclusive representative's total and complete best offer or he may select the employer's total and complete last offer. The fact finder may not create his own settlement. If the parties have not reached agreement within fifteen (15) days after receipt of the fact finder's report, the board shall publish the fact finder's recommendation.~~

~~4. The governing body may accept, reject, or modify the fact finder's recommendation. The decision of the governing body is final and binding on both parties and shall be incorporated into the agreement along with those items that had been tentatively agreed to by the parties.~~

~~5. The cost of any impasse proceeding that requires a third party shall be borne equally by the parties to the impasse. (Ord. 1993-02, eff. 4-1-1993)~~

### **1-7C-13: PROHIBITED PRACTICES:**

#### **A. Employers:**

~~1. No employer or his representative shall:~~

~~a. Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;~~

~~b. Restrain or coerce any employee in the exercise of any right guaranteed under this article;~~

~~c. Dominate or coerce employees in the formation, existence or administration of any labor organization;~~

~~d. Discriminate in regard to hiring, tenure or any term or condition of employment in order to encourage or discourage membership in a labor organization;~~

~~e. Discharge or otherwise discriminate against an employee because he has signed or filed an affidavit, petition, grievance or complaint or given any information or testimony under the provisions of this article or because an employee is forming, joining or choosing to be represented by a labor organization;~~

~~f. Refuse to bargain collectively in good faith with the exclusive representative;~~

~~g. Refuse or fail to comply with any provision of this article or board regulation; or~~

~~h. Refuse or fail to comply with any collective bargaining agreement.~~

~~2. During the negotiating process, including the impasse procedure, elected village officials are prohibited from discussing any issue, which is the subject of negotiations, with employees of the bargaining unit involved in negotiations and employees of the exclusive representative.~~

~~B. Employees And Labor Organizations: An employee, labor organization or its representative shall not: (Ord. 1993-02, eff. 4-1-1993)~~

~~1. Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, gender, national origin, marital/familial status or sexual orientation; (Ord. 1993-02, eff. 4-1-1993; amd. 2003 Code)~~

~~2. Solicit membership for an employee or labor organization during the employee's duty hours;~~

~~3. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed by the provisions of this article;~~

- ~~4. Interfere with, restrain or coerce any elected official, employee or representative of the employer in the conduct of his duties;~~
- ~~5. Refuse to bargain collectively in good faith with the employer;~~
- ~~6. Refuse or fail to comply with any collective bargaining or other agreement with the employer;~~
- ~~7. Refuse or fail to comply with any provision of this article;~~
- ~~8. Picket homes or private businesses of elected officials or employees;~~
- ~~9. Interfere with or coerce the employer in the selection of its agent for bargaining;~~
- ~~10. Interfere with the normal process of negotiations between the duly authorized negotiating teams of the employer and the exclusive representative; or~~
- ~~11. During the negotiating process, including the impasse procedure, discuss any issue with village elected officials which is a subject of negotiations. (Ord. 1993-02, eff. 4-1-1993)~~

#### ~~1-7C-14: STRIKES AND LOCKOUTS:~~

- ~~A. Strikes And Lockouts Prohibited: No employee or labor organization shall engage in a strike. No employee labor organization shall cause, instigate, encourage or support a strike. No employee shall cause, instigate or engage in any employee lockout.~~
- ~~B. Procedure: In the case of an action by bargaining unit employees where the employer alleges a strike has occurred, the labor management relations board shall meet in emergency session, within twenty four (24) hours of the filing of the charge by the employer, and determine whether a strike has indeed occurred. In case the board must meet in accordance with this emergency during the absence of a board member, the mayor shall appoint an interim member with due regard to the representative character of the board.~~
- ~~C. Consequences: Should it be determined by the board that bargaining unit employees participated in, caused, instigated, encouraged or supported a public employee strike, walkout or slowdown, the exclusive representative for that bargaining unit shall be automatically decertified by the labor management relations board. In such case, the collective bargaining agreement shall be null and void, the exclusive representative for that appropriate bargaining unit may not collect dues, negotiate or represent employees in any fashion, and shall be barred from serving as the exclusive representative of any bargaining unit of village employees for a period of not less than one year. (Ord. 1993-02, eff. 4-1-1993)~~

#### ~~1-7C-15: VALIDITY OF AGREEMENTS:~~

~~All collective bargaining agreements and other agreements between employers and exclusive representatives are valid and enforceable according to their terms when entered into in accordance with the provisions of this article. (Ord. 1993-02, eff. 4-1-1993)~~

#### ~~1-7C-16: JUDICIAL ENFORCEMENT; STANDARDS OF REVIEW:~~

~~A. The board may request the district court to enforce any order issued pursuant to this article, including those for appropriate temporary relief and restraining orders. The court shall consider the request for enforcement on the record made before the board. It shall uphold the action of the board and take appropriate action to enforce it unless it concludes that the order is:~~

- ~~1. Arbitrary, capricious or an abuse of discretion;~~
- ~~2. Not supported by substantial evidence on the record considered as a whole; or~~
- ~~3. Otherwise not in accordance with law.~~

~~B. Any person or party, including any labor organization, affected by final regulation, order or decision of the board may appeal to district court for further relief. All such appeals shall be based upon the record made at the board hearing. All such appeals to district court shall be taken within thirty (30) days of final regulation, order or decision of the board. Actions taken by the board shall be affirmed unless the court concludes that the action is:~~

- ~~1. Arbitrary, capricious or abuse of discretion;~~
- ~~2. Not supported by substantial evidence on the record taken as a whole; or~~
- ~~3. Otherwise not in accordance with law. (Ord. 1993-02, eff. 4-1-1993)~~

**Footnotes** - Click any footnote link to go back to its reference.

[Footnote 1](#): See [title 2](#) of this code.

[Footnote 2](#): NMSA § 10-11-1 et seq.

[Footnote 3](#): NMSA § 10-15-1, f.

## Chapter 9 MISCELLANEOUS FEES

### 1-9-1: SPECIAL COUNCIL MEETINGS; ADMINISTRATIVE FEE:

### 1-9-2: SUBDIVISION DEVELOPMENT; INFRASTRUCTURE COSTS:

#### **1-9-1: SPECIAL COUNCIL MEETINGS; ADMINISTRATIVE FEE:**

The village has regularly scheduled meetings of the governing body, and said governing body causes advance notice of changed meeting dates and/or times to be published. There shall be an additional twenty five dollar (\$25.00) charge per request for the administrative costs for adding an item for council consideration to any special council meeting that has been scheduled. For a permit that requires preparation and convening of a special council meeting that has not been previously scheduled, the fee will be two hundred fifty dollars (\$250.00). (Ord. 2006-01, 1-19-2006)

#### ~~1-9-2: SUBDIVISION DEVELOPMENT; INFRASTRUCTURE COSTS:~~

~~In addition to fees imposed on subdivision development within the village pursuant to the village subdivision regulations<sup>1</sup>, and other applicable regulations, a fee to recoup necessarily incurred review, engineering and inspection costs to determine compliance with village subdivision public infrastructure requirements is assessed upon subdivision development and shall be paid at the time of approval of a preliminary plat for a subdivision in the amount of one and one-half percent (1 1/2%) of the village accepted cost estimate of the infrastructure of the subdivision to be connected to the village or public services. (Ord. 2000-15, 9-15-2000; amd. 2003 Code)~~

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: See section 10.5.2 of this code.

VILLAGE OF ANGEL FIRE  
Council Regular Meeting Minutes  
Tuesday January 22<sup>nd</sup>, 2013 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 Germscheid, Councilor Welker, Councilor Colenda. Also present Village Clerk Terry Cordova, Village Administrator Jay Mitchell. A full quorum was present.

**Approval of Agenda**

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

**Approval of Consent Agenda**

**1. Approval of January 8<sup>th</sup> Council Work Session Minutes**

**2. Approval of January 8<sup>th</sup> Regular Council Meeting Minutes**

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

**Requests and Responses from Audience (Limited to 3 minutes)**

**1. Jim Ginnings-** Asked that the Village look into dust control for Village roads

**2. Bret Wier-** Encouraged everyone to go out and vote in the upcoming school board elections February 4<sup>th</sup>

**3. Greg Batterschell-** Asked for some clarification on items A and D under new business.

**Announcements and Proclamations –None**

**Reports**

**a. Governing Body Report**

**b. Administrator’s Report**

**c. Staff Report**

Janet Sailor gave a report on the new Angel Fire app and how it works. There will be a presentation on the new app on Thursday January 24<sup>th</sup> at the Angel Fire Visitor Center.

**Business**

**Old Business –None**

**New Business**

**A. The Swearing in of Linda Arthur as Village Deputy Clerk and M. Jay Mitchell as Village Manager**

Mayor Pro-tem Howe made the motion to swear in Linda Arthur as Village deputy clerk, Councilor Germscheid seconded. Motion carried 4-0 Village clerk, Terry Cordova swore in Linda Arthur as Village deputy clerk.

Mayor Pro-tem Howe made the motion to swear in M. Jay Mitchell as Village Manager, Councilor Welker seconded. Motion carried 4-0 Village Clerk, Terry Cordova swore in M. Jay Mitchell as Village Manager

**B. Discussion/ Approval of Resolution 2013-02 Budget Adjustments to the 2012-2013 FY Budget**

Lupita De Herrera, Finance Director stated that the adjustments were to recognize a trail grant that was not in the original budget. The amount of the grant is for \$266,667.00 with a \$66,667.00 match. Administrator Mitchell added that we are not committed to the entire amount

1 village matching funds, grant funds will only be executed to the limits of available village  
2 matching funds . Mayor Pro-tem Howe made the motion to approve resolution 2013-02 to  
3 increase DFA FY 2012-13 budgets. Councilor Welker seconded. With no further discussion the  
4 motion carried 4-0 with Mayor Pro-tem Howe-aye, Councilor Germscheid –aye, Councilor  
5 Welker-aye, Councilor Colenda-aye

6 **C. Discussion/ Approval of an Ordinance Amending Chapters 6,7, and 9 of Title 1 of the**  
7 **Village Code (First 1<sup>st</sup> Reading) (Public Hearing )**

8 Mayor Cottam opened up the public hearing at 6:09pm, with no input the hearing was closed at  
9 6:09pm. Mayor Pro-tem Howe made the motion to approve the first reading of ordinance 2013-  
10 01 amending chapters 6, 7, and 9 of title 1 of the village code. Councilor Germscheid seconded.  
11 With no discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor  
12 Germscheid –aye, Councilor Welker-aye, Councilor Colenda-aye

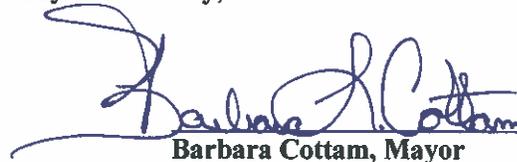
13 **D. Discussion/ Approval of Resolution 2013-03 Establishing the Village Organizational**  
14 **Structure , Departments, Directors, Offices ,and Centers Rescinding All Other**  
15 **Organizational Structures**

16 Mayor Cottam stated that this item was discussed at the last work session. Mayor Pro-tem  
17 Howe made the motion to approve resolution 2013-03 establishing the village organizational  
18 structure, department, directors, offices, and centers rescinding all other organizational  
19 structures. Councilor Germscheid seconded. Administrator Mitchell stated this was the first step  
20 going forward in the preparation of the 2013-2014 FY budget process. That by state statute this  
21 step is required . With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe-  
22 aye, Councilor Germscheid-aye, Councilor Welker-aye, Councilor Colenda-aye  
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24

25 **I. Adjournment**

26 Mayor Pro-tem Howe made the motion to adjourn at 5:49pm, Councilor Germscheid seconded.  
27 Motion carried 4-0  
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29 **Passed, Approved and Adopted on this 12<sup>th</sup> day in February, 2013**  
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34 **Barbara Cottam, Mayor**

35 **ATTEST:**   
36 **Terry Cordova, Village Clerk**  
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