

VILLAGE OF ANGEL FIRE

Angel Fire NM 87710

(575) 377-3232

PUBLIC NOTICE

Council Meeting

Tuesday October 20th, 2015 at 5:30pm at Village Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

1. Approval of the September 15th Regular Council Meeting Minutes

Announcements and Proclamation

Reports

1. Governing Body Report

2. Manager's Report

3. Staff Report

Old Business – None

New Business

- A. Discussion/Approval of Resolution 2015-36 a Resolution to Accept the New Mexico Tourism Department Coop. Marketing Grant for \$3,000.00
- B. Discussion / Approval of Resolution 2015-37 a Resolution Granting a Front Setback of 150 Feet for a Commercial Building Located on Part of Lot 50 Moreno Valley Land 3rd Subdivision in the Overlay District
- C. Discussion/ Approval of Resolution 2015-38 a Resolution Re-Naming the Solar Trail to the Frank Young Trail
- D. Discussion/ Approval of Resolution 2015-39 a Resolution Request First Quarter Budget Adjustments
- E. Discussion/ Approval of a Computer Lease Agreement with ITeam
- F. Discussion / Approval of Dennis Engineering Task Order 15-03 Coffey Well II Electrical Equipment
- G. Discussion/ Approval of a Grant Application for Updated Equipment on the Village's Wildland Engines Through the Volunteer Fire Assistance Grant (VFA)
- H. Discussion / Approval of an Ordinance Amending Chapters 7,11,and 12 of Title 9 of the Village Code (1st Reading)(Public Hearing)
- I. Discussion/ Approval of an Ordinance Amending the 2010 Uniform Traffic Ordinance (UTO) (1st Reading) (Public Hearing)
- J. Executive Session Per NMSA 10-15-1 H (2) and (7)
 - 1)Personnel Matters
 - A. Recommendation From Hearing Officer in the Post Determination Hearing of Raymond Jaramillo
 - 2) Pending/Threatened Litigation
 - A. Joint Declaratory Judgement Action with Angel Fire PID Re: Angel Fire Resort Operations, LLC Claim for Delinquent AFPO Assessments / Dues Against the Village of Angel Fire and/or PID Owned Lands

Terry Cordova, Village Clerk

Barbara Cottam, Mayor

Post: 10/12/2015

THE PUBLIC IS INVITED TO ATTEND

Next Regular Council meeting will be: November 10th, 2015 at 5:30 pm

Subject to Change Until: Friday October 16th, 2015 at 5:30pm

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL

3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710

AGENDA MAY ALSO BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV

IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING ,PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING .

VILLAGE OF ANGEL FIRE
Council Regular Meeting Minutes
Tuesday September 15th, 2015 at the Village Hall
DRAFT

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 Lanon, Councilor Colenda. Also present were Village Manager Richard Tafoya, Village Clerk Terry Cordova. A 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 August 25th 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)

Trini Bradley – Invited everyone to Oktoberfest which will be held October 17th.

Announcements and Proclamations

1. Proclamation 2015-02 Proclaiming October 15 as Eunice “Bets” Loving Day

Mayor Cottam read proclamation 2015-02

Reports:

a. Governing Body Report

Councilor Germscheid gave an update on the Go Solar Go array project

Mayor Cottam added that she was adding David Hartson to the Public Works committee

b. Manager’s Report-None

c. Staff Reports

Brad McCaslin, Police Chief gave an update on the police department (see attached)

Andy Bertges, Fire Chief gave a report on the Chalen Complex Fire (see attached)

Bret Weir – Finance Manager, gave a report on the finance department (see attached)

Old Business-None

New Business

A. Discussion/Approval of the Final Audit Report for FY 2014

Mark Santiago with Axiom gave the audit report (see attached) Mayor Pro-tem Howe made the motion to approve FY 2014 audit reported by Axiom and approved by the New Mexico office of the state auditor . Councilor Lanon seconded. With no further discussion the motion carried 4-0

B. Discussion/ Approval of Resolution 2015-34 a Resolution Granting an Accessory Building in an O-2 District Located at 3655 Mountain View Boulevard

Burl Smith, Village Building Inspector explained that Remax Mountain Realty is requesting a variance to place a storage shed on their property at the blinking light. The request is so they can clean up around the building and keep it from getting cluttered with excess real estate signs. The requirement of O-2 mixed use does say it is also for commercial uses, but does not allow for accessory buildings. Planning and Zoning sends a positive recommendation. Mayor Pro-tem Howe made the motion to approve resolution 2015-34 a resolution granting a variance to allow an accessory building in O-2 mixed use area at 3655 Mountain View Boulevard. Councilor Germscheid seconded.

1 With no further discussion the motion carried 3-0 with Councilor Lanon recused himself
2 from the vote as he is a partner in the business. Mayor Pro-tem Howe –aye, Councilor
3 Germscheid –aye, Councilor Colenda –aye.

4 **C. Discussion / Approval of Resolution 2015-35 a Resolution Granting a Front Yard**
5 **Setback of Fifteen Feet for a Porte Cochere Located at 30 Rio Arriba Drive**
6 Burl Smith, Village Building Inspector explained that Gary and Heather Montgomery
7 are requesting a variance to place a Porte Cochere on their property at 30 Rio Arriba
8 Drive. The Montgomery’s would like to have extra covered parking over the existing
9 driveway since the home has only a single car garage. Planning and Zoning sends a
10 positive recommendation. Mayor Pro-tem Howe made the motion to approve resolution
11 2015-35 a resolution granting a front yard setback of 15 feet for a Porte Cochere located
12 at 30 Rio Arriba Drive. Councilor Germscheid seconded. With no further discussion the
13 motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Germscheid –aye,
14 Councilor Lanon –aye, Councilor Colenda –aye.

15 **D. Discussion / Approval of Change Order #2 to the Camino Grande Project**
16 Amos Torres , Public Works Director explained that this change order was to
17 incorporate the Gabion Baskets and reduces the amount of Riprap approved in change
18 order one to protect slopes at the existing culvert crossing . Mayor Pro-tem Howe made
19 the motion to approve change order #2 to the Comino Grande project .Councilor
20 Germscheid seconded. With no further discussion the motion carried 4-0
21
22
23

24 **Adjournment**

25 Councilor Lanon made the motion to adjourn at 6:05pm .Councilor Colenda seconded. Motion carried
26 4-0
27

28 **Passed, Approved and Adopted on this 20th day in October, 2015**
29
30
31
32
33

34 _____
35 **Barbara Cottam, Mayor**

36 **ATTEST:**

37 _____
38 **Terry Cordova, Village Clerk**
39
40

**ANGEL FIRE
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 09/15/2015
Page : 1
Agency : AFD

Calls For Service Totals By Call Type

08/01/2015 to 08/31/2015

Call Type	Totals
10-17 Traffic Hazard	1
10-44 Property Accident	3
10-59 Mental Person	1
10-89 Welfare Check	3
911 911 Call	1
AOA Assist Other Agency	1
B&E Breaking and Entering	2
CIVIL PR Civil Process	1
COWS OUT Cattle Out	9
DRTEST Driving Test	1
INFORMAT Informational	3
PARKING Parking Problem	2
PRACC Private Property Accident	4
PUBASS Public Assist	1
S15 Special Detail	1
S21A Burglary Alarm	1
S22 Disturbance	3
S22D Domestic	3
S22N Noise Complaint	1
S34 Criminal Damage	1
S35 Narcotics	1
S40 Alarm	1
S42N Trespass Notice	2
S44 Overdose	1
S45 Shots Fired	3
S48 Animal Complaint	3
S49 Harassment	1
S56 Forgery	1
VEHCOMP Vehicle Complaint	2
Grand Total for all calls	58

**ANGEL FIRE
POLICE DEPARTMENT**
3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 09/15/2015
Page : 1
Agency : AFD

Citation Totals By Violation

08/01/2015 to 08/31/2015

Violation		Total
12-10-4 (C)	EXPIRED REGISTRATION	1
12-6-1.1	SPEEDING	2
12-6-12.4	CARELESS DRIVING	3
5-2D-3 (B)	POSSESSION OF LESS THAN 1oz OF MAR	1
5-2D-4 (C)	POSSESSION OF DRUG PARAPHERNALIA	1
	Grand Total	8

**ANGEL FIRE
POLICE DEPARTMENT**
3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 09/15/2015
Page : 1
Agency : AFD

Arrest Totals By Violation

08/01/2015 TO 08/31/2015

Violation		Total
5-2B-9(1)	Negligent Use of a Weapon...	1
5-2B-9(2)	Negligent Use of a Weapon...	1
5-2D-3(B)	POSSESSION OF LESS THAN 1oz OF...	1
5-2D-4(C)	POSSESSION OF DRUG PARAPHERNALIA	1
5-3A-2	ANIMALS RUNNING AT LARGE	2
Grand Total		6

Chalen Complex Fire

Angel Fire FD

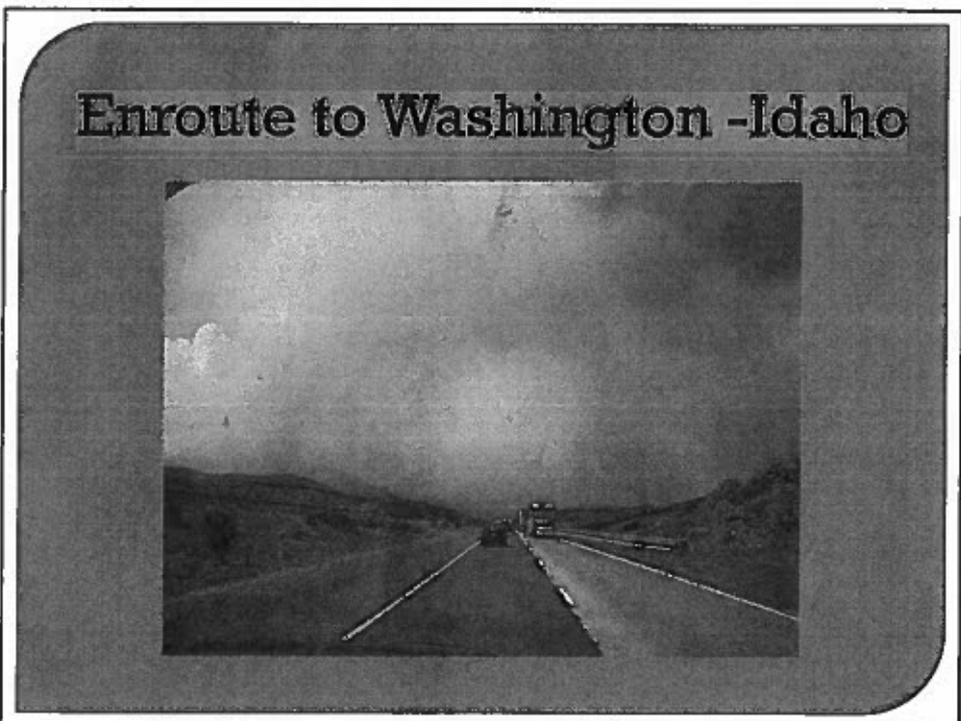
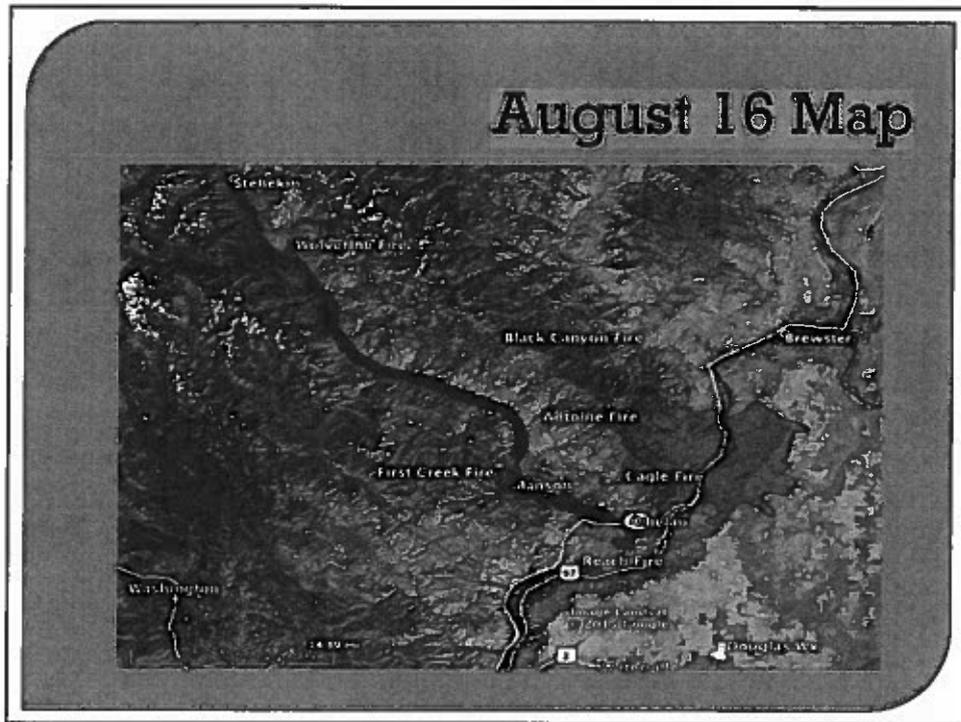
Incident Map

Current Large Incidents September 15, 2015

Legend:

- Type 1 Incident Management Team
- Type 2 Incident Management Team
- Other Incident Management Team
- Incident

● GARDNET COMPLEX	● BUTTE	● ROUGH	● JAY PT BOULDER
● RIVER COMPLEX	● SHANDOGAN COMPLEX	● NORTH STAR	● OAK BROVE
● VALLEY	● PEET CREEK	● NETTLE COMPLEX	● WHEELER
● NATIONAL GREEN COMPLEX	● MUDS	● CARPENTER RD.	● SPRUCE
● CONGAS GREEN	● TANK BLOCK	● HWY 63/64	● ABBOTTWY
● HOLLYSPRING	● CHALAN COMPLEX	● KANABO COMPLEX	● HALE
● LAMPSON	● TRAVIS	● TERRY SPRINGS	● BOVE
● MESA TABLE	● CANYON GREEN COMPLEX	● AVERY COMPLEX	● BAILEY
● HONEYMEW BUTTE	● STATELINE	● MOTORWAY COMPLEX	● WY TEAL

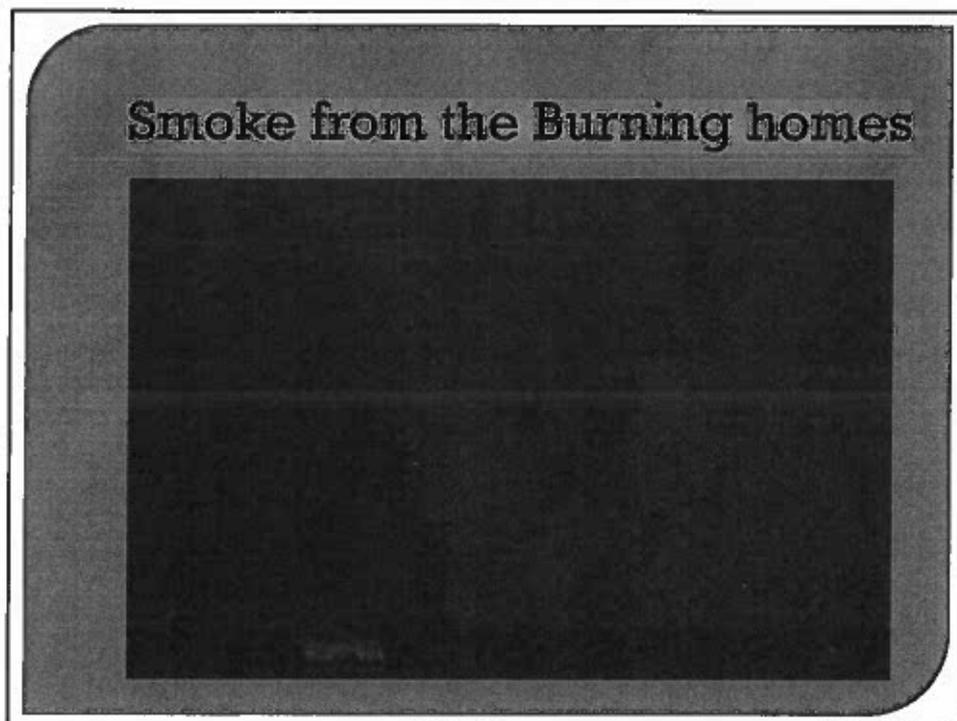
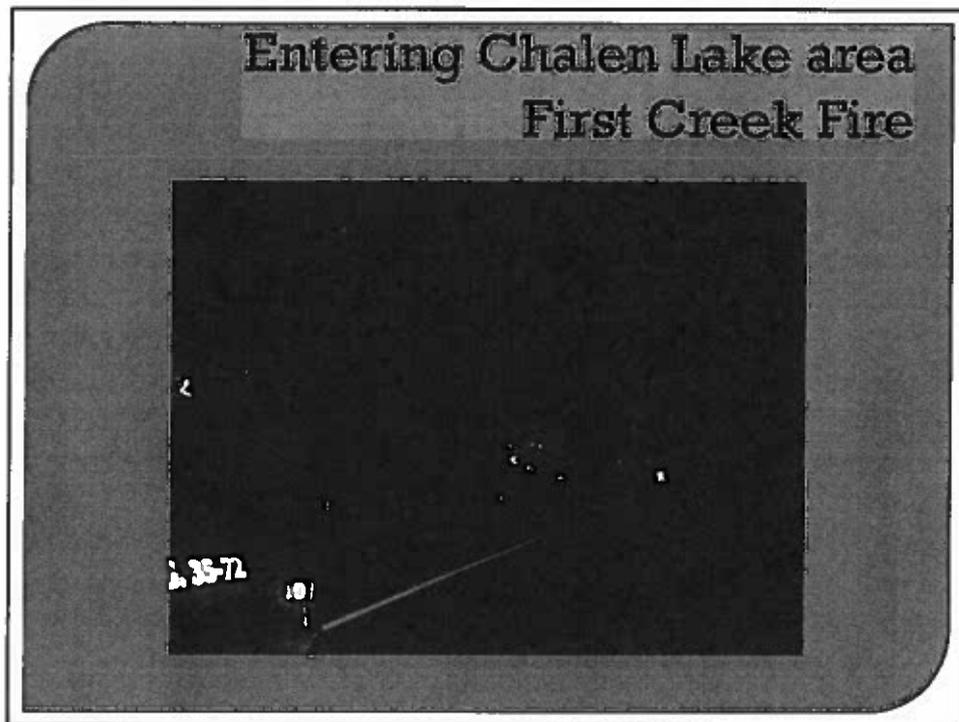


Unchecked Idaho Fire

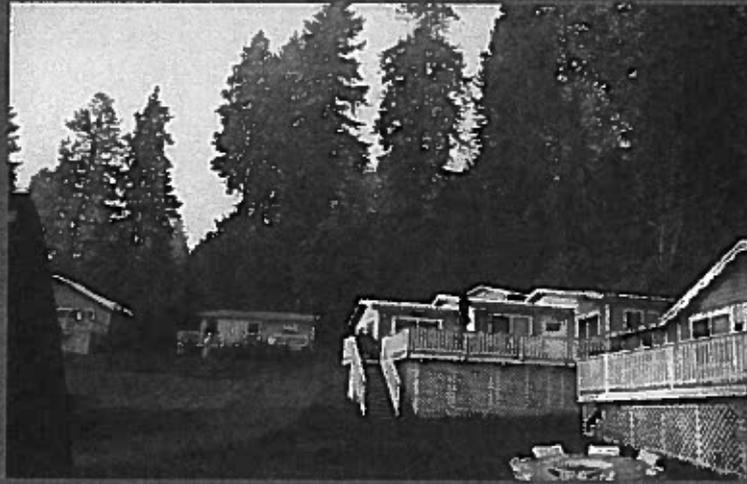


AFFD Fire Crew

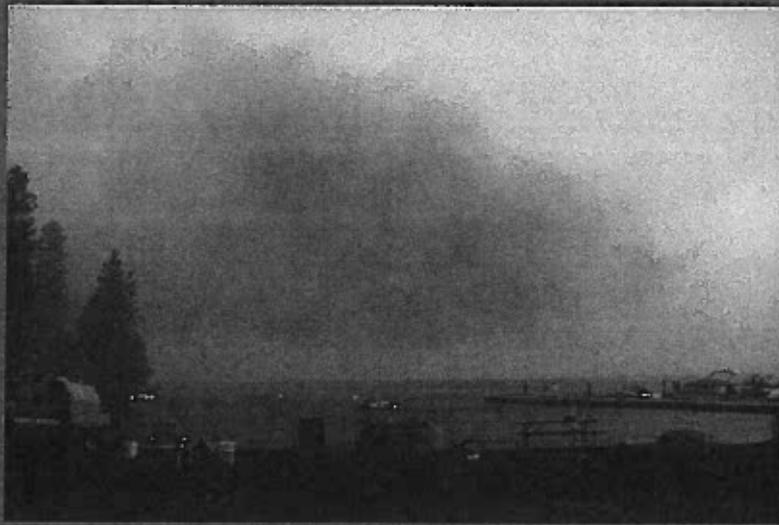


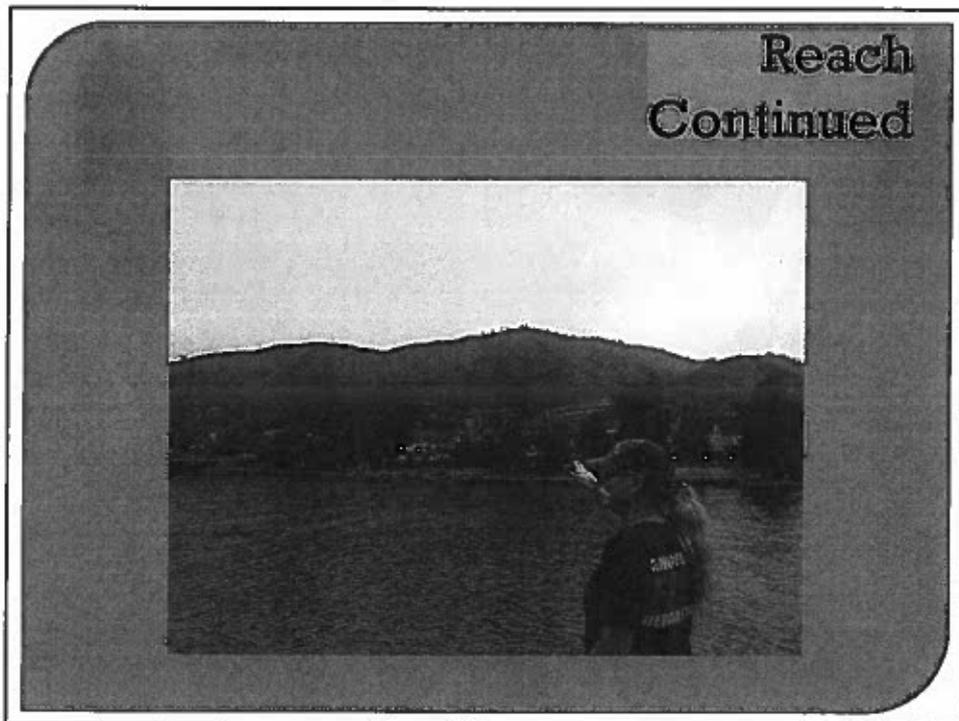
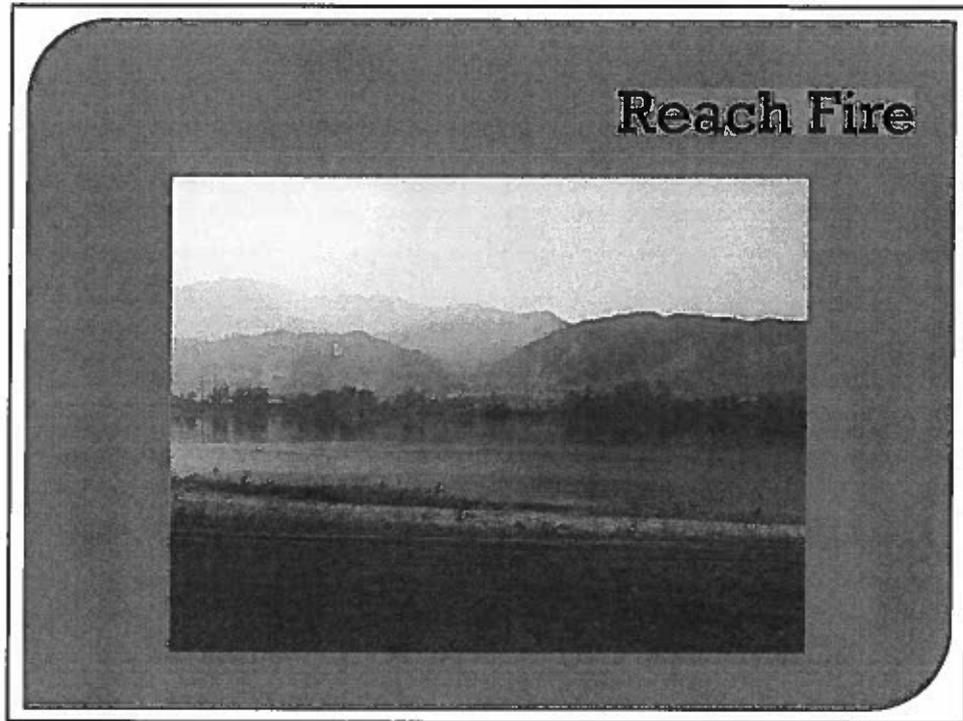


Homes Protected



Blankenship Fire





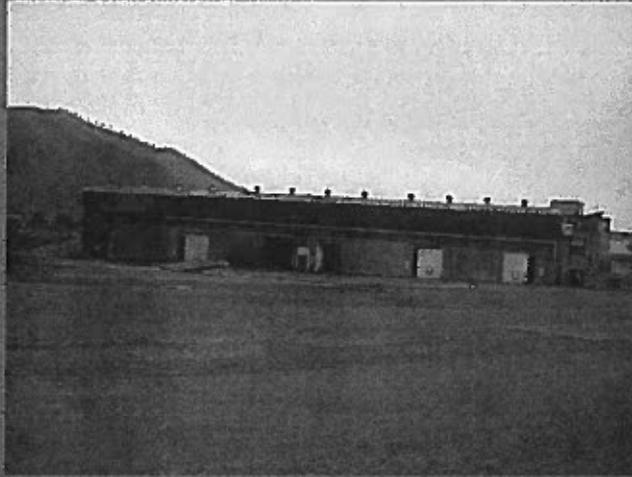
Food processing Building



Produce storage building

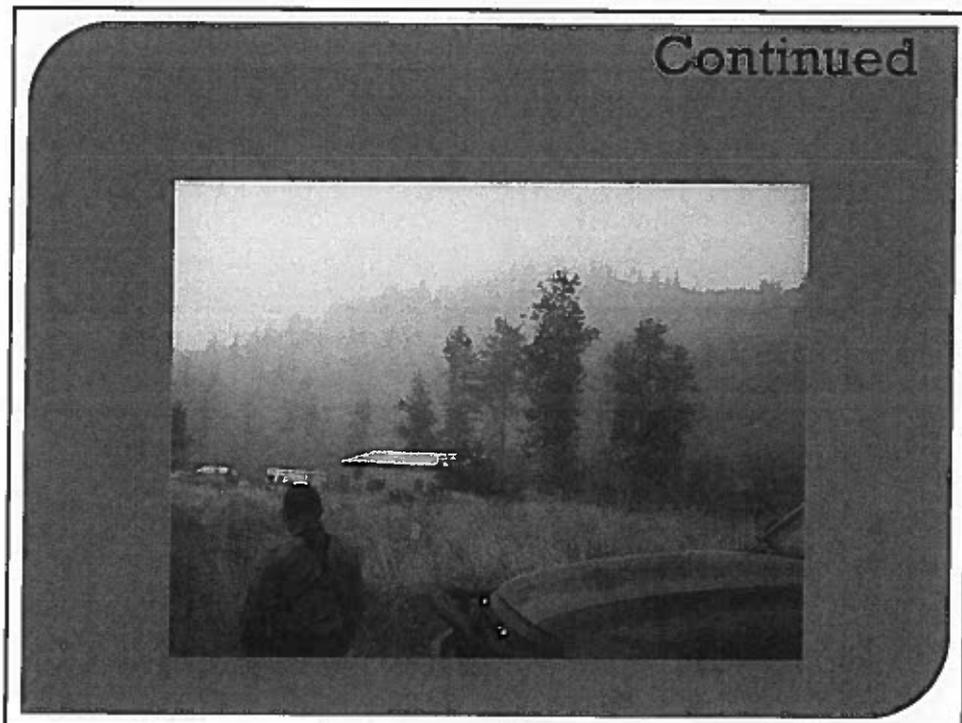
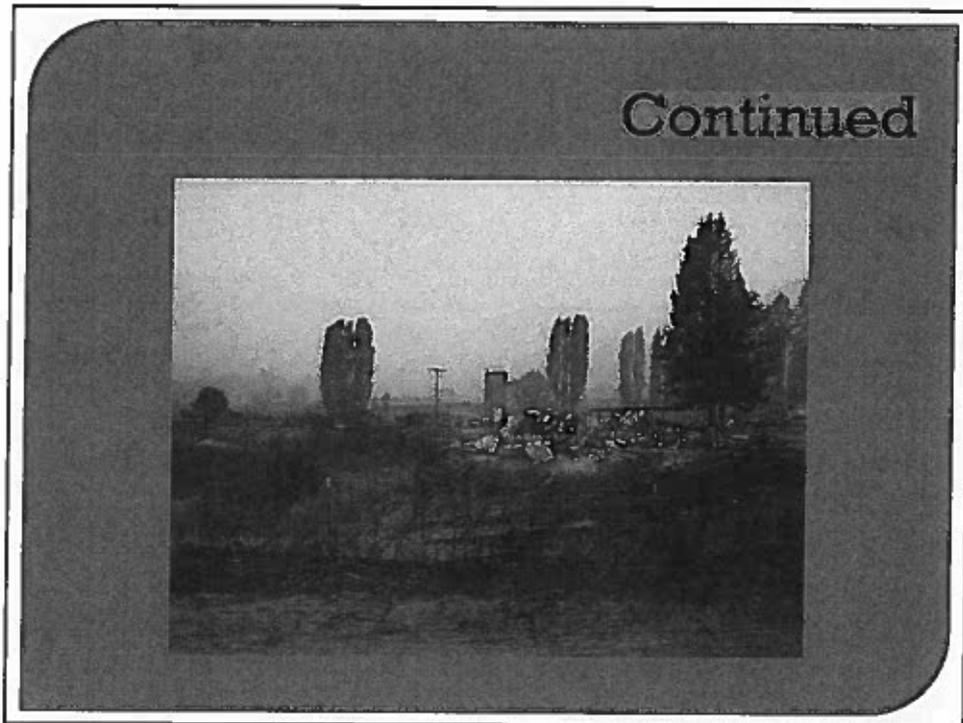


Another processing plant



Lumber yard across the street





**Building Destroyed on our way to
Blankenship**



Heading into the main body



Continued



Continued



Line Construction



Burn Out Operations



Holding



Safety zones and dozer line



Incident Action Plan



Loss of Fire Fighters

- First Responder reported "We've got houses up here, but we cant get resources up here and get them out safely. And there's nothing, there's no safe zones up here"
- Fire started as 2 acres. Few hours later the USFS service truck went off the road and the fire fighters were burned over
- 15 miles from our location

Terrain near the accident site



Village of Angel Fire
Council Meeting
September 15, 2015

Finance Department Report

The council was informed of the meeting on 9/14 with the Auditors to discuss prior year balances and a resolution to them. Checks for deposit were presented by the Mayor to Washington Federal bank for the Cash Reserves CD and three other new accounts. The Council was given the opportunity to ask questions about the Revenue and Expense Report given to them in the August 25 meeting. The Mayor Pro Tem requested a 3 year comparison of revenues for the next meeting on October 20th.

Village of Angel Fire
2014 AUDIT RESULTS
September 15, 2015





Certified Public Accountants
& Business Advisors LLC

Our responsibility under U.S. and Government Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in **all material respects**, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements **does not** relieve you or management of your responsibilities.

Our audit of financial statements includes **consideration of internal control** over financial reporting as a basis for designing audit procedures **but not for the purpose of expressing an opinion** on the effectiveness of the entity's internal control over financial reporting. Accordingly, we considered the entity's internal control for the purpose of determining our audit procedures and not to provide assurance concerning such internal control.

Our responsibility is to plan and perform the audit in accordance with generally accepted auditing standards issued by the AICPA and the Comptroller General of the United States, and to design the audit to obtain **reasonable, rather than absolute, assurance** about whether the financial statements are free of material misstatement.

We are also responsible for **communicating significant matters related to the financial statement audit** that, in our professional judgment, are relevant to your responsibilities in overseeing the financial reporting process. However, **we are not required to design procedures for the purpose of identifying other matters to communicate to you.**

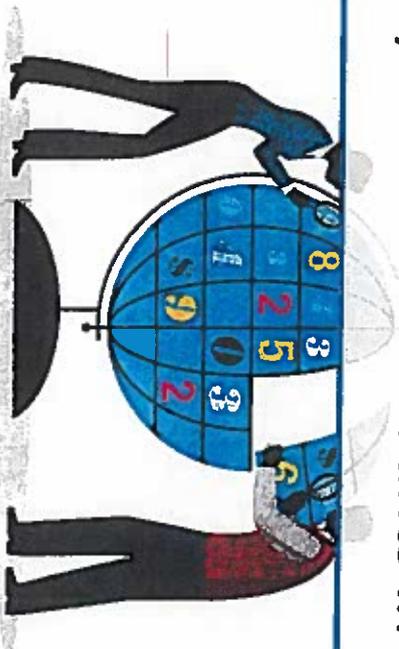
www.axiommm.com



Auditor's report on the financial statements

Modified Opinion

- Financial Statements are presented *fairly in accordance with accounting principals generally accepted in the United States of America* except for the due to/due from accounts in 2014.



OTHER AUDITOR'S REPORTS

**GAGAS Report on Internal Control Over
Financial Reporting and on Compliance
and Other Matters**



Certified Public Accountants
& Business Advisors LLC

COMMUNICATION WITH GOVERNING BODY

Material Weaknesses

A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a **reasonable possibility** that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Significant Deficiencies

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.





**Certified Public Accountants
& Business Advisors LLC**

2012 FINDINGS

- **2003-001 – Due Date of Audit Report**
- **2003-004 – Inadequate Segregation of Duties**
- **2003-006 – Budget Overages**
- **2003-009 – Utility Accounts Receivable**
- **2003-014 – Accounting for Permit Deposits**
- **2004-003 – Travel and Per Diem Disbursements**
- **2005-003 – Annual Capital Asset Inventory**
- **2005-004 – Unbilled Water Receivable**
- **2007-002 – Unlocated Accounting Records**
- **2007-003 – Journal Entry (JE) Process**
- **2007-004 – Inadequate Accounting Records**
- **2008-002 – Timeliness of Due to/Due From Reversals**
- **2009-001 – Unbudgeted Activity**



2012 FINDINGS

- 2009-006 – Control Environment
- 2009-007 – Accounting for State Grants
- 2009-008 – Ineffective Oversight of the Financial Reporting and Internal Controls
 - 2011-001 – Internal Control Over Cash Disbursements
 - 2011-002 – Bank Reconciliations
 - 2011-003 – Violation of Open Meeting Act
 - 2011-004 – DFA Budget Variation in Accounting Records
 - 2012-001 – Capital Assets Disposal Notification
 - 2012-002 – Prior Period Adjustments Over Financial Reporting
 - 2012-003 – Updated Policy and Procedure Manuals
 - 2012-004 – Monitoring and Tracking of Ambulance Receivables





**Certified Public Accountants
& Business Advisors LLC**

2012 FINDINGS – RESOLVED IN 2013

- **2003-014 – Accounting For Permit Deposits**
- **2004-003 – Travel and Per Diem Reimbursements**
- **2005-003 – Annual Capital Asset Inventory**
- **2009-007 – Accounting For State Grants**
- **2011-003 – Violation of Open Meeting Act**
- **2012-001 – Capital Assets Disposal Notification**
- **2012-002 – Prior Period Adjustment Over Financial Reporting**





**Certified Public Accountants
& Business Advisors LLC**

2013 FINDINGS

- **No New Findings**

2014 AUDIT FINDINGS

- **2003-001 – Due date of Audit Report**
- **2003-004 – Inadequate Segregation of Duties**
- **2003-006 – Budget Overages**
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**Certified Public Accountants
& Business Advisors LLC**

2014 AUDIT FINDINGS

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- **2009-008 – Ineffective Oversight of the Financial Reporting and Internal Controls**
 - **2011-002 – Bank Reconciliation**
 - **2012-003 – Updated Policy and Procedure Manuals**
 - **2012-004 – Monitoring and Tracking of Ambulance Receivables**
 - **2014-001 – Prior Period Adjustments**



Thank you!



**VILLAGE OF ANGEL FIRE
RESOLUTION 2015-36**

**A RESOLUTION TO ACCEPT THE NEW MEXICO TOURISM DEPARTMENT'S COOPERATIVE
MARKETING GRANT FOR \$3,000.**

WHEREAS, The Village of Angel Fire Council approves the grant award \$3,000 from the New Mexico Tourism Department, and;

WHEREAS, the funding will be used to promote travel within and to New Mexico by advertising through various forms of media, and;

WHEREAS, the Village must expend an amount that meets or exceeds twice the amount of the grant award through actual cash expenditures, to meet our match requirement of fifty-percent (50%), and;

WHEREAS, the Village must use the Tourism Department's toolkit in creating all advertising, using the New Mexico True brand whenever possible, and;

NOW THEREFORE, BE IT RESOLVED, that the Village of Angel Fire Council, on behalf of the Village of Angel Fire, New Mexico, approves a \$3,000 Cooperative Marketing Grant for FY2015-2016 from the New Mexico Tourism Department to advertise Village events.

PASSED, APPROVED, and ADOPTED this 20th day of October 2015.

Barbara Cottam, Mayor

Attest:

Terry Cordova, Village Clerk

Agreement Number: 16-418-3002-1032

**NEW MEXICO TOURISM DEPARTMENT
COOPERATIVE MARKETING GRANT AGREEMENT**

This Agreement is between the New Mexico Tourism Department (Department) and Village of Angel Fire, a New Mexico Local Government entity (Contractor), collectively the "Parties". This Agreement is effective on the date of last signature, below.

The New Mexico State Legislature appropriated funds to the Department for the purpose of providing a coordinated statewide perspective with regard to tourism activities.

The Department desires to coordinate a statewide perspective by leveraging certain non-profits', local governments', and tribal governments' tourism advertising.

The Department also wishes to provide advertising and promotional service to promote tourism in New Mexico, and is willing to provide matching funds to further the above purpose.

THEREFORE, the Parties agree as follows:

1. SCOPE OF WORK:

A. The Contractor shall:

1. Promote travel within and to New Mexico by advertising through various forms of media defined in the original application submitted in response to the 2015/2016 Online Application Process at <http://nmtourism.org/coop-marketing/online-application-process/>.
2. Expend an amount that meets or exceeds twice the amount of the Grant Award through actual cash expenditures; in-kind services do not qualify toward the match requirement.
3. Meet or exceed the requirements of the 2015/2016 Online Application.
4. Use the Department's toolkit in creating all advertising. In the case of radio advertising, Contractor must integrate the New Mexico True Brand (Brand), use the slogan "New Mexico Land of Enchantment," or personalize the message to be "(your community/event) is New Mexico True". Integration guidelines are found in the Ad Builder Toolkit at media.nmtourism.org.
5. Provide its own funds, above and beyond the Grant Award, to perform the requirements defined in the Scope of Work of this Agreement.
6. Agree that if Contractor fails to spend all of its awarded funds without notifying the Department during its Mid-Year Status Update described below, that failure may affect Contractor's eligibility for future years' awards.

B. Match Requirement: The Department shall provide a fifty percent (50%) match of eligible expenses up to the amount of the Grant Award: \$3,000.

C. Deliverables:

1. Mid-Year Status Update: During the first full workweek of January 2016, the Contractor shall submit a Mid-Year Status Update confirming that it will expend the balance of the Grant Award grant funds on or before June 10, 2016. If the Contractor anticipates that it will not spend the balance of the Grant Award by May 31, 2016 the Contractor shall notify the Department of the balance it does not anticipate spending in its Mid-Year Status Update, and the Department may designate the balance to another purpose.
2. End of year Tracking and Impact Report (TIR): Contractor shall complete and submit a TIR along with the Contractor's final request for payment on or before June 10, 2016. The TIR is available at nmtourism.org/coop. Failure to submit the completed report on or before June 10, 2016 may result in forfeiture of the final reimbursement.

2. PAYMENT OF AWARD:

- A. The Department shall reimburse to the Contractor in full payment for eligible expenses an amount not to exceed \$3,000 **The Department shall not reimburse the Contractor more than fifty percent (50%) of this amount before January 1, 2016.**
- B. If the Contractor is a non-profit organization, local government, or tribal government and therefore is exempt from paying New Mexico Gross Receipts Tax, and/or is registered with the New Mexico Taxation and Revenue Department to pay gross receipts tax, if applicable. If Contractor is registered to pay gross receipts tax, the amount of the award described in 2.A includes this tax.
- C. Contractor must adhere to the 2015/2016 Online Application and Request for Payment Form. Reimbursement will be made to the Contractor upon the Department's receipt of a completed Request for Payment Form along with supporting documentation, as defined in the form. Requests for payment must be submitted on a quarterly basis. Quarters are defined as follows:
 - First Quarter – July 1 through September 30, 2015
 - Second Quarter – October 1, 2015 through December 31, 2015
 - Third Quarter – January 1, 2016 through March 31, 2016
 - Fourth Quarter – April 1, 2016 through May 31, 2016

Requests must be postmarked on or before the fifteenth (15th) day after the end of each quarter except for the Fourth Quarter ending May 31st. The Fourth Quarter request must be postmarked on or before the tenth (10th) day of June 2016. Failure to adhere to these requirements for the First, Second, and Third Quarters may result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted. Failure to adhere to these requirements for the Fourth Quarter may result in the Department re-designating the remaining Agreement balance and the balance will not be reimbursed at a future date.

3. **TERM:**

Agreement shall terminate on **June 30, 2016**, unless terminated pursuant to Paragraph 4.

4. **TERMINATION:**

- A. This Agreement may be terminated by either of the Parties upon written notice delivered to the other Party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Department's sole liability upon such termination shall be to reimburse for eligible expenses made prior to the Contractor's receipt of the notice of termination, if the Department is the terminating Party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating Party; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit a completed request for payment as defined by Section 2c. This Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**
- B. **Appropriations:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- C. **Termination Management:** Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all reasonable directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention, or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to the Contractor by the Department shall become property of the Department upon termination and shall be submitted to the agency as soon as practicable.

5. STATUS OF THE CONTRACTOR:

The Contractor, and its agents and employees, are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

6. ASSIGNMENT:

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

7. SUBCONTRACTING:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department.

8. RECORDS AND AUDIT:

The Contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records will be subject to inspection by the Department, The Department of Finance and Administration, and the State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

9. RELEASE:

The Contractor, upon final payment of the amount due under this Agreement releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. CONFIDENTIALITY:

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

11. GRANT OF RIGHTS:

- A. For the term of this Agreement, the Department grants to the Contractor a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Contractor's promotion and advertising of and within New Mexico. This includes, but is not limited to the creation and distribution of advertisements defined in the original application submitted.
- B. Any usage of the New Mexico True Brand will be approved by the Department prior to use, and must adhere to the Brand guidelines which can be found at media.nmtourism.org.
- C. The Department may use the advertisements of Contractor upon prior, written approval of Contractor in each instance, granted or withheld in Contractor's sole discretion.

12. QUALITY CONTROL:

The Department shall have the right, at all reasonable times, to inspect the Contractor's goods, services and promotional activities employing the Brand logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate the Agreement should it determine that the use is inconsistent with this Agreement.

13. PRODUCT OF SERVICES: COPYRIGHT:

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. GOVERNMENTAL CONDUCT ACT:

The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to -18 (1967, as amended through 2011), regarding contracting with a public officer or state employee have been followed.

15. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument, in writing, executed by the Parties hereto.

16. MERGER:

This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements

and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE:

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199 (1987, as amended through 2016), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. EQUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty (50) or more employees, spousal affiliation, or, if the employer has fifteen (15) or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. APPLICABLE LAW:

This Agreement is governed by the laws of the State of New Mexico.

20. INDEMNIFICATION:

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

21. OTHER PROVISIONS:

- A. Online Application Form: This Agreement is contingent upon Contractor's compliance with the 2015/2016 Online Application and the 2015/2016 Request for Payment Form. By signing this Agreement, the Contractor acknowledges that it has received a copy of the 2015/2016 Proposal Guidelines and the 2015/2016 Request for Payment Form. The Online Application Form and Contractor response to that form, are incorporated by reference.
- B. Worker's Compensation: The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Department.

22. NOTICES:

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

To the Department:

New Mexico Tourism Department
Audrey Herrera-Castillo
491 Old Santa Fe Trail
Santa Fe, NM 87501
505-412-1183
audrey.herrera-castillo@state.nm.us

To the Contractor:

Village of Angel Fire
Tracy Orr
P.O. Box 610
Angel Fire, New Mexico 87710
(575) 377-2396
torr@angelfirenm.gov

23. AUTHORITY:

The person signing below for the Contractor has the authority to bind the Contractor without further resolution or authorization by Contractor's organization.

The Parties have executed this Agreement as of the date of execution by the State of New Mexico.

CONTRACTOR
By: _____ Title: _____
Date: _____

STATE OF NEW MEXICO
New Mexico Tourism Department
By: _____
Date: _____

NEW MEXICO TAXATION & REVENUE DEPARTMENT
The records of the New Mexico Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department to pay gross receipts and compensating taxes, if applicable.
ID: 02-059436-004
By: _____
Date: _____

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: 10/20/2015

TO: Mayor / Council and Village Manager

FROM: Burl Smith

SUBJECT: VAR 06-15, variance of 105' front setback

Background/Facts : McQuarrie Revocable Trust is requesting a variance to place a commercial/retail building on a piece of property in the Mountain View Overlay District. The request is so that they can sell the property to Triple C Development, Inc. who will actually build. The requirement of Overlay district is for a maximum setback of forty five feet (45'). Planning and zoning sends a positive recommendation with a vote of 4 to 3.

Alternatives: - Deny the variance

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: No

Funding Source: Possible GRT

Finance Department Comments and Review:

The Village has the potential of increased revenue from Construction GRT, Sales GRT, Property Tax, Franchise Tax, etc.


Finance Directors Signature

2) **Attached Documents:** Application
Resolution

3) **Staff's Recommended Motion:** Motion and Second to approve this resolution granting a setback of a 150' maximum.

4) **Village Manager's Recommendation:**

Approval: _____ Disapproval: other: _____

Manager's Comments:

Due to the pending ordinance change the variance could be unnecessary

Signature: 

RESOLUTION NO. 2015-37

A RESOLUTION GRANTING A FRONT SETBACK OF ONE HUNDRED AND FIFTY FEET (150') FOR A COMMERCIAL BUILDING LOCATED ON PART OF LOT 50 MORENO VALLEY LAND 3RD SUBDIVISION IN THE OVERLAY DISTRICT

WHEREAS the current owners wish to sell the property; and

WHEREAS the future owners would like to put in a retail store; and

WHEREAS the lot is very narrow and does not allow for parking on the sides of the proposed building; and

WHEREAS the owner has submitted a variance request of one hundred and five feet (105'); and

WHEREAS the Planning & Zoning Commission has reviewed this request and sends a positive recommendation to Council.

NOW THEREFORE BE IT RESOLVED by the Angel Fire Village Council that a 105' foot variance is granted.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2015

Mayor Barbara Cottam

ATTEST:

Terry Cordova, Village Clerk

**Village of Angel Fire
Variance Application**

Current Owner Name: McQuarrie Revocable Trust
 Current Owner Street Address: 20887 Sweetglen Drive
 Current Owner Mailing Address: Porter, TX 77365
 Current Owner Phone: 281-354-2417

Future Owner Name: Triple C Development, Inc.
 Future Owner Street Address: 200 Armory Road
 Future Owner Mailing Address: Centre, AL 35960
 Future Owner Phone: 256-927-4550

Zoning District: C-1 Commercial w/ MVB Overlay District
 Subdivision: Moreno Valley Third Subdivision Lot#: 50 (lying within)
See attached Legal Description

Requested Variance Details:

<u>Variance Type</u>	<u>Ordinance Requirements</u>	<u>Application Request</u>
Lot Area	5,000	
Front Setback	Min 10'/Max 45'	Max ~150'
Rear Setback	Min 20'	
Side Setback	10' or 0 lot line	
Floor Area	N/A	
Height	40'	
Open Space	20%	
Parking:		
Number of spaces:	21	
Size of spaces:	9x18	
Other:		

Reason for Variance Request: [On a separate sheet of paper, type or print the reason (s) for the variance request, and attach it to this application]

CRITERIA FOR VILLAGE COUNCIL DECISION, Section 9.3.5.C.

In considering a Variance application, the Council shall consider any recommendations of the Commission and the Director and determine whether:

1. An exceptional situation exists whereby the strict application of this zoning code would result in practical difficulties or undue hardship to the owner of such property; or
2. Such variance will result in a public benefit to the citizens of the community; and
3. The variance is consistent with the objectives and purposes of this zoning code and the applicable zoning districts of the village.

Fee: \$100.00

Variance Request Summary

To the Citizens, Village Staff, Planning & Zoning Commission, and Village Council of Angel Fire:

We are pleased to present our proposal for a new Family Dollar store in the Village of Angel Fire which will provide additional jobs, economic benefits, and convenience to your community. The site we are developing presents some difficulties with regard to product deliveries and customer parking. These difficulties can be eliminated with the approval of a variance for the Maximum Building Setback.

Family Dollar makes deliveries with a full size semi-truck having a 53 foot long trailer and a total length of 74 feet, due to the size of the truck it requires a very large area to maneuver. The site is too narrow for the truck to complete a 3-point turn utilizing the front drive aisle and side drive aisle so the truck will be forced to make a complete turnaround behind the building. In order to make a complete turnaround the truck needs a very large pavement area, clear of any obstructions, which will be provided behind the building with our proposed site layout.

Parking in the front of the building promotes convenience and safety. Customers want to park as close to the front of the building as possible; therefore, it is preferred to place the parking in front of the building as close to the entrance as possible. Placing the parking in the front of the building also screens the trash and truck delivery area from the customers. The front of the building is also the most aesthetically pleasing portion of the building; therefore, it is beneficial to everyone to have the building face the highway with the parking in front of the building. For the safety and convenience of the Family Dollar customers, as well as the aesthetics of the Village of Angel Fire, we request that the maximum building setback be modified so that customers can park in front of the building and the truck can make deliveries in the rear of the building, out of sight of the customers and the highway.

Sincerely,

Trey Williams
Triple C Development, Inc.
(Preferred Family Dollar Developer)
256-504-9888
treypwilliams@gmail.com

Jonathan Burkhardt
Burkhardt Engineering
937-388-0060
jdburkhardt@burkhardtinc.com

Legal Description

A tract of land lying within Lot 50 of the Moreno Valley Third Subdivision as shown on a map on file with the County Clerk of Colfax County, New Mexico, in Plat Book 2, Page 49, and being more particularly described as follows:

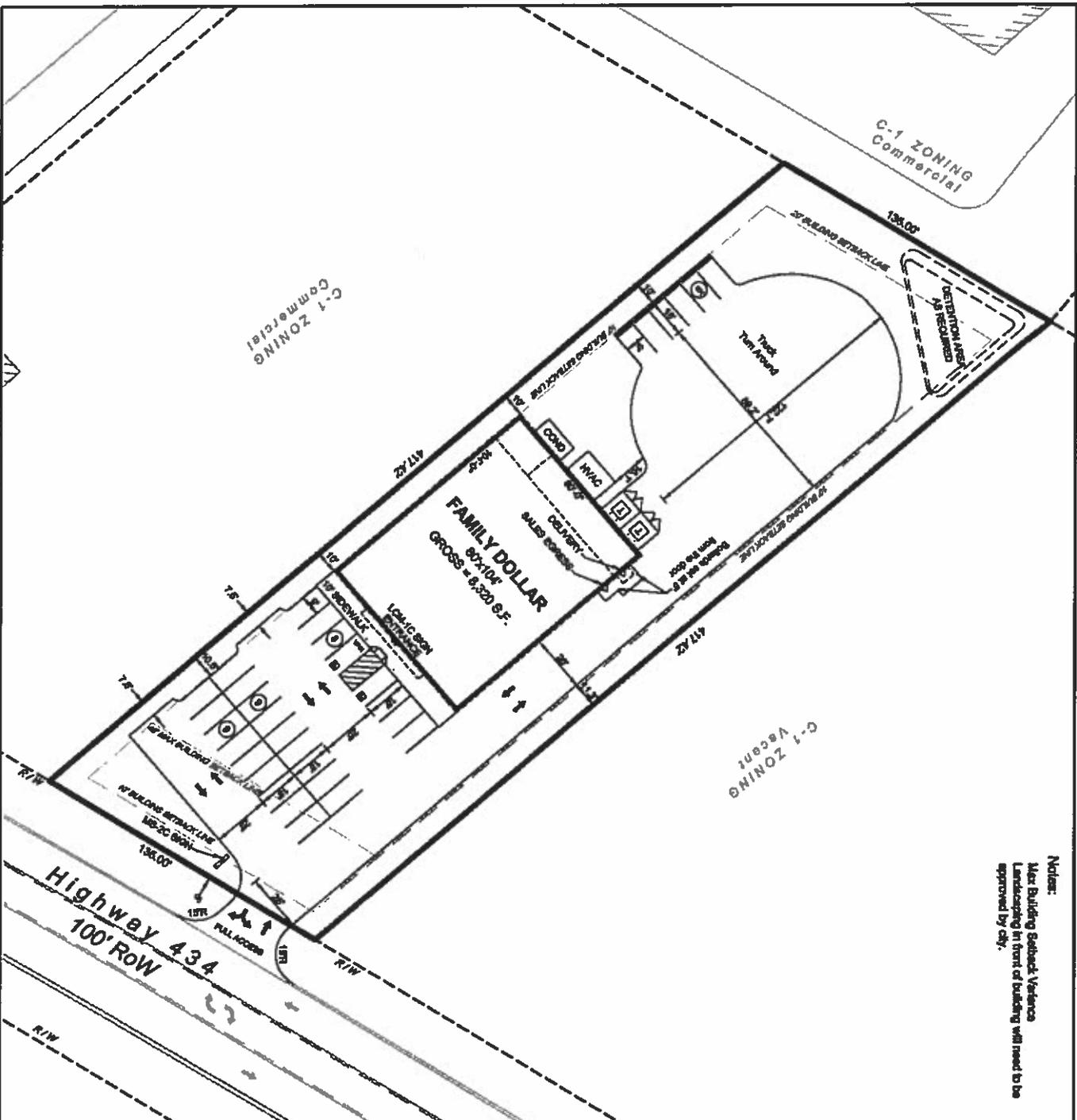
Beginning at the Southwest corner of Lot 50, thence N 64°07'27" E, 1281.98 feet to the Southwest corner of this tract being the point and place of beginning;

Thence North 16° 53' 50" West, 135.00 feet to a point;

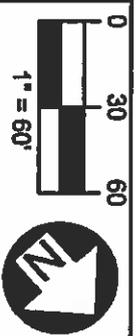
Thence South 88° 41' 33" East, 417.42 feet to a point on the West right of way line of State Road 38;

Thence South 16° 53' 50" East, 135.00 feet along the West right of way of said road to a point;

Thence North 88° 41' 33" West, 417.42 feet to the point and place of beginning.



Notes:
 Max Building Setback Varies
 Landscaping in front of building will need to be
 approved by city.



Site Data:
 Lot Size = 54,531 sq.ft.
 = 1.23 acres
 Pavement Area = 27,000 sq.ft.
 Provided Parking: 32 spaces
 Required Parking: 21 spaces
 Zoning: C-1: Commercial
 -MAB Overlay District
 FEMA Inlet Zone "D" (FIRM # 35007C11000)

Signage:
 LCM-1C SIGN
 Illuminated Building Sign
 28'3 1/2" W x 46' H
 Overall Area = 74.8 sq.ft.
 MS-2C SIGN
 Illuminated Monument Sign
 7'-4 1/2" W x 4'-1 1/4" H x 2' deep
 Overall Area = 20.9 sq.ft.

THE PLAN FOR THIS PROPERTY IS BASED ON THE INFORMATION PROVIDED BY THE OWNER OR SURVEYOR AND THE EXISTING PLAT RECORDS. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL CHECK OF THE RECORDS AND HAS FOUND NO APPARENT ERRORS. HOWEVER, THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY AND HAS NOT VERIFIED THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE SIGNAGE AND THE LAYOUT OF THE DRIVE-THRU AREA. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE DESIGN.

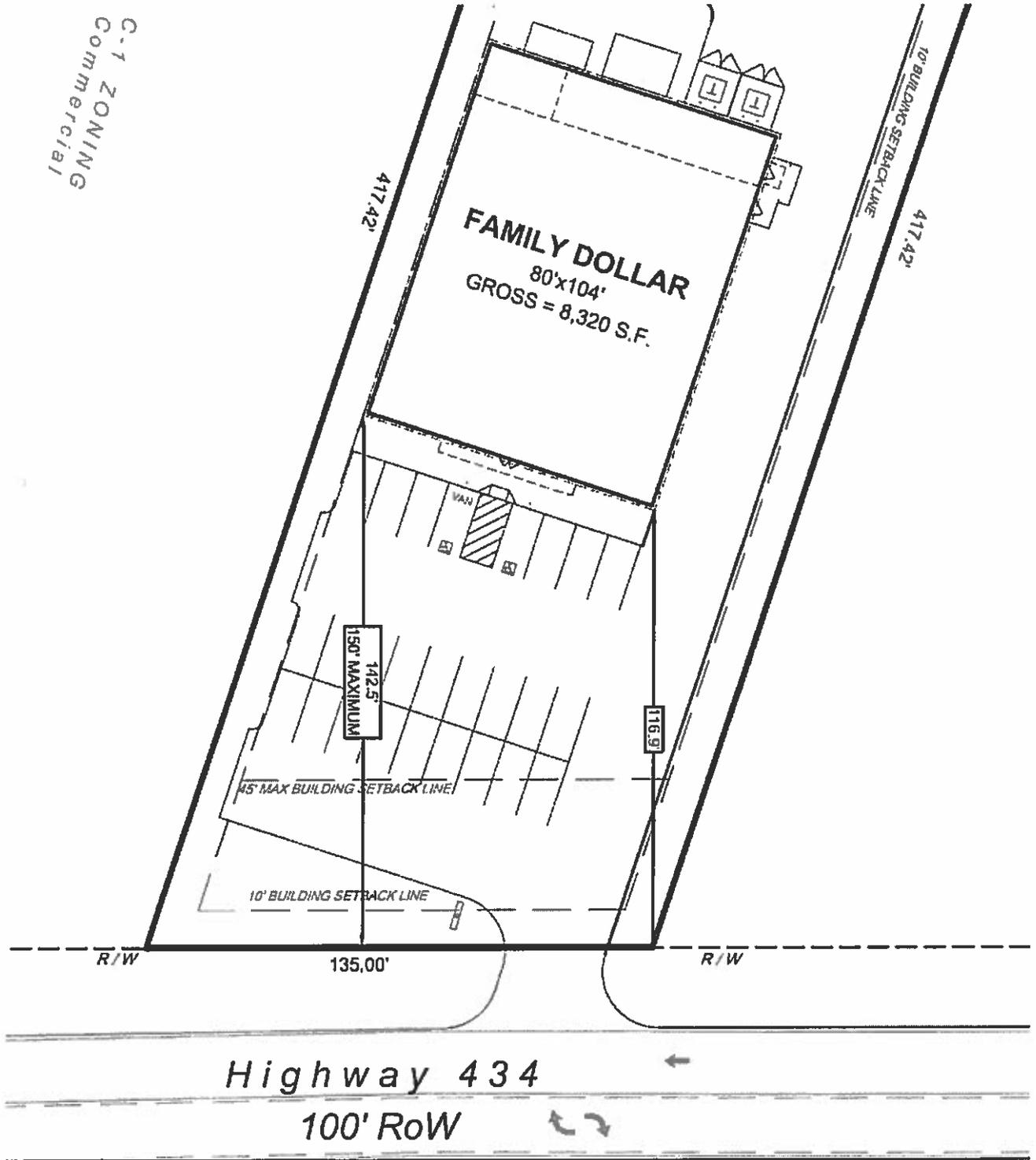
FAMILY DOLLAR
 Hwy 434
 Angel Fire, Colfax County, NM

BURKHARDT ENGINEERS
 Design By:
 Development By:
 Triple C Development, Inc.
 200 Army Road
 Center, AL 35850
 Phone: 205.937.4550
 www.burhardtco.com

No.	Revision/Date	Drawn
1	Original Issue	07/29/2016

Date: 07/29/2016
 Sheet No.: 1 of 1
 Title: Preliminary Site Plan

Setback Diagram



RESOLUTION 2015-38

**A RESOLUTION RE-NAMING THE SOLAR TRAIL THE FRANK
YOUNG TRAIL**

WHEREAS Frank Young has lived in Angel Fire for more than 18 years; and

WHEREAS Frank Young served on the Pedestrian Trails Committee for at least 10 years and continued to consult with and work with the Village after he retired from the Committee; and

WHEREAS Frank Young was instrumental in the development of many pedestrian trails in Angel Fire; and

WHEREAS the citizens of Angel Fire wish to honor and remember Frank Young by re-naming the Solar Trail and the proposed extension the “Frank Young Trail”; and

NOW THEREFORE BE IT RESOLVED by the Angel Fire Village Council that from this day forward, Solar Trail shall be known as the “Frank Young Trail”.

PASSED, APPROVED AND ADOPTED THIS 20TH day of October, 2015.

Barbara Cottam, Mayor

ATTEST:

Terry Cordova, Village Clerk

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: October 20, 2015

TO: Mayor / Council and Village Manager

FROM: Tracy Orr/Fabian Mascarenas

SUBJECT: Approve Resolution 2015-38 a Resolution re-naming the Solar Trail the "Frank Young Trail"

Background/Facts : Frank Young lived in Angel Fire for more than 18 years. He served on the Pedestrian Trails Committee for at least 10 years and continued to consult with and work with the Village after he retired from the Committee. The citizens of Angel Fire wish to honor and remember Frank Young by re-naming the Solar Trail the "Frank Young Trail".

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact:

Budgeted Item:

Funding Source:

Finance Department Comments and Review:

Finance Directors Signature

2) **Attached Documents:** Copy of Resolution 2015-38

3) **Staff's Recommended Motion:** Motion and Second to Approve Resolution 2015-38 re-naming the Solar Trail the "Frank Young Trail"

4) **Village Manager's Recommendation:**

Approval: *J* Disapproval: _____ other: _____

Manager's Comments:

Signature: *[Handwritten Signature]*

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: October 20, 2015

TO: Mayor / Council and Village Manager

FROM: Finance Department

SUBJECT: Approval of the 1st Quarter Budget Adjustment Request

Background/Facts: Attached is a Budget Adjustment Request form containing several needed changes to the 2015-2016 fiscal budget. These changes are the result of unanticipated and unbudgeted revenues and expenses that the Village has encountered in first quarter of the year.

Alternatives: Had these expenditures not been made a reduction of service to the residents and guest of the Village of Angel Fire would have occurred. Several of the requested changes are due to emergency situations and the expenses have already been expended.

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: ___yes ___X no

Funding Source: Some new revenues but primarily the excess in budgeted cash.

Finance Department Comments and Review:

As long as the 2015-2016 revenues meet or exceed the budget amounts the net result of these expenditures will be a reduction in 2016-2017 carryover amounts in the applicable fund's cash balance. To meet cash flow needs of the Lodger's Tax Fund there was a loan made by the General Fund to the Lodgers Tax Fund. We anticipate that this loan will be repaid in February when Lodgers Tax receipts are significantly higher.



Finance Manager's Signature

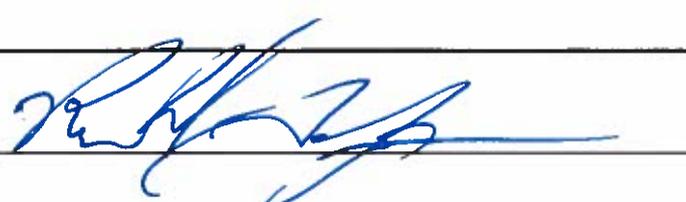
2) **Attached Documents:** Village of Angel Fire First Quarter Budget Adjustment Request Forms

3) **Staff's Recommended Motion:** Motion and Second to approve.

4) **Village Manager's Recommendation:**

Approval: Disapproval: other:

Manager's Comments:

Signature: 



Village of Angel Fire

P.O. Box 610
ANGEL FIRE, NEW MEXICO 87710
(575) 377-3232 FAX (575) 377-3280

VILLAGE OF ANGEL FIRE RESOLUTION 2015-39

A RESOLUTION APPROVING THE BUDGET ADJUSTMENT REQUESTS FOR THE FIRST QUARTER OF THE 2016 FISCAL YEAR

WHEREAS, the New Mexico Department of Finance and Administration requires that budget changes affecting the net revenues or expenses of a department or fund be approved by the Council and

WHEREAS, the Village of Angel Fire has incurred several increases in budgeted revenues and expenses in the first quarter of fiscal year 2016, and

WHEREAS, these changes in revenues and expense must be report as part of the fiscal year 2016 quarterly report to be submitted by October 30, 2015, and

WHEREAS, the purpose of these budget adjustment request are to accurately reflect the revenues and expenditures of the Village of Angel Fire.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Angel Fire to approve the attached Budget Adjustment Request forms for the first quarter of fiscal year 2016:

PASSED, ADOPTED AND APPROVED THIS 17th DAY OF JUNE, 2008.

Barbara Cottam, MAYOR

ATTEST:

Terry Cordova, Village Clerk

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: October 20, 2015

TO: Mayor / Council and Village Manager

FROM: Finance Department

SUBJECT: Approval of the iTEAM Computer Lease Agreement

Background/Facts: The Village is in need of new computer equipment due to the age and lack of support for the current equipment. The computers being replaced are over 5 years old and are very slow to operate leading to loss in staff productivity. In researching the options for replacing the outdated and unsupported equipment it was determined that leasing the equipment would be more beneficial than purchasing the equipment due to the reduction in cash flow requirements and the higher level of technical support provided.

Alternatives: Purchase the equipment.

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: X yes no

Funding Source: Budget for Computer and IT Equipment

Finance Department Comments and Review:

This will be beneficial to staff productivity and the Village's cash flow position.



Finance Manager's Signature

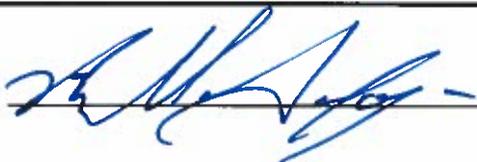
2) **Attached Documents:** iTEAM Consulting HaaS Contract and purchase comparison.

3) **Staff's Recommended Motion:** Motion and Second to approve.

4) **Village Manager's Recommendation:**

Approval: ✓ **Disapproval:** **other:**

Manager's Comments:

Signature: 

ITEAM Consulting Haas Contract

Hardware as a Service Agreement

1. Term of Agreement

- a) This Agreement between **Village of Angel Fire** herein referred to as **Client**, and **ITEAM Consulting LLC**, hereinafter referred to as **Service Provider**, is effective upon the date signed and shall remain in force for a period of **36 months**.
- b) Equipment will be located at: **3388 Mountain View Blvd. Angel Fire, NM 87710**
- c) The Agreement will automatically renew for successive month-to-month terms beginning on the day immediately following the end of the Initial Term, unless terminated by either party upon written notice delivered thirty days prior to the expiration of the Term.

2. Provided Equipment

The Service Provider will provide to the Client the following equipment:

Quantity	Description	Serial Number	Per Month	Extended
4	HP Prodesk, i7, 4GB, 1TB, Radeon 8490		\$42.00	\$168.00
4	Microsoft Office SPLA	NA	\$13.00	\$52.00
1	HP Prodesk, i5, 24GB, 4TB		\$50.00	\$50.00
1	ITEAM SaaS - AppAssure	NA	\$69.00	\$69.00
1	ITEAM AppAssure Offsite - 500GB	NA	\$100.00	\$100.00
Monthly Charge (before tax)				\$439.00

3. Ownership of Provided Equipment

- a) All provided equipment will at all times remain the sole property of the Service Provider.
- b) It is the intention and the understanding of both the Service Provider and the Client that the provided equipment remain separately identifiable personal property.
- c) The Client agrees to protect the equipment from all liens and encumbrances.
- d) The Client agrees not to relocate or destroy the provided equipment, nor to sell, trade or transfer it to any other person, business or entity without prior written agreement from the Service Provider.
- e) The Client will provide free access to the equipment during normal business hours for inspection and maintenance by the Service Provider.
- f) The Client agrees to immediately notify the Service Provider in the event of any damage to or loss of the equipment.
- g) The Client agrees to immediately notify the Service Provider in the event of the sale, closure or discontinuance of the business and to allow the Service Provider immediate access to retrieve the provided equipment.

4. Fees and Payment Schedule

- a) The client agrees to pay the above stated Monthly Charge, plus applicable state and local taxes, by the 10th of each month.
- b) Billing for the equipment is in advance and an invoice will be emailed to the Client at the beginning of each month.
- c) **Services will be suspended and the equipment will be repossessed if payment is not received within 30 days following the due date.**

5. Cancellation

- a) This Agreement may be terminated by the Client upon 30 days written notice to the Service Provider, provided the contract has been in effect for the entire contract term stated above or longer.

iTEAM Consulting Haas Contract

If the contract has been in effect for a period of less than the contracted term, the amount owed for the remaining term of the contract will become due and payable immediately.

- b) This Agreement may be terminated by the Service Provider and all equipment repossessed upon ten days written notice to the Client if the Client's account becomes delinquent or if the Client willfully disregards the terms of this agreement in any manner.
- c) If either party terminates this Agreement the Client agrees to immediately surrender the equipment and allow the Service Provider access to retrieve the equipment.

6. Taxes

- a) It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or products provided under this Agreement.
- b) Client shall pay any such taxes unless a valid taxable exemption certificate is furnished to Service Provider for the stated use.

7. Hardware Warranty and Repairs

- a) The Monthly Charge includes all costs for the equipment itself and hardware warranties.
- b) In the event of a hardware failure the Service Provider will, at their discretion, repair or replace the nonfunctioning equipment.
- c) Labor to diagnose and repair or replace damaged network appliances, such as routers, firewalls and switches, is included in the Monthly Charge. Labor charges to replace computer systems, such as Servers, PC's and Laptops will be covered under a separate Managed Services Contract.
- d) ***Labor to relocate the provide equipment to a different site or a different location within the current site is not covered by this agreement.***

8. Software Licensing

- a) In addition to the terms of this agreement, Client represents that any and all software, which is not supplied by the Service Provider, that Client directs the Service Provider to install on the provided equipment will be duly licensed by the respective software vendors.
- b) The Client will be solely responsible for maintaining software licensing and support contracts for all software provided by the Client.

9. Acceptable Use Policy

- a) The Client agrees to provide adequate facilities and required electrical power for the provided equipment.
- b) All maintenance, service and upgrades to the equipment will be performed by the Service Provider.
- c) The Client agrees not to open, modify, relocate or tamper with the equipment nor allow anyone other than the Service Provider to manage, program or maintain the provided equipment.
- d) The Client agrees to not transmit or store material in violation of any Federal or State laws or regulations, including but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright laws.

10. Coverage and Hours of Operation

Service Provider's normal business hours of operation are **7:00 AM – 6:00 PM** Monday through Friday, excluding public holidays. System Monitoring Services will be provided 24/7/365.

11. Support and Escalation

- a) Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays.

iTEAM Consulting Haas Contract

- b) Trouble Tickets must be initiated by the Client's designated IT Contact Person(s), by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

12. Limitation of Liability

- a) In no event shall the Service Provider be held liable for any direct, indirect, special, incidental or consequential damages arising out of the equipment or services provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, loss of data, costs of substitute equipment, or other costs.
- b) Service Provider will not be held responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of Nature, Internet outages, Power outages, and Extreme weather.

13. Confidentiality

Both parties and their agents agree to not use or disclose the others confidential information, except as necessary or consistent with providing the contracted services, and will protect against unauthorized use, unless compelled to do so by law enforcement or governmental agencies.

14. Mediation

It is agreed by both parties, and any successors in interest, that no claim arising out of services rendered pursuant to this agreement by or on behalf of Client shall be asserted more than six months after the date of the services provided by Service Provider. It is also agreed that Client, if dissatisfied with any aspect of the execution of this contract, will notify the Service Provider in writing within ten days of the discovery of the problem, and allow the Service Provider reasonable time and access to the Client's system to correct the problem. In the event of a dispute, both parties agree to pursue mediation to resolve the issue.

15. Miscellaneous

This Agreement shall be governed by the laws of the State of New Mexico. It constitutes the entire Agreement between Client and Service Provider. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

16. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in in this agreement and no other services, representations or warranties, express or implied, are covered by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:



	iTEAM Consulting, LLC	11/01/2015
Authorized Signature	Service Provider	Date

	German & Associates LLC	
Authorized Signature	Client	Date

Hosted Server Agreement

Appendix A

Maximum Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	1 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 2 hours	ASAP – Best Effort	2 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 8 hours	ASAP – Best Effort	4 hours
Small service degradation (business process can continue, one user affected).	4	within 24 hours	ASAP – Best Effort	48 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

IT Expenses			
	Buy	Lease/mo	
Backup Machine	1,815.99	50.00	
Backup Services		169.00	
Workstations - CDW	1,294.88	27.44	\$3,000 min to lease
Software - CDW - If lease	1,278.84		
Workstations - Systems MD	1,088.00		\$5,000 min to lease through Tiger Leasing, Systems MD doesn't handle leasing directly.
Workstations - ITeam	1,265.00	55.00	includes hardware, software and software assurance for access to new MS Office releases when available, no minimums to lease

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: October 20, 2015

TO: Mayor and Council

FROM: Amos Torres, Public Works Director

SUBJECT: Dennis Engineering Inc. Task Order 15-03 (Coffey II Well Electrical Equipment)

Background/Facts: Coffey II well building has been completed and we now need to get the equipment completed. This Task order will be to start the bidding process for the electrical component of the project. The Village will purchase some of the larger items in order to have a cost savings but will need to have the contractor install. Dennis Engineering will oversee the some of the construction of the electrical work. Task is not to exceed \$10,000.

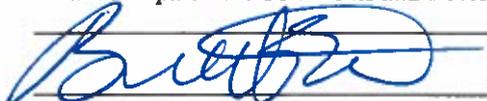
Alternatives:

1) **Financial Impact and Review:**

Financial Impact:

Budgeted Item: yes: X_ no: _ Funding Source: Village of Angel Fire Fund 505 (Water)

Finance Department Comments and Review: _____



Finance Directors Signature

2) **Attached Documents:**

Task Order 15-03

3) **Staff's Recommended Motion: Consideration and approval of Task order 15-03**

~~4)~~

5) **Village Administrator Recommendation:**

Approval: Disapproval: other: _____

Signature: 

Rick Tafoya, Village Manager



dennis
ENGINEERING
c o m p a n y

po box 909
21 main st suite 201
edgewood, nm 87015

o) 505.281.2880
f) 505.281.3640

October 9, 2015

Village of Angel Fire
Amos Torres, Public Works Director
PO Box 610
Angel Fire, NM 87710
Via Email Only: atorres@angelfirenm.gov

Re: **Task Order 15-03**
Coffey Well Number Two: Electrical Equipment

Dear Amos:

Please find enclosed herewith a copy of Task Order 15-03 for review and consideration by the Village. This task order has been updated from the 15-01 document submitted October 6th to correct the task order number and exclude services related to equipping the well as we discussed.

Should the task order be acceptable, please arrange for a representative of the Village to sign and date the yellow shaded blanks on the attached document.

Should there be any questions, please feel free to contact me.

Sincerely,
dennis ENGINEERING company

Tappan Mahoney, PE
President/ Chief Engineer

Enclosures: As listed herein

Xc: File 905-A
Rick Tafoya, Village Manager, email: rtafoya@angelfirenm.gov
Terry Cordova, Village Clerk-Assistant Manager, email: tcordova@angelfirenm.gov
Steve Williams, Vice-President Managing Principal
Debbie Erickson, Administrative Manager

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

between the
Village of Angel Fire
and

dennis ENGINEERING company

TASK ORDER NO. 15-03

PROJECT:

Coffey Well Number Two: Well Equipment and Electrical

I. SCOPE OF BASIC SERVICES TO BE PROVIDED:

- 1. Electrical – Installation of Owner furnished pump control panel and power quality monitor panel; installation of contractor furnished electrical disconnect switch, transformer, lighting, conduit, wire, heater.

Services are further defined and outlined in Attachment III.

PAYMENT TO ENGINEER – COMPENSATION FOR BASIC SERVICES:

Standard hourly rate method of payment.

II. SCOPE OF ADDITIONAL SERVICES TO BE PROVIDED (IF ANY):

None anticipated.

PAYMENT TO ENGINEER – COMPENSATION FOR ADDITIONAL SERVICES:

Standard hourly rate method of payment with an amount not expected to exceed \$12,000 exclusive of NMGRT for budgetary purposes.

III. ANTICIPATED SCHEDULE OF EVENTS::

Upon receipt of a signed task order, Engineer will complete documents and submit for contractor pricing within 30-calendar days and submit in hard copy (paper) and electronic copy (.pdf format) to the Owner.

All other articles of the December 13, 2011 AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES remain the same.

OWNER and ENGINEER have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of October 9, 2015

Prepared by: Tappan Mahoney, PE Date October 9, 2015
(ENGINEER'S or OWNER'S Representative)

OWNER:
Village of Angel Fire
BY: [Redacted]
NAME: [Redacted]
TITLE: [Redacted]
DATE: [Redacted]

ENGINEER:
dennis ENGINEERING company
BY: Tappan Mahoney
NAME: Tappan Mahoney, PE
TITLE: President/ Chief Engineer
DATE: October 9, 2015

ATTEST
BY: [Redacted]

ATTEST
BY: [Signature]

Attachment III

Agreement for Services

This is ATTACHMENT III, consisting of 8 pages, referred to in and part of the Task Order 15-03 between Village of Angel Fire (OWNER) and dennis ENGINEERING company (ENGINEER) for Professional Services dated April 4, 2014.

Initialed by: Owner Engineer TJM

Construction Services Scope of Work, Cost Proposal and Compensation for Engineering Services during the Construction Phase

Upon written authorization to proceed, ENGINEER shall perform the services described below:

PART 3 – CONSTRUCTION PHASE SERVICES

C.3.01 *Bidding and Negotiations*

A. Scope of Work

1. General Assistance with Bidding and Negotiations

- a. Prepare for review and approval by OWNER, its legal counsel and other advisors contract documents, including documents to solicit/ procure services and instructions to bidders, bid forms, agreement forms, notice of award and notice to proceed; incorporating changes or additions to the general conditions or additional information into the supplementary conditions, and assist in preparation of other related documents for the two components of the project.
- b. Prepare technical specifications based on the NM Specifications for Public Works Const, 2006 Ed., incorporating changes or additions to the standard specifications through supplemental specifications, showing the scope, extent and character of the work to be performed and furnished by the Contractor(s).
- c. Assist OWNER in soliciting for and obtaining bids or negotiating proposals for the two components of the project for construction; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conference, if any, and receive and process deposits for Bidding Documents.
- d. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- e. Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- f. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals.
- g. Attend the preconstruction construction conference, if any, prepare minutes and assist OWNER with compiling contract for execution and in assembling and awarding contracts for construction.
- h. The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon completion of the pre-construction meeting or upon cessation of negotiations with prospective Contractors.

2. Assumptions

- a. A pre-bid showing will not be held prior to the receipt of bids. The ENGINEER will prepare an agenda, handouts and meeting minutes.

- b. One (1) addenda are anticipated to provide clarification or additional information following the pre-bid showing.
- c. A pre-construction meeting will be held prior to start of construction, if requested by the OWNER. The ENGINEER will prepare an agenda, handouts and meeting minutes.
- d. Construction services will be procured pursuant to NMSA 13-125A.

C.3.02 Construction Observation

A. Scope of Work

1. General Administration of Construction Contract

- a. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard Form of Agreement between Owner and Engineer for Professional Services. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor shall be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with contractor to extent provided in the Agreement except as otherwise provided in writing.

2. Visits to Site and Observation of Construction

In connection with observation of the work of Contractor while in progress:

- a. ENGINEER shall make site visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Part-time Periodic Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Part-time Periodic Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in paragraph C.3.02. Such visits and observations by ENGINEER and the Part-time Periodic Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgement as assisted by the Part-time Periodic Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph C.3.02.A.2 and other express or general limitations in this Agreement and elsewhere.
- b. The purpose of ENGINEER's visits to and representation by the Part-time Periodic Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not during such visits or as a result of such observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinance, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any

Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- c. Duties, Responsibilities and Authority of the Part-time Periodic Project Representative are set forth in paragraph C.3.02.A.3.

3. Part-time Periodic Project Representative (PR)

- a. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the project representative, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- b. The duties and responsibilities of the PR are as follows:
 - 1) *General:* PR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. PR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. PR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2) *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3) *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4) *Liaison:*
 - a) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b) Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - 5) *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - 6) *Shop Drawings and Samples:*
 - a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of samples for examination.

- c) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved by Engineer.
- 7) *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with PR's correspondence, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8) *Review of Work and Rejection of Defective Work:*
- a) Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to Engineer whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9) *Inspections, Tests, and System Startups:*
- a) Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b) Document whether tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- 10) *Records:*
- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c) Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing Project documentation.
- 11) *Reports:*
- a) Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Draft and review with Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

- c) Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d) Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12) *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward correspondence to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13) *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14) *Completion:*

- a) Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b) Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
- c) Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- d) Observe whether all items on the final list have been completed or corrected and transmit comments to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

c. Project Representative shall not:

- 1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2) Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- 3) Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5) Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8) Authorize Owner to occupy the Project in whole or in part.

4. Defective Work

- a. During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will

prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

5. Clarifications and Interpretations: Field Orders

- a. ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarification and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

6. Change Orders and Work Change Directives

- a. ENGINEER shall review and transmit Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

7. Shop Drawings

- a. ENGINEER shall review Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

8. Substitutes

- a. ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

9. Inspections and Tests

- a. ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

10. Disagreement between Owner and Contractor

- a. ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. Applications for Payment

- a. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:
 - 1) ENGINEER shall determine the amounts that ENGINEER deems Contractor be paid. Such decision regarding payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests

called for in the Contract Documents and to any other qualifications stated in the written correspondence), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's written correspondence regarding payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph C.3.02.11.a.1) are expressly subject to the limitations set forth in paragraph C.3.02.11.a.2) and other express or general limitations in this Agreement and elsewhere.

- 2) By submitting correspondence related to payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of payments nor ENGINEER's correspondence regarding any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

12. Contractor's Completion Documents

- a. ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph C.3.02.7 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

13. Substantial Completion

- a. Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by CONTRACTOR, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

14. Final Notice of Acceptability of the Work

- a. ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may provide comment, in writing, regarding final payment to the Contractor. Accompanying the written correspondence for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph C.3.02.11.a.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

15. Limitation of Responsibility

- a. ENGINEER shall not be responsible for the acts or omission of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

16. Assumptions

- a. Five (5) submittals will be viewed by the ENGINEER, each as an original and one revised submittal. For review beyond a revised submittal (i.e. 3rd revision of submittal) the ENGINEER will be reimbursed for the additional time not included in budget. OWNER may elect to bill the Construction Contractor for this additional time.
- b. Two (2) RFI's will be responded to by the ENGINEER. ENGINEER will be reimbursed for the additional time and expenses associated with responding to RFI's that are incomplete, that is apparent from field operations, that can be reasonably inferred from the contract documents or are with the intent to create conflicting information. Owner may elect to bill the construction CONTRACTOR for this additional time.
- c. One (1) change orders will be reviewed by the ENGINEER for the OWNER's approval.
- d. The ENGINEER will attend two (2) on-site observations or meetings during the construction period as requested by the OWNER based on the budgetary amount established by Task Order 15-03.
- e. OWNER will conduct labor standards interviews, as may be required.
- f. Training O&M manuals and information will be furnished by the construction Contractor and/or the Contractor equipment vendors.
- g. OWNER will purchase the following electrical equipment for installation by the Contractor.

Well pump control panel
Paragon LLC-1 Control Panel

- h. OWNER will coordinate the equipment and services related to equipping the well.
- i. OWNER will purchase and install all piping, valves disinfection equipment and related appurtenances within the building and make connection to the existing distribution system outside the building.

17. Deliverables

- a. Minutes of progress and other meetings.
- b. Copies of RFI's, written response, pay applications, change orders, and project related correspondence.
- c. Daily log reports with photographs accompanying the daily reports, as applicable, will be maintained in the construction project files to be turned over to the OWNER upon completion of the construction, if requested in writing by the OWNER.
- d. Closeout documents required by the construction contract.

B. Compensation for Construction Phase Services

1. Owner shall pay Engineer for Construction Phase Services Standard Hourly Rates Method of Payment, not expected to exceed \$10,000 exclusive of NMGR.T.
2. Assumptions
 - a. The project is funded by the Village of Angel Fire.

C. Progress Schedule for Completing Construction Phase Services

1. Assumed duration of construction is thirty (30)-calendar days for each component of the project.

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: October 20, 2015

TO: Mayor / Council and Village Administrator

FROM: Andrew Bertges, Fire Chief

SUBJECT: Approval of grant application for updated equipment on the Village's wildland engines through the Volunteer Fire Assistance Grant (VFA)

Background/Facts

The Fire Department has an opportunity to update existing wildland fire equipment housed on our apparatus. This includes programmable radios, pumps and various other equipment listed on the attachment. Total cost of \$19240. 10% Fire Department match of \$1924.

Alternatives:

N/A

1) **Financial Impact and Review:**

Financial Impact: None to the Village general fund _____
Budgeted Item: yes no: Funding Source: Fire protection fund 209-10-46025

Finance Department Comments and Review: _____



Finance Directors Signature

2) **Attached Documents:**

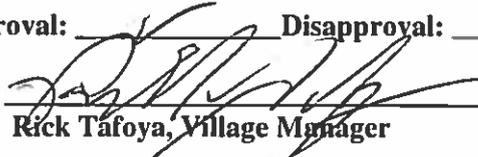
Grant application

3) **Staff's Recommended Motion:** Motion and Second to approve contract

~~4)~~

5) **Village Administrator Recommendation:**

Approval: Disapproval: other:

Signature: 

Rick Tafoya, Village Manager

**Exhibit 1
Assistance (VFA) Grant Application
Federal Fiscal Year 2014**

Applicant Name (Municipality, County, Tribe, or Pueblo): Village of Angel Fire		County: Colfax	
Applicant Mailing Address: PO Box 610 Angel Fire NM 87710			
Telephone: 575-377-3347	Fax: 575-377-6098	E-mail: abertges@angelfirenm.gov	
Local Government Federal Tax Identification Number: 85-0346751			
Local Government State Identification Number (CRS): 02-059436-004-4			
Fire Department's DUNS#: 8327221195 (Required of all federal financial assistance applicants effective Oct. 2003. Obtain at http://smallbusiness.dnb.com/ or by calling 800-333-0505)			
Is your fire department or your fiscal representative registered at Central Contractor's Registration (CCR)?			
<input checked="" type="checkbox"/> Yes (Registrations <i>MUST</i> be updated through the website every year or you become inactive. Please check your status.) <input type="checkbox"/> No (If no, please go to www.ccr.gov to complete required registration. No assistance can be provided without CCR registration.)			
Applicant certifies that by signing this Application, Applicant is compliant with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as well as federal audit requirements. To show compliance, the Applicant must check the website below to indicate if the Applicant's fiscal agent's (county or municipality) audits are available online at:			
http://www.saonm.org/home			
Applicants who fail to provide correct and accurate information on the audits below will be disqualified.			
Please indicate if the audits for your fiscal agent (county or municipality) are available online at the State of New Mexico Auditor's website.			
Fiscal Year 2010	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2011	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2012	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2013	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2014	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
If you indicated NO to any of the above, you must submit a copy of that fiscal year's report sent to the State Auditor's Office with this Application.			
Rural Fire Department Name: Angel Fire Fire Dept			
Mailing Address: PO Box 610 Angel Fire NM 87710		Contact Person: Andrew Bertges	
Telephone: 575-377-3347	Fax: 575-377-6098	E-mail: abertges@angelfirenm.gov	
Grant Amount Requested	\$		

Local Government Match	\$
Total Project Costs	\$
1. Is your community population under 10,000? (Check one)	
Yes <input checked="" type="checkbox"/> (proceed to item 2 below)	
No <input type="checkbox"/> (Applicant does not qualify for VFA)	
2. Which category best describes your project? (Check one)	
A. Training <input type="checkbox"/>	B. Equipment <input checked="" type="checkbox"/>
C. Organizing <input type="checkbox"/>	D. Prevention (VFA only) <input type="checkbox"/>
3. Do you currently have a cooperative agreement with the Energy, Minerals and Natural Resources Department, Forestry Division? (Check One)	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
If No, do you have an agreement with a federal agency? Which one?	
4. What is your fire department's classification by the State Fire Marshal's Division?	
ISO Class 5	For how long? 1 year
5. Is your fire department adjacent to federal land? (Check one)	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
Does your fire department use NIMS (ICS) in day-to-day operations?	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
6. Does your fire department initial attack or fight wildland fires on or near federal land? (Check one) Name of federal Fire Manager you work with: Ray Corral	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
7. If you answered yes to question 6, Check (✓) agency below.	
Bureau of Land Management <input checked="" type="checkbox"/>	National Park Service <input type="checkbox"/>
Bureau of Reclamation <input type="checkbox"/>	Fish and Wildlife Service <input type="checkbox"/>
Bureau of Indian Affairs <input checked="" type="checkbox"/>	U.S. Forest Service <input checked="" type="checkbox"/>
8. Wildland fire training? (indicate number of people who have completed each course)	
Basic wildland training (S-130, S-190)? 10	Advanced wildland training (S-205, S-290)? 3
9. How many engines does your fire department have?	
Wildland? 5	Structural? 2
10. Project description, objectives and benefits - IF REQUESTING EQUIPMENT, ATTACH AN ITEMIZED LIST INCLUDING COST/ITEM (Please use separate sheet of paper if necessary)	

See attachment			
11. Please describe proposed project budget			
1. Item	2. Federal Grant Amount*	3. Applicant Match**	4. Total Item Cost
Example: Wildland coordinator	\$20,000.00	\$2,000.00	\$22,000.00
20,000 x 1.10 = Total with Match (column 4)			
Grand Total	\$ 17316.00	\$ 1924.00	\$ 19240.00
12. Do any of the items listed in this Application have an individual cost of more than \$5,000.00?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
13. Did you receive a VFA Award in Calendar Year 2015?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>

* The grant award amount (Column 2) will be 90 percent of total project cost (Column 4)

** Applicant match (Column 3) must be 10 percent of the federal grant amount cost to be eligible for funding.

As a suggestion from program managers, when you draft your budget, list all items for which you are applying funding for and enter the total cost for each item in Column 4, then calculate the Grand Total. Applicants have the option to apply local match to each item. The grand total for local match MUST equal 10 percent.

Hint: To calculate applicant match of 10% for any grant amount, use this formula as an example.

- A) Grant Amount (Column 2) x 1.10= Total Cost with Match Included (Column 4)
 $\$10,000 \times 1.10 = \$11,000.00$ - Total Cost with Match Included
- B) Total Cost for item (Column 4) /1.10 = Federal Grant Amount(Column 2)
 $(\$11,000 / 1.1) = \$10,000$ - Federal Grant Amount (Column 2)

OFFICIAL REPRESENTATIVES

The VFA program manager designates the people listed below as the official representatives responsible for overall fiscal and programmatic supervision of the grant and may contact them during the application review process. Please print legibly.

FISCAL REPRESENTATIVE	PROGRAM REPRESENTATIVE
Name: Bret Wier	Name: Andrew Bertges
Title: Finance Director	Title: Fire Chief
Mailing Address: PO Box 610 Angel Fire NM 87710	Mailing Address: PO Box 610 Angel Fire NM 87710
Telephone: 575-377-3232	Work Telephone: 575-377-3347
	Cellular Number: 505-603-0416
Fax: 575-377-3280	Fax: 575-377-6098
Email: bwier@angelfirenm.gov	E-mail: abertges@angelfirenm.gov
Other Contact Information:	Other Contact Information:

This application for VFA funding is hereby approved for submittal.



Signature of Authorized Local Government Representative

Andrew Bertges
Print Name

Fire Chief
Title

10/12/2015
Date Application Submitted

Village of Angel Fire Fire Department

P.O. Box 610

Angel Fire, New Mexico 87710

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



1 Digital BK Mobile Radio (Remote Mount)- \$2,935.00
1 Digital BK Mobile Radio (Dash Mount)- \$2,805.00
1 Water tank for Wildland truck- \$2,265.00
1 Fire Wildland Fire Pump- \$4765.00
1 Floating Pump- \$2895.00
1 Trash Pump- \$644.00
1 Foam System- \$578.00
1 Hand Primer- \$68.00
1 LED Light Bar- \$1425.00
1 Hose Roller- \$560.00
Suction Hose- \$300.00

Total: \$19,240.00

Andrew Bertges
Fire Chief
affdchief@afgov.org

575-377-3347 (Station)
575-377-6098 (Fax)

PO Box 610
Angel Fire, NM 87710

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: 10/20/2015

TO: Mayor / Council and Village Manager

FROM: Burl Smith

SUBJECT: Title 9 Amendments

Background/Facts : Over the year the Planning & Zoning Committee put together some items that need to be cleaned up or changed according to what they see may help the Village or it's citizens. The water rights issue is one of the items that had been requested by citizens for the Commission to look at in regards to homes outside of the water availability area. The Halo Estates and Terrace subdivisions are where this is of the most concern. These areas must obtain a well permit and receive water rights from the state for that well. The Mountain View Overlay District is the next section they looked at regarding the maximum setback allowed and whether it was not enough and was hindering future building. The final sections are in the core districts and it was an issue of conflicting uses with regards to the accessory buildings. Planning and zoning sends a positive recommendation.

Alternatives: - Deny the amendments or change the amendments

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: No

Funding Source: Water rights and Possible GRT

Finance Department Comments and Review:


Finance Directors Signature

10/8/15

2) **Attached Documents:** Ordinance
Current Title 9 Sections

3) **Staff's Recommended Motion:** Motion and Second to approve the first reading of the Title 9 amendments

4) **Village Manager's Recommendation:**

Approval: ✓ Disapproval: _____ other: _____

Manager's Comments:

Signature: 

ORDINANCE NO

**AN ORDINANCE AMENDING CHAPTERS SEVEN, ELEVEN, AND TWELVE
OF TITLE NINE OF THE VILLAGE CODE**

WHEREAS every year, staff recommends amendments to Title Nine (zoning) of the Village Code to respond to changing economic and social conditions and practices; and

WHEREAS the Planning & Zoning Commission has reviewed these amendments and recommends that the Council approves these amendments.

NOW THEREFORE BE IT ORDINANCED by the Angel Fire Village Council that the following amendments be adopted.

9-7-14: WATER RIGHTS REQUIREMENTS:

9-7-14D Building Permits:

1. The village shall not issue a building permit to any applicant for a building permit until all water and water rights requirements of this section are satisfied.
2. This restriction shall not apply to building permits issued by the village, which do not require an increase in water use for existing water service [or lots not within the water service area].

9-11-C: MOUNTAIN VIEW OVERLAY DISTRICT

9-11C-4: DEVELOPMENT STANDARDS

2. Maximum front setback: [~~Forty five feet (45')~~] [One hundred feet (100')] from [~~any~~] [Mountain View Boulevard] right of way.

9-12 : CORE DISTRICTS

9-12A-2: PERMITTED USES:

All R-3 permitted uses and all C-1 provisions [except as noted in the Development Standards].

9-12B-2: PERMITTED USES:

All R-3 permitted uses and all C-1 provisions [except as noted in the Development Standards].

PASSED, APPROVED AND ADOPTED this th Day of, 2015

Mayor Barbara Cottam

Attest: _____

Terry Cordova, Village Clerk

9-7-14: WATER RIGHTS REQUIREMENTS:

A. Transfer To The Village; Prerequisites For Increased Water Use:

1. Any person who applies for new municipal water services or who increases the number of bedrooms to an existing dwelling or who changes the use of an existing business that requires an increase in water consumption shall be required to transfer consumptive water rights to the village of Angel Fire in quantities sufficient to meet the water demand of the project, including any line loss. The applicant may meet the water rights transfer requirements of this section by paying a fee in lieu of the transfer in a fee amount sufficient for the village to purchase additional water rights to meet the water demand of the new commercial business or the newly created residential lot.

2. No new municipal water service connection or increase in water use shall be approved or made by the village until an application for service has been signed and completed by the property owner and there has been a completed transfer to the village of water rights or the water rights transfer requirements of this section have been met.

a. A complete transfer includes conveyance of the water right to the village, a deed showing ownership of the water right(s), an approved application of the office of the state engineer (OSE) for transfer of ownership, and a full or partial change in the place of use and purpose of use and point of diversion that is approved by the OSE.

b. The applicant shall bear the costs associated with the transfer of ownership.

c. The applicant shall pay a one time five hundred dollar (\$500.00) fee for the village to perform its due diligence in determining the validity of the water right(s) that the applicant proposed to transfer. This fee shall be waived if the applicant pays a fee in lieu of transferring water rights.

d. The village has the exclusive discretion to approve or disapprove any proposed water rights transfer to the village.

e. By resolution, the village council shall set the fee in lieu of charge per acre-foot of consumptive water right acquisition fee.

3. The requirements of this section for transfers of water rights shall be restricted to new commercial water service connections and to water service, which has been terminated for more than two (2) years. Such requirements do not apply to reconnection or renewal of service which has been terminated for less than two (2) years, or to water rights which have been previously purchased by or transferred to the village water system and approved by the OSE. This would include all residential subdivisions covered by the transfer agreement with the Angel Fire Resort. If the active service increases the use of water, the increase in water usage between the previous use and the increased use must be transferred. Increased use is determined by first computing the average water use of the current user for the past two (2) years based on water bills with the village; that average is then compared to the calculated new use based on a water budget prepared by a licensed engineer. The difference between these two (2) values shall be the additional consumptive water right, if any, to be transferred to the village.

4. The amount of water rights which shall be required to be transferred under this section shall be calculated on an acre-foot consumptive use basis, plus an additional ten percent (10%) of the consumptive use amount to compensate the village for line losses associated with each connection. Completion of such transfers shall be contingent on the approval for such transfer to the village

under the rules, regulations and procedures of, and in compliance with, the state water laws and this code. All costs incurred in connection with any such transfer shall be borne by the applicant.

B. Water Rights Disclosure Statement Required For New Subdivisions: All new subdivisions must include a disclosure statement to prospective buyers the amount of water rights to which each lot is limited according to amount of water rights transferred to the village by the subdivider, a minimum transfer of one-third ($\frac{1}{3}$) acre-foot per dwelling unit is required to be transferred.

C. Annexations:

1. In order to evaluate the impact on the village's water supply, all property owner initiated annexations will be considered upon submittal of a water plan submitted by the property owner(s) requesting annexation. Annexations to the town may be approved only after the village has evaluated the impact of the proposed annexation on the pumping and distribution system and on the availability of water rights.

2. The village may determine that a property or area to be annexed will not have an impact to the village's water supply if such property or area has its own public or private water supply, or such property or area is beyond the service area of the municipal water supply and can be served through the future installation of a public or private water supply.

D. Building Permits:

1. The village shall not issue a building permit to any applicant for a building permit until all water and water rights requirements of this section are satisfied.

2. This restriction shall not apply to building permits issued by the village, which do not require an increase in water use for existing water service [or lots not within the water service area].

E. Transfer Of Water Rights Does Not Waive Any Other Requirement For Water Services: The transfer of any water rights to the village, wherever applicable, in no way abolishes any requirement of connection fees or any other requirements of the village regarding the water system.

9-11C-1: PURPOSE:

The purpose for which the MVB overlay district is created is to ensure that the village's principal arterial streets are developed in a consistent and orderly manner that complements the natural setting of the Moreno Valley.

As Angel Fire grows and develops, there are two (2) populations that have to be addressed and served. The first is that population that calls Angel Fire and the Moreno Valley home full time. The second is that population of seasonal visitors and "second" homeowners that make up our tourism industry.

Currently, there are very few buildings in Angel Fire that are fifty (50) years old to qualify as historical. There is not an existing historical area to preserve. In corporate America, we are witnessing the homogenization of most cities and towns to the point that it is difficult to distinguish one main street from another.

We have the opportunity, using current building technologies, to construct buildings and a streetscape that represent our time and which will be the historical record for future generations of residents and visitors. (Ord. 2008-14, 12-2-2008)

9-11C-2: PERMITTED USES:

A. All of the permitted uses of the underlying zone. (Ord. 2008-14, 12-2-2008)

9-11C-3: CONDITIONAL USES:

A.. All of the conditional uses of the underlying zone. (Ord. 2008-14, 12-2-2008)

9-11C-4: DEVELOPMENT STANDARDS:

A. Area Covered By Overlay Zone: All lots, tracts, and parcels that share a common boundary with Mountain View Boulevard or with U.S. 64 shall be included in this overlay zone.

B. Minimum Lot Area: Five thousand (5,000) square feet.

C. Minimum Front Lot Width: Fifty feet (50').

D. Building Setbacks:

1. Minimum front setback: Ten feet (10') from any right of way.
2. Maximum front setback: ~~Forty five feet (45')~~ [Seventy five feet (75')] from ~~[any]~~ [Mountain View Boulevard] right of way.
3. Minimum side setback: Ten feet (10') or zero lot line.
4. Minimum rear setback: Twenty feet (20').
5. Minimum building separation on same lot: Ten feet (10').

9-12A-1: PURPOSE:

The O-1 district is created to provide areas for a compact, pedestrian oriented, high density center near the ski area with a mix of employment, business, retail and multi-family uses. (Ord. 2002-02, 1-17-2002)

9-12A-2: PERMITTED USES:

All R-3 permitted uses and all C-1 provisions [except as noted in the Development Standards]. (Ord. 2002-02, 1-17-2002)

9-12B-1: PURPOSE:

The O-2 district is created to provide areas for a compact, pedestrian oriented, high density center with a mix of employment, business, retail and multi-family uses. (Ord. 2002-02, 1-17-2002)

9-12A-4: DEVELOPMENT STANDARDS:

A. Minimum Lot Area: Five thousand (5,000) square feet. Lots that were legally platted into sizes less than five thousand (5,000) square feet before December 31, 1999, are considered developable, nonconforming lots.

B. Setbacks:

1. Front Setbacks:

- a. Minimum front setback: Five feet (5') from any road frontage.
- b. Maximum front setback: Twenty feet (20') from any road frontage.

2. Minimum Side Setback: Eight feet (8') or zero lot line.

3. Minimum Rear Setback: Ten feet (10').

C. Minimum Floor Area: One thousand two hundred (1,200) square feet for each building; minimum footprint is one thousand (1,000) square feet.

D. Accessory Buildings: No accessory buildings allowed.

E. Maximum Building Height: Forty five feet (45').

9-12B-2: PERMITTED USES:

R-3 permitted uses and all C-1 provisions [except as noted in the Development Standards] .

9-12B-3: DEVELOPMENT STANDARDS:

A. Minimum Lot Area: 5,000 square feet. Lots that were legally platted into sizes less than 5,000 square feet before December 31, 1999, are considered developable, nonconforming lots.

B. Setbacks:

1. Front setbacks:

- a. Minimum front setback: 5 feet from any frontage.
- b. Maximum front setback: 20 feet from any frontage.
- 2. Minimum side setback: 10 feet or zero lot line.
- 3. Minimum rear setback: 15 feet.
- 4. Minimum setback from Mountain View Boulevard: 10 feet.
- C. Minimum Floor Area: 1,200 square feet for each building; minimum footprint is 1,000 square feet.
- D. Accessory Buildings: No accessory buildings allowed.
- E. Maximum Building Height: 40 feet.
- F. Open Space: 15 percent of the lot area shall be open, unencumbered and free of any building, structure, driveway or parking area.

**VILLAGE OF ANGEL FIRE
ORDINANCE 2015-**

**AN ORDINANCE ADOPTING THE NEW MEXICO UNIFORM TRAFFIC
ORDINANCE 2010 AMENDMENTS COMPILATION BY REFERENCE.**

WHEREAS, the Village of Angel Fire has adopted the New Mexico Uniform Traffic Ordinance; and

WHEREAS, there are changes to the ordinance that require amending ordinance 2010

NOW THEREFORE BE IT ORDAINED BY THE ANGEL FIRE VILLAGE COUNCIL THAT THE FOLLOWING AMENDMENTS BE ADOPTED:

SECTION 1. ADOPTION BY REFERENCE

The 2010 Compilation of the New Mexico Uniform Traffic Ordinance, comprising Sections 12-6-12.6, 12-12-3, new Section 12-1-5.1 , Section 12-1-37, Section 12-7-6 and Section 12-7-8.1 and all changes through July 1, 2015, are herewith adopted by reference pursuant to section 3-17-6 NMSA 1978.

SECTION 2. EFFECTIVE DATE

This Ordinance shall take effect on the day of November, 2015.

PASSED, APPROVED, AND ADOPTED this day of November ,2015

Barbara Cottam, Mayor

ATTEST:

Terry Cordova, Village Clerk

2015 Changes to the Uniform Traffic Code

Underlined = new material

(----) = deleted

12-1-5.1 **AUTOCYCLE.** “Autocycle” means a three-wheeled motorcycle on which the driver and all passengers ride in a completely enclosed, tandem seating area, that is equipped with:

- (1) federal motor vehicle safety standard glazing;
- (2) a roll cage;
- (3) safety belts for all occupants;
- (4) airbag protection;
- (5) antilock brakes;
- (6) a steering wheel; and
- (7) pedals. (66-1-4.1 NMSA 1978)

12-1-37 **MOTORCYCLES.** Motorcycle means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including autocycles and excluding a tractor. (66-1-4.11 NMSA 1978)

12-7-6 **MANDATORY USE OF PROTECTIVE HELMET.**

A. No person under the age of eighteen shall operate a motorcycle unless he is wearing a safety helmet securely fastened on his head in a normal manner as headgear and meeting the standards authorized by 66-7-356 NMSA 1978. No dealer or person who leases or rents motorcycles shall lease or rent a motorcycle to a person under the age of eighteen unless the lessee or renter shows such person a valid operator's license or permit and possesses the safety equipment required of an operator who is under the age of eighteen. No person shall carry any passenger under the age of eighteen on any motorcycle unless the passenger is wearing a securely fastened safety helmet, as specified in this section, meeting the standards specified by the ~~director~~ secretary.

B. Failure to wear a safety helmet as required in this section shall not constitute contributory negligence

C. Autocycles are exempted from the helmet provisions of this section. . (66-7-356 NMSA 1978)

12-7-8.1 **MOTORCYCLE ENDORSEMENT NOT REQUIRED FOR AUTOCYCLE OPERATION.** Autocycles shall be registered as motorcycles and proof of financial responsibility may characterize them as motorcycles, but a driver shall not be required to have a motorcycle endorsement to operate an autocycle. (66-3-1.4 NMSA 1978)