

**VILLAGE OF ANGEL FIRE**  
**Angel Fire NM 87710**  
**(575) 377-3232**  
**PUBLIC NOTICE**  
**Council Work Session**  
**Tuesday December 15<sup>th</sup>, 2015 at 3:30 PM at Village Hall**

**Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Approval of Agenda**  
**Council Work Session:**

- 1. Introduction of New Employees**
- 2. Presentation by Paul Cassidy with RBC Capital**
- 3. Presentation by Fire Chief Andy Bertges Requesting Consideration to Hire Additional Staff for Emergency Management Position (Discussion Only)**

**Adjournment**

**Terry Cordova, Village Clerk**

**Barbara Cottam, Mayor**

**Post: 12/10/2014**

**THE PUBLIC IS INVITED TO ATTEND**

**Subject to Change Until: Friday December 11<sup>th</sup> at 3:30 pm**

**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**

**Angel Fire NM 87710**

**(575) 377-3232**

**PUBLIC NOTICE**

**Council Meeting**

**Tuesday December 15<sup>th</sup> , 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 November 17<sup>th</sup> Regular Council Meeting Minutes**

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

**Announcements and Proclamation**

**Reports**

**1. Governing Body Report**

**2. Manager's Report**

**3. Staff Report**

**Old Business - None**

**New Business**

- A. County Update with County Commissioner Landon Newton**
- B. Discussion/Approval of Municipal Financial Advisor Services with RBC Capital**
- C. Discussion / Approval to Purchase a New Grapple Truck**
- D. Discussion/ Approval of Resolution 2015-44 a Resolution to Approve the Budget adjustment Requests for the Second Quarter of the 2016 Fiscal Year**
- E. Discussion/ Approval of Resolution 2015-45 a Resolution Amending Resolution 2015-45 Establishing Standards for Village Fleet Identification**
- F. Discussion/ Approval of Resolution 2015-46 a Resolution Granting Site Plan Approval for a Family Dollar on a Portion of Lot 50 , Moreno Valley Land 3<sup>rd</sup> Subdivision**
- G. Discussion / Approval of Resolution 2015-47 a Resolution Granting a Front Yard Setback of Twenty One Feet Six Inches for an Addition Located at 121 Panorama Way**

**Terry Cordova, Village Clerk**

**Barbara Cottam, Mayor**

**Post: 12/10/2015**

**THE PUBLIC IS INVITED TO ATTEND**

**Next Regular Council meeting will be: January 12<sup>th</sup> ,2016 at 5:30 pm**

**Subject to Change Until: Friday December 11<sup>th</sup> ,2015 at 5:30pm**

**AGENDA MAY BE PICKED UP AT THE VILLAGE HALL**

**3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710**

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**VILLAGE OF ANGEL FIRE**  
**Council Regular Meeting Minutes**  
**Tuesday November 17<sup>th</sup>, 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 and Village Attorney Joe Canepa. A quorum was present.

**Approval of Agenda**

Mayor Pro-tem Howe made the motion to approve the agenda with the a change to Item D to adding the language "Pulmonary Engineering Report for a water conveyance project. Councilor Germscheid seconded. Motion carried 4-0

**Approval of Consent Agenda**

**1. Approval of October 20<sup>th</sup> Regular Council Meeting Minutes**

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

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

**Announcements and Proclamations**

Mayor Cottam read proclamation 2015-03 recognizing November as National Diabetes Month

**Reports:**

**a. Governing Body Report**

Councilor Colenda reported on the Public Works Committee and their visit to the Village's water/wastewater department.

Councilor Germscheid reported on the solar project with Go Solar Go

**b. Manager's Report**

Manager Tafoya reported on the NLC Conference and his trip to Ruidoso to meet about wildfire protection.

**c. Staff Reports**

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

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

**Old Business**

**A. Discussion/Approval of an Ordinance Amending the 2010 Uniform Traffic Ordinance (UTO) (2<sup>nd</sup> Reading ) (Public Hearing )**

Mayor Cottam opened the public hearing at 5:47pm with no input the public hearing was closed at 5:48. Mayor Pro-tem Howe made the motion to approve the second reading of ordinance 2015-02 an ordinance adopting the New Mexico uniform traffic ordinance 2010 amendments compilation by reference. Councilor Lanon seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Germscheid –aye, Councilor Lanon-aye, Councilor Colenda –aye.

**B. Discussion/Approval of an Ordinance Amending Chapters 7, and 12 of the Title 9 of the Village Code (2<sup>nd</sup> Reading ) (Public Hearing )**

Mayor Cottam opened the public hearing at 5:50pm with no input the public hearing was closed at 5:51pm. Mayor Pro-tem Howe made the motion to approve ordinance 2015-03 an ordinance amending chapters 7 and 12 of title 9 of the village code. Councilor Germscheid seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe -aye, Councilor Germscheid –aye, Councilor Lanon-aye, Councilor Colenda –aye.

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**New Business**

- A. Discussion/Approval of an Agreement Between County of Colfax and Village of Angle Fire for Inmate Confinement**  
Brad McCaslin, Police Chief explained that Vigil-Maldonado Detention Center has been housing prisoners for the village for many years. The village has never had a formal agreement with Colfax County in regards to this. Because of our new procurement process and at the request of the procurement officer we are required to have a formal agreement. Mayor Pro-tem Howe made the motion to approve an agreement for inmate confinement between county of Colfax and Village of Angel Fire. Councilor Germscheid seconded. With no further discussion the motion carried 4-0
- B. Discussion/ Approval of an MOU With the United States Marshals Service**  
Brad McCaslin ,Police Chief explained that the primary mission of the task force is to investigate and arrest ,as part of the joint law enforcement operations ,persons who have active state and federal warrant for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. The Angel Fire Police department is requesting to put one officer on this task force. This would allow a better line of communication and working relationship with local, state and federal agencies. This would also make is easier to request assistance when needed. Brad also stated that the MOU was reviewed and approved by Village attorney Joe Canepa. Mayor Pro-tem Howe made the motion to approve a United States Marshals service violent offender task force memo random of understanding. Councilor Germscheid seconded. With no further discussion the motion carried 4-0
- C. Discussion/ Approval to Accept a Contract Between Village of Angel Fire and Gordon Environmental ,Inc. to Conduct a Study on Managing our Organic Waste**  
Tracy Orr, Grants and Projects explained that the Village of Angel Fire applied for the New Mexico Environment Department grant requesting \$30,000 to hire an environmental firm to conduct a study for the development of an organic waste management plan. This project will involve assessing the organic waste stream, identifying alternatives to manage this waste stream and providing beneficial alternatives for disposal. We were awarded \$30,000 for the grant and after issuing a Request for Interest, selected Gordon Environmental, Inc. to conduct the study. Mayor Pro-tem made the motion to approve contract 105 between the Village of Angel Fire and Gordon Environmental, Inc. for a preliminary engineering report for the assessment of the Village of Angel Fires organic waste management. Councilor Lanon seconded. With no further discussion to the motion carried 4-0
- D. Discussion / Approval of Resolution 2015-37 a Resolution to Apply for Funding From the New Mexico Water Trust Board for a Water Conveyance Project**  
Tracy Orr, Grants and Projects explained that the Village is going to submit a planning request to the Water Trust board to pay for the pulmonary engineering report not only for the SCADA system but for issues with wastewater and out tanks. This will allow for a single report. Mayor Pro-tem Howe made the motion to approve resolution 2015-37, a resolution to apply to the water trust board for a pulmonary engineering report for a water conveyance project. Councilor Germscheid seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Germscheid –aye, Councilor Lanon-aye, Councilor Colenda –aye.

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**E. Discussion/ Approval of Resolution 2015-40 a Resolution to Approve an Application for a New Ambulance for the 2017 EMS Fund Act Grant**  
Andy Bertges, Fire Chief explained the one of the three Village of Angel Fire ambulances is in need of replacing. It has a noted increase in the amount of time spent out of service due to mechanical problems. This grant will provide 75% of the expense, we will have to provide the remaining 25% \$38,630.25. Mayor Pro-tem Howe made the motion to approve resolution 2015-40 a resolution to approve an application for a new ambulance for the 2017 EMS fund act grant. Councilor Germscheid seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Germscheid –aye, Councilor Lanon –aye, Councilor Colenda –aye.

**F. Discussion / Approval of Resolution 2015-41 for the 2016 Regular Municipal Election**  
Terry Cordova, Village Clark explained that the election code required the governing body to call an election by resolution. This item fulfills that requirement. Mayor Pro-tem Howe made the motion to resolution 2015-41 for the 2016 regular municipal election. Councilor Germscheid seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Germscheid –aye, Councilor Lanon-aye, Councilor Colenda –aye.

**G. Discussion/ Approval of Resolution 2015-42 a Resolution to Grant a Rear Yard Setback of Eleven Feet for a Deck and Hot Tub Located at 181 El Camino Real**  
Burl Smith, Building Inspector explained that Dan and Cammie

**H. Executive Session Per NMSA 10-15-1 H (7)**

**1) Threatened Litigation**  
**A. McQuarrie Revocable Trust**

Mayor Pro-tem Howe made the motion to go into executive session at 6:07 per NMSA 10-15-1 H 7. Councilor Lanon seconded. Motion carried 4-0 with Mayor Pro-tem -aye, Councilor Germscheid –aye, Councilor Lanon-aye, Councilor Colenda –aye.

Councilor Lanon made the motion to come out of executive session at 6:54pm. Councilor Colenda seconded. Motion carried 4-0.

Mayor Cottam stated that only the items on the agenda were discussed and no decision were made.

Mayor Po-tem Howe made the motion to approve resolution 2015-43 a resolution that the 2008-14 Mountain View Blvd corridor overlay zone amendments to the 2005-03 MVD ordinance were not properly enacted pursuant to state statue section 3-21-6B requiring first a notice mailed to property owners and ordinance 2008-14 thus not effective and is rescinded as far as enforcement against McQuarrie Revocable Trust and all other property owners in the MVD. Resolved that the 2005-03 MVD ordinance is valid and effective and shall apply for all building permit application until new amendments are valid with proper notice. Resolved that Planning and Zoning shall hearing with proper notice on amendments pursuant to law. Councilor Colenda seconded. With no further discussion the motion carried 4-0 with Mayor Pro-tem Howe –aye, Councilor Germscheid –aye, Councilor Lanon-aye, Councilor Colenda –aye.

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**Adjournment**

Councilor Lanon made the motion to adjourn at 6:59pm .Councilor Colenda seconded. Motion carried  
4-0

**Passed, Approved and Adopted on this 15<sup>th</sup> day in December, 2015**

\_\_\_\_\_  
**Barbara Cottam, Mayor**

**ATTEST:**

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

Village of Angel Fire  
Council Meeting  
November 17, 2015

**Finance Department Report**

The council was informed that the 2014-2015 Audit was on schedule and the Village audit should be submitted on time for the first time in 12 years. The council was also informed of the Finance Department restructuring. Waverly Bell will be promoted to the GL Accountant position. Amy Meuhleisen will be promoted to AP/Payroll Manager. The position of AR Manager will be eliminated and a new position of Utility Clerk will be added. This transition will allow us to recognize and reward current staff for their ongoing contribution to the operation of the Village and will save the Village approximately \$20,000 a year in payroll expenses.

Bret E. Wier  
Finance Manager

### **National League of Cities (NLC) Conference Nov. 4 - 7**

- Financial Strategies – Public/private partnerships, GO Bonds, and User fees
- Development – Asset/limitation analysis, Public /private partnerships, Value-added endeavors
- Networking

### **Ruidoso Wild land Fire Protection Visit Nov. 9, 2015**

Amos and I met with Dick Cooke, Ruidoso's forest technician. He gave us a tour of the thinned area, 90% completed. The Forestry program is subsidized by the general fund because the fee they are charging is not enough to cover the technicians. Their project is well run and is an excellent model.

**ANGEL FIRE  
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD  
ANGEL FIRE, NM 87710

Date : 11/17/2015  
Page : 1  
Agency : AFPD

**Calls For Service Totals By Call Type**

10/01/2015 to 10/31/2015

Call Type	Totals
10-44 Property Accident	1
10-45 Injury Accident	2
10-75 Stolen Vehicle	1
10-89 Welfare Check	2
911 911 Call	2
AOA Assist Other Agency	3
B&E Breaking and Entering	1
COWS OUT Cattle Out	2
DRTEST Driving Test	1
INFORMAT Informational	2
S11 Abandoned Vehicle	1
S13A Suspicious Activity	2
S13P Suspicious Person	1
S22 Disturbance	1
S25 Fire	1
S3 Hit and Run Accident	1
S35 Narcotics	1
S37 Suspicious Incident	2
S38 Theft	1
S40 Alarm	3
S42 Trespassing	1
S42N Trespass Notice	1
S48 Animal Complaint	1
S49 Harassment	1
S55 Open Door	1
S66 Lost / Found Property	1
S8 Lost / Missing Person	1
<b>Grand Total for all calls</b>	<b>38</b>

**ANGEL FIRE  
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD  
ANGEL FIRE, NM 87710

Date : 11/17/2015  
Page : 1  
Agency : AFPD

**Citation Totals By Violation**

10/01/2015 to 10/31/2015

<b>Violation</b>	<b>Total</b>
12-6-12.6(A)(6) DRIVING ON A SUSPENDED LICENSE	1
<b>Grand Total</b>	<b>1</b>

**ANGEL FIRE  
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD  
ANGEL FIRE, NM 87710

Date : 11/17/2015  
Page : 1  
Agency : AFD

**Arrest Totals By Violation**

10/01/2015 TO 10/31/2015

<b>Violation</b>		<b>Total</b>
30-31-23	POSSESSION OF CONTROLLED SUBSTANCE	2
30-31-25.1	POSSESSION OF DRUG PARAPHERNALIA	2
<b>Grand Total</b>		<b>4</b>





**RBC Capital Markets®**

RBC Capital Markets, LLC  
6301 Uptown Blvd. NE, Suite 110  
Albuquerque, New Mexico 87110  
(505) 872-5999  
(505) 872-5979 - Fax

DECEMBER 10, 2015

Rick Tafoya, Village Manger  
Village of Angel Fire  
PO Box 610  
Angel Fire, NM 87110

Re: Municipal Advisory Services

Dear Mr. Tafoya:

As you undoubtedly know, the municipal finance industry has experienced, and continues to experience, regulatory changes reflecting the passage of the Dodd-Frank legislation. RBC Capital Markets, LLC ("RBCCM") strives to be at the forefront of being responsive to these regulatory changes, and in doing so, believes it is important that our municipal advisory clients be mindful of certain considerations in how we interact with underwriters when serving as your municipal advisor.

#### COMMUNICATIONS WITH UNDERWRITERS

In advising you with the issuance of debt obligations ("Bonds") to meet your financing needs, RBCCM may receive communications from underwriters on your behalf regarding the offer and sale of Bonds. RBCCM believes it is important for you to understand how we will handle these communications in our role as municipal advisor to avoid any real or perceived conflicts.

- If underwriters contact us with financing proposals, marketing materials or solicitations to underwrite your Bonds, we will recommend that they contact you directly while providing RBCCM with a copy of any such materials to review on your behalf.
- When we receive requests by underwriters for information about your planned issuance of Bonds, unless otherwise directed by you, we will provide the same generally available public information about your financing plans to any underwriters requesting such information on an equal access basis.
- We may occasionally have contact with underwriters in restaurants or other social settings where business related conversation regarding your financing plans occurs; as municipal advisor, we will not accept any meals, entertainment or other items of value other than usual and customary business meals held in the offices of the underwriter.

#### COMPETITIVE SALES

With respect to Bonds that you decide to sell via competitive bid in a public sale:

- RBCCM, as municipal advisor, will recommend that Notices of Sale be posted to an electronic bid submission system (such as i-Preo's Parity System). In situations where use of an electronic bidding system is unavailable or otherwise undesirable, we will recommend the Notice be sent to at least three potential bidders selected by you as the issuer.

**SELECTING UNDERWRITER(S) FOR NEGOTIATED SALES**

If you select a negotiated sale for the Bonds, it is also important for you and us to understand how the underwriter(s) will be selected by you.

- Upon your request, we will generally provide a list of three or more firms of potential underwriters that we reasonably believe are qualified to provide underwriting services for your bond issue based on past experience of you and other issuers, independent rankings, general industry information and other objective factors.
- Upon your request, we will solicit on your behalf underwriter proposals for marketing and selling the Bonds, using a request for proposal or other process that you deem acceptable.
- Upon your request, we will provide you with summary information regarding the underwriter proposals you receive (e.g., qualifications, rankings, other evaluative data) for your review and consideration.
- While we may provide advice and assistance, you agree to select the underwriter(s) and designate their roles (senior manager, co-manager, etc.) and any syndicate policies or arrangements among the underwriters you select.

RBCCM appreciates the opportunity to serve as your municipal advisor and hope you value our efforts to do so in a fair and equitable manner. If you have any questions regarding the above understandings, please do not hesitate to ask us.

Sincerely,

RBC CAPITAL MARKETS, LLC



Paul Cassidy, Managing Director

**ACKNOWLEDGEMENT**

ACKNOWLEDGED this \_\_\_ day of \_\_\_\_\_, 2015

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



**RBC Capital Markets®**

RBC Capital Markets, LLC  
6301 Uptown Blvd. NE, Suite 110  
Albuquerque, New Mexico 87110  
(505) 872-5999  
(505) 872-5979 - Fax

December 10, 2015

Rick Tafoya, Village Manger  
Village of Angel Fire  
PO Box 610  
Angel Fire, NM 87110

Ladies and Gentlemen:

**Retention of RBC Capital Markets, LLC.** We understand that the Village of Angel Fire, New Mexico ("Issuer" or "you") has under consideration the issuance of obligations evidencing indebtedness ("Obligations") and that in connection with the issuance of such Obligations you hereby agree to retain RBC Capital Markets, LLC ("RBC CM") as your municipal advisor in accordance with the terms of this municipal advisory agreement ("Agreement"). The Issuer agrees that the municipal advisory duties of RBC CM shall apply only to matters pertaining to the issuance of such Obligations and that RBC CM is not acting as your municipal advisor with respect to any other matters absent an explicit written municipal advisory agreement.

1. **Scope of Services.** As municipal advisor, we agree to perform the following:
  - (a) Analyze the financing alternatives available to the Issuer, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
  - (b) Recommend a plan for the issuance of the Obligations that will include: (1) the type of bonds (current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (fixed or variable); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; and (9) other matters that we consider appropriate to best serve the Issuer's interests.
  - (c) Advise you of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.
  - (d) Organize and coordinate the financing team selected by you. We will select the paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you.
  - (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel will issue an opinion to the effect that the

disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and assisting in the municipal advisory aspects of preparing appropriate legal proceedings and documents, including documents concerning any required election.

- (f) Assist in the Issuer's preparation of the Preliminary Official Statement ("POS") and the Official Statement ("OS") or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) In connection with a competitive sale, we will:
  - i. coordinate the preparation of the Official Notice of Sale, the Uniform Bid Form (containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale) and other such documents which you may request or deem appropriate;
  - ii. submit all such documents for examination, approval, and certification by appropriate officials, employees, and agents of the Issuer, including bond attorneys;
  - iii. coordinate delivery of these documents to a list of prospective bidders;
  - iv. where appropriate, organize investor meetings;
  - v. coordinate the receipt of bids;
  - vi. advise as to the best bid, including acceptance or rejection of the best bid;
  - vii. if a bid is accepted, coordinate the delivery of and payment for the Obligations;
  - viii. assist in verification of final closing figures;
  - ix. provide copies of documents to the purchaser of the Obligations in accordance with the terms of the Official Notice of Sale and the Uniform Bid Form.
- (h) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Issuer seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (i) Make recommendations as to obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the issuer seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (j) Attend meetings of governing bodies of the Issuer, its staff, representatives or committees as requested.
- (k) After closing, we will deliver to the Issuer and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.

You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

2. **Information to be Provided to RBC CM.** You agree (upon our request) to provide or cause to be provided to us information relating to the Issuer, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a form reasonably satisfactory to us) from appropriate Issuer representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the Issuer. You acknowledge that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf.
3. **Official Statement.** You acknowledge that you are responsible for the contents of the POS and OS and will take all reasonable steps to ensure that the governing body of the Issuer has reviewed and approved the content of the POS and OS. You acknowledge that you are subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any misleading or alleged misleading statement, or omission or alleged omission to state in the disclosure document a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.
4. **Fees and Expenses.** In connection with the authorization, issuance, and sale of Obligations, you agree that our fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee will become due and payable simultaneously with the delivery of the Obligations to the Purchaser. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf. These expenses will be due and payable when presented to the Issuer, which normally will be simultaneously with the delivery of the Obligations to the Purchaser.
5. **Interest Rate Derivatives.** If you decide to consider the use of interest rate derivative products as part of the financing plan for Obligations covered by this Agreement, the Scope of Services above does not include providing advice or services with respect to derivative products.
6. **Other Conditions.** In addition to the terms and obligations herein contained, this Agreement is subject to the following special conditions: None
7. **Term of Agreement and Waiver of Sovereign Immunity.** This Agreement shall be for a period of 48 months (the "Term") from its date; however, this Agreement may be terminated by either party upon 30 days written notice. You agree and understand that this Agreement is a contract for services and waive any claims you may have that you are immune from suit by virtue of any law, statute, or claim for any matter arising from or relating to this Agreement. Paragraphs 4, 5 and 8 (insofar as they concern indemnity, reimbursable expenses and waiver of sovereign immunity) shall survive any termination of this Agreement.
8. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized Issuer representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes

any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of you and RBC CM, and no other person. RBC CM may not assign this Agreement without your prior written consent.

**RBC CAPITAL MARKETS, LLC**



Name/Title Paul J. Cassidy, Managing Director

**ACCEPTANCE**

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**FEE SCHEDULE  
VILLAGE OF ANGEL FIRE**

In consideration for the services rendered by RBC CM, the Issuer agrees that our fee for each issue of Obligations will be as follows:

Fees for advance refunding Obligations and/or other Obligations involving escrow Agreements, will be the fee schedule set out above plus 10 percent, and, in addition to our Municipal Advisory fee, we will charge a structuring fee to be negotiated on a case-by-case basis. The additional fees will not exceed 25% of the fee set out in the schedule above.

RBC CM will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any out-of-pocket expenses incurred on behalf of the Issuer.

1. **Hourly Rates.** Hourly rates would be charged for advice and services performed that are not related to the issuance of a specific obligation based on the following schedule:

Managing Director	\$200.00/hour
Director	\$200.00/hour
Vice President	\$140.00/hour
Support	\$95.00/hour

2. **Financial Advisory Services.** As consideration for the services rendered by us and as a reimbursement for the expenses we are to incur, it is agreed that the Issuer will pay, and we are to accept, a fee based upon the following schedule, depending upon the amount of the bond issue or loan agreement involved.

If the amount of an Obligation entered into by the Issuer is:

<u>More Than</u>	<u>And Not More Than</u>	<u>Financial Advisory Fee</u>
\$ -0-	\$ 1,999,999	\$16,000
2,000,000	4,999,999	26,000
5,000,000	9,999,999	29,000
10,000,000	19,999,999	30,000
20,000,000	No Limit	\$37,500 + \$1.00 per \$1,000 over \$20,000,000

*A refunding issue combined with a new money issue will be billed as a separate issue.*

3. **Reimbursable Expenses.** In addition to the Financial Advisory fees above, out-of-pocket travel expenses and mileage expenses will be reimbursed by the Issuer at cost plus gross receipts tax. Due

to corporate policy, reimbursable expenses cannot be paid by RBC Capital Markets. However, all expenses incurred during the issuance of bonds will be reviewed by RBC Capital Markets for accuracy and forwarded to the Issuer for payment from bond proceeds when the bonds are issued. This provides additional savings in Gross Receipts Tax to the Issuer.

4. **Fees for Refunding Obligations.** Fees for refunding Obligations will be the fee schedule set out above plus 10 percent. In addition to our Financial Advisory fee, we will charge a structuring fee to be negotiated on a case-by-case basis due to special circumstances such as litigation, delivery in financing and advanced refunding escrow agreements. The additional fees will not exceed 25% of the fee set out in the schedule above.
5. **Billing for Obligations.** RBC CM will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any out-of-pocket expenses incurred on behalf of the Issuer plus gross receipts tax.
6. **Other Services and Billing for Other Services.** If a financing is contemplated but not issued, RBC CM would not charge a fee specific for that transaction. We would request payment of out-of-pocket expenses. If we are providing additional services such as debt policy or other consulting services, we would charge on an hourly basis at the rates listed in Section 1. An alternative would be an annual fixed fee of \$6,000.00 for these services.

**COUNCIL AGENDA ITEM**  
**STAFF RECOMMENDATION**

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**MEETING DATE:** 15 December 2015

**TO:** Mayor and Council

**FROM:** Amos Torres, Public Works Director

**SUBJECT: Consideration and Approval to purchase new Grapple Truck**

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**Background/Facts:** Solid Waste Department has requested a quote for the grapple truck utilizing two separate pricing agreements. The Cab/Chassis will use State of NMDOT Contract #22-000-00105 to Rush Truck Centers of New Mexico, Inc. for the amount of \$93,577.00. The body/loader with all required components, we will use NJPA Contract #070313- PII for Petersen Industries in the amount of \$66,116.04. The total purchase amount using these two contracts is \$159,693.04. This purchase will be made using the 525 (Wildfire Protection Fund) account.

**Alternatives:**

1) **Financial Impact and Review:**

Financial Impact: Budget adjustment will be made within the same 525 account

Budgeted Item: yes:  no:  Funding Source: 525 (Wildfire Protection Fund)

Finance Department Comments and Review: *As of 12/7/15 there is \$399,735.10 of cash in the 525 fund. This was unbudgeted but is on the S-5 as a needed expenditure for FY 2016.*

*[Signature]* 12/7/15  
Finance Directors Signature

2) **Attached Documents:**

Quotes from Rush and Petersen

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3) **Staff's Recommended Motion: Motion and a second for the approval of the purchase of an additional Grapple Truck in the amount totaling \$159,693.04 utilizing NMDOT Contract #22-000-00105 and NFPA Contract # 070313-PII.**

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4) **Village Administrator Recommendation:**

Approval: \_\_\_\_\_ Disapproval: \_\_\_\_\_ other: \_\_\_\_\_

Signature: *[Signature]*  
Rick Tafoya, Village Manager





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

# Retail Sales Order

## TERMS AND CONDITIONS

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

### 2. WARRANTY DISCLAIMERS AND LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Rush Privacy Policy

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

<b>FACTS</b>	<b>WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?</b>
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and employment information</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?** Call (830) 626-5249

**Who we are**

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

<b>What we do</b>	
<b>How does Rush Truck Centers protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Rush Truck Centers collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• apply for financing</li> <li>• give us your income information or provide employment information</li> <li>• provide account information or give us your contact information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Rush does not share with nonaffiliates so they can market to you.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  • Includes lenders, finance companies and financial service providers

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

QUOTATION



Petersen Industries, Inc.  
4000 State Road 60 W  
Lake Wales, FL 33859-8201

2  
20150154

**NJPA: Contract # 070313-PII**

BILL TO: ANGEL FIRE, VILLAGE OF

SHIP TO: ANGEL FIRE, VILLAGE OF  
55 CAMINO GRANDE  
ANGEL FIRE, NM 87710

End user is ANGEL FIRE, VILLAGE OF

5/4/2015 00000000016 JLB C.O.D. 02 PREPAID A.S.A.P. DRIVE AWAY

Unit completion date: 75-90 days after actual chassis arrival or quoted arrival, whichever is later.

[Barcode area]

BRIAN BREDTHAUER/575 377 6967

SUBTOTAL \$62,865.04  
DELIVERY 3,251.00  
TAX 0.00  
TOTAL QUOTE \$66,116.04

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**COUNCIL AGENDA ITEM**  
**STAFF RECOMMENDATION**

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**MEETING DATE: December 15, 2015**

**TO: Mayor / Council and Village Manager**

**FROM: Finance Department**

**SUBJECT: Approval of the 2nd Quarter Budget Adjustment Request**

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**Background/Facts:** Attached are several Budget Adjustment Request forms 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 second 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  no**

**Funding Source: Some new revenues but primarily the carryover in 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.



**Finance Manager's Signature**

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

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

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

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

**Manager's Comments:**

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**Signature:**



MUNICIPALITY  
Village of Angel Fire

Fiscal Year 2015-2016

RED = DEFICIT

ROUNDED TO NEAREST DOLLAR

For Local Government Division use only	DFA APPROVAL DATE	DFA RESO NUMBER	Village of Angel Fire RESO NUMBER	DFA FUND TITLE	DFA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE	Comments	
			2015-39	GENERAL FUND - Operating (OP)	101	\$1,300,713	\$0	\$20,360	\$4,173,743	\$1,300,713	\$4,092,505	\$595,823	\$341,292	\$254,531		
			2015-39								\$11,201					
			2015-39								\$11,200					
			2015-44						\$3,000	(332,100)	\$3,000					
			2015-44						\$44,871		\$44,871					
			2015-44						\$174,487		\$174,487					
				FUND TOTAL CORRECTION	201	\$1,300,713.00	\$0	\$20,360	\$4,178,743	(684,158)	\$4,178,514	\$483,714	\$341,292	\$142,422		
						\$19,138	\$0	\$0	\$4,000	\$0	\$4,000	\$19,138	\$0	\$19,138		
				FUND TOTAL ENVIRONMENTAL ORT	202	\$0	\$0	\$0	\$4,000	\$0	\$4,000	\$19,138	\$0	\$19,138		
						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
				FUND TOTAL EMS	208	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			2015-39			\$14,715			\$10,500	\$0	\$10,500	\$15,235	\$0	\$15,235		
									\$23,817	\$23,817						
				FUND TOTAL ENHANCED 911	207	\$14,715.00	\$0	\$0	\$34,417	\$0	\$33,817	\$15,235	\$0	\$15,235		
						\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0		
				FUND TOTAL FIRE PROTECTION FUND	209	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			2015-39			\$264,398		\$0	\$297,000	(32,602)	\$310,000	\$100,383	\$0	\$100,383		
									\$55,193	\$55,193						
				FUND TOTAL LEFF	211	\$264,398.00	\$0	\$0	\$292,103	(32,602)	\$305,193	\$100,383	\$0	\$100,383		
						\$0		\$0	\$22,400	(22,400)	\$0	\$0	\$0	\$0		



New Mexico Department of Finance and Administration  
Local Government Division  
Budget Request Recalculation

DEA APPROVAL DATE	DEA RESO NUMBER	Version of Amended Reso NUMBER	DEA FUND TITLE	DEA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUISITEMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
			FUND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			OTHER	799	\$68,081	\$0	\$0	\$87,155	\$0	\$80,439	\$75,017	\$0	\$75,097
	2015-41							\$51,878		\$51,878			
			FUND TOTAL	300	\$68,081	\$0	\$0	\$148,134	\$0	\$142,418	\$75,097		\$75,097
			CAPITAL PROJECT FUNDS		41,680.00			1,003,717.00		992,000.00	143,587.00		143,587.00
			FUND TOTAL	401	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			G.O. BONDS										
			FUND TOTAL	402	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
			REVENUE BONDS		\$3,000.00	\$0	\$0	\$0	\$1,037,552	\$1,037,552	\$3,000	\$0	\$3,000
			FUND TOTAL	403	\$3,000.00	\$0	\$0.00	\$0.00	\$1,037,552.00	\$1,037,552.00	\$3,000.00	\$0	\$3,000.00
			DEBT SERVICE										
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			ENTERPRISE FUNDS										
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			WATER FUND		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			FUND TOTAL	500									

New Mexico Department of Finance and Administration  
Local Government Division  
Budget Request Recapitulation

DFA APPROVAL DATE	DFA REKO NUMBER	Village of Approval REKO NUMBER	DFA FUND TITLE	DFA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE (JULY 1)	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Waste Water		\$0								
		2015-19			\$0								
		2015-19			\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Airport		\$0								
					\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Ambulance		\$0								
					\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Cemetery		\$0								
					\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Housing		\$0								
					\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Parking		\$0								
					\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Water Rights		\$0								
					\$0								
		2015-19			\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
			Alarm Funds		\$0								
					\$0								
			FUND TOTAL		\$0	\$0	\$0	\$0					
					\$0								
			FUND TOTAL		\$4,604	\$4,604	\$0	\$15,000	\$0	\$15,000	\$4,604	\$0	\$4,604

The purchase of these facilities was financed by a loan from the CTS fund. It will be paid back over three years. By purchasing these facilities we will have the Village approximately 800,000 over the next 3 years vs. having them.

New Mexico Department of Finance and Administration  
Local Government Division  
Budget Request Recapitulation

DFA APPROVAL DATE	DFA REQ# NUMBER	Village of Asoqui Reso NUMBER	DFA FUND TITLE	DFA FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE JULY 1	AUDIT ADJUSTMENTS TO BEGINNING CASH BALANCES	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
			Wildlife Protection		\$388,808		\$0	\$796,202	(\$43,983) (\$73,412)	\$213,372	\$422,653	\$0	\$422,653
		2011-39 2011-44											
			FUND TOTAL Highway 434 Assess		\$388,808	\$0	\$0	\$796,202	(\$122,357) (\$212,450)	\$309,778	\$582,837	\$0	\$582,837
					\$780					\$0	\$780	\$0	\$780
			FUND TOTAL INTERNAL SERVICE FUNDS	600	\$780	\$0	\$0	\$312,450	(\$612,450)	\$0	\$780	\$0	\$780
					\$0					\$0	\$0	\$0	\$0
			FUND TOTAL TRUST AND AGENCY FUNDS	700	\$15,194	\$0	\$0	\$0	\$0	\$0	\$15,194	\$0	\$15,194
					\$15,194								
			FUND TOTAL		\$15,194	\$0	\$0	\$0	(\$12,100)	\$0	\$15,194	\$0	\$15,194
			GRAND TOTAL		\$2,419,990	\$0	\$28,360	\$9,331,424	(\$32,100)	\$10,399,412	\$1,854,332	\$341,252	\$1,513,080

PREPARED BY: \_\_\_\_\_  
Name and Title \_\_\_\_\_  
Internal DFA misc. \_\_\_\_\_  
DFA Resolution number \_\_\_\_\_  
Verified by: \_\_\_\_\_  
Official Resolution attached \_\_\_\_\_

1. This form must accompany the official approved Resolution.
2. Counties/Municipalities only enter in the BLUE shaded area.
3. Only one (1) Resolution per line (do not skip lines)
4. Enter only roll up BAR adjustment totals in each fund.
5. Do not enter transaction descriptions on this sheet they should be
6. BAR's with negative cash balances will not be accepted. (if the
7. Enter negative numbers in ( ) only.
8. Do not enter positive numbers in ( ) .













**VILLAGE OF ANGEL FIRE  
RESOLUTION 2015-44**

**A RESOLUTION APPROVING THE BUDGET ADJUSTMENT REQUESTS  
FOR THE SECOND 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 second quarter of fiscal year 2016, and

**WHEREAS**, these changes in revenues and expense must be reported as part of the fiscal year 2016 quarterly report to be submitted by January 30, 2016, 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 second quarter of fiscal year 2016:

**PASSED, ADOPTED AND APPROVED THIS 15<sup>th</sup> DAY OF DECEMBER, 2015.**

\_\_\_\_\_  
Barbara Cottam, MAYOR

ATTEST:

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

**COUNCIL AGENDA ITEM**  
**STAFF RECOMMENDATION**

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**MEETING DATE:** December 15, 2015

**TO:** Mayor / Council and Village Manager

**FROM:** Planning and Zoning; Burl Smith

**SUBJECT:** Building Department Vehicles

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**Background/Facts** : The Village Building Department requests to identify its Vehicles as grey.  
**Alternatives:** - Resolution 2015-45 recommends that the Building Department Vehicles to be grey with the Village standard logo.

1) **Financial Impact and Review:**

Financial Impact: N/A  
Budgeted Item: N/A no: N/A  
Funding Source: N/A

Finance Department Comments and Review:

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Finance Directors Signature

2) **Attached Documents:**

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3) **Staff's Recommended Motion:** Staff Recommends that a motion be passed making all Village of Angel Fire Building Department Vehicles color to be grey with the standard Village logo.

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

Approval:  Disapproval:  other:

Manager's Comments:

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Signature: 

**VILLAGE OF ANGELFIRE**

**RESOLUTION NO: 2015-45**

**A RESOLUTION AMENDING RESOLUTION 2003-07 ESTABLISHING  
STANDARDS FOR VILLAGE VEHICLE FLEET IDENTIFICATION**

**WHEREAS** there currently are no policies that relate to how Village Building Department Vehicles are to be identified: and

**WHEREAS** the Village continues to add utility vehicles to the fleet; and

**WHEREAS** the Village's non-police vehicle fleet will continue to grow as Village owned Police Department vehicles are replaced.

**NOW THEREFOR BE IT RESOLVED** by the Angel Fire Village Council hereby establishes the following policies for the Village Building Department Vehicle identification.

1. The standard color for Village Building Department vehicles shall be grey.
2. The standard logo for Village Building Department vehicles shall be the most current logo utilized on Village personnel business cards. (see attachment A)

**PASSED, APPROVED AND ADOPTED** by the Angel Fire Village Council on the 15<sup>th</sup> day of December 2015.

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Mayor Barbara Cottam

Attest:

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Terry Cordova, Village Clerk

**COUNCIL AGENDA ITEM**

**STAFF RECOMMENDATION**

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**MEETING DATE: 12/15/2015**

**TO: Mayor / Council and Village Manager**

**FROM: Burl Smith**

**SUBJECT: SP 01-15, Site Plan for a Family Dollar Store**

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**Background/Facts** : John Burkhardt Engineering, representing Triple C Development, Inc. has submitted a site plan for a Family Dollar Store generally located south of Highway 434, north of the Seaton Building. This 1.23 acre tract of land is zoned C-1 Commercial, Retail Commercial District, and is in the MVB Overlay District.

Village Code Requirements for the C-1 and overlay are as follows:

9-11-A-4: Development Standards:

A. Minimum Setbacks:

1. Minimum front setback: Ten feet (10') from any road frontage.  
Family Dollars is more than Ten feet (10') from Highway 434 thus meeting Village Development Standards.
  2. Minimum Side Setback: Ten feet (10') or zero lot line.  
Family Dollar's side setbacks are Ten feet (10') and twenty five feet (25') meeting the Village Development Standards.
  3. Minimum rear setback: Twenty feet (20').  
Family Dollar's rear setback is more than one hundred and fifty feet (150') and meets Village Development Standards.
  4. Minimum setback from Mountain View Boulevard and Highway 64: Ten feet (10').  
Family Dollars setback from Mountain View Boulevard is more than Ten feet (10') and meets Village Development Standards.
- B. Minimum Principal Building Floor Area: One thousand two hundred (1,200) square feet (footprint-1,000 square feet).  
Family Dollar's gross square footage is 8,320 square feet meeting Village Development Standards.
- C. Maximum Building Height: Thirty five feet (35').  
Family Dollar's Site plan does not address this. The building height is normally reflected on the design drawings which have not been submitted as of today's date.
- D. Open Space: Fifteen percent (15%) of the lot area shall be open, unencumbered, and free of any building, structure, driveway or parking area.

Family Dollar's Open Space at (15%) should be 8,029.65 square feet. They actually have 12,941.04 square feet meeting Village Development Standards.

- E. Off Street Parking: Retail 1 space per 400 square feet of heated floor area. At 8,320 square feet heated floor area, Family Dollar is required by Village Development Standards to have 20.8 or 21 actual parking spaced. Family Dollar has 32 spaces meeting Village Development Standards.

Family Dollar must provide Accessible Parking Spaces and meet ICC A117.1-2009 Standards. Mr. Burkhardt does show accessible parking places, but will need to show dimensions and signage on design plans.

Family Dollar will also need to show a Fire Lane/Fire Apparatus Roads on their drawings per International Code 2003. Section 503.2 Specifications.

Planning and zoning sends a positive recommendation.

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**Alternatives: - Deny the site plan**

1) **Financial Impact and Review:**

**Financial Impact: Possible gross receipts**

**Budgeted Item: N/A no: N/A**

**Funding Source: GRT**

**Finance Department Comments and Review:**

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**Finance Directors Signature**

2) **Attached Documents: Site Plan and two renderings of possible building elevations Resolution**

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3) **Staff's Recommended Motion: Motion and Second to approve this resolution granting a site plan for a Family Dollar store.**

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

Approval: ✓ Disapproval: \_\_\_\_\_ other: \_\_\_\_\_

**Manager's Comments:**

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Signature: 



**Site Data:**

Lot Size = 53,531 sq.ft.  
= 1.23 acres

Pavement Area = 27,000 sq.ft.  
Provided Parking: 32 spaces

Required Parking: 21 spaces

Zoning: C-1: Commercial

FEEMA Info: Zone "D" (FIRM # 35007C1100D)

**Signage:**

LCM-1C SIGN  
Illuminated Building Sign  
25'-3 1/2"W x 48"H  
Overall Area = 74.8 sq.ft.

MS-2C SIGN  
Illuminated Monument Sign  
7'-4"W x 4'-1"H + 2' skirt  
Overall Area = 29.9 sq.ft.

SITE PLAN FOR THIS PROPERTY IS ALSO GOVERNED BY ANY INFORMATION PROVIDED BY THE SELLER OF SAID PROPERTY AND PUBLIC DATA. AN ACCURATE RECORD OF THE PROPERTY IS NECESSARY TO VERIFY THE INFORMATION PROVIDED AND IS MADE WITHOUT BENEFIT OF SURVEY. THE SELLER OF SAID PROPERTY HAS BEEN ADVISED OF THE REQUIREMENTS OF THE RECORDING ACT AND HAS ADVISED THAT THE INFORMATION IS TRUE AND CORRECT. THE SELLER OF SAID PROPERTY HAS ADVISED THAT THE INFORMATION IS TRUE AND CORRECT. THE SELLER OF SAID PROPERTY HAS ADVISED THAT THE INFORMATION IS TRUE AND CORRECT. THE SELLER OF SAID PROPERTY HAS ADVISED THAT THE INFORMATION IS TRUE AND CORRECT.



Hwy 434  
Angel Fire, Colfax County, NM

Development By:

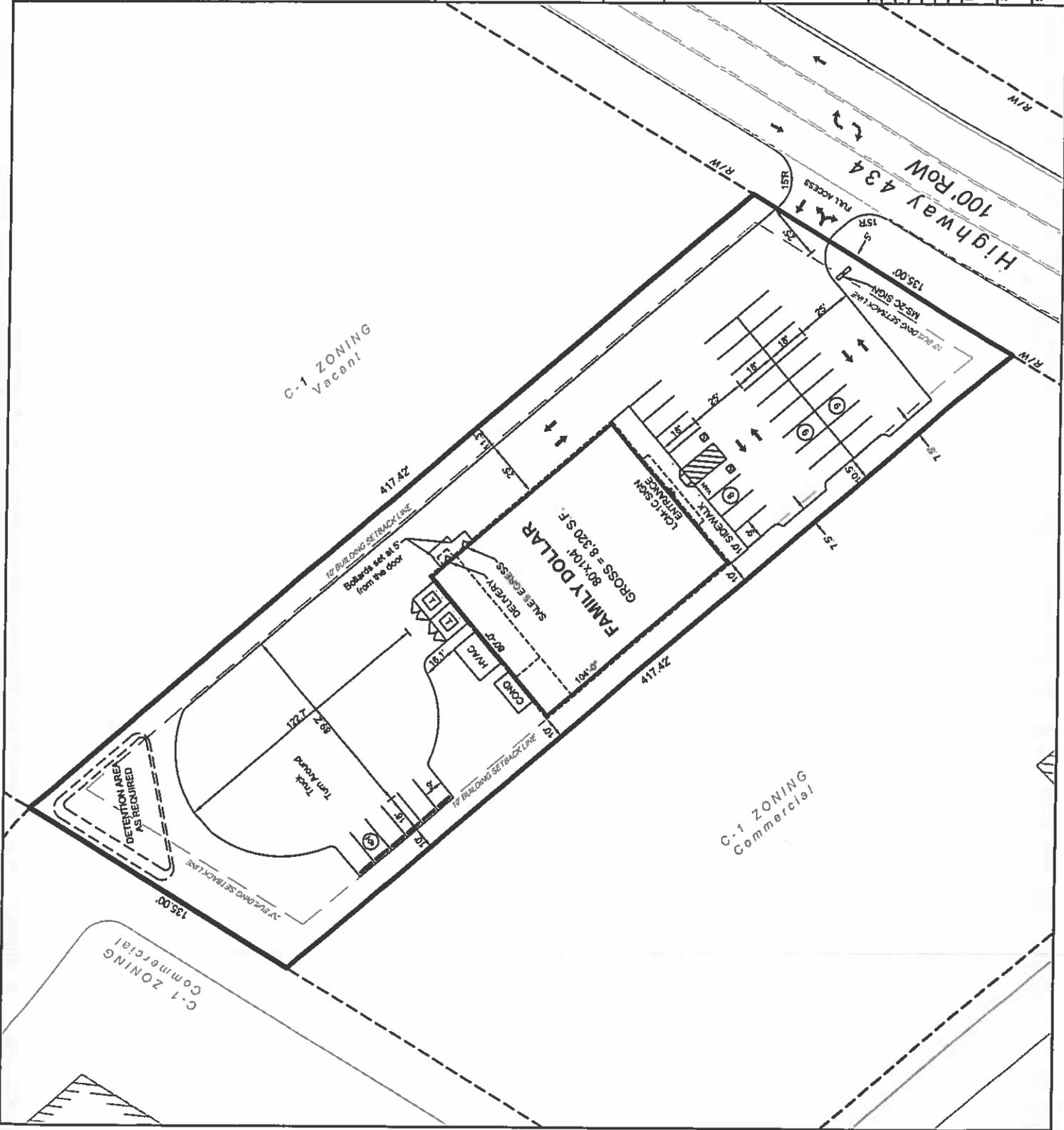
**BURKHARDT  
ENGINEERING**  
Triple C Development, Inc.  
200 Army Road  
Centre, AL 35960  
Phone: 937.388.0060  
www.burkhardtinc.com

No.	Revision Desc.	Date
1	Original Issue	07.29.2015
2	Revisions per City/CH	11.25.2015

Date: 11.25.2015

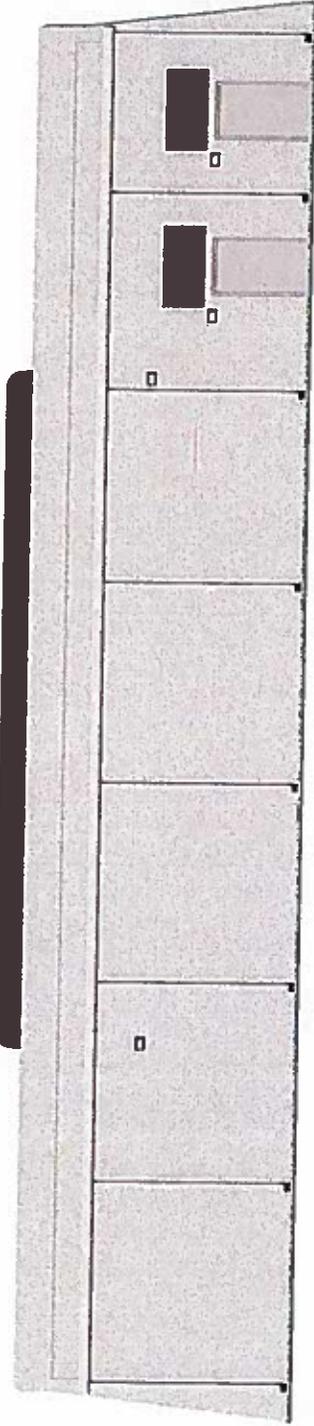
Sheet: Preliminary Site Plan

Sheet No.





FRONT



REAR



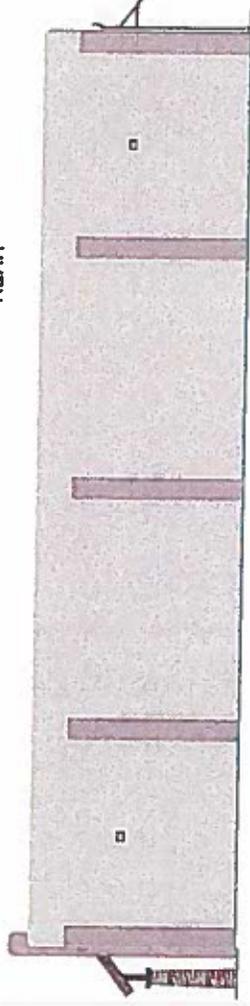
DRYVIT - AMARILLO WHITE



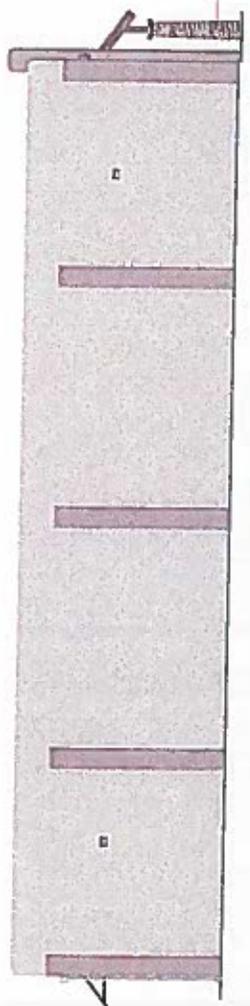
DRYVIT - ADOBE



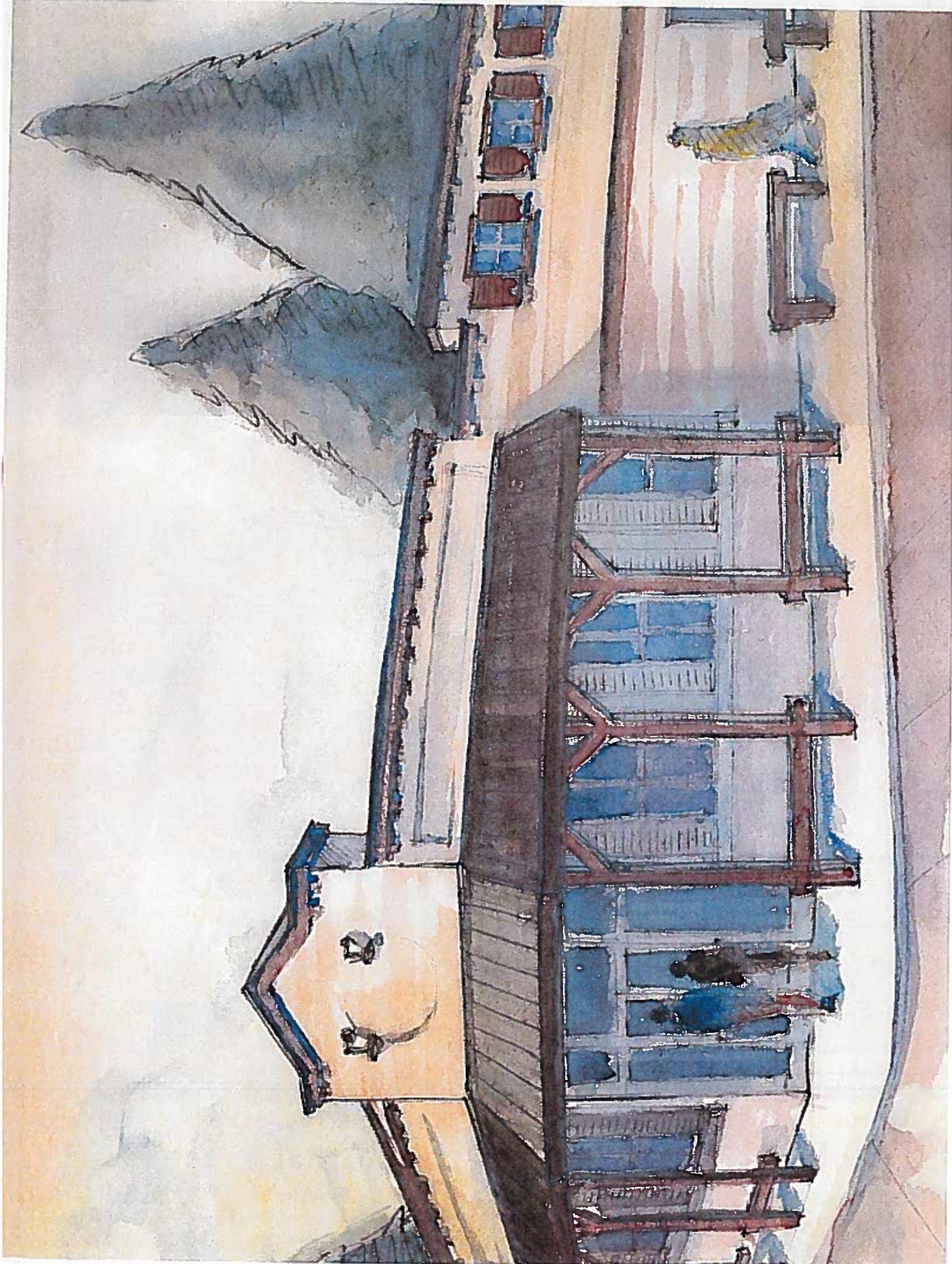
OWENS CORNING - CHARDONNAY



RIGHT SIDE



LEFT SIDE



**RESOLUTION NO. 2015-46**

**A RESOLUTION GRANTING SITE PLAN APPROVAL FOR A FAMILY DOLLAR ON A PORTION OF LOT 50, MORENO VALLEY LAND 3RD SUBDIVISION**

**WHEREAS** Burkhardt Engineering, representing Triple C Development Inc., has submitted a site plan and building elevations for a proposed Family Dollar Facility; and

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

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

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

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

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

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

**PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY OF DECEMBER 2015.**

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

ATTEST:

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

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

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MEETING DATE: 12/15/2015

TO: Mayor / Council and Village Manager

FROM: Burl Smith

SUBJECT: VAR 09-15, variance of three feet six inches of front setback

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**Background/Facts** : Brent Dunn, is requesting a variance to place a small entry way addition on the front of his home at 121 Panorama Way.

Mr. Dunn would like to put the addition over the current walkway deck that was there when he purchased the property. Attached is a rendering showing the location of the current home with decks and the addition. This home is on a very steep lot and the road is not centered in the right of way. Planning and zoning sends a positive recommendation.

---

**Alternatives: - Deny the variance**

1) **Financial Impact and Review:**

Financial Impact: None

Budgeted Item: N/A no: N/A

Funding Source: N/A

Finance Department Comments and Review:

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Finance Directors Signature

2) **Attached Documents:** Application  
Resolution

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3) **Staff's Recommended Motion:** Motion and Second to approve this resolution granting a three foot six inch front setback for an addition.

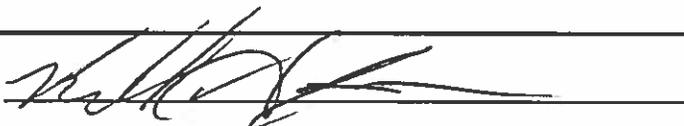
---

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

Approval:  Disapproval:  other:

Manager's Comments:

---

Signature: 

Village of Angel Fire  
Variance Application

Owner Name: Brent & Tammy DUNN  
 Owner Street Address: 121 Panama Way NW  
 Owner Mailing Address: P.O. Box 757  
 Owner Phone: 575-377-3490

Zoning District: R-1  
 Subdivision: Chalets 2 Lot#: 600 Block: \_\_\_\_\_

Requested Variance Details:

Variance Type	Ordinance Requirements	Application Request
Lot Area		
Front Setback	25'	21' 6"
Rear Setback		
Side Setback		
Floor Area		
Height		
Open Space		
Parking:		
Number of spaces:		
Size of spaces:		
Other:		

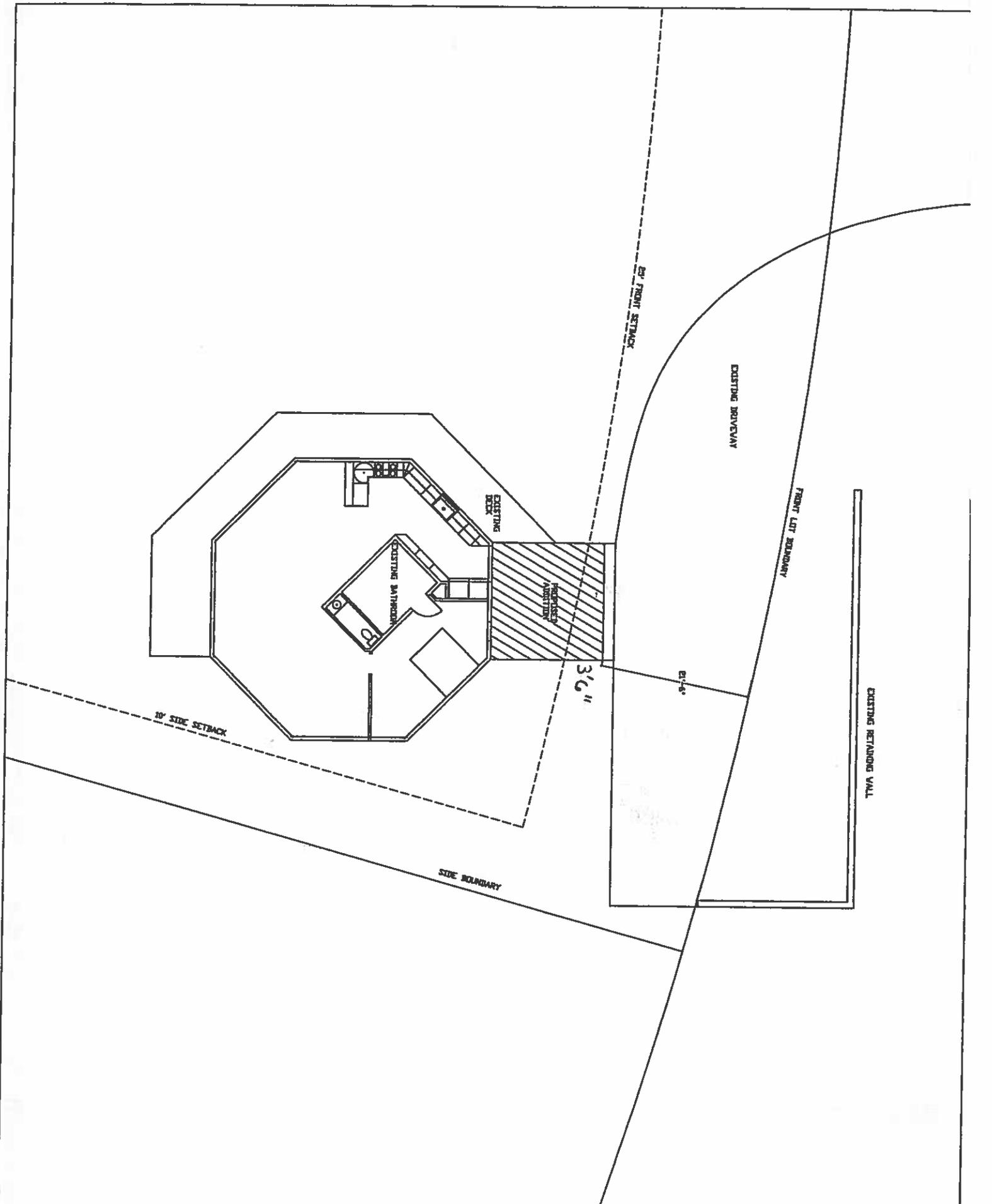
Reason for Variance Request: [On a separate sheet of paper, type or print the reason (s) for the variance request, and attach it to this application]

**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



BRENT DUNN ENTRY ADDITION  
 121 PANORAMA WAY, ANGEL FIRE, NM 87710

DRAWN BY: CHRIS KOEHLINGER  
 DATE: SEPTEMBER 27, 2015

SCALE:  
 1/16" = 1'

**RESOLUTION NO. 2015-47**

**A RESOLUTION GRANTING A FRONT YARD SETBACK OF TWENTY ONE FEET SIX INCHES FOR AN ADDITION LOCATED AT 121 PANORAMA WAY**

**WHEREAS** the dwelling located at 121 Panorama Way has a steep front yard; and

**WHEREAS** the owner would like to add a small addition over the current deck; and

**WHEREAS** the side yard of the house is extremely steep; and

**WHEREAS** the owner has submitted a variance request of three feet six inches; 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 three foot six inch variance is granted for an addition.

**PASSED, APPROVED AND ADOPTED** this 15th day of December, 2015

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Mayor Barbara Cottam

ATTEST:

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Terry Cordova, Village Clerk