

**Village of Angel Fire**  
**Committees**

**Motorized Trails**

**Members**      Bubba Davis  
                      Dave Arthur  
                      Gary Kruegar  
                      Dale Jackson  
                      Rogers Lanon  
                      Andy Bertges

**Trails**

**Members**      Tracy Orr  
                      Diane Merenes  
                      Robin May  
                      Carolyn Smith  
                      Brian Smith  
                      Lisa Morgan  
                      Charles Earhart  
                      Katrina White

**Roads/Public Works**

**Members**      Brinn Colenda  
                      Tom Leitch  
                      Pete Peterson  
                      Mike Davey  
                      David Hartson  
                      Jack Fuehr  
                      Alan Young

### Recreation

**Members** Robin May  
Tracy Orr  
Andy Whitacer  
Lamont Mulligan  
Shay Tibljas  
Christy Germscheid

### Lodger Tax

**Members** Mindy Stille  
Rogers Lanon  
Wayne Hajovsky  
Shana Cooper  
Gary Davis  
Wendy Hail

### Sustainability

**Members** Scott Jones  
Louise Herfel  
Tim Herfel  
Connie Kalweit

### Angel Fire Proud

**Members** Lisa Mitchell  
Carolyn Edwards  
Chuck Howe  
Helen Tucker  
Diane Peterson  
Johnese Turri  
Linda Hughes  
Janet Warner  
Kelly Johnson  
Bill Humbert

## **Firewise**

**Members** Rick Sprott  
Scott Jones  
Don Clark  
David Hartson  
Brinn Colenda  
Mark Rivera  
Maya Lengerich

## **Economic Development**

**Members** Louise Herfel  
Mike Hess  
Michael Martinez  
Robin May  
Mike Wooley  
Lee Hopson  
Steve Larson  
Bret Wier  
Barbara Cottam

May 10, 2016

Mayor Barbara Cottam

Dear Mayor Cottam:

I had indicated that I would be willing to serve the Village in any capacity that you would consider me. I am still interested in serving and would like to be considered for a position on the Planning and Zoning Committee. I believe that I could serve impartially on this committee and uphold the laws and regulations of the Village and at the same time help move the Village forward.

If you are inclined to appoint me to this position, I would be honored to serve.

Thanks for your consideration



Bill Humbert

P.O. Box 923

Angel Fire, NM

(575) 377-4538

(903) 654- 8005

May 18, 2016

Mayor Barbara Cottam  
Village of Angel Fire  
P.O. Box 610  
Angel Fire, New Mexico 87710

RE: Planning and Zoning Commissioner's Vacancy

Dear Mayor Cottam,

I understand that there might be a vacancy on the Planning and Zoning Commission. I am very interested in filling that position.

I have lived in the Moreno Valley most of my life and have a business here as well. I am also a full time resident of Angel Fire. I feel that my work ethic, integrity and love for Angel Fire would be a positive influence in the role of Planning and Zoning Commissioner.

If you have questions or would like to visit with me, I would certainly be available.  
You can reach me at (575) 377-1046.

Thank you,



Bob Coss

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COUNCIL AGENDA ITEM  
STAFF RECOMMENDATION

MEETING DATE: May 24<sup>th</sup>,2016

TO: Mayor / Council

FROM: Terry Cordova , Village Clerk and Brad McCaslin , Police Chief

SUBJECT: Approval of an Ordinance Amending the Uniform Traffic Ordinance (1<sup>st</sup> Reading)(Public Hearing )

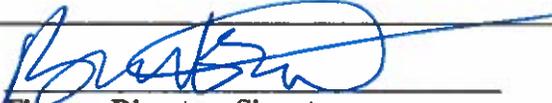
Background/Facts : There has been an addition to the New Mexico Uniform Traffic Ordinance (UTO). The Village of Angel Fire adopted the ordinance therefore we are required to make these amendments

Alternatives: N/A

1) Financial Impact and Review:

Financial Impact: No  
Budgeted Item: \_\_\_yes no  
Funding Source:

Finance Department Comments and Review:

  
Finance Directors Signature

2) Attached Documents: Ordinance and Amendment

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  
ORDINANCE 2016-**

**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 12-7-9.2 (rewrite), new Section 12-7-9.2 and all changes through July 1, 2016, are herewith adopted by reference pursuant to section 3-17-6 NMSA 1978.

**SECTION 2. EFFECTIVE DATE**

This Ordinance shall take effect on the 19<sup>th</sup> day of June, 2016.

**PASSED, APPROVED, AND ADOPTED this 14<sup>th</sup> day of June ,2016**

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

**ATTEST:**

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

2016 UTO Changes

Underlined is new material

[bracketed is deleted material]

12-7-9.2      OPERATION OF OFF-HIGHWAY MOTOR VEHICLES ON STREETS OR HIGHWAYS -- PROHIBITED AREAS.

A. No person shall operate an off-highway motor vehicle on any limited access street at any time or any paved street or highway except as provided in Subsection B, C or D of this section.

B. Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the street. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.

C. If authorized by ordinance or resolution of a local authority or the State Transportation Commission, a recreational off-highway vehicle or an all-terrain vehicle may be operated on a paved street or highway owned and controlled by the authorizing authority if:

(1) the vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act;

(2) the vehicle has brakes, mirrors and mufflers;

(3) the operator has a valid driver's license, instruction permit or provisional license and an off-highway motor vehicle safety permit;

(4) the operator is insured in compliance with the provisions of the Mandatory financial Responsibility Act; and

(5) the operator of the vehicle is wearing eye protection and a safety helmet that comply with the Off-Highway Motor Vehicle Act.

D. By ordinance or resolution, a local authority or the State Transportation Commission may establish separate speed limits and operating restrictions for off-highway vehicles where they are authorized to operate on paved streets or highways pursuant to Subsection C of this section.

~~[E.]~~ E. A person shall not operate an off-highway motor vehicle on state game commission-owned, -controlled or -administered land except as specifically allowed pursuant to Chapter 17, Article 6 NMSA 1978.

~~[D.]~~ F. A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the state parks division of the Energy, Minerals and Natural

Resources Department, pursuant to Chapter 16, Article 2 NMSA 1978, except in areas designated by and permitted by rules adopted by the secretary of Energy, Minerals and Natural Resources.

[E] G. Unless authorized, a person shall not:

(1) remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or

(2) install any off-highway motor vehicle-related sign. (66-3-1011

NMSA)



P.O. Box 846 • Santa Fe, New Mexico 87504-0846  
Phone (505) 982-5573 • In State Toll-Free 1-800-432-2036  
FAX No. 1-505-984-1392

Date: April 14, 2016  
To: Municipal Clerks  
From: Randy Van Vleck, General Counsel  
Roger Makin, Director of Communications & Publications  
Subject: 2016 Amendment to the Uniform Traffic Ordinance (UTO)

There was a change in the use of off-highway and all-terrain vehicles. This caused a rewrite of Sec. 12-7-9.2 that added new material. Subsequently, the remainder of that section needs to be replaced. Included in this mailing is a new Section 12-7-9.2 in legislative style showing the changes. Also included are replacement pages for that section. See below. The Index nor the Parallel Table changed.

**Remove pages:**

2015 Cover Page, Preface & Table of Contents  
Article VII, pages 5-12

**Replace with new pages (all three-hole punched):**

2016 Cover Page, Preface & Table of Contents  
Article VII, pages 5-13

We are sending this change to the Municipal Clerk in order for you to put the adoption procedure in process. **Please remember: these amendments must be adopted by ordinance since the UTO has been adopted as an ordinance. This means your municipal governing body will have to adopt the changes as it would adopt any other ordinance. This requires publishing or posting at least two weeks prior to adoption of the proposed changes to your UTO.**

If you have any questions, please do not hesitate to contact us here at the League. Thanks for your cooperation. Please disregard this memo if your municipality has not adopted the UTO.

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

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**MEETING DATE:** May 24, 2016

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

**FROM:** Chief Brad McCaslin, Angel Fire Police Department

**SUBJECT:** Fingerprinting fee

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**Background/Facts :**

The Angel Fire Police Department provides fingerprinting to citizens who require them for background checks. This requires the rolling of three sets of fingerprint cards. It takes approximately fifteen to twenty minutes of an officer's time to complete this task. It also uses up police department supplies. Up to this point there has been no charge for this. The police department has conducted an informal survey by calling different agencies around the area and learned that they are charging anywhere from \$5.00 to \$40.00 to provide this service. The \$40.00 fee being for the electronic fingerprinting. The Angel Fire Police Department is requesting to charge a \$10.00 fee for fingerprinting.

**Alternatives:** N/A

1) **Financial Impact and Review:**

**Financial Impact:** Yes

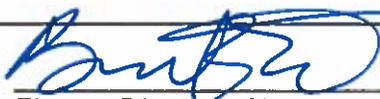
**Budgeted Item:**  yes  no

**Funding Source:** General Population

**Finance Department Comments and Review:**

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Finance Directors Signature

2) **Attached Documents:** Resolution

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3) **Staff's Recommended Motion:** Approve

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

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

**Manager's Comments:**

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**Signature:** 

**Village of Angel Fire, NM**

**Resolution no. 2016-13**

**Fingerprinting fee**

**WHEREAS**, The Village of Angel Fire has a Police Department.

**WHEREAS**, the Angel Fire Police Department provides fingerprinting to citizens who require them for background checks.

**WHEREAS**, this requires the rolling of three sets of fingerprint cards. It takes approximately fifteen to twenty minutes of an officer's time to complete this task. It also uses up police department supplies.

**WHEREAS**, the governing body of the Village of Angel Fire meeting in its regular meeting this 24<sup>th</sup> day of May 2016, adopts a Fingerprinting Fee in the amount of \$10.00 per set.

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the Village of Angel Fire, State of New Mexico, hereby adopts the Fingerprinting Fee herein above described .

**RESOLVED**, in session the 24<sup>th</sup> day of May 2016, at the Regular Meeting of the Village Council, with \_\_\_\_\_ Council Members voting in the affirmative and with \_\_\_\_\_ voting in the negative.

BY: \_\_\_\_\_  
Barbara Cottam, Mayor

Attest:

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

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

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**MEETING DATE:** May 24<sup>th</sup>, 2016

**TO:** Mayor / Council

**FROM:** Terry Cordova , Village Clerk and Sally Sollars PID Administrator

**SUBJECT:** Approval of Resolution 2016-~~11~~<sup>12</sup> Approving Appointments to the PID Board

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**Background/Facts :** All Appointments to the PID Board are required to be approved by council . This resolution fulfills that requirement .

**Alternatives:** N/A

1) **Financial Impact and Review:**

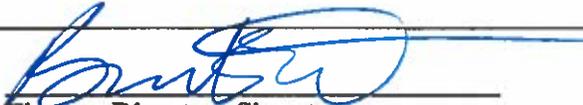
**Financial Impact:** No

**Budgeted Item:** \_\_yes  no

**Funding Source:**

**Finance Department Comments and Review:**

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Finance Directors Signature

2) **Attached Documents:** Resolution 2016-~~11~~<sup>12</sup>

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

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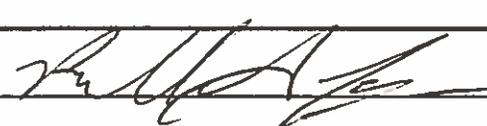
4) **Village Manager's Recommendation:**

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

**Manager's Comments:**

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**Signature:** 

**VILLAGE OF ANGEL FIRE  
RESOLUTION NO. 2016-12**

WHEREAS, pursuant to Sections 5-11-1 through 5-11-27, NMSA 1978 as amended (the Public Improvement District Act), the Village of Angel Fire, New Mexico (the "Village") adopted Resolution No. 2008-07 creating the Village of Angel Fire Public Improvement District No. 2007-1; and

WHEREAS, pursuant to NMSA 1978 Section 5-11-6, the Village appointed five individuals to serve on the governing Board of Directors of the Angel Fire Public Improvement District ("AFPID"), including Chuck Verry and Don Borgeson; and

WHEREAS, upon the expiration of the initial term of Director Verry, the Village reappointed the same for a four-year term effective April 21, 2012 and ending April 21, 2016; and

WHEREAS, Director Borgeson was appointed by the Village to serve the remainder of the unexpired term of Steve Oliver ending April 21, 2016; and

WHEREAS the terms of Director Verry and Director Borgeson have expired;

WHEREAS, Director Verry will not accept reappointment and the vacancy must be filled; and

WHEREAS, the AFPID Board of Directors desires to recommend a candidate to the Village to fill the vacancy left by Chuck Verry, and

WHEREAS, Don Borgeson will accept reappointment; and

WHEREAS, it is in the best interests of the Angel Fire Public Improvement District to have Mr. Borgeson continue to serve on the Board for another term, or until an election can be held.

NOW THEREFORE BE IT RESOLVED that:

1. Burl Smith is appointed as Director of the Angel Fire Public Improvement District for a four-year term effective April 21, 2016 and ending April 21, 2020.
2. Don Borgeson is reappointed as Director of the Angel Fire Public Improvement District for an additional four-year term effective April 21, 2016 and ending April 21, 2020.

PASSED, APPROVED, AND ADOPTED by the governing body of the Village of Angel Fire on this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

**PUBLIC IMPROVEMENT DISTRICT NO. 2007-01  
IN THE VILLAGE OF ANGEL FIRE, NEW MEXICO**

**RESOLUTION NO. 2016-7**

WHEREAS, pursuant to Sections 5-11-1 through 5-11-27, NMSA 1978 as amended (the Public Improvement District Act), the Village of Angel Fire, New Mexico (the "Village") adopted Resolution No. 2008-07 creating the Village of Angel Fire Public Improvement District No. 2007-1; and

WHEREAS, pursuant to NMSA 1978 Section 5-11-6, the Village appointed five individuals to serve on the governing Board of Directors of the Angel Fire Public Improvement District ("AFPID"), including Chuck Verry and Don Borgeson; and

WHEREAS, upon the expiration of the initial term of Director Verry, the Village reappointed the same for a four-year term effective April 21, 2012 and ending April 21, 2016; and

WHEREAS, Don Borgeson was appointed by the Village to serve the remainder of the unexpired term of Steve Oliver ending April 21, 2016; and

WHEREAS the terms of Director Verry and Director Borgeson have expired;

WHEREAS, Chuck Verry will not accept reappointment and the vacancy must be filled; and

WHEREAS, the AFPID Board of Directors has actively recruited from the Village of Angel Fire community seeking a replacement for Chuck Verry; and

WHEREAS, the AFPID Board of Directors desires to recommend a candidate to the Village to fill the vacancy left by Chuck Verry, and

WHEREAS, Don Borgeson will accept reappointment; and

WHEREAS, it is in the best interests of the Angel Fire Public Improvement District to have Mr. Borgeson continue to serve on the Board for another term, or until an election can be held.

**NOW THEREFORE BE IT RESOLVED BY THE PUBLIC IMPROVEMENT  
DISTRICT BOARD THAT:**

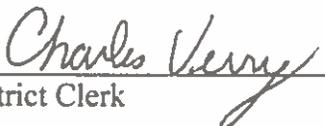
1. Burl Smith is highly recommended to serve as Director and be appointed by the Village as a Director of the Angel Fire Public Improvement District for a four-year term effective April 21, 2016 and ending April 21, 2020.
2. Don Borgeson is highly recommended be reappointed by the Village as Director of the Angel Fire Public Improvement District for an additional four-year term effective April 21, 2016 and ending April 21, 2020.
3. That this Resolution No. 2016-7 be transmitted to the Governing Body of the Village of Angel Fire for its consideration.

PASSED, APPROVED, AND ADOPTED by the Public improvement District Board on this 14<sup>th</sup> day of April, 2016.

  
Chairperson Pro Tem

ATTEST:

  
District Administrator

  
District Clerk

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

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**MEETING DATE:** May 24, 2016

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

**FROM:** Tracy Orr

**SUBJECT:** Approve Resolution 2016-10 to approve assignment of official representatives and signatory authorities for the Clean Water State Revolving Fund

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**Background/Facts** : This is a resolution authorizing the assignment of official representatives and signatory authorities for the Clean Water State Revolving Fund.

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**Alternatives:** N/A

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1) **Financial Impact and Review:**

**Financial Impact:** No

**Budgeted Item:** X\_yes \_\_\_no

**Funding Source:** Water/Wastewater Enterprise Fund

**Finance Department Comments and Review:**

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Finance Directors Signature

2) **Attached Documents:** Resolution 2016-10

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3) **Staff's Recommended Motion:** Motion and Second to approve Resolution 2016-10

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

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

**Manager's Comments:**

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**Signature:** 

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF OFFICIAL  
REPRESENTATIVES AND SIGNATORY AUTHORITIES**

**Resolution 2016-10**

**Whereas**, the Council of the Village of Angel Fire of Colfax County of the State of New Mexico shall enter into a Loan Agreement with the State of New Mexico Environment Department, and

**Whereas**, the Agreement is identified as CWSRF 056

**NOW THEREFORE, BE IT RESOLVED** by the named applicant that:

Barbara Cottam, Mayor or his/her successor is authorized to sign the agreement for this project, and

Barbara Cottam, Mayor, or his successor is the OFFICIAL BORROWER REPRESENTATIVE who is authorized to submit any documents pertaining to the project and act as the single point of contact, and

Bret Wier, Finance Director, or his/her successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests and other documents requiring a signature for submittal to the New Mexico Environment Department.

**PASSED, APPROVED, AND ADOPTED:** this 24<sup>th</sup> day of May, 2016.

**Barbara Cottam, Mayor, Village of Angel Fire, Water/Wastewater**

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(Signature)

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Date

(SEAL)

**ATTEST:**

**Terry Cordova, Village Clerk**

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(Signature)

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Date

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

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**MEETING DATE:** May 24, 2016

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

**FROM:** Fabian Mascarenas/Tracy Orr

**SUBJECT:** Approve Resolution 2016-11 for a FY2016-2017 contract with Shuter Library

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**Background/Facts** : The Village of Angel Fire wishes to support Shuter Library for FY2016-2017 in the amount of \$4,000. In exchange, Shuter Library agrees to provide the following services 1) free use of books, audios and related materials by Angel Fire residents 2) free use of public access computers by Angel Fire residents 3) free use of public wireless network by Angel Fire residents 4) free copy/fax/printing available, subject to charge for consumables, by Angel Fire residents 5) free use of library common grounds by Angel Fire residents 6) services shall be provided at no less than 40 hours a week with the exception of normal holiday closures and school closures. Hours will vary depending on the time of year but shall be clearly posted both on premise and the library website.

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**Alternatives:** N/A

1) **Financial Impact and Review:**

**Financial Impact:** Yes

**Budgeted Item:**   yes   X  no

**Funding Source:** General Fund

**Finance Department Comments and Review:**

A BAR will need to be issued.

  
Finance Directors Signature

2) **Attached Documents:** Contract approved by attorney

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3) **Staff's Recommended Motion:** Motion and Second to approve FY2016-2017 contract with Shuter Library for support in the amount of \$4,000.

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

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

**Manager's Comments:**

**Signature:** 

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**STATE OF NEW MEXICO  
VILLAGE OF ANGEL FIRE  
RESOLUTION 2016-11**

**A RESOLUTION APPROVING A FY2016-2017 CONTRACT WITH SHUTER LIBRARY**

**WHEREAS,** the Village of Angel Fire wishes to support the Shuter Library, and;

**WHEREAS,** the Village of Angel Fire agrees to pay Shuter Library a sum of \$4,000, payment made quarterly upon receipt and acceptance of account from Shuter Library; and

**WHEREAS,** Shuter Library agrees to provide the following services:

- 1) Free use of books, audios and related materials by Angel Fire residents
- 2) Free use of public access computers by Angel Fire residents
- 3) Free use of public wireless network by Angel Fire residents
- 4) Free copy/fax/printing available, subject to charge for consumables, by Angel Fire residents
- 5) Free use of library common grounds by Angel Fire residents
- 6) Services shall be provided at no less than 40 hours a week with the exception of normal holiday closures and school closures. Hours will vary depending on the time of year but shall be clearly posted both on premise and the library website; and

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the Village of Angel Fire, State of New Mexico, hereby approves the contract between the Village and Shuter Library to provide support in the sum of \$4,000, paid quarterly. Shuter Library agrees to provide the services listed above.

PASSED, APPROVED and ADOPTED by the governing body this 24<sup>th</sup> day of May, 2016.

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

ATTEST:

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

**VILLAGE OF ANGEL FIRE CONTRACT  
WITH SHUTER LIBRARY FOR LIBRARY SERVICES FOR ANGEL FIRE  
RESIDENTS**

This Agreement is made and entered into by and between the Village of Angel Fire (“the Village”) and Shuter Library (“the Contractor”). Jointly, the Village and Contractor are sometimes herein referred to as “the Parties”.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Work:

The Contractor shall provide the following services:

1. Free use of books, audios and related materials by Angel Fire Residents
2. Free use of public access computers by Angel Fire Residents.
3. Free use of public wireless network by Angel Fire Residents.
4. Free copy / fax / printing available, subject to charge for consumables, by Angel Fire Residents
5. Free use of Library common grounds by Angel Fire Residents.
6. Services shall be provided at no less than 40 hours a week with the exception of normal holiday closures and school closures. Hours will vary depending on the time of year but shall be clearly posted both on premise and the library website.

2. Payment Provisions/Compensation:

- a. The Village shall pay the Contractor based on a lump sum fixed fee for basic services as follows: Year 1 – \$4,000.00
- b. Invoices / Payment of Invoice - payment shall be made quarterly, only upon receipt and acceptance of a statement of account. Invoices shall be submitted to the Village Manager. Payment will be made to the Contractor’s designated local mailing address..

3. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF ANGEL FIRE. This Agreement shall begin on the date approved by the Village of Angel Fire. This Agreement shall not begin sooner than July 1, 2016 and continue until June 31, 2017, unless terminated sooner in accordance with paragraph 4 of this Agreement or law.

4 Termination:

This Agreement may be terminated by either of the Parties hereto upon written notice delivered to the other Party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT

EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE VILLAGE IN SUCH CIRCUMSTANCES AS A CONTRACTOR'S DEFULT OR BREACH OF CONTRACT.

5 Status of Contractor / Independent Contractor:

The Contractor and his agents or employees, are independent contractors performing services for the Village and are not employees of the Village of Angel Fire. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefit afforded to employees of the Village of Angel Fire 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 prior written approval of the Village Council.

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 Village Administrator.

8 Records and Audit:

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Village of Angel Fire, the State Auditor, the Local Government Division of the Department of Finance and Administration, and any other agency or contractor with the authority to review or inspect such records.

9 Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of the Village of Angel Fire. If insufficient appropriations and authorizations are made by the Village Council, this Agreement shall terminate upon written notice being given by the Village Council to the Contractor. The Village of Angel Fire's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10 Release:

The Contractor, upon final payment of the amount due under this Agreement, releases the Village of Angel Fire, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the

Village of Angel Fire unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

11 Conflict of Interest:

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 shall comply with any applicable provisions under the New Mexico Governmental Conduct Act, the New Mexico Financial Disclosures Act, and other applicable local codes or provisions.

12 Amendments:

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties. Scope of Agreement / Merger: This Agreement incorporates all the agreements, covenants and understandings between the Parties 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.

13 Notices. Bribes. Gratuities and Kickbacks:

The Procurement Code, Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978) which prohibit bribes, kickbacks and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Section 31-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

14 Equal Opportunity Compliance:

The Contractor agrees to abide by the all Federal and State laws, rules and regulations, and executive orders of Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the Contractor's employ shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age, or handicap be excluded from employment with, participation in, denied the benefits of, or being otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15 Indemnification:

The Contractor shall hold the Village of Angel Fire, its agents and employees harmless and shall indemnify the Village and its agents and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injuries or damages to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or subcontractors. Contractor shall not be liable for any injury or damage caused as a result of any negligent act or omissions committed by the Village, its officers or employees.

16 Applicable Law:

This Agreement shall be governed by the laws of the State of New Mexico.

17 Project Reporting:

The Contractor will provide (quarterly) status reports to the Village Manager and Village Council. Status reports will include, at a minimum, a discussion of services rendered, problems encountered and requested project plan adjustments.

18 Worker's Compensation:

The Contractor agrees to comply with State laws and all rules applicable to Worker's Compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules and regulations, which required to do so, this Agreement may be terminated by the Village of Angel Fire.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by persons here represented and warranted to be authorized to bind the Parties to this Agreement:

CONTRACTOR: By: \_\_\_\_\_  
Title of Authorized Signatory

The records of Taxation & Revenue Department reflect that the Contractor is registered with the Taxation & Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

Taxation & Revenue Department ID NO. \_\_\_\_\_

Insert Contractor CRS number

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

VILLAGE OF ANGEL FIRE:

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

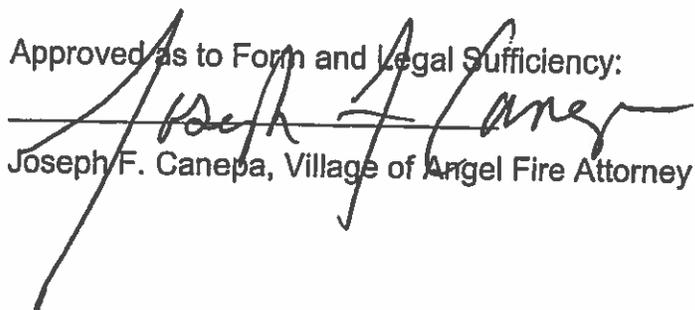
Barbara Cottam, Mayor

Approved by action of the Council of Angel Fire at its Meeting held the \_\_\_\_ day of May \_\_\_\_ 2016.

(ATTEST)

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

Approved as to Form and Legal Sufficiency:

  
\_\_\_\_\_  
Joseph F. Canepa, Village of Angel Fire Attorney

7 May 16

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

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**MEETING DATE:** May 24, 2016

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

**FROM:** Fabian Mascarenas/Tracy Orr

**SUBJECT:** Approve listing agreement-exclusive right to sale-between the Village of Angel Fire and Monte Verde Realty for the sale of Lot 5, Block F, Monte Verde Subdivision Unit 1

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**Background/Facts** : The Village of Angel Fire has decided to list the Kellen property located at Lot 5, Block F, Monte Verde Subdivision Unit 1. The Village wishes to sign a listing agreement with Monte Verde Realty. We have our Village attorney's opinion that Monte Verde Realty may represent us in the sale of this property. At the broker's opinion of market value, it was suggested that the property market value be listed at \$10,000.

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**Financial Impact:** Yes  
**Budgeted Item:**  yes  no  
**Funding Source:** General Fund

**Finance Department Comments and Review:**

---

  
Finance Directors Signature

**1) Attached Documents: Opinion of Market Value and Listing Agreement**

**Staff's Recommended Motion:** Motion and Second to approve and sign the listing agreement between the Village of Angel Fire and Monte Verde Realty for the sale of the Kellen property located at Lot 5, Block F, Monte Verde Subdivision Unit 1.

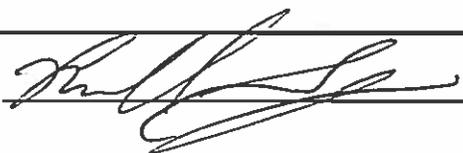
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**2) Village Manager's Recommendation:**

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

**Manager's Comments:**

---

**Signature:** 



(575) 377-2344

(800) 368-0753

P.O. BOX 49

ANGEL FIRE

N.M. 87710

May 10, 2016

Rick Tafoya, Village Manager  
Village of Angel Fire  
P.O. Box 610  
Angel Fire, NM 87710

Re: Opinion of Market Value  
Lot 5, Blk F, Monte Verde Subdivision Unit 1  
Formerly Kellen Property

Dear Mr. Tafoya,

As per your request, I have completed an Opinion of Market Value on the above referenced property.

**LOCATION OF PROPERTY**

This property is located within the Village of Angel Fire and the Angel Fire Resort.

It is located just to the west of Mountain View Blvd. (NM Hwy 434) and south of the Angel Fire Country Club.

It is accessed by the Village maintained Pinehurst Way.

**CHARACTERISTICS OF PROPERTY**

The elevation is approximately 8,400 feet.

Water and road maintenance are supplied by the Village of Angel Fire. Electricity and telephone are supplied to the lot line.

The Village zoning is R-1 (Single-Family Residential) and the lot also has restrictive covenants from the Angel Fire Resort.

The Angel Fire Resort has a mandatory HOA Membership fee that currently is \$1,265.00 annually.

The lot is approximately 0.50 acre in size.

As of 09/01/2010, no lots in the ½-acre range will be permitted for conventional septic systems. Advanced treatment septic systems range from \$18,000.00 to more than \$30,000.00 per lot.

## **COMPARATIVE SALES**

There are currently 362 single-family residential lots with utilities listed for sale.

The large number of homes (184) currently on the sales market has resulted in sharply reduced single-family lot sales within the Angel Fire Resort.

The Angel Fire single-family lot sales during the last three years are as follows:

2013 – 38 lots sold	Average Sale price - \$24,597.00
2014 – 37 lots sold	Average Sale price - \$22,441.00
2015 – 38 lots sold	Average Sale price - \$17,171.00

Currently there have been 6 lots sold on the west side of NM 434. They averaged \$10,200 per lot with an average of 155 days on market.

Of the 38 lots sold in 2015, the average days on market was 1,111 days.

The best comparative sale for this lot is Lot 6, Blk K, Monte Verde Unit I. It sold for \$6,000.00 on 11/18/15. It had been on the market for 568 days.

## **OPINION OF MARKET VALUE**

Based upon my inspection of the property, investigation of comparable sales and the application of conventional appraisal approaches, my Opinion of Market Value is:

**Ten Thousand Dollars**

**\$10,000.00**

Please note the attached exhibits.

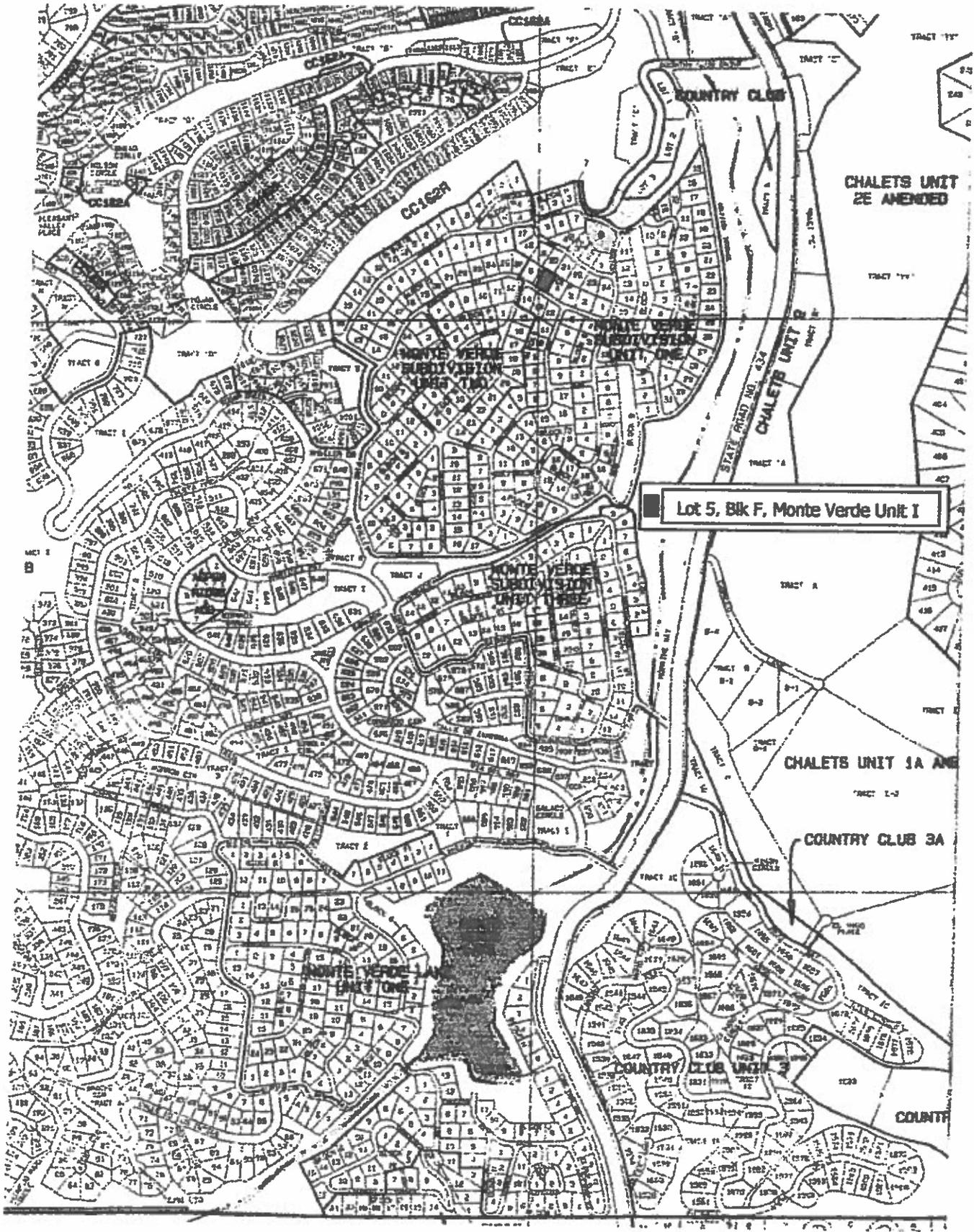
If you have any questions or concerns, please contact me at (575) 377-2344.

Yours truly,



Stan Harrell  
Qualifying Broker  
MONTE VERDE REALTY

Enclosures



Lot 5, Blk F, Monte Verde Unit I

CHALET'S UNIT 2E AMENDED

COUNTRY CLUB

MONTE VERDE SUBDIVISION UNIT ONE

CHALET'S UNIT 1A AMENDED

COUNTRY CLUB 3A

MONTE VERDE SUBDIVISION UNIT TWO

COUNTRY CLUB UNIT 3A



**REALTORS® ASSOCIATION OF NEW MEXICO  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016  
PART I – BROKERS DUTIES**

As required by New Mexico law, Before the time a Broker generates or presents any written document that has the potential to become an express written agreement, the Broker shall disclose in writing to their prospective customer or client, and obtain a written acknowledgement from their prospective customer or client, showing the delivery of the disclosure of the following Broker Duties:

- A. Honesty and reasonable care as set forth in the provisions of this sections;
- B. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
- C. Performance of any and all written agreements made with the Customer or Client;
- D. Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including
  - 1. Presentation of all offers or counter-offers in a timely manner, and
  - 2. Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction; If the Broker in a Transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2) above, the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose the existence of such agreement in writing to the other Brokers involved in the Transaction;
- E. Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
- F. Prompt accounting for all monies or property received by the Broker;
- G. Written disclosure to their client or customer and to other brokers involved in the transaction of any potential conflict of interest that the broker has in the transaction including but not limited to:
  - 1. Any *written* brokerage relationship the broker has with any other parties to the transaction or;
  - 2. Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
  - 3. Other brokerage relationship options available in New Mexico;
- H. Written disclosure of any adverse material facts actually known by the Associate Broker or Qualifying Broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act;
- I. Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
- J. Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the Transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Tenant Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller client or Customer or their Tenant client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.

**SELLER SHOULD ACKNOWLEDGE RECEIPT OF THIS INFORMATION BY INITIALING BELOW.**





## REALTORS® ASSOCIATION OF NEW MEXICO LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016

1. **EXCLUSIVE SERVICES.** THE UNDERSIGNED Village of Angel Fire by Rick Tafoya, Village Manager (“Seller”) grants to the undersigned Brokerage Firm, Monte Verde Realty Inc., the exclusive right to sell the real property described in Paragraph 3. Broker will act as Seller’s Transaction Broker in this transaction without creating an Agency relationship with fiduciary duties. It is the parties’ intention to minimize the likelihood that Seller will be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable to Seller under agency law. The Term “Sale” or “Sold” includes the voluntary sale, lease, exchange or other transfer of the Property or the voluntary creation of the right to acquire any interest in the Property (including a contract or lease).

2. **TERM.** The term of this Agreement will begin on May 17, 2016 and terminate at 11:59 p.m. Mountain Time on May 17, 2017. If a property is under contract or the Seller is negotiating a written offer with a Buyer on the date this Agreement would otherwise terminate, the term will automatically be extended through closing or other final disposition of that Property. The word “Term” as used in this Agreement will include all extensions.

3. **PROPERTY.**

- A. Type:  RESIDENTIAL:  Resale  New Construction  Site Built  Manufactured Housing  
 CONSTRUCTION:  Office  Industrial  Warehouse  Specialty Retail  
 Residential Investment (Rental)  Shopping Center  
 VACANT LAND  FARM AND RANCH  OTHER \_\_\_\_\_

B. \_\_\_\_\_  
 Address Angel Fire 87710  
City  
 Lot 5, Blk F, Monte Verde Unit I Subdivision  
 Legal Description  
 Or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ Colfax \_\_\_\_\_ County, New Mexico.

C. Description or explanation of any known mineral or water rights appurtenant to the Property and whether they will be included in the sale: any that go with the land will convey

D. The Property will include the following, if existing on the Property, unless excluded below, free of liens: smoke, fire, security and water conditioning systems (if owned by Seller); heating, ventilation and air conditioning systems; landscaping, sprinklers/irrigation equipment; storm windows and doors, screens, window coverings and rods; TV antennas, satellite dishes and receiver with access card (if owned by Seller and if transferable); light fixtures; ceiling fans; range; oven; dishwasher; garbage disposal; attached mirrors; attached floor coverings; awnings; mailboxes; fireplace grate and screen; garage door openers and controls; pool and spa equipment; and outdoor plants and trees (other than in moveable containers). The following additional existing personal property, if checked, shall remain with the Property:

- |                                       |   |                                      |
|---------------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Decorative mirrors above bath vanities     | <input type="checkbox"/> Microwave   |
| <input type="checkbox"/> Washer       | <input type="checkbox"/> Built in/attached speakers and sub woofers | <input type="checkbox"/> TV          |
| <input type="checkbox"/> Dryer        | <input type="checkbox"/> Audio Components                           | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> Other _____                                | <input type="checkbox"/> Other _____ |

The above additional existing personal property included shall not be considered part of the premises and shall be transferred with no monetary value, and free and clear of all liens and encumbrances.

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM Forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

**REALTORS® ASSOCIATION OF NEW MEXICO  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016**

E. The following items are excluded from the sale: NA

**IT IS THE SELLER'S RESPONSIBILITY TO ENSURE THAT THIS EXCLUSION IS CONTAINED IN THE FINAL PURCHASE AGREEMENT.**

4. **TERMS AND CONDITIONS OF SALE.** The listing price shall be \$ 10,000.00  
( Ten Thousand DOLLARS),  
or such price as shall be acceptable to Seller. Other terms and conditions: Cash to Seller

5. **BROKER OBLIGATIONS.** Broker will use diligence in effecting the sale of the Property, and will:
- A. Assist Seller to locate qualified Buyers;
  - B. If requested, assist potential Buyers to locate financing and prepare offers;
  - C. Assist Seller in negotiating the terms of a sale;
  - D. Assist Seller in monitoring pre-closing and closing procedures;
  - E. With Seller's approval, divulge the terms of any offers on the subject Property in response to inquiries from Buyers or cooperating Brokers; and
  - F. Disclose whether offers were obtained by the Listing Broker, another Broker in the listing firm, or by a cooperating Broker.
  - G. Unless otherwise waived by Buyer, prior to accepting an Offer to Purchase; 1) request from the County Assessor the Estimated Property Tax Levy with respect to the Property, specifying the listed price as the value of the Property to be used in the estimate, and; 2) provide a copy of the Assessor's response in writing to the prospective Buyer(s) or the Buyer's Broker. If waived by Buyer, obtain proof of waiver prior to accepting an Offer to Purchase from said Buyer.

If Seller enters into a written agreement for the sale of the Property, unless that agreement is terminated or the interest of the Buyer is forfeited, Broker  shall  shall not be required to show the Property or submit additional offers to Seller.

6. **SELLER OBLIGATIONS.** Seller will:
- A. Provide to Broker Firm all available data, records, and documents relating to the Property.
  - B. Allow Broker or cooperating Brokers to show the Property at reasonable times and upon reasonable notice;
  - C. Refer to Broker all inquiries relating to the sale of the Property;
  - D. Commit no act which might tend to obstruct Broker's performance under this Agreement; and
  - E. In the event of a sale provide all documents necessary to complete the sale, and complete, where customary, a Seller's Property Disclosure Statement.
  - F. Seller  will  will not provide a Seller's Property Disclosure Statement.

7. **SELLER'S AUTHORIZATIONS.** Seller authorizes;
- |   | YES                                 | NO                                  |
|---|-------------------------------------|-------------------------------------|
| A. Brokerage Firm to list the Property with the MULTIPLE LISTING SERVICE ("MLS"), or LISTING EXCHANGE (LEX), if any, of the local Board or Association of REALTORS® and to report the terms of the sale to the MLS.                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| B. Broker to place a "For Sale" sign on the Property.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C. Installation of a lockbox on the Property to show the Property. A lockbox is a locked container on the Property in which a key is placed. The lockbox may be opened by a key, combination, or programmer key, permitting access to the Property. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Broker to provide keys to other Brokers and Agents and other authorized personnel to show the Property and to permit access for marketing and inspections.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Broker to obtain information about the Property, such as utility bills, loan information, etc.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**REALTORS® ASSOCIATION OF NEW MEXICO  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | YES                                 | NO                                  |
| F. Broker to divulge <input type="checkbox"/> terms <input checked="" type="checkbox"/> existence of offers on the Property in response to inquiries from buyers or cooperating Brokers.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| G. Brokerage Firm to include interior photographs and/or videography to market the Property.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| H. If Seller(s) has authorized Broker to submit the Property's listing information to the MLS in which Broker participates, Seller(s) understands and acknowledges that the MLS will disseminate the Property's listing information to all MLS Brokers who operate Internet web-sites, as well as on-line providers such as <u>www.realtor.com</u> , and that the information on those web-sites may generally be available to the public. Some, but not necessarily all, of those web-sites may have features that either allow viewers to make comments about the Property that can be seen by others viewing the Property listing (blogging) or that provide a link to comments made by others about the Property. Additionally, those web-sites may include with the Property Listing an automated estimate of the market value of the Property or a link to the estimate. |                                     |                                     |
| I. Seller(s) <input checked="" type="checkbox"/> does <input type="checkbox"/> does not want the Property to be displayed on the Internet. If Seller(s) indicates that he/she does not want the Property to be displayed on the Internet, then the listing will not appear on ANY Internet sites, including, <u>www.realtor.com</u> and the listing Broker's web-site. Seller(s) may withhold consent for Internet display on all sites except the Listing Broker's web-site; however, if Seller chooses this option the listing would NOT be eligible for inclusion in the MLS.   |                                     |                                     |
| J. Seller(s) <input checked="" type="checkbox"/> does <input type="checkbox"/> does not want the address of the listed Property to be displayed on the Internet. If Seller(s) indicates that he/she does not want the Property address to be displayed on the Internet, then the Property will be disseminated via the Internet, but the Property address will not appear in conjunction with the listing.   |                                     |                                     |
| K. Seller(s) <input type="checkbox"/> does <input checked="" type="checkbox"/> does not want the viewers of the Property to have the capability to provide comments (blog) about the Property. If Seller(s) indicates that he/she does not want the blogging feature activated, then this feature will be disabled on all MLS participants' Internet web-sites. However, this feature may still appear on the Internet web-sites of other on-line providers that are not MLS participants.   |                                     |                                     |
| L. Seller(s) <input type="checkbox"/> does <input checked="" type="checkbox"/> does not want the site operator to allow/provide an automated estimate of the value of the Property (AVM) or a link to the same. If Seller(s) indicates that he/she does not want the AVM feature activated, then this feature will be disabled on all MLS participants' Internet web-sites. However, this feature may still appear on the Internet web-sites of other on-line providers that are not MLS participants.   |                                     |                                     |
| M. If Seller(s) has chosen above to have automated valuation and/or blogging features disabled, Broker will transmit this request to the MLS. If Seller(s) has allowed for the use of these features in this form, but subsequently, wants to discontinue the use of one or both of these features, Seller(s) should communicate this request in writing to the listing Broker who will in turn transmit the request to the MLS.   |                                     |                                     |
| N. If Seller(s) believes that information about the Property appearing on another MLS participant's web-site is false, he/she should notify the listing Broker who will bring the false information to the specific web-site operator, along with an explanation as to why the information is false. The web-site operator will have the obligation under MLS Policy to remove any false information.  |                                     |                                     |
| O. Other _____   |                                     |                                     |

**8. BROKER'S COMPENSATION.**

Seller agrees to pay Brokerage Firm as compensation \_\_\_\_\_ 10%  
plus applicable New Mexico Gross Receipts Tax, upon the occurrence of any of the following:

- A. If Brokerage Firm or anyone else produces or finds a purchaser or lessee ready, willing and able to purchase or lease the Property at the price and terms offered in this Agreement or at any price and terms acceptable to Seller;  
OR
- B. The sale of the Property during the term of this Agreement, by Seller or through any other source; OR
- C. During the term of this Agreement, if the Property is withdrawn and subsequently sold, or made unmarketable by Seller's voluntary act; OR
- D. The sale of the Property is made by Seller within 90 days after the term of this Agreement (the "Protection Period") to persons to whom Brokerage Firm has introduced the Property during the term, PROVIDED HOWEVER, that Broker submits to Seller a notice or other writing, either before or within five (5) days after the

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016**

end of the Term, which discloses the names of the prospective buyers. This provision will not apply if Seller enters into a written exclusive listing agreement with another licensed Broker during the protection period.

E. Notwithstanding the foregoing, upon forfeiture of Earnest Money by a prospective buyer or lessee, Broker will be entitled to one-half the earnest money, not to exceed Broker's compensation set forth above.

9. **COOPERATION.** Seller authorizes Listing Brokerage Firm to share compensation with a cooperating Brokerage Firm that procures a Buyer as follows:  
50% of commission paid plus applicable NM GRT

**10. SELLER WARRANTIES; INDEMNIFICATION; RELEASE; REPRESENTATION.**

**A. SELLER WARRANTIES:**

- 1) Except as otherwise disclosed to Broker in writing, the person or persons designated as Seller above and in the signature block of this Agreement is owner of record of the Property and has the authority to enter into this Agreement;
- 2) The information furnished with respect to the Property is complete and accurate;
- 3) In the event the Property is or becomes vacant during the term of this Agreement, Seller will notify Seller's casualty insurance company and obtain any endorsement necessary to maintain insurance coverage.

**B. SELLER INDEMNIFICATION:** Seller will indemnify and hold Broker harmless from any liability or damages, including attorneys' fees, arising out of incorrect or undisclosed information which Seller knew or should have known.

**C. SELLER RELEASE:** Seller hereby releases Broker and any cooperating Broker from any liability for any personal injury or damage to real or personal property caused by acts of third parties, vandalism, theft, freezing water pipes, or any other damage or loss whatsoever. Broker shall not be responsible for maintenance of the Property unless otherwise agreed to in writing.

**D. REPRESENTATION:** There are no delinquencies or defaults under any Deed of Trust, Mortgage, or other Encumbrance on the Property, or subject to any current litigation;

**E.** The name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: \_\_\_\_\_

**11. NON-DISCRIMINATION.**

**A. RESIDENTIAL:** Seller understands that federal housing laws, the New Mexico Human Rights Act, and the New Mexico Real Estate Commission Regulations prohibit discrimination in the sale, rental, appraisal, financing, or advertising of housing or other property on the basis of race, age, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin, or ancestry.

**B. COMMERCIAL:** Seller understands that the New Mexico Human Rights Act prohibits discrimination in the sale or lease of any real property on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or spousal affiliation.

12. **FOREIGN SELLERS.** The disposition of a U.S. Real Property interest by a Foreign Person is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA applies if the Seller is a Foreign Person, Foreign Corporation or Partnership, or non-resident Alien, unless BOTH the purchase price is \$300,000 or less AND Buyer intends to use the Property as Buyer's primary residence. Federal law requires that if Seller is a Foreign Person, then Buyer must withhold ten percent (10%) of the amount realized from the sale of the Property and remit it to the Internal Revenue Service (IRS) within twenty (20) days of Closing unless the Seller provides written confirmation from the IRS that Seller is not subject to withholding. Generally speaking, the "amount realized" is the sales/purchase price of the Real Estate. If Seller is Non-Foreign, the Seller must provide proof of Non-Foreign Status by fully executing the Affidavit of Non-Foreign Seller (RANM Form 2303) and delivering it to either the Buyer or to a Qualified Substitute. Under FIRPTA, if Seller is a Foreign Person and Buyer fails to withhold taxes, the Buyer may be held liable for the tax, in addition to other fines and penalties and the Buyer's Broker may be fined up to the amount of his commission. Seller  is  is not a Foreign Person as defined in this Paragraph. (See RANM Form 2304 – Information Sheet – FIRPTA)

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016**

- 13. FARMS AND RANCHES.** The Agricultural Foreign Investment Disclosure Act (AFIDA) requires disclosure of a transfer of interest in certain agricultural land (including farms and ranches) to or from a Foreign Person to the Farm Service Agency (FSA) within ninety (90) days of the transaction, on a form provided by the FSA. AFIDA does not apply to agricultural land if in the aggregate it is not more than ten (10) acres and if the gross annual receipts from sale of farm, ranch, farming or timber products do not exceed \$1,000.00. A “foreign person” is certain foreign corporations or a person who is not a citizen of the U.S. or certain of its possessions, who is not a permanent resident and who is not paroled into the U.S.
- Seller  is  is not a foreign person as defined in this paragraph. (See RANM 2304A – Information Sheet – AFIDA).
- 14. LEAD-BASED PAINT.** Are there buildings on the Property that were built prior to 1978?  Yes  No If no, proceed to Paragraph 15.
- A. DISCLOSURE AND INFORMATION REQUIREMENTS:** If a residence on the Property was constructed before 1978, Seller **MUST** provide the following information to the Buyer. The Buyer should receive this information **BEFORE** making an offer on the Property. Seller **cannot legally accept Buyer’s offer unless Buyer has received all of the following AND completed RANM Form 5112, Lead-Based Paint Addendum to the Purchase Agreement.**
- 1) The pamphlet titled, “Protect Your Family from Lead in Your Home”;
  - 2) Disclosure of known presence of lead-based paint and lead-based paint hazards;
  - 3) A list and copies of all reports and records available to Seller pertaining to lead-based paint and lead-based hazards on the Property; and
  - 4) A 10-day opportunity (or mutually agreed upon period) for the Buyer to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer may waive this opportunity (see RANM Form 5112).
- B. REPAIRS AND RENOVATIONS;** If the Property falls under the Lead-Based Paint Renovation, Repair and Painting Program (Program), AND there have been renovations or repairs made to the Property that are governed by the Program, complete **(UNLESS OTHERWISE DIRECTED BY THE FORM) RANM Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum.** For definitions of properties and renovations covered by the Program refer to RANM Form 2315, Lead-Based Paint (LBP) Renovation, Repair and Painting Information Sheet.
- 15. PUBLIC IMPROVEMENT DISTRICT:** Is the Property located in a Public Improvement District?  Yes  No **If yes, PER NEW MEXICO LAW, SELLER IS PROHIBITED FROM ACCEPTING AN OFFER TO PURCHASE UNTIL SELLER HAS PROVIDED SPECIFIC DISCLOSURES TO THE BUYER.** See RANM Form 4550, Public Improvement District Disclosure and RANM Form 4500, Public Improvement District Information Sheet.
- 16. HOMEOWNERS’ ASSOCIATION:** Is Property located in an HOA?  Yes  No If yes, Per New Mexico law, Seller is required to provide specific disclosures to the buyer no less than seven (7) days prior to the Settlement/Signing date, as such date is defined in the Purchase Agreement. See RANM Form 4600, Homeowners’ Association Information Sheet, RANM Form 4650, Seller’s Disclosure of HOA Documents and RANM Form 4700 Homeowners’ Disclosure Certificate.
- 17. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016**

- 18. EXPERT ASSISTANCE.** Broker advises Seller to obtain expert assistance regarding legal, tax, and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering, or other matters which are not within the expertise of Broker. Broker shall have no liability with respect to such matters.
- 19. FACSIMILE TRANSMISSION.** The facsimile transmission of a signed copy of this or any document in this transaction will constitute delivery of that document. A facsimile, email, or electronically transmitted signature shall have the same force and effect as an original signature.
- 20. ATTORNEY FEES.** If either party uses the services of an attorney to enforce the party's rights or the other's obligations under this Agreement, the damages will include attorneys' fees and costs.
- 21. TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
- 22. FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
- 23. LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.
- 24. SERVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 25. OTHER.**

**26. ENTIRE AGREEMENT.** This Agreement together with the following addenda, and any exhibits referred to in this Agreement, contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written with respect to the property which are not expressly set forth herein. This Agreement may be varied only by a document signed by both parties.

- Agency Addendum  
 Short Sale Addendum

- Other: \_\_\_\_\_  
 Other: \_\_\_\_\_

# REALTORS® ASSOCIATION OF NEW MEXICO LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2016

*The REALTORS® Association of New Mexico and the local board or association of REALTORS® do not fix, control, recommend, suggest or maintain compensation rates for services to be rendered by members, nor the division of Broker's compensation between Broker and cooperating Brokers in a transaction. The amount of compensation and the terms of the Agreement are not prescribed by law and are subject to negotiation.*

**THE LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL IS BY AND BETWEEN BROKERAGE FIRM,**  
Monte Verde Realty Inc., **AND Village of Angel Fire** by Rick Tafoya, Village Manager, **SELLER.**

## LISTING BROKER

Monte Verde Realty Inc.

---

Listing Broker Firm

Stan Harrell

---

Listing Broker Name (Print)

Broker  is  is not a REALTOR®

---

Listing Broker Name (Signature)

3415 Mountain View Blvd  
Address

Angel Fire

Date

Time

NM

87710

City

State

Zip Code

(575) 377-2344  
Business Phone

(575) 377-3234

Fax

monteverde@newmex.com

Email Address

## SELLER

---

Seller Signature

Date

Time

---

Seller Signature

Date

Time

---

Village of Angel Fire  
Seller Names (Print)

by Rick Tafoya, Village Manager

Date

Time

---

PO Box 610  
Seller Address

Angel Fire

Date

Time

NM

87710

City

State

Zip Code

575-377-3232  
Seller Home Phone

Business Phone

Other Phone

Fax



**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

YES	NO
-----	----

**IS THE SELLER AWARE OF:**

- E. Any violations of applicable subdivision laws at the time the Property was subdivided?  
If yes, explain: \_\_\_\_\_
- F. Any alleged violations of applicable laws, regulations, ordinances or zoning laws?  
If yes, explain: \_\_\_\_\_
- G. Any zoning variances/exceptions or non-conforming use of the Property?  
If yes, explain: \_\_\_\_\_
- H. Any legal issues, proposed buildings, bridges, roadways or real estate developments, etc. in the immediate area?  
If yes, explain: \_\_\_\_\_
- I. Any restrictive covenants or other limitations on use?  
If yes, explain: \_\_\_\_\_
- a. Any violation thereof? If yes, explain: \_\_\_\_\_
- J. Any building code or environmental regulation violations?  
If yes, explain: \_\_\_\_\_
- K. Any necessary permits, approvals or inspections for all construction, repairs and improvements that have not been obtained?  
If yes, explain: \_\_\_\_\_
- L. Any existing or threatened legal actions concerning the Property or the Homeowners Association?  
If yes, explain: \_\_\_\_\_
- M. Any well-sharing, driveway-sharing, road-sharing or other contract to which the Property is subject?  
If yes, explain: \_\_\_\_\_
- N. Anyone with a Right of First Refusal, option to buy or lease the Property, or any other similar agreement?  
If yes, explain: \_\_\_\_\_
- O. Any other restrictions on resale?  
If yes, explain: \_\_\_\_\_
- P. Is this Property subject to Right of Reversion?  
If yes, explain: \_\_\_\_\_
- Q. Any exemptions you claim to Property Taxes (i.e., Veteran, Head of Household)?  
If yes, explain: \_\_\_\_\_

For additional information or further explanation (indicate item #): \_\_\_\_\_

**3. PROPERTY CONDITIONS**

YES	NO
-----	----

**IS THE SELLER AWARE OF:**

- A. Any minor damage that has occurred to the Property?
- B. Any smoke damage or a fire on the Property?
- C. Any problems with driveways, walkways, sidewalks (such a large cracks, potholes or raised sections)?

**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | D. Any history of wood infestation, insects, pests or tree root problems? Specify date and type of last treatment: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | E. Any flowing or drainage problems on the Property?   |
| <input type="checkbox"/> | <input type="checkbox"/> | F. Any flowing or drainage problems on adjacent Properties that may impact this Property?                                |
| <input type="checkbox"/> | <input type="checkbox"/> | G. Any standing water after rainfalls?   |
| <input type="checkbox"/> | <input type="checkbox"/> | H. Any active springs?   |
| <input type="checkbox"/> | <input type="checkbox"/> | I. Any history of moldy conditions or treatment for mold?  |
| <input type="checkbox"/> | <input type="checkbox"/> | J. Any land on the Property that has been filled in?   |
| <input type="checkbox"/> | <input type="checkbox"/> | K. Any earth movement, subsidence, or settlement problems?   |
| <input type="checkbox"/> | <input type="checkbox"/> | L. Any additional structures? If yes, list: _____  |

For additional information or further explanation (indicate item #): \_\_\_\_\_

**4. WATER SUPPLY**

YES	NO	DON'T KNOW
-----	----	------------

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Is the water supply <input type="checkbox"/> City/Municipal? <input type="checkbox"/> Community/Subdivision <input type="checkbox"/> Domestic Well <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> None (If none, skip to Paragraph 5) If yes, <ul style="list-style-type: none"> <li>i. Is there a requirement to connect to the City/Municipal/Community/Subdivision water? If yes, what are the requirements? _____</li> </ul> <p><b>NOTE: Additional expenses may be required</b></p>  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. If the water supply is City/Municipal/Community/Subdivision, list name and address of supplier: _____<br>Are there any problems? _____ <ul style="list-style-type: none"> <li>i. Any water supply problems? If yes, explain: _____</li> <li>ii. Fees per month: \$ _____</li> <li>iii. Is there a Transfer Fee? If yes, how much? _____</li> <li>iv. Any restrictions or regulations? If yes, explain: _____</li> </ul> <p><b>NOTE: Additional expenses may be required</b></p>  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | C. If water supply is domestic/private/shared well, any problems with well equipment? If yes, explain: _____ <ul style="list-style-type: none"> <li>i. Any restrictions or regulations?</li> <li>ii. If this is a shared well, is a written agreement available?</li> <li>iii. Is well registered with the State Engineer's Office?<br/>Permit Number: _____</li> <li>iv. Does Seller have well record?</li> <li>v. Is well metered?</li> <li>vi. Is there sufficient water yield at all times?<br/>If no, explain: _____</li> <li>vii. Is there a separate electrical meter for the shared well?<br/>If yes, what is the location of the meter? _____<br/>and other well components &amp; equipment? _____</li> <li>viii. Is there a requirement to connect to the City/Municipal/Community/Subdivision water? If yes, what are the requirements? _____</li> </ul> |

**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

YES	NO	DON'T KNOW
-----	----	------------

**NOTE: Additional expenses may be required**  
 ix. Is there any other water source for the Property for any other use?  
 If so, explain: \_\_\_\_\_

For more information, see RANM Form 2307 - Information Sheet - Water Rights and Domestic Wells)

For additional information or further explanation (indicate item #): \_\_\_\_\_

**5. SEWER/WASTEWATER TREATMENT**

YES	NO	DON'T KNOW
-----	----	------------

- A. Is the sewer/wastewater treatment system?     City/Municipal?  
 Community/Subdivision     Onsite Liquid Waste System     None  
 Any problems? \_\_\_\_\_  
 i. If none, is sewer available \_\_\_\_\_  
 ii. If yes, is there a requirement to connect to the City/Municipal/Community/  
 Subdivision Sewer Wastewater Treatment System? What are the  
 requirements: \_\_\_\_\_
- B. If the sewer/wastewater treatment system is City/Municipal/Community/  
 Subdivision, List name and address of provider: \_\_\_\_\_  
 i. Fees per month: \$ \_\_\_\_\_  
 ii. Any restrictions or regulations?  
 If yes, explain: \_\_\_\_\_  
 iii. Is a written agreement available? \_\_\_\_\_  
 iv. Is there a transfer fee? If yes, how much? \_\_\_\_\_  
 v. Is there a requirement to connect to the City/Municipal/Sewer Wastewater  
 Treatment System? If yes, what are the requirements? \_\_\_\_\_
- C. If there is an Onsite Liquid waste system, type:  
 Conventional     Advanced Treatment System (See #D)     Cesspool  
 i. Any problems? \_\_\_\_\_  
 ii. List name and address of service company: \_\_\_\_\_  
 iii. Date last serviced: \_\_\_\_\_  
 iv. Is there an available installation permit? \_\_\_\_\_  
 v. New Mexico Environmental Department (NMED) Environmental  
 Improvement District (EID) Certification? NMED (EID) Certification  
 number and date: \_\_\_\_\_  
 vi. Location of the system: \_\_\_\_\_  
 vii. Is there a requirement to connect to the City/Municipal/Community/  
 Subdivision Sewer/Wastewater Treatment System? If yes, what are the  
 requirements? \_\_\_\_\_
- D. Are there any ALTERNATIVE LIQUID WASTE SYSTEMS?  
 i. Is there an ADVANCED ON-SITE LIQUID WASTE SYSTEM (Multi-Flow  
 Septic System): GRAY WATER and/or BLACK WATER?

**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

YES	NO	DON'T KNOW
-----	----	------------

1) Does the Property have a harvesting system utilizing Gray and/or black water? If yes, please explain: \_\_\_\_\_

2) How is the harvested liquid waste utilized? \_\_\_\_\_

3) Where is the location of the Multi-Flow Septic System? \_\_\_\_\_

4) What year was the Multi-Flow Septic System installed? \_\_\_\_\_

**NOTE: Additional expenses may be required**

ii. Does the Property have an OUT HOUSE (Outdoor Latrine Facilities)?

1) If yes, how many are on the Property? \_\_\_\_\_

2) Is the Out House a permanent structure? \_\_\_\_\_

3) If existing, please describe any additional details \_\_\_\_\_

**NOTE: Additional expenses may be required**

iii. Does the Property have a COMPOSTING TOILET?

1) If yes, what is the method of operation?       electric     solar

other: explain: \_\_\_\_\_

2) If existing, please describe any additional details \_\_\_\_\_

**NOTE: Additional expenses may be required**

iv. Does the Property have a Liquid Waste STORAGE TANK?

1) If yes, please list: \_\_\_\_\_ Capacity amount

\_\_\_\_\_ Location of Liquid Waste Storage Tank

\_\_\_\_\_ Date of installation \_\_\_\_\_ Frequency the Liquid

Waste Storage Tank needs to be pumped

**NOTE: Additional expenses may be required**

E. Have there been any problems with the sewer/septic system? If yes, explain: \_\_\_\_\_

**IF THE PROPERTY HAS AN ONSITE LIQUID WASTE SYSTEM, IT IS SUBJECT TO THE REGULATIONS OF THE NEW MEXICO ENVIRONMENTAL DEPARTMENT (NMED), WHICH REQUIRE INSPECTIONS AND POSSIBLE REPAIR. CONTACT THE NMED FOR INFORMATION REGARDING APPROPRIATE INSPECTION FORMS AND REQUIREMENTS.**

For more information, see RANM Form 2308 Information Sheet - Septic Systems.

For additional information or further explanation (indicate item #): \_\_\_\_\_

**6. ELECTRICAL**

YES	NO	DON'T KNOW
-----	----	------------

A. Is the electrical wiring copper?

B. Is the electrical wiring aluminum?



**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

YES	NO	DON'T KNOW
-----	----	------------

G. Have any insurance claims been made in the past five years?

If yes, please explain: \_\_\_\_\_

i. Were repairs completed? \_\_\_\_\_

H. Has any insurance application or prior coverage regarding all or any part of the Property been rejected or will not be renewed? If yes, please explain: \_\_\_\_\_

I. Has notice been received that any existing insurance coverage will be subjected to increased premium rates?

For additional information or further explanation (indicate item #): \_\_\_\_\_

**8. PUBLIC IMPROVEMENT DISTRICT**

YES	NO	DON'T KNOW
-----	----	------------

A. Is this Property part of an Public Improvement District? If yes, **PER NEW MEXICO LAW, SELLER IS PROHIBITED FROM ACCEPTING AN OFFER TO PURCHASE UNTIL SELLER HAS PROVIDED SPECIFIC DISCLOSURES TO THE BUYER.** See RANM Form 4550, Public Improvement District Disclosure and RANM Form 4500, Public Improvement District Information Sheet. If no, skip to Paragraph 9.

**9. ASSOCIATIONS AND MEMBERSHIPS**

*The following questions can be used for various types of Homeowner Associations. Specific disclosures are required by law. See RANM Form 2302A, Resale Certificate from Condominium Association; RANM Form RANM Form 4600, Homeowners' Association Information Sheet; RANM Form 4650, Homeowners' Association Disclosure Addendum; and RANM Form 4700 Homeowners' Disclosure Certificate.*

YES	NO	DON'T KNOW
-----	----	------------

**IS THE SELLER AWARE OF:**

A. Is this Property subject to a membership or part of an HOA or Condominium Association? If no, skip to Paragraph 10.

i. Name, address and phone number of HOA: \_\_\_\_\_

ii. Does the Membership or HOA have a right of first refusal?

iii. Association fees? \$ \_\_\_\_\_ per  year  month.

What is included in the HOA fees?  Water/sewer     Trash

Building Insurance     Gas Utility     Electric Utility

Ground Maintenance     Property Taxes     Streets     Snow Removal

Other: \_\_\_\_\_

iv. Any contemplated future dues increases or special assessments? If yes, give details: \_\_\_\_\_

**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

YES	NO	DON'T KNOW
-----	----	------------

- v. Security?  Intercom  Closed Circuit TV  Guards  Electric Gate  
 Other: \_\_\_\_\_
- vi. Does each unit have its own designated parking space(s)? If yes, how many?  
\_\_\_\_\_
- vii. Please check the existence of the following documents:  
 Covenants, Conditions and Restrictions or Declaration of Condominium  
 Regulations currently in force  
 Current Financial Statement of Association  
 Articles of Incorporation of Association  
 Association Bylaws  
 Minutes of Board Meetings
- viii. Any pending or threatened litigation either by or against the HOA? If yes, explain: \_\_\_\_\_
- ix. Are all dues and assessments current? \_\_\_\_\_

For additional information or further explanation (indicate item #): \_\_\_\_\_

**10. ENVIRONMENTAL**

YES	NO
-----	----

**IS THE SELLER AWARE OF:**

- A. Any noticeable continuous or periodic odors (such as from waste, agriculture, industry, etc.)?
- B. Any excessive noises (such as airplanes, trains, trucks, freeways, etc)?
- C. Any hazards or hazardous materials on or in close proximity to the Property (such as asbestos, dumps, pesticides, chemical labs, underground fuel storage tanks or leaks)?
- D. Any radon tests performed on the Property? Results? \_\_\_\_\_  
i. Reports attached? \_\_\_\_\_
- E. Any earth movement, subsidence, or settlement problems? Is yes, explain: \_\_\_\_\_
- F. Any part of the Property located in a designated special flood hazard zone?
- G. Any past or present flowing or drainage problems on:  Property  
 Adjacent Properties  Standing water after rainfalls?  Active springs?
- H. Any portion of the Property having ever flooded?
- I. Has land been filled in on the Property?  
Is yes, explain: \_\_\_\_\_
- J. Mine shaft(s) or abandoned well(s) on the Property? \_\_\_\_\_
- K. Do you have any knowledge of any environmental consequences resulting from the Water Softener? Explain: \_\_\_\_\_

For additional information or further explanation (indicate item #): \_\_\_\_\_

**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

**11. RENTAL INFORMATION**

YES	NO	DON'T KNOW
-----	----	------------

- 
- 
- 

- A. Is the Property rented or occupied by a tenant? If answer is No, skip to Paragraph 12. If yes, attach a copy of Lease or Rental Agreement.
- B. Does the tenant have the right to extend the Rental Agreement?
- C. Are security deposits or prepaid rents being held? If yes, by whom and how much?

For additional information or further explanation (indicate item #): \_\_\_\_\_

**12. IRRIGATION RIGHTS**

YES	NO	DON'T KNOW
-----	----	------------

- 
- 
- 

- A. Is the Property irrigated from a  ditch     acequia (See RANM Form 2307)  
 Ditch Name: \_\_\_\_\_  
 Majordomo: \_\_\_\_\_  
 Association Name: \_\_\_\_\_  
 Fees: \$ \_\_\_\_\_
- B. Are Association or ditch fees current? If no, please explain: \_\_\_\_\_
- C. Are water rights registered with the State Engineer's Office?  
 File/Permit number: \_\_\_\_\_

For additional information or further explanation (indicate item #): \_\_\_\_\_

**13. OTHER**

YES	NO	DON'T KNOW
-----	----	------------

- 

- A. Does the Seller know of any other information pertaining to the condition of the Property not addressed in the questions listed above? If yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - VACANT LAND - 2016**

For additional information or further explanation (indicate item #): \_\_\_\_\_

**PLEASE NOTE:** *There is currently no legal or statutory requirement in the State of New Mexico that obligates or requires Sellers or Brokers to disclose to any prospective Buyer that the subject Property is or has been: 1) The site of a natural death, homicide, suicide or any other crime classified as a felony; 2) Owned or occupied by a person or persons exposed to HIV or diagnosed with AIDS or any other disease not known to be transmitted through the common occupancy of real estate; 3) Located in the vicinity of a convicted sex offender.*

*If buyer has concerns about any of the conditions cited above, Buyer is urged to conduct his/her own due diligence and contact the appropriate Local, State or Federal health and law enforcement authorities to obtain accurate and reliable information.*

**THIS IS NOT A CONTRACT**

The above disclosures are made to the best of the Seller's knowledge. The person who signed as or on behalf of Seller lacks actual knowledge of the Property for the following reason:

- Personal Representative    Administrator of Estate    Trustee    Receiver    Does not occupy the Property  
 Other: \_\_\_\_\_

The law does not protect a Seller who makes an intentional misrepresentation.

**SELLER**

Seller Signature Village of Angel Fire	Date	Time
Seller Signature by Rick Tafoya, Village Manager	Date	Time

**It is Buyer's responsibility to undertake his/her own due diligence and verify the accuracy of the Property Disclosure Statement. Buyer is not relieved of this responsibility by virtue of delivery of this Statement to Buyer.**

**BUYER**

Buyer acknowledges receipt of this Statement.

Buyer Signature	Date	Time
Buyer Signature	Date	Time

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

---

MEETING DATE: May 24, 2016

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve New Mexico Clean & Beautiful FY2016-2017 grant for \$3,000

---

**Background/Facts** : The Village of Angel Fire applied for and received a \$3,000 from the New Mexico Clean & Beautiful for two clean-up days and planting flowers and shrubs at Village Hall, the Fire Department, the Community Center and the median on N. Angel Fire Road.

---

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: Yes

Funding Source: New Mexico Clean & Beautiful

Finance Department Comments and Review:

---



Finance Directors Signature

---

2) **Attached Documents:** Two Copies of Contract

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3) **Staff's Recommended Motion:** Motion and Second to Approve grant award of \$3,000 from New Mexico Clean & Beautiful for FY2016-2017.

---

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

Approval:  Disapproval:  other:

Manager's Comments:

---

Signature: 

---

**LITTER CONTROL & BEAUTIFICATION  
GRANT AGREEMENT**

THIS AGREEMENT, entered into between the State of New Mexico, New Mexico Tourism Department, "Department" and the Village of Angel Fire, "Public Entity". Department and Public Entity each a "Party" and collectively "Parties".

**RECITALS**

The purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et. seq., "Act," is to control litter by authorizing the Department to eliminate litter from New Mexico to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

The Act, NMSA 1978, § 67-16-12, provides that the Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local Keep America Beautiful system programs;

The Act provides that the Department may allocate up to sixty percent (60%) of fees generated annual to local governments to establish a youth employment program to aid in litter control and beautification projects;

The Public Entity is a local government as defined under the Act;

Exhibit 1, Grant Award Distribution are incorporated by reference; and

The Parties hereto intend to fulfill the requirements of the Act through this Agreement.

THEREFORE, pursuant to the Act, the Parties agree as follows:

**SECTION ONE- The Department**

A. The Department shall:

1. Allocate funds generated by the Act and pay to the Public Entity an amount not to exceed \$3,000 ("Funds") to establish or sustain a local Keep America Beautiful system program; and/or to fund a youth employment program to aid in litter control and beautification projects as stipulated in Exhibit 1.
2. Reimburse Funds on a quarterly basis, quarters are designated as: July through September; October through December; January through March; and April through June.
3. Not disburse any Funds until the Public Entity submits proper written documentation of its expenditures.

4. Allow the Public Entity to request reallocation of Funds between the program resources allocation to the youth employment allocation, based on the Public Entity's need to support local youth interests. Provided the request is in writing, submitted before request for reimbursement and includes specific reference to line items from which Funds will be debited, information about how those Funds will be spent, where the Funds will be credited and any other information requested by the Department.

5. Amend the Public Entity's budget if the Department approves a written request to amend.

## **SECTION TWO- The Public Entity**

### **A. The Public Entity shall:**

1. Perform and complete the Litter Control, Graffiti Eradication, Beautification, Recycling, and related community programs, projects and events as in furtherance of the statewide Keep America Beautiful system programs, pursuant to the Act, and as set forth in Exhibit 1.

2. Spend the Funds allocated as required by, and according to, the provisions of the Act, the applicable rules and regulations of the Department, and this Agreement. The Public Entity shall only expend Funds allocated under this Agreement on equipment, projects, promotional programs, services, education and other matters, only if they are related to litter prevention, elimination, control programs, beautification, and recycling.

3. Complete online reimbursement requests on or before the tenth (10th) calendar day after the end of each quarter, EXCEPT FOR THE FOURTH QUARTER. Public Entity must submit its final requests for reimbursement for the fourth quarter submitted no later than June tenth (10th), except for request on reimbursement for youth employment, which Public Entity may submit by July third (3rd). The first page of all reimbursement requests must be printed, signed and returned to Department no more than five (5) days following each of the above deadlines.

4. Include the following in its requests for reimbursement to the Department:
- a. A detailed accounting of expenditures of all Funds allocated and paid by line item;
  - b. Copies of the detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any);
  - c. Copies of the payroll for youth employees;
  - d. A Final Performance and Accounting Report as defined below, must accompany all fourth quarter requests; and
  - e. Any other information required by the Department.

5. Make reallocation requests in writing to the Department pursuant Section 1 (A)(5), prior to submitting the request for reimbursement.

6. Keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to the Department with its final request for reimbursement.

7. Include the following in its Final Performance and Accounting Report:
- a. An accounting of expenditures of all Funds by line item;
  - b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement and for no other purpose;
  - c. A detailed summary of accomplishments towards the objectives and goals of the program;
  - d. Any other information necessary to explain the program accomplishments; and
  - e. Any other information required by the Department.

8. Use the equipment purchased in whole or part with the Funds only for the anti-litter and beautification purposes as required by the Act.

9. Not assign or transfer any interest in this Agreement including any claims or money due or that may become due under this Agreement.

10. Not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

11. Maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken and understands that these records shall be subject to inspection by the Department, the Department of Finance and Administration, and the New Mexico 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 payment.

12. Not currently have and not acquire any interest, direct or indirect, that would cause a conflict of interest in any manner or degree in relation to the performance or services required under this Agreement.

13. Release the Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. Not purport to bind the Department or the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

B. A Public Entity's illegal or unauthorized expenditures under this Agreement shall constitute a debt to the State of New Mexico, owed by Public Entity. In the case of such debt, the

Parties agree that the Department may elect to withhold or recover Funds from the Public Entity, its successors, or assignees or recover through appropriate legal action.

### **SECTION THREE- General Obligations**

A. The Parties shall adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule for grant approval, allocation, and reporting.

B. Direct costs of travel or per diem incurred by the Public Entity shall be the sole responsibility of the Public Entity. A Public Entity may propose and request direct and separate travel reimbursement, in advance, for cost associated with conferences, trainings, workshops or other meetings that directly benefit attendees in relationship to the programs they implement and oversee with Funds received under this Agreement. Reimbursement requests for direct costs of travel or per diem for one attendee per conference, etc. *must be* accompanied by a written report including the following items: (1) an evaluation of each session attended, (2) one key learning from each and, (3) at least three (3) ideas for how to incorporate those concepts into future initiatives. Receipts submitted without the proper documentation demonstrating conference attendance will not be reimbursed.

C. Equipment purchased with Funds that has a service life longer than this Agreement shall be used for agreed upon purposes for the length of that equipment's service life. Before the Department reimburses the Public Entity's expenses for such equipment purchased for more than one thousand dollars (\$1,000.00), the Parties shall agree and specify its expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

1. If upon termination or expiration of this Agreement the Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall only dispose of it as directed by Department.

D. The Public Entity's failure to submit reimbursement requests by the protocol delineated on or before the dates outlined in SECTION TWO for the first three quarters will result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter. PUBLIC ENTITIES' REQUESTS RECEIVED AFTER THE FOURTH QUARTER DEADLINES OUTLINED IN SECTION TWO WILL NOT BE PAID.

E. The Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

F. Any unexpended or unencumbered balance upon termination of this Agreement allocated by the Department will revert back to the Department.

#### **SECTION FOUR- Amendment**

A. This Agreement shall not be altered, changed or amended except by a written instrument, executed by both Parties.

B. All properly submitted and approved reallocations for Funds do not require a formal amendment to this Agreement, provided the Department does not increase Public Entity's allocation.

#### **SECTION FIVE- Appropriation**

A. The Department reserves the right to terminate this Agreement if Funds appropriated by the Legislature are insufficient to fulfill its obligations under this Agreement.

B. The Department's decision as to whether Funds under the Act are sufficient for fulfillment of this Agreement shall be final.

#### **SECTION SIX – Term and Termination**

A. This Agreement shall not take effect until executed by the Parties hereto. This Agreement shall terminate on June 30, 2017, unless terminated pursuant to the following paragraphs of this Section.

B. The Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or have a plan to complete program activities by the last day of the tenth (10<sup>th</sup>) month of the fiscal year, if Public Entity fails to communicate its intentions or does not comply with this Agreement as determined by the Department.

C. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither Party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

#### **SECTION SEVEN – Integration**

This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**SECTION EIGHT – Controlling Law**

The laws of the State of New Mexico shall govern this Agreement. The Parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either Party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

**SECTION NINE – Intent Of Agreement**

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION TEN – New Mexico Tort Claims Act**

By entering into this Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -14. This Section is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

**SECTION ELEVEN – Equal Opportunity Compliance**

Public Entity shall abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity shall assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity shall take appropriate steps to correct these deficiencies.

**SECTION TWELVE – Civil Rights Laws And Regulation Compliance**

Public Entity shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein. Public Entity further agrees to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act.

**[The remainder of this page is intentionally left blank.]**

The Parties have executed this Agreement as of the date of execution by the Department.

New Mexico Tourism Department

By: \_\_\_\_\_  
Rebecca Latham,  
Cabinet Secretary

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

Public Entity

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

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

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

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

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**MEETING DATE:** May 24, 2016

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

**FROM:** FINANCE DEPARTMENT

**SUBJECT:** Resolution 2016-14 Approval to stop accepting personal checks at the MVD office and establish a new checking account for fund 233 Motor Vehicle Department.

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**Background/Facts** : Due to changes in the deposit requirements mandated by the New Mexico Motor Vehicle Department the Village of Angel Fire will no longer be able to make MVD deposits to the Well Fargo bank account established and owned by the MVD. The Village is now required to establish, manage and incur the expenses associated with a bank account for MVD deposits. This change in policy places the collection requirements and cost for NSF checks on the municipality operating the MVD branch. These cost could be significant and collections would be very difficult. Consequently it is the recommendation of the Finance Department that the Village MVD operations stop accepting personal checks as of August 1<sup>st</sup>. The Finance Department is also requesting authorization to establish a new bank account for MVD cash transactions.

**Alternatives:** If the Council chose not to accept cash or checks and only accepted credit card payments for MVD transactions a new bank account would not be required. Credit card payments are automatically deposited into the MVD account.

1) **Financial Impact and Review:**

**Financial Impact:** YES  
**Budgeted Item:** YES  
**Funding Source:** MVD fund 233

**Finance Department Comments and Review:**

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**Finance Directors Signature**

2) **Attached Documents:** Resolution 2016-14 Approval to setup checking account for fund 233 Motor Vehicle Department.

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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:** 

**STATE OF NEW MEXICO  
VILLAGE OF ANGEL FIRE  
RESOLUTION NO. 2016-14**

**ESTABLISHMENT**

**WHEREAS**, the Governing Body for the Village of Angel Fire, State of New Mexico, has a contract with the New Mexico Motor Vehicle Department to operate a local Motor Vehicle Department: and

**WHEREAS**, it has been mandated by the MVD that municipalities must establish their own bank account to deposit non credit card MVD transactions: and

**WHEREAS**, the Council and Village management has determined that the local MVD department should continue to accept cash as a form of payment for MVD transactions: and

**WHEREAS**, it is hereby certified that the contents in this resolution are true and correct to the best of our knowledge and that this resolution complies with the policies of the Village of Angel Fire.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Angel Fire, State of New Mexico, hereby approves the establishment of individual checking account for the 233 Motor Vehicle Department Fund and respectfully requests approval from the Local Government of the Department of Finance and Administration.

**Resolved:** In the Regular Council Session the 24<sup>th</sup> day of May, 2016.

Village of Angel Fire

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Barbara Cottam, Mayor

ATTEST:

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Terry Cordova, Village Clerk

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

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**MEETING DATE:** May 24, 2016

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

**FROM:** FINANCE DEPARTMENT

**SUBJECT:** Resolution 2016-15 Approval to establish a new VIN Inspection Fee for the fund 233 Motor Vehicle Department.

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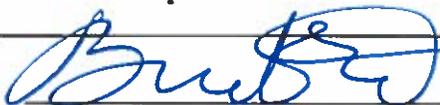
**Background/Facts :** The Village of Angel Fire has expended monies in training fees, travel expenses and employee time to get our MVD staff certified to perform VIN Inspections. This optional service that the Village now provides requires extraordinary knowledge, time and effort to perform. To perform such inspections the MVD staff is required to visually inspect the vehicle. This visual inspection may require the staff person to close the MVD office during the inspection. There are addition safety considerations for the staff person while performing the inspection. Therefore it is recommended by the MVD Department to adopt a VIN Inspection Fee of \$10.00 per inspection.

**Alternatives:**

1) **Financial Impact and Review:**

**Financial Impact:** YES  
**Budgeted Item:** YES  
**Funding Source:** MVD fund 233

**Finance Department Comments and Review:**



Finance Directors Signature

2) **Attached Documents:** Resolution 2016-15 Approval to adopt a VIN Inspection Fee for fund 233 Motor Vehicle Department.

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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: 

**STATE OF NEW MEXICO  
VILLAGE OF ANGEL FIRE  
RESOLUTION NO. 2016-15**

**MOTOR VEHICLE DEPARTMENT VIN INSPECTION FEE**

**WHEREAS**, the Governing Body for the Village of Angel Fire, State of New Mexico, has a contract with the New Mexico Motor Vehicle Department to operate a local Motor Vehicle Department: and

**WHEREAS**, the Village of Angel Fire has paid for the expenses related to training and certification of our MVD staff to provide State VIN inspections: and

**WHEREAS**, providing VIN inspections require extraordinary time and effort to perform and document: and

**WHEREAS**, it is hereby certified that the contents in this resolution are true and correct to the best of our knowledge and that this resolution complies with the policies of the Village of Angel Fire.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Angel Fire, State of New Mexico, hereby adopts the VIN Inspection Fee in the amount of \$10.00 per VIN inspection to be collected for the 233 Motor Vehicle Department Fund.

Resolved: In the Regular Council Session the 24<sup>th</sup> day of May, 2016.

Village of Angel Fire

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

ATTEST:

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

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

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**MEETING DATE:** May 24, 2016

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

**FROM:** FINANCE DEPARTMENT

**SUBJECT:** Resolution 2016-16 Approval of the Interim Budget for fiscal year ending June 30, 2017

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**Background/Facts** : State Statute requires that all local municipalities approve and submit an Interim Budget for the 2016-2017 budget year no later than June 1, 2016. The Interim Budget has been developed following the state recommended process and procedures. The budget has been approved by department heads, Finance Manager and the Village Manager. The Interim Budget was presented to the public in compliance with the Open Meetings Act for consideration and feed on May 19, 2016.

**Alternatives:**

1) **Financial Impact and Review:**

**Financial Impact:** YES  
**Budgeted Item:** YES  
**Funding Source:** All available sources have been considered

**Finance Department Comments and Review:**

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Finance Directors Signature

2) **Attached Documents:** Resolution 2016-26, Village of Angel Fire Interim Budget for fiscal year ending June, 30 2017.

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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:** 

VILLAGE OF ANGEL FIRE  
RESOLUTION 2016-16

WHEREAS, the Governing Body in and for the Municipality of Angel Fire, State of New Mexico has developed an interim budget for fiscal year 2016-2017; and

WHEREAS, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was posted on May 19, 2016, in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Board that the proposed budget meets the requirements as currently determined for fiscal year 2016-2017.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Municipality of Angel Fire, State of New Mexico hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED THIS THE 24<sup>th</sup> DAY OF MAY, 2016.

ATTEST:

MUNICIPAL GOVERNING BOARD OF THE  
ANGEL FIRE, NEW MEXICO

\_\_\_\_\_  
TERRY CORDOVA, VILLAGE CLERK

\_\_\_\_\_  
BARBARA COTTOM, MAYOR

\_\_\_\_\_  
CHUCK HOWE, MAYOR PRO-TEM

\_\_\_\_\_  
BRINN COLINDA, COUNCILOR

\_\_\_\_\_  
ROGERS LANON, COUNCILOR

\_\_\_\_\_  
STEVE LARSON, COUNCILOR